



City of Dearborn Heights
6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127

Mo Baydoun
Council Chairman

Study Sessions and City Council Meetings shall be attended in person by City Council Members. Members of the public have the option of attending in person or virtually.

Purpose: **6:00 p.m. CITY COUNCIL REGULAR MEETING**

Location: **City Hall Council Chambers - 6045 Fenton**

Date: **Tuesday, August 27, 2024**

Join Zoom Meeting

<https://us06web.zoom.us/j/81237220543?pwd=wwtFVl2AsDUQmPjMKhiJm9Z26LI6Ao.1>

Meeting ID: 812 3722 0543

Passcode: 991662

One tap mobile

+13092053325,,82415788624#,,,,*084385# US
+13126266799,,82415788624#,,,,*084385# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)	+1 564 217 2000 US	+1 346 248 7799 US (Houston)
+1 309 205 3325 US	+1 669 444 9171 US	+1 360 209 5623 US
+1 312 626 6799 US (Chicago)	+1 669 900 6833 US (San Jose)	+1 386 347 5053 US
+1 646 876 9923 US (New York)	+1 689 278 1000 US	+1 408 638 0968 US (San Jose)
+1 646 931 3860 US	+1 719 359 4580 US	
+1 507 473 4847 US	+1 253 215 8782 US (Tacoma)	

Find your local number: <https://us06web.zoom.us/j/kxqfrG58k>

Persons who may wish to contact members of the City Council to provide input or to ask questions on any business that will come before the City Council at the meetings are to contact City Clerk Senia at 313-791-3434 or email at clerks@dearbornheightsmi.gov before 5:00 p.m. on the day of the meeting. For participation during the meeting, click on the Zoom link to enter the meeting room and raise your “zoom” hand to indicate that you have a question. You can also contact the WDHT-TV Staff at any of the above phone numbers.

Council Chairman: (313) 641-0100 • City Clerk: (313) 791-3435
mabaydoun@dearbornheightsmi.gov

**ORDER OF BUSINESS AUGUST 27, 2024
REGULAR MEETING OF THE DEARBORN HEIGHTS CITY COUNCIL**

1. **CALL OF MEMBERS**

2. **PLEDGE OF ALLEGIANCE**

A Presentation from the Sons of the American Revolution

3. **AGENDA APPROVAL**

4. **APPROVAL OF MINUTES**

A Minutes from the Regular Meeting of August 13, 2024

5. **PUBLIC HEARINGS AND COMMENT ON AGENDA ITEMS**

6. **FUND TRANSFERS AND CURRENT CLAIMS**

A Claims and ACH/Wire Transfers 6-1 thru 6-50

7. **CONSIDERATION OF BIDS**

A City Engineer Dib - Bid Award - School Pedestrian Crossing Project

B City Engineer Dib - Bid Award - 2024-2026 Street Pavement Program Contract

C City Engineer Dib - Bid Award - Asphalt Pavement Street Repair Program Contract

8. **REPORTS FROM MAYOR**

A Annapolis High School Homecoming Parade 2024

B **REMOVED AT MEETING** ~~Logistics Coordinator Position~~

C **MOVED AT MEETING, FORMERLY ITEM 11-D** - Resolution Expressing Concern Regarding the Radioactive Waste Scheduled to Come to Wayne County, Michigan

9. **REPORTS FROM CITY OFFICIALS**

A Treasurer Hicks-Clayton - Request for Special Legal Counsel

B Chief of Staff Hernandez - New National Opioids Settlement: Kroger Participation Package

C City Engineer Dib - 2023 Street Paving Repair Contract - Change Order #1 - Addition of (5) Streets to Existing Contract

D Police Chief Swope - WWCSOT Contract Execution

10. **PETITIONS FROM CITIZENS**

11. **ORDINANCES AND RESOLUTIONS**

- A Treasurer Hicks-Clayton - Resolution to Address the Collection of Payments or Refunds on Taxes Under or Over \$10.00
- B Councilman Saab - Amendment to the Resolution Regarding GPS Installation Requirement for City Vehicles
- C Councilman Saab - Resolution Regarding Budget Amendment to Remove Vacant Position within the Police Department

12. **COMMUNICATIONS**

13. **NEW BUSINESS**

- A Temporary Food Truck/Tent/Cart License Renewal Application - Hot Wheels Grill
- B Temporary Food Truck/Tent/Cart License Renewal Application - El-Sayed Meats on the Go

14. **MEMBERS OF THE PUBLIC**

- A Comments from Council Members
- B Announcements
- C Public Comments

15. **ADJOURNMENT**

MINUTES AUGUST 13, 2024
REGULAR MEETING OF THE DEARBORN HEIGHTS CITY COUNCIL

Approved for
the Agenda of:

08-27-24

24-361 The meeting was called to order at 6:04 p.m. by Council Chairman Mo Baydoun.

Roll Call showed the following:

Present: Council Chairman Mo Baydoun, Council Chair Pro Tem Hassan Ahmad, Councilwoman Nancy Bryer, Councilman Robert Constan, Councilman Hassan Saab, Councilman Tom Wencel.

Absent: Councilwoman Denise Malinowski Maxwell.

Also Present: City Clerk Senia, Mayor Bazzi, Treasurer Hicks-Clayton, Building & Engineering Director Watland, Chief of Staff Hernandez, City Engineer Dib, Comptroller Shepard, Fire Chief Brogan, Human Resource Director Eggly, IT Director Cooper, Library Director McCaffery, Ordinance Enforcement & Animal Control Director Dishroon, Parks & Recreation Director Sower, Police Chief Swope.

The Pledge of Allegiance was led by Treasurer Hicks-Clayton.

Police Chief Swope gave a presentation regarding the Police Department Budget.

24-362 Motion by Councilman Saab, seconded by Councilman Ahmad to approve the Agenda for the Regular Meeting of August 13, 2024 as submitted.

Motion adopted

24-363 Motion by Councilman Saab, seconded by Councilman Ahmad to approve the Minutes for the Regular Meeting of July 23, 2024, as outlined in 4-A.

Motion adopted

24-364 Motion by Councilman Saab, seconded by Councilman Constan to approve the Minutes for the Special Meeting of July 29, 2024, as outlined in 4-B.

Motion adopted

Councilwoman Bryer stepped out at 7:30 p.m.

24-365 Motion by Councilman Saab, seconded by Councilman Ahmad to approve Current Claims and ACH/Wire Transfers 6-1 through 6-58 as submitted.

After further discussion, the motion was amended to reflect the following:

Motion by Councilman Saab, seconded by Councilman Ahmad to approve Current Claims and ACH/Wire Transfers 6-1 through 6-58 as submitted, with the removal of 6-35.

1	ALL SEASONS UNDERGROUND	\$9,200.00
2	BIDIGARE CONTRACTORS, INC	\$12,505.07
3	CARRICO MALDEGEN INSURANCE	\$5,000.00
4	CARR'S MOTORCOACH LLC	\$1,050.00
5	CARR'S MOTORCOACH LLC	\$1,050.00
6	CARR'S MOTORCOACH LLC	\$1,050.00
7	CARR'S MOTORCOACH LLC	\$1,050.00
8	CARR'S MOTORCOACH LLC	\$1,175.00
9	CARR'S MOTORCOACH LLC	\$1,700.00

10	CARR'S MOTORCOACH LLC	\$2,000.00
11	CARR'S MOTORCOACH LLC	\$1,100.00
12	CENTRAL WAYNE COUNTY SANITATION	\$1,174.99
13	CENTRAL WAYNE COUNTY SANITATION	\$6,595.00
14	CENTRAL WAYNE COUNTY SANITATION	\$51,115.90
15	CSG FORTE PAYMENTS	\$1,835.00
16	DETROIT SALT COMPANY	\$2,862.05
17	DOWNRIVER UTILITY WASTEWATER AUTH	\$70,694.00
18	DUKE'S ROOT CONTROL INC.	\$8,326.75
19	DUKE'S ROOT CONTROL INC.	\$17,751.13
20	EDGE ONE	\$2,590.00
21	EGIS BLN CONSULTING USA	\$1,625.00
22	ENTERPRISE FM TRUST	\$4,223.54
23	ENTERPRISE FM TRUST	\$4,414.85
24	ESO SOLUTIONS, INC	\$7,184.05
25	FERGUSON WATERWORKS #3386	\$4,032.52
26	FRONTLINE CONSULTING	\$2,400.00
27	FRONTLINE CONSULTING	\$4,200.00
28	GETAWAY TOURS & CHARTERS	\$2,095.00
29	GRAND BLANC PRINTING	\$11,503.00
30	GREAT LAKES WATER AUTHORITY	\$11,469.64
31	GUARDIAN ALARM COMPANY	\$1,793.85
32	HOME DEPOT CREDIT SERVICES	\$4,293.27
33	HOOPLA	\$1,509.66
34	HYDROCORP	\$3,721.50
35	IB ELECTRIC	\$7,000.00
36	JOHNSON CONTROLS, INC.	\$5,975.46
37	JOHNSON CONTROLS, INC.	\$19,533.00
38	JOHNSON CONTROLS, INC.	\$1,916.32
39	JOHNSON CONTROLS, INC.	\$18,739.53
40	MICHIGAN DEPT OF HEALTH & HUMAN SVC	\$3,984.00
41	MICHIGAN HUMANE SOCIETY	\$4,205.25
42	MICHIGAN MUNICIPAL RISK	\$14,906.46
43	NEW IMAGE BUILDING SERVICES, LLC	\$2,852.01
44	O'REILLY RANCILIO P.C.	\$3,777.00
45	OVERDRIVE, INC.	\$2,406.59
46	PERKINS LAW GROUP	\$1,500.00
47	PHOENIX SAFETY OUTFITTERS	\$3,570.00

48	PHOENIX SAFETY OUTFITTERS	\$20,100.00
49	QUAD-TRAN OF MICHIGAN, INC.	\$4,647.84
50	QUAD-TRAN OF MICHIGAN, INC.	\$5,680.00
51	QUAD-TRAN OF MICHIGAN, INC.	\$7,684.00
52	STAPLES	\$3,063.73
53	THE LIBRARY NETWORK	\$2,407.66
54	THE LIBRARY NETWORK	\$10,110.35
55	THE LIBRARY NETWORK	\$12,980.54
56	URBAN TREE TRIMMING	\$3,961.00
57	VILLAGE FORD	\$9,527.95
58	WEST SHORE SERVICES, INC.	\$3,400.00

Ayes: Council Chairman Baydoun, Council Chair Pro Tem Ahmad, Councilman Constan, Councilman Saab, Councilman Wencel.

Nays: None.

Absent: Councilwoman Bryer, Councilwoman Malinowski Maxwell.

Motion adopted

24-366 Motion by Councilman Constan, seconded by Councilman Saab to grant permission to St. Linus Catholic Church to hold their Annual St. Linus Festival Bike and Blade Parade on Friday, September 6, 2024 at 5:00 p.m. Police Chief Swope and Fire Chief Brogan have approved the route and will provide any services they may require, as outlined in 8-A. Per Mayor Bazzi communication dated August 8, 2024.

Ayes: Council Chairman Baydoun, Council Chair Pro Tem Ahmad, Councilman Constan, Councilman Saab, Councilman Wencel.

Nays: None.

Absent: Councilwoman Bryer, Councilwoman Malinowski Maxwell.

Motion adopted

Councilwoman Bryer returned at 7:32 p.m.

24-367 Motion by Councilman Constan, seconded by Councilman Saab to receive, note and file the notification from Mayor Bazzi regarding the City's partnership with Cities Initiative to develop flood control and habitat restoration designs for the North Branch of Ecorse Creek. The collaboration with the Downriver Community Conference (DCC) and the Great Lakes and St. Lawrence Cities Initiative aims to develop designs for restoring an approximately one-mile stretch of the North Branch of Ecorse Creek (NBEC), as outlined in 8-B. Per Mayor Bazzi communication dated August 8, 2024.

Motion adopted

24-368 Motion by Councilman Saab, seconded by Councilman Ahmad to authorize the budget amendment for the Crime Analyst position at the Police Department in the amount of \$66,300.00. The change will be reflected in the Police Salaries GL Account 101-300-706.000, as outlined in 8-C. Per Mayor Bazzi communication dated August 8, 2024.

After further discussion, the motion was amended to reflect the following:

Motion by Councilman Saab, seconded by Councilman Ahmad to authorize the budget amendment for the Crime Analyst position at the Police Department for a salary not to exceed \$66,300.00 with no overtime included, and any changes to be made need to come through City Council for approval. The change will be reflected in the Police Salaries GL Account 101-300-706.000, as outlined in 8-C. Per Mayor Bazzi communication dated August 8, 2024.

Motion adopted

24-369 Motion by Councilman Saab, seconded by Councilman Ahmad to authorize the budget amendment for the FOIA Coordinator position at the Police Department for a salary not to exceed \$66,300.00 with no overtime included, and any changes to be made need to come through City Council for approval. The change will be reflected in the Police Salaries GL Account 101-300-706.000, as outlined in 8-D. Per Mayor Bazzi communication dated August 8, 2024.

Motion adopted

24-370 Motion by Councilman Saab, seconded by Councilman Ahmad to concur with Treasurer Hicks-Clayton to recognize the following list of financial institutions as depositories of City Funds:

- Flagstar
- Comerica Bank
- J.P. Morgan Chase
- Morgan Stanley
- Huntington Bank
- Dearborn Federal Savings Bank

as outlined in 9-A. Per Treasurer Hicks-Clayton communication dated August 8, 2024.

Motion adopted

24-371 Motion by Councilman Saab, seconded by Councilman Ahmad to approve the expenditure to purchase four (4) surveillance cameras, with the average cost ranging from \$1,000.00 to \$1,500.00 each, as outlined in 9-B. Per Treasurer Hicks-Clayton communication dated August 8, 2024.

After further discussion, the motion was amended to reflect the following:

Motion by Councilman Saab, seconded by Councilman Ahmad to give full access to all of the cameras to the Treasurer's Office, effective immediately. Per Treasurer Hicks-Clayton communication dated August 8, 2024.

Motion adopted

24-372 Motion by Councilman Saab, seconded by Councilman Ahmad to approve the request of Treasurer Hicks-Clayton for special outside legal counsel, as outlined in 9-C. Per Treasurer Hicks-Clayton communication dated August 8, 2024.

After further discussion, the motion was amended to reflect the following:

Motion by Councilman Saab, seconded by Councilman Ahmad to refer back to Treasurer Hicks-Clayton Item 9-C - Request for Special Outside Legal Counsel. Per Treasurer Hicks-Clayton communication dated August 8, 2024.

Motion adopted

24-373 Motion by Councilwoman Bryer, seconded by Councilman Saab to approve Dearborn Heights Program Year 2024-2025 CDBG Action Plan/Budget and authorize CEDD Director Jamal as the City representative for HUD/CDBG programs to sign, package and submit to the said Dearborn Heights/HUD/CDBG/Action Plan electronically with all related/required certifications accordingly, as outlined in 9-D. Per CEDD Director Jamal communication dated August 1, 2024.

Motion adopted

24-374 Motion by Councilman Constan, seconded by Councilwoman Bryer to approve the Wade Trim contractual rate schedule for Fiscal Year 2024-2025 according to the attached documentation as back-up to this resolution and authorize the Mayor and Clerk to sign the contract accordingly, as outlined in 9-E. Per CEDD Director Jamal communication dated August 8, 2024.

Motion adopted

24-375 Motion by Councilwoman Bryer, seconded by Councilman Saab to accept and approve the Fiscal Year 2023 Safe Streets and Roads for All (SS4A) Grant in the amount \$396,700.00. Further, authorize the Mayor to sign the agreement. The \$99,800.00 match will be paid from Fund 203 - Local Streets. Further, authorize the Comptroller to establish a General Ledger Account for the grant expenses/reimbursement tracking and record reconciliations, as outlined in 9-F. Per Chief of Staff Hernandez & City Engineer Dib communication dated August 8, 2024.

Motion adopted

24-376 Motion by Councilman Saab, seconded by Councilwoman Bryer to approve the budget amendments to correct the personnel requested to add three (3) new ordinance officers, as outlined in the updated backup of Item 9-G. Per Comptroller Shepard communication dated August 8, 2024.

Motion adopted

24-377 Motion by Councilman Ahmad, seconded by Councilman Saab to accept the Michigan Department of Labor and Economic Opportunity (LEO) "Firefighting Gear" grant, which provides \$168,000.00 in funding and does not require any matching funds, as outlined in 9-H. Per Fire Chief Brogan communication dated August 8, 2024.

Motion adopted

24-378 Motion by Councilman Saab, seconded by Councilman Ahmad to approve the disposal of one (1) 1994 fire truck with approximately 100,000 miles, either by sale or by donation to another fire department in northern Michigan, as outlined in 9-I. Per Fire Chief Brogan communication dated August 8, 2024.

Motion adopted

24-379 Motion by Councilman Ahmad, seconded by Councilwoman Bryer to authorize the Mayor and City Clerk to sign Amendment #2 to modify the intergovernmental agreement between the County of Wayne and the City of Dearborn Heights for the 2018-2021 park millage allocation for improvements at Van Houten Park. This amendment will extend the contract to June 30, 2025, as outlined in 9-J. Per Parks & Recreation Director Sower communication dated July 30, 2024.

Motion adopted

24-380 Motion by Councilwoman Bryer, seconded by Councilman Saab to approve the disbursement of the District 7 Youth Baseball Program Allotment in the amount of \$1,650.00. In addition, authorize the Comptroller and Treasurer to pay these funds from the 2024-2025 Parks & Recreation Budget Account #691-887, as outlined in 9-K. Per Parks & Recreation Director Sower communication dated July 30, 2024.

Motion adopted

24-381 Motion by Councilman Ahmad, seconded by Councilwoman Bryer to authorize the Dearborn Heights Police Department to accept grant proceeds from the Michigan Office of Highway Safety Planning in the amount of \$22,662.36, as outlined in 9-L. Per Police Chief Swope communication dated August 6, 2024.

Motion adopted

24-382 Motion by Councilman Saab, seconded by Councilman Ahmad to accept the MMRMA RAP Grant Reimbursement for the Body Worn Cameras in the amount of \$25,863.20. The reimbursement will be tracked at Reimb/MMRMA GL Number 101-000-676.911, as outlined in 9-M. Per Police Chief Swope communication dated August 8, 2024.

Motion adopted

24-383 Motion by Councilman Saab, seconded by Councilman Ahmad to accept the MMRMA RAP Grant Reimbursement for the Data Storage in the amount of \$50,000.00. The reimbursement will be tracked at Reimb/MMRMA GL Number 101-000-676.911, as outlined in 9-N. Per Police Chief Swope communication dated August 8, 2024.

Motion adopted

24-384 Motion by Councilman Ahmad, seconded by Councilman Saab to accept the MMRMA RAP Grant Reimbursement for the In Car Cameras in the amount of \$20,000.00. The reimbursement will be tracked at Reimb/MMRMA GL Number 101-000-676.911, as outlined in 9-O. Per Police Chief Swope communication dated August 8, 2024.

Motion adopted

24-385 Motion by Councilman Saab, seconded by Councilwoman Bryer to authorize the Police Department to enter into an agreement with the Western Wayne County Special Operations Team (WWCSOT) for an annual participation fee not to exceed \$7,500.00, which will be for a period consisting of the current year (2024) and three additional years (2025, 2026, and 2027). In addition, authorize the Mayor and Comptroller to sign the necessary warrants and the Treasurer to issue payment from the Police Contractual Services Account 101-300-818.000, as outlined in 9-P. Per Police Chief Swope communication dated July 31, 2024.

Motion adopted

24-386 Motion by Councilwoman Bryer, seconded by Councilman Constan to authorize the Police Department to allow Police Cadets to issue parking violations within their jurisdiction in accordance with MCL 257.742, MCL 257.675d and MCL 257.674, as outlined in 9-Q. Per Police Chief Swope communication dated August 6, 2024.

Motion adopted

24-387 Motion by Councilman Saab, seconded by Councilman Ahmad to direct that the seat that has been used by Corporation Counsel at the City Council's table on the dais in the City Council Chambers shall not be used by anyone during City Council meetings unless and until the City Council confirms the appointment of a Corporation Counsel with the confirmation date taking place after April 15, 2024, the date on which the office of Corporation Counsel became vacant pursuant to City Charter Section 5.15(c). Additionally, pursuant to City Charter Sections 5.3(m) and 5.5(k), the Mayor and the City Clerk are directed to remove any placard for Corporation Counsel and/or for any person who purportedly held or purportedly holds that office unless and until the City Council confirms the appointment of a Corporation Counsel with the confirmation date taking place after April 15, 2024. Further, pursuant to City Charter Sections 5.3(m) and 5.5(k), the Mayor and the City Clerk are prohibited from inserting any such placards after the removal of the old placards unless and until the City Council confirms the appointment of a Corporation Counsel with the confirmation date taking place after April 15, 2024, as outlined in 11-A. Per Council Chairman Baydoun communication dated August 8, 2024.

After further discussion, the motion was amended to reflect the following:

Motion by Councilman Saab, seconded by Councilman Ahmad to table Item 11-A – Resolution Regarding Seat Used by Corporation Counsel until the next meeting.

Motion adopted

24-388 Motion by Councilman Ahmad, seconded by Councilman Saab to direct the Mayor to make appointments to the City Beautiful Commission and to take steps to reactivate the City Beautiful Commission on or before September 10, 2024, as outlined in 11-B. Per Council Chairman Pro Tem Ahmad communication dated August 8, 2024.

Motion adopted

24-389 Motion by Councilwoman Bryer, seconded by Councilman Saab to approve the placement of two (2) stop signs at the intersection of Powers and Bedford, and signage notifying drivers that traffic stops in all directions, as outlined in 13-A. Per Police Chief Swope communication dated August 1, 2024.

Motion adopted

24-390 Motion by Councilwoman Bryer, motion not seconded, to approve the temporary food truck/tent/cart license renewal application for Hot Wheels Grill, as outlined in 13-B.

Hearing no second, the motion was not considered

24-391 Motion by Councilman Saab, seconded by Councilman Ahmad to adjourn the Dearborn Heights City Council Regular Meeting.

Motion adopted

The meeting adjourned at 10:45 p.m.

LYNNE M. SENIA
CITY CLERK

MO BAYDOUN
COUNCIL CHAIRMAN

GEORGANNE SEMENIUK
COUNCIL SECRETARY

Claims 08/23/2024		
Inv Ref#	Vendor	Inv Amt
1	AJAX MATERIALS CORPORATION	\$ 7,439.95
2	AMAZON CAPITAL SERVICES	\$ 11,877.44
3	ARTISTIC LANDSCAPING & LAWN	\$ 9,129.42
4	ARTISTIC LANDSCAPING & LAWN	\$ 3,897.89
5	BOWLES BROTHERS SERVICES	\$ 16,275.00
6	BOWLES BROTHERS SERVICES	\$ 4,480.00
7	CENTRAL WAYNE COUNTY SANITATION	\$ 6,595.00
8	CENTRAL WAYNE COUNTY SANITATION	\$ 3,354.77
9	CENTRAL WAYNE COUNTY SANITATION	\$ 53,759.59
10	CITY OF TAYLOR	\$ 3,914.40
11	CUMMINS SALES AND SERVICE	\$ 3,818.02
12	CUMMINS SALES AND SERVICE	\$ 4,119.14
13	DOMINION VOTING SYSTEMS, INC.	\$ 3,645.00
14	DOMINION VOTING SYSTEMS, INC.	\$ 4,000.00
15	DOWNRIVER UTILITY WASTEWATER AUTH	\$ 70,694.00
16	DUKE'S ROOT CONTROL INC.	\$ 4,751.38
17	DUKE'S ROOT CONTROL INC.	\$ 21,787.53
18	ENTERPRISE FM TRUST	\$ 4,381.53
19	ENTERPRISE FM TRUST	\$ 2,375.91
20	FERGUSON WATERWORKS #3386	\$ 5,869.20
21	HEALTHJOY, LLC	\$ 1,657.50
22	HOOPLA	\$ 1,736.36
23	IB ELECTRIC	\$ 7,000.00
24	MARK CHEVROLET	\$ 1,800.00
25	METRO AIRPORT TRUCK	\$ 4,877.20
26	MICHIGAN HUMANE SOCIETY	\$ 4,951.25
27	NEW IMAGE BUILDING SERVICES, LLC	\$ 2,852.01
28	NEW IMAGE BUILDING SERVICES, LLC	\$ 2,852.01
29	NONA AGENCY / NABIL NONA	\$ 2,785.63
30	O'REILLY RANCILIO P.C.	\$ 3,456.00
31	PERKINS LAW GROUP	\$ 2,175.00
32	PERKINS LAW GROUP	\$ 4,350.00
33	PERKINS LAW GROUP	\$ 4,950.00
34	PLANTE & MORAN PLLC	\$ 12,069.75
35	PLANTE & MORAN PLLC	\$ 16,679.25
36	PM TECHNOLOGIES	\$ 2,479.00
37	POWER DMS, INC	\$ 9,535.27
38	PRIORITY WASTE LLC	\$ 213,465.28
39	R & R FIRE TRUCK REPAIR, INC.	\$ 1,455.88
40	R & R FIRE TRUCK REPAIR, INC.	\$ 2,792.55
41	RKA PETROLEUM COMPANIES, INC	\$ 2,245.79
42	SILVERSMITH DATA	\$ 3,600.00
43	SILVERSMITH DATA	\$ 3,600.00
44	THE ACCUMED GROUP	\$ 10,348.84

45	THE LIBRARY NETWORK	\$ 10,905.78
46	WAYNE COUNTY	\$ 201,692.50
47	WAYNE COUNTY	\$ 104,144.67
48	WINDER POLICE EQUIPMENT INC.	\$ 890.63
49	WINDER POLICE EQUIPMENT INC.	\$ 983.00
50	WINDER POLICE EQUIPMENT INC.	\$ 2,470.80
# of Invoices: 50 # Due: 50 Totals:		\$ 890,967.12

Ajax Materials Corporation



OFFICE:

1967 Crooke Road, Suite A
Troy, MI 48064
Phone: 248-244-3300
Fax: 248-244-0800

REMIT TO:

Ajax Materials Corporation
P.O. Box 7058
Troy, MI 48007
Phone: 248-244-3300
Fax: 248-244-0800

Sold To:

City of Dearborn Heights, DFW
8045 Fenton Avenue
Comptroller's Office
Dearborn Hgts., MI 48127

Date	Page	Invoice
08/08/24	1 of 1	303376
Customer #	Job #	Plant #
40501	10925	05

10925: UPM Delivery

Ticket #	Quantity	Prod #	Description	Price	Amount
08/02/24					
50083429	51.31 TON	098	UPM Gold Patch	145.000	7,439.95
Total	51.31	Plant: 05 Inkster			7,439.95
101-440-782.000 OK TO PAY DM DEL					
Sales Terms: Net 30 Days				Sales Tax	8.00
				Invoice Total	7,439.95

INVOICE

Amazon Supplies Invoice List August 2024

Order Date	Order ID	Total Amount	GL Code
8/17/2024	114-6660072-6240223	\$ 151.93	738-738-728
8/16/2024	114-4557177-0133808	\$ 19.36	738-738-728
8/15/2024	114-9138589-0205801	\$ 40.78	738-738-886
8/15/2024	111-6735604-5107431	\$ 44.98	101-300-759.000
8/15/2024	111-6609155-5897825	\$ 53.94	101-300-728.000
8/14/2024	114-5439580-7521805	\$ 58.17	738-738-886
8/14/2024	114-0307214-4940219	\$ 33.72	738-738-886
8/14/2024	112-7608736-1569828	\$ 17.57	738-738-728
8/14/2024	113-0491395-3737022	\$ 15.79	101-226-728-000
8/13/2024	113-1682030-8953024	\$ 38.97	738-738-886
8/12/2024	113-4807062-2657832	\$ 125.42	101-226-728-000
8/12/2024	111-0711534-9912208	\$ 50.38	101-200-728.000
8/10/2024	114-9165995-0040269	\$ 27.98	738-738-728
8/9/2024	112-6845862-9456267	\$ 39.96	101-809-728
8/9/2024	112-5508872-9613042	\$ 89.99	101-258-740.000
8/8/2024	114-3967047-2912267	\$ 279.19	738-738-886
8/8/2024	114-5995569-4797801	\$ 8.71	738-738-886
8/8/2024	114-4962788-1578615	\$ 56.90	738-738-886
8/8/2024	114-7089211-0895420	\$ 29.99	738-738-728
8/7/2024	114-8583459-5794633	\$ 37.33	738-738-728
8/7/2024	114-9108132-3113044	\$ 11.99	738-738-728
8/7/2024	114-4505142-9150666	\$ 426.75	738-738-728
8/7/2024	114-9890621-7298665	\$ 135.70	738-738-728
8/6/2024	113-6562573-7273825	\$ 319.99	738-738-728
8/6/2024	112-8174508-5742666	\$ 9.95	101-209-728.000
8/6/2024	112-8365228-1633849	\$ 25.68	101-209-728.000
8/6/2024	114-9483630-8299407	\$ 63.96	738-738-886
8/6/2024	112-0820680-9564243	\$ 461.78	101-300-xxx.000
8/6/2024	113-7447546-7905843	\$ 58.55	738-738-728
8/6/2024	114-4352215-8408225	\$ 168.52	738-738-886
8/6/2024	113-1848922-4405824	\$ 154.47	101-426-728.000
8/5/2024	112-7455855-1482607	\$ 111.87	101-258-981.000
8/5/2024	113-5372953-9873815	\$ 1,541.97	738-738-728
8/5/2024	111-0446153-4681822	\$ 425.99	101-200-728.000
8/3/2024	114-1912006-1809026	\$ 37.98	738-738-728
8/3/2024	114-1916460-7629859	\$ 37.88	738.738.981
8/2/2024	112-1658448-1561064	\$ 69.99	738738728
8/1/2024	114-6989625-9431405	\$ 40.60	738.738.981
8/1/2024	114-4971030-7486609	\$ 31.69	738.738.981
8/1/2024	114-3282953-5623431	\$ 17.67	738-738-886
8/1/2024	113-0326120-0975460	\$ 479.96	738-738-981
7/30/2024	114-7406353-9481862	\$ 13.99	738-738-886
7/30/2024	114-2151095-8064218	\$ 131.82	738-738-728

7/30/2024	114-6219468-0323453	\$	97.61	738-738-728
7/30/2024	114-7772366-4149039	\$	97.16	738-738-886
7/29/2024	114-1882749-8630655	\$	151.70	738-738-981
7/29/2024	114-6148018-3136213	\$	67.56	738-738-886
7/29/2024	114-7656655-7750618	\$	133.20	738-738-728
7/29/2024	111-1450459-6997054	\$	19.99	738-738-981
7/29/2024	114-3139311-9543425	\$	44.46	738-738-886
7/25/2024	113-1784694-4371419	\$	972.51	101-226-728.000
7/25/2024	114-4664222-0906653	\$	24.98	738-738-886
7/24/2024	114-8765172-8141026	\$	26.25	738-738-728
7/24/2024	113-1036182-1041040	\$	30.63	738-738-886
7/23/2024	114-5228604-1201040	\$	53.12	738-738-886
7/23/2024	114-3968960-2701835	\$	118.20	738-738-728
7/23/2024	114-0990703-9474609	\$	43.00	738-738-728
7/23/2024	113-2381768-4847427	\$	19.54	592-539-932.000
7/23/2024	114-8926706-1491467	\$	378.80	738-738-886
7/23/2024	113-4233118-1334626	\$	90.00	101-335-728.000
7/23/2024	114-7030955-6326649	\$	282.22	738-738-886
7/22/2024	114-9731605-2329811	\$	20.38	101-000-691-728
7/22/2024	114-1329714-1995415	\$	23.79	101-000-691-728
7/22/2024	114-3487040-4615404	\$	21.88	692-887
7/20/2024	113-2129345-9976223	\$	363.91	738-738-728
7/19/2024	111-3007468-4249817	\$	151.74	738-738-886
7/19/2024	111-4117027-4043456	\$	67.51	738-738-886
7/19/2024	114-8639256-2661040	\$	19.78	738-738-981.00
7/18/2024	114-0424520-3556244	\$	67.95	738-738-728
7/18/2024	114-8199314-9837039	\$	194.78	692-887
7/18/2024	114-6903286-1479446	\$	19.04	738-738-981
7/17/2024	114-9782111-3157055	\$	171.38	738-738-981
7/17/2024	114-6460672-4543466	\$	9.30	738-738-728
7/17/2024	114-0406971-8377821	\$	37.02	738-738-886
7/17/2024	114-0080424-8356271	\$	92.77	738-738-886
7/17/2024	114-5107602-2027451	\$	21.49	101-300-759.000
7/17/2024	114-1551131-4549805	\$	114.17	101-300-728.000
7/17/2024	114-9655198-9220218	\$	38.58	738-738-886
7/17/2024	111-5617366-7683458	\$	18.99	738-738-886
7/17/2024	111-3873126-3001065	\$	24.45	738-738-728
7/17/2024	111-4956521-4293065	\$	134.98	101-200-728.000
7/17/2024	111-2396189-8372215	\$	49.24	738-738-981
7/16/2024	112-7218360-1153042	\$	39.99	738-738-981
7/16/2024	112-5717046-9326629	\$	177.21	738-738-728
7/16/2024	114-3689088-9498627	\$	159.20	691-887
7/16/2024	112-5609006-8810639	\$	215.11	101-426-728.000
7/16/2024	114-1902412-9223444	\$	39.99	738-738-728

7/16/2024	114-0466264-5777823	\$ 119.20	692-932
7/15/2024	114-4107530-7397842	\$ 89.32	738-738-886
7/15/2024	114-1359477-8347454	\$ 117.29	738-738-728
7/15/2024	114-3659222-3353001	\$ 180.53	738-738-886
7/15/2024	114-3281895-6921852	\$ 131.94	101-300-728.000
7/15/2024	114-7153364-2159431	\$ 27.88	101-300-759.000
7/29/2024	114-7153364-2159432	\$ 265.91	101-335-728.000
	Total	\$ 11,877.44	

ARTISTIC LANDSCAPING & LAWN SERVICE

Invoice

5477 W.BROOKSIDE DR
DEARBORN HEIGHTS, MI 48125
(313) 404-5999

Date	Invoice #
8/4/2024	14325

Bill To
CITY OF DEARBORN HEIGHTS 6045 FENTON DEARBORN HEIGHTS, MI 48127

Ship To
DPW PROPERTIES DEARBORN HEIGHTS, MI 48127

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project
		NET 10 DAYS		8/4/2024			
Quantity	Item Code	Description				Price Each	Amount
X 1	2024 CONTRACT	20234 GRASS CUTTING CONTRACT FOR ALL DPW PROPERTY COVERED IN CONTRACT CUT WEEK 7/1/24				4,285.71	4,285.71
+ 5	NEW PROPERTY	NEW CITY OWNED PROPERTY				45.00	225.00
X 1	PROPOSAL # 5	REMOVAL OF DEBRIS (PER CUBIC YARD) PILE OF BRANCHES @ JOY ROAD LOT				58.00	58.00
X 1	SITE WORK	GUTTER CLEANING @ 255105 CURRIER				50.00	50.00
X 1	2024 CONTRACT	20234 GRASS CUTTING CONTRACT FOR ALL DPW PROPERTY COVERED IN CONTRACT CUT WEEK 7/31/24				4,285.71	4,285.71
X 5	NEW PROPERTY	NEW CITY OWNED PROPERTY				45.00	225.00
OK TO PAY RM 101-440-820.000 101-440-820.000 101-200-949.000 RC							
						Total	\$9,129.42

Artistic Lawn Service
Invoice # 84

Property Address	Proposal #1	Proposal #2	Proposal #3	Proposal #4	Proposal #5	Total
✓ Lot W of 25720 Eton ✓	40.00	12.04				52.04 ✓
✓ 5426 Ziegler ✓	40.00	55.42				95.42 ✓
✓ Lot Across from 25740 Powers ✓	40.00	222.12				262.12 ✓
✓ 4114 Pardee ✓	40.00	23.60				63.60 ✓
✓ Lot BTW 26660 Ann Arbor & 8610 Columbia ✓	40.00	886.54				926.54 ✓
✓ 8475 Date ✓	40.00	63.60				103.60 ✓
✓ 1405 Oakland ✓	40.00	102.00				142.00 ✓
✓ 8202 Appleton ✓	40.00	86.00				126.00 ✓
✓ 6188 Nightingale ✓	40.00	4.00				44.00 ✓
✓ 5688 Colonial ✓	40.00	5.20				45.20 ✓
✓ 6802 Kingsbury ✓	40.00	4.52				44.52 ✓
✓ 4401 Clippert ✓	40.00					40.00 ✓
✓ Lot W of 24770 Annapolis ✓	40.00					40.00 ✓
✓ 7314 Fenton ✓	40.00	22.37				62.37 ✓
✓ 7443 Drexel ✓	40.00	4.48				44.48 ✓
✓ 8406 Whitefield ✓	40.00	9.93				49.93 ✓
✓ 4445 Crossiant ✓	40.00	3.20				43.20 ✓
✓ 6539 Dolphin ✓	40.00	55.86				95.86 ✓
✓ 5650 Sylvia ✓	40.00	107.01				147.01 ✓
✓ 23317 Joy ✓	40.00	34.94				190.94 ✓
✓ Lot S/O 5110 Gully ✓	40.00	17.13			116.00	57.13 ✓
✓ Lot W of 25515 New York ✓	40.00	103.60				143.60 ✓
✓ 5959 N Gully ✓	40.00	58.00				98.00 ✓
✓ 25505 Hopkins ✓	40.00	2.00				42.00 ✓
✓ 25040 Penie ✓	40.00	60.65				100.65 ✓
✓ 25023 Annapolis ✓	40.00	8.30				48.30 ✓
✓ 5735 Kingsbury ✓	40.00	8.00				48.00 ✓
✓ 5734 Kingsbury ✓	40.00					40.00 ✓
✓ 5731 Kingsbury ✓	40.00	8.00				48.00 ✓
✓ 20450 Williamburg ✓	40.00	16.00				56.00 ✓
✓ 20462 Williamburg ✓	40.00	16.00				56.00 ✓
✓ 6765 Heyden ✓	40.00	5.51				45.51 ✓
✓ 5620 Kaufman ✓	40.00	138.92				178.92 ✓

Invoice Resident 7443 Drexel Photos pulled + Resident to review

Artistic Lawn Service

Invoice # 84

✓ 20750 Annapolis ✓
✓ 4177 Cornell ✓
✓ 8202 Appleton ✓
✓ 16819 Outer Dr ✓
✓ 6627 Vernon ✓

40.00
40.00
40.00
40.00
40.00
17.19
86.00
8.96
4.80

Total

57.19 ✓
40.00 ✓
126.00 ✓
48.96 ✓
44.80 ✓

3,897.89

✓
correct.

[Signature]
Date 8/14/24

INVOICE

Bowles Brothers Services, INC.
 22198 Merriman Rd.
 New Boston, MI 48164

willybowles@man.com
 +1 (734) 341-9913

**Bill to**

City of Dearborn Heights
 6045 Fenton Street
 Dearborn, MI 48127 USA

Ship to

City of Dearborn Heights
 6045 Fenton Street
 Dearborn, MI 48127 USA

Invoice details

Invoice no.: 1314
 Terms: Net 30
 Invoice date: 07/30/2024
 Due date: 08/29/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	07/01/2024	SAND	Ticket 6032- Semi load sand delivered to DPW	35	\$13.00	\$455.00
2.	07/01/2024	SAND	Ticket 6033- Semi load sand delivered to DPW	35	\$13.00	\$455.00
3.	07/01/2024	SAND	Ticket 6034- Semi load sand delivered to DPW	35	\$13.00	\$455.00
4.	07/01/2024	SAND	Ticket 6035- Semi load sand delivered to DPW	35	\$13.00	\$455.00
5.	07/03/2024	SAND	Ticket 6036- Semi load sand delivered to DPW	35	\$13.00	\$455.00
6.	07/03/2024	SAND	Ticket 6037- Semi load sand delivered to DPW	35	\$13.00	\$455.00
7.	07/08/2024	SAND	Ticket 6039- Semi load sand delivered to DPW	35	\$13.00	\$455.00
8.	07/08/2024	SAND	Ticket 6038- Semi load sand delivered to DPW	35	\$13.00	\$455.00
9.	07/08/2024	SAND	Ticket 6040- Semi load sand delivered to DPW	35	\$13.00	\$455.00
10.	07/08/2024	SAND	Ticket 6041- Semi load sand delivered to DPW	35	\$13.00	\$455.00

11.	07/09/2024	SAND	Ticket 6042- Semi load sand delivered to DPW	35	\$13.00	\$455.00
12.	07/09/2024	SAND	Ticket 6054- Semi load sand delivered to DPW	35	\$13.00	\$455.00
13.	07/09/2024	SAND	Ticket 6058- Semi load sand delivered to DPW	35	\$13.00	\$455.00
14.	07/09/2024	SAND	Ticket 6068- Semi load sand delivered to DPW	35	\$13.00	\$455.00
15.	07/09/2024	DIRT OUT	Ticket 6043- Semi dirt out of DPW	35	\$8.00	\$280.00
16.	07/09/2024	DIRT OUT	Ticket 6044- Semi dirt out of DPW	35	\$8.00	\$280.00
17.	07/09/2024	DIRT OUT	Ticket 6045- Semi dirt out of DPW	35	\$8.00	\$280.00
18.	07/09/2024	DIRT OUT	Ticket 6046- Semi dirt out of DPW	35	\$8.00	\$280.00
19.	07/09/2024	DIRT OUT	Ticket 6047- Semi dirt out of DPW	35	\$8.00	\$280.00
20.	07/09/2024	DIRT OUT	Ticket 6048- Semi dirt out of DPW	35	\$8.00	\$280.00
21.	07/09/2024	DIRT OUT	Ticket 6049- Semi dirt out of DPW	35	\$8.00	\$280.00
22.	07/09/2024	DIRT OUT	Ticket 6069- Semi dirt out of DPW	35	\$8.00	\$280.00
23.	07/09/2024	DIRT OUT	Ticket 6059- Semi dirt out of DPW	35	\$8.00	\$280.00
24.	07/09/2024	DIRT OUT	Ticket 6062- Semi dirt out of DPW	35	\$8.00	\$280.00
25.	07/09/2024	DIRT OUT	Ticket 6063- Semi dirt out of DPW	35	\$8.00	\$280.00
26.	07/09/2024	DIRT OUT	Ticket 6064- Semi dirt out of DPW	35	\$8.00	\$280.00
27.	07/09/2024	DIRT OUT	Ticket 6065- Semi dirt out of DPW	35	\$8.00	\$280.00
28.	07/09/2024	DIRT OUT	Ticket 6066- Semi dirt out of DPW	35	\$8.00	\$280.00
29.	07/09/2024	DIRT OUT	Ticket 6067- Semi dirt out of DPW	35	\$8.00	\$280.00
30.	07/18/2024	DIRT OUT	Ticket 6052- Semi dirt out of DPW	35	\$8.00	\$280.00
31.	07/18/2024	DIRT OUT	Ticket 6053- Semi dirt out of DPW	35	\$8.00	\$280.00
32.	07/18/2024	DIRT OUT	Ticket 6055- Semi dirt out of DPW	35	\$8.00	\$280.00
33.	07/18/2024	DIRT OUT	Ticket 6056- Semi dirt out of DPW	35	\$8.00	\$280.00
34.	07/18/2024	DIRT OUT	Ticket 6057- Semi dirt out of DPW	35	\$8.00	\$280.00
35.	07/18/2024	DIRT OUT	Ticket 6070- Semi dirt out of DPW	35	\$8.00	\$280.00

Pay = 30 + 3

36. 07/18/2024	DIRT OUT	Ticket 6071- Semi dirt out of DPW	35	\$8.00	\$280.00
37. 07/18/2024	DIRT OUT	Ticket 6072- Semi dirt out of DPW	35	\$8.00	\$280.00
38. 07/18/2024	DIRT OUT	Ticket 6081- Semi dirt out of DPW	35	\$8.00	\$280.00
39. 07/18/2024	DIRT OUT	Ticket 6082- Semi dirt out of DPW	35	\$8.00	\$280.00
40. 07/18/2024	DIRT OUT	Ticket 6083- Semi dirt out of DPW	35	\$8.00	\$280.00
41. 07/18/2024	DIRT OUT	Ticket 6084- Semi dirt out of DPW	35	\$8.00	\$280.00
42. 07/18/2024	DIRT OUT	Ticket 6085- Semi dirt out of DPW	35	\$8.00	\$280.00
43. 07/18/2024	DIRT OUT	Ticket 6086- Semi dirt out of DPW	35	\$8.00	\$280.00
44. 07/15/2024	6A	Ticket 6050- Semi 6A delivered to DPW	35	\$26.00	\$910.00
45. 07/16/2024	1X3	Ticket 6051- Semi 1X3 Limestone delivered to DPW	35	\$25.00	\$875.00

Ways to pay

PayPal

Pay invoice

Total

\$16,275.00

J. Di 8/13/24

Spoils Haul out

Account # 592-537-818,000 8120.00

Sand and Stone Delivery

Account # 592-537-791,000 8155.00

16,275.00

INVOICE

Bowles Brothers Services, INC.
 22198 Meriman Rd.
 New Boston, MI 48164

willybowles@man.com
 +1 (734) 341-9913

**Bill to**

City of Dearborn Heights
 6045 Fenton Street
 Dearborn, MI 48127 USA

*This Invoice
 is for The
 Highway Department -
 Wood Removal*

Ship to

City of Dearborn Heights
 6045 Fenton Street
 Dearborn, MI 48127 USA

Invoice details

Invoice no.: 1315
 Terms: Net 30
 Invoice date: 07/30/2024
 Due date: 08/29/2024

Account # 101-440-818,000 4480,00

#	Date	Product or service	Description	Qty	Rate	Amount
1.	07/22/2024	Wood Removal	Ticket 6073- Wood Removal from DPW	35	\$8.00	\$280.00
2.	07/22/2024	Wood Removal	Ticket 6074- Wood Removal from DPW	35	\$8.00	\$280.00
3.	07/22/2024	Wood Removal	Ticket 6075- Wood Removal from DPW	35	\$8.00	\$280.00
4.	07/22/2024	Wood Removal	Ticket 6076- Wood Removal from DPW	35	\$8.00	\$280.00
5.	07/22/2024	Wood Removal	Ticket 6077- Wood Removal from DPW	35	\$8.00	\$280.00
6.	07/22/2024	Wood Removal	Ticket 6078- Wood Removal from DPW	35	\$8.00	\$280.00
7.	07/22/2024	Wood Removal	Ticket 6079- Wood Removal from DPW	35	\$8.00	\$280.00
8.	07/23/2024	Wood Removal	Ticket 6080- Wood Removal from DPW	35	\$8.00	\$280.00
9.	07/23/2024	Wood Removal	Ticket 6088- Wood Removal from DPW	35	\$8.00	\$280.00
10.	07/23/2024	Wood Removal	Ticket 6089- Wood Removal from DPW	35	\$8.00	\$280.00
11.	07/23/2024	Wood Removal	Ticket 6265- Wood Removal from DPW	35	\$8.00	\$280.00
12.	07/23/2024	Wood Removal	Ticket 6266- Wood Removal from DPW	35	\$8.00	\$280.00
13.	07/23/2024	Wood Removal	Ticket 6267- Wood Removal from DPW	35	\$8.00	\$280.00
14.	07/23/2024	Wood Removal	Ticket 6268- Wood Removal from DPW	35	\$8.00	\$280.00

15. 07/23/2024	Wood Removal	Ticket 6087- Wood Removal from DPW	35	\$8.00	\$280.00
16. 07/23/2024	Wood Removal	Ticket 6269- Wood Removal from DPW	35	\$8.00	\$280.00

Total

\$4,480.00

Ways to pay

By Portal Via Mail

Pay invoice

John Di 8/13/24

Account # 101-440-818,000

4480.00

Central Wayne County Sanitation Auth.

3850 Second St., Suite 170

Wayne, MI 48184

USA

INVOICE

Invoice Number: 08/24-Admin

Invoice Date: Aug 3, 2024

Page: 1

Duplicate

Voice: 734-722-9980

Fax: 734-722-9985

Bill To:

City of Dearborn Heights
Robert Conrad, DPW Director
6045 Fenton
Dearborn Heights, MI 48127

Ship to:

City of Dearborn Heights
Robert Conrad, DPW Director
6045 Fenton
Dearborn Heights, MI 48127

Customer ID	Customer PO	Payment Terms	
6261		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		9/2/24

Quantity	Item	Description	Unit Price	Amount
		August, 2024 Administration, Operating & Monofill		6,595.00
				<i>John De 8/13/24</i>

Subtotal	6,595.00
Sales Tax	
Total Invoice Amount	6,595.00
Payment/Credit Applied	
TOTAL	6,595.00

Check/Credit Memo No:

**CENTRAL WAYNE COUNTY SANITATION AUTHORITY
ANALYSIS OF 2024/25 HOUSEHOLD TONNAGE
AS OF JULY 31, 2024**

	BUDGETED HOUSEHOLD TONNAGE JULY THRU JULY, 2024	ACTUAL HOUSEHOLD TONNAGE JULY THRU JULY, 2024	INCREASE/ (DECREASE) IN TONNAGE	PERCENTAGE INCREASE/ (DECREASE) IN TONNAGE
DEARBORN HEIGHTS	2,483.83	2,761.15	277.32	11.17%
GARDEN CITY	1,332.55	819.95	(512.60)	-38.47%
INKSTER	1,064.03	1,155.63	91.60	8.61%
WAYNE	795.00	762.78	(32.22)	-4.05%
WESTLAND	2,877.93	2,707.33	(170.60)	-5.93%
TOTAL	8,553.34	8,206.84	(346.50)	-4.05%

	2024/25 BUDGETED HOUSEHOLD TONNAGE	PERCENTAGE INCREASE/ (DECREASE) BASED ON JULY THRU JULY 2024 TONNAGE	PROJECTED INCREASE/ (DECREASE) IN TONNAGE	BUDGETED TONNAGE MINUS PROJECTED TONNAGE INCREASE/ (DECREASE)	COST OF PROJECTED TONNAGE AT RATE PER TON OF \$19.47
DEARBORN HEIGHTS	25,480.00	11.17%	2,844.85	28,324.85	551,484.75
GARDEN CITY	14,399.00	-38.47%	(5,538.95)	8,860.05	172,505.18
INKSTER	10,426.00	8.61%	897.55	11,323.55	220,469.55
WAYNE	7,569.00	-4.05%	(306.76)	7,262.24	141,395.84
WESTLAND	30,883.00	-5.93%	(1,830.70)	29,052.30	565,648.19
TOTAL	88,757.00	-4.05%	(3,934.02)	84,822.98	\$1,651,503.50

	2024/25 BUDGETED HOUSEHOLD AMOUNT	2024/25 HOUSEHOLD AMOUNT BASED ON PROJECTED TONNAGE	PROJECTED BUDGETED SAVINGS (DEFICIT)
DEARBORN HEIGHTS	476,986.00	551,484.75	(74,498.75)
GARDEN CITY	269,549.00	172,505.18	97,043.82
INKSTER	195,175.00	220,469.55	(25,294.55)
WAYNE	141,692.00	141,395.84	296.16
WESTLAND	578,130.00	565,648.19	12,481.81
TOTAL	\$1,661,532.00	\$1,651,503.50	\$10,028.50

PROJECTED THREE YEAR TONNAGE AVERAGE FOR 2024/25	
YEAR	TONNAGE
2022/23	87,489.44
2023/24	88,403.75
2024/25	84,822.98
Total	260,716.17
Projected Three Year Tonnage Average	86,905.39

Central Wayne County Sanitation Auth.

3850 Second St., Suite 170
Wayne, MI 48184
USA

INVOICE

Invoice Number: 07/24-COMP-DH

Invoice Date: Jul 31, 2024

Page: 1

Duplicate

Voice: 734-722-9980

Fax: 734-722-9985

Bill To:

City of Dearborn Heights
Robert Conrad, DPW Director
6045 Fenton
Dearborn Heights, MI 48127

Ship to:

City of Dearborn Heights
Robert Conrad, DPW Director
6045 Fenton
Dearborn Heights, MI 48127

Customer ID	Customer PO	Payment Terms	
6261		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		8/30/24

Quantity	Item	Description	Unit Price	Amount
88.61		July, 2024 Compost Disposal - 88.61 tons @ \$37.86 per ton	37.86	3,354.77
				 8/13/24

Subtotal	3,354.77
Sales Tax	
Total Invoice Amount	3,354.77
Payment/Credit Applied	
TOTAL	3,354.77

Check/Credit Memo No:

Central Wayne County Sanitation Auth.

3850 Second St., Suite 170

Wayne, MI 48184

USA

Voice: 734-722-9980

Fax: 734-722-9985

INVOICE

Invoice Number: 07/24-HHLD-DH

Invoice Date: Jul 31, 2024

Page: 1

*Duplicate***Bill To:**

City of Dearborn Heights
Robert Conrad, DPW Director
6045 Fenton
Dearborn Heights, MI 48127

Ship to:

City of Dearborn Heights
Robert Conrad, DPW Director
6045 Fenton
Dearborn Heights, MI 48127

Customer ID	Customer PO	Payment Terms	
6261		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		8/30/24

Quantity	Item	Description	Unit Price	Amount
2,761.15		July, 2024 Household Disposal - 2,761.15 tons @ \$19.47 per ton	19.47	53,759.59
				 8/13/24

Subtotal	53,759.59
Sales Tax	
Total Invoice Amount	53,759.59
Payment/Credit Applied	
TOTAL	53,759.59

Check/Credit Memo No:

City of Taylor

Invoice

23555 Goddard Rd
Taylor MI 48180
734-287-6550

Page 1/1
Invoice INV0018442
Date 8/7/2024

Bill To: CITY OF DEARBORN HEIGHTS
6045 Fenton Ave
Dearborn Hgts MI 48127

Purchase Order No.		Customer ID		Payment Terms			
		292		Upon Receipt			
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
130.48	130.48	0.00	CMPT	Compost Billings July 2024	\$0.00	\$30.00	\$3,914.40

Subtotal \$3,914.40
Misc \$0.00
Total \$3,914.40

Detach at line and include this portion with your payment
MAKE CHECK PAYABLE TO: CITY OF TAYLOR

 8/13/24

Customer ID	Invoice	Date	Total
292	INV0018442	8/7/2024	\$3,914.40

Bill To: CITY OF DEARBORN HEIGHTS
6045 Fenton Ave
Dearborn Hgts MI 48127

Ship To: City of Taylor
23555 Goddard Road
Taylor Michigan 48180



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639



DEARBORN MI BRANCH
3760 WYOMING
DEARBORN, MI 48120-
(313)843-6200

INVOICE NO

S2-11681

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287

CARL KENNEDY - 313 7916010

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
07-AUG-2024		09-NOV-2019	L9 CM2350 L116B		FREIGHTLINER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
221752		08-JUL-2024	74455261		M2 106
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
163690	BL420		27128		24

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 1FVACXFE2LHLG2778

COMPLAINT UNIT 24 FREIGHTLINER M2

CAUSE WILL NOT BUILD AIR PRESSURE
INTAKE AIR SYSTEM. TURBO. ACTUATOR. INDETERMINATE. LOCATION N/A.
INTAKE AIR SYSTEM. TURBO. VG ACTUATOR. INDETERMINATE. LOCATION N/A.
AIR (COMPRESSED) SYSTEM. AIR COMP. ASSEMBLY. LEAKS OIL. LOCATION N/A.

CORRECTION TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT
JOB SAFETY ASSESSMENT
ELECTRONIC SERVICE TOOL - OPERATE
COURTESY VISUAL INSPECTION
AIR HANDLING PERFORMANCE - TEST (CMI)
MULTIMETER USAGE (WITH PIN CHECK), EACH CONNECTOR - MEASURE (CMI)
FLUORESCENT TRACER DYE TEST (CMI)
AIR DRYER ASSEMBLY R/R
TECHNICIAN ADMINISTRATIVE TIME - MULTIPLE FAILURES SERVICE EVENT
STEAM CLEAN - SINGLE COMPONENT REPAIR
VARIABLE GEOMETRY TURBOCHARGER ACTUATOR, ELECTRIC - REMOVE AND INSTALL - L9 CM2350 L116B
AIR INTAKE PIPING - REMOVE AND INSTALL - L9 CM2350 L116B
AIR CLEANER ASSEMBLY R / R - (DTNA, 190-8040A) - FREIGHTLINER M2 106
RADIATOR BRACE - REMOVE AND INSTALL, EACH (CMI)
AIR COMPRESSOR - REMOVE AND INSTALL - L9 CM2350 L116B
FUEL PUMP - REMOVE AND INSTALL - L9 CM2350 L116B
POWER STEERING PUMP - MOVE FOR ACCESS (CMI)
POWER STEERING RESERVOIR - MOVE FOR ACCESS (CMI)
NON-SRT DETAIL
BRAKES INSTALL
AIR CONDITIONER SYSTEM - EVACUATE AND RECHARGE (CMI)
A/C COMPRESSOR R&R
THANK YOU FOR YOUR BUSINESS
CUMMINS EXTENDED MAJOR COMPONENTS WARRANTY

COVERAGE

MICH LICENSE #

ZWARK-M288187

Billing inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

DEARBORN MI BRANCH
3760 WYOMING
DEARBORN, MI 48120-
(313)843-6200

INVOICE NO

S2-11681

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customerpayment.cummins.com

BILL TO

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287

CARL KENNEDY - 313 7916010

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
07-AUG-2024		09-NOV-2019	L9 CM2350 L116B		FREIGHTLINER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
221752		08-JUL-2024	74455261		M2 106
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
163690	BL420		27128		24

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 1FVACXFE2LHLG2778

REMARK

MONAR-M162187
DEDAKIS-M262319
BL295
LAST SAVED : 25 JUL 2024 11:12:54 AM EDT
LEO- OKAY- BRAKES A/C THEIR PORTION - \$3800.00
BL295
LAST SAVED : 25 JUL 2024 10:14:20 AM EDT
WARRANTY WORK IS OKAYED - JUST WAITING OKAY TO REPLACE A/C COMPRESSOR AND BRAKES.

BL420
LAST SAVED : 15 JUL 2024 12:44:12 PM EDT
CARL PICKED UP UNIT WILL BRING BACK AFTER THE STORM

NF981
LAST SAVED : 11 JUL 2024 03:58:35 PM EDT
CARL KENNEDY APPROVED THE EXTRA T/S TIME ANT THE COST OF \$1,125.60 BY PHONE.

SRO

LEO- OKAY- BRAKES A/C THEIR PORTION - \$3800.00 CMS
99-999 UNKNOWN SRT TIME IS FOR TIME SPENT REMOVING OEM BRACKETS , HOLDS TO GAIN
ACCESS TO AIR DRYER --TOTAL TIME 1.0 HOURS

1	EXPANDED SERVICES	EXPANDED SERVICES					
1	GUARDIAN INSP	COURTESY INSPECTION					
1	1	4324803400	AIR DRYER ASSY	EXPART4	849.87	849.87	*
1	1	6382091RX	KIT,TURBOCHARGER ACTUATOR	DRC	1,824.73	1,824.73	*
1	1	4034090D	ACTUATOR, LYSANDER	CLEAN	270.00	270.00	
-1	-1	4034090D	ACTUATOR, LYSANDER	DIRTY	270.00	-270.00	
1	1	5291487	HARNES, WIRING	CECO	68.62	68.62	*
1	1	5473184RX	KIT,AIR COMPRESSOR	DRC	2,102.25	2,102.25	*

Billing Inquiries? Call (877)480-8970

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AUTHORIZED BY (print name)

SIGNATURE

DATE



Sales and Service

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Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639



DEARBORN MI BRANCH
3760 WYOMING
DEARBORN, MI 48120-
(313)843-6200

INVOICE NO

S2-11681

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287

CARL KENNEDY - 313 7916010

PAGE 3 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
07-AUG-2024		09-NOV-2019	L9 CM2350 L118B		FREIGHTLINER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
221752		08-JUL-2024	74455261		M2 106
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
163690	BL420		27128		24

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN 1FVACXFE2LHLG2778							
1		1	3944525D	COMP,AIR ISC/ISL 18.7 CFM	CLEAN	135.00	135.00
-1		-1	3944525D	CPR, AIR ISC/ISL 18.7 CFM	DIRTY	135.00	-135.00
1		1	5440813	GASKET,ACC DRIVE SUPPORT	CECO	20.77	20.77 *
1		1	4988280	GASKET,HYDRAULIC PUMP	CECO	5.49	5.49 *
1		1	3945212	ELBOW,PLAIN UNION	CECO	47.61	47.61 *
2		2	3046201	SEAL,O RING	CECO	3.88	7.76 *
1		1	CC36077	OAT	FLG	19.31	19.31

PARTS: 4,946.41
PARTS COVERAGE CREDIT: 4,927.10 CR
TOTAL PARTS: 19.31
SURCHARGE TOTAL: 0.00
LABOR: 1,949.70
LABOR COVERAGE CREDIT: 1,949.70 CR
TOTAL LABOR: 0.00
MISC.: 0.00
MISC. COVERAGE CREDIT: 0.00 CR
TOTAL MISC.: 0.00

WARRANTIES APPLIED: **FACTORY IN SHOP**
FACTORY IN SHOP 1

TAX EXEMPT NUMBERS:

LOCAL 0.00

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SUB TOTAL: 3,818.02

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 3,818.02

AUTHORIZED BY (print name) John Danci

SIGNATURE

DATE

8/13/24



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

DEARBORN MI BRANCH
6500 MONTGOMERY
DEARBORN, MI 48120-36200

REPRINT

INVOICE NO

S2-11799

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287

OWNER

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287
CARL KENNEDY - 313 7916010

PAGE 1 OF 5

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE		
08-AL-3-2019	221752	16-APR-2019	L9 CM2350 L116B		FREIGHTLINER		
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL		
221752		22-JUL-2024	74371986		M2 108		
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.		
183802	BL286		19637	Sweeper 35	35		
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

OSN/MEN/VIN

1FVACXFE4KHKL1371

COMPLAINT

CAUSE

DERATED DEF LAMP ON

PVIN STEWART-M221506

DEF-PUMPING UNIT CRACKED

DEF LINES NEED CLEANED OUT-

AIR FILTER NEEDS REPLACED

GREASE CHASSIS.

DEF-PUMPING UNIT CRACKED

DEF LINES NEED TO BE REPLACED

AIR FILTER NEEDS REPLACED

GREASE CHASSIS

CORRECTION

TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT
JOB SAFETY ASSESSMENT
COURTESY VISUAL INSPECTION
DIAGNOSTIC LABOR
AFTERTREATMENT DIESEL EXHAUST FLUID DOSING UNIT - REMOVE AND
INSTALL - L9 CM2350 L116B
VEHICLE STEPS - REMOVE AND INSTALL (CMI)
AFTERTREATMENT DEF DOSING UNIT FILTER - INITIAL CHECK (CMI)
NON-SRT DETAIL
CHASSIS - GREASE AND CHECK FLUID LEVELS
AIR CLEANER ELEMENT - INSPECT FOR REUSE (CMI)
AFTERTREATMENT DIESEL PARTICULATE FILTER (DPF) - REGENERATION TEST

Billing Inquiries? Call (877)480-3970

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AUTHORIZED BY (print name)

SIGNATURE

DATE



Sales and Service

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Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

DEARBORN MI BRANCH
3783 WYOMING
DEARBORN, MI 48126-
(313) 843-6200

REPRINT

INVOICE NO

S2-11799

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287

OWNER

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287
CARL. KENNEDY - 313 7916010

PAGE 2 OF 5

*** CHARGE ***

DATE		CUSTOMER ORDER NO.		DATE IN SERVICE		ENGINE MODEL		PUMP NO.		EQUIPMENT MAKE	
08-AUG-2024		25-061		16-APR-2019		L9 CM2350 L116B				FREIGHTLINER	
CUSTOMER NO.		SHIP VIA		FAIL DATE		ENGINE SERIAL NO.		CPL NO.		EQUIPMENT MODEL	
221752				22-JUL-2024		74371986				M2 106	
REF. NO.		SALESPERSON		PARTS DISP.		MILEAGE/HOURS		PUMP CODE		UNIT NO.	
163802		BL295				19637		Sweeper 35		35	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION		PRODUCT CODE		UNIT PRICE		AMOUNT	

OSN/MSN/VIN

1FVACXFE4KHKL1371

(CMI)
THANK YOU FOR YOUR BUSINESS
TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT
JOB SAFETY ASSESSMENT
AFTERTREATMENT DIESEL EXHAUST FLUID DOSING UNIT - REMOVE AND
INSTALL - L9 CM2350 L116B
VEHICLE STEPS - REMOVE AND INSTALL (CMI)
AFTERTREATMENT DEF DOSING UNIT FILTER - INITIAL CHECK (CMI)
NON-SRT DETAIL
CHASSIS - GREASE AND CHECK FLUID LEVELS
AIR CLEANER ELEMENT - INSPECT FOR REUSE (CMI)

THANK YOU FOR YOUR BUSINESS

TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT
JOB SAFETY ASSESSMENT
AFTERTREATMENT DIESEL EXHAUST FLUID DOSING UNIT - REMOVE AND
INSTALL - L9 CM2350 L116B
VEHICLE STEPS - REMOVE AND INSTALL (CMI)
AFTERTREATMENT DEF DOSING UNIT FILTER - INITIAL CHECK (CMI)
NON-SRT DETAIL
CHASSIS - GREASE AND CHECK FLUID LEVELS
AIR CLEANER ELEMENT - INSPECT FOR REUSE (CMI)
THANK YOU FOR YOUR BUSINESS

COVERAGE

CUSTOMER BILLABLE

REMARK

NF981
LAST SAVED : 05 AUG 2024 11:55:25 AM EDT
LEONAR PARKER APPROVED THE ESTIMATE AT THE COST OF \$4118.24 BY
PHONE

Billing inquiries? Call (877)420-6970

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AUTHORIZED BY (print name)

SIGNATURE

DATE



Sales and Service

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Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

DEARBORN MI BRANCH
3730 WYOMING
DEARBORN, MI 48120-
(313) 433-6200

REPRINT

INVOICE NO

S2-11799

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS. MI 48127-3287

OWNER

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287
CARL. KENNEDY - 313 7916010

PAGE 3 OF 5

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE		
08-AUG-2024	25-061	16-APR-2019	L9 CM2350 L116B		FREIGHTLINER		
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL		
221752		22-JUL-2024	74371986		M2 106		
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.		
163802	SL295		19637	Surcharge 35	35		
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

OSN/MSN/VIN 1FVACXFE4KHKL1371

LAST SAVED : 24 JUL 2024 10:05:21 AM EDT
ESTIMATE SENT WAITING RESPONSE.

1	EXPANDED SERVICES	EXPANDED SERVICES					
	J4-32085-000	DEF LINE	EXPART3				
		PARTS:				182.71	
		PARTS COVERAGE CREDIT:				0.00	CR
		TOTAL PARTS:			182.71		
		SURCHARGE TOTAL:				0.00	
		LABOR:				241.20	
		LABOR COVERAGE CREDIT:				0.00	CR
		TOTAL LABOR:			241.20		
		MISC.:				0.00	
		MISC. COVERAGE CREDIT:				0.00	CR
		TOTAL MISC.:			0.00		
1	GUARDIAN INSP	COURTESY INSPECTION					
		PARTS:				0.00	
		PARTS COVERAGE CREDIT:				0.00	CR
		TOTAL PARTS:			0.00		
		SURCHARGE TOTAL:				0.00	

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



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Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

DEARBORN MI BRANCH
3730 WYOMING
DEARBORN, MI 48126
313-6200

REPRINT

INVOICE NO
S2-11799
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287

OWNER

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287
CARL. KENNEDY - 313 7916010

PAGE 4 OF 5

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE		
08-AUG-2024	25-081	16-APR-2019	L9 CM2350 L116B		FREIGHTLINER		
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL		
221752		22-JUL-2024	74371986		M2 106		
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.		
163802	BLISS		19637	Success 35	35		
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1FVACXFE4KHKL1371					

LABOR: 0.00
LABOR COVERAGE CREDIT: 0.00 CR
TOTAL LABOR: 0.00
MISC.: 0.00
MISC. COVERAGE CREDIT: 0.00 CR
TOTAL MISC.: 0.00

1	530316D	PUMP, DOSER	DRC	1,423.69	1,423.69
1	530316D	PUMP, DOSER	CLEAN	270.00	270.00
1	5303916D	PUMP, DOSER	DIRTY	270.00	270.00
1	AF26434	PAC, AFR	FLG	177.84	177.84
1	04-31452-000	COOLANT LINE	EXPART2	63.60	63.60

TAX EXEMPT NUMBERS

PARTS: 1,665.13
PARTS COVERAGE CREDIT: 0.00 CR
TOTAL PARTS: 1,665.13
SURCHARGE TOTAL: 0.00
LABOR: 2,030.10
LABOR COVERAGE CREDIT: 0.00 CR
TOTAL LABOR: 2,030.10
MISC.: 0.00
MISC. COVERAGE CREDIT: 0.00 CR
TOTAL MISC.: 0.00
LOCAL 0.00

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Sales and Service

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Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

DEARBORN MI BRANCH
3700 WYOMING
DEARBORN, MI 48120-
3-6200

REPRINT

INVOICE NO

S2-11799

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287

OWNER

DEARBORN HEIGHTS DPW
6045 FENTON ST
DEARBORN HTS, MI 48127-3287
CARL. KENNEDY - 313 7916010

PAGE 5 OF 5

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE		
08-AUG-2024	25-081	16-APR-2019	L9 CM2350 L116B		FREIGHTLINER		
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL		
221752		22-JUL-2024	74371986		M2 108		
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.		
163802	BL295		19637	Swager 35	35		
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

OSN/MSN/VIN

1FVACXFE4KHKL1371

Account # 101-440-932,000

Billing inquiries? Call (877)480-6970

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SUB TOTAL: 4,119.14

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 4,119.14

AUTHORIZED BY (Print Name)

John Danci

SIGNATURE

[Signature]

DATE

8/13/24

**DOMINION
VOTING**



P.O. Box #343
Broomfield CO 80038 United States
FED ID#27-0565149

Invoice Date	08/14/2024
Invoice #	DVS155736
Page	1

Bill To:

Dearborn Heights City, MI (Wayne County)
Lynne Senia
6045 Fenton Street
Dearborn Heights MI 48127

Ship To:

City of Dearborn Heights, MI (Wayne County)
Lynne Senia
6045 Fenton Street
Dearborn Heights MI 48127

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		USMIDEARBO	LPATRICOLA	BEST WAY	Net 30	08/16/2024	66,056
Ordered	Shipped	B/O	Item Description		Discount	Unit Price	Ext. Price
28	28	0	Election Setup - Base per ICP Precinct (27 ED ICP Precincts, 1 EV ICP2 Precinct)		\$0.00	\$125.00	\$3,500.00
1	1	0	Election Setup - Base per AVCB Precinct (AVCB928 1 ICC)		\$0.00	\$125.00	\$125.00
2	2	0	Election Setup - ADA Setup Per Unit (1 ED VAT, 1 EV VAT)		\$0.00	\$10.00	\$20.00

Approved for payment

Lynne M. Senia

101-190-818.000

8/14/24

REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214	COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349	Subtotal	\$3,645.00
		Tax	\$0.00
		Freight	\$0.00
		Trade Discount	\$0.00
		Total	\$3,645.00

Comments: SF0030446

DOMINION
VOTING



P.O. Box #343
Broomfield CO 80038 United States
FED ID#27-0565149

Invoice Date	08/14/2024
Invoice #	DVS155729
Page	1

Bill To:

Dearborn Heights City, MI (Wayne County)
Lynne Senia
6045 Fenton Street
Dearborn Heights MI 48127

Ship To:

City of Dearborn Heights, MI (Wayne County)
Lynne Senia
6045 Fenton Street
Dearborn Heights MI 48127

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		USMIDEARBO	LPATRICOLA	BEST WAY	Net 30	08/20/2024	66,061
Ordered	Shipped	B/O	Item Description		Discount	Unit Price	Ext. Price
2	2	0	On-site Services - Election Day (Aug 2024 Primary Dedicated Election Support)		\$0.00	\$2,000.00	\$4,000.00

Approved for payment
Lynne M. Senia
101-190-818.000
8/14/24

REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214	COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349	Subtotal	\$4,000.00
		Tax	\$0.00
		Freight	\$0.00
		Trade Discount	\$0.00
		Total	\$4,000.00

Comments: SF0030547

Allen Park Belleville Brownstown Twp. Dearborn Heights Ecorse Lincoln Park	Downriver Utility Wastewater Authority 25805 Northline Road • Taylor, Michigan 48180	River Rouge Riverview Romulus Southgate Taylor Van Buren Twp. Wyandotte
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INVOICE

City of Dearborn Heights
6045 Fenton Street
Dearborn Heights MI 48127

CUST #: 004
INVOICE #: 0000303238
SERVICE DATE: 08/01/2024
INVOICE DATE: 08/06/2024
DUE DATE: 09/05/2024

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Excess Flow (Legacy)	0.600	43,034.0000	25,820.40
Excess Flow (New)	0.400	22,066.0000	8,826.40
Sewage (New)	0.400	90,118.0000	36,047.20
			<i>Shb</i> 8/13/24
Monthly Fixed Charges	TOTAL INVOICE		70,694.00
Year 2 Phase-In (60% Legacy, 40% New Methodology)	Adjustments		0.00
Billing Period: AUGUST 2024	Payments Applied		0.00
	BALANCE DUE		70,694.00

Please mail payment to:

PO Box 2146
ATTN: Doug Drysdale
Southgate, MI 48195
(734) 493-2456
DNS.FinancialSvcs@gmail.com

City of Dearborn Heights
6045 Fenton Street
Dearborn Heights MI 48127

CUST #: 004
INVOICE #: 0000303238
SERVICE DATE: 08/01/2024
INVOICE DATE: 08/06/2024
DUE DATE: 09/05/2024
AMOUNT DUES: 70,694.00





INVOICE

Document Number 26693	Document Date 07/25/2024	Page 1/1
---------------------------------	------------------------------------	--------------------

Customer No. C-018153	Contact / Phone / Email LEonard PARKER 313-791-6009 lparker@cl.dearborn-heights.mi.
---------------------------------	---

Duke's Job Number 2981	PO Number
----------------------------------	-----------

Payment Terms
Net 30

DEARBORN HEIGHTS, CITY
24600 Van Born Rd
Dearborn Heights MI 48125
USA

Shipping Type	FOB Point
---------------	-----------

Delivery Address
DEARBORN HEIGHTS, CITY
24600 VAN BORN
DEARBORN HEIGHTS MI 48125
USA

Invoice Remarks

Service Dates: July 15 - July 21, 2024

Job Details

CCTV-2304-Dearborn Heights ER-2412

Description	Quantity	UoM	Price	Total
12" CCTV Only	168.5		\$ 0.75	\$ 126.38
Emergency Response - Cleaning	9.25		\$ 250.00	\$ 2,312.50
Emergency Response - CCTV	9.25		\$ 250.00	\$ 2,312.50

Invoice Subtotal: **\$ 4,751.38**

Total Before Tax: **\$ 4,751.38**

Total Tax Amount: **\$ 0.00**

Total Amount: \$ 4,751.38

Balance Due: \$ 4,751.38

John D. 8/13/24

Account # 592-540-818,030

Remittance Address

Duke's Root Control, Inc.
400 Airport Rd., Suite E
Elgin, IL 60123



Tax ID No.: 75-3026801

Website: www.dukes.com

Accounting

Phone: 800-447-6687

Fax: 315-475-4203

E-Mail: accounts@dukes.com



INVOICE

Document Number 27300	Document Date 08/12/2024	Page 1/1
---------------------------------	------------------------------------	--------------------

Customer No. C-018153	Contact / Phone / Email LEonard PARKER 313-791-6009 lparker@cl.dearborn-heights.mi.
---------------------------------	---

Duke's Job Number 2981	PO Number
----------------------------------	-----------

Payment Terms
Net 30

DEARBORN HEIGHTS, CITY
24600 Van Born Rd
Dearborn Heights MI 48125
USA

Shipping Type	FOB Point
---------------	-----------

Delivery Address
DEARBORN HEIGHTS, CITY
24600 VAN BORN
DEARBORN HEIGHTS MI 48125
USA

Invoice Remarks

Service Dates: July 29 - August 10, 2024

Job Details

CCTV-2304-Dearborn Heights ER-2412

Description	Quantity	UoM	Price	Total
12" CCTV Only	716.7		\$ 0.75	\$ 537.53
Emergency Response - Cleaning	47.5		\$ 250.00	\$ 11,875.00
Emergency Response - CCTV	37.5		\$ 250.00	\$ 9,375.00

Invoice Subtotal: **\$ 21,787.53**

Total Before Tax: **\$ 21,787.53**

Total Tax Amount: **\$ 0.00**

Total Amount: \$ 21,787.53

Balance Due: \$ 21,787.53

Account # 592-540-818,030

JhDi 8/13/24

Remittance Address

Duke's Root Control, Inc.
400 Airport Rd., Suite E
Elgin, IL 60123



Tax ID No.: 75-3026801

Website: www.dukes.com

Accounting

Phone: 800-447-6687

Fax: 315-475-4203

E-Mail: accounts@dukes.com

Monthly Statement

Aug 3, 2024

Statement Number: 577071-080324

Customer Number: 577071

CITY OF DEARBORN HEIGHTS - FIRE DEPARTM
6045 Fenton St
DEARBORN HEIGHTS, MI 48127-3287



FLEET MANAGEMENT

Billing Solutions Team

ARBilling@efleets.com

1-866-556-2864

Combined Summary

Account	Previous Balance	Payments	Adjustments	New Charges	New Balance	Amount Due
Monthly Invoice	\$4,414.85	-	-	\$4,447.76	\$8,862.61	\$8,862.61
Unapplied Payments	-	(\$5,024.13)	-	-	(\$5,024.13)	-
Total amount due:						\$8,862.61

Total amount due: \$8,862.61

Payment is due upon receipt, late if not paid by 2024-08-20

Late payment warning: Past due items are subject to a Finance Charge of 1.5% per month (annual rate of 18%)

AUG 12 2024

O.K. to pay
(335-818)

For additional billing details or to enroll in autopay, visit Billing » Statements at:

<https://login.efleets.com>

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

OK

Please return bottom portion with your payment

Return Address:

CITY OF DEARBORN HEIGHTS - FIRE DEPARTM
6045 Fenton St
DEARBORN HEIGHTS, MI 48127-3287

Statement Number

577071-080324

Payment Due Date

2024-08-20

Current Month Charges (FBN5111239)

\$4,381.53

Other Charges**

\$4,481.08

Total Amount Due

\$8,862.61

Mail To:

Enterprise FM Trust
Enterprise Fleet Management Customer Billing
PO Box 800089
Kansas City, MO 64180-0089
United States

Amount Enclosed:

\$ 4,381.53

Make check payable to:

ENTERPRISE FM TRUST

** Other Charges include total of previous balances, finance charges, and adjustments less payments received

For additional payment options, visit
Billing » Statements at: <https://login.efleets.com>



Statement Number: 577071-080324
Statement Date: 2024-08-03
Customer: CITY OF DEARBORN HEIGHTS - FIRE DEPARTM
Payments

Payments Received

Date	Cust Num	Type	Reference #	Total Payment	Paid To:	Monthly Invoices	Out of Cycle Invoices	Unapplied	Lease Prepayment
2024-07-31	577071	Check	0192492	(\$5,024.13)		-	-	(\$5,024.13)	-
Payment Totals				(\$5,024.13)		-	-	(\$5,024.13)	-

Statement Number: 577071-080324
Statement Date: 2024-08-03
Customer: CITY OF DEARBORN HEIGHTS - FIRE DEPARTM
Invoice#: FBN511239

Monthly Invoices

Previous Balance	\$4,414.85 +
Payments	\$0.00 +
New Finance Charges	\$66.23 +
Current Month Charges (FBN511239)	\$4,381.53 +
New balance as of 2024-08-03	\$8,862.61

Finance Charges

Date	Customer	Vehicle	Customer Vehicle ID	Driver	Item ID	Charge
2024-08-02	577071	22K32G ¹		Adam Kowalski	22K32G-0724-X1	\$1.36
2024-08-02	577071	22K32W ¹		Max Mitts	22K32W-0724-X1	\$1.59
2024-08-02	577071	22VXMT ¹		Anthony Cerroni	22VXMT-0724-X1	\$6.01
2024-08-02	577071	23GDG9 ¹		Battalion Chief	23GDG9-0724-X1	\$13.41
2024-08-02	577071	26L8DF ¹		Please Provide	26L8DF-0724-X1	\$12.06
2024-08-02	577071	26RB9Z ¹		Please Provide	26RB9Z-0724-X1	\$12.06
2024-08-02	577071	26RKXT ¹		David Brogan	26RKXT-0724-X1	\$9.87
2024-08-02	577071	26RL46 ¹		Vaskin Badalow	26RL46-0724-X1	\$9.87
Total Finance Charges						\$66.23

For additional billing details and past charges or to enroll in autopay, visit Billing » Statements at <https://fleet.efforts.com>

 **AutoPay** is now available!
Simplify and automate your monthly invoice payment
Enroll today by visiting Billing » Statements at <https://fleet.efforts.com>



Statement Number: 577071-080324
Statement Date: 2024-08-03
Customer: CITY OF DEARBORN HEIGHTS - FIRE DEPARTM
Invoice #: FBN5111239

For additional billing details and past charges or to enroll in autopay,
visit Billing » Statements at <https://login.fleet5.com>

Charge Summary

Customer: **577071** Customer Vehicle ID: - Vehicle: **22K32G¹** YMM: **2018 FORD F-15** Driver: **Adam Kowalski** Mos in Service: **82** Term: **93**

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2024/08/01-08/31	22K32G-0824-MR	Lease Charge (Full Month): Rent	\$25.00	\$81.54	\$81.54
		Lease Charge (Full Month): Full Maintenance	\$56.54		
			Vehicle Total:		\$81.54

Customer: **577071** Customer Vehicle ID: - Vehicle: **22K32W¹** YMM: **2018 FORD F-15** Driver: **Max Mitts** Mos in Service: **82** Term: **93**

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2024/08/01-08/31	22K32W-0824-MR	Lease Charge (Full Month): Rent	\$25.00	\$81.54	\$81.54
		Lease Charge (Full Month): Full Maintenance	\$56.54		
			Vehicle Total:		\$81.54

Customer: **577071** Customer Vehicle ID: - Vehicle: **22VXMT¹** YMM: **2019 FORD ESCA** Driver: **Anthony Cerroni** Mos in Service: **68** Term: **72**

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2024/08/01-08/31	22VXMT-0824-MR	Lease Charge (Full Month): Rent	\$337.96	\$400.73	\$400.73
		Lease Charge (Full Month): Full Maintenance	\$62.77		
			Vehicle Total:		\$400.73

Customer: **577071** Customer Vehicle ID: - Vehicle: **23GDG9¹** YMM: **2020 FORD EXPE** Driver: **Battalion Chief** Mos in Service: **55** Term: **60**

Date	Item ID	Charge Detail	Charge	Tax	Subtotal
2024/08/01-08/31	23GDG9-0824-MR	Lease Charge (Full Month): Rent	\$852.74	\$893.72	\$893.72
		Lease Charge (Full Month): Full Maintenance	\$40.98		
			Vehicle Total:		\$893.72

Statement Number: 577071-080324
Statement Date: 2024-08-03
Customer: CITY OF DEARBORN HEIGHTS - FIRE DEPARTM
Invoice #: FBN511239

For additional billing details and past charges or to enroll in autopay,
visit Billing » Statements at <https://logix.easyscan>

Charge Summary

Customer: 577071		Customer Vehicle ID: -	Vehicle: 26L8DF1	YMM: 2023 FORD F-25	Driver: Please Provide	Mos in Service: 13	Term: 60
Date	Item ID	Charge Detail	Charge	Tax	Subtotal		
2024/08/01-08/31	26L8DF-0824-MR	Lease Charge (Full Month): Rent	\$755.48		\$804.25		
		Lease Charge (Full Month): Full Maintenance	\$48.77				
				Vehicle Total:	\$804.25		
Customer: 577071		Customer Vehicle ID: -	Vehicle: 26RB9Z1	YMM: 2023 FORD F-25	Driver: Please Provide	Mos in Service: 13	Term: 60
Date	Item ID	Charge Detail	Charge	Tax	Subtotal		
2024/08/01-08/31	26RB9Z-0824-MR	Lease Charge (Full Month): Rent	\$755.48		\$804.25		
		Lease Charge (Full Month): Full Maintenance	\$48.77				
				Vehicle Total:	\$804.25		
Customer: 577071		Customer Vehicle ID: -	Vehicle: 26RKXT1	YMM: 2023 FORD EDGE	Driver: David Brogan	Mos in Service: 17	Term: 60
Date	Item ID	Charge Detail	Charge	Tax	Subtotal		
2024/08/01-08/31	26RKXT-0824-MR	Lease Charge (Full Month): Rent	\$610.63		\$657.75		
		Lease Charge (Full Month): Full Maintenance	\$47.12				
				Vehicle Total:	\$657.75		
Customer: 577071		Customer Vehicle ID: -	Vehicle: 26RL461	YMM: 2023 FORD EDGE	Driver: Vaskin Badalow	Mos in Service: 17	Term: 60
Date	Item ID	Charge Detail	Charge	Tax	Subtotal		
2024/08/01-08/31	26RL46-0824-MR	Lease Charge (Full Month): Rent	\$610.63		\$657.75		
		Lease Charge (Full Month): Full Maintenance	\$47.12				
				Vehicle Total:	\$657.75		
		(Subtotal) Current Charges for Customer 577071:					
		(Total) Current Charges for Customer 577071:					

\$4,381.53

5/5 54T00 T090 0200J 20E5E000



Page 7 of 7
For additional billing details and past charges or to enroll in autopay, visit [Billing » Statements at https://login.electra.com](https://login.electra.com)

Statement Number: 577071-080324
Statement Date: 2024-08-03
Customer: CITY OF DEARBORN HEIGHTS - FIRE DEPT
Unapplied & Partially Applied Payment

Unapplied Payments

Amounts shown have been received but not fully applied at the time of this statement. Unapplied payments do not reduce the Amount Due. Your Client Account Coordinator will contact you regarding any outstanding unapplied payments.

Date	Type	Reference #	Amount	Applied Amount	Balance Remaining
2024-08-01	Check	0192492	(\$5,024.13)	-	(\$5,024.13)
Total unapplied balance remaining					(\$5,024.13)



FLEET MANAGEMENT

ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City, MO 64180-0089

>00145 00035382 F002D C601 11464



CITY OF DEARBORN HEIGHTS - FIRE DEPARTM
6045 Fenton St
DEARBORN HEIGHTS, MI 48127-3287



5/1 54100 T09C 0200F 24E5E000

Monthly Statement

Aug 3, 2024

Statement Number: 576941-080324

Customer Number: 576941

CITY OF DEARBORN HEIGHTS - CODE ENFORCE

6045 Fenton St

DEARBORN HEIGHTS, MI 48127-3287

enterprise

FLEET MANAGEMENT

Billing Solutions Team

ARBilling@efleets.com

1-866-556-2864

Combined Summary

Account	Previous Balance	Payments	Adjustments	New Charges	New Balance	Amount Due
Monthly Invoice	\$4,223.54	-	-	\$2,375.91	\$6,599.45	\$6,599.45
Total amount due:						\$6,599.45

Total amount due: \$6,599.45

Payment is due upon receipt, late if not paid by 2024-08-20

Late payment warning: Past due items are subject to a Finance Charge of 1.5% per month (annual rate of 18%)

For additional billing details or to enroll in autopay, visit Billing » Statements at: <https://login.efleets.com>

Pay ~~\$\$\$~~ \$ 2,375.91

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

RECEIVED
8/12/24

Approved
Date 8/12/24
\$ 2,375.91

Return Address:

CITY OF DEARBORN HEIGHTS - CODE ENFORCE
6045 Fenton St
DEARBORN HEIGHTS, MI 48127-3287

#101-426-818.000

Statement Number

576941-080324

Payment Due Date

2024-08-20

Current Month Charges (FBN5111294)

~~\$2,312.94~~

Other Charges**

~~\$4,286.51~~

Total Amount Due

\$6,599.45

\$ 2375.91

Mail To:

Enterprise FM Trust
Enterprise Fleet Management Customer Billing
PO Box 800089
Kansas City, MO 64180-0089
United States

Amount Enclosed:

\$

Make check payable to:

ENTERPRISE FM TRUST

** Other Charges include total of previous balances, finance charges, and adjustments less payments received

For additional payment options, visit Billing » Statements at: <https://login.efleets.com>

Your statement is continued on the next page.

through

through



Statement Number: 576941-080324
Statement Date: 2024-08-03
Customer: CITY OF DEARBORN HEIGHTS - CODE ENFORCE
Invoice#: FBN5111294

Monthly Invoices

Previous Balance	\$4,223.54 +
Payments	\$0.00 +
New Finance Charges	\$62.97 +
Current Month Charges (FBN5111294)	\$2,312.94 +
New balance as of 2024-08-03	\$6,599.45

Finance Charges

Date	Customer	Vehicle	Customer Vehicle ID	Driver	Item ID	Charge
2024-08-02	576941	25HDSN1	Code Enforcement	#7	25HDSN-0724-X1	\$4.96
2024-08-02	576941	25HDV31	Code Enforcement	#6	25HDV3-0624-X2	\$3.45
2024-08-02	576941	25HDV31	Code Enforcement	#6	25HDV3-0724-X1	\$4.96
2024-08-02	576941	25HDV41	Code Enforcement	#2	25HDV4-0624-X2	\$4.96
2024-08-02	576941	25HDV41	Code Enforcement	#2	25HDV4-0724-X1	\$4.96
2024-08-02	576941	25HDV61	Code Enforcement	#5	25HDV6-0624-X2	\$4.96
2024-08-02	576941	25HDV61	Code Enforcement	#5	25HDV6-0724-X1	\$4.96
2024-08-02	576941	25HDV91	Code Enforcement	#4	25HDV9-0624-X2	\$4.96
2024-08-02	576941	25HDV91	Code Enforcement	#4	25HDV9-0724-X1	\$4.96
2024-08-02	576941	25HDVC1	Code Enforcement	#8	25HDVC-0624-X2	\$4.96
2024-08-02	576941	25HDVC1	Code Enforcement	#8	25HDVC-0724-X1	\$4.96
2024-08-02	576941	25HDVD1	Code Enforcement	#3	25HDVD-0624-X2	\$4.96
2024-08-02	576941	25HDVD1	Code Enforcement	#3	25HDVD-0724-X1	\$4.96
Total Finance Charges:						\$62.97

For additional billing details and past charges or to enroll in autopay, visit [Billing » Statements at https://login.efforts.com](https://login.efforts.com)

AutoPay is now available!
Simplify and automate your monthly invoice payment
Enroll today by visiting [Billing » Statements at https://login.efforts.com](https://login.efforts.com)

Statement Number: 576941-080324
Statement Date: 2024-08-03
Customer: CITY OF DEARBORN HEIGHTS - CODE ENFORCE
Invoice #: FBNS111294

Page 4 of 5
For additional billing details and past charges or to enroll in autopay, visit [Billing » Statements at billpay.dhsnet.com](#)

Charge Summary

Customer: 576941		Customer Vehicle ID:	Code Enforcement	Vehicle: 25HDSN'	YMM: 2022 FORD ESCA	Driver: #7	Mos in Service: 27	Term: 60
Date	Item ID	Charge Detail		Charge	Tax	Subtotal		
2024/08/01-08/31	25HDSN-0824-MR	Lease Charge (Full Month): Rent		\$280.44	\$330.42	\$330.42		
		Lease Charge (Full Month): Full Maintenance		\$49.98				
		Vehicle Total:				\$330.42		
Customer: 576941		Customer Vehicle ID:	Code Enforcement	Vehicle: 25HVD3'	YMM: 2022 FORD ESCA	Driver: #6	Mos in Service: 27	Term: 60
Date	Item ID	Charge Detail		Charge	Tax	Subtotal		
2024/08/01-08/31	25HVD3-0824-MR	Lease Charge (Full Month): Rent		\$280.44	\$330.42	\$330.42		
		Lease Charge (Full Month): Full Maintenance		\$49.98				
		Vehicle Total:				\$330.42		
Customer: 576941		Customer Vehicle ID:	Code Enforcement	Vehicle: 25HVD4'	YMM: 2022 FORD ESCA	Driver: #2	Mos in Service: 27	Term: 60
Date	Item ID	Charge Detail		Charge	Tax	Subtotal		
2024/08/01-08/31	25HVD4-0824-MR	Lease Charge (Full Month): Rent		\$280.44	\$330.42	\$330.42		
		Lease Charge (Full Month): Full Maintenance		\$49.98				
		Vehicle Total:				\$330.42		
Customer: 576941		Customer Vehicle ID:	Code Enforcement	Vehicle: 25HVD6'	YMM: 2022 FORD ESCA	Driver: #5	Mos in Service: 27	Term: 60
Date	Item ID	Charge Detail		Charge	Tax	Subtotal		
2024/08/01-08/31	25HVD6-0824-MR	Lease Charge (Full Month): Rent		\$280.44	\$330.42	\$330.42		
		Lease Charge (Full Month): Full Maintenance		\$49.98				
		Vehicle Total:				\$330.42		

Statement Number: 576941-080324
Statement Date: 2024-08-03
Customer: CITY OF DEARBORN HEIGHTS - CODE ENFORCE
Invoice #: FBN5111294

For additional billing details and past charges or to enroll in autopay, visit Billing » Statements at <https://login.eleets.com>

Charge Summary

Customer: 576941		Customer Vehicle ID: Code Enforcement	Vehicle: 25HDV9'	YMM: 2022 FORD ESCA	Driver: #4	Mos in Service: 27	Term: 60
Date	Item ID	Charge Detail	Charge	Tax	Subtotal		
2024/08/01-08/31	25HDV9-0824-MR	Lease Charge (Full Month): Rent	\$280.44		\$330.42		
		Lease Charge (Full Month): Full Maintenance	\$49.98				
			Vehicle Total:		\$330.42		
Customer: 576941		Customer Vehicle ID: Code Enforcement	Vehicle: 25HDVC'	YMM: 2022 FORD ESCA	Driver: #8	Mos in Service: 27	Term: 60
Date	Item ID	Charge Detail	Charge	Tax	Subtotal		
2024/08/01-08/31	25HDVC-0824-MR	Lease Charge (Full Month): Rent	\$280.44		\$330.42		
		Lease Charge (Full Month): Full Maintenance	\$49.98				
			Vehicle Total:		\$330.42		
Customer: 576941		Customer Vehicle ID: Code Enforcement	Vehicle: 25HDVD'	YMM: 2022 FORD ESCA	Driver: #3	Mos in Service: 27	Term: 60
Date	Item ID	Charge Detail	Charge	Tax	Subtotal		
2024/08/01-08/31	25HDVD-0824-MR	Lease Charge (Full Month): Rent	\$280.44		\$330.42		
		Lease Charge (Full Month): Full Maintenance	\$49.98				
			Vehicle Total:		\$330.42		
Customer Vehicle ID Total:					\$2,312.94		
				(Subtotal) Current Charges for Customer	576941:		
				(Total) Current Charges for Customer	576941:		
					\$2,312.94		



1931 SNOW ROAD
LANSING, MI 48917-9505

Please contact with Questions: 517-322-0300

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0206592	\$5,869.20	7008	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #3386
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 587894

SHIP TO:

CITY OF DEARBORN HEIGHTS
6045 FENTON
CONTROLLERS OFFICE
METER ACCOUNT
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
24600 VANBORN RD
METER ACCOUNT
DEARBORN HEIGHTS, MI 48125

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
2053	2053	MIE		DMH	R900	08/08/24	IO 16945
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
40	40	N13341200	R900 V4 WALL MIU	148.730	EA	5869.20	
INVOICE SUB-TOTAL						5869.20	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Account # 592-539-791,000							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							
							

Sh. Di
8/13/24

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$5,869.20

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, Incorporated by reference. Seller may convert checks to ACH.



Invoice #202380652

From

HealthJoy, LLC
PO Box 776932
Chicago, IL 60677-6932

Bill To

City of Dearborn Heights
Cameron Eggly
6045 Fenton Street
Dearborn Heights, MI 48127
United States

Invoice Summary

Invoice Number	202380652
Date	07/18/2024
Terms	Net 30
Due Date	08/17/2024
Amount Due (USD)	\$ 1,657.50

Item / Description	Quantity	Rate	Amount
Navigation Platform Subscription Fee(s) for 07/01/2024 to 07/31/2024	255	4.00	1,020.00
Medical Bill Review Subscription Fee(s) for 07/01/2024 to 07/31/2024	255	0.50	127.50
General Medical Subscription Fee(s) for 07/01/2024 to 07/31/2024	255	2.00	510.00
Amount Due (USD)			\$ 1,657.50

For questions regarding this invoice, email us at ar@healthjoy.com

ACH Instructions (preferred method):

Account Name: HealthJoy, LLC
Account Number: 0002684705
Routing Number: 071006486
Remittance Advice: ar@healthjoy.com

Lockbox Address (for check payments):

HealthJoy, LLC
PO Box 776932
Chicago, IL 60677-6932

- For questions regarding billing and FAQs, visit <https://go.healthjoy.com/invoicing-faqs>
- Download a copy of our most recent Form W-9: <https://go.healthjoy.com/W-9>
- If you are exempt from sales tax, please send exemption certificate to salestax@healthjoy.com

101-200-716.000
OK to pay
8/12/24




P.O. Box 820 Holland, OH 43528
800-875-2785

Dearborn Heights City
Libraries (MI)
Digital Account
24590 George Street
Dearborn Heights MI 48127

Invoice # 505843260
Customer # 2000018140
Customer Ref #
Payment Terms: Terms: 30 Days Net
Page 1 of 1

Month Ending 07/31/2024

Description	Quantity	Extended Amount
Digital Audiobook	399	1,064.13
Digital BingePass	12	31.88
Digital Comics	22	22.07
Digital Ebook	171	297.49
Digital Movie	72	166.35
Digital Music	18	27.82
Digital Television	86	126.62
Amount Due :	780	1,736.36
Total Due in USD :		1,736.36

736-178-807.0
CUC 10/17/17
171

8/6/2024

To view and/or download transactional data for the above charges, please login to your account at <https://midwesttape.com>

Remit ACH/wire payments to:

Beneficiary Bank: Key Bank
Beneficiary Bank Routing Number: 021052053
Beneficiary Account Name: Midwest Tape LLC
Beneficiary Account #: 14628438

Remit check payments to:
Midwest Tape, LLC
P.O. Box 715733
Cincinnati, OH 45271-5733

Federal ID# 37-1499686

For questions on your invoice, please email us at accountsreceivable@hoopladigital.com

Phone #	313-274-3588
E-mail	info@ibelectric.com
Fax #	313-281-8164
Web Site	www.ibelectric.com

22345 W Warren,
Dearborn Heights
MI 48127

Invoice

Date	Invoice #
1/5/2024	33050
P.O. No.	Project

Terms

Ship To	Bill To
25637 Michigan Ave Dearborn Heights, MI 48125	City Of Dearborn Heights 6045 Fenton Dearborn Heights, MI 48127

Item	Quantity	Description	Rate	Amount
Work Description	20	Install #20 LED Pole Lights 300W	350.00	7,000.00T

Total	\$7,000.00
Sales Tax (0.0%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$7,000.00

OK TO Pay



8/1/24

01-200-818.000

Payments/C
Balance

CUSTOMER #: 38969

270721



INVOICE

CITY OF DEARBORN HEIGHTS
25635 MICH AVE
DEARBORN HEIGHTS, MI 48127
HOME: 313-791-3440 CONT: 313-791-3440
BUS: CELL: 313-300-6743

33200 MICHIGAN AVENUE
WAYNE, MICHIGAN 48184-1876
PHONE: (734) 722-9100
STATE REGISTRATION NO. F 103409

PAGE 1

SERVICE ADVISOR: 48162 DYLAN LEE

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/ OUT	TAG
	14	CHEVROLET TAHOE		1GNLC2E05ER159180		89657/89657	T5977
DEL DATE	PROD. DATE	WARR EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
31AUG15 DD			17:00 11JUN24		0.00	CHG	27JUN24

R.O. OPENED READY OPTIONS: DLR: 44290

10:46 11JUN24 14:12 27JUN24

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A C/S THE AC DOES NOT WORK AT ALL CHECK AND ADVISE

700 REPLACE REAR EVAP CORE AND RECHARGE AC SYSTEM

490 KLATT, DAVID LIC#: M224409

CPC 10.00

1 84802280 (S) EVAPORATOR

1322.98	1322.98
424.02	381.62

64 19433843B R134 PER OZ

1.50	1.35	86.40
------	------	-------

2 88901445B R134 PAGOIL PER OZ

5.00	4.50	9.00
------	------	------

B N212328800 Front Passenger Airbag Takata Inflator - Priority Group 10

CAUSE: CAMPAIGN RECALL

9105803 REPLACE DUAL STAGE FRONT PASSENGER AIR

BAG INFLATOR

490 KLATT, DAVID LIC#: M224409

WAR 0.80

1 84304240 AIRBAG

(N/C)

(N/C)

REPLACE DUAL STAGE AIRBAG INFLATOR 68213510421958

OK TO PAY

101-300-932.000

Le. Sep
8/9/24

THANK YOU FOR YOUR BUSINESS!! SERVICE HOURS
ARE MONDAY-FRIDAY FROM 8:00 AM TO 6:00 PM
CERTIFICATIONS-ALL REPAIRS AND PARTS LISTED
WERE FURNISHED IN COMPLIANCE WITH MICHIGAN
AUTO REPAIRS ACT (P.A. 300)

X

All parts and repairs listed were furnished in
compliance with the Michigan Auto Repair Act
P.A. 300.



ALL LABOR GUARANTEED FOR TWELVE
MONTHS OR TWELVE THOUSAND MILES.
ALL NEW, OEM PARTS GUARANTEED FOR
TWELVE MONTHS OR TWELVE THOUSAND MILES.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the
warranties with respect to the sale of this
item/items. The Seller hereby expressly
disclaims all warranties, either express or
implied, including any implied warranty of
merchantability or fitness for a particular
purpose. Seller neither assumes nor
authorizes any other person to assume for it
any liability in connection with the sale of
this item/items.

EMAIL ADDRESS

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	1322.98
PARTS AMOUNT	477.02
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	1800.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	1800.00

CUSTOMER COPY

CUSTOMER #: DE2040
UNIT# 32

567013



13385 Inkster Road • Taylor, Michigan 48180
Phone (734) 941-1801 • Fax (734) 941-9120
Facility Registration no.: F128927

CITY OF DEARBORN HEIGHTS
6045 FENTON ST
DEARBORN HGTS., MI 48127

INVOICE

PAGE 1

HOME: CONT: 313-791-6010
BUS: 313-791-6010 CELL:

SERVICE ADVISOR: 536 JEANINE FELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	12	INTERNATIONAL WORKST	1HTJTSKN8CJ550936		34321/34321	T32	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN12 DE			17:00 10APR24	24-055	170.00	CHG	30MAY24

R.O. OPENED: 10APR24 30MAY24
READY: 10APR24 30MAY24
OPTIONS: DLR: 01305-0298

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CHECK AND ADVISE	CUTOMER STATES UNIT WILL NOT REGEN-	SCAN FOR CODES				

MM MISCELLANEOUS GENERAL REPAIR(S)							
572 CT2	6.50						
99 CT2	2.60						
	9.10						
1 2593756C92 SENSOR EXHAUST GAS TEMPERATURE T2					1547.00	1547.00	
PARTS: 214.77	LABOR: 1547.00	OTHER: 0.00	TOTAL LINE A:			214.77	1761.77

34321

HOOKED UP J PRO TO SEARCH FOR ANY CODES. NO CODES STORED.
PUT UNIT INTO A FORCED REGEN AND WATCHED THE SENSOR TEMPS AND PRESSURES.

THE DPF INLET SENOR WAS NOT READING AS IT SHOULD INLINE WITH THE REST. AS IF THE 2ND SENSOR AND THIS ONE HAD BEEN SWITCHED? CLIMBED UNDERNEATH UNIT AND CHECKED THE SENSOR PLACEMENT AND WIRING. EVERYTHING SEEMED AS IT SHOULD. REMOVED DPF PRESSURE SENSORS AND CHECKED FOR ANY CLOGGING. EVERYTHING CHECKED OUT.
RESET SOOT LEVELS AND PUT UNIT INTO A SECOND REGEN. SAME ISSUES. REPLACED THE DPF INLET SENSOR AND RAN IT THROUGH ANOTHER REGEN. STILL THE SAME OUT COME. REQUESTING TO SEND IT TO INTERNATIONAL FOR AN UPDATE

8006 DIRECTED TO CONCENTRATE ON THE LEVEL STATUS FOR AFTER TREATMENT--CHECK INTO REQUEST-WHEN RUNNING AT HIGH IDLE SIMULATE STREET CLEANING DID NOTICE THE SOOT LOAD CLIMB SLOWLY AS SOON IT REACHED 80% LEVEL 1 FLAGGED-I INITIATED A DRIVER REGEN AND MONITOR SOOT LOAD LEVEL SEE IF DROPS--WHEN RUNNING DRIVERS REGEN SOOT LOAD SLOWLY CLIMBED UNTIL IT HIT 100% THEN WENT TO LEVEL 3-UNIT IS UP TO DATE ON CALIBRATION FOR ENGINE ECM-ALL SENSORS/ACTUATORS APPEAR TO BE WORKING AND COMMUNICATING AT THE TIME OF TESTING -NEED TO PULL DOC/DPF INSPECT/CLEANING--ADVISED AFTER UNIT HAS BEEN HERE FOR DAYS GOT SPONTANEOUSLY UPDATED THAT THE DPF HAS BEEN REMOVED AND CLEANED PREVIOUS "PAST"...

John Di
8/13/24

ORIGINAL ESTIMATE SUMMARY			DESCRIPTION	TOTALS
PARTS LABOR TOTAL			LABOR AMOUNT	
AUTHORIZED ADDITIONS			PARTS AMOUNT	
PARTS LABOR TOTAL			GAS, OIL, LUBE	
			SUBLET AMOUNT	
			MISC. CHARGES	
			TOTAL CHARGES	
			LESS INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH THE MICHIGAN AUTO REPAIR ACT P.A.300

CUSTOMER #: DE2040
UNIT# 32

567013



13385 Inkster Road • Taylor, Michigan 48180
Phone (734) 941-1801 • Fax (734) 941-9120
Facility Registration no.: F128927

CITY OF DEARBORN HEIGHTS
6045 FENTON ST
DEARBORN HGTS., MI 48127

INVOICE

PAGE 2

HOME: CONT:313-791-6010
BUS: 313-791-6010 CELL:

SERVICE ADVISOR: 536 JEANINE FELL

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/OUT		TAG
	12	INTERNATIONAL WORKST		1HTJTSKN8CJ550936			34321/34321		T32
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
01JAN12 DD			17:00 10APR24		24-055	170.00	CHG	30MAY24	

R.O. OPENED		READY		OPTIONS: DLR:01305-0298			
10APR24		30MAY24		Highway Department - Sweeper 32			
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

3207 REMOVE CLAMPS, DOC AND DPF
8006 WHEN STARTING UNIT NOTICED HEAVY BLACK SMOKE FROM EXHAUST WHEN
DOC/DPF IS REMOVED OFF UNIT-WORK
OFF ENGINE SERVICE MANUAL UNDER BLACK SMOKE OVERVIEW/POSSIBLE WHY
SOOT LOAD CLIMBS AND NOT GETTING
CLEANED/ HAVE NO HISTORY ON THIS UNIT--
8006 SOOT LOAD ISSUE-SMOKE TEST AT DOWN PIPE OUTLET SIGN OF LEAKS--
SINCE DPF WAS OFF AT CLEANING -- UPON CLOSER INSPECTION FOUND THE DPF
INFO
FACILITY/ADVISED OF MY PREV FINDINGS. I DONT SEE ANYTHING ON ROAD
TEST TO INDICATE AN ISSUE-UNIT IS UP TO BOOST
ON FULL LOAD/ONLY IT RUNS "WARM" AT TIMES--ADVISED REINSTALL
COMPONENTS AND RETEST FOR DPF FAULTS/LEVELS
PER CUSTOMER-WHEN STARTING WARMING UP LEVEL WENT FORM 3 TO LEVEL
1-RUN DRIVERS INITIATED REGEN RECORD
PARAMETERS IF ISSUE ARISES--IN ANALYZING PARAMETERS SEEN SOOT LOAD
DROP TO 49% AND ECM CUT OFF PROCESS
STATES REGEN NOT NEEDED AND LEVEL 1 BECAME INACTIVE-RESET DPF SOOT
LOAD PULLED REPORT

SUBL REPAIR INV 1043006S

CT2

3089.00 3089.00

CUSTOMER PAY MISC SUPPLIES FOR REPAIR ORDER

26.43

Account # 101-440-932.000



TRUCK CORPORATION

ALL PARTS NEW UNLESS OTHERWISE SPECIFIED SHOP SUPPLIES - A TOKEN CHARGE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLIES ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PINS, SPRAYS, SHELLAC, SOLVENT, RAGS, CLEANERS, TOWELS, SOLDER, ETC. REPAIRS PROPERLY COMPLETED AND CHECKED BY X		ORIGINAL ESTIMATE SUMMARY			DESCRIPTION		TOTALS	
		PARTS		LABOR	TOTAL	LABOR AMOUNT		1547.00
		AUTHORIZED ADDITIONS			PARTS AMOUNT		214.77	
		PARTS		LABOR	TOTAL	GAS, OIL, LUBE		0.00
		DEALER REG. NO.			SUBLET AMOUNT		3089.00	
MISC. CHARGES					26.43			
DISCLAIMER OF WARRANTIES THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS PRODUCT(S). BILL JONES ENTERPRISES, INC. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, ANY INJURIES, DAMAGES, CLAIMS, DEMANDS, COSTS AND EXPENSES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BILL JONES ENTERPRISES, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PRODUCT(S).		X			TOTAL CHARGES		4877.20	
					LESS INSURANCE		0.00	
					SALES TAX		0.00	
					PLEASE PAY THIS AMOUNT		4877.20	

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH THE MICHIGAN AUTO REPAIR ACT P.A.300



Michigan
Humane

INVOICE # DH 2407

City of Dearborn Heights
Attn: Bill Dishroon
25637 Michigan Avenue
Dearborn Heights, MI 48125

Animal handling contract for month ending **July 31, 2024**

Total # of additional court billable days:	-
Boarding rate per billable day:	\$ 55.00
	<u>\$ -</u>

Flat Rate Boarding Fees = \$ 5,726.25

Sick Injured Wildlife billable days:	3.00
Boarding Rate per billable day:	\$ 55.00
Sick/Injured Wildlife Boarding Fees=	<u>\$ 165.00</u>

Number of wildlife litters:	0.00
Fee per wildlife litter:	\$ 85.00
Wildlife litter fees =	<u>\$ -</u>

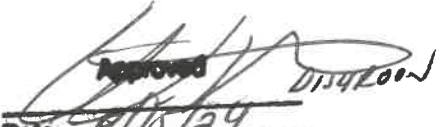
Healthy Wildlife billable days	0.00
Boarding Rate per billable day	\$ 85.00
Healthy Wildlife Fees	<u>\$ -</u>

Rabies testing fees =	\$ -
Total =	<u>\$ 5,891.25</u>

Less

Pick-up Fees	\$ 128.00
Boarding Fees	\$ 812.00
	<u>\$ 940.00</u>

Total Due = \$ 4,951.25

Approved 
Date 8/16/24
#101-426-806.000

devonqgA

10/10/10

Animal ID	Species	Outcome Type	Outcome Date	Intake Type	Intake Subtype	Intake Date	Intake Contract	Outcome Person	Out Street Address	Out Unit	Out City	Out Province	Out Postal Code	Out Email	Out Home Phone	Out Cell Phone
A0056270120	Dog	Return to Owner/Guardian	7/13/2024 5:57 PM	Transfer In	ACO Stray w/out ID no bite his	6/29/2024 5:24 PM	Dearborn Heights	Tyra Patterson	4628 Dudley		Dearborn Heights	MI	48125	Tyra_patterson@yahoo.com	(313) 787-5679	
A0056465520	Dog	Return to Owner/Guardian	7/13/2024 12:00 AM	Stray	Without ID no bite history	7/13/2024 12:00 AM	Dearborn Heights									
A0056287595	Dog	Return to Owner/Guardian	7/12/2024 12:00 AM	Stray	Without ID no bite history	7/13/2024 12:00 AM	Dearborn Heights									
A0056318864	Dog	Return to Owner/Guardian	7/18/2024 12:00 AM	Stray	Without ID no bite history	7/18/2024 12:00 AM	Dearborn Heights									
A0056351093	Dog	Return to Owner/Guardian	7/18/2024 12:00 AM	Stray	Without ID no bite history	7/18/2024 12:00 AM	Dearborn Heights									
A0056363755	Cat	Return to Owner/Guardian	7/16/2024 3:00 PM	Stray	Without ID no bite history	7/16/2024 12:05 PM	Dearborn Heights	Sana Aboukhodr	7490 w parkway st		Dearborn Heights	MI	48129	sanaaboukhodr@gmail.com	(484) 722-2253	
A0056368114	Cat	Stray			Without ID no bite history	7/15/2024 4:48 PM	Dearborn Heights									
A0056374218	Cat	Stray			Without ID no bite history	7/16/2024 3:37 PM	Dearborn Heights									
A0056374222	Cat	Stray			Without ID no bite history	7/16/2024 3:37 PM	Dearborn Heights									
A0056375067	Cat	Transfer Out	7/30/2024 1:50 PM	Stray	Without ID no bite history	7/16/2024 3:37 PM	Dearborn Heights	MH SNR release SNR	Dearborn Heights							
A0056375072	Cat	Stray			Without ID no bite history	7/16/2024 4:45 PM	Dearborn Heights									
A0056375282	Cat	Stray			Without ID no bite history	7/16/2024 4:45 PM	Dearborn Heights									
A0056378591	Cat	Stray			With ID no bite history	7/16/2024 5:01 PM	Dearborn Heights									
A0056380011	Cat	Stray			Without ID no bite history	7/17/2024 12:37 PM	Dearborn Heights									
A0056380011	Cat	Stray			Without ID no bite history	7/17/2024 1:09 PM	Dearborn Heights									
A0056380882	Cat	Transfer Out	7/30/2024 1:50 PM	Stray	Without ID no bite history	7/17/2024 2:06 PM	Dearborn Heights	MH SNR release SNR	Dearborn Heights							
A0056382203	Cat	Transfer Out	7/19/2024 9:19 AM	Stray	Without ID no bite history	7/17/2024 3:20 PM	Dearborn Heights	MH SNR release SNR	Dearborn Heights							
A0056382336	Cat	Adoption	7/31/2024 1:31 PM	Stray	Without ID no bite history	7/17/2024 3:31 PM	Dearborn Heights									
A0056383604	Cat	Stray			Without ID no bite history	7/17/2024 5:14 PM	Dearborn Heights									
A0056383609	Cat	Stray			Without ID no bite history	7/17/2024 5:14 PM	Dearborn Heights									
A0056383616	Cat	Stray			Without ID no bite history	7/17/2024 5:14 PM	Dearborn Heights									
A0056388936	Dog	Stray			Without ID no bite history	7/18/2024 1:53 PM	Dearborn Heights									
A0056394043	Cat	Transfer Out	7/30/2024 1:50 PM	Stray	Without ID no bite history	7/19/2024 10:15 AM	Dearborn Heights	MH SNR release SNR	Dearborn Heights							
A0056395669	Cat	Adoption	7/29/2024 3:39 PM	Stray	Without ID no bite history	7/19/2024 12:36 PM	Dearborn Heights									
A0056397112	Cat	Stray			Without ID no bite history	7/19/2024 2:27 PM	Dearborn Heights									
A0056397127	Cat	Transfer Out	7/31/2024 2:15 PM	Stray	Without ID no bite history	7/19/2024 2:27 PM	Dearborn Heights									
A0056397699	Cat	Transfer Out	7/20/2024 4:32 PM	Stray	Without ID no bite history	7/19/2024 3:11 PM	Dearborn Heights									
A0056399023	Cat	Stray			Without ID no bite history	7/19/2024 5:01 PM	Dearborn Heights									
A0056509147	Cat	Stray			Without ID no bite history	7/19/2024 5:15 PM	Dearborn Heights									
A0056509151	Cat	Stray			Without ID no bite history	7/19/2024 5:15 PM	Dearborn Heights									
A0056402065	Cat	Transfer Out	7/23/2024 8:50 AM	Stray	Without ID no bite history	7/20/2024 1:16 PM	Dearborn Heights	MH SNR release SNR	Dearborn Heights							
A0056403581	Cat	Stray			Without ID no bite history	7/20/2024 4:17 PM	Dearborn Heights									
A0056410215	Cat	Stray			Without ID no bite history	7/22/2024 12:17 PM	Dearborn Heights									
A0056411508	Cat	Stray			Without ID no bite history	7/22/2024 1:53 PM	Dearborn Heights									
A0056411513	Cat	Stray			Without ID no bite history	7/22/2024 1:53 PM	Dearborn Heights									
A0056411515	Cat	Stray			Without ID no bite history	7/22/2024 1:53 PM	Dearborn Heights									
A0056435786	Dog	Stray			Without ID no bite history	7/25/2024 2:24 PM	Dearborn Heights									
A0056454578	Cat	Stray			Without ID no bite history	7/26/2024 5:05 PM	Dearborn Heights									
A0056471997	Cat	Stray			Without ID no bite history	7/27/2024 12:08 PM	Dearborn Heights									
A0056450705	Dog	Stray			With ID no bite history	7/27/2024 6:01 PM	Dearborn Heights									
A0056456879	Cat	Stray			Without ID no bite history	7/29/2024 12:59 PM	Dearborn Heights									
A0056460345	Cat	Stray			Without ID no bite history	7/29/2024 5:28 PM	Dearborn Heights									
A0056473821	Cat	Stray			Without ID no bite history	7/31/2024 2:12 PM	Dearborn Heights									
A0056474383	Cat	Stray			Without ID no bite history	7/31/2024 2:44 PM	Dearborn Heights									
A0056474388	Cat	Stray			Without ID no bite history	7/31/2024 2:44 PM	Dearborn Heights									
A0056474402	Cat	Stray			Without ID no bite history	7/31/2024 2:44 PM	Dearborn Heights									
A0056474409	Cat	Stray			Without ID no bite history	7/31/2024 2:44 PM	Dearborn Heights									
A0056474414	Cat	Stray			Without ID no bite history	7/31/2024 2:44 PM	Dearborn Heights									
A0056370520	Dog	Return to Owner/Guardian	7/19/2024 4:09 PM	Transfer In	ACO Stray w/out ID no bite his	7/16/2024 12:00 PM	Dearborn Heights	John Curcio	5913 Polk St		Taylor	MI	48180	jcurcio1629@gmail.com	(313) 498-1113	
A0056393559	Dog	Euthanasia	7/26/2024 11:01 AM	Transfer In	ACO Stray w/out ID no bite his	7/18/2024 9:00 PM	Dearborn Heights									
A0056393576	Dog	Transfer In			ACO Stray w/out ID no bite his	7/18/2024 9:00 PM	Dearborn Heights									
A0056394000	Cat	Transfer Out	7/19/2024 8:47 AM	Transfer In	ACO Stray w/out ID no bite his	7/18/2024 11:30 AM	Dearborn Heights	MH SNR release SNR	Westland							
A0056394351	Skunk	Euthanasia	7/23/2024 10:40 AM	Transfer In	ACO Wildlife no bite history	7/19/2024 10:17 AM	Dearborn Heights									
A0056404220	Dog	Return to Owner/Guardian	7/22/2024 5:09 PM	Transfer In	ACO Stray w/out ID no bite his	7/20/2024 6:09 PM	Dearborn Heights									
A0056404228	Dog	Transfer In			ACO Stray w/out ID no bite his	7/20/2024 6:11 PM	Dearborn Heights									
A0056412332	Cat	Transfer In	7/26/2024 4:41 PM	Transfer In	ACO Stray w/out ID no bite his	7/22/2024 3:58 PM	Dearborn Heights									
A0056413327	Dog	Euthanasia	7/26/2024 12:12 PM	Transfer In	ACO Wildlife no bite history	7/22/2024 4:03 PM	Dearborn Heights									
A0056418305	Woodchuck	Euthanasia	7/23/2024 12:12 PM	Transfer In	ACO Wildlife no bite history	7/23/2024 9:57 AM	Dearborn Heights									
A0056416723	Dog	Transfer In			ACO Abandonment no bite hist	7/22/2024 7:00 PM	Dearborn Heights									
A0056416729	Dog	Transfer In			ACO Abandonment no bite hist	7/22/2024 7:00 PM	Dearborn Heights									
A0056420683	Dog	Transfer In			ACO Stray w/out ID no bite his	7/23/2024 3:14 PM	Dearborn Heights									
A0056447554	Dog	Transfer In			ACO Stray w/out ID no bite his	7/23/2024 11:00 AM	Dearborn Heights									
A0056447555	Dog	Transfer In			ACO Stray w/out ID no bite his	7/23/2024 11:00 AM	Dearborn Heights									
A005647560	Dog	Transfer In			ACO Stray w/out ID no bite his	7/26/2024 6:00 PM	Dearborn Heights									
A0056448510	Lizard	Transfer In			ACO Abandonment no bite hist	7/26/2024 1:07 PM	Dearborn Heights									
A0056448526	Duck	Transfer In			ACO Abandonment no bite hist	7/26/2024 1:07 PM	Dearborn Heights									
A0056448534	Duck	Transfer In			ACO Abandonment no bite hist	7/26/2024 1:07 PM	Dearborn Heights									

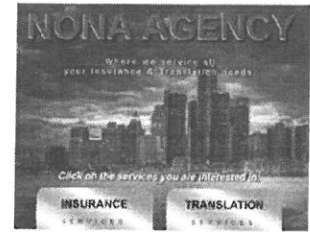
Animal ID	Species	Outcome Type	Outcome Date	Intake Type	Intake Subtype	Intake Date	Intake Contract Jurisdiction	Outcome Person Name	Out Street Address	Out Unit Number	Out City	Out Province	Out Postal Code	Out Email	Out Home Phone	Out Cell Phone
A0056448545	Chinchilla															
A0056448567	Cat			Transfer In	ACO Abandonment no bite hist	7/26/2024 1:07 PM	Dearborn Heights									
A0056448572	Cat			Transfer In	ACO Abandonment no bite hist	7/26/2024 1:07 PM	Dearborn Heights									
A0056448573	Cat			Transfer In	ACO Abandonment no bite hist	7/26/2024 1:07 PM	Dearborn Heights									
A0056448578	Cat			Transfer In	ACO Abandonment no bite hist	7/26/2024 1:07 PM	Dearborn Heights									
A0056450452	Dog			Transfer In	ACO Abandonment no bite hist	7/27/2024 5:04 PM	Dearborn Heights									
A0056476478	Dog			Transfer In	ACO Owner Surrender bite hist	7/31/2024 5:15 PM	Dearborn Heights									
A0056476705	Dog			Transfer In	ACO Abandonment no bite hist	7/31/2024 7:12 PM	Dearborn Heights									
A0056476761	Dog			Transfer In	ACO Abandonment no bite hist	7/31/2024 5:47 PM	Dearborn Heights									

INVOICE

**Nona Insurance & Translation
Services**

1999 15 Mile Rd
Sterling Heights, MI 48310

nonaagency@gmail.com
(586)795-3300



Bill to

KATIE SHAW
25637 Michigan Ave
Dearborn Heights, MI 48125, MI
48126

Invoice details

Invoice no.: 15457
Terms: Due on receipt
Invoice date: 08/02/2024
Due date: 08/02/2024

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.	07/09/2024	Interpretation services	IN PERSON. SPANISH. DEF: YAIR RIVERO. CASE NO. 2404516A/B. JDG: MARK PLawecki. 9:00 AM. 65 MILES.		2	\$135.00	\$270.00
2.	07/09/2024	Interpretation services	IN PERSON. ARABIC. DEF: SAMI SAMIR AGENCY. CASE NO. 2404976. JDG: MARK PLawecki. 9:30 AM. 55 MILES.		2	\$90.00	\$180.00
3.	07/10/2024	Interpretation services	IN PERSON. ARABIC. DEF: KHALDOUN ALKADDAH. CASE NO: C163110. JDG: MARK PLawecki. 9:00AM. INTERPRETER WAS ASKED TO INTERPRET FOR BOTH PARTIES. 55 MILES.		4	\$90.00	\$360.00
4.	07/10/2024	Interpretation services	IN PERSON. ARABIC. DEF: MOHAMAD ALHAJ. CASE NO. C042213A, B. JDG: DAVID D. TURFE. 10:30 AM.		2	\$90.00	\$180.00
5.							

	07/11/2024	Interpretation services	IN PERSON. SPANISH. DEF: BLANCA ORELLANA. CASE NO: C163505/2403295B. JDG: DAVID D. TURFE. 9:00 AM. 50 MILES.	2	\$135.00	\$270.00
6.	07/11/2024	Interpretation services	IN PERSON. SPANISH. DEF: ERIK JOSUE MIRALDA LOBO. CASE NO: C163573. JDG: DAVID D. TURFE. 9:15 AM.	2	\$135.00	\$270.00
7.	07/16/2024	Interpretation services	IN PERSON. ARABIC. DEF: SAMI AGENCY. CASE NO. 2404976. JDG: MARK PLawecki. 9:00 AM. 35 MILES.	2	\$90.00	\$180.00
8.	07/16/2024	Interpretation services	IN PERSON. SPANISH. DEF: RAUL GUITIERREZ-CASTRO. CASE NO. C151303A,B. JDG: MARK PLawecki. 10:30 AM. 65 MILES.	2	\$135.00	\$270.00
9.	07/25/2024	Interpretation services	IN PERSON. SPANISH. DEF: JOSE LUIS NANA. CASE NO. C163748. JDG: DAVID D. TURFE. 9:15 AM. 50 MILES.	2	\$135.00	\$270.00
10.	07/30/2024	Interpretation services	IN PERSON. SPANISH. DEF: DANIEL RIJO. CASE NO. 2404107A/B. JDG: MARK PLawecki. 9:00 AM. 50 MILES.	2	\$135.00	\$270.00
11.	07/31/2024	GAS MILEAGE	TOTAL MILES USED DURING THE MONTH OF JULY: 425 MILES @ \$0.625 A MILE.	425	\$0.625	\$265.63

Total

\$2,785.63

Ways to pay



Please make check payable to:
Nabil Nona/ Nona Agency LLC
1999 15 Mile Rd
Sterling Heights, MI 48310

Note to customer

Thank you for your business.

OK to pay
#130-804
Michelle Adkins
8-9-24

O'REILLY RANCILIO P.C.

ATTORNEYS AT LAW

Sterling Town Center . 12900 Hall Road, Suite 350 . Sterling Heights, MI 48313
(586) 726-1000 . FAX (586) 726-1560 . www.orrllaw.com
Tax Identification No. 38-2567969

August 06, 2024

MARIANA HERNANDEZ
MHERNANDEZ@CI.DEARBORN-HEIGHTS.MI.US
CHIEF OF STAFF / FOIA COORDINATOR
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

Invoice No: 252101

Client No:25001
Matter No: 00001
Billing Timekeeper: DPD
Billing Through:07/31/2024

DEARBORN HEIGHTS - GENERAL COUNSEL

FOR PROFESSIONAL SERVICES RENDERED

07/02/24	CAA	EMAIL RE: RECORDABILITY OF EASEMENT DOCUMENT WITH MARGIN NOTATION; REVIEW EASEMENT DOCUMENT	0.20 hrs	\$32.00
07/02/24	AME	REVISE LETTERS RE: FORD ROAD EASEMENTS	2.00 hrs	\$320.00
07/03/24	DPD	REVIEW FOIA DENIAL APPEAL FROM C. BLACKWELL; EMAIL TO M. HERNANDEZ ET AL. RE: SAME; EMAIL TO E. MAZZITELLO RE: FOIA RESPONSE VERBIAGE AND REQUIRED INFORMATION; REVIEW FOIA STATUTE RE: SAME	0.80 hrs	\$128.00
07/03/24	AME	FINALIZE CORRESPONDENCE TO PROPERTY OWNERS RE: UTILITY EASEMENTS ON RESIDENTIAL PARCELS ON FORD ROAD	0.40 hrs	\$64.00
07/08/24	DPD	PREPARE FOIA FEE APPEAL RESPONSE FOR MAYOR BAZZI RE: BLACKWELL REQUEST; EMAIL TO MAYOR BAZZI, M. HERNANDEZ, S. SHOCKEY, AND R. FARINHA RE: SAME	1.50 hrs	\$240.00
07/09/24	DPD	REVIEW EMAILS RE: BLACKWELL FEE APPEAL (2)	0.20 hrs	\$32.00
07/12/24	DPD	PREPARE FOIA APPEAL RESPONSE FOR MAYOR BAZZI RE: BLACKWELL; EMAIL TO M. HERNANDEZ AND R. FARINHA RE: SAME; REVIEW EMAIL FROM AND EMAIL TO M. HERNANDEZ RE: SAME	1.00 hrs	\$160.00
07/16/24	DPD	CONTINUED PREPARATION FOR ZBA MEETING RE: LACK OF AUTHORITY TO APPROVE BILLBOARDS	0.40 hrs	\$64.00
07/16/24	HLT	PREPARATION FOR ZBA MEETING	1.30 hrs	\$208.00
07/17/24	DPD	CONTINUED PREPARATION FOR ZBA MEETING RE: LACK OF AUTHORITY TO APPROVE BILLBOARDS	0.80 hrs	\$128.00
07/17/24	HLT	PREPARATION FOR ZBA MEETING; DRAFT MEMO RE BILLBOARDS AND MEETING	1.30 hrs	\$208.00
07/18/24	DPD	CONTINUED PREPARATION FOR ZBA MEETING RE: BILLBOARD REQUESTS; REVIEW CITY CODE RE:	2.40 hrs	\$384.00

SAME; FINALIZE MEMORANDUM TO K. MCKINNON
AND A. DIB RE: SAME; EMAIL TO K. MCKINNON AND
A. DIB RE: SAME; FINALIZE EASEMENT LETTERS
AND DOCUMENTS FOR FORD ROAD PARCELS
BEHIND CAR WASH; EMAIL TO R. FARINHA AND A.
DIB RE: SAME

07/18/24	AME	REVISE CORRESPONDENCE TO RESIDENTS RE: FORD ROAD EASEMENTS	0.50 hrs	\$80.00
07/18/24	HLT	PREPARATION FOR ZBA MEETING	0.70 hrs	\$112.00
07/18/24	HLT	REVISE MEMO RE ZONING BOARD OF APPEALS AUTHORITY	0.40 hrs	\$64.00
07/18/24	AJH	PREPARE FOR AND ATTEND ZBA MEETING	4.70 hrs	\$752.00
07/19/24	DPD	EMAIL TO R. FARINHA RE: SUMMARY OF ZBA MEETING AND BILLBOARD PROPOSALS	0.80 hrs	\$128.00
07/19/24	AJH	REVIEW ZBA MEETING SUMMARY	0.60 hrs	\$96.00
07/24/24	DPD	REVIEW EMAIL FROM AND EMAIL TO R. FARINHA RE: BILLBOARD APPLICATIONS AND OPTIONS FOR APPROVAL	0.70 hrs	\$112.00
07/25/24	DPD	E-MAILS WITH K. MCKINNON RE: AUGUST MEETINGS; REVIEW E-MAIL FROM K. MCKINNON AND BACKUP MATERIALS RE: PRIOR ZBA BILLBOARD CASES	0.30 hrs	\$48.00
07/29/24	AME	REVISE CORRESPONDENCE TO HOMEOWNERS RE: UTILITY EASEMENT (FORD ROAD)	0.60 hrs	\$96.00

TOTAL FEES

\$3,456.00

BILLING SUMMARY

TOTAL FEES

\$3,456.00

TOTAL CHARGES FOR THIS INVOICE

\$3,456.00

Approved 8/13/24
[Signature]

101 - 210-826,000

Todd Russell Perkins, Esq.
Mohammed Azeem Nasser, Esq.
Adam G. Clements, Esq.
Robert Gross, Esq.
Joshua Thomas, Esq.
Jeremy Ewrie, Esq.
Edward Martell, Esq.
Ken Wilson, Esq. - Of Counsel
James Stump, Esq. - Of Counsel
Hon. Margie R. Braxton, ret'd



FORD BUILDING
615 GRISWOLD SUITE 400
DETROIT, MICHIGAN 48226

313.964.1702 OFFICE
313.964.1980 FAX

May 1, 2024

Roger Farinha,
General Counsel
rafarinha@dearbornheightsmi
Dearborn Heights City Hall
6045 Fenton
Dearborn Heights, MI 48127

Re: Invoice No. 8 - Invoice for Legal Services April 2024

Date	DESCRIPTION	HOURS	AMOUNT (\$150.00/hr)	LAWYER
4/5	Review draft proposals to police unions, revise , review emails to HR, conf. call with M. Hazlett, contact 2 possible comparability experts.	2.00	\$300.00	KSW
4/8	Review past Act 312 awards of Dearborn Heights over the last 30 years, review all comparability discussions in the awards, review SEMCOG materials as to Dearborn Heights.	4.00	\$600.00	KSW
4/9	Meeting with potential comparability expert.	1.00	\$150.00	KSW
4/17	Review comparability exhibits from past arbitrations, review demographic analysis to determine comparables, begin demographic analysis, email client.	6.50	\$975.00	KSW
4/22	Review State of Michigan Local Govt. Uniform Pension Assumptions.	1.00	\$150.00	KSW
	TOTAL FEES	14.50	\$2,175.00	

Total Due for this Invoice:

\$2,175.00

Sincerely Yours,

Kenneth S. Wilson, Esq.

[Handwritten signature]
8/13/24

101-210-826.000

Todd Russell Fellows Esq.
 Mohammed El-Sayid Hammad Esq.
 Adam P. Clements Esq.
 Robert Brown Esq.
 Joshua Thomas Esq.
 Jeremy Bowne Esq.
 Edward Mitchell Esq.
 Ken Wilson Esq. - Of Counsel
 James Stump Esq. - Of Counsel
 Hon. Eugene E. Brannan Esq.



FORD BUILDING
 615 GRISWOLD SUITE 400
 DETROIT, MICHIGAN 48226

313.964.1702 OFFICE
 313.964.1980 FAX

August 1, 2024

Roger Farinha,
 General Counsel
 rafarinha@dearbornheightsmi
 Dearborn Heights City Hall
 6045 Fenton
 Dearborn Heights, MI 48127

Re: Invoice No. 11 - Invoice for Legal Services July 2024

Date	DESCRIPTION	HOURS	AMOUNT (\$150.00/hr)	LAWYER
7/1/24	Prep for meeting re bargaining, review potential overtime proposals.	3.00	\$450.00	KSW
7/2/24	Attend meeting re bargaining with police, phone conf. /with COAM bargaining agent.	3.50	\$525.00	KSW
7/7	Emails Dearborn Heights.	.50	\$75.00	KSW
7/8	Revise overtime proposals , phone General Counsel, respond to emails from Union.	3.00	\$450.00	KSW
7/9	Prep for and attend meeting; re police overtime.	4.50	\$675.00	KSW
7/10	Revisions to both Patrol and Command proposals.	2.50	\$375.00	KSW
7/16	Review value of a patrol officer's retirement package, revise, send to client with explanation of materials needed, review materials Kasalis grievance, email client.	2.50	\$375.00	KSW
7/17	Review TPOAM grievance materials, emails to HR manager, and value of a Patrol Officer's package, call HR manager.	1.00	\$150.00	KSW
7/24	Emails, phone calls x2 with Chief, revise proposals to Patrol, review proposals to Command, review value of a Patrol Officers retirement, emails from client.	2.50	\$375.00	KSW

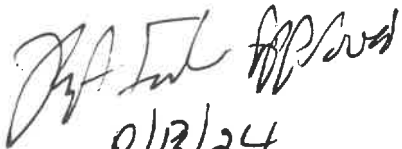
7/26	Prep for and gather materials for bargaining with Patrol.	1.50	\$225.00	KSW
7/29	Meet with client, bargaining with Patrol, emails re Fire CBA.	4.5	\$675.00	KSW
	TOTAL FEES	29	\$4,350.00	KSW

Total Due for this Invoice:

\$4,350.00

Sincerely Yours,

Kenneth S. Wilson, Esq.


8/13/24

101-210-826.000

Todd Russell Perkins, Esq.
 Mohammed Azeem Nasser, Esq.
 Adam B. Clements, Esq.
 Robert Gross, Esq.
 Joshua Thomas, Esq.
 Jeremy E. Egan, Esq.
 Edward H. Farrell, Esq.
 Ken Wilson, Esq. - Of Counsel
 James Stamp, Esq. - Of Counsel
 Hon. Margie R. Braxton, ret'd



FORD BUILDING
 615 GRISWOLD SUITE 400
 DETROIT, MICHIGAN 48226

313.964.1702 OFFICE
 313.964.1980 FAX

June 3, 2024

Roger Farinha,
 General Counsel
 rafarinha@dearbornheightsmi
 Dearborn Heights City Hall
 6045 Fenton
 Dearborn Heights, MI 48127

Re: Invoice No. 9 - Invoice for Legal Services May 2024

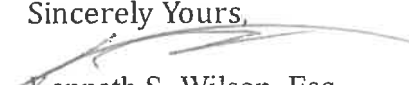
Date	DESCRIPTION	HOURS	AMOUNT (\$150.00/hr)	LAWYER
5/01	Review materials received from pension board emails.	1.0	\$150.00	KSW
5/02	Emails from clients.	.50	\$75.00	KSW
5/03	Begin review of 11 annual pension valuations to prepare exhibits for bargaining.	2.0	\$300.00	KSW
5/05	Finish review and analysis of 11 pension valuations.	6.0	\$900.00	KSW
5/06	Review and analyze most recent valuation 2024 , email client re bargaining with COAM.	1.0	\$150.00	KSW
5/07	Review notes on 11 valuations, do calculations as to percentage of one month's retirement allowance received annually.	2.0	\$300.00	KSW
5/08	Review Redford materials to draft exhibits showing the value of a Command Officer's retirement package.	2.0	\$300.00	KSW
5/12	Draft exhibit showing the full value of a Command Officer's retirement package.	7.5	\$1,125.00	KSW
5/14	Finalize an exhibit showing the value of a Command Officer's retirement package and send to client.	2.0	\$300.00	KSW
5/21	Review materials to begin exhibit showing the value of a patrol officer's retirement package.	1.5	\$225.00	KSW

5/29	Prepare a preliminary draft of an exhibit showing the value of a patrol officer's retirement package.	6.0	\$900.00	KSW
5/30	Finalize exhibit showing the value of a patrol officer's retirement package and send to client.	1.5	\$225.00	KSW
	TOTAL FEES	33	\$4,950	

Total Due for this Invoice:

\$4,950

Sincerely Yours,


Kenneth S. Wilson, Esq.

*Approved 8/13/24
Ant Fale*

101-210-826.000



Plante & Moran, PLLC
3000 Town Center
Suite 100
Southfield, MI 48075
Tel: +1 (248) 352-2500

INVOICE

City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127
United States of America

Date: 08/05/2024
Client No: 17784
Invoice No: 10293361
Page: 1

For Professional Services Rendered

For professional services rendered June 25 through July 12, 2024 as approved by City Council on October 25, 2022.

12,069.75

Work performed includes bank reconciliations, audit prep, record DIVDAT revenue, property tax reconciliation, on site accounting assistance, council meetings and other communication.

June rate (\$183.00): 28 hours

July rate (\$189): 36.75 hours

Balance Due

\$12,069.75 USD

101-223-817.000

Remittance Information:

Check:

Plante & Moran PLLC
16060 Collections Center
Drive
Chicago, IL 60693

Bank
Routing/ABA#
Bank Address

Account Number
Account Name

Wire Transfer:

Bank of America
026009593
222 Broadway
New York, NY 10038

9890996003
Plante & Moran, PLLC

ACH:

Bank of America
071000039
100 North Tryon Street
Charlotte, NC 28202

9890996003
Plante & Moran, PLLC



Client Payment Portal: <https://www.plantemoran.com/client-payment-portal>

Date	Staff	Memo	Hours	Rate
6/25/2024		Continued working on Bank Reconciliations - May 2024 General Pool	6.00	\$183.00
6/25/2024		budget	1.00	\$183.00
6/25/2024		Discussions with mayor prior to meeting, attend council meeting, discussion with council chair after	2.50	\$183.00
6/26/2024		Continued working through May 2024 Bank Reconciliation - General Pool	1.00	\$183.00
6/26/2024		budget	1.50	\$183.00
6/27/2024		General Bank Reconciliation - May 2024 General Investment Reconciliation - Investments June 2024	6.00	\$183.00
6/27/2024		various	5.25	\$183.00
6/27/2024		DH call with Michelle Lewis	0.25	\$183.00
6/28/2024		Making Audit Prep sharepoint ready, starting meeting minutes for FY23-24	1.00	\$183.00
6/28/2024		pc with Michelle	0.25	\$183.00
6/28/2024		Various	3.25	\$183.00
7/1/2024		bank recs	0.50	\$189.00
7/8/2024		Recorded DIVDAT revenue received for General and Tax accounts from 7-1 thru 7-10	0.75	\$189.00
7/8/2024		call with Juli on Dearborn Heights bank recs, look at bank rec items in sharepoint, emails	1.00	\$189.00
7/8/2024		Update meeting with Kaitlyn Powers on bank reconciliations	0.75	\$189.00
7/8/2024		bank recs	0.50	\$189.00
7/8/2024		property tax questions	0.75	\$189.00
7/9/2024		Dearborn Heights intro call, email Chris detail for DH client visit	1.00	\$189.00
7/9/2024		bank recs	1.50	\$189.00
7/9/2024		Call with Shannon	0.50	\$189.00
7/9/2024		Intro call	1.00	\$189.00
7/9/2024		Budget updates, discussion with treasurer, virtual council meeting, audit prep discussion	4.25	\$189.00
7/10/2024		June 2024 Investment bank reconciliation work	2.00	\$189.00
7/10/2024		bank recs	0.25	\$189.00
7/10/2024		Investment rec review, property tax reconciliation, discussions with staff	3.25	\$189.00
7/11/2024		Working on Bank Recs w/ Kaitlyn	6.00	\$189.00
7/11/2024		on site accounting assistance - work with intern Chris on June Chase Water Bank Rec, creating batch deposits, investigating differences and reconciling items, conversation with Madlyn in Water regarding return water payments and difference in tender types, assist Janice with Bank Rec Questions, Discuss void check duplicate payment issue with Mahdi. client intros with Chris - Mayor Mariana Mahdi Janice and Shannon, conversations with Shannon related to bank recs, return payment posting, BS&A bank rec module, general updates	5.75	\$189.00
7/11/2024		travel to/from home to client	0.75	\$189.00
7/11/2024		Various	1.50	\$189.00
7/11/2024		bank recs	2.00	\$189.00
7/12/2024		call with Sarah to discuss plan for DH bank recs and audit prep, discuss cap assets report, look into sharepoint site, send meeting for Monday to go over details with Michelle	0.75	\$189.00
7/12/2024		audit prep	2.00	\$189.00



Plante & Moran, PLLC
3000 Town Center
Suite 100
Southfield, MI 48075
Tel: +1 (248) 352-2500

INVOICE

City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127
United States of America

Date: 08/05/2024
Client No: 17784
Invoice No: 10293369
Page: 1

For Professional Services Rendered

For professional services rendered July 13 through July 26, 2024 as approved by City Council on October 25, 2022.

16,679.25

Work performed includes bank reconciliations, audit prep, capital assets, long term debt, journal entry review, council meeting, on site assistance, and other communication.

Staff: 88.25 hours

Balance Due

\$16,679.25 USD

101-223-817.000

Remittance Information:

Check:

Plante & Moran PLLC
16060 Collections Center
Drive
Chicago, IL 60693

Wire Transfer:

Bank of America
026009593
222 Broadway
New York, NY 10038
9890996003
Plante & Moran, PLLC

ACH:

Bank of America
071000039
100 North Tryon Street
Charlotte, NC 28202
9890996003
Plante & Moran, PLLC

Client Payment Portal:

<https://www.plantemoran.com/client-payment-portal>



Date	Staff	Memo	Hours
7/15/2024		Posted DivDat daily receipts in excel work paper	0.50
7/15/2024		2024 audit prep with captial assets and long term debt	3.00
7/15/2024		Capital Assets	3.50
7/15/2024		call with Sarah and Michelle on DH audit prep bank recs and updates	0.50
7/15/2024		Catching up with City staff, various review of journal entries, etc, start audit prep	7.00
7/15/2024		various accounting	1.00
7/16/2024		Personnel budget changes, discussions on council meeting	3.25
7/16/2024		council meeting - council tabled budget questions. Includes prep time.	0.75
7/17/2024		Audit Prep Planning	1.50
7/17/2024		Discussions with CDBG, Treasurer, Comptroller, review journal entries	3.50
7/18/2024		emails and updates on client, send email for client on site visit and details for items to work on	0.25
7/19/2024		prep workpapers, invoice pulling for additional capital assets	5.00
7/22/2024		Capitla asset additions datasnipping	3.00
7/22/2024		Starting debt	0.50
7/22/2024		Capital Assets	2.00
7/23/2024		Debt, bank recs	8.00
7/23/2024		travel to/from client	0.75
7/23/2024		on site accounting assistance, work on june bank recs for water accounts, finalzie chase water bank rec, work with intern on creating deposits for July chase based on bank activity downloaded and creating deposits for June Comerica deposits, client updates with Michelle, client conversations with Mahdi Sheila Shannon etc, check in with janice on bank recs	4.25
7/23/2024		Capital Assets	5.00
7/23/2024		meeting	1.00
7/23/2024		Meeting with police on forfeiture funds, discussions with Comptroller and various City staff, review journal entries, bank reconciliations, audit prep	8.25
7/24/2024		bank recs	5.00
7/24/2024		various	3.25
7/25/2024		bank recs	4.00
7/25/2024		various	7.00
7/25/2024		various	1.00
7/26/2024		capital assets	2.00
7/26/2024		Council meeting	3.50



PM Technologies
28294 Beck Road Wixom
Michigan 48393 United States
800-419-5199
pmtech.org

BILL TO

Dearborn Heights Justice Center
25637 Michigan Avenue
Dearborn Heights, MI 48125 USA

INVOICE
89335028

INVOICE DATE
May 24, 2024

JOB ADDRESS

Dearborn Heights Justice Center 800kw
25637 Michigan Avenue
Dearborn Heights, MI 48125 USA

Completed Date: 5/24/2024

Payment Term: NET 30

Due Date: 6/23/2024

DESCRIPTION OF WORK

2/17/2024

Arrived on-site gained access to generator and switch gear, verified utility was indeed restored as part of the building not connected to generator had power and the part of building connected to generator was being supplied by generator. Mechanical fault on switch gear control would not let switch connect to utility, turned switch into bypass mode and turned utility and generator supply off to transfer manually back to utility. Building now being supplied load from utility, switch was left in bypass and generator off to prevent other issues utility we can get back out to troubleshoot during the week. Generator can be ran manually if power does go out, thanks for choosing PM Technology.

2/19/2024

ARRIVED ONSITE FOR ISSUE WITH ATS NOT SWITCHING BACK TO NORMAL. FOUND GENERATOR IN OFF POSITION WITH BREAKER OPENED. FOUND ATS IN NORMAL POSITION. VISUALLY INSPECTED BOARD AND HARNESS FOR ANY VISUAL DAMAGE WITH NONE FOUND. WENT THREW FAULT HISTORY WITH NO LOGGED FAULTS FOUND ON ATS. FOUND UTILITY FAILED FAILED FOR SCHEDULED SHUTDOWN. COULD NOT CONDUCT TEST AT THIS TIME. CUSTOMER STATED THAT THEY HAVE HAD MULTIPLE ISSUES IN PAST WITH THIS SAME PROBLEM OF ATS NOT SWITCHING BACK MANUELY. CUSTOMER STATED A MECHANICAL FAULT WAS DOCUMENTED LAST ISSUE. RECOMMEND REPLACING ATS CONTROL BOARD TO SEE IF THIS CORRECTS ISSUE. FURTHER DIAGNOSE AS NEEDED.

03-01-24 Matt C

NEED TO RESCHEDULE WITH CUSTOMER FOR DAY TRANSFER TEST CAN BE PERFORMED.

4/20/2024

ARRIVED ONSITE AND CHECKED IN W/ CONTACT (MIKE). GENSET WAS IN AUTO WHEN I ARRIVED ONSITE. WENT DOWN TO A.T.S. AND PERFORMED A TRANSFER TEST. THE A.T.S. NEVER TRANSFERRED TO GENSET DUE TO THE AUTOMATIC FUNCTION SWITCH SET TO INHIBIT. I SWITCHED THE SYSTEM BACK TO AUTO AND PERFORMED A TRANSFER TEST. I BYPASSED THE TEST TO SHOW TO CLIENT HOW AND WHAT I FOUND BEFORE PERFORMING AN ACTUAL TEST. ONCE WE WERE READY, A TRANSFER TEST WAS PERFORMED BUT AFTER THE TEST IT WOULDNT SWITCH BACK TO UTILITY DUE TO A FAULT INDICATED ON THE A.T.S. CONTROLLER BUT THE CONTROLLER WAS FROZEN AND A HARD-RESET WAS NECESSARY TO BYPASS AND GET THE BUILDING BACK INTO UTILITY.

5/18/2024

101-265-931.000

Invoice #89335028

Page 1 of 2

8-12-24

Arrived on site and waited 20 minutes for someone to give me access. When they came out to let me in, I was informed we could not cut power. Need to reschedule for a day we are able to cut power.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Commercial Emergency Call	Saturday Emergency Call 2/17/2024 After Hours Emergency Call Flat Fee - \$295.00	1.00	\$295.00	\$295.00
Commerical Emergency Labor	Saturday Emergency Service Call 2/17/2024 After Hours (4:30 PM - 7:30 AM) - \$268.00 Per Hour (4-Hour Minimum labor Charge) Sundays & Holidays - \$358.00 Per Hour (4-Hour Minimum labor Charge)	4.00	\$268.00	\$1,072.00
Mileage	Charge per mile of travel	125.00	\$3.00	\$375.00
Commerical Labor	2/19/2024 Commercial Labor - Normal Business Hours (7:30 AM - 4:30 PM)	3.00	\$179.00	\$537.00
Cancellation Fee	Cancellation Fee	1.00	\$200.00	\$200.00

SUB-TOTAL \$2,479.00

TOTAL DUE \$2,479.00

BALANCE DUE \$2,479.00

Thank you for choosng PM Technologies

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here

Date 2/17/2024

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by PM Technologies has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 2/17/2024



Statement

Date: 7/25/2024

Please remit to:
PM Technologies
28294 Beck Road Whitom
Michigan 48393 United States
800-419-5199
pmttech.org

Bill to:
Dearborn Heights Justice Center
25637 Michigan Avenue
Dearborn Heights, MI 48125 USA

PAST DUE - PLEASE REMIT

Invoice #	Type	Customer PO	Project Invoice #	Invoiced On	Technicians	Location	Due Date	Total	Payments	Balance	Subtotal
89335028			92356637	5/24/24	Dustin Peel, Darryl Nicholson, Robert Madigan, Matt Calcut, Steven Withrow, Zachary Zbozen	25637 Michigan Avenue	6/23/24	\$2,479.00	\$0.00	\$2,479.00	\$2,479.00

\$0.00	\$2,479.00	\$0.00	\$0.00	\$0.00
<= 30	30 - 60	60 - 90	90 - 120	> 120

\$2,479.00	\$0.00	\$2,479.00
Total Invoices	Total Payments	Balance

Your account has been placed on hold.

Jh Dui 8/13/24

Contract Records		Order Details	
Account Number:	A-34614	Order #:	Q-260941
Customer:	Dearborn Heights Police Department (MI)	Valid Until:	10/5/2024
Employee Count:	112		
Sales Rep:	Salesforce Administrator		
Customer Contact			
Billing Contact:	Dearborn Heights Police Department (MI) Kevin Swope	Shipping Contact :	Dearborn Heights Police Department (MI) Kevin Swope
Billing Address:	25637 Michigan Ave Dearborn Heights, MI 48125	Shipping Address:	25637 Michigan Ave Dearborn Heights, MI 48125
Billing Contact Email:	kmswope@dearbornheightspdmi.gov	Shipping Contact Email:	kmswope@dearbornheightspdmi.gov
Billing Phone:	313 - 277 - 7495	Shipping Phone:	313 - 277 - 7495
Payment Terms			
Payment Term:	Net 60	Notes:	100-124 user tier
PO Number:			
Subscription Service			

October 2024

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	10/5/2024	10/4/2025	124	\$8,213.06
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
PowerTraining	Recurring	10/5/2024	10/4/2025	124	\$1,322.21
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.					

October 2024 TOTAL: **\$9,535.27**

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All Invoices Issued hereunder are due upon the invoice due date. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Conditions

OK TO PAY

101-300-818 000

Kevin Swope 8/15/24
Swope



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Accepted and Agreed By Authorized Representative of:
Dearborn Heights Police Department (MI)

Signature: _____

Printed Name: _____

Title: _____

Date _____

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**



PRIORITY

INNOVATE ★ OPERATE

www.prioritywaste.com

Invoice

45000 River Ridge Drive, Suite # 200
Clinton Township, MI 48038
Phone (586) 228-1200

CITY OF DEARBORN HEIGHTS

6045 FENTON ST

ATTENTION CONTROLLERS OFFICE, MI 48127

Invoice # INV367111

Account # PW00016714

Date: 8/15/2024

Master PO #

Payment Type: All

Payment Term: 30 Days Net

Due Date: 9/14/2024

Reference #	Date	Service	PO #	Material	Rate	QTY	Amount	Total
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Service Site: CITY OF DEARBORN HEIGHTS (PW00016714)

6045 FENTON ST ATTENTION CONTROLLERS OFFICE, MI 48127

ORD19676	09/01/2024 to 09/30/2024	Monthly Waste Service Municipality 95 GAL Cart/Bin			9.32	22,904.0000	213,465.28	213,465.28
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Payments to:

Priority Waste, LLC

45000 River Ridge Drive, Suite # 200

Clinton Township, MI 48038

Invoice Totals

Subtotal

213,465.28

Tax

0.00

Current Charges

213,465.28

101-210-810.000



(Please cut along the line and return with your payment)

By paying this invoice, Customer agrees to be bound by the terms and conditions of the Service Agreement posted at www.PriorityWaste.com

Invoice #: INV367111

Date: 8/15/2024

Account #: PW00016714

Priority Waste, LLC

45000 River Ridge Drive, Suite # 200

Clinton Township, MI 48038

A Convenience Fee of 3.1% will be charged on all credit card payments

R&R Fire Truck Repair
 295 Industrial Park Drive
 Belleville, MI 48111
 shop@rrfiretruck.com
 (248) 344-4443



Invoice: 68496

Date: 7/1/2024

Bill To
 Dearborn Heights Fire Department*
 1999 N. Beech Daly Road
 Dearborn Heights, MI 48127
 P: 313-791-3676 F: 313-791-3661

Remit Payment To
 R&R Fire Truck Repair, Inc.
 295 Industrial Park Drive
 Belleville, MI 48111

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
4056	Net 30	7/31/2024	David Brogan		Rosselle, Kyle	E-3 1231

Item	Description	Quantity	Rate	Amount
PM: Federal Annual DOT Inspection - Engine / Tanker / Tractor				
Cause: Customer request				
(PM)				
Labor	Correction: Complete Unit / Vehicle / Annual DOT inspection with report attached. - Completed: 6/28/2024	1.00000	\$150.00	\$150.00
Subtotal				\$150.00

PM: LOF Service

Cause: Customer request

(PM)

Labor	Correction: Complete Unit / Vehicle / Lube, Oil and Filter service. Aired tires to specifications. Checked all fluid levels and added as required. Checked batteries and connections. Checked fan belts. Replaced fuel and oil filters. Checked air cleaner. Lubricated the door hinges. Checked chemical quality of the coolant. Greased the drive line and chassis. The waste oil is recycled through an authorized dealer of recycled components and the filters are cut opened and inspected for any unusual contaminants and then they are crushed and disposed of properly. The oil is collected and the metal is then recycled. Any safety problems that are detected will be brought to your immediate attention. Greased the cab lift pins and hinges. Lubricated compartment tray slides. Lubricated moving entry steps. Lubricated compartment door latches. Where applicable. - Completed: 6/28/2024	2.50000	\$150.00	\$375.00
Parts	Trans Filter - 1623	1.00000	\$36.00	\$36.00
Parts	400LE 15W40 - 222290990	40.00000	\$8.30	\$332.00
Parts	Chev Starplex 2 Grease - 259118653	2.00000	\$9.10	\$18.20
Parts	Fuel Filter - 3118	1.00000	\$17.56	\$17.56

Item	Description	Quantity	Rate	Amount
Parts	Fuel Filter - 3120	1.00000	\$17.84	\$17.84
Parts	Heavy-Duty Coolant Test Strip - 4107	1.00000	\$5.50	\$5.50
Parts	Sea Foam - Penetrating Oil - DC-14	1.00000	\$23.82	\$23.82
Parts	Hazmat Charge - Hazmat	1.00000	\$8.00	\$8.00
Parts	Oil Filter - 1971	2.00000	\$29.77	\$59.54
Subtotal				\$893.46

PM: Coolant Filter Change

Cause: Customer request

(PM)

Labor	Correction: HVAC / Fluids / Replace the engine coolant filter and top off coolant. Very difficult to do. Have to remove air filter or intake plumbing to get to it	0.54000	\$150.00	\$81.00
	- Completed: 6/28/2024			
Parts	ELC Antifreeze - 227808982	0.50000	\$17.14	\$8.57
Parts	Coolant Filter - 4074	1.00000	\$37.33	\$37.33
Subtotal				\$126.90

PM: Waterous Pump Service

Cause: Customer request

(PM)

Labor	Correction: Fire Pump / Transfer Case / Serviced fire pump and transfer case. Inspected pump and screens. Checked the primer oil level. - Completed: 6/28/2024	1.00000	\$150.00	\$150.00
Parts	Automatic Transmission Fluid - 226502990	10.50000	\$11.18	\$117.39
Subtotal				\$267.39

Unit: E-3 1231 **VIN:** 4P1CT02P2TA000294
 1996 Pierce Quantum
Complete Unit: 38,850 Miles
Engine: 10,581 Hours
Fire Pump: 0 Hours

Labor	\$756.00
Parts	\$681.75
Shop Supplies	\$18.13
Pre-Charge Subtotal	\$1,455.88
Exempt (0% of \$0.00)	\$0.00
Total	\$1,455.88
Payments & Credits	\$0.00
Balance Due	\$1,455.88

Lead Tech:

Stephen Rosselle

R&R Fire Truck Repair

295 Industrial Park Drive
 Belleville, MI 48111
 shop@rrfiretruck.com
 (248) 344-4443



Invoice:

68497

Date:

7/1/2024

Bill To

Dearborn Heights Fire Department*
 1999 N. Beech Daly Road
 Dearborn Heights, MI 48127
 P: 313-791-3676 F: 313-791-3661

Remit Payment To

R&R Fire Truck Repair, Inc.
 295 Industrial Park Drive
 Belleville, MI 48111

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
4055	Net 30	7/31/2024	David Brogan		Rosselle, Kyle	E-2 1221

Item	Description	Quantity	Rate	Amount
PM: Air Dryer Service				
Cause: Customer request				
(PM)				
Labor	Correction: Air System / Air Dryer / Drain air tanks. Serviced air brake dryer cartridge and rebuilt the purge valve. Assemble and test operation. Check for leaks. - Completed: 6/28/2024	1.50000	\$150.00	\$225.00
Parts	Air Dryer Cartridge - Wabco / AD-IS / AD-SP - 109994K	1.00000	\$41.68	\$41.68
Parts	Purge Valve Rebuild Kit / Wabco - 950014K	1.00000	\$79.97	\$79.97
Subtotal				\$346.65

PM: Coolant Filter Change**Cause:** Customer request

(PM)

Labor	Correction: HVAC / Fluids / Replace the engine coolant filter and top off coolant. - Completed: 6/28/2024	0.25000	\$150.00	\$37.50
Parts	ELC Antifreeze - 227808982	1.00000	\$17.14	\$17.14
Parts	Coolant Filter - 4070	1.00000	\$15.74	\$15.74
Subtotal				\$70.38

PM: Federal Annual DOT Inspection - Engine / Tanker / Tractor**Cause:** Customer request

(PM)

Labor	Correction: Complete Unit / Vehicle / Annual DOT inspection with report attached. - Completed: 6/28/2024	1.00000	\$150.00	\$150.00
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Item	Description	Quantity	Rate	Amount
			Subtotal	\$150.00

PM: LOF Service**Cause:** Customer request

(PM)

Labor	Correction: Complete Unit / Vehicle / Lube, Oil and Filter service. Aired tires to specifications. Checked all fluid levels and added as required. Checked batteries and connections. Checked fan belts. Replaced fuel and oil filters. Checked air cleaner. Lubricated the door hinges. Checked chemical quality of the coolant. Greased the drive line and chassis. The waste oil is recycled through an authorized dealer of recycled components and the filters are cut opened and inspected for any unusual contaminants and then they are crushed and disposed of properly. The oil is collected and the metal is then recycled. Any safety problems that are detected will be brought to your immediate attention. Greased the cab lift pins and hinges. Lubricated compartment tray slides. Lubricated moving entry steps. Lubricated compartment door latches. Where applicable. Added fuel additive due to what I found come out of water sep fuel filter - Completed: 6/28/2024	2.50000	\$150.00	\$375.00
Parts	400LE 15W40 - 222290990	28.00000	\$8.30	\$232.40
Parts	Chev Starplex 2 Grease - 259118653	1.00000	\$9.10	\$9.10
Parts	Fuel Filter - 3604	1.00000	\$58.78	\$58.78
Parts	Fuel Filter - 3936	1.00000	\$35.23	\$35.23
Parts	Heavy-Duty Coolant Test Strip - 4107	1.00000	\$5.50	\$5.50
Parts	Sea Foam - Penetrating Oil - DC-14	1.00000	\$23.82	\$23.82
Parts	Hazmat Charge - Hazmat	1.00000	\$8.00	\$8.00
Parts	Oil Filter - LF9009	1.00000	\$56.52	\$56.52
			Subtotal	\$804.35

PM: Service: Allison 3000 Transynd Automatic Transmission Service**Cause:** Customer request

(PM)

Labor	Correction: Transmission / Filter / Automatic Transmission System Inspection / AT Fluid & Filter Replacement - Completed: 6/28/2024	1.25000	\$150.00	\$187.50
Parts	Transynd Transmission Fluid - 15E2E0	19.00000	\$24.58	\$467.09
Parts	Transmission Filter World - HF28943	1.00000	\$127.64	\$127.64
			Subtotal	\$782.23

PM: Waterous Pump Service**Cause:** Customer request

(PM)

Item	Description	Quantity	Rate	Amount
Labor	Correction: Fire Pump / Transfer Case / Serviced fire pump and transfer case. Inspected pump and screens. Checked the primer oil level. - Completed: 6/28/2024	1.00000	\$150.00	\$150.00
Parts	Automatic Transmission Fluid - 226502990	10.50000	\$11.18	\$117.39
			Subtotal	\$267.39

PM: Crankcase Breather Filter Replacement**Cause:** Customer request

(PM)

Labor	Correction: Engine / Crankcase Breather / Crankcase Breather Filter was due for replacement per Cummins protocol. Removed breather filter and replaced with new one. Check for leaks and good to go. - Completed: 6/28/2024	1.00000	\$150.00	\$150.00
Parts	Crank Case Ventilation Filter - CV50628-MF	1.00000	\$195.03	\$195.03
			Subtotal	\$345.03

Unit: E-2 1221 **VIN:** 4S7AT2D93DC076881

2013 Spartan/Marion

Complete Unit: 52,782.30 Miles**Engine:** 4,971 Hours**Fire Pump:** 365.70 Hours**Generator:** 539.10 Hours

Labor	\$1,275.00
Parts	\$1,491.03
Shop Supplies	\$26.52
Pre-Charge Subtotal	\$2,792.55
Exempt (0% of \$0.00)	\$0.00
Total	\$2,792.55
Payments & Credits	\$0.00
Balance Due	\$2,792.55

Lead Tech: Stephen Rosselle**Technician Certificate ID:** M274334**Signature:**


Any warranties on the parts and accessories sold hereby are made by the manufacturer. You understand and agree that we make no warranties of any kind unless expressed in writing. You hereby authorize us to perform the repair work herein set forth and to purchase the necessary material and parts to perform such repair work. You agree that we are not responsible for loss or damage to your vehicle or articles left in your vehicle in case of fire, theft, or any other cause beyond our control or for any delays caused by unavailability of parts or delays in part shipments by the supplier or transporter. In addition, you agree that we are not responsible for damages to your vehicle from freezing due to lack of antifreeze. You hereby grant our employees permission to operate your vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspection. You acknowledge and agree that an express mechanic's lien on your vehicle is granted to secure payment of this invoice for the repair work detailed in this invoice.



28340 Wick Road
Romulus, MI 48174
Phone: (800) 875-FUEL
orders@RKA.com

Invoice Number: 0420508
Invoice Date: 08/01/24
Invoice Due Date: 08/31/24
Account Number: 0000864
Ship to Code: 1000

SOLD TO: Dearborn Heights Fire Dept
1999 N Beach Daly
Dearborn Heights, MI 48127

SHIP TO: Fire Dept
1999 N Beech Daly
Dearborn Heights, MI 48127-3487

Customer P.O.	Terms	Driver	Truck	Delivery Date	BOL Number
19-019	Net 30 Days		2375	08/01/24	BOL# 0000028308
Product			Delivered	Price per Unit	Amount
87 Regular Gasoline E10			745.10	2.997500	2,233.44

FEDERAL LUST TAX GAS	0.00100	0.75
FEDERAL OIL SPILL E-10	0.00193	1.44
MI ENVIRONMENTAL FEE GAS	0.01000	7.45
FEDERAL SUPERFUND FEE E-10	0.00364	2.71

AUG 13 2024

*O.K. to pay
(335-867)*

Al Brown

SUBJECT TO CORRECTION OF CLERICAL ERRORS. A service charge of 1.5% will be assessed to your account on all past due balances.
"DYED DIESEL/KEROSENE FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE"

SUBTOTAL	2,245.79
SALES TAX	0.00
TOTAL	\$2,245.79

Silversmith Data

Dept. #9657 PO Box 30516

Lansing, MI 48909-8016 US

+1 9897328988

accounting@silversmithinc.com

silversmithdata.com



Statement

TO

City of Dearborn Heights

24600 VanBom Rd

Dearborn Heights, MI 48125

US

STATEMENT NO. 1813**DATE 02/06/2024****TOTAL DUE \$3,600.00****ENCLOSED**

DATE	DESCRIPTION	AMOUNT	OPEN AMOUNT
03/15/2023	Invoice #40163: Due 04/14/2023.	3,600.00	3,600.00

 8/13/24

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	3,600.00	\$3,600.00

Silversmith Data

Dept. #9657 PO Box 30516
Lansing, MI 48909-8016 US
+1 9897328888
accounting@silversmithinc.com
silversmithdata.com



INVOICE

BILL TO
City of Dearborn Heights
24600 VanBorn Rd
Dearborn Heights, MI 48125 US

INVOICE 40163
DATE 03/15/2023
TERMS Net 30
DUE DATE 04/14/2023

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	SER-100-160	Data Plan	1	600.00	600.00
	SER-100-110	Annual Information/Hosting	1	3,000.00	3,000.00
BALANCE DUE					\$3,600.00

Silversmith Data

Dept. #9657 PO Box 30516
Lansing, MI 48909-8016 US
+1 9897328988
accounting@silversmithinc.com
silversmithdata.com



Statement

TO

DEAH000

City of Dearborn Heights

24600 VanBorn Rd

Dearborn Heights, MI 48125

US

STATEMENT NO. 1880**DATE 04/03/2024****TOTAL DUE \$7,200.00****ENCLOSED**

DATE	DESCRIPTION	AMOUNT	OPEN AMOUNT
03/15/2023	Invoice #40163: Due 04/14/2023.	3,600.00	3,600.00
03/15/2024	Invoice #41245: Due 04/14/2024.	3,600.00	3,600.00

Jh D. 8/13/24

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
3,600.00	0.00	0.00	0.00	3,600.00	\$7,200.00

Silversmith Data

Dept. #9657 PO Box 30516
Lansing, MI 48909-8016 US
+1 9897328888
accounting@silversmithinc.com
silversmithdata.com

**INVOICE**

BILL TO
City of Dearborn Heights
24800 VanBorn Rd
Dearborn Heights, MI 48125 US

INVOICE 41245
DATE 03/15/2024
TERMS Net 30
DUE DATE 04/14/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
SER-100-160	Data Plan	1	600.00	600.00
SER-100-110	Annual Information/Hosting	1	3,000.00	3,000.00
BALANCE DUE				\$3,600.00

The AccuMed Group

PAGE 1
INVOICE #: TAG-000107
DATE: 07/31/2024

Invoice Questions: (800)926-6985 ext.330
Or email: jenn.johnson@emsmc.com

BILL TO: Dearborn Heights Fire Department
1999 N Beech Daly
DEARBORN HEIGHTS, MI 48127

PAYMENT TERMS	DUE DATE	CUSTOMER ID	PURCHASE ORDER NO.
Net 30	08/30/2024	C-1536	

ITEM #	DESCRIPTION	RECEIPTS	RATE	AMOUNT
MANAGEMENT SERVICES	Billing Service Fee (EMS)	159,212.98	0.0650	\$10,348.84
Subtotal				\$10,348.84
Payments/Credits				\$0.00
Total				\$10,348.84

Thank you for your continued business. We appreciate it very much
Please reference your Customer Number on your check.

Please remit payment to:
The AccuMed Group
PO Box 2122
Riverview, MI 48193

ACH Payments To:
Routing ABA Number: 272471852
Account Number: 137708262

AUG 12 2024

O.K. to pay
(335-818)




BOOK, SUBSCRIPTION & DATABASE INVOICE

41365 Vincenti Ct. Novi MI 48375
248-536-3100 TLN.org

Invoice Number: 74391
Invoice Date: Aug 15, 2024
Due Date: Sep 14, 2024
Net 30 Days

W-9 Form: TLN.org/W9

Bill To:	DHTN #7
Dearborn Heights Caroline Kennedy Libra 24590 George Street Dearborn Heights, MI 48127 USA	

Description	Amount
DHTN** Direct Shipments JUL24	5,897.37
DHTN** CREDIT - WT Cox-Sports Illustrated for Kids-XLd- 1703892	-25.56
**DHTS Direct Shipments JUL24	4,263.01
**DHTS Subscriptions & Databases JUL24	770.96
738-724-9810 CUSTOMER 177m 8/14/2024	

Credit Ref #:

Total Invoice Amount	10,905.78
Payment/Credit Applied	
TOTAL	\$ 10,905.78

Make Payment to: Bank Name: Chase, 43100 Grand River Avenue, Novi, MI 48375 Account Name: The Library Network Account Number: 2490134 Routing Number: 072000326 (must start with 0) Type: Checking
--

Please include invoice number with payment to "The Library Network". A late fee of 1.5% is assessed on amounts over 60 days past due.
Thank you!

Invoice Number
319604

Invoice Date
07/01/24

COUNTY OF WAYNE
Warren C. Evans - County Executive
500 Griswold, Detroit, Michigan 48226

Invoice



Send Remittance to:

**Wayne County
Environmental Services Division
400 Monroe, Suite 300
Detroit, Michigan 48226**

Customer:

**City of Dearborn Heights
6045 Fenton
Dearborn Heights MI 48127**

Customer Number

500005

Direct Inquiries to:

Telephone (313) 224-4658

Environmental Services Division

Line No.	Due Date	Description of Item, Material, Services or Work	Amount
001	07/31/24	JUL 2024 THRU SEP 2024 FY2024 RATES CSO BASIN OPERATIONS & MAINTENANCE REVENUE# 596.54018.626000 CASH# 596.009018	201,692.50
Please Pay This Amount => \$			201,692.50

Return Remittance Copy of Invoice with Payment

Handwritten signature 8/13/24

Invoice Number
319604

Invoice Date
07/01/24

Invoice Number
319614

Invoice Date
07/01/24

COUNTY OF WAYNE

Warren C. Evans - County Executive
500 Griswold, Detroit, Michigan 48226

Invoice



Send Remittance to:

Wayne County
Environmental Services Division
400 Monroe, Suite 300
Detroit, Michigan 48226

Customer:

City of Dearborn Heights
6045 Fenton
Dearborn Heights MI 48127

Customer Number

500005

Direct Inquiries to:

Telephone (313) 224-4658

Environmental Services Division

Line No.	Due Date	Description of Item, Material, Services or Work	Amount
001	07/31/24	JUL 2024 THRU SEP 2024 ECPAD O & M ASSESSMENT TAYLOR SANITARY BASIN REVENUE ACCT# 821.54713.403000 CASH ACCT# 821.001713	104,144.67
Please Pay This Amount => \$			104,144.67

Return Remittance Copy of Invoice with Payment

John D. 8/13/24

Invoice Number
319614

Invoice Date
07/01/24

Winder Police Equipment Inc.

13400 Reeck Rd
Southgate, MI 48195
734-281-6800

Estimated
Time Due

Customer Copy

Invoice #241262

DEARBORN HTS POLICE DEPT
DEHTPD DEA
25637 MICHIGAN AVE
ATTN: JANET/ 313-277-5146
DEARBORN HEIGHTS MI 48125

Ship to:
SERVICES PERFORMED AT WPE
WINDER POLICE EQUIPMENT
13400 REECK RD.
SOUTHGATE, MI 48195

Wednesday, July 31, 2024
4:39:53 PM

Ordered on
Thursday, July 25, 2024

Ship Via INSTALL

Workorder # 164833

MAKE & MODEL		FLEET NO.	PHONE	REP	CSH	PO #	TERMS		
2020 Ford P.I. Utility		UNIT# 40	313-277-6770	Richard	RW	UNIT# 40	Net 30		
LICENSE NO	MILES IN/OUT	VIN	TORQUE	ENGINE SIZE	TRANSMISSION	COLOR	PRD DATE		
010X899		1FM5K8AB7LGC35727				BLACK			
CATALOG	DESCRIPTION			QTY	PARTS	LABOR	DISC	TOTAL	Code

*****Service performed on this vehicle*****

Problem: Customer damaged the TCRWX6J Tracer with the vehicle hoist.

Service: Remove the complete Tracer unit and return to Whelen for an estimate on the factory repair.

Customer approved the service-repair for the Tracer.

Install the repaired complete Tracer unit on this vehicle.

FACTORY SERVICE - WHELEN	FACTORY PROVIDED SERVICE ON A PRODUCT OR PART	1	366.60			\$366.60	
TCRB50	2020 FORD UTILITY RUNING BOARD MTG. KIT FOR 5	1	35.00			\$35.00	
	LAMP TRACER WHELEN						
SHICHA	SHIPPING CHARGES UPS - outbound	1	64.03			\$64.03	RW
MISC. -	MISCELLANEOUS WIRE - TERMINALS - CONNECTORS -	1	20.00			\$20.00	
INSTALLATION	CONDUIT - TIE WRAPS - ETC.						
COMPONENTS							
LABOR - 2024	Removal - Installation of the Tracer unit	3		135.00		\$405.00	

Welcome. We appreciate your business.

PAID BY	Parts	\$55.00	Taxable	\$460.00
Account \$890.63	Labor	\$405.00	Non-Taxable	\$430.63
	Freight	\$64.03	NON TAXABLE SAL	\$0.00
	Other	\$366.60		
Current Balance: \$80,940.85				
Past Due Balance: (\$6,931.60)	Supplies	\$0.00	TOTAL	\$890.63

Print Name

Signature

Date

CITY OF DEARBORN HEIGHTS

6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127
TELEPHONE (313) 791-3443 • FAX (313) 791-3441

Ship To:

POLICE DEPARTMENT
CITY OF DEARBORN HEIGHTS
25637 MICHIGAN AVENUE

DEARBORN HEIGHTS MI 48125

VENDOR NO. 58030

V
E
N
D
O
R
WINDER POLICE EQUIPMENT INC.
13400 REECK ROAD

SOUTHGATE MI 48195

PURCHASE ORDER

NO. 25-018

Date: 07/02/24

BLANKET PURCHASE ORDERS

JULY 1, 2024 THROUGH JUNE 30, 2025

TO BE PAID MONTHLY

TO COVER THE COST OF:

Quantity	Unit	Description	Unit Cost	Total Cost
1	UNIT	MISC REPAIRS AND SUPPLIES FOR THE POLICE DEPT 101-300-932.000	\$0.00	\$0.00

4,344.53

Total PO Amount

0.00

JERROD HART

DIRECT INQUIRIES TO

Carl...

BUYER

Ke. Sep 8/9/24
Swope

PURCHASE ORDER NUMBER MUST APPEAR ON INVOICE. OR INVOICE WILL NOT BE PAID!

M.S.D.S. REQUIRED ON HAZARDOUS MATERIAL

NOTE: ANY DEVIATION IN PRICE ON THIS ORDER MUST BE APPROVED BY THE CITY PURCHASING DIVISION PRIOR TO DELIVERY

1. ORIGINAL INVOICES TO:
COMPTROLLER'S OFFICE
6045 FENTON, DBN. HTS., MI 48127
2. EXEMPT FROM STATE/LOCAL AND
FEDERAL TAXES: 38-1712300
3. PURCHASE ORDER NUMBER MUST APPEAR ON ALL
INVOICES, SHIPPERS, AND CORRESPONDENCES.
4. SUBSTITUTIONS NOT ACCEPTED WITHOUT PRIOR
APPROVAL.
5. PARTIAL SHIPMENT WILL BE ACCEPTED IF
INVOICED SEPARATELY. PAYMENT MADE UPON
COMPLETION OF PURCHASE ORDER.
6. ACKNOWLEDGMENT COPY MUST BE RETURNED BEFORE
ORDER IS BINDING.

Winder Police Equipment Inc.

13400 Reeck Rd
Southgate, MI 48195
734-281-6800

Estimated
Time Due

Customer Copy

Invoice #241261

DEARBORN HTS POLICE DEPT
DEHTPD DEA
25637 MICHIGAN AVE
ATTN: JANET/ 313-277-5146
DEARBORN HEIGHTS MI 48125

Ship to:
SERVICES PERFORMED AT WPE
WINDER POLICE EQUIPMENT
13400 REECK RD.
SOUTHGATE, MI 48195

Wednesday, July 31, 2024
4:36:10 PM

Ordered on
Tuesday, July 23, 2024

Ship Via INSTALL
Workorder # 164819

MAKE & MODEL		FLEET NO.	PHONE	REP	CSH	PO #	TERMS		
			313-277-6770	Richard	RW	UNIT# 21	Net 30		
LICENSE NO.	MILES IN/OUT	VIN	TORQUE	ENGINE SIZE	TRANSMISSION	COLOR	PRD DATE		
CATALOG	DESCRIPTION			QTY	PARTS	LABOR	DISC	TOTAL	Code

*****Service performed on this vehicle*****

Problem: Customer reported that the Motorola Apex radio continuously errors with "out of range".

Service: Disconnect the existing external roof mounted antenna and connect with a new temporary radio antenna.

Result: Radio continuously errors and is inoperable.

Remove the existing brick and temporarily connect another brick. Connect to the existing roof antenna. No error and checks OK.

Sent the customers Apex brick only to the Motorola service center.

Repair Tag# 2203

Brick s/n 527CSM4320

Service: Motorola found the issue. Replaced parts to repair the issue. Brick was aligned and adjusted for proper operation.

Serviced radio brick given back (loose) to the customer.

NON-STOCK PART	Motorola radio service	1	798.00			\$798.00	
SHICHA	SHIPPING CHARGES UPS/FEDEX/FREIGHT	1	50.00			\$50.00	RW
LABOR - 2024	Radio in vehicle diagnostic service	1		135.00		\$135.00	

Welcome, We appreciate your business.

PAID BY
Account \$983.00

Parts	\$798.00	Taxable	\$933.00
Labor	\$135.00	Non-Taxable	\$50.00
Freight	\$50.00	NON TAXABLE SAL	\$0.00
Other	\$0.00		

Current Balance: \$80,050.22

Past Due Balance: (\$6,931.60)

Supplies \$0.00

TOTAL \$983.00

Print Name

Signature

Date

Page 1 of 1

CITY OF DEARBORN HEIGHTS

6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127
TELEPHONE (313) 791-3443 • FAX (313) 791-3441

Ship To:

POLICE DEPARTMENT
CITY OF DEARBORN HEIGHTS
25637 MICHIGAN AVENUE

DEARBORN HEIGHTS MI 48125

VENDOR NO. 58030

V
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O
R
WINDER POLICE EQUIPMENT INC.
13400 REECK ROAD

SOUTHGATE MI 48195

PURCHASE ORDER

NO. 25-018

Date: 07/02/24

BLANKET PURCHASE ORDERS

JULY 1, 2024 THROUGH JUNE 30, 2025

TO BE PAID MONTHLY

TO COVER THE COST OF:

Quantity	Unit	Description	Unit Cost	Total Cost
1	UNIT	MISC REPAIRS AND SUPPLIES FOR THE POLICE DEPT 101-300-932.000	\$0.00	\$0.00

Total PO Amount

0.00

JERROD HART

DIRECT INQUIRIES TO

Carla...

BUYER

*He. 8/9/24
Swope*

4,344.53

PURCHASE ORDER NUMBER MUST APPEAR ON INVOICE. OR INVOICE WILL NOT BE PAID!

M.S.D.S. REQUIRED ON HAZARDOUS MATERIAL

NOTE: ANY DEVIATION IN PRICE ON THIS ORDER MUST BE APPROVED BY THE CITY PURCHASING DIVISION PRIOR TO DELIVERY

1. ORIGINAL INVOICES TO:
COMPTROLLER'S OFFICE
6045 FENTON, DBN. HTS., MI 48127
2. EXEMPT FROM STATE/LOCAL AND
FEDERAL TAXES: 38-1712300
3. PURCHASE ORDER NUMBER MUST APPEAR ON ALL
INVOICES, SHIPPERS, AND CORRESPONDENCES.
4. SUBSTITUTIONS NOT ACCEPTED WITHOUT PRIOR
APPROVAL.
5. PARTIAL SHIPMENT WILL BE ACCEPTED IF
INVOICED SEPARATELY. PAYMENT MADE UPON
COMPLETION OF PURCHASE ORDER.
6. ACKNOWLEDGMENT COPY MUST BE RETURNED BEFORE
ORDER IS BINDING.

Winder Police Equipment Inc.13400 Reeck Rd
Southgate, MI 48195
734-281-6800Estimated
Time Due

Customer Copy

Invoice #241258DEARBORN HTS POLICE DEPT
DEHTPD DEA
25637 MICHIGAN AVE
ATTN: JANET/ 313-277-5146
DEARBORN HEIGHTS MI 48125Ship to:
SERVICES PERFORMED AT WPE
WINDER POLICE EQUIPMENT
13400 REECK RD.
SOUTHGATE, MI 48195Wednesday, July 31, 2024
2:37:53 PMOrdered on
Wednesday, June 12, 2024
Ship Via INSTALL
Workorder # 164561

MAKE & MODEL		FLEET NO.	PHONE	REP	CSH	PO #	TERMS		
2023 Chevrolet Tahoe PPV		UNIT# 32	313-277-6770	Richard	RW	UNIT# 32	Net 30		
LICENSE NO.	MILES IN/OUT	VIN	TORQUE	ENGINE SIZE	TRANSMISSION	COLOR	PRD DATE		
096X172		1GNSKLED8PR432025				BLACK			
CATALOG	DESCRIPTION			QTY	PARTS	LABOR	DISC	TOTAL	Code

****Removal and reinstallation required for this vehicle for the replacement vehicle equipment as outlined below****

Note: Vehicle has Push-Bumper damage result from an accident.

- 1) Disconnect the air lines to the GPS - Dart shooter unit. Remove this unit from the Push-Bumper. Safely secure the air lines for vehicle travel.
- 2) Disconnect the warning light wire harness at the Push-Bumper. Remove the Push-Bumper and wrap arounds. Safely secure the light wire harness for vehicle travel.
- 3) Vehicle now ready to be driven to the collision shop.
- 4) Remove the warning lights, the front scene light and internal wire harness from the damaged Push-Bumper and wrap arounds.
- 5) Install the new replacement Push-Bumper and wrap arounds.
- 6) Transfer - Install the warning lighting and front scene light from the old Push-Bumper and wraps.
- 7) Replace - Install the new LED lights that replace the old damaged - Inoperative warning lights.
- 8) Reconnect the warning lights wire harness.
- 9) Reinstall the GPS - Dart shooter unit. Reconnect the air lines to the shooter unit.
- 10) Test the Push-Bumper warning lighting and the shooter unit for properly operation.

BK1545TAH21	-----Push-Bumper----- 2021 + TAHOE, PB450LR2 W/PAD LIGHT READY BUMPER 2 ION LIGHTS	1	487.20			\$487.20
FK0402TAH21	-----Push-Bumper wrap-around----- 2021+ TAHOE PB9 FENDER WRAPS - ALUMINUM - PB300/400 SETINA	1	527.20			\$527.20
I2J	-----Warning lighting----- RED/BLUE BLACK, DUO LINEAR ION	2	140.70			\$281.40
INBOSH	INBOUND SHIPPING CHARGES	1	200.00			\$200.00

*Welcome. We appreciate your business.*PAID BY
Account \$2,470.80

Parts	\$1,325.80	Taxable	\$2,270.80
Labor	\$945.00	Non-Taxable	\$200.00
Freight	\$200.00	NON TAXABLE SAL	\$0.00
Other	\$0.00		

Current Balance: \$79,067.22

Past Due Balance: (\$6,931.60)

Supplies \$0.00

TOTAL \$2,470.80

Print Name

Signature

Date

Page 1 of 2

MAKE & MODEL		FLEET NO.	PHONE	REP	CSH	PO #	TERMS		
2023 Chevrolet Tahoe PPV		UNIT# 32	313-277-6770	Richard	RW	UNIT# 32	Net 30		
LICENSE NO.	MILES IN/OUT	VIN	TORQUE	ENGINE SIZE	TRANSMISSION	COLOR	PRD DATE		
096X172		1GNSKLED8PR432025				BLACK			
CATALOG	DESCRIPTION			QTY	PARTS	LABOR	DISC	TOTAL	Code
MISC. - INSTALLATION COMPONENTS LABOR - 2024	MISCELLANEOUS WIRE - TERMINALS - CONNECTORS - CONDUIT - TIE WRAPS - ETC. Removal and Reinstallation for the work detailed within this quote.			1 7	30.00			\$30.00 135.00	 \$945.00

Welcome, We appreciate your business.

PAID BY

Account \$2,470.80

Parts	\$1,325.80	Taxable	\$2,270.80
Labor	\$945.00	Non-Taxable	\$200.00
Freight	\$200.00	NON TAXABLE SAL	\$0.00
Other	\$0.00		
Supplies	\$0.00		
		TOTAL	\$2,470.80

Current Balance: \$79,067.22

Past Due Balance: (\$6,931.60)

Print Name _____

Signature _____

Date _____

Invoice #241258

Page 2 of 2

CITY OF DEARBORN HEIGHTS

6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127
TELEPHONE (313) 791-3443 • FAX (313) 791-3441

Ship To:

POLICE DEPARTMENT
CITY OF DEARBORN HEIGHTS
25637 MICHIGAN AVENUE

DEARBORN HEIGHTS MI 48125

VENDOR NO. 58030

V
E
N
D
O
R
WINDER POLICE EQUIPMENT INC.
13400 REECK ROAD

SOUTHGATE MI 48195

PURCHASE ORDER

NO. 25-018

Date: 07/02/24

BLANKET PURCHASE ORDERS
JULY 1, 2024 THROUGH JUNE 30, 2025
TO BE PAID MONTHLY

TO COVER THE COST OF:

Quantity	Unit	Description	Unit Cost	Total Cost
1	UNIT	MISC REPAIRS AND SUPPLIES FOR THE POLICE DEPT 101-300-932.000	\$0.00	\$0.00

Total PO Amount

4,344.00
0.00

JERROD HART

DIRECT INQUIRIES TO

Carla...
BUYER

He. 8/9/24
Swope

PURCHASE ORDER NUMBER MUST APPEAR ON INVOICE. OR INVOICE WILL NOT BE PAID!

M.S.D.S. REQUIRED ON HAZARDOUS MATERIAL

NOTE: ANY DEVIATION IN PRICE ON THIS ORDER MUST BE APPROVED BY THE CITY PURCHASING DIVISION PRIOR TO DELIVERY

1. ORIGINAL INVOICES TO:
COMPTROLLER'S OFFICE
6045 FENTON, DBN. HTS., MI 48127
2. EXEMPT FROM STATE/LOCAL AND
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APPROVAL.
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INVOICED SEPARATELY. PAYMENT MADE UPON
COMPLETION OF PURCHASE ORDER.
6. ACKNOWLEDGMENT COPY MUST BE RETURNED BEFORE
ORDER IS BINDING.

Approved for the Agenda of:	APPROVED
8/27/2024	Motion No. 24-396

7.A.



Building Department

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Ali Dib, City Engineer

DATE: August 20, 2024

RE: City Engineer Dib - Bid Award - School Pedestrian Crossing Project

Honorable Council Members:

Attached, please find the results of bids submitted for the School Pedestrian Crossing Project to the Comptroller's Office. With your concurrence, I am requesting that the City Council award the bid to PK Contracting in the amount of \$150,260.00 (lowest bid + 10%). Additionally, please authorize the Mayor and the City Clerk to sign the contract.

The City of Dearborn Heights' consultant, Wade Trim, was hired to provide a City-wide full school crossing evaluation and provide needed recommendations to address proper school crossings and markings throughout the City. (The final report and recommendation is attached for your review)

This work consists of the placement of approximately 16,000 ft. of 12-inch crosswalks along with 3,000 ft. of 24-inch stop bars. The contractor will be utilizing MDOT's standard Polyurea pavement marking and removing existing non-Polyurea markings for proper adhesion.

It is our intention to have our staff "shadow" the contractor and learn the proper placement techniques along with the proper material and equipment needed to perform the work in the future.

Thank you for your consideration.

Sincerely,
Ali M. Dib, P.E.
City Engineer

Attachments:

1. 00 - DHT262201T - Dearborn Heights - School Crossing Assessments - Project Manual - With Award Recommendation



Wade Trim Associates, Inc.
25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

August 16, 2024

City of Dearborn Heights
26400 Van Born Road
Dearborn Heights, MI 48125

Attention: Mr. Ali Dib, PE
City Engineer

Re: School Pedestrian Crossing Assessments
Recommendation of Award

Dear Mr. Dib:

On Friday, August 16, 2024 at 1:00 p.m., the city received one bid for the School Pedestrian Crossing Assessments from PK Contracting for the sum of \$136,600.00.

We confirmed that the unit prices provided by PK Contracting are comparable to MDOT unit prices from 2023 for similar items of work.

Based on our review of the information provided on the Contractor's bid form, our office recommends that the contract for the School Pedestrian Crossing Assessments be awarded to the sole bidder, PK Contracting, located in Troy, Michigan, and the Mayor and Clerk be authorized to sign the contract Agreement.

We recommend the project be awarded to PK Contracting with a not-to-exceed construction budget of **\$136,600.00**.

Project Overview

The project improves the safety of pedestrian crossings at 84 intersections and involves 16,000 feet of 12-inch crosswalk and 3,000 feet of 24-inch stop bars.

A copy of the bid form provided is attached for your reference and files. If you have any questions regarding the above information or any other aspects of the Project, please contact our office.

Very truly yours,

Wade Trim Associates, Inc.

A handwritten signature in black ink, appearing to read 'Vaughn C. Martin', is written over a horizontal line.

Vaughn C. Martin, PE

VCM:AJK
DHT 1005-23T

Enclosure



MAIN OFFICE
1965 Barrett Drive
Troy, MI 48064-5372
PHONE 248-362-2130
FAX 248-362-4969

To:	WADE TRIM	Contact:	ANDY KASPOR
Address:	25251 NORTHLINE ROAD TAYLOR, MI 48180	Phone:	(734) 947-9700
		Fax:	
Project Name:	DEARBORN HEIGHTS SCHOOL CROSSINGS	Bid Number:	24-0367
Project Location:	WAYNE COUNTY	Bid Date:	8/16/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		Pavt Mrkg, Polyurea, 12 inch, Crosswalk	16,000.00	LF	\$6.100	\$97,600.00
2		Pavt Mrkg, Polyurea, 24 inch, Stop Bar	3,000.00	LF	\$13.000	\$39,000.00

Total Bid Price: \$136,600.00

Notes:

- QUOTE IS BASED ON ONE MOVE IN FOR FINAL MARKINGS AT COMPLETION OF PROJECT. ADDITIONAL MOVE INS AT \$950.00 PER DAY.
- QUOTE IS INCLUSIVE OF ALL ITEMS AND CAN NOT BE SPLIT.
- PAYMENT TO BE MADE BASED ON QUOTED UNIT PRICES.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

PK CONTRACTING, INC.

Authorized Signature: _____

Estimator: Greg Moody
(248) 362-2130 greg@pkcontracting.com

**SECTION 00 01 00
CONTRACT DOCUMENTS**

DEARBORN HEIGHTS SCHOOL PEDESTRIAN CROSSING ASSESSMENTS

City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

August 14, 2024



25251 Northline Road, Taylor MI, 48180

DHT2622-01T

**SECTION 00 01 10
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 01 10 - Table of Contents
- 00 11 13 - Advertisement for Bids
- 00 21 13 - Instructions to Bidders
- 00 42 43 - Proposal
- 00 43 13 - Bid Bond Form
- 00 43 45 - Legal Status of Bidder
- 00 51 00 - Notice of Award
- 00 52 00 - Agreement
- 00 55 00 - Notice to Proceed
- 00 60 00 - Project Forms
- 00 61 12.13 - Labor and Material Payment Bond Form
- 00 61 13.13 - Performance Bond Form
- 00 61 19.13 - Maintenance and Guarantee Bond Form
- 00 62 75 – Engineer's Certificate for Payment
- 00 62 76 - Contractor's Application for Payment
- 00 62 77 - Payment Schedule
- 00 65 20 - Sworn Statement
- 00 72 00 - General Conditions
- 00 73 00 - Supplementary Conditions

SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

- 01 11 00 - Summary of Work
- 01 22 00 - Unit Prices
- 01 31 19 - Project Meetings
- 01 32 16 - Construction Project Schedule
- 01 33 00 - Submittal Procedures
- 01 45 00 - Quality Control
- 01 50 00 - Temporary Facilities and Controls
- 01 60 00 - Product Requirements
- 01 77 00 - Closeout Procedures
- 01 89 00 - Site Construction Performance Requirements

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 17 23 - Pavement Markings

CONSTRUCTION DETAILS AND MAPS

Detail 01 – Wade Trim High Visibility Crosswalk Detail

Maps for Base Bid Pavement Marking Locations

List of Base Bid Project Intersection Locations

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

Dearborn Heights School Pedestrian Crossing Assessments

Sealed Bids will be received electronically by email at akaspor@wadetrim.com until 1:00pm, Local Time, 08-16-2024. Shortly after the bid closing time a bid tabulation will be prepared and posted online.

Bids will be received for the following Work:

Installation of polyurea pavement markings including approximately 16,000 feet of special emphasis 12-inch crosswalks and 3,000 feet of 24-inch stop bars.

Contract Documents are on file with Ms. Lynne M. Senia, Clerk.

Contract Documents may be examined at the following locations:

1. City of Dearborn Heights, 6045 Fenton Avenue, Dearborn Heights, MI 48127
2. Wade Trim Associates, Inc., 25251 Northline Road, Taylor MI, 48180

Copies of the Contract Documents for bidding purposes must be obtained online by registering with the above mentioned bidding organization. See Instructions to Bidders for additional bidding requirements.

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

City of Dearborn Heights reserves the right to accept or reject any or all bids and to waive any informality in any bids should it consider same to be in its best interest.

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

All inquiries shall be directed to Andrew Kaspor, PE at Phone: (313) 445-3744.

Questions will be received until 08-15-2024 at 4:00 PM. No further questions will be answered after this date and time.

Darren E. Turner, Comptroller

City of Dearborn Heights

6045 Fenton Avenue

Dearborn Heights, MI 48127

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 DEFINED TERMS

- A. Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions.
- B. The term "Bidder" means one who submits a Bid to Owner as distinct from a subbidder who submits a Bid to a Bidder.
- C. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the Owner makes an award.
- D. The term "Owner" means City of Dearborn Heights, 6045 Fenton Avenue, a Municipal Corporation and being a party of the first part of this Contract.
- E. The term "Engineer" means Wade Trim Associates, Inc., 25251 Northline Road, Taylor MI, 48180, or a duly authorized representative.

1.02 BIDDERS QUALIFICATIONS

- A. No Bid will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the Contract Documents. In order to aid the Owner in determining the responsibility of any Bidder, the Bidder, within 48 hours after being requested in writing by the Owner to do so, must furnish evidence, satisfactory to the Owner, of the Bidder's experience and familiarity with Work of the character specified, and Bidder's financial ability to properly prosecute the proposed Work to completion within the specified time. The evidence requested may include the following:
 - 1. Address and description of the Bidder's plant or permanent place of business.
 - 2. Bidder's performance records for all Work awarded to or started by Bidder within the past three years.
 - 3. An itemized list of the Bidder's equipment available for use on the proposed Contract.
 - 4. Bidder's financial statement, including statement of ownership of equipment necessary to be used in executing Work under Contract.
 - 5. Evidence that the Bidder is authorized to do business in the state in which the project is located, in case of a corporation organized under the laws of any other state; and,
 - 6. Such additional information as will satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract.

1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to:
 - 1. Examine the Contract Documents thoroughly,
 - 2. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work,
 - 3. Consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; and
 - 4. Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 - 5. Promptly notify the Engineer in writing of conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between Contract Documents and such related

documents.

6. Purchase official Procurement Documents from the Engineer in order to be included on the project Plan Holder List and be considered eligible for bidding.
- B. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the Engineer in preparing the Contract Documents.
 1. If such reports are not included as appendices to the Contract Documents, the Owner will make copies available to any Bidder requesting them. These reports are included for reference only and are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.
 2. The Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for bidding or construction purposes.
 3. Before submitting their Bid each Bidder will, at Bidder's own expense, make such additional investigations and tests as the Bidder may deem necessary to determine Bidder's Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- C. On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of their Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such investigations and tests.
- D. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by the Contractor in performing the Work are identified in Section 01 11 00 - Summary of Work, or on the Plans.
- E. The locations of utilities as shown on the Plans are taken from sources believed to be reliable. Neither the Owner nor the Engineer will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.
 1. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article, that without exception the Bid is based upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown, indicated or required by the Contract Documents, that Bidder has given the Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in Contract Documents and the resolution by the Engineer is acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work, and that the time stated in the Proposal is sufficient to complete the project.

1.04 PRE-BID CONFERENCE

- A. Not applicable.

1.05 INTERPRETATIONS AND ADDENDA

- A. Should any prospective bidder find discrepancies in, or omissions from the Plans, Specifications or other parts of the Contract Documents, he may submit a written request to the Engineer for an interpretation thereof. The person submitting the request will be held responsible for its prompt delivery at least seven (7) days prior to the date for opening of Bids. Questions received less than seven (7) days prior to the date for opening of bids will not be answered. Any interpretation of inquiry will be made by Addendum duly issued to all prospective bidders.

- B. Any change in or addition to the Contract Documents deemed necessary by the Owner must be made in the form of an Addendum issued to all prospective bidders who have taken out Contract Documents and all such Addenda will become a part of the Contract Documents as though same were incorporated into same originally. Oral explanations and information do not constitute official notification and are not binding.

1.06 BID SECURITY

- A. Bid Security must be made payable to the Owner, in an amount of **five (5)** percent of the Bidder's maximum Bid price and in a form as indicated in Section 00 11 13 - Advertisement for Bids. Bid Bonds, if indicated as acceptable in Section 00 11 13, will be issued on the form included in the Contract Documents by a Surety meeting the requirements of paragraph 5.01 of Section 00 72 00 - General Conditions.
- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed Section 00 52 00 - Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- C. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earliest of the seventh day after the "Effective Date of Agreement" (which term is defined in the General Conditions) or the expiration of the hold period on the Bids. Bid Security of other Bidders will be returned within 14 days of the Bid opening, unless indicated otherwise in the Advertisement.

1.07 CONTRACT TIME

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

1.08 SUBSTITUTE AND "OR-EQUAL" ITEMS

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

1.09 RECEIPT AND FORM OF BID

- A. Bids must be submitted at the time and place indicated in the Advertisement for Bids and must be accompanied by the Bid Security and other required documents.
 - 1. Bids must be submitted electronically only as specified herein.
- B. Bids received after the scheduled time and place indicated in the Advertisement for Bids will be returned unopened.
- C. Owner invites bids on the Proposal and any other form(s) attached thereto.
- D. The complete set of Contract Documents must be used in preparing Bids; neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- E. The quantities as shown in Section 00 42 43 - Proposal are approximate only and will be used as a basis of comparison of Bids, and award of Contract(s).

1. Payment will be made on basis of actual quantities of Work performed in accordance with the Contract Documents.
- F. Unit Prices must include such amounts as the Bidder deems proper for overhead, profit, taxes, General Conditions and such other incidentals as noted in the Contact Documents.
- G. Bidder must acknowledge of receipt of all Addenda as provided for in the electronic bidding platform. Failure to acknowledge Addenda will be cause for rejection of bid.
- H. The Legal Status of Bidder Form, located in Section 00 43 45 - Legal Status of Bidder, must be submitted with each Bid and must clearly state the legal position of a Bidder. In the case of a corporation, the home address, name and title of all officers must be given. In the case of a partnership, show names and home addresses of all partners. If an individual, so state. Any individual bid not signed by the individual must have attached, thereto, a power of attorney evidencing authority to sign.
- I. Other documents to be attached to the Proposal and made a condition thereof are identified in the Proposal.
- J. A tabulation of the amounts of the base bids and any alternates will be made available after the opening of Bids.
- K. Please follow these instructions carefully to submit a bid. Your bid may be considered non-responsive if it is not submitted as instructed below. Bids are considered received, when received by email at the Comptroller's Office or submitted at <https://www.bidnetdirect.com/mitn> EBS option for registered users. Bids must be received as noted above before the specified due date and time; late bids will not be considered. Each bid must be submitted separately and electronically.
 1. Electronic Bid Submission Option - Login to Bidnetdirect website with your previously registered credentials at <https://www.bidnetdirect.com/mitn>. You must be a registered user to participate in electronic bid submission.
 - a. Find City of Dearborn Heights solicitation you are bidding for.
 - b. Click on "Place a Bid" button.
 - c. Select "Place a new Bid" radio button and click on continue. The create bid interface opens.
 - d. Click on "Documents" tab, select add file. You have the option to drag & drop or browse for your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
 - e. It will take you to the Pricing tab, and you will see a reminder to "don't forget to attach your pricing in the Documents section". Select Next button on the next screen in the "exception" section, Select "No" or "Yes" In the "Bidder Compliance & Authentication" section. Enter your complete name and password when prompted. Click on "Submit Bid" button.
 - f. In the "bid submission confirmation" window select "No" or "Yes".
 - g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.
 2. Bid Deposit - Each bid must be accompanied by a certified or cashier's check in the amount of 5% or 5% bid bond of the gross sum bid. You must submit a photocopy of the bid bond as part of your bid documents. If you choose to send a cashier's check instead, please mail to Comptroller's Office, City of Dearborn Heights, 6045 Fenton Avenue, Dearborn Heights, MI 48127 with the name of the bid, your complete address, and contact information. Please mail your cashier's check at least 7 business days prior to the bid opening date to make sure it will reach Comptroller's Office at the time of bid opening.

1.10 MODIFICATIONS AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their Bid and the Bid Security will be returned.
 - 1. Thereafter, at the sole option of the Owner, that Bidder will be disqualified from further Bidding on the Work to be provided under the Contract Documents.

1.11 AWARD OF CONTRACT

- A. Owner reserves the right to reject any and all Bids for any reason, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids.
- B. Discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and unit prices, will be resolved in favor of unit price.
- C. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- D. In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data if requested in the Bid forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but the Owner may accept them in any order or combination.
- E. Subject to the approval of the Owner, the Contract will be awarded to the lowest responsive and responsible Bidder. Responsibility of Bidder will be determined on basis of past performance and Work of similar character, equipment and labor available to do the Work and financial status.
- F. The Contract will be considered to have been awarded after the approval of the Owner has been duly obtained and a formal Notice of Award duly served on the successful Bidder by the Owner.
- G. If the Contract is to be awarded, the Owner will give the successful Bidder a Notice of Award within 60 days after the day of the Bid opening, unless such other time is specified in the Advertisement for Bids.
- H. The Contract will not be binding upon the Owner until the Agreement has been duly executed by the Bidder and the duly authorized officials of the Owner.

1.12 SIGNING OF AGREEMENT

- A. Within fifteen (15) days after the Owner gives a Notice of Award to the successful Bidder, the Contractor must sign and deliver the specified number of counterparts of the Agreement to the Owner with all other Contract Documents attached.
- B. Within ten (10) days thereafter, the Owner will deliver one (1) fully signed counterpart to the Contractor. Engineer will identify, date or correct those portions of the Contract Documents not fully signed, dated or executed by the Owner and the Contractor and such identification, dating or correction will be binding on all parties.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

**SECTION 00 42 43
PROPOSAL**

Owner: City of Dearborn Heights

Project: Dearborn Heights School Pedestrian Crossing Assessments

Project Location: City Wide

BIDDER INFORMATION

Bidder Name: _____

By (Printed Name): _____

Signature: _____

Address: _____

Phone No: _____

Email: _____

Bidder proposes and agrees, if their Bid is accepted, to enter into an Agreement with the City of Dearborn Heights in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Agreement, and in accordance with the Contract Documents.

In submitting their Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined copies of Contract Documents, (consisting of Plans dated Ready for Bidders date (Typically the date it's issued for bid) and Project Manual dated Ready for Bidders date (Typically the date it's issued for bid)) which Bidder understands and accepts as sufficient for the purpose, including any and all Addenda officially issued, the receipt of which has been acknowledged.
 - A. Addendum _____ Acknowledged by: _____ Date: _____
 - B. Addendum _____ Acknowledged by: _____ Date: _____
 - C. Addendum _____ Acknowledged by: _____ Date: _____
2. Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work, and has made such independent investigations as Bidder deems necessary.
3. Bidder, by submitting a Bid, agrees that their Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.
4. Bidder agrees to complete the Work, in accordance with the Contract Documents, for the following Contract Price:

Base Bid

Item	Description	Quantity	Unit	Unit Price	Amount
1	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	16,000	Foot	\$ _____	\$ _____
2	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	3,000	Foot	\$ _____	\$ _____

Base Bid Contract Price (Items 1 and 2) \$ _____

5. Bidder, by submitting a Bid, thereby certifies that Bidder or a qualified designated person in Bidder's employ has examined the Contract Documents provided by the Owner for bidding purposes. Further, they certify that Bidder or Bidder's qualified employee has reviewed the Bidder's proposed construction methods and finds them compatible with the conditions which Bidder anticipates from the information provided for Bidding.
6. Bidder, by submitting a Bid, agrees to complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, Bidder agrees to complete the Work under whatever conditions Bidder may create by Bidder's own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.
7. Bidder, by submitting a Bid, declares that Bidder has familiarized them self with the location of the proposed Work and the conditions under which it must be constructed. Also, Bidder has carefully examined the Plans, the Specifications, and the Contract Documents, which Bidder understands and accepts as sufficient for the purpose, and agrees that Bidder will Contract with the Owner to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.
8. Bidder will provide a bid bond, in the amount of at least **five (5)** percent of the amount Bid, drawn payable to City of Dearborn Heights as security for the proper execution of the Agreement.
9. Bidder, by submitting a Bid, agrees that if awarded Contract, to sign the Agreement and submit satisfactory bonds and certificates of insurance coverage and other evidence of insurance required by the Contract Documents within 15 days after the date of Owner's Notice of Award.
10. Bidder, by submitting a Bid, agrees that time is of the essence and, if awarded Contract, that the Work will be Completed on or before the dates/days as specified in the Agreement.
11. Liquidated damages, as specified in the General Conditions, Supplementary Conditions and Agreement, will also apply to the Substantial Completion date.
12. Engineering and inspection costs incurred after the final completion date will be paid by the Contractor to the Owner as specified in the Conditions of the Contract and Agreement.
13. Proposals may not be withdrawn for a period of 60 days after bid opening.
14. The following documents are made a condition of this Proposal:
 - A. Required Bid Security
 - B. Legal Status of Bidder
 - C. Non-Collusion Affidavit

SECTION 00 43 13
BID BOND FORM

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

WHEREAS, the Principal has submitted a Bid for Dearborn Heights School Pedestrian Crossing Assessments.

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

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

(Witness)

(Principal)

(Title)

(Witness)

(Surety)

(Title)

SECTION 00 43 45
LEGAL STATUS OF BIDDER

(The Bidder should check the appropriate box and complete the information requested therein)

☐ A corporation, duly authorized and doing business under the laws of the State of Michigan, for whom _____ whose signature is affixed to this Bid, is duly authorized to execute contracts.

☐ A limited liability company, duly authorized and doing business under the laws of the State of Michigan, for whom _____, whose signature is affixed to this Bid, is duly authorized to execute contracts.

☐ A partnership, all partners with their addresses are:

_____	_____
_____	_____
_____	_____

☐ An individual, whose signature is affixed to this Bid.

_____	_____
-------	-------

SECTION 00 45 13
STATEMENT OF BIDDER'S QUALIFICATIONS

This Proposal is submitted in the name of:

(Print) _____

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

Street: _____ City: _____

State: _____ Zip Code: _____

The undersigned hereby declares their legal status as checked below:

- ☐ Sole Proprietor
☐ Sole Proprietor doing business under an assumed name
☐ Co-partnership

The Assumed Name of the Co-Partnership is registered in the County of _____,

- ☐ Corporation incorporated under the laws of the State of _____.

The Corporation is:

- ☐ authorized to conduct business in the State of
☐ not now authorized to conduct business in the State of
☐ possess all required licenses for the work being bid
☐ limited liability corporation

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

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Signed this _____ day of _____, 20____

By: _____

Printed Name: _____

Title: _____

SECTION 00 45 19
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

) ss:

County of _____)

_____, being first duly sworn, deposes and says that:

1. They are the of _____ (Position) of _____ (Firm), the Bidder that has submitted the attached Bid;
2. They are fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the Bidder nor any of its officers, partners, members, managers, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, entity or person to submit a collusive or sham bid in connection with the Contract Documents for which the attached Bid has been submitted or to refrain from bidding in connection with the Contract Documents or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other Bidder, entity or person to fix the price or prices in the attached Bid or that of any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Dearborn Heights, or any person or other entity interested in the proposed Contract Documents; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties having interest, including this affiant.

Name of Bidder: _____

Signed By: _____

Title: _____

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

_____ Notary Public

_____ County, Michigan

Acting in the County of: _____

My Commission Expires: _____

Notary Seal

SECTION 00 51 00
NOTICE OF AWARD

Attention: _____ Date: _____

Project: Dearborn Heights School Pedestrian Crossing Assessments

Pursuant to the provisions of Article 1.11 of the Instructions to Bidders, you are hereby notified that the _____ (Owner) during a _____ Meeting held on _____, _____, 20____ has directed the acceptance of your Bid for the above referenced Project in the amount of _____ Dollars (\$_____).

This Project consists of: Install polyurea pavement markings including approximately 16,000 feet of 12-inch crosswalks and 3,000 feet of 24-inch stop bars. as delineated in your Bid submitted to City of Dearborn Heights on 08-16-2024.

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

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

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

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

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

Owner: _____

Authorized Signature: _____

Copy to Wade Trim Associates, Inc.

SECTION 00 52 00 AGREEMENT

This Agreement for Dearborn Heights School Pedestrian Crossing Assessments (hereafter "Agreement"), is entered into between the City of Dearborn (hereafter "Owner") and

_____ (hereafter "Contractor"). Owner and Contractor (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1 Background. The Parties acknowledge that Owner issued its Bid Specifications Package related to Install polyurea pavement markings including approximately 16,000 feet of special emphasis 12-inch crosswalks and 3,000 feet of 24-inch stop bars. The Parties acknowledge that the Bid Specifications Package was a set of documents titled Dearborn Heights School Pedestrian Crossing Assessments and prepared by Wade Trim Associates, Inc. The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by Owner to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that Contractor submitted its completed Proposal to Owner in response to the Bid Specifications Package which led to the Owner selecting it to be the Contractor chosen to perform the work required by this Agreement.

1.2 Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); Contractor's completed Proposal; this Agreement; the Notice of Award; documentation submitted by Contractor prior to Notice of Award; and any Modification or Addendum to this Agreement, including any Change Orders, duly approved and delivered after execution of this Agreement.

1.3 General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the Contractor shall fulfill the duties, responsibilities, and obligations of the Contractor as described in the Contract Documents and (B) the Owner shall fulfill the duties, responsibilities, and obligations of the Owner as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

[THIS SPACE INTENTIONALLY BLANK]

1.4 Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent.

Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1 Generally. The Work will be substantially completed on or before 11-01-2024, and completed and ready for final payment in accordance with paragraph 14.11 of the General Conditions on or before 12-01-2024. The Work is generally described as follows: Dearborn Heights School Pedestrian Crossing Assessments.

2.2 Performance Standards. Contractor shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, Contractor shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that Contractor has represented that it has.

2.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not Substantially Complete within the time specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not Substantially Complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner \$2,500.00 for each day that expires after the time specified in paragraph 2.1 for Substantial Completion until the Work is Substantially Complete. Liquidated damages charged shall be deducted from the Contractor's progress payment.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, Owner shall pay Contractor for services actually performed and appropriately completed by Contractor as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what Contractor is to be paid, the total amount to be paid to Contractor shall not exceed _____ (\$ _____) Dollars.

ARTICLE 5. PAYMENT PROCEDURES

5.1 Invoices. Contractor shall provide invoices on an ongoing basis to the Owner for the services the Contractor has provided to the Owner pursuant to this Agreement. Such invoices shall be submitted to Owner within a reasonable time of the services having been performed. Contractor shall submit such invoices to: Public Service Administrator, Dearborn Heights Department of Public Works, 24600 Van Born Road, Dearborn Heights, MI 48125.

[THIS SPACE INTENTIONALLY BLANK]

5.2 Owner's Verification of Propriety of Payment. Before Owner can actually pay an invoice submitted by Contractor, Owner must verify and confirm that it is appropriate for Owner to pay it. Ordinarily, this requires any such invoice to be reviewed by Owner to determine the propriety of it being paid in three (3) steps: (A) The Owner's Department of Public Works and/or City Engineer will review the invoice, confirm that it is appropriate, and submit it to the Owner's Mayor. (B) The Owner's Mayor will review the invoice, confirm that it is appropriate, and submit it to the Owner's City Council. (C) The Owner's City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion approving the payment, the Owner will thereafter send payment to the Contractor. The Parties agree that the Owner shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by Contractor in light of the foregoing process. Further, the Parties agree that the Owner shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by Contractor based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3 Payment. After Owner has had a reasonable time to verify the propriety of paying an invoice submitted by Contractor in light of the foregoing sections, Owner shall promptly pay Contractor per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by Contractor as provided in the Contract Documents.

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

(A) The person representing the Contractor who will submit written requests for progress payments shall be: _____

(B) The person representing the Owner to whom requests for progress payments are to be submitted shall be: Mr. Robert Conrad, DPW Director.

(C) The Contractor's representative, listed above, shall submit Applications for Payment on the form provided in the Contract Documents in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

Contractor has made the following material representations to the Owner which have induced the Owner to enter in to this Agreement:

(A) Contractor has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations that may affect cost, progress, performance, or furnishing of the Work.

(B) Contractor has given Owner written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the Owner's written resolution of same is acceptable to Contractor.

[THIS SPACE INTENTIONALLY BLANK]

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1 Employment Law Compliance. Contractor shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of this Agreement. To the extent required by law, Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2 Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the Owner's obligation to the Michigan Department of Transportation to require Appendix A. Contractor agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. Contractor has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3 Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the Owner shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1 In General. Contractor may not assign or partially assign this Agreement without first securing Owner's prior written approval of the proposed assignment and without first securing Owner's prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. Owner may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve Contractor of its obligation or Contractor's assignee of its obligation to obtain Owner's prior written consent to any further proposed assignment.

8.2 Effect of Assignment on Obligations. An assignment shall not operate to relieve the Contractor of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

[THIS SPACE INTENTIONALLY BLANK]

ARTICLE 11. NOTICES

11.1 In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

Owner: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

Contractor: _____ (Title)
_____ (Contractor)
_____ (Address)
_____ (City, State, Zip)

11.2 Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent Contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers between the Parties. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by Owner or by any person or entity affiliated with Owner as provided by statute or court decision.

[THIS SPACE INTENTIONALLY BLANK]

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other.

Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the Owner, the Contractor, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

[THIS SPACE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS (“Owner”)

Bill Bazzi
Its: Mayor

Dated: _____

Lynne M. Senia
Its: City Clerk

Dated: _____

 (“Contractor”)

Dated: _____

By: _____
Its: _____

APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereafter referred to as the "Contractor") agrees as follows:

- 1. Compliance with Regulations:** The Contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
- 2. Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Non-compliance:** In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through(6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States.

SECTION 00 55 00
NOTICE TO PROCEED

To: _____

Date: _____, 20____

Attention: _____

Project: Dearborn Heights School Pedestrian Crossing Assessments

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

In accordance with Article 2.05 of Section 00 72 00 - General Conditions, please submit to the Engineer the required schedules prior to the scheduling of a Pre-Construction Meeting.

Also, in accordance with Article 2.05 of Section 00 72 00 - General Conditions, please request a Pre-Construction Meeting from the Engineer prior to delivery of any materials or start of any construction. A minimum of three (3) full working days' notice is required to set up the Pre-Construction Meeting. Also, please notify the Engineer three (3) full working days in advance of any staking requirements or other activity on the Project.

Work at the site must be started by _____, 20____.

Owner: _____

Authorized Signature: _____

COPY TO Wade Trim Associates, Inc.

SECTION 00 60 00 PROJECT FORMS

PART 1 GENERAL

1.01 AVAILABLE FORMS

- A. The following Project Forms are available for use by Owner, Contractor and/or Engineer for this project:
1. Certificate of Substantial Completion
 2. Change Order
 3. Change Proposal
 4. Construction Change Requisition / Work Change Directive
 5. Field Order
 6. Non-Compliance Notice / Order to Remove Defective Work
 7. Open Items List
 8. Request for Final Inspection
 9. Request for Information
 10. Substitution Request Form
 11. Warranty Data Sheet

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)



CERTIFICATE OF SUBSTANTIAL COMPLETION

350.02

(Rev. 04/2020)

CLEAR FORM

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

Contract Date.: _____

Date of Issuance: _____

Project or Designated Portion Shall include:

--

The Work performed under this Contract has been reviewed and found to be Substantially Complete. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the Work or designated portion thereof, is the date certified by ENGINEER when construction is sufficiently complete, in accordance with the Contract Documents, so OWNER can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, which has been prepared by ENGINEER, is attached hereto. The failure to include any items on such list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The responsibilities of OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

--

(Note - OWNER's and CONTRACTOR's legal and insurance counsel should determine and review insurance requirements and coverage; CONTRACTOR shall secure consent of surety company, if any.)

OWNER shall have 45 days after receipt of this certificate during which he may make written objection to ENGINEER and CONTRACTOR as to any provisions of the certificate or attached list. Such objection may be cause for this Certificate of Substantial Completion to be null and void.

Engineer's Signature

Print Name

Date



CLEAR FORM

CHANGE ORDER NO. _____

305.08
(Rev. 042020)

Prepared By: _____

Date of Issuance: _____

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

The Contract Documents are modified as follows upon execution of this Change Order:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE

Original Contract Price:

\$

Select 1 from previously approved Change
Orders No. _____ to No. _____ :

\$

Contract Price prior to this Change Order:

\$

Select 1 of this Change Order:

\$

Contract Price incorporating this Change Order:

\$

CHANGE IN CONTRACT TIME

Original Contract Times:

☐ Working Days ☐ Calendar Days

Substantial Completion (date):

Ready for final payment (date):

Select 1 from previously approved Change
Orders No. _____ to No. _____ :

Substantial Completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial Completion (date):

Ready for final payment (date):

Select 1 of this Change Order:

Substantial Completion (days):

Ready for final payment (days):

Contract Times with all approved Change Orders:

Substantial Completion (date):

Ready for final payment (date):

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Change Order becomes effective upon date of final signature.



CLEAR FORM

**CHANGE PROPOSAL
NO. _____****305.01**
(Rev. 04/2020)

Prepared By: _____

Date of Issuance: _____

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

This Change Proposal is submitted in accordance with Paragraph 10.06 of the General Conditions.

If this Change Proposal is accepted, either in whole or in part, a Change Order will be issued to modify the Contract Documents accordingly.

Detailed Description of Proposed Change:

Attachments: (List documents attached supporting requested change):	
<u>CHANGE IN CONTRACT PRICE</u> Select 1 of this requested Proposal: \$	<u>CHANGE IN CONTRACT TIME</u> Select 1 of this requested Change Proposal: Substantial Completion (days): Ready for final payment (days):

Engineer's Decision on Change Proposal:

ENGINEER:	OWNER:	CONTRACTOR:
By: _____ <i>Engineer (Authorized Signature)</i>	By: _____ <i>Owner (Authorized Signature)</i>	By: _____ <i>Contractor (Authorized Signature)</i>
Date: _____	Date: _____	Date: _____



☐ CONSTRUCTION CHANGE REQUISITION
☐ WORK CHANGE DIRECTIVE

CLEAR FORM

No. 305.05
(Rev. 04/2020)

Prepared By: _____

Date: _____
Page: _____ of _____

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

Description or Work:

Reason:

Item No.	Description	Unit	Quantity Increase (Decrease)	Unit Price	Amount Increase (Decrease)
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
				Net Cost	\$ 0.00

Request for Contract Time Extension: ☐ Add _____ Days ☐ Not Applicable

Contractor (Representative)

Date

Wade Trim (Representative)

Date



☐ CONSTRUCTION CHANGE REQUISITION
☐ WORK CHANGE DIRECTIVE

No. _____
(continued)

Date: _____

Page: _____ of _____

Work Order Authorization: ☐ Approved ☐ Approved as Noted ☐ Not Approved

If authorized, the Contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated.

Contract Time: ☐ Add Time Extension of _____ Days ☐ Not Applicable

Accepted By: _____
Contractor (Representative) _____ Date _____

Recommended By: _____
Wade Trim (Representative) _____ Date _____

Approved By: _____
Owner (Representative) _____ Date _____



FIELD ORDER NO. _____

CLEAR FORM**305.04**

(Rev. 04/2020)

Page: 1 of

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	
Date:			
Prepared by:			
Subject / Description:			

Classification:	☐ Clarification or ☐ Interpretation of Contract Documents
	☐ Minor Change in Work (No Change in Contract Price and/or Time)
	☐ Minor Change in Addition to Work (Requires Change in Contract Price and/or Time)

Reason:

Resident Project Representative _____ Date _____

Contractor's Authorized Representative _____ Date _____



NON-COMPLIANCE NOTICE / ORDER TO REMOVE DEFECTIVE WORK NO. _____

330.06
(Rev. 01/2018)

Job No.: _____

Date: _____

Project: _____

Time: _____

Attention: _____

You are hereby notified that:

does not conform to the Contract Requirements. The Specification violated in Section _____, Article _____, Drawing No. _____. Under the provisions of the Contract, the requirements are _____

☐ Non-complying work may be required to be removed and replaced at no cost to the Owner.

☐ Non-complying work may be removed and replaced at no cost to the Owner. No work shall continue until the defective work has been removed.

It shall be the Contractor's responsibility to determine the corrective action plan necessary to bring the work into compliance. This action plan shall be submitted to the Owner and his authorized representative for their review and concurrence that said corrective action will adequately address the deficiency. If you refute the initial findings, it is your responsibility to make your position known to the Owner and his representative with sufficient documentation that your position can be evaluated. All actions described above shall be done in writing as near to the date of the Notice as possible, but no later than ten (10) days after the issuance of said Notice.

Resident Project Representative (Signature)

Non-Compliance Notice Received By Contractor

Received On: _____
Date

By: _____
(Signature)

Title: _____

Corrective action to be taken by Contractor: _____

Date

By: _____
(Signature)

Owner's Acknowledgement

☐ Accepted

☐ Accepted as Noted

☐ Unacceptable

☐ Pricing

Date

By: _____
(Signature)

OPEN ITEMS LIST

350.01

(Rev. 01/2019)

Page: of

Construction Start Date: _____

WT Project No.:		Project Name:			
Owner / Municipality:					
Owner Project No.:		Department:			
Project Location:					
Contractor:			Subcontractor:		

[illegible]

Close out of all items verified by Field Engineer: _____ **Signature:** _____ **Date:** _____

Comments:

- 1) This Open Items List is to be immediately inserted in the Inspection folder for each assignment by the assigned Inspector or the assigned Field Engineer.
- 2) Anyone can make entries on this list, but each entry must be initialed and dated. Item(s) entered must be reported to the assigned Field Engineer immediately.
- 3) Action to be taken should be confirmed with the assigned Field Engineer.
- 4) Verification for completion can be initialed and dated by the assigned Inspector but must also be verified by the assigned Field Engineer.
- 5) This form is not contractual to contract completion.

CLEAR FORM



REQUEST FOR FINAL INSPECTION

350.06
(Rev. 04/2020)

CLEAR FORM

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

The project to which this request applies has been inspected by authorized representatives of CONTRACTOR and ENGINEER, and the Work is hereby declared to be substantially complete to a point that a project punch list should be prepared in accordance with the following schedule:

Develop Preliminary Punch List

Date: _____

Responsibility: Owner, Contractor and Engineer
Engineer shall have 2 weeks to prepare the punch list.

Complete Preliminary Punch List Items

Date: _____

Responsibility: Contractor
Contractor shall have 2 weeks to complete the items on the punch list.

Develop Final Punch List (if needed)

Date: _____

Responsibility: Owner, Contractor and Engineer
If needed, a second and final punch list will be prepared within 2 weeks by Engineer.

Complete Final Punch List Items

Date: _____

Responsibility: Contractor
Contractor shall have 2 weeks to complete the items on the second and final punch list.

Process Final Payment

Date: _____

Engineer will have 2 weeks to review and submit final pay request documents from Contractor to the Owner for final payment upon satisfactory completion of punch list items by Contractor.

This notice signed and dated through mutual agreement of CONTRACTOR and ENGINEER will initiate the time sequence for the approved execution of finalizing _____

Contract in _____, Michigan, dated _____.

COPY: OWNER

Date: _____

ENGINEER's Representative

Date: _____

CONTRACTOR's Representative

[Contractor to
Insert logo here]

REQUEST FOR INFORMATION (RFI) NO. _____

311-01
(Rev. 04/2020)

CLEAR FORM

Page: 1 of

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

RFI Subject:			
Division:		Spec Section:	
Plan Sheet No(s).:			
Date Received:		Requested Response Date:	
Returned to Contractor:			

Is there potential for impacting Contract Price and/or Schedule?

Contract Price Impact: [Select 1](#)

Contract Schedule Impact: [Select 1](#)

Information Requested

Attachments

Response**Attachments**

Response by: _____ Date: _____

THIS REPLY IS GIVEN WITH THE EXPRESSED UNDERSTANDING THAT IT DOES NOT CONSTITUTE BASIS FOR CHANGE IN PRICE OR TIME OF THE CONTRACT UNLESS OTHERWISE INDICATED.



SUBSTITUTION REQUEST FORM

310.06
(Rev. 04/2019)

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	

Specification Section: _____ Article No.: _____
 Specified Product: _____
 Proposed Substitution: _____

Does specified product exceed in any respect, proposed substitution?	☐ Yes	☐ No
Does substitution affect dimensions shown on Plans?	☐ Yes	☐ No
Does substitution affect other trades more than original product?	☐ Yes	☐ No
Does warranty differ from that specified?	☐ Yes	☐ No
Does substitution affect cost to OWNER?	☐ Yes	☐ No
Does substitution result in any license fee or royalty?	☐ Yes	☐ No

If you indicated "Yes" to any of the items above, attach thorough explanation for the following:

1. Explain any differences between proposed substitution and specified product.
2. Summarize experience with product and manufacturer in Project area.
3. Attach complete technical data and literature.

The undersigned states that the function, appearance, and quality of the proposed substitution is equivalent or superior to the specified item, and that all information above and attached is true and correct.

Submitted by: _____ Date Submitted: _____
 Company: _____
 Address: _____
 Telephone: _____ Email: _____
 Signature: _____

ACTION STATUS	
ENGINEER'S REVIEW	RESPONSE REQUIRED OF CONTRACTOR
1. Approved (A) ☐	None ☐
2. Approved as Noted (AN) ☐	Confirm ☐
3. Revise and Resubmit (RR) ☐	Resubmit ☐
4. Not Approved - See Remarks (NA) ☐	
Engineer's review is for general conformance with the design concept and contract documents. Markings or comments should not be construed as relieving the contractor from compliance with the project requirements, nor departures therefrom. The contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner. WADE TRIM XXXXXXXX (XXX) XXX-XXXX City, State ZIP By: _____ Date: _____	



WARRANTY DATA SHEET

350.07
(Rev. 04/2020)

CLEAR FORM

Date: _____
Page: _____ of _____

WT Project No.:		Project Name:	
Owner / Municipality:			
Owner Project No.:		Department:	
Project Location:			
Contractor:		Subcontractor:	
Contractor Address:		Phone:	

Project Description:

Supplier/Vendor: _____ Phone: _____
Address: _____

Manufacturer: _____ Serial No. _____

Manufacturer Part No.: _____ Asset / Part Name: _____

Location: _____ Owner ID No.: _____

Warranty Provider: _____

Warranty Type (labor, parts, parts and labor, etc.) _____

Warranty Description:

Warranty Class/Limitations: ☐ Limited ☐ 1 year ☐ 2 year
☐ Other: _____

Warranty Date: _____ Initial Reading: _____

Warranty Expiration Date: _____ Maximum Reading: _____

Exclusions:

Comments:

Attachment: Copy of Warranty

SECTION 00 61 12.13
LABOR AND MATERIAL PAYMENT BOND FORM

Bond No. _____

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

THE CONDITIONS OF THIS OBLIGATION is such that, WHEREAS, the above Principal has entered into a contract with the said Obligee, dated the day of _____, 20____, for _____.

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

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

AND WHEREAS, this Bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan for the year 1963, as amended, including all notices, time limitation provisions and other requirements set forth therein, which are incorporated herein by reference.

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

NOW, THEREFORE, the condition of this obligation is such that if all claimants as defined in Act No. 213 of the Public Acts of Michigan for the year 1963, as amended, are timely paid for all labor and material used or reasonably required for use in the performance of the contract, then this obligation will be void; otherwise, it will remain in full force and effect.

Signed and sealed this day of _____, 20_____.

Signed, sealed and delivered in the presence of:

Witness for Contractor: _____

_____ (Principal)

_____ (Title)

By: _____

Witness for Surety: _____

_____ (Surety)

_____ (Title)

By: _____

_____ (Attorney-in-Fact)

Seal

Address of Surety: _____

Telephone: _____

SECTION 00 61 13.13
PERFORMANCE BOND FORM

Bond No. _____

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

THE CONDITIONS OF THIS OBLIGATION is such that, WHEREAS, the above Principal has entered into a contract with the said Oblige, dated the day of _____, 20____, for _____.

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

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

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

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

Signed and sealed this day of _____, 20_____.

Signed, sealed and delivered in the presence of:

Witness for Contractor: _____

_____ (Principal)

_____ (Title)

By: _____

Witness for Surety: _____

_____ (Surety)

_____ (Title)

By: _____

_____ (Attorney-in-Fact)

Seal

Address of Surety: _____

Telephone: _____

SECTION 00 61 19.13
MAINTENANCE AND GUARANTEE BOND FORM

BOND NO. _____

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

THE CONDITIONS OF THIS OBLIGATION is such that, WHEREAS, the above Principal has entered into a contract with the said Oblige, dated the day of _____, 20____, for _____

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

NOW THEREFORE, the condition of this obligation is that under the Contract Documents, Contractor has agreed with Owner that for a period of one (1) year from the date of payment of the Final Estimate, Contractor will keep in good order and repair any defect in the Work, either by Contractor or its Subcontractors that may develop or be discovered during said one (1) year period due to improper materials, defective equipment, workmanship, or arrangements and any other work affected in making good such imperfections. Contractor also agreed to promptly make such repairs as directed by Owner for replacement of the Work, without cost to Owner, except for such parts of the Work as may have been disturbed without the consent of Contractor after the final acceptance of the Work, whenever directed so to do by notice from Owner. If Contractor fails to make such repair within one (1) week from the date of receipt of such notice, then Owner will have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose and to undertake, to and make such repairs and charge the cost thereof to Contractor and receive payment for the same promptly from the Contractor or Surety.

If any repair is necessary to be immediately made to protect persons or property then, and in such event, Owner may, but will not be required to, take immediate steps to repair such defects without notice to Contractor. In such event, Owner will not be required to obtain the lowest bid for the performance of the Work or any part thereof, and all sums actually paid therefore will be charged to the Contractor or Surety. In this regard, the judgment of Owner will be final and conclusive. Contractor will, for a period of one (1) year from the date of payment of the Final Estimate, keep the Work in good order and repair, except for such parts of the Work which may have been disturbed without the consent of Contractor after the final acceptance of the Work. Contractor will further, whenever notice is given as hereinbefore specified, promptly proceed to make the repair as in said notice directed or reimburse Owner for any cost incurred by Owner in making such repairs.

If Contractor or Surety fail to do as hereinbefore specified, they will jointly and severally indemnify, defend, and hold harmless Owner from and against all and any losses, costs, suits, and actions for damages of every kind and description brought or claimed against Owner for or on account of any injury or damage to persons or property received or sustained by any party or parties by or from any of the acts of omissions or through the negligence of Contractor, its Subcontractors, Suppliers, servants, agents, or employees in connection with the Work and then from any and all claims arising under the Workmen's Compensation Act of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this Maintenance and Guarantee Bond to be executed by their respective authorized officers this _____, 20_____.

Signed, sealed and delivered in the presence of:

Witness for Contractor: _____
_____(Principal)
_____(Title)

By: _____

Witness for Surety: _____
_____(Surety)
_____(Title)

By: _____

_____(Attorney-in-Fact) Seal

Address of Surety: _____

Telephone: _____

SECTION 00 62 75
ENGINEER'S CERTIFICATE FOR PAYMENT

Job Number: _____ Certificate Number: _____ Date: _____
Owner: _____ Contractor: _____
Project: _____
Contract Date: _____
Substantial Completion: _____ Extended To: _____
Final Completion: _____ Extended To: _____

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

ENGINEER'S CERTIFICATE FOR PAYMENT

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

Certified By: _____ Date: _____

SECTION 00 62 76
CONTRACTOR'S APPLICATION FOR PAYMENT

Job Number: _____ Application No: _____ Date: _____
Owner: _____ Contractor: _____
Project: _____
Contract Date: _____
Period of this Application: _____ to _____

Total Earned To Date: _____ Less Total Earned to Due: _____
Previous Certificate: _____ Total Earned this Application: _____

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for Work for which previous Certificates for Payment were issued and payments received from Owner, and that current payment shows herein is now due.

By: _____ Title: _____

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I will ask, demand, sue for, or claim compensation from the Owner or its agents, and the Engineer or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the Owner and in the Change Orders for Work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

By: _____ Title: _____

SECTION 00 62 77
PAYMENT SCHEDULE

Application No.: _____ Date: _____ Period: _____

Item of Work	Unit	Original Estimated Quantity	Unit Price	Period Quantity	Period Amount	Total Quantity to Date	Total Amount to Date

(Some columns are not applicable to all persons listed)

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

Deponent further says that they make the foregoing statement as the (Contractor) (Subcontractor) or as _____ of the (Contractor) (Subcontractor) for the purpose of representing to the Owner or lessee of the described on the reverse side premises and their agents that the property described on the reverse side is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth on the reverse side and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

Warning to Owner: Owner or Lessee of the property described herein may not rely on this Sworn Statement to avoid claim of a Subcontractor, supplier or laborer who has provided a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act to the Designee or to the Owner or Lessee if the Designee is not named or has died.

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

_____ day of _____, 20____.

Notary Public: _____

_____ County, Michigan

My Commission Expires: _____

INSTRUCTIONS

A Sworn Statement in the preceding form must be provided before any Contractor or Subcontractor can file a Complaint, Cross-Claim, or Counter-Claim to enforce a construction lien.

An Owner or lessee may withhold payment to a Contractor or Subcontractor who has not provided a Sworn Statement. Owner or lessee may withhold from a Contractor or Subcontractor who has provided a Sworn Statement the amount sufficient to pay all sums shown on the statement as owing Subcontractors, Suppliers, and laborers, or the amount shown to be due to lien claimants who have provided Notices of Furnishing pursuant to the Construction Lien Act of 1980.

Owner or lessee may rely on a Sworn Statement to avoid a lien claim unless the lien claimant has provided the Owner or lessee with a Notice of Furnishing pursuant to the Construction Lien Act of 1980.

If the contract provides for payments by the Owner to the Contractor, if any, in the normal course of construction, but the Owner elects to pay lien claimants directly, the first time the Owner elects to make payment directly to a lien claimant they will provide at least 5 business days' notice to the Contractor of the intention to make direct payment. Subsequent direct disbursements to lien claimants need not be preceded by the 5-day notice provided in this section unless the Owner first returns to the practice of paying all sums to the Contractor.

SECTION 00 72 00 GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

1.01 DEFINED TERMS

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

- d. A demand for money or services by a third party is not a Claim.
- 10. Constituents of Concern -- Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 11. Contract -- The entire and integrated written contract between Owner and Contractor concerning the Work.
- 12. Contract Documents -- Those items so designated in the Agreement, and which together comprise the Contract.
- 13. Contract Price -- The monies or other considerations payable by Owner to Contractor for completion of acceptable Work in accordance with the Contract Documents as stated in the Agreement.
- 14. Contract Time -- The number of days or the date stated in the Agreement:
 - a. to achieve Substantial Completion of all or any specified portions of the Work, and;
 - b. to complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment in accordance with paragraph 14.11.
- 15. Contractor -- The person, firm or corporation with whom Owner has entered into the Agreement.
- 16. Cost of the Work -- The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined in paragraph 12.01.
- 17. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- 18. Defective -- An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
- 19. Drawings -- See Plans.
- 20. Effective Date of Agreement -- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 21. Electronic Document -- Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
- 22. Electronic Means -- Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow:
 - a. the transmission or communication of Electronic Documents;
 - b. the documentation of transmissions, including sending and receipt;
 - c. printing of the transmitted Electronic Document by the recipient;
 - d. the storage and archiving of the Electronic Document by sender and recipient; and
 - e. the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer -- The person, firm, or corporation identified in the Supplementary Instructions to Bidders hired by Owner to prepare Plans and Specifications for the Project and to assist Owner in interpreting Plans and Specifications during the performance of the Work. Engineer's authority and responsibility are set forth in the Contract between Owner and Engineer. Contractor acknowledges and agrees that Engineer's obligations and duties under Engineer's contract with Owner are obligations and duties to Owner only, and Engineer has no independent obligation to Contractor of any kind, including but not limited to providing services, or to take any action or to refrain from taking action on behalf of Contractor or any Subcontractor, Sub-Subcontractor or Supplier.
24. Field Order -- A written order issued by Engineer which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 9.04 and paragraph 9.05 but which does not involve a change in the Contract Price or the Contract Time.
25. Hazardous Environmental Conditions -- The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
26. Laws and Regulations; Laws or Regulations -- Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
27. Lump Sum -- Construction Work where Owner pays a single stipulate price (Lump Sum) for the entire scope of Work; plus or minus alternates and/or allowances. However, unit prices may be required for individual items of Work for the purposes of changes, additions, or deletions.
28. Milestone -- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of the Work.
29. Notice of Award -- The written notice by Owner to the apparent successful Bidder stating that, upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
30. Notice to Proceed -- A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor will start to perform Contractor's obligation under the Contract Documents.
31. Owner -- The public body or authority, corporation, limited liability company, association, partnership, or individual with whom Contractor has entered into the Agreement and for whom the Work is to be provided and as identified in the Supplementary Instructions to Bidders.
32. Partial Utilization -- Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
33. Plans -- The part of the Contract Documents which graphically show the extent, character and Scope of the Work to be furnished and performed by Contractor and which have been prepared or approved by Engineer or Owner; sometimes also referred to as Drawings.

34. Progress Schedule -- A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
35. Project -- The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
36. Project Manual -- The volume assembled for the Project which may include, among other parts, Procurement Requirements, Contracting Requirements and Specifications.
37. Proposal -- The offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
38. Radioactive Material -- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 as amended.
39. Resident Project Representative -- The authorized representative of Engineer who may be assigned to the Site or any part thereof.
40. Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
41. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required Submittals and the time requirements for Engineer's review of the Submittals.
42. Schedule of Values -- A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
43. Shop Drawings -- All drawings, diagrams, illustrations, schedules and other data or information required by the Contract Documents which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate material or equipment for some portion of the Work.
44. Site -- Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
45. Specifications -- That part of the Contract Documents which consist of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
 - a. Project Specifications are those portions of the Contract Documents which have been prepared specifically for this Project and which are identified by the job number in the lower right-hand corner of each page.
 - b. Standard Specifications are Specification sections that are the same from Project to Project as of the revision date shown in the lower left-hand corner of the page.
46. Subcontractor -- An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
47. Submittal -- A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by

Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

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

1.02 TERMINOLOGY

- A. The following words, terms, or phrases are not defined but, when used in the Contract Documents, have the following meaning:
 1. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used; or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the technical requirements of and information in the Contract Documents and conformance with the design concept of the

completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

2. The word “furnish,” when used in connection with services, materials, or equipment, will mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 3. The word “install,” when used in connection with services, materials, or equipment, will mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 4. The words “perform” or “provide,” when used in connection with services, materials, or equipment, will mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 5. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- B. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS AND INSURANCE

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

2.02 COPIES OF DOCUMENTS

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

2.03 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

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

2.04 STARTING THE PROJECT

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

2.05 PRECONSTRUCTION MEETING

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

2.06 ELECTRONIC TRANSMITTALS

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

ARTICLE 3 CONTRACT DOCUMENTS INTENT AND REUSE

3.01 INTENT

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations; or
3. any obligation on the part of Engineer to Contractor.

3.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES

- A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard, specification, manual, or Laws or Regulations in effect at the time of opening of Bids or, on the effective date of the Agreement if there were no Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not it is specifically called for.
- C. No provision of any standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Engineer or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.10 or any other provision of the Contract Documents.

3.03 REPORTING AND RESOLVING DISCREPANCIES

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

violation of such Law or Regulation).

3.04 REQUIREMENTS OF CONTRACT DOCUMENTS

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation - RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve
 - 1. the performance or acceptability of the Work under the Contract Documents,
 - 2. the design (as set forth in the Drawings, Specifications, or otherwise), or
 - 3. other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in paragraph 11.01.

3.05 ORDER OF PRECEDENCE

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

3.06 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

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

3.07 REUSE OF DOCUMENTS

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

Engineer's Consultant, and

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

3.08 ELECTRONIC DATA

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

ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 AVAILABILITY OF LANDS

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

4.02 SUBSURFACE AND PHYSICAL CONDITIONS; INVESTIGATIONS AND REPORTS

- A. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and physical conditions at the Site or otherwise affecting cost, progress or performance of the Work which have been reviewed in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- B. The locations of utilities or other physical conditions relating to existing surface or subsurface structures at or contiguous to the Site as shown on the Plans are taken from drawings from sources believed to be reliable. Neither Owner nor Engineer will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.
- C. Contractor shall draw its own conclusions as to the general accuracy of the "technical data" contained in such reports and drawings, and confirms such reports and drawings are not Contract Documents. Contractor may not rely upon or make any Claim against Owner, Engineer or any of Engineer's Consultants with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
- D. The cost of all the following will be included in the Contract Price and Contractor shall have full responsibility for:
 1. reviewing and checking all such information and data,
 2. locating all Utilities during construction,
 3. coordination of the Work with the owners of such Utilities, and
 4. the safety and protection of all such Utilities as provided in paragraph 6.15 and repairing any damage thereto resulting from the Work.

4.03 UNFORESEEN PHYSICAL CONDITIONS

- A. If Contractor discovers one or both of the following physical conditions of surface or subsurface at the Project or improvement Site, before disturbing the physical condition, Contractor shall immediately notify Owner and Engineer of the physical condition; and follow up within 48 hours in writing:
 1. A subsurface or a physical condition at the Site differing materially from those indicated in the Contract Documents, or
 2. An unknown physical condition at the Site of a nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the improvement project.
- B. Engineer's Review. After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in paragraph 4.03.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. Owner's Statement to Contractor Regarding Site Condition. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. Possible Price and Times Adjustments:
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in paragraph 4.03.A;
 - b. with respect to Work that is paid for on a Unit Price basis, any adjustment in Contract Price will be subject to the provisions of paragraph 12.03; and
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times pursuant to paragraph 10.05.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by paragraph 4.03.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order or Work Change Directive.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of Owner's written statement to Contractor regarding the subsurface or physical condition in question.

4.04 UTILITIES

- A. Contractor's Responsibilities. The information and data shown or indicated in the Contract Documents with respect to existing Utilities at or adjacent to the Site, if any, is based on information and data furnished to Owner or Engineer by the owners of such Utilities, including Owner, or by others.
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Utilities at the Site;
 - b. locating all Utilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Utilities, during construction; and
 - d. the safety and protection of all existing Utilities at the Site, and repairing any damage thereto resulting from the Work.
- B. Notice by Contractor. If Contractor believes that an Utilities that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.18), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. Engineer's Review. Engineer will:
 1. promptly review the Utilities and conclude whether such Utilities was not shown or indicated in the Contract Documents,
 2. or was not shown or indicated with reasonable accuracy;
 3. obtain any pertinent cost or schedule information from Contractor;
 4. prepare recommendations to Owner regarding Contractor's resumption of Work in connection with the Utilities in question;

5. determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Utilities;
 6. and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- D. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- E. Owner's Statement to Contractor Regarding Utilities. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Utilities in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- F. Possible Price and Times Adjustments:
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Utilities at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Utilities in question;
 - b. With respect to Work that is paid for on a Unit Price basis, any adjustment in Contract Price will be subject to the provisions of paragraph 12.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in paragraph 4.04.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of Owner's written statement to Contractor regarding the Underground Facility in question.

4.05 REFERENCE POINTS

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

4.06 CONSTITUENTS OF CONCERN

- A. Owner shall be responsible for any Constituents of Concern uncovered or revealed at the Site which was not shown or indicated in Plans or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. Owner shall not be

responsible for any such materials brought to the Site by Contractor, Subcontractor, Suppliers or anyone else for whom Contractor is responsible.

- B. Upon discovering any such material, Contractor shall immediately:
 - 1. stop all Work in connection with such Hazardous Environmental Condition and in any area affected thereby (except in emergency as required by paragraph 6.18), and
 - 2. notify Owner and Engineer (and thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such Hazardous Environmental Condition or take corrective action, if any.
- C. Contractor shall not be required to resume Work in connection with such Hazardous Environmental Condition or in any such affected areas until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice:
 - 1. specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or
 - 2. specifying any special conditions under which such Work may be resumed safely.
- D. If Owner and Contractor cannot agree as to entitlement to, or the amount, or extent of an adjustment, if any, in Contract Price or Contract Terms as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, either party may make a Claim therefor as provided in paragraph 11.01.
- E. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order such portion of the Work that is in connection with such condition, or in such affected area, to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to, or the amount, or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 11.01. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with paragraph 7.01.
- F. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses, damages and expenses arising out of or resulting from such condition per this paragraph 4.06, provided that:
 - 1. any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph 4.06 shall obligate Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- G. The provisions of paragraph 4.03 are not intended to apply to the presence of Constituents of Concern or Hazardous Environmental Conditions uncovered or revealed at the Site.

ARTICLE 5 BONDS AND INSURANCE

5.01 PERFORMANCE AND OTHER BONDS

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

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

5.02 LICENSED INSURERS AND SURETIES

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

5.03 INSURANCE

- A. Contractor shall purchase and maintain during the term of the Project such insurance as will protect him, Owner(s) and Engineer(s) from Claims arising out of the Work described in this Contract and performed by Contractor, Subcontractor(s) or Sub subcontractor(s) consisting of:
 - 1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which Work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which Work on this Project is performed are acceptable.
 - 2. An occurrence form Commercial General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, plus appropriate endorsements to protect Owner and Engineer against Claims, demands, and lawsuits from employees of Contractor and Subcontractors, including the following exposures:
 - a. All premises and operations.
 - b. Explosion, collapse and underground damage.
 - c. Contractor's Protective coverage for independent contractors or Subcontractors employed by him.
 - d. Broad form blanket, contractual liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the General Conditions or Supplementary Conditions of this Contract.
 - e. Personal Injury Liability endorsement with no exclusions pertaining to employment.
 - f. Products and Completed Operations coverage. Coverage shall extend through the Contract guarantee period.
 - g. Broad form property damage.
 - h. Cross liability endorsement.

- i. For design professional additional insureds, ISO Endorsement CG 20 32 04 13, "Additional Insured-Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
3. Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. Comprehensive General Liability and the Comprehensive Auto Liability shall be written by the same insurance carrier, though not necessarily in one policy.
4. Contractor shall purchase for Owner an Owner's Protective Liability policy to protect Owner, Engineer, their consultants, agents, employees and such public corporations in whose jurisdiction the Work is located for their liability for Work performed by Contractor, the Subcontractor(s) or the Sub subcontractor(s) under this Contract.
5. When a limit of liability is identified in the Supplementary Conditions, Contractor shall purchase a Builder's Risk Installation Floater in a form acceptable to Owner covering property of the Project for the full cost of replacement as of the time of any loss which shall include, as named insureds,
 - a. Contractor,
 - b. all Subcontractors,
 - c. all Sub subcontractors,
 - d. Owner, and Engineer(s) or Architect(s), as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the Site, stored elsewhere, or in transit at the risk of the insured(s).
 - e. Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, flood and earthquake, with removal of passive design error exclusion. Except as may otherwise be required by Owner, Contractor may arrange for such deductibles as Contractor deems to be within Contractor's ability to self-assume, but Contractor will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with Owner and Contractor and paid to Owner and Contractor as Trustee for the other insureds.
6. Umbrella or Excess Liability:
 - a. Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to Contractor's General Liability and Automobile Liability Insurance and shall be written on an occurrence basis.
7. Railroad Protective Liability:
 - a. Where any of the Work is within a railroad right-of-way or where a limit of liability is identified in the Supplementary Conditions, Contractor will provide coverage in the name of each railroad company having jurisdiction over rights of way across which Work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(ies) involved. See Section 00 73 00 - Supplementary Conditions for limits and coverage requested.
8. Contractor's Professional Liability Insurance:
 - a. If Contractor will provide or furnish professional services under this Contract through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance.

This insurance shall provide protection against Claims arising out of performance of professional design or related services caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- B. Owner's responsibilities in respect of purchasing and maintaining insurance are set forth below:
1. Owner shall assume responsibility for such boiler and machinery insurance as may be required or considered to be necessary by Owner in the course of construction, testing or after completion.
 - a. Owner shall assume responsibility for such insurance as will protect Owner against any loss of use of Owner's property due to those perils insured pursuant to paragraph 1 above.

5.04 LIMITS OF LIABILITY

- A. The required limits of liability for insurance coverages required in paragraphs 5.03 shall be not less than those specified in Section 00 73 00 - Supplementary Conditions .

5.05 NOTICE OF CANCELLATION OR INTENT NOT TO RENEW

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

5.06 EVIDENCE OF COVERAGE

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

5.07 QUALIFICATION OF INSURERS

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

5.08 DAMAGE CLAIMS - ACKNOWLEDGMENT AND REPORTS

- A. Contractor shall furnish to Owner an acknowledgment receipt from the insurance carrier for each damage claim against the Project. The receipt shall include the insurance carrier's assigned claim number.
- B. Upon request, Contractor or his insurance carrier shall also furnish to Owner a status report on all damage claims. This report shall include inspections made, the disposition of claims, and what action has been taken towards settlement of each claim.

- C. Failure of Contractor to comply with this paragraph 5.08 may result in the amount of such damage claims being withheld from Contractor's monthly pay estimate. Such withholding shall be reimbursed in the monthly pay estimate following compliance with this paragraph.

5.09 COST OF INSURANCE

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

5.10 WAIVER OF RIGHTS

- A. Owner and Contractor intend that all policies purchased in accordance with paragraph 5.03 will protect Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants (and all other persons or entities identified in the Supplementary General Conditions to be listed as insureds or additional insureds in such policies) and will provide primary coverage for all losses and damages caused by the perils covered thereby. Such policies shall contain provisions to
- B. the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- C. Owner and Contractor waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants and any other persons or entities identified in the Supplementary General Conditions to be listed as insureds or additional insureds under such policies for loss and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

5.11 RECEIPT AND APPLICATION OF INSURANCE PROCEEDS

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

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies with the Contract Documents. However, if specific means, methods, techniques, sequences and procedures of construction are prescribed in the Plans or Specifications, Contractor shall be responsible to comply therewith, but may implement such prescribed Work in a manner of Contractor's choosing so long as the Work complies with the requirements of the Plans and Specifications.

- B. At all times during the progress of the Work, Contractor shall assign and maintain a competent superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. Any superintendent or foreman who neglects to have Work done in accordance with the Plans and Specifications shall be removed from the Project. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

6.02 LABOR AND WORKING HOURS

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

6.03 SERVICES, MATERIALS AND EQUIPMENT

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

6.04 SUBSTITUTES AND "OR-EQUALS"

- A. Whenever an item of materials or equipment is specified or described in the Contract Documents for installation in the Work by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor; or means, methods, techniques, sequences and procedures of construction are prescribed in the Plans or Specifications; the specification or description is intended to establish the type, function and quality required or the means, methods, techniques, sequences and procedures of construction required. Unless the specification or description contains or is followed by words indicating that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or materials or equipment of other manufacturers, fabricators, suppliers or distributors; or other means, methods, techniques, sequences and procedures of construction may be accepted by Engineer under the following circumstances:
1. "Or-Equal": If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

2. Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under paragraph 6.04.A; or a proposed means, methods, techniques, sequences and procedures of construction are different from what is prescribed in the Plans or Specifications, it will be considered a proposed substitute item.
- B. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment or means, methods, techniques, sequences and/or procedures proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by Engineer will include the following, as supplemented in the Specifications, and as Engineer may decide is appropriate under the circumstances. Requests for review of substitute items of material and equipment will not be accepted by Engineer from anyone other than Contractor.
- C. If Contractor wishes to furnish or use a substitute, Contractor shall make written application to Engineer on the Substitution Request Form provided for acceptance thereof, certifying that the proposed substitute will:
 1. perform adequately the functions and achieve the results called for by the general design,
 2. be similar in substance to that specified,
 3. and be suited to the same use and capable of performing the same function as that specified.
 4. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the proposed substitute for use in the Work will require a change in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
- D. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.
- E. All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense. Engineer will be the sole judge of acceptability, and Engineer's determination shall be final and binding, may not be reversed through an appeal under any provisions of the Contract Documents, and no "or-equal" or substitute shall be ordered, installed or utilized without Engineer's prior written acceptance. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute which has been approved by Engineer.
- F. Engineer will record time required by Engineer and Engineer's consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not Engineer accepts a proposed substitute, Contractor shall reimburse Owner for the charges of Engineer and Engineer's consultants for evaluating any proposed substitute and in making any changes in the Contract Documents resulting therefrom.

6.05 CONCERNING SUBCONTRACTORS

- A. Contractor shall not employ any Subcontractor, Supplier or other person or organizations, including those who are to furnish the principal items of materials or equipment, whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall furnish Engineer a complete list of any Subcontractor, Supplier or other person or

organization furnishing principal items of material or equipment within 4 days of request. Failure to object to any Subcontractor, Supplier, other person or organization by Owner or Engineer shall not constitute a waiver of any right of Owner or Engineer to reject defective Work.

- B. If Owner or Engineer, after due investigation, has reasonable objection to any Subcontractor, Supplier, other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. Contractor shall not be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.
- C. Contractor shall not award Work to Subcontractor(s), in excess of 50% of the Contract Price, without prior written approval of Owner.
- D. Contractor shall be fully responsible for all acts and omissions of his Subcontractors, Suppliers and of persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization. Owner or Engineer may furnish to any Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.
- E. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. If the amount of the subcontract or the nature of the Work to be performed thereunder warrants, Owner may require Subcontractor to furnish, for the benefit of Owner and Contractor jointly, Bonds in an amount proportioned to the amount of his subcontract, and for the same purpose and under the same specifications as those of the general Contract. The Surety on the general Contract shall not be eligible to furnish such Subcontract Bonds.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as and additional insured on the property insurance provided in paragraph 5.03.A.5, the agreement between Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, Engineer's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same. Contractor shall file a true copy of such agreement with Owner.

6.06 PATENT FEES AND ROYALTIES

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, costs, losses, damages and expenses arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.07 PERMITS AND LICENSES

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

6.08 LAWS AND REGULATIONS

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

6.09 TAXES

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

6.10 USE OF PREMISES

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

6.11 REMOVAL OF DEBRIS AND CLEANING

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

6.12 LOADING STRUCTURES

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

6.13 PROTECTION OF UTILITIES

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

6.14 RECORD DOCUMENTS

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

6.15 SAFETY AND PROTECTION

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Work Site or who may be affected by the Work,
 2. all the Work and materials or equipment to be incorporated therein, whether in storage on or off the Site, and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and Utilities and not designated for removal, relocation or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property, Utilities, and utility owners when prosecution of the Work may affect them.

- C. Contractor shall restore, at his own expense, any public or private property damaged or injured in consequence of any act or omission on his part, or on the part of his employees or agents, to a condition equal or better than that existing before such injury or damage was done. If Contractor neglects to restore or make good such damages or injury, Owner may, upon 48 hours' notice, proceed to restore or make good such damage or injury and to order the cost thereof deducted from any monies that are due, or may become due, to Contractor for this Work.
- D. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with paragraph 14.11 that the Work is Acceptable.
- E. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- F. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- G. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with paragraph 14.11 that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- H. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

6.16 SAFETY REPRESENTATIVE

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

6.17 HAZARD COMMUNICATION PROGRAM

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

6.18 EMERGENCIES

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

6.19 SHOP DRAWINGS AND SAMPLES

- A. Contractor shall submit Shop Drawings required by the Contract Documents to Engineer for review, in accordance with an accepted schedule. All Submittals will be identified as Engineer may require and in the number of copies specified in the Specifications. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show Engineer the materials and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by paragraph 6.21.

- B. Contractor shall also submit all samples required by the Contract Documents to Engineer for review in accordance with an accepted schedule. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, the use for which intended, and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by paragraph 6.21. The number of each sample to be submitted will be as specified in the Specifications.

6.20 SUBMITTAL PROCEDURES

- A. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
1. all field measurements, quantities, dimension, specified performance criteria, installation requirements, manufacturer's recommendations, material, catalog numbers and similar information with respect thereto,
 2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and
 3. all information relative to Contractor's responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- B. Contractor shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
- C. Each Submittal will bear a stamp or specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to review and approval of that Submittal.
- D. At the time of each submission, Contractor shall in writing call Engineer's attention to any deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review of each such variation.
- E. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
- F. Contractor shall furnish required Submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
- G. If Contractor requests a change of a previously approved Submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

6.21 ENGINEER'S REVIEW

- A. Engineer will review Shop Drawings and Samples in accordance with the Schedule of Submittals accepted by Engineer as required by paragraph 2.05. Engineer's review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions.

- B. Engineer's review of Shop Drawings or samples shall not relieve Contractor from responsibility for any variations from the Contract Documents unless Contractor has in writing called Engineer's attention to such variation at the time of submission and Engineer has given written concurrence to the specific variation, nor shall any concurrence by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings. Engineer's review shall not relieve Contractor from responsibility for complying with the requirements of paragraph 6.20.
- C. Where a Shop Drawing or sample is required by the Contract Documents or the Schedule of Submittals accepted by Engineer per paragraph 2.05, no related Work shall be commenced until the Submittal has been reviewed by Engineer.

6.22 CONTINUING THE WORK

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

6.23 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

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

6.24 INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to Owner) and hold harmless Owner, Engineer and any additional indemnitees identified in the Supplementary Conditions and their respective directors, officers, members, partners, affiliates, employees, agents and successors, from and against any and all liabilities, claims, causes of action, lawsuits, liens, injuries, damages, losses and expenses (collectively "Demands") to the extent caused by, arising out of, resulting from or occurring in connection with:
1. Contractor's breach of, or failure to comply with, the Agreement, the Contract Documents, or any other contract that it enters into regarding the Work, including any default in performance; or
 2. Personal injury or death to any person (including, but not limited to, Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, and material Suppliers) or injury to or destruction of property (including claims for loss of use) caused by, arising out of, resulting from, or in any way connected with
 - a. the Work,
 - b. any activity associated with the Work, or
 - c. the operations or acts of commission or omission of Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, material suppliers, or anyone for whom Contractor is legally liable in the performance of Work, whether arising before or after completion of the Work.
- B. To the extent caused by, arising out of, resulting from, or occurring in connection with the provisions of the above paragraph 6.24.A, Contractor's indemnity obligations under this Agreement shall include, but are not limited to:
1. Indemnity for all damages and judgment interest, all costs and fees, including, but not limited to, all defense costs, expenses and actual attorneys' fees, and all settlement payments relating to, arising out of, resulting from or in any way connected with any demand requiring indemnity by this Agreement;
 2. All expenses, including but not limited to, costs, expenses and actual attorneys' fees, incurred in securing and enforcing indemnity from Contractor if Contractor fails or refuses promptly to fulfill any of the indemnity obligations under this Agreement;
 3. All indemnification obligations imposed upon Owner or Engineer, or both, arising out of or in connection with the Work; and
 4. Indemnification for any penalties and/or fines arising or resulting from Contractor's or any Subcontractor's failure to comply with laws and/or regulations applicable to its/their Work.
- C. Contractor's duty to indemnify under subpart A.2. of paragraph 6.24 is limited to the negligence of Contractor, Contractor's employees, Subcontractors, Subcontractor's employees, material Suppliers, or anyone for whom Contractor is legally liable in the performance of the Work, whether arising before or after the completion of the Work.
- D. The indemnification rights under this Agreement shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist.
- E. Owner, at its option, may select counsel to defend any demand brought against it without impairing any obligation of Contractor to provide indemnification.
- F. The indemnification provisions under this Agreement shall survive the completion or termination of this Agreement.
- G. In the case of claims by any employee of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of

damages, compensation or benefits payable by or for Contractor under workers' compensation acts. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.

- H. Indemnification, additional insured and hold harmless obligations of Contractor and Subcontractor under the Contract Documents shall survive the termination of this Agreement.
- I. Contractor and Subcontractors will compel their insurance company to waive subrogation against Owner, Engineer and Contractor and Subcontractors identified as additional insureds in the Contract Documents, including any municipal entity now existing or newly created during the term of the Contract Documents.

6.25 DELEGATION OF PROFESSIONAL DESIGN SERVICES

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

ARTICLE 7 WORK BY OTHERS

7.01 RELATED WORK AT SITE

- A. In addition to and apart from the Work under the Contract Documents, Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If any part of Contractor's Work depends on proper execution or results upon the work of any such other contractor or utility owner, Contractor shall inspect and promptly report to Engineer in writing any delays, defects or deficiencies in such other work that render it unavailable, or unsuitable for such proper execution and results of Contractor's Work. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.
- C. Contractor shall afford each contractor who is party to such a direct contract, and each utility owner, (and Owner, if Owner is performing the additional work with Owner's employees), proper

and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of Contractor's Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected.

- D. If the performance of additional work by other contractors, utility owner, or Owner was not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by Owner or others involves additional expense to Contractor, or requires an extension of the Contract Time, Contractor may make a Claim therefor as provided in paragraph 11.01. Claims for delay or inconveniences due to operations of such other parties for work noted in the Contract Documents will not be allowed.

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.01 COMMUNICATION TO CONTRACTOR

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 REPLACEMENT OF ENGINEER

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

8.03 FURNISHING DATA

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

8.04 PAY WHEN DUE

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

8.05 LANDS AND EASEMENTS; REPORTS AND TESTS

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

8.06 CHANGE ORDERS

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

8.07 INSPECTIONS, TESTS, AND APPROVALS

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

8.08 LIMITATION ON OWNER'S RESPONSIBILITY

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

Contract Documents.

8.09 UNDISCLOSED HAZARDOUS MATERIALS

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

8.10 OWNER'S DESIGNATED REPRESENTATIVE

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

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S REPRESENTATIVE

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

9.02 VISITS TO SITE

- A. Engineer may make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work, and to determine solely for the benefit of Owner, in general, if the Work is proceeding in accordance with the technical requirements of the Contract Documents. It will not be the responsibility of Engineer to make exhaustive or continuous on Site inspections to check the quality or quantity of the Work.

9.03 RESIDENT PROJECT REPRESENTATIVE

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more continuous observation of the Work. A Resident Project Representative will act as directed by and under the supervision of Engineer and will confer with Engineer regarding his actions. Resident Project Representative's dealings in matters pertaining to the on Site Work shall in general be only with Engineer and Contractor, and dealings with Subcontractors shall only be through or with the full knowledge of Contractor. The Resident Project Representative's duties and responsibilities include:
 - 1. Schedules:
 - a. Review the Progress Schedule, Schedule of Submittals and Schedule of Values prepared by Contractor.
 - 2. Conferences:
 - a. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and Owner, and notify those expected to attend in advance.
 - 3. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the technical aspects of the Contract Documents. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on Site operations.
 - 4. Shop Drawings and Samples:
 - a. Advise Engineer and Contractor, or Contractor's superintendent, immediately of the commencement of any Work requiring a Shop Drawing or Sample submission if the submission was identified on the schedule and has not been reviewed by Engineer.
 - 5. Review of Work, Rejection of Defective Work, Inspections, and Tests:
 - a. Conduct on Site observations of the Work and report to Engineer whenever Resident Project Representative believes that technical aspects of any executed Work is

unsatisfactory, faulty or defective or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise Engineer when Resident Project Representative believes that any partially completed portion of the Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- b. Observe, record and report to Engineer appropriate details relative to test procedures and startups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Engineer.
6. Modifications:
- a. Consider Contractor's suggestions for modifications in Plans or Specifications and report them to Engineer.
7. Reports:
- a. Prepare periodic reports as required of progress of the Work and Contractor's compliance with the approved Progress Schedule and Schedule of Submittals.
8. Completion:
- a. Verify that all items on final list of items requiring completion or correction have been completed or corrected and make recommendations to Engineer concerning acceptance.
9. Exceptions:
- a. Resident Project Representative:
 - 1) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
 - 2) Shall not approve or accept any portion of the completed Work.
 - 3) Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.
 - 4) Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
 - 5) Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
 - 6) Shall not advise on or issue directions regarding Contractor's failure to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

9.04 CLARIFICATIONS AND INTERPRETATIONS

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

9.05 AUTHORIZED VARIATIONS IN WORK - FIELD ORDER

- A. Engineer may authorize minor adjustments in the Work to avoid obstructions or interferences which do not involve an adjustment in the Contract Price or the Contract Time, and which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on Owner, and also on Contractor who shall perform the change promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a request for a

Change Proposal may be made therefore as provided in paragraph 10.06 or a Claim may be submitted as set forth in paragraph 11.01.

9.06 REJECTING DEFECTIVE WORK

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

9.07 SHOP DRAWINGS, CHANGE ORDERS, AND PAYMENTS

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

9.08 DETERMINATIONS FOR UNIT PRICE WORK

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

9.09 DECISIONS ON DISAGREEMENTS, CLAIMS

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

9.10 LIMITATIONS ON ENGINEERS RESPONSIBILITIES

- A. Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents, nor any decision made by Engineer in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of Engineer to Owner or Contractor, any Subcontractor, any manufacturer, fabricator, Supplier, distributor, surety, or any other person, employee, or agent of any of them.
- B. Engineer will not supervise, direct, control or have authority over, or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents. These limitations on authority and responsibility shall also apply to Engineer's Consultant's, Resident Project Representative and assistants.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, Supplier, or of any other individual or entity performing any of the Work.

- D. Engineer will not be responsible to Contractor or any Subcontractor, or Supplier, or to their agents or employees for injuries, damages, claims, losses, or expenses (including attorney's fees) of whatsoever kind resulting from or caused by any act or omission of Engineer in preparation for, arising from, relating to, or concerning the Project. Such acts or omissions include, but are not limited to, Engineer's negligence, tortuous conduct, errors, omissions, strict liability, breach of contract, or breach of warranty. Engineer makes no representations to Contractor, Subcontractors, Suppliers or their agents or employees regarding or respecting any work performed by Engineer in preparation for, arising from, relating to, or concerning the Project.
- E. Neither Contractor, its agents or employees, nor any Subcontractors or Suppliers or their agents or employees, are intended beneficiaries of Engineer's agreement with Owner, nor are such parties intended beneficiaries of Engineer's duties or responsibilities arising therefrom. Engineer disclaims all duties to Contractor, Subcontractors, Suppliers or their agents or employees arising from, relating to, or concerning Engineer's involvement in the Project. Owner and Contractor further agree to notify all Contractor's, Subcontractors or Suppliers of this disclaimer of Engineer's liability and require them to abide by this disclaimer.

ARTICLE 10 AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

10.01 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. Change Orders:
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve;
 - 1) the performance or acceptability of the Work,
 - 2) the design (as set forth in the Drawings, Specifications, or otherwise), or
 - 3) other engineering or technical matters, without the recommendation of Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. Work Change Directives:
 - a. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including paragraph 10.04 regarding change of Contract Price.
 - b. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the issuance of the Work Change Directive.
 - c. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. Field Orders:

- a. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and Contractor, which shall perform the Work involved promptly.
- b. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

10.02 OWNER-AUTHORIZED CHANGES IN THE WORK

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

10.03 UNAUTHORIZED CHANGES IN THE WORK

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

10.04 CHANGE OF CONTRACT PRICE

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of paragraph 10.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of paragraph 11.01.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by Unit Prices contained in the Contract Documents, then by application of such Unit Prices to the quantities of the items involved (subject to the provisions of paragraph 12.03); or
 - 2. where the Work involved is not covered by Unit Prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.04.C.2); or
 - 3. where the Work involved is not covered by Unit Prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in paragraph 12.01) plus a Contractor's fee for overhead and profit (determined as provided in paragraph 10.04.C).
- C. Contractor's Fee: When applicable, Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under paragraph 12.01.B.1 and 12.01.B.2, Contractor's fee shall be 15 percent;
- b. for costs incurred under paragraph 12.01.B.3, Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 10.04.C.2.a and 10.04.C.2.b is that Contractor's fee shall be based on:
 - 1) a fee of 15 percent of the costs incurred under paragraphs 12.01.B.1 and 12.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and
 - 2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor;
 - 3) provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. no fee shall be payable on the basis of costs itemized under paragraphs 12.01.B.4, 12.01.B.5, and 12.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to 5 percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with paragraphs 10.04.C.2.a through 10.04.C.2.e, inclusive.

10.05CHANGE OF CONTRACT TIMES

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

10.06CHANGE PROPOSALS

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

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

10.07 EXECUTION OF CHANGE ORDERS

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

10.08 NOTIFICATION TO SURETY

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

ARTICLE 11 CLAIMS

11.01 CLAIMS

- A. **Claims Process:** The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. Mediation:
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 16 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 16 for final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 12 COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

12.01 COST OF WORK

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this paragraph 12.01 are used to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in paragraph 12.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Costs of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this paragraph 12.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - b. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with

the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- 1) The rental rate established for each piece of Contractor owned equipment, including appurtenances and attachments to the equipment, used will be determined by use of the Rental Rate Blue Book for Construction Equipment, Volume 1, 2 or 3, as applicable; the edition which is current at the time the Work was started will apply. The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour."
 - 2) For equipment not listed in the Rental Rate Blue Book, Volume 1, 2 or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.
 - 3) For equipment for which there are no comparables in the Rental Rate Blue Book, Volume 1, 2 or 3, the monthly rate shall be reasonable, but not more than 5 percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which 20 percent will be added to the sum which will account for adjustments and operating costs.
- c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by laws and regulations.
 - d. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.03), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining:
 - 1) The cost of utilities, fuel, and sanitary facilities at the Site.
 - 2) The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 12.01.B.1 or specifically covered by paragraph 12.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

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

12.02 ALLOWANCES

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

12.03 UNIT PRICE WORK

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Proposal.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review Engineer's preliminary determinations with Contractor on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph 12.03.E.
- E. Within 30 days of Engineer's written decision under the preceding paragraph 12.03.D, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking and adjustment

in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimate quantity of such item indicated in the Proposal (in no event will any change in quantities of less than 25% be considered a material or significant change from the estimated quantities); and
2. there is no corresponding adjustment with respect to any other item of Work.

12.04 DELAYS IN CONTRACTOR'S PROGRESS

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to request an equitable adjustment in the Contract Times and Contract Price. However, Contractor's entitlement to an adjustment of the Contract Times or Contract Price is expressly conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include only the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. acts or failures to act of utility owners (other than those performing other works at or adjacent to the Site by arrangement with Owner, as specified in paragraph 7.01); and
 3. acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 10.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of paragraph 10.04.
- F. Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised Progress Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- G. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by paragraphs 4.03 and 4.06.
- H. Paragraph 7.01 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- I. Contractor shall not be entitled to any adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- J. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 5 days of the commencement of the delaying, disrupting, or interfering event.
- K. Where Contractor is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both Owner and Contractor, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall Owner or Engineer be liable to Contractor, any Subcontractor, any Supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:
1. delays caused by or within the control of Contractor (or Subcontractor or Supplier);
 2. delays beyond the control of both Owner and Contractor, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts of neglect by utility owners or other contractors performing other work;
- L. Nor shall Owner or Engineer or each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.
- M. Nothing in this paragraph 12.04 bars a change in Contract Price to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of Owner or anyone for whom Owner is responsible. Except for an adjustment to the Contract Times and Contract Price, Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of such delay or for any Act of God, including but not limited lost profits, overhead, and other consequential damages.

ARTICLE 13 TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 ACCESS TO WORK

- A. Owner, Engineer and Engineer's representatives, other representatives of Owner, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at

reasonable times for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access and advise Owner and Engineer of Contractor's Site safety procedures and programs so that Owner and Engineer may comply therewith as applicable.

13.02 TESTS AND INSPECTIONS

- A. Contractor shall give Engineer and testing agency at least 24-hour notice, unless otherwise specified, of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. If any Law and Regulation, code, or order of any public body having jurisdiction requires any Work or part thereof to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval.
- C. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance of a manufacturer, fabricator, Supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- D. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by Owner unless otherwise specified.
- E. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor or by Engineer if so specified.
- F. Cost of materials to be used in inspection and transportation costs shall be paid for by Contractor.
- G. Neither observations by Engineer nor inspections, tests or approvals by others shall relieve Contractor from his obligations to perform the Work in accordance with the Contract Documents.

13.03 UNCOVERING WORK

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

13.04 DEFECTIVE WORK

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

13.05 OWNER MAY STOP THE WORK

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

13.06 CORRECTION OR REMOVAL OF DEFECTIVE WORK

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

13.07 GUARANTEE PERIOD

- A. If within 1 year after the date of Substantial Completion (or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents), or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair defective land or areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Site and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work or the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses, damages and expenses caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement or work of others) shall be paid by Contractor.
- C. Repair or replacements made under the guarantee shall bear an additional 1 year guarantee dated from the acceptance of repair or replacement.

13.08 ACCEPTANCE OF DEFECTIVE WORK

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

recommendation, an appropriate amount shall be paid by Contractor to Owner.

13.09 OWNER MAY CORRECT DEFECTIVE WORK

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

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 SCHEDULES

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

14.02 APPLICATION FOR PROGRESS PAYMENT

- A. At least 20 days before each Application for Payment falls due (but not more often than once a month), Contractor\ shall submit to Engineer for review an Application for Payment, Contractor's Declaration, Payment Schedule, and updated Progress Schedules indicating the anticipated completion dates of the various stages of the Work and estimated payments during the next 3 months. Contractor's Application for Payment shall be filled out on the form provided in the Contract Documents and signed by Contractor\ covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents and as Engineer or Owner may reasonably require. The Payment Schedule shall be on the form provided in the Contract Documents or in a format acceptable to Engineer or Owner. On the second and all subsequent payments, partial Waivers of Lien and Sworn Statement shall be required for all Work completed and paid for on previous certificates.
- B. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect Owner's interest therein, including applicable insurance. A receipted vendor's invoice showing the quantities of materials and the amounts paid will be required and shall accompany the Application for Payment.
- C. Retainage with respect to progress payments will be in accordance with paragraph 14.03, and it will be retained until after completion of the entire Work and its final acceptance. When the amount to be retained is reduced to less than 10 percent, Contractor shall file with Owner the written consent of the Surety to such reduction and shall furnish an affidavit that all Contractor's indebtedness by reason of the Contract has been paid.

14.03 RETAINAGE

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

14.04 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. Engineer will, within 10 days after receipt of each Contractor's Application for Payment and Payment Schedule, including each resubmittal, either indicate in writing a recommendation of payment and present an Engineer's Certificate for Payment to Owner, or may return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- B. Engineer's recommendation of any payment requested in Contractor's Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's review of the Contractor's Application for Payment and Certificate for Payment and the accompanying data and schedules, as an experienced and qualified design professional that to the best of Engineer's knowledge, information and belief;
 - 1. the Work has progressed to the point indicated;
 - 2. the quality of the Work is in accordance with the technical aspects of the Contract Documents subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for any Unit Price Work under paragraph 12.03, and any qualifications stated in the recommendation; and
 - 3. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

- C. However, by recommending any such payment Engineer will not thereby be deemed to have represented that:
 - 1. exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work; or
 - 2. involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - 3. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- D. Neither Engineer's review of Contractor's Work for the purpose of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - 1. to supervise, direct or control the Work;
 - 2. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - 3. for the failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of Work;
 - 4. for any failure of Contractor to perform or furnish Work in accordance with the Contract Documents;
 - 5. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price;
 - 6. to determine that title to any Work, materials, or equipment has passed to Owner free and clear of Liens.
- E. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations as stated above to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - 1. the Work is defective, or completed Work has been damaged requiring correction or replacement;
 - 2. the Contract Price has been reduced because of Change Orders;
 - 3. Owner has been required to correct defective Work in accordance with paragraph 13.09, or has accepted defective Work in accordance with paragraph 13.08;
 - 4. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - 5. Engineer has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.

14.05 PAYMENT BECOMES DUE

- A. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 14.05.B) become due, (or only if Owner is a public agency, within 15 days after Owner receives the funds which are to be provided by a department or agency of the federal or state government, whichever is later, or in accordance with any time periods required by any applicable statute, rule or regulation) and when due will be paid by Owner to Contractor.
- B. Owner may refuse to make payment of the full amount recommended by Engineer because:

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

14.06 CONTRACTOR'S WARRANTY OF TITLE

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

14.07 SUBSTANTIAL COMPLETION

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a Certificate of Substantial Completion. Contractor shall at the same time submit

to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

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

14.08 PARTIAL UTILIZATION

- A. Use by Owner of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use any part of the Work which Owner believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If Contractor agrees, Contractor will certify to Owner and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter Owner, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion.
 - a. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving his reasons therefor.
 - b. If Engineer considers that part of the Work to be substantially complete, Engineer will execute and deliver to Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion for that part of the Work, attaching thereto a punch list of items to be completed or corrected before final payment.

2. Prior to issuing a certificate of Substantial Completion for that part of the Work, Engineer will deliver to Owner and Contractor a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work, which shall become binding upon Owner and Contractor at the time of issuing the definitive certificate of Substantial Completion for that part of the Work unless Owner and Contractor shall have otherwise agreed in writing and so informed Engineer.
3. Owner shall have the right to exclude Contractor from any part of the Work which Engineer has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on the punch list.
4. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, Owner may take over operation of a facility constituting part of the Work whether or not it is Substantially Complete if such facility is functionally and separately usable; provided that prior to any such takeover, Owner and Contractor have agreed as to the division of responsibilities between Owner and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.09 FINAL INSPECTION

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

14.10 FINAL APPLICATION FOR PAYMENT

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

14.11 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation (all as required by the Contract Documents), Engineer is satisfied that to the best of Engineer's knowledge, information and belief as a design professional that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's Certificate for Payment and present the application to Owner for payment. At that time Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the

provisions of paragraph 14.13.

- B. Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.
- C. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within 45 days (or within the time period required by any applicable statute, rule or regulation) after receipt thereof pay Contractor the amount recommended by Engineer less any amounts of Owner claimed set-offs allowed under the Contract Documents, including but not limited to any applicable liquidated damages as determined by Owner. If Owner rejects the Application, Owner shall do so in writing stating the appropriate sections of the Contract Documents upon which the rejection is based. Contractor may take the necessary remedial actions and resubmit the Application.

14.12 FINAL COMPLETION DELAYED

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.13 WAIVER OF CLAIMS

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

14.14 LATE PAYMENTS

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

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

15.01 OWNER MAY SUSPEND WORK

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

15.02 OWNER MAY TERMINATE FOR CAUSE

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

15.03 TERMINATION FOR CONVENIENCE

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case,

Contractor shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
 2. for actual expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work; and
 3. for reasonable expenses directly attributable to protecting work as a result of termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- C. Upon such termination, Contractor shall:
1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
 2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
 4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract Documents, as may be necessary;
 5. Complete performance of any Work which is not terminated; and
 6. Deliver to Owner an affidavit regarding the identity of potential unpaid Subcontractors or Suppliers and the amounts due to each.

15.04 CONTRACTOR MAY STOP WORK OR TERMINATE

- A. If Owner has failed to pay Contractor any sum finally determined to be due in accordance with the time limits specified in paragraph 14.05, Contractor may upon 7 days' written notice to Owner and Engineer, stop the Work until payment of all amounts then due.
- B. If through no act or fault of Contractor, the Work is suspended for a period of more than 90 days by Owner, or under an order of court or other public authority, then Contractor may, upon 7 days written notice to Owner and Engineer and provided Owner or Engineer does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in paragraph 15.03.
- C. The provisions of this paragraph 15.04 shall not relieve Contractor of his obligations under paragraph 6.22 to carry on the Work in accordance with the Progress Schedule and without delay during disputes and disagreements with Owner.

ARTICLE 16 FINAL RESOLUTION OF DISPUTES

16.01 METHODS AND PROCEDURES

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents and arising after final payment has been made.
- B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, the following dispute resolution process shall be followed:
 - a. The parties shall submit the dispute to mediation under the mediation procedures outlined in the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Rules.
 - b. If the dispute is not resolved by mediation, the parties shall proceed to resolve the dispute by arbitration in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association. The decision of the arbitrator(s) shall be final and binding and is enforceable in a court of competent jurisdiction.

ARTICLE 17 MISCELLANEOUS

17.01 GIVING NOTICE

- A. Whenever any provision of the Contract Documents requires the giving of written notice to Owner, Engineer, or Contractor, it shall be deemed to have been validly given only if delivered:
 1. in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended;
 2. by registered or certified mail postage prepaid to, the last business address known to the giver of the notice;
 3. or delivered in person to such person by a commercial courier service or otherwise to the recipient's place of business; or
 4. by secure file transfer with receipt documentation or other document control software.

17.02 COMPUTATION OF TIME

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

17.03 GENERAL

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

17.04 PROFESSIONAL FEES AND COURT COSTS INCLUDED

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

17.05NONDISCRIMINATION OF EMPLOYMENT

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

17.06POST COMPLETION DATE ENGINEERING AND INSPECTION COSTS

- A. All engineering and inspection costs incurred after the specified completion date shall be paid by Contractor to Owner prior to final payment authorization. However, Contractor shall not be charged with any post completion date engineering and inspection costs when the delay in completion of the Work is due to the following and Contractor has promptly given written notice of such delay to Owner or Engineer:
 - 1. to any preference, priority or allocation order duly issued by Owner;
 - 2. to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of Owner, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and,
 - 3. to any delays of Subcontractors or Suppliers occasioned by any of the causes specified in this Article.
- B. Charges after the specified completion date shall be made at such times and in such amounts as Engineer shall invoice Owner, provided, however said charges shall be in accordance with Engineer's current rate schedule at the time the costs are incurred. Engineering and inspection costs so incurred shall be deducted from Contractor's progress payments.

17.07WAIVER OF CONSEQUENTIAL DAMAGES

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

17.08NO WAIVER

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

17.09CONTROLLING LAW

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

17.10 HEADINGS

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

SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement Section 00 72 00 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined and have the meanings assigned to them in Section 00 72 00 - General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

A. SGC-1.01 Defined Terms

- 1. The definition for "Substantial Completion" in shall be revised as follows:

Substantial Completion -- The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer as evidenced by the Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by the Engineer's written recommendation of final payment in accordance with Article 14.11 of Section 00 72 00 - General Conditions. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

B. SGC-4.02 Subsurface and Physical Conditions; Investigations and Reports

- 1. In the preparation of Plans and Specifications, the Engineer has relied upon the following reports and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work: _____
- 2. Copies of the following reports and/or tests are attached as Exhibits: _____

C. SGC-5.03 Additional Insured

- 1. Add the following language at the end of Article 5.03.A.9 of the Section 00 72 00 - General Conditions:

City of Dearborn Heights, Wade Trim Associates, Inc., Wade Trim Associates, Inc. 's Subconsultant(s), and _____, and any other person or entity required to be named as an additional insured under the Contract Documents, including each of the aforementioned's respective parent companies, affiliates, subsidiaries, officers, directors, employees, and agents, are required to be designated as additional insureds on all policies of insurance required by Article 5.03 of the Section 00 72 00 - General Conditions and elsewhere in the Contract Documents (except for Worker's Compensation insurance and Professional Liability insurance, unless otherwise specifically required by the Contract Documents).

D. SGC-5.04 Limits of Liability

- 1. The required limits of liability for insurance coverages requested in Article 5.03 of Section 00 72 00 - General Conditions shall be not less than the following:

SGC-5.04.A Worker's Compensation

Coverage A – Compensation: Statutory

Coverage B – Employer's Liability

Each Accident: \$100,000

Disease – Policy Limit: \$100,000

Disease – Each Employee: \$100,000

SGC-5.04.B Comprehensive General Liability - Coverage Shall be Occurrence Form. Certificates shall show that X, C, and U coverage is included.

General Aggregate: \$2,000,000 or \$5,000,000*

Products – Com/Ops Aggregate: \$1,000,000

Personal and Advertising Injury: \$500,000

Each Occurrence: \$500,000

Fire Damage (any one fire): \$50,000

Medical Expense (any one person): \$5,000

SGC-5.04.C Comprehensive Automobile Liability - Coverage Shall Include Owned, Non-owned, and Hired Autos

Bodily Injury - Per Person: \$500,000

Bodily Injury - Per Accident: \$1,000,000

Property Damage: \$2,000,000 or \$5,000,000*

-or-

Combined Single Limit: \$2,000,000 or \$5,000,000*

SGC-5.04.D Owner's Protective - Coverage shall be Occurrence Form. Policy to be written with City of Dearborn Heights as the insured.

General Aggregate: \$1,000,000

Each Occurrence: \$1,000,000

SGC-5.04.E Umbrella or Excess Liability

Contractor is granted the option of arranging coverage under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Umbrella Liability policy Excess Liability policy, with the Each Occurrence and the Aggregate limits equal to the total limits requested.

* For Contracts of \$250,000 or more the Contractor shall procure and maintain during the life of the Contract, Insurance in the single limit of at least \$5,000,000. For Contracts less than \$250,000 the Contractor shall procure and maintain during the life of the Contract, Insurance in the single limit of at least \$2,000,000.

E. SGC-5.06 Evidence of Coverage

1. Delete paragraph 5.06.B and insert the following in its place:
 - a. Prior to the commencement of the work the Contractor shall furnish to the Owner five complete copies of an insurance binder in force for the Owner's Protective Liability Policy. Within six weeks of the issuance of the binder the Contractor will deliver to the Engineer three complete "originally signed" copies of the Owner's Protective Liability Policy.

F. SGC-12.04 Lump Sum Work

1. Add the following new paragraph after Article 12.03 of Section 00 72 00 - General Conditions, which is to read as follows:

12.04 LUMP SUM WORK

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

G. SGC-17.05 Non-Discrimination in Employment

1. Delete Article 17.05 of the General Conditions and insert the following in its place:

17.05 EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

2. (a) Employment Law Compliance. Contractor shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of the Contract. To the extent required by law, Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.
3. (b) Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the City of Dearborn Heights' obligation to the Michigan Department of Transportation to require Appendix A. Contractor agrees that Appendix A is a material part of the Contract and is incorporated therein by reference. Contractor has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this paragraph (b), this paragraph (b) only applies and Appendix A is incorporated into the Contract and made a material part of it strictly to the extent that this subsection (b) and Appendix A are actually applicable to the undertakings set forth in the Contract under applicable law.
4. (c) Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in paragraph (a) above and/or the Title VI Plan covenants set forth in paragraph (b) above, the City of Dearborn Heights shall have the right to terminate the Contract, a breach of said covenants in either of these provisions being deemed a material breach of the Contract.
 - a. If the Contractor is engaging any Subcontractor(s), the Subcontractor(s) shall execute the Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements as contained in these Specifications. This form must be completed and signed by the Subcontractor(s) and submitted by the Contractor to the Owner prior to the award of the Contract.

H. SGC-18 Liquidated Damages

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

ARTICLE 18 LIQUIDATED DAMAGES

- a. If the Contractor shall fail to Substantially Complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner

the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The liquidated damages charged shall be deducted from the Contractor's progress payments.

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Project includes installation of polyurea pavement markings including approximately 16,000 feet of special emphasis 12-inch crosswalks and 3,000 feet of 24-inch stop bars.
- B. The Contractor shall acknowledge that intersections indicated for improvements may not require improvements on all legs of the intersection. The Contractor shall assess each intersection indicated for improvements and shall not install stop bars on legs that do not have stop signs and shall not install crosswalk markings where ramps are not existing on either or both sides of the roadway. Crosswalks shall only be installed where they connect two distinct sidewalk ramps on either side of the roadway. The Contractor shall be required to remove pavement markings and clean pavements where pavement markings are installed erroneously as determined by the Engineer at no additional cost to the Owner.
- C. All pavement markings shall be installed in accordance with Wade Trim details provided and the Michigan Department of Transportation 2020 Standard Specifications for Construction Sections 811 and 920.
- D. The Contractor shall anticipate parked cars in the proximity of intersections and shall exercise caution around vehicles and protect vehicles from overspray. Where determined necessary by the Engineer, the Contractor shall install no parking signs approved by the Engineer in advance of installation of pavement markings to allow adequate time for parked cars to vacate. The Contractor shall remove no parking signs after completing the work. Payment for furnishing, installing, and removing no parking signs shall be included in payment for pavement markings.
- E. The Contractor shall protect all improvements outside of areas indicated on the detail from overspray. The Contractor shall be required to remove and clean pavement markings installed erroneously as determined by the Engineer at no additional cost to the Owner.
- F. The Contractor shall provide a detailed sequence of Construction, project schedule, and traffic control plan to Engineer 7-days prior to the preconstruction meeting.
- G. The scope and quantity of Work estimated in the Proposal is the best estimate of the Engineer. It is anticipated that the quantity of Work to be completed will vary from the estimated quantities in the Proposal. The Contractor will not be allowed any increase or decreases in the Contract Unit Prices due to any increase or decrease in the actual quantity of Work completed.
- H. The Contractor shall utilize traffic control devices as necessary to protect their work and vehicles and pedestrians from overspray. Payment for furnishing, installing, and removing traffic control devices shall be included in payment for pavement markings.
- I. The Contractor shall schedule work, stage equipment and materials, and conduct operations in a manner which will provide access to all roadways, sidewalks, and driveways at all times whenever possible utilizing maintenance gravel.
- J. The Contractor shall permit access to garbage, mail, and emergency vehicles and personnel to the work site at all times.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 33 00 - Submittal Procedures
- B. Section 01 50 00 - Temporary Facilities and Controls

1.03 WORK BY OTHERS

- A. The project takes place city-wide. The Contractor shall anticipate work by others and shall exhaust all efforts to coordinate with others as necessary to complete their work and to prevent interruption to work by others. Allowance and extensions of time shall not be approved for delays resulting from impacts by work by others.

1.04 RIGHT-OF-WAY JURISDICTION/PERMITS

- A. Warren Road, Beech Daly Road (segments), Edward N Hines Drive, Outer Drive, and Joy Road are under the jurisdiction of the Wayne County Department of Public Services.
- B. Telegraph Road (US-24) is under the jurisdiction of the Michigan Department of Transportation.
- C. Work in the Wayne County Department of Public Services right-of-way requires a permit from the Wayne County Department of Public Services. The Contractor shall obtain the permit and pay all fees in connection with obtaining the permit. The fees for the permit are based upon a permit fee, plan review fee, and an inspection deposit.
 - 1. The cost of all inspection including any necessary soil compaction tests and concrete testing performed by Wayne County Department of Public Services on this Project will be deducted from the inspection deposit. A cash inspection deposit (along with the permit fee and the plan review fee) will be required to be paid by the Contractor prior to obtaining the permit.
 - 2. Note: this is only a deposit. The Contractor is cautioned that the deposit is based upon the estimated cost. The actual cost of the inspection fee will be the actual costs incurred by Wayne County Department of Public Services for inspection on the Project. The Contractor will be responsible for any additional costs over and above the fee calculated above and will be refunded any excess amounts.
- D. A permit is also required from the City of Dearborn Heights Building and Engineering Department. The permit is for the proposed work. The fee for this permit is based upon the cost of the Project. The Contractor is required to obtain the permit and pay all fees and costs associated with the permit. To obtain the permit fee, contact the City of Dearborn Heights Building and Engineering Department at (313) 277-7306 and supply them with the proposed bid amount for the proposed work.
- E. Contractor shall secure any permits required by the agency having jurisdiction, shall abide by all rules and regulations of each, and shall pay all costs in connection with the permits. Contractor shall pay for all permit and inspection fees as the agencies may charge to ensure compliance with their requirements.

1.05 COORDINATION

- A. The Contractor shall be made aware of all projects listed in Section 1.03 Work by Others of this document and shall exhaust all efforts to coordinate all work, including, but not limited to, pavement removal and replacement, utility disconnections and connections, traffic maintenance, hauling away of spoils, delivery of materials, staging of equipment, and all other relevant work activities with the corresponding municipality and their representatives to avoid interrupting utility services and pedestrian and vehicular traffic and to maintain access to facilities at all times. Allowances and extensions of time shall not be approved for delays in scheduled contract work resulting from failure of the Contractor to coordinate with work by others.
- B. The Contractor shall be required to coordinate with the City's sanitation service and to exhaust all efforts, including but not limited to taking trash cans and refuse to designated locations, to provide access to trash cans and other refuse for collection on the regularly scheduled days and times.

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

1.06 CONTRACTOR'S USE OF PREMISES

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

1.07 PHOTOGRAPHS

1.08 REQUIRED PROJECT SCHEDULE MILESTONES

- A. Notify the Engineer a minimum of 14 days in advance of beginning construction on any street.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01 22 00 UNIT PRICES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section describes the method of measurement and basis of payment for items of Work included in the Contract and specified in the Proposal. Contractor will provide labor, material, tools, equipment and services required to complete the Work specified herein and indicated in the contract documents.
- B. Owner will make no allowances for items not included in Section 00 42 43 - Proposal.

1.02 ITEMS OF THE PROPOSAL

Items 1, 2

Pavt Mrkg, Polyurea, 12 inch, Crosswalk

Pavt Mrkg, Polyurea, 24 inch, Stop Bar

Pavement markings of the type, width, and color specified will be paid for at the Contract Unit Price per linear foot basis. Price paid shall be payment in full for all labor, material, and equipment necessary for pavement markings installed and shall include, but is not limited to, mobilization of crew, equipment, and materials and all preparation and cleaning of the surface, layout, removing any old markings, applying proposed pavement markings, glass beads, providing temporary barricading and protection, installing and removing no parking signs, installing and removing additional traffic signing necessary to protect work and pedestrians and vehicular traffic, cleanup, permit application and permit fees, and all items necessary to complete the job, whether specifically mentioned or implied. Measurement and payment shall be determined by field measurements of the pavement markings placed by foot.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01 31 19 PROJECT MEETINGS

PART 1 GENERAL

1.01 PRECONSTRUCTION MEETING

- A. Prior to the delivery of materials or the start of any construction, the Contractor will request a Preconstruction Meeting from the Engineer. A minimum three (3) working days' notification to meeting participants will be required.
- B. Schedule:
 - 1. Engineer will establish the meeting place, time and date, distribute agenda, notify participants, and administer the meeting. Contractor will notify major Subcontractors.
- C. Attendance:
 - 1. Owner
 - 2. Engineer
 - 3. Contractor
 - a. Major Subcontractors
 - 4. Utility Companies
 - 5. Safety Representatives
 - 6. Governmental Agencies
- D. Agenda:
 - 1. Distribution by the Contractor and discussion, review and acceptance of:
 - a. List of names and telephone numbers for superintendent, foreman and other key personnel.
 - b. List of major Subcontractors and Suppliers.
 - c. Projected construction preliminary progress schedules.
 - d. Preliminary schedule of Shop Drawings and Sample submittals.
 - e. Estimated monthly payment schedule and schedule of values
 - 2. Critical Work sequencing.
 - 3. Major equipment deliveries and priorities.
 - 4. Project coordination.
 - 5. Responsibilities of Owner, Engineer, Contractor and other agencies.
 - 6. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 - 7. Adequacy of distribution of Contract Documents.
 - 8. Procedures for maintaining Record Documents.

9. Use of premises.
10. Construction facilities, controls and construction aids.
11. Temporary utilities.
12. Safety and first aid procedures.
13. Security procedures.
14. Housekeeping procedures.
15. Testing

E. Minutes:

1. Engineer will prepare and distribute copies to participants within seven (7) days of meeting. Participants will report corrections and comments within ten (10) days of receipt of minutes.

1.02 PROGRESS MEETINGS

A. Periodic Progress Meetings will be held as required by the progress of the Work.

B. Schedule:

1. Engineer will establish the meeting place, time and date, distribute agenda, notify participants and administer the meeting. Contractor will notify major Subcontractors.

C. Attendance:

1. Engineer
2. Contractor
3. Subcontractor as appropriate to the agenda.
4. Suppliers as appropriate to the agenda.
5. Others

D. Agenda:

1. Review minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Review field observations, problems, conflicts.
4. Review problems which impede Construction Schedules.
5. Review of off-site fabrication, delivery schedules.
6. Review corrective measures and procedures to regain projected schedule.
7. Review revisions to Construction Schedules.
8. Review plan progress, schedule, during succeeding Work period.
9. Review coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Review maintenance of quality standards.
12. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other Contracts of the Project.
13. Other business.

E. Minutes:

1. Engineer will prepare and distribute copies to participants and the Owner within seven (7) days of meeting for review at the next meeting.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01 32 16 CONSTRUCTION PROJECT SCHEDULE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Contractor will be responsible for the Project construction schedule for the full Contract Time, including without limitation the following:
 - 1. Contractor's construction schedule updates will be submitted on a monthly basis, or as requested by Owner.
 - 2. Contractor's short-term look-ahead schedule submitted at each progress meeting and as required by the Owner.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 33 00 - Submittal Procedures

1.03 DEFINITIONS

- A. Activity: A discrete part of a project that is identified in the Contractor's planning, scheduling, executing, monitoring, and controlling of the construction Project. Activities included in a construction schedule consume time and resources.
- B. Critical Activity: An activity on the critical path of the construction schedule.
- C. Predecessor Activity: An activity that precedes another activity in the network.
- D. Successor Activity: An activity that follows another activity in the network.
- E. Cost Loading: The allocation to each activity within the Critical Path Method (CPM) Schedule of the portion of the Contract Price reflecting the Contractor's anticipated costs to perform that portion of the Work, including a proportional share of overheads and profit. The sum of costs for all activities must equal the total Contract Sum. The cost loaded CPM Schedule will be referenced to the contract, purchase order line item, and bid breakdown item.
- F. Critical Path Method (CPM): Scheduling method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path to complete the Work of the Project within the specified Contract Times and interim completion milestones.
- G. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- H. Event: The starting or ending point of an activity.
- I. Free Float: is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
- J. Total Float: is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- K. Contract Float: is the measure, in calendar days, of leeway between the Contractor's anticipated date for completion of all or any part of the Work and the corresponding specified Contract Time regardless of the float values calculated by the software used to produce the CPM Schedule.
- L. Resource Loading: The allocation of labor and equipment necessary for completing an activity as scheduled.

- M. Work Breakdown Structure (WBS): A deliverable-oriented breakdown of a project into smaller components. A work breakdown structure is a key project deliverable that organizes the team's work into manageable sections.
- N. Detailed Cost Breakdown (DCB): An itemized breakdown of the Work and Contract Amount detailing quantities and dollar amounts for each pay item, developed by summarizing the cost-loaded CPM schedule to a level of detail appropriate for use in progress payment estimates. The sum of all pay items will equal the Contract Price.
- O. Milestone: The date of a significant event, used to monitor schedule performance and define Contract deadlines.
- P. Data Date: The reporting cut-off date through which progress is incorporated into a schedule.
- Q. The term "day" as used in these Contract Documents will mean calendar day unless otherwise specifically designated. Contract Time computations will be made in Days. Total Float and Contract Float values computed in Working Days will be converted to Days when such computations are made for the purpose of calculating changes in Contract Time.

1.04 CPM SCHEDULE

- A. Contractor's approach to prosecution of the Work will be disclosed by submission of computerized, cost-and-resource loaded CPM Schedules as required herein. These requirements are in addition to, and not in limitation of, those imposed elsewhere in the Specifications.
- B. CPM Schedule Submittals are intended to show:
 - 1. the priority and sequencing by which the Contractor intends to execute the Work (or Work remaining) to comply with the Contract Times, those sequences of Work indicated in or required by the Contract Documents and any other requirements of the Contract Documents;
 - 2. how the Contractor anticipates foreseeable events, site conditions and all other general, local and prevailing conditions that may in any manner affect cost, progress, schedule, performance and furnishing of the Work;
 - 3. how the Means and Methods chosen by the Contractor translate into Activities and sequencing;
 - 4. the actual timing and sequencing of completed Work; and
 - 5. the allocation of the Contract Price and construction craft labor hours to the Activities.
- C. CPM Schedule will clearly define the prosecution of the Work from Date of Commencement of the Contract Time to Final Completion by using separate CPM Activities for, but not limited to: Notice to Proceed, submittal, resubmittal, review and approval of basis of design, preliminary design and final design (applicable for design/build contracts); construction/installation; permitting (by the Contractor and Owner); workshops (instrumentation, software, and controls), submittal preparation; submittal review and return, resubmission and re-review; mechanical, electrical, controls systems and information systems layout drawings; procurement and fabrication; deliveries to the site or storage; Owner-furnished items or _____; interfaces with other work (other contractors, public utilities, etc.); planned shutdowns or other impacts to Owner's operating equipment or facilities; start-up and testing of the equipment/system; Field Acceptance Test (FAT); Site Acceptance Test (SAT) for controls; Substantial Completion, final inspection; Owner training; O&M and Training Manuals; punch list; final clean-up; submittal of as-built drawings and other record documents; close-out; and Final Completion.
- D. The CPM Schedule will detail CPM Activities and logic ties as required to demonstrate the Contractor's approach to all the Work. CPM Activity durations will equate to the days required to complete the associated Work. Activities shall not combine:
- E. equate to the days required to complete the associated Work. Activities will not combine:

1. separate items of Unit Price or lump sum Work;
 2. distinct classes of Work (e.g., CSI Divisions or equivalent);
 3. Work in separate areas, structures or facilities and, if requested by Engineer, Work in separate locations or elevations within an area, structure or facility; or
 4. rough-in and finish Work.
- F. Start-to-finish relationships and negative lags will not be utilized unless approved in advance by the Engineer. Activities will be cost and resource loaded.
- G. The activities will form a complete network wherein all activities (except for the start and completion milestones) will have at least one predecessor and one successor. Each activity will have as many predecessor or successor activities as is necessary to accurately reflect the requirements to complete the work. The number of activities and level of detail in the schedule will be subject to the Engineer's review.
- H. Schedule calendars must be developed to accurately reflect the working times for each activity based on the specific requirements of the project. If not specified, assume 5 calendar days and 40 hours per week. Observed federal, state and non-work holidays should be included, as appropriate.
- I. Installation CPM Activities will last from fifteen (15) to forty-five (45) days unless a shorter or longer duration is required to properly depict the Work. The schedule will provide not less than thirty (30) days for each submittal review or re-review activity and for each submittal will include separate activities for review, re-submittal, and re-review. Submittal, delivery and start-up CPM Activities may combine materials and equipment in the same class of Work, based on the detail of related installation CPM Activities. Furnish, install, and test will be separate activities. Contractor will include weather contingencies and other anticipated/foreseeable events/conditions in the schedule and the schedule narrative.
- J. Contractor will refrain from constraining activity dates in the schedule other than Contract milestones. If the Contractor feels constraints are necessary, the Contractor will detail the reasons for the constraints to the Engineer and in the schedule narrative and will require approval of their use.
- K. Activities will be assigned consistent descriptions, activity identification, Work Breakdown Structure, and activity codes consistent with schemes provided by the Engineer or, if none is provided, with the Engineer's approval. For each activity, separate activity codes will be provided for work location, phase of work, responsible firm (Contractor, a Subcontractor or a Supplier), system, specification section, and DCB item. Constraint dates/basis will be explained.
- L. Owner maintains an Integrated Master Schedule (IMS) that includes all activities in the Capital Improvement Plan (CIP). Contractor's construction schedules are a key component to maintaining the IMS. In order to create uniformity in the data presented, the following fields must be standardized for all schedules: WBS (location, division, and specification section), Activity IDs, Activity Names, Calendars, Activity Codes, Resource Naming Convention, Data Dates, Monthly Reporting Requirements, and Approved cost loading). The standardization approach for these items will be provided in Appendix A or provided by the Engineer.
- M. The CPM Schedule will be prepared using the latest version of Oracle Corporation Primavera P6 Project Management Software unless the Engineer determines that integration with the IMS is not required, in which case Microsoft Project may be used for Contracts valued at less than one million dollars provided that CPM schedule integrity is maintained as specified herein, or graphical Microsoft Excel schedules may be utilized for Contracts valued at less than \$500,000. Unless otherwise approved by the Engineer CPM schedule calculations will be performed:
1. utilizing retained logic in lieu of progress override;
 2. using expected finish dates;
 3. with critical activities defined as the longest path;

4. with total float defined as the smallest of start float or finish float; and
 5. with the predecessor calendar used for lags.
- N. In preparing CPM Schedules, it is the Contractor's responsibility to:
1. request interpretations from the Engineer, as warranted
 2. point out to the Engineer, by specific, separate notation, any aspects of the CPM Schedule that may reflect variations from the Contract Documents
 3. work with Subcontractors and Suppliers in finalizing Activities and logic ties.
- O. Early Dates in the CPM Schedule will be based on proceeding with all or part of the Work exactly on the date when the corresponding Contract Time commences to run. Late Dates will be based on completing all or part of the Work exactly on the corresponding Contract Time, regardless of whether the Contractor anticipates early completion or not. If sequences of Work are indicated in or required by the Contract Documents, the CPM Schedule will show in detail the Contractor's approach to conforming with those sequences.
- P. A narrative will accompany all CPM Schedule Submittals which will:
1. Discuss the Contractor's planning and approach to the Project and any changes therein;
 2. Identify planned staffing, resources, and work hours;
 3. Identify the basis for any constraints incorporated into the CPM schedule;
 4. Itemize shifts, non-Working Days and any multiple calendars applied to the CPM Activities;
 5. Compare current activity dates and the Contract Times;
 6. Recap progress and days gained or lost vs. the As-Planned Schedule;
 7. Provide activity reporting based on the CPM Schedule discussing progress by CPM Activity;
 8. Detail Contractor's Site Management Plan, Construction Equipment Usage, Labor Buildup over first three months and de-staffing plans (when applicable);
 9. Describe all changes in resources to be used on remaining Work;
 10. Identify delays and causes and any actions taken to mitigate impact;
 11. Explain the basis for any logic ties other than finish-to-start (FS), and for each lag incorporated into the schedule;
 12. Define abbreviations used in the schedule;
 13. Itemize any revisions made in the activities or Work sequences, and
 14. Identify all approved logic changes.
- Q. The narrative will include monthly and cumulative plots of planned and actual manpower and payments, in a form acceptable to the Engineer, comparing the Contractor's anticipated rate of progress in the most current CPM Schedule Submittal and that anticipated in the As-Planned Schedule.
- R. CPM Schedule Submittals will include:
1. Electronic copies of the Contractor's native P6 schedule files (.xer);
 2. A narrative;
 3. Activity report/Gantt charts including CPM Activity code, description, duration, calendar, Early and Late Dates (calendar dates), Total Float, labor man-hours, cost, and sort codes. The Late Finish Date (or the Early Start Date) of any CPM Activity highlighting a Contract Time (or commencement of all or any part of the Work) will equal the corresponding Contract Time (or Contract date). Provide PDF file (11-inch x 17-inch printable, with

headers and footers).

4. S-curves showing projected early and late earnings and earnings to date;
 5. Total contract earnings report detailing contract value to date, total contract earnings to date and current period earnings by activity, sorted and subtotaled by responsibility, with actual, early start, early finish, late start and late finish dates;
 6. Total Float report
 7. Critical path
 8. Other reports and Gantt charts as designated by the Engineer
 9. Three (3) color copies and an electronic pdf copy of all of the above items.
 10. Critical paths with zero or negative Total Float will be shown in red. If the Contractor plans to finish the work earlier than the Substantial Completion Date and Final Completion Date, then the activities with minimum Total Float will be identified in red color as the near critical path.
 11. Schedule update reports will include the prior update baseline.
- S. Each CPM Schedule Submittal will bear the Contractor's stamp or written indication of approval as representation to the Owner that the Contractor has determined or verified all data on that CPM Schedule, and that the Contractor and the Subcontractors and Suppliers have reviewed and coordinated the sequences in that CPM Schedule with the requirements of the Work. CPM Schedule Submittals are not Contract Documents.
- T. Owner's review of CPM Schedule Submittals may result in comments relating to conformance with:
1. the Contract Times,
 2. those sequences of Work indicated in or required by the Contract Documents
 3. any other Contract Document requirements that may have a significant bearing on the use of CPM Schedule Submittals to resolve issues affecting Contract Price and/or Contract Time. The review of CPM Schedule Updates may, in addition result in comments as to whether the Contractor's scheduling of Work remaining continues to conform with the Contract Times and those sequences of Work indicated in or required by the Contract Documents. Review comments may also respond to Contractor's proposed schedule recovery plans, when and as appropriate, and to Contractor requests for extensions in Contract Time. CPM Schedule review comments may also result in the selection of Targets and recording of Target Times.
- U. The review of CPM Schedule Updates may, in addition result in comments as to whether the Contractor's scheduling of Work remaining continues to conform with the Contract Times and those sequences of Work indicated in or required by the Contract Documents. Review comments may also respond to Contractor's proposed schedule recovery plans, when and as appropriate, and to Contractor requests for extensions in Contract Time. CPM Schedule review comments may also result in the selection of Targets and recording of Target Times.
- V. No CPM Schedule review by the Engineer will relieve the Contractor from the responsibility to:
1. comply with the Contract Times and any sequences of Work indicated in or required by the Contract Documents
 2. complete omitted Work within the Contract Times.
- Nor will any such CPM Schedule review by the Engineer lead to approval of, or consent to, any variation from the Contract Documents.
- W. CPM Schedule reviews will not impose on the Owner any responsibility for:

1. the means, methods, sequences or techniques by which the Contractor plans and executes the Work;
2. verifying whether Work is omitted;
3. Activity durations are reasonable;
4. the adequacy of the level of labor, materials and construction equipment;
5. the reasonableness of the Contractor's chosen Means and Methods; or
6. whether Work sequences and Activity timing are practicable.

Even if any comments or objections are noted from the reviews of CPM Schedule Submittals, no such reviews or objections noted will be effective or construed to create or impose on the Owner or Engineer any responsibility for the timing, planning, scheduling or execution of the Work or for the correctness of any such CPM Schedule details. The correctness of the CPM Schedule will remain the sole responsibility of the Contractor.

- X. The initial CPM Schedule is known as Revision 0 (Rev. 0) and, once approved by the Engineer, becomes the As-Planned Schedule and the initial Record Baseline Schedule. Within 30 days following the Contract Start Work Date, Contractor will provide the Rev. 0 cost-loaded CPM Schedule Submittal and a list of all project submittals for Engineer's review and approval.
1. The Rev. 0 Submittal will reflect Contractor's plan for the Work as awarded in full accordance with the Contract, and will not include any delays, changes, Change Orders, Construction Change Directives or substitutions, or "or-equals". Activity durations and Work sequences in the CPM Schedule Rev. 0 Submittal will be based on furnishing named or specified materials/equipment nominated in the Contract and the means and methods indicated in or required by the Contract Documents. No activity durations or Work sequences in the Rev. 0 CPM Schedule will be based on or-equals or substitutions even if the Contractor intends to pursue such under the provisions of the Specifications. Any additional modifications to the contract dates, scope, or costs are managed through approval of subsequent CPM Schedule Submittals.
 2. Contractor will cause Work covered by Allowances as well as specified Unit Price Work and contingent Unit Price Work to be done within the Contract Times. Contractor will be responsible for completing, within the Contract Time for Substantial Completion, up to one hundred twenty-five percent (125%) of the estimated quantities for each specified item of Unit Price Work. The CPM Schedule will incorporate within the limits of the Contract Times:
 - a. Contractor's best estimate of the activities and logic ties required by Cash Allowances and Work to be authorized under any Provisionary Allowances and under any contingent Unit Price Work; and,
 - b. Activities relating to requisite tasks of Owner, and to interfaces with other work, based on the information given in the Contract Documents, and if not given, as indicated by the Engineer. Provisionary Allowance activity will be for the entire duration of the Contract. In any case, Contractor will allow not less than the times indicated in the Contract, or if no times are indicated, 15 days or such greater time as is reasonable under the circumstances for each required action by Engineer, Owner or other contractors.
 - c. The Rev. 0 schedule will allow sufficient time to accommodate Owner activities as well as time for facility operational constraints that may affect the ability to obtain equipment shutdowns. Required durations for Owner submittal review will be not less than those referenced in Section 01 33 00 - Submittal Procedures.
 - d. Planned durations for weather-exposed activities will include sufficient time allowances to accommodate without delay the loss, within each calendar month, of not less than the number of work-days specified below due solely to adverse weather.

Monthly Required Allowance for Workdays Lost Due to Adverse Weather											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
5	5	5	6	6	6	8	5	8	4	5	4

No extension in Contract Time will be justified due to adverse weather except to the extent that the number of work days lost in a calendar month due solely to adverse weather exceeds the number of days specified in the table above.

3. Contractor will cost and resource load the activities within the CPM schedule by allocating to each activity the applicable portion of the Contract Price proportionate to the Work required to perform the activity. The cost-loaded CPM Schedule will tabulate schedule activity number, quantities (for Unit Price Items), required craft labor hours, and activity cost value for each activity. Contractor may add non-work activities to the CPM schedule as necessary to account for all elements within the total Contract price. Activities for submittals and other non-construction activities (excluding mobilization and design deliverables under design/build delivery) will not be cost-loaded within the CPM Schedule. Activities for bonds, builders risk insurance and stored materials will be cost loaded at invoiced cost (excluding any general conditions, overheads or profit). The cost-loaded schedule will include activities and costs for specific deliverables within the following categories: (a) CPM schedules; (b) testing, start-up, commissioning; (c) operation and maintenance manuals; (d) training; (e) delivery of updated as-built record documents; (f) clean-up, and (g) punch list work for each trade or subcontractor in an amount not less than 1% of the total Work of that trade or subcontractor. The aggregate total of all activity costs within the cost-loaded schedule will equal the Contract Price. Delivery activities will be cost loaded if the Contractor intends to request payment for materials properly stored on-site. Costs shown for each activity in the cost-loaded CPM Schedule will reflect a share of the Contract Price that is proportionate to the estimated costs to perform the associated Work, including a proportional share of Contractor's and subcontractor's mark-ups, and will be an accurate and correct allocation of the Contract Price.
4. Unless otherwise approved by the Engineer activity cost amounts within the cost-loaded schedule will be summarized into payment items comprising a Detailed Cost Breakdown (DCB) to be used to prepare Progress Payment Estimates. In such case each schedule activity will be cross-referenced to one and only one summary payment item through assignment of a payment item code. A single DCB payment item may include one or more schedule activities. The aggregate total of all DCB payment items will equal the Contract Price. Separate DCB items and cost-loaded schedule activities will be provided for furnishing, installing and testing of equipment.
5. The cost-loaded CPM Schedule and DCB will be submitted for Engineer's review and approval in accordance with the requirements of the General Conditions and will:
 - a. show the allocation of the Contract Price among activities representing the various components of the Work, in sufficient detail as the Engineer may require;
 - b. divide the Work into activities by significant Sections of the Specifications within areas, structures and Facilities, or Work Breakdowns, or vice versa;
 - c. identify total amounts for each Work activity;
 - d. segregate work by the various subcontractors and identify the subcontractor performing each element of the work; and
 - e. for Unit Price Items only, tabulate quantities and unit prices.
6. Contractor will hold a baseline schedule presentation meeting for the Owner and Engineer. This meeting is meant for the Contractor to present, in detail, the schedule plan.
 - a. Examples of items for presentation include but are not limited to work breakdown structure, a description of each activity name, basis for durations, general work sequence, the critical path, and weather assumptions. This meeting could also take

place during schedule updates, if requested.

7. **The first Progress Payment will not be finalized until the Engineer returns to the Contractor the Rev. 0 CPM Schedule Submittal (including the DCB) as "Approved" or "Approved As Noted."** Once the Rev. 0, or Rev. 0A, etc. CPM Schedule Submittal is returned by the Engineer as "Approved" or "Approved As Noted", it will represent the As-Planned Schedule, and will be used for Payment Submittals until revisions to the CPM Schedule are approved by the Engineer. If Engineer does not approve the cost-loaded CPM Schedule or the DCB, Contractor will address Engineer's comments, revise and resubmit until approved by the Engineer. The cost-loaded CPM Schedule report and the DCB will include spaces for signatures of Engineer and Contractor to confirm the approval of each party. Once the Rev. 0 cost-loaded CPM Schedule and DCB are approved, the Contractor will not modify any activity value or pay item, unless otherwise authorized by the Engineer in writing. Engineer may require reallocation of costs for uninstalled material, amounts not expended for bonds or insurances, or to properly reflect authorized Construction Change Directives or Change Orders. Contractor represents and warrants to Owner that the final cost-loaded CPM Schedule and DCB provide an accurate and correct allocation of the Contract Price.
8. CPM Schedule Updates. After approval of the Rev. 0 CPM Schedule Contractor will update the CPM Schedule monthly (or at shorter intervals if deemed necessary by the Engineer) using as a data date the first day of each calendar month. Each CPM Schedule Update will show the actual status of the Project as of the date of the updated CPM Schedule. CPM Schedule Updates will progress the Record Schedule, and will be due five (5) days after the closing of each Progress Payment period, whether the As-Planned Schedule has been established or not. Each CPM Schedule Update submittal will be accompanied by the following power point slides in a format acceptable to the Engineer: (1) Project milestone date trending; (2) Summary schedule; (3) Project activity progress (number of activities earlier or later than scheduled last month); (4) Project total float (mean and median total float trend each month); (5) Labor hour resources planned loading each month; and Actual Labor Count weekly history (from daily reports).
 - a. Each update will include the actual dates each activity is commenced and the date that the activity is completed sufficiently to allow subsequent activities to commence, delays and other significant events occurring since the previous Payment Submittal.
 - b. Contractor may revise schedule logic in each CPM Schedule Update provided that such revisions comply with Contract requirements, are identified in the accompanying narrative, and are acceptable to Engineer. Schedule logic and/or activities will be revised as necessary to accurately address out-of-sequence progress (e.g., successor activities started before completion of predecessor).
 - c. Subject to review and approval of Engineer, Contractor will update the physical percent complete for each activity started or in progress, based on realistic assessment of earned value and work remaining. Contractor will revise percent complete as required by Engineer. Activities which are complete but for remaining minor punch list work and which do not restrain the initiation of successor activities may be declared 100 percent complete. Punch list activities may be declared 100 percent complete upon completion and correction of punch list work identified during Owner's pre-final inspection.
 - d. Contractor will include the CPM Schedule Update with its monthly Payment Submittal, which will also include Contractor's certification that it has not been delayed or adversely impacted, as of the cut-off date, by any acts or omissions of Owner or Engineer, except as otherwise specifically stated.
 - e. The most recent CPM Schedule "Approved" or "Approved as Noted" by the Engineer will be the current Record Schedule and will be used by the Owner and Contractor to monitor progress against Contract Times and resolve issues affecting Contract Prices and Contract Times and the assessment of liquidated damages.

- f. If the Early Dates in any CPM Schedule update submittal forecast any slippage in the Contract Times, the Contractor will indicate such overrun(s) by reporting negative Total Floats. Owner reserves the right not to approve schedules that do not reflect completion within the Contract Time.
- 9. Short-term look-ahead Schedules will subdivide CPM Activities into detailed tasks and cover the prior two (2) weeks and the next four (4) weeks. Each installation task will be cross- referenced to a CPM Activity and will not combine the Work for more than one crew.
- 10. Submittals will segregate preparation from review and will not combine items furnished by separate Suppliers.

1.05 CONTRACTOR'S SCHEDULER

- A. Contractor will appoint a project scheduler with the following minimum qualifications (unless otherwise modified by the Owner or Engineer): At least five years of experience using a recent version of Primavera P6 Professional Project Management software, and scheduling for at least three construction projects with cost and responsibility loaded CPM schedules. If the appointed project scheduler fails to perform to an adequate professional and technical standard or if Engineer, in the reasonable exercise of its discretion, objects to the appointed project scheduler, the Contractor will use a replacement project scheduler having the required qualifications, at no increase in Contract Price and/or Contract Time. Submit the scheduler qualifications and experience for Engineer review and approval.
- B. Contractor's scheduler will prepare the Baseline schedule, all schedule updates, look ahead schedules, time impact analysis, and recovery schedules required by the Contract Documents. Contractor's scheduler will attend all project meetings where scheduling input is necessary, as well as attend the meetings and perform the duties set out in the other Contract Documents. Owner and Engineer will be invited to all Contractor Scheduling meetings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PROGRESS AND COMPLETION

- A. Time limits stated in the Contract Documents are of the essence of the Agreement. Contractor will begin the Work on the date of commencement indicated in the Notice to Proceed. It will carry the Work forward expeditiously with adequate resources, will at all times adhere to the CPM Schedule, and will achieve Substantial Completion and Final Completion within the time limits set forth in Project Calendar stated in the Contract Documents, as extended by change orders.
- B. The construction and completion of the Project will be undertaken and completed in accordance with the cost loaded CPM Schedule described in the Contract Documents. The parties will use the CPM Schedule for planning and monitoring the progress of the Work. If the Contractor will fail to adhere to the CPM Schedule, as revised pursuant to the Contract, it must promptly request Engineer's approval to work outside of normal working hours and will work such additional time over regular hours, including Saturdays, Sundays and holidays and/or supply such additional workmen as may be required to bring the Work on schedule, without additional cost or expense to Owner, including claims for inefficiency due to the use of overtime. In the event of such failure of Contractor to adhere to the CPM Schedule, Contractor may alternatively propose revisions to the CPM schedule to recover the delay for Engineer's review and approval. If Engineer agrees that such revisions are feasible and likely to recover the delay, Contractor will promptly implement the measures necessary to recover the delay.
- C. If Contractor is late in achieving Substantial Completion, Final Completion, or if Contractor fails to adhere to the approved CPM Schedule or submits a CPM Schedule update which forecasts delay in achieving any of the Contract Times, or if Engineer reasonably determines based on an evaluation of Contractor's rate of progress that there is a substantial probability of delay in achieving any of the Contract Times, Engineer may provide Contractor a notice to cure, request

that Contractor submit a schedule recovery plan, and withhold liquidated damages in accordance with the applicable provisions of the Agreement.

- D. Upon receipt of a request for a schedule recovery plan:
1. To the extent that Contractor believes that it is entitled to an increase in Contract Time under the terms of the Contract, Contractor will comply with paragraphs 3.02 and 3.03 in providing notice, demonstration of entitlement, delay analysis, and supporting documentation demonstrating the number of days of Contract Time extension to which Contractor believes it is entitled.
 2. To the extent that delay exceeds any time extension to which Contractor is entitled, Contractor will submit a schedule recovery plan and immediately take measures necessary to recover delay. Contractor's schedule recovery plan will describe the cause of schedule slippage or delayed progress and the actions proposed and taken by the Contractor to recover schedule. Contractor will meet with the Engineer and present the Contractor's written schedule recovery plan. If, upon evaluation of the Contractor's schedule recovery plan, the Engineer determines that there is sufficient cause to withhold liquidated damages, the Owner may deduct from Requests for Payment the Owner's estimate of the liquidated damages then due using the Engineer's estimate of late completion of the Work.
- E. Contractor will carry on the Work with due diligence during all disputes or disagreements with the Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements. Contractor will exercise reasonable precautions, efforts and measures to avoid or mitigate situations that would cause Delays.

3.02 SUSPENSIONS AND DELAYS

- A. In accordance with the General Conditions the Engineer may order the Contractor in writing to suspend, defer, stop, delay, interrupt, slow down, or extend all or any part of the Work for such period as it may determine to be appropriate for the convenience of Owner.
1. To the extent practical, the Contractor will consult with Engineer and will mitigate the cost of suspensions and delays by reducing the size of its Project staff and demobilizing equipment to the extent practicable upon notice from the Engineer of any Owner caused delay or interruption which is likely to exceed seven (7) days. Upon the termination of the delay or as otherwise directed by Owner, the Contractor will restore the Project staff to the appropriate size.
- B. Contractor will provide Owner the opportunity to prevent or mitigate delays by Contractor's promptly furnishing of written notice of potential delay to Engineer before Contractor incurs actual delay or additional costs, and in any case not later than three (3) days after the occurrence of any of the following that Contractor believes: (a) to be within the responsibility of the Owner, and (b) may result in critical path delay to any of the Contract Times required by the Project Calendar included in the Contract Documents:
1. (i) Construction Change Directives or Change Orders issued by Owner; (ii) the Contractor receives a notice of a change in the Agreement or extra work to be performed; (iii) the Engineer provides a clarification or notice of a no-cost change or minor change as provided in the General Conditions; or (iv) Owner or Engineer directs a change in the Work in accordance with the changes provisions of the General Conditions that Contractor believes will result in critical path delay to any Contract Time;
 2. Contractor encounters concealed conditions in accordance with the provisions of the General Conditions that it believes will result in critical path delay to any Contract Time;
 3. Contractor believes that any act or failure to act by Owner or Engineer or any of Owner's other contractors or consultants, or any variation in quantities for unit price work, will cause performance of all or any part of the Work to be delayed, deferred, stopped, slowed down, suspended or interrupted beyond the reasonable time for such actions as allowed under the Contract Documents and the CPM schedule, resulting in potential critical path delay to any

Contract Time.

- C. Contractor will promptly provide written notice to Engineer before Contractor incurs actual delay or additional costs, and in any case not later than three (3) days after the occurrence of any event that (a) is not within the responsibility of either the Owner or the Contractor, and (b) may result in critical path delay to any Contract Time including without limitation:
 - 1. Uncontrollable Circumstance as provided in the General Conditions
 - 2. Adverse weather within a calendar month that causes the loss of more work-days than specified herein.
 - 3. Conditions affecting Owner's facilities, that result in constraints to Contractor's work or impede shutdowns of Owner's systems at the times requested by Contractor, including without limitation operational effects of weather, plant conditions, ongoing maintenance, other work affecting available facilities, equipment failures or outages, requirements to maintain sufficient processing capacity, or other regulatory or operational issues affecting Owner's facilities, provided that such conditions are outside the reasonable control and reasonable advance planning of both Owner and Contractor.
 - 4. Delays caused by regulatory authorities, governmental agencies, public utilities, and other third parties.
- D. Contractor will promptly provide written notice to Engineer, in any case not later than three (3) days, after the start of any delay that is within the responsibility of the Contractor and will immediately take such action as is necessary to mitigate and recover the delay.
 - 1. Contractor will provide notice and promptly take appropriate action to recover schedule whenever the Contractor anticipates, or any CPM Schedule Submittal demonstrates, that the scheduled early completion date for any required CPM Activity has slipped, due to acts or omissions within the control of the Contractor, beyond any Contract Time. If the Contractor is not responsible for such schedule slippage, the Contractor will give prompt written notice of a delay justifying a Contract Time extension in accordance with paragraph 3.02.B or 3.02.C.
 - 2. If schedule recovery is required, the Contractor will enclose with the next Schedule Update Submittal a schedule recovery plan consisting of (a) a narrative describing the cause of schedule slippage and the actions taken to recover schedule within the shortest reasonable time, and (b) a Recovery Schedule with the corresponding revisions in Activities and logic ties and other adjustments intended to recover the schedule. Appropriate schedule recovery actions may include: assignment of additional labor, Subcontractors or construction equipment; Work during other than normal working hours; resequencing of the Work; increasing the concurrency of sequential Work activities; expediting of Submittals and deliveries; and any combination of any of these or other similar actions. Activity shortening and overlapping will be explained as to their basis (and be supported by increases in resources).
 - 3. Contractor's failure, refusal or neglect to take appropriate schedule recovery action or, in the alternative, give written notice of a delay with a timely and properly supported Time extension request, and, in either case, to follow up with a timely CPM Schedule will be reasonable evidence that the Contractor is not prosecuting the Work with due diligence. Any such Contractor failure, refusal or neglect will give sufficient basis to the Owner, to elect any of the following:
 - a. demand adequate, written assurance of due performance, as provided in the General Conditions,
 - b. withhold liquidated damages, and
 - c. in the Owner's sole discretion, direct alternate schedule recovery actions.
- E. Each Subcontractor will be bound by the foregoing provisions.

3.03 DELAYS AND EXTENSIONS OF TIME

- A. Extensions of the Contract Time will not be granted except as expressly provided for in the General Conditions and this Specification Section.
- B. If the Contractor determines that critical path delay will occur to any Contract Time due to the events identified in paragraphs 3.02.A, 3.02.B or 3.02.C, Contractor may request a commensurate adjustment in the affected Contract Times (but only to the minimum extent reasonably forced on the parties by the event) by submitting to the Engineer a properly supported written request for extension of Time no more than three (3) days after Contractor provides notice of a concealed condition as provided in the General Conditions, or the extent of the delay becomes known, or the Engineer requests such submittal, whichever is sooner, or if the delay continues for more than 30 days, submit requests for Time extension at 30 day intervals until the delay has ended. Requests for Time extension in connection with weather delays will be made on a monthly basis within three (3) days from the end of each month. Claims for adjustment in any of the Contract Times or Contract Price will be waived if not properly submitted in accordance with all requirements of the General Conditions and this Specification Section within the time limit required or if timely notice of delay was not submitted in accordance with paragraphs 3.02.A, 3.02.B or 3.02.C.
- C. No extension in Contract Time will be justified unless the Contractor demonstrates, through a detailed analysis of the CPM Schedule using the procedures specified in this paragraph 3.03, the occurrence of Delay which (a) is not reasonably foreseeable under the circumstances, (b) arises from unforeseeable causes, (c) is not caused in whole or in part by any act or omission within the control of the Contractor, and (d) necessarily extends the Work beyond the overall Contract Time (or a portion of the Work beyond a pertinent Contract Time).
- D. Properly supported requests for extension of Time will include:
 - 1. Explanation of the cause and duration of the delay together with identification of which schedule activities were affected.
 - 2. Justification for entitlement to a time extension under the Contract Documents.
 - 3. Identification of all concurrent delays with an explanation of their causes and which party is responsible for each.
 - 4. Critical path analysis, using the latest Record Schedule approved by the Engineer before the start of the delay, demonstrating the number of calendar days by which each of the Contract Times has been delayed due to each cause. Analysis will be accompanied by native electronic XER files and will be verifiable by an independent, objective evaluation by the Engineer, using the electronic files and data furnished by the Contractor. Unless otherwise required by the Engineer, prospective analysis will be prepared in accordance with AACEI Recommended Protocol RP-29, method implementation protocol MIP-3.6 ("Modeled / Additive / Single Base") and as specified herein, by using the most recent Engineer approved Record Schedule prior to the date that the delay commenced, incorporating any schedule review comments provided by Engineer, then updating the schedule with actual progress to the start of the delay and noting the updated dates calculated for achievement of each of the Contract Times before commencement of the delay.
 - a. Modeling of each delay will be accomplished by inserting into the updated pre- delay Record Schedule appropriate activities for each delay, with duration, constraints and logic accurately reflecting the actual delay and its impact on other activities.
 - b. If more than one delay is concurrently in progress at any time after the start of the delay the analysis will be conducted in the following sequential steps:
 - 1) Delays under paragraph 3.02.C will be incorporated into the schedule that also includes the delays under paragraph 3.02.D, a copy of the schedule preserved, and resulting dates calculated for achievement of each of the Contract Times will be

noted to determine the extent of delays that are not within the responsibility of the Owner.

- 2) Using the same schedule containing all delays that are not within the responsibility of the Owner, all delays under paragraphs 3.02.A and 3.02.B will then be incorporated into the schedule, a copy of the schedule preserved, and the resulting further extension evaluated based on the dates calculated for achievement of each of the Contract Times.
 - c. Reasonable delay mitigation to the extent commercially practicable will be incorporated into the schedule containing all delays by revising or deleting non- mandatory schedule logic, and increasing activity concurrency where practicable, and noting the resulting dates calculated for achievement of each of the Contract Times reflecting the effects of all schedule delays and commercially practicable mitigation.
 - d. Extensions for each of the Contract Times will not exceed the difference in time between the dates calculated under paragraph 3.03.D.4.c and those calculated under paragraph 3.03.D.4.b.1.
 - e. Unless otherwise required by the Engineer, retrospective delay analysis will be prepared in accordance with AACEI Recommended Protocol RP-29, method implementation protocol MIP-3.9 ("Modeled / Subtractive / Multiple Base")
- E. Engineer may perform or obtain an independent evaluation of delays. Engineer will review timely submitted, properly supported, requests for extension of Time and will determine the extent to which each of the Contract Times is to be revised by Change Order.
- F. Minor Delays: No adjustment in any of the Contract Times will be justified as a result of (a) any delay of less than twenty-four (24) hours duration, or (b) delays to activities that are not on the critical path controlling the calculated date for achievement of any of the Contract Times, or (c) Contractor's failure to allow sufficient time in schedules in accordance with contract requirements.
- G. No adjustments to the Contract Price or Contract Time will be made under the provisions of the General Conditions or this paragraph 3.03 for any suspension, delay or interruption (i) to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or (ii) for which an equitable adjustment is provided or excluded under any other provision of the Agreement. Further, no suspension of Work or delay will justify an increase in Contract Price or Contract Time unless the resulting Delay exceeds the time allowed in the Contract Documents for the act or failure to act.
- H. To the extent that compensation for delays is permitted under the General Conditions, for critical path delays to any of the Contract Times due solely to the causes specified under paragraph 3.02.A or 3.02.B, and to the extent that the Work would not have been delayed due to any cause not within the responsibility of the Owner, Contractor may include in its timely properly supported requests for extension of time a Request for Change Order in accordance with the applicable provisions of the Contract General Conditions requesting compensation for additional costs incurred solely due to such critical path delays. However, no request or claim by the Contractor under this paragraph 3.03.H for an adjustment in Contract Time or for compensation for additional costs will be allowed (a) for any Delay or costs incurred more than three (3) Days before the Contractor gives written notice (except for Engineer's written orders to Contractor provided under the provisions of the General Conditions), or (b) if made after final payment. Delay for which compensation may be requested will be calculated as the difference between the dates for achievement of the Contract Times for Substantial Completion and for Final Completion calculated under paragraph 3.03.D.4.c and those calculated under paragraph 3.03.D.4.b.2. Compensation for such delays will be calculated in accordance with the General Conditions and applicable Specification Sections.

- I. Owner's exercise of any of its rights under the Agreement and its Contract Documents, including requirement of correction or re-execution of the Work, regardless of the extent, number or frequency of Owner's exercise of such rights or remedies, will not under any circumstances be construed as interference with the Contractor's performance of the Work or as providing grounds for the Contractor to seek extensions of Contract Time or damages for delay of the Project.
- J. Extension of the Contract Time will be the Contractor's sole remedy for any delay due to any of the causes identified under paragraph 3.02.C. In no event will the Contractor be entitled to any compensation or recovery of any damages in connection with any delay under paragraph 3.02.C, including, without limitation, extended overheads, extended general conditions, consequential damages, lost opportunity costs, impact damages or other similar remuneration.
- K. For delays due to any of the causes identified under paragraph 3.02.D, or for acceleration to overcome such delays, Contractor will not be entitled to any increase in Contract Price and/or Contract Time, and the Contractor will assume all resulting direct, indirect and consequential costs, of both the Owner and Contractor.
- L. If Contractor fails to complete the Work within any of the Contract Times due to delays within the responsibility of the Contractor, Owner may in its sole discretion (a) proceed to terminate the Contract for cause in accordance with the provisions of the General Conditions or (b) unilaterally issue a Change Order that both increases the Contract Time to the extent that Engineer determines necessary for completion of the Work, and provides a commensurate reduction in the Contract Price calculated as the cumulative total of the product of the number of days by which each Contract Time is extended due to delay within the responsibility of the Contractor times the daily liquidated damage rate that would have been applicable under the Contract had the Contract Time not been extended; or (c) execute a bilateral Change Order mutually agreed upon between Owner and the Contractor, to extend the Contract Time and compensate Owner for its damages; or (d) exercise any other rights available to the Owner under the Contract or by law or equity. If a Change Order or Construction Change Directive results in reduction of the Contract Price to an amount less than the cumulative total paid by Owner, Contractor will provide to the Owner a cash refund of the excess amount paid.
- M. To the extent that the Owner authorizes (a) changes in the Work or (b) agrees to changes in Contract-required constraints or sequences, or (c) takes other actions that result in critical path reductions in the Time required to perform the Work, Owner will be entitled to commensurate reductions in the Contract Time and the Contract Price, or alternatively, if so directed by the Engineer, a period of Owner's float may be incorporated into the CPM Schedule for the Owner's exclusive use to mitigate delays within the responsibility of the Owner. Owner will provide notice to Contractor together with a critical path schedule analysis demonstrating the extent of reduction in any of the Contract Times, or the quantum of Owner's float created.
- N. Notwithstanding anything contained herein to the contrary, Contractor acknowledges that no extensions of the Contract Time or increase to the Contract Price will be permitted except as approved in advance by Owner's execution of a Change Order in accordance with the executed Contract.
- O. Each Subcontractor and supplier/vendor will be bound by the foregoing provisions.

3.04 ACCELERATION OF PERFORMANCE

- A. Owner may direct acceleration of performance in accordance with the provisions of the General Conditions. Upon receipt of a written order from the Engineer directing acceleration of performance for the Owner's convenience, Contractor will consult with the Engineer regarding measures available to accelerate the work and will take such measures as the Engineer will direct, including for example resequencing of the CPM schedule, increasing concurrency of activities, increasing staff, accelerating submittals and material deliveries, and employing overtime work as so ordered.

- B. If Contractor believes that schedule recovery is necessary due to delays that are not within the responsibility of the Contractor, the Contractor will provide prompt notice and a request for Time extension in accordance with paragraphs 3.02 and 3.03. Before acting to accelerate the work, Contractor will furnish to Engineer a written notice of planned acceleration specifying the actions that Contractor intends to take and the reasons therefor. Owner will bear no responsibility for costs incurred by the Contractor for schedule recovery efforts:

1. before providing such notice to the Engineer; or
2. to the extent of delays that are within the responsibility of the Contractor.

In any case, when performing efforts to recover delays that Contractor believes are the responsibility of the Owner, Contractor will maintain cost records in accordance with applicable requirements of the General Conditions and will submit for Engineer's signature daily time sheets showing overtime premiums paid. To the extent that Contractor demonstrates to Engineer's satisfaction that

3. Contractor had timely submitted a request for Contract Time extension justifying an extension of Time;
4. an extension of Time was justified under the Contract but not granted by Owner;
5. that the cause of the delay was not mitigated;
6. Contractor provided notice as specified before undertaking acceleration; and
7. that Contractor incurred additional overtime costs to accelerate its Work solely to recover such delay, Owner will reimburse as additional compensation only the premium cost of such overtime work, as shown on the time slips checked and approved each day by the Engineer, and no overhead, profits, costs, commissions, claims for inefficiencies or otherwise, or other costs or claims will be charged or due with respect to use of overtime work or the acceleration of performance.

- C. Each Subcontractor will be bound by the foregoing provisions.

3.05 USE OF FLOAT

- A. Total Float and Contract Float, whether expressly disclosed or implied by the use of float suppression techniques, are not for the exclusive benefit of the Contractor or Owner and will be available to both the Contractor and Owner.
- B. The amount of Total Float available for sharing by the Owner will not be artificially reduced through the Contractor's unreasonable use of float suppression techniques. Total Float hidden using such techniques as preferential sequencing, late starts of follow-up trades, small crews, extended durations, imposed dates, scheduling Work not required for a Contract Time as if it were required Work, and so forth will be Total Float otherwise available for sharing with the Owner.
- C. If the Engineer determines that the Contractor is utilizing unreasonable float suppression techniques and preferential sequencing (including, but not limited to late starts of follow-on trades, unreasonably small crews, extended durations, imposed dates, or scheduling Work not required) in violation of the float sharing provisions of the Contract Documents, the Contractor will not be entitled to any changes in Contract Price or Contract Time.

- D. Early Completion Schedules: Contractor's bid and the Contract Price will be premised upon completion exactly on the Contract Time, without any contemplation of early completion. Contractor will not have a right to finish early. Submittal of a CPM Schedule having an early completion date for any Contract Milestone that is before the corresponding Contract Time will constitute Contractor's agreement that all days between the scheduled early completion date and the Contract Time constitute contract float available to both parties to absorb delays that occur due to any cause. Delays that do not extend the Work beyond the Contract Time will not justify an extension of Contract Time nor will the Owner have any liability under any circumstances for any delay from a planned early completion date.

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Contractor will submit Shop Drawings, product data, and samples, as required by the individual Specification sections, to the Engineer for review in accordance with the provisions of Section 00 72 00 - General Conditions.

1.02 PROGRESS SCHEDULES

- A. Contractor will submit one (1) electronic copy in PDF format of Progress Schedules indicating the starting and completion dates of the various stages of the Work and estimated payments to the Engineer.
 - 1. Proposed Progress Schedules will be submitted to the Engineer prior to the pre-construction meeting.
 - 2. Contractor will distribute hard copies of the Progress Schedules during the pre-construction meeting for discussion.
 - 3. Progress Schedules will be updated by the Contractor and submitted electronically (in PDF format) to the Engineer, as a part of applications for progress payments, through completion of the Work. Failure to update Progress Schedule may be the basis for rejection of Applications for Progress Payments.

1.03 SHOP DRAWING SCHEDULE

- A. Contractor will submit one (1) electronic copy in PDF format of the Shop Drawing Schedule indicating the individual items and submission dates to the Engineer.
 - 1. A preliminary Shop Drawing Schedule in accordance with the requirements in Section 00 72 00 will be submitted by the Contractor prior to the pre-construction meeting.
 - 2. Contractor will distribute hard copies of the Shop Drawing Schedule during the pre-construction meeting for discussion.
 - 3. A final electronic copy of the Shop Drawing Schedule (in PDF format) will be submitted by the Contractor at least ten (10) days prior to submitting the first Application for a Payment.

1.04 SCHEDULE OF VALUES

- A. Contractor, if applicable, will submit one (1) electronic copy in PDF format Schedule of Values of the Work to the Engineer.
 - 1. A preliminary Schedule of Values will be submitted by the Contractor prior to the pre-construction meeting.
 - 2. Contractor will distribute hard copies of the Schedule of Values during the pre-construction meeting for discussion.
 - 3. A final Schedule of Values (in PDF format), prepared in accordance with the Section 00 72 00 and presented in sufficient detail to serve as the basis for payments during construction, will be submitted to the Engineer for review at least ten (10) days prior to submitting the first Application for Payment.

1.05 APPLICATIONS FOR PAYMENT

- A. Contractor will submit one (1) electronic copy in PDF format Applications for Payment to the Engineer in accordance with the provisions of Article 14 of Section 00 72 00.
- B. Applications for Payment will be made on forms provided by or approved by the Engineer.

1. Samples of the Contractor's Application for Payment, Payment Schedule and Engineer's Certificate for Payment forms are included in the Contract Documents and can be obtained in digital format from the Engineer.
- C. Copies of these forms, with Project specific information completed by the Engineer, will be given to the Contractor at the preconstruction meeting or, if applicable, after approval of the final Schedule of Values.
- D. Contractor will submit a completed Payment Schedule with an executed Contractor's Application for Payment and Contractor's Declaration to the Engineer not more often than once per month.
- E. Engineer will certify payments with the use of Engineer's Certificate for Payment.

1.06 SHOP DRAWINGS

- A. Shop Drawings will be presented in a clear and thorough manner. Details will be identified by reference to plan sheet number, detail number if applicable, and Specification Section number, and article number.

1.07 PRODUCT DATA

- A. Product Data will be presented in a clear and thorough manner identified the same as the Shop Drawings. Included with the information will be performance characteristics and capacities depicting dimensions and clearances required.
- B. Manufacturer's standard schematic drawings and diagrams will be modified to delete information which is not applicable to the Work. Manufacturer's standard information will be supplemented to provide information specifically applicable to the Work.

1.08 SAMPLES

- A. Samples will be of sufficient size and quantity to clearly illustrate functional characteristics of the product with integrally related parts and attachment devices depicting full range of color, texture and pattern.

1.09 SUBMISSION REQUIREMENTS

- A. Contractor will make Submittals in accordance with the approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other Contractor. No damages will be awarded, or extension of time granted, due to the Shop Drawing and product data review process.
- B. Contractor will submit an entire package of Shop Drawings and Product Data information for major items of Work so that the Engineer can review the package as a unit.
- C. Contractor will submit one (1) electronic copy in PDF format of Shop Drawings and Product Data information containing the following information at a minimum:
 1. Field dimensions clearly identified as such.
 2. Relation to adjacent or critical features of the Work or materials.
 3. Applicable standards, such as ASTM or Federal Specification Numbers.
 4. Identification of deviations from Contract Documents.
 5. Identification of revisions on resubmittals.
 6. Project Title, Date of Submission, Date of Previous Submission, and Specification Section number.
- D. Contractor will initial or sign Shop Drawings and Product Data submittals, certifying the Contractor's review and approval of Submittal per Section 00 72 00; verification of products, field measurements, field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

- E. Engineer will initial or sign Shop Drawings and Product Data submittal and will indicate the status of the Submittal, or requirements for resubmittal. Engineer will return to the Contractor one (1) electronic copy of the Shop Drawing and/or Product Data submittal (in PDF format) for distribution or for resubmission.

1.10 ENGINEER'S REVIEW

- A. Upon receipt of any Submittal defined above, the Engineer will:
 - 1. Check each for completeness, clarity, correctness, cohesiveness, legibility, and reproducibility.
 - 2. Review each only for general conformity with the Contract Documents as specified in Section 00 72 00.
- B. After review of any Submittal, the Engineer will appropriately affix a stamp, electronic notation box or other means, signifying the Submittal as having received full consideration and review.
- C. The "status" of any such Submittal or portion thereof, as appropriate, will be evidenced by any one or more of the following notations clearly signified by a "X" or other similar mark placed in the box adjacent to the notation:
 - 1. Notations for Engineer's Review:
 - a. No Exceptions Taken
 - b. Note Markings
 - c. Comments Attached
 - d. Rejected
 - 2. Notations for Response Required by Contractor:
 - a. None
 - b. Confirm
 - c. Resubmit
- D. Notation Meanings:
 - 1. Elements marked "No Exceptions Taken" indicate that the Contractor may commence with construction, fabrication or purchase of such items.
 - 2. Elements marked "Note Markings" indicate that the Contractor may commence with construction, fabrication or purchase of such items.
 - a. Proceeds in strict accordance with the Engineer's notes and/or required corrections/deletions/additions indicated thereon;
 - b. Pending appropriate response by the Contractor as further noted.
 - 3. Elements marked "Comments Attached" indicate that further comments or explanations have been affixed to the Submittal, which may require action(s) by the Contractor as further noted.
 - 4. Elements marked "Rejected" indicate that the Contractor must make the required corrections as shown or noted and resubmit such items to the Engineer for further review.
 - 5. Elements marked "None" indicate that the Submittal requires no further action by the Contractor.
 - 6. Elements marked "Confirm" requires the Contractor to provide affirmation to the Engineer regarding comments, notes, markings, etc. made by the Engineer, and to affirm that the Contractor will comply with the comments, notes, markings, etc.

7. Elements marked "Resubmit" indicate that the Contractor may not commence with construction, fabrication or purchase of such items, and that the Contractor must resubmit items for review that comply with the Contract Documents in the event that those originally submitted do not, or with any comments, notes, markings, etc. made by the Engineer.

1.11 RESUBMISSION REQUIREMENTS

- A. Contractor will make corrections or changes in the Submittals required by Engineer and resubmit. Contractor will indicate any changes which have been made other than those requested by the Engineer.

1.12 MANUFACTURER'S OPERATION AND MAINTENANCE DATA

- A. Contractor will submit one (1) electronic copy in PDF format and one (1) bound copy of all operation and maintenance data required per the various Specification sections.
 1. Prior to 50% completion of the Project, Contractor will have submitted one (1) acceptable copy to the Engineer for review.
- B. Final copies of the operation and maintenance data will be bound in a suitable number of 3-inch or 4-inch, 3-ring hard cover binders. Permanently imprinted on the cover will be the words "Manufacturer's Operation and Maintenance Data", Project title, location of the Project, and the date. A table of contents will be provided in the front of each binder to list the various sections in the manual.
- C. The information to be provided in each section of the manual, for each piece of equipment and project component will include, but not be limited to, detailed equipment drawings; sections cut through all of the major equipment and subassemblies; installation and operational procedures; complete wiring and piping schematics; lubrication materials and procedures; maintenance procedures; and parts lists complete enough to permit identification of parts by nomenclature, manufacturer's part number and use.
- D. At the front of each section a maintenance schedule will be provided for each piece of equipment in the section.
 1. The schedule will display the daily, weekly, monthly, semi-annual, annual or fraction thereof, lubrication and preventative maintenance required in order to meet warranty conditions and the manufacturer's recommendations for optimum performance and life of the unit.
 2. A common schedule format is to be developed and used for all of the sections. Photocopies or reproductions of the manufacturer's literature will not be accepted.

1.13 AUDIO/VIDEO ROUTE SURVEY

- A. When required in Section 00 42 43 - Proposal or Section 01 11 00 - Summary of Work, the Contractor will furnish the Engineer with an "Audio/Video Route Survey" record of the existing conditions prior to the start of construction. Contractor must enlist the services of a firm having a minimum of one (1) year experience in audio/video recording of construction projects.
- B. Prior to beginning the audio/video recording, the Contractor will review with Engineer the Project requirements to ensure that the audio/video is adequate for its intended purpose. Owner will have the authority to designate areas for which coverage may be added or omitted. The audio/video recording will be done prior to placement of materials or equipment on the construction area and furnished one (1) week prior to the pre-construction meeting.
- C. Format:
 1. Audio/Video route survey will be submitted in the format(s) as specified in Section 01 11 00.
 - a. Audio/video route survey submission will be on USB media
 - b. Format: USB – Video

- c. Video Encoding: Highest available bit rate (6-9 Megabit), 60 fields per second interlaced video
 - d. Audio Encoding: Uncompressed stereo wave or stereo Dolby Digital (256 kilobit or better)
 - e. Aspect Ratio: 4x3 (720x480 pixels)
 - f. No Macrovision or other copy protection encoding. No region code or region code 1.
- D. Complete coverage will include all surface features located within the public right-of-way, easement areas and adjacent private properties up to building line when such properties lie within the zone of influence of construction and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage will include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, culvert, headwalls, retaining walls, and buildings located within such zone of influence. Video coverage will be clear enough to identify cracks, depressions, holes and other defects in existing surfaces.
- E. Houses and buildings will be identified visually by house number, when visible, in such a manner that structures of the proposed system can be located by reference. In all instances, however, location will be identified by audio or visual means at intervals not-to-exceed 100 linear feet (30 m) in the general direction of travel.
- F. When conventional wheeled vehicles are used, the distance from the camera lens to the ground will be not less than 12 feet (3.5 m) to ensure proper perspective. The rate of speed in the general direction of travel of the conveyance used during recording will not exceed 30 feet/minute (10 m/min). Panning rates and zoom-in, zoom-out rates will be controlled sufficiently such that stop action during play-back will produce clarity of detail of the object viewed.
- G. Video recordings must, by electronic means, display continuously and simultaneously generated transparent digital information in the upper left hand third of the screen to include the date and time of recording, as well as the corresponding engineering stationing numbers as shown on the Contract Drawings.
- 1. The date information will contain the month, day, and year. For example, mm/dd/yy, and be placed directly below the time information.
 - 2. The time information will consist of hours, minutes, and seconds, separated by colons. For example, hh:mm:ss.
- H. Engineering stationing numbers must be continuous, accurate and correspond to the Project stationing and must include the standard engineering symbols. For example, Station 14+84.
- I. Recording will be done during times of good visibility. No recording will be done during periods of visible precipitation, or when more than ten (10) percent of the ground area is covered with snow or standing water, unless otherwise authorized by the Owner.
- J. In some instances, audio/video coverage may not be suitable for recording necessary details. In such instances, the Owner may specify still photographs to provide coverage. One (1) color photograph will be provided in accordance with this Section with a suitable description of the photograph's location.
- K. Any portion of the Audio/Video Route Survey of insufficient quality as determined by the Engineer will be redone by the Contractor at no additional cost to the Owner.
- L. Each USB will be properly identified with the Project Title, location, time, and date in a manner acceptable to the Owner.

1.14 PHOTOGRAPHS

- A. When required in Section 00 42 43 - Proposal or Section 01 11 00 - Summary of Work, the Contractor will furnish the Engineer with a total of 6 to 10 digital color photographs each month during construction of the Project, unless some other number and times is specified in Section 01 11 00 - Summary of Work.
- B. Photos will be in digital format (i.e., JPEG, TIFF, GIF, PNG or PDF) and will have a minimum resolution of 300 dpi.
- C. The following information will be placed on the photo itself or embedded in the digital file:
 - 1. Project Title
 - 2. Contract Number
 - 3. Description of photo's content
 - 4. Date and Time of photo
- D. Contractor will submit photographs monthly along with the Application for Payment as described in Article 14 of Section 00 72 00.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01 45 00 QUALITY CONTROL

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Sampling of materials will be made by the Engineer in accordance with the methods designated by the Specifications. Contractor will furnish such facilities as the Engineer may require for collecting, storing, and forwarding samples to the Laboratory. Contractor will furnish the required samples to the Owner without charge.

1.02 TESTS OF MATERIALS

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

1.03 CERTIFICATION OF MATERIALS

- A. At the request of the Engineer, the Contractor will provide the Engineer with certification that the various materials to be used conform to the standards referred to in the Contract Documents.

1.04 SOURCE QUALITY CONTROL

- A. Testing identified in the Contract Documents for quality control, which is required to establish quality of materials, equipment or fabricated items, will be paid for by the Contractor unless otherwise noted.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SITE ACCESS AND PARKING

- A. Contractor will locate roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, mobilization, Work, storage areas, and other areas required for execution of the Contract. Access drives and parking areas will be hard surfaced unless otherwise approved by the Engineer.
- B. Contractor will maintain driveways a minimum of 15 feet (5 meters) wide between and around combustible materials in storage and mobilization areas.
- C. Contractor will maintain traffic areas as free as possible of excavated materials, construction equipment, products, snow, ice, and debris.
- D. Contractor will not utilize existing parking facilities for construction personnel or for Contractor's vehicles or equipment, unless written permission from owner of parking facility is obtained.

1.02 TRUCKING ROUTE AND PUBLIC ROAD MAINTENANCE

- A. Prior to the start of construction, the Contractor will submit for review a schedule and list indicating the streets and roads within the municipality that Contractor's equipment will use off the Project site.
- B. Contractor will comply with safety requirements, weight restrictions and speed limits.
- C. Gravel and dirt roads or streets used will be maintained by grading, placing dust palliatives and maintenance gravel in sufficient quantities to eliminate dust and maintain traffic.
- D. Paved streets will be maintained in a reasonable state of cleanliness and the Contractor will remove accumulations of debris, dirt or mud caused by Contractor's operations. Removal will be done in such a manner as to prevent the release of dust. This will be done at least every day at the close of each day's operation or additionally when requested by the Engineer.
- E. Roads or streets damaged by the Contractor's operations, will be repaired or removed and replaced to satisfactions of the agency having jurisdiction at no additional cost to the Project.
- F. In order to ensure adequate street maintenance and restoration as outlined above, the Contractor may be required to deposit with the agency having jurisdiction a cash Road Protection Bond. This Bond, if required, will be held in escrow until final release is given by the agency having jurisdiction.
 - 1. In the event the Contractor fails or neglects to maintain or restore the streets to the satisfaction of the agency having jurisdiction, the agency having jurisdiction will have the required maintenance or restoration work done and the cost incurred will be deducted from the Road Protection Bond.
 - 2. At the completion of the Project, the agency having jurisdiction will return the Road Protection Bond less any monies expended by the agency having jurisdiction and will render to the Contractor an accounting of all monies so expended.
- G. Contractor will not store any equipment, supplies, construction material or excess excavated material on any roads or streets unless otherwise approved by the Engineer.

1.03 EMERGENCY ACCESS

- A. Contractor will at all times provide emergency access to property in the vicinity of the construction for police vehicles, fire equipment, ambulances or other emergency vehicles to protect life, health and property. Areas damaged by emergency vehicles will be restored by the Contractor at no additional cost to the Owner.

1.04 PRIVATE OR PUBLIC ROADS, SIDEWALKS, AND PARKING AREAS

- A. Where public roads, driveways, parking areas and sidewalks are encountered throughout the community, the Contractor will maintain those portions affected by the construction operations in a passable condition until such time as final restoration of these improvements can be made as specified.
 - 1. If, in the opinion of the Engineer, the public safety is in danger or the necessity exists for maintaining traffic, the Engineer may direct that backfilling be completed immediately.
 - 2. In the event that the necessary backfill material and equipment are not available when direction is given for immediate backfill, the trench will be backfilled with native material to provide for the necessary maintenance of traffic and safety; however, the native material will be removed within 48 hours and the trench properly backfilled as specified.
- B. Where private roads are encountered throughout the community, the Contractor will maintain those portions affected by its construction operations in a passable condition. These roads will be maintained by the use of 21A road maintenance gravel, stone or slag.
 - 1. In the event the original subbase has been destroyed, the Contractor will furnish and install 1-inch to 2-inch aggregate to stabilize the existing subbase.
- C. Upon completion of the construction activities, the Contractor will shape and regrade these roads leaving them in a condition as good as or better than original, and adequate for normal travel.

1.05 WORK WITHIN RAILROAD COMPANY RIGHT-OF-WAY

- A. Contractor will be responsible for complying with the requirements of the Railroad Company for all Work of the Project and/or temporary crossings for trucking routes. Unless otherwise provided by an item of these Specifications, the Contractor will bear costs and expenses incidental thereto, including, but not limited to, protection, flagmen, construction engineering inspection by the railroad, and incidental work such as drainage facilities and removal, alteration and replacement of railroad fences.

1.06 ROAD CLOSING

- A. No street, road or section thereof will be closed to through traffic unless otherwise provided for on the Plans, Specifications, or authorized by the agency with jurisdiction over the roads. Prior to closing a street, road, or section thereof, the Contractor will provide the Engineer with a copy of a detour plan approved by the agency having jurisdiction over the roads.
- B. In the event roads or streets are to be closed, the Contractor will notify the local fire department, police department, local road authority, ambulance and emergency services, Department of Public Works, public transit authority and public school system daily as to what streets will be partly blocked or closed, the length of time the streets will be blocked or closed and when the streets will be reopened to traffic. Contractor will designate one responsible employee to carry out the requirements of this condition.
- C. During the time that the road is closed, the Contractor will make provision for trash, leaf, and rubbish pickup.

1.07 MAINTAINING TRAFFIC

- A. Contractor will provide access for local traffic to property along the Project by means of temporary roads, drives, culverts or other means approved by the Engineer. Contractor will grade, add surfacing materials, and dust palliatives to such temporary roads and drives as necessary for the proper maintenance of traffic.
- B. Where the shoulder is used to maintain traffic, the shoulder will be graded, surfaced, treated for dust, constructed, or reconstructed, as specified herein or as shown on the Plans.

- C. If the construction work is suspended due to weather conditions, winter shut down or for any other reason, sufficient labor, materials and equipment will be ready for immediate use at all times for the proper maintenance of traffic. Surfacing materials and dust palliatives shall be applied at such times and locations and in such amounts as necessary to safely maintain traffic and as determined by the Engineer.
- D. Where shoulders are low, high, soft or rough, adequate provisions shall be taken to inform and protect the traveling public by means such as construction warning signs, barricades, lighted devices, etc. Such shoulder hazards shall be eliminated as soon as practicable.
- E. Contractor shall furnish, erect and maintain all signs, barricades, lights, and traffic regulators, in accordance with the requirements of the current "Michigan Manual of Uniform Traffic Control Devices".
 - 1. Furnish all flagmen and watchmen as are necessary to maintain and safeguard traffic along the entire Project. Failure to comply with these requirements may be cause for the Owner to issue a stop Work order, which shall remain in effect until all necessary devices are in place and operational. The issuance of a stop Work order shall not be reason for granting additional compensation or an extension to the Contract Time.
 - 2. Furnishing, installing, and maintaining traffic control devices shall be incidental to the Project unless otherwise provided for in the Proposal.

1.08 EXISTING SIGNS

- A. No stop sign, traffic control or warning device or sign shall be taken down until the agency having jurisdiction over the roads has been notified and arrangements for the immediate reinstallation has been made. Contractor shall provide temporary signs, traffic control devices, warning devices, or watchmen continuously from the time the item is removed until it is reinstalled. Signs removed shall be replaced with signs meeting requirements of the agency having jurisdiction over the roads.

1.09 TEMPORARY ELECTRICITY AND LIGHTING

- A. Contractor shall be responsible for and pay all costs for the installation and removal of circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords and shall pay all costs of electrical power used.
- B. Electrical wiring and distribution shall conform to the National Electrical Code as adopted by the State of Michigan.

1.10 TELEPHONE

- A. Contractor is required by MIOSHA regulations to provide telephone service for contacting emergency services. Such emergency telephone service shall also be available for the use of the Owner and Engineer whether or not a field office is required for the Project. Emergency phone numbers are required to be posted per MIOSHA regulations
- B. Contractor shall pay all costs for installation, maintenance and removal, and service charges for local calls to provide service for Contractor's construction site office as well as for the Engineer's field office. Toll charges for calls relating to Project business shall be at the Contractor's expense.

1.11 USE OF WATER

- A. Contractor shall acquire any and all permits, post any bonds and pay all fees required by the local agency having jurisdiction prior to using any hydrant or any other source of water.
- B. Contractor shall reimburse the local community for all water consumed during course of the Project at the current rate as set by the agency having jurisdiction.

1.12 SANITARY PROVISIONS

- A. Contractor shall be responsible for installation, maintenance and removal of temporary sanitary facilities per MIOSHA regulations for use of construction personnel including the Owner and Engineer. Rules and regulations of the State and local health officials shall be observed, with precautions taken to avoid creating unsanitary conditions.

1.13 POTABLE WATER

- A. Contractor shall furnish a supply of potable water per MIOSHA requirements, available for use of construction personnel including the Owner and Engineer.

1.14 MEDICAL SERVICES AND FIRST AID

- A. Contractor shall furnish first aid supplies and a person trained in first aid with a valid first aid certificate, per MIOSHA requirements, available for use of construction personnel including the Owner and Engineer. Contractor shall also furnish a communication system for contacting emergency services. The telephone numbers of the physician, hospital, or emergency services shall be conspicuously posted at the job site.

1.15 POSTAL SERVICE

- A. Residents in this Project area may receive their mail at roadside mailboxes. Since the postal service will not deliver mail to a resident without a mailbox or a mailbox that is not in its proper position, the Contractor shall relocate, replace and repair all mailboxes and posts in a condition and height acceptable to the post office within 24 hours of the removal.
- B. If required, the Contractor shall furnish new posts for the mailboxes if the existing posts are broken or rotted to the extent that they cannot be reused.
- C. Any mailbox damaged by the Contractor's operations or by anyone else while the box is down due to the Contractor's operation, shall be replaced by the Contractor with a new mailbox meeting the postal officials' specifications and the resident's name and address neatly lettered with paint or other acceptable means to the satisfaction of the resident and postal authorities.
- D. The cost for relocating mailboxes shall be incidental to the Project unless otherwise specified in Section 00 42 43 - Proposal.

1.16 NEWSPAPER DELIVERY

- A. Residents in this Project area may receive their newspapers at roadside tubes. Since the resident arranges for newspaper delivery, the Contractor shall notify the resident 24 hours prior to removal of any newspaper tube.
- B. Newspaper tubes damaged by the Contractor while carrying out Contractor's operations or by anyone else while the tube is down due to the Contractor's operation, shall be replaced as agreed between the Contractor and the newspaper who owns the damaged tube. The cost shall be incidental to the Project.

1.17 BUS STOPS AND SHELTERS

- A. Prior to the start of any construction, the Contractor shall notify the transit authority that has bus stops within the area of the Work. Removal, relocation and/or replacement of signs and/or benches shall be the responsibility of the Contractor in accordance with any requirements of the transit authority. The cost shall be incidental to the Project.

1.18 ENGINEER'S FIELD OFFICE

- A. When called for in the Summary of Work, Section 01 11 00 - Summary of Work, the Contractor shall furnish and maintain, for the exclusive use of the Engineer, an approved weatherproof building as a field office. The building shall be located as directed by the Engineer, in full view of the Work and with at least one (1) window facing construction operations.
- B. Engineer's field office shall meet the following minimum requirements:

1. securely fixed to foundation
 2. structurally sound and watertight
 3. stairs and landings for doors as necessary
 4. three hundred (300) square feet (28 m²)
 5. three operable and locking windows with screens and storms.
 6. two locking, standard sized, entrance/exit doors
 7. two telephone lines
 8. two telephone jacks for each line
 9. one telephone
 10. one facsimile machine
 11. 120 volt electrical service per NEC, complete
 12. one 36" x 42" (1m x 1.1m) drafting table
 13. one drafting stool
 14. one 30" x 60" (.75m x 1.5m) desk
 15. one four drawer locking file cabinet
 16. two desk chairs
 17. one plan rack (minimum capacity eight plan sets)
 18. one first aid kit
 19. one 10A:80-B:C fire extinguisher
 20. automatically controlled heating, ventilating, air conditioning system to maintain temperature between 68 and 76 degrees Fahrenheit, year round.
- C. Contractor shall furnish and maintain bottled water and sanitary facilities for the field office. Contractor shall clean the office at least once per week. Contractor shall provide and pay for all utility service throughout the duration of the Project, including telephone service and long distance telephone service.
- D. A trailer having equal facilities and floor space may be used in place of the above described field office if so desired.
- E. The field office shall be furnished with a minimum of an aggregate surfaced driveway and parking area, for the exclusive use of the Engineer, for at least three (3) vehicles. Contractor shall maintain parking area including snow removal.
- F. The cost for furnishing and installing the field office, for furnishing utilities and utility service, and for maintenance of the field office and facilities, unless otherwise specified in the Proposal, will not be paid for separately but shall be included in the price bid for various items of Work under the Contract. The building shall be removed by the Contractor upon completion of the Contract and shall become Contractor's property.

1.19 BY-PASS PUMPING

- A. Contractor shall maintain flow in existing sewers at all times by pumping, bypassing, or fluming as necessary. During wet weather events, the flow in the sewer will rise rapidly and may become surcharged. Contractor shall maintain flow in such a manner as the existing flow can be adequately transported including wet weather flow. Contractor shall furnish, install, operate, and maintain temporary pumping facilities to service the upstream area including piping, temporary channels, pumps, sumps, controls, temporary plugs, and bulkheads.

- B. For sanitary sewerage, by-pass piping shall be PVC Schedule 80, ABS truss pipe, equivalent with solvent welded joints, HDPE with butt fused joints, or _____. Flexible hoses of whatever types are not acceptable. Bypassed flow shall be discharged to a sanitary sewer of acceptable size to handle the bypassed and existing flows. Contractor shall plan construction operations such that there will be no backups, leaks, or discharges of pollutants.
- C. Contractor shall also furnish and have available on-site, redundant pumping facilities in case of any failure of the pumping system including pumps, piping, electrical, connections, etc. Redundant pumping facilities also include having a backup power generator in case the primary power source fails. Contractor shall provide an adequate labor force to oversee the by-pass pumping including providing labor to maintain 24 hour per day operation and emergency backup service.
- D. Costs for pumping and by-passing flow shall be included in the unit price bid for other items of Work unless otherwise specified in the Proposal.
- E. Contractor shall submit a by-pass pumping/diversion scheme to the Engineer for approval not less than 15 calendar days prior to any anticipated by-pass pumping/diversion. The by-pass pumping plan shall include pumping capacity and expected flow rates.

PART 2 PRODUCTS

2.01 BARRICADES, ARROW BOARDS, TEMPORARY PAVEMENT MARKINGS, AND TEMPORARY SIGNS

- A. Barricades, arrow boards, temporary pavement markings, temporary signs, and other traffic control devices shall be in accordance with the current edition of the MDOT Standard Specifications for Construction, and the current edition of the "Michigan Manual of Uniform Traffic Control Devices".

PART 3 EXECUTION (NOT USED)

SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 TRANSPORTATION AND HANDLING

- A. Contractor shall provide for expeditious transportation and delivery of materials and equipment to the Project site in an undamaged condition and on a schedule to avoid delay of the Work. Materials and equipment shall be delivered in original containers or packaging with identifying labels intact and legible.
- B. Contractor shall provide equipment and personnel at the site to unload and handle materials and equipment in a manner to avoid damage. Materials and equipment shall be handled only at designated lifting points by methods to prevent bending or overstressing.

1.02 STORAGE AND PROTECTION

- A. Contractor shall store materials and equipment immediately on delivery, and protect it until installed in the Work.
- B. Products subject to damage by elements shall be stored in weather-tight enclosures with temperature and humidity ranges as required by manufacturer's instructions.
- C. Loose granular materials shall be stored on solid surfaces to prevent mixing with foreign matter.
- D. The place of storage shall be located so as to minimize interference with traffic and to provide easy access for inspection. No material shall be stored closer than 5 feet (1.5 meters) to the edge of a pavement or traveled way open to the public.
- E. Materials that have been stored shall be subject to retest and shall meet the requirements of their respective specifications at the time they are to be used in the Work.
- F. Contractor shall provide protection of stored or installed materials and equipment as necessary to prevent damage from traffic and subsequent operations.

1.03 MANUFACTURER'S INSTRUCTIONS

- A. When the Contract Documents require that installation of Work shall comply with manufacturer's instructions, the Contractor shall obtain and distribute copies of such instructions to parties involved in the installation including two (2) copies to the Engineer.
- B. Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements. Should Project conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.

1.04 PRODUCTS LIST

- A. Within four (4) days of request, the Contractor shall submit a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor, if applicable, to the Engineer.

1.05 CONTRACTOR'S PRODUCT OPTIONS

- A. For products specified only by reference standard, the Contractor shall select any product meeting that standard.
- B. For products specified by naming several products or manufacturer's the Contractor shall select any one of the products or manufacturers named, which complies with the specifications.
- C. For products specified by naming one or more products or manufacturers and "or equal," the Contractor must submit a Substitution Request Form for any product or manufacturer not specifically named, in accordance with Section 00 72 00 - General Conditions.

- D. For products specified by naming only one product and manufacturer, there is no option.

1.06 EQUIPMENT STARTUP AND TESTING

- A. Contractor shall perform a comprehensive startup and demonstration of equipment performance and compliance with the design requirements. When there is more than one mode of operation, the equipment shall be operated in every mode to verify proper operation.
- B. When equipment is to operate in conjunction with other equipment as a system, each piece of equipment shall be operated both by itself and automatically as a system to verify its proper operation.
- C. Contractor is to provide to the Engineer, in advance of startup, a schedule and listing of startup and testing procedures for review by the Engineer. Checklists and diagrams may be required to ensure adequate startup and testing. Engineer may recommend changes to the startup procedure as necessary.
- D. All equipment is to be inspected prior to operation for debris or other obstructions. Equipment is to be properly lubricated and calibrated prior to operation. Contractor shall make all adjustments necessary to assure correct operation. When required, equipment installation and operation is to be witnessed and checked by manufacturer.
- E. When required, the Contractor shall train the Owner's operation and maintenance personnel in the proper operation and maintenance of each piece of equipment and the system as a whole.
- F. Equipment startup is to be witnessed by the Owner and the Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 CLEANING

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

1.02 PROJECT RECORD DOCUMENTS

- A. Contractor will deliver one (1) copy of all Specifications, Plans, Addenda, Shop Drawings and Samples, annotated to show changes made during the construction process, to Engineer upon completion of the Work as record documents. Submittal of the record documents will be made with a transmittal letter containing:
 - 1. Date
 - 2. Project Title and Number
 - 3. Contractors Name and Address
 - 4. Title and Number of each Record Document
 - 5. Certification that each Document as submitted is complete and accurate
- B. Record Documents will include:
 - 1. Annotations, including changes during the execution of the work resulting from Requests of Information, Field Orders, Change Directives, and the as-built conditions which differ from the proposed plans.
 - a. Annotations will include dimensional changes from the proposed plans. Where different from the proposed plans, strike through the proposed dimension and provide the as-built dimension. Changes will be clouded.
 - b. Annotations may also be accompanied by sketches, photos, etc., as appropriate, to demonstrate as-built information or conditions.
 - 2. Underground utilities installed as part of the Project and utilities exposed during execution of the Work. Underground utilities will be surveyed to record their location and elevation. Utility locations will be based upon available Project data (i.e., coordinate system, benchmarks, etc.).
 - a. The utility information shall include:
 - 1) Straight run data every 100-feet.
 - 2) Bends, valves, fittings, wyes/tees, hydrants, etc.
 - 3) Crossings of other utilities.
- C. Record documents will be in Portable Document Format (pdf), full size (i.e., 22" x 34"), in good order and in a legible condition.

- D. Prior to delivery of the project record documents, Contractor will submit draft updates on a monthly basis to Engineer for review.

1.03 OPERATION AND MAINTENANCE DATA

- A. Prior to final inspection or acceptance, Contractor will fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of products, equipment and systems specified in the Contract Documents.
- B. Operation and maintenance data required by the individual Specification sections and the manufacturer's operation and maintenance data required in Section 01 33 00 - Submittal Procedures, will constitute the basis of such instruction.

1.04 START UP

- A. Contractor will coordinate efforts between Owner, Engineer, any equipment manufacturers, subcontractors and governing agencies in the start up of applicable portions of the Work.

1.05 WARRANTIES

- A. Written warranties from the manufacturer shall be provided for major equipment supplied under this Contract. The manufacturer's warranty period shall be concurrent with the Contractor's warranty period. The warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Project Substantial Completion. Owner can request written warranties for equipment not classified as major.

1.06 SUBSTANTIAL COMPLETION

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

1.07 FINAL PAYMENT AND ACCEPTANCE

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SECTION 01 89 00

SITE CONSTRUCTION PERFORMANCE REQUIREMENTS

PART 1 GENERAL

1.01 SCOPE OF WORK

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

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 015713 - Temporary Erosion and Sediment Control
- B. Section 312313 - Subgrade Preparation
- C. Section 312316 - Structural Excavation and Backfill
- D. Section 312319 - Dewatering
- E. Section 312333 - Trenching and Backfilling
- F. Section 321216 - Bituminous Paving
- G. Section 321313 - Concrete Paving
- H. Section 321315 - Sidewalks and Driveways
- I. Section 329219 - Seeding
- J. Section 329223 - Sodding

1.03 REFERENCE STANDARDS

- A. Unless otherwise specified, the Work for this Section shall conform to the applicable portions of the following Standard Specifications:
 - 1. MDOT - Michigan Department of Transportation Standard Specifications for Construction, latest edition.
 - 2. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort

1.04 REQUIREMENTS OF REGULATORY AGENCIES

- A. Contractor shall comply with Section 01 57 13 - Temporary Erosion and Sediment Control. Contractor, at Contractor's expense, shall secure all permits, and post all bonds or deposits required to comply with the Soil Erosion and Sedimentation Control, requirements, being Part 91 of PA 451 of 1994 as amended.
- B. Contractor shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) Storm Water Program for Construction Activities, Part 31 of PA 451 of 1994 as amended.
- C. Contractor shall provide, maintain and remove such temporary and/or permanent Soil Erosion and Sedimentation Control measures as specified on the Plans or as determined by the Engineer.
 - 1. The measures shall prevent surface runoff from carrying excavated materials into the waterways, to reduce erosion of the slopes, and to prevent silting in of waterways downstream of the Work.

2. Measures should include provisions to reduce erosion by the wind of areas stripped of vegetation, including material stockpiles.

1.05 SUBMITTALS

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

1.06 PROTECTION OF PLANT LIFE

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

1.07 PROTECTION OF EXISTING STRUCTURES AND IMPROVEMENTS

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

1.08 MAINTAINING DRAINAGE

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

PART 2 PRODUCTS

2.01 GRANULAR MATERIAL

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

2.02 AGGREGATE FOR SHOULDERS, PARKING AREAS, DRIVEWAYS OR ROADS

- A. Crushed limestone, natural aggregate or slag and meeting the requirements MDOT Section 902.

PART 3 EXECUTION

3.01 DEWATERING

- A. The area within the vicinity of the new Work shall be dewatered prior to commencing any construction activities. The depth of the dewatering shall be sufficient to allow the Work area to remain in a dry condition during the various construction operations.
- B. The costs incurred for furnishing, installing, maintaining and removing the dewatering equipment shall be at the Contractor's expense.

- C. Refer to Section 31 23 19 - Dewatering for additional requirements.

3.02 GENERAL

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

3.03 EXISTING IMPROVEMENTS

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

3.04 EXISTING UTILITIES

- A. When existing utilities are shown on the Plans, their locations are approximate only, as secured in the field investigation and/or from available public records. Contractor, prior to the start of construction, shall contact 811 and the public agency or utility having jurisdiction to request the verification of all utilities within the construction area.
- B. When existing utility lines, structures or utility poles are encountered during the performance of the Work, the Contractor, at Contractor's expense, shall perform construction operations in such a manner that the service will be uninterrupted.
- C. Contractor shall expose all existing utility lines prior to any excavation operation, to determine any conflict with the proposed improvement. Contractor shall be responsible for any relocation required as a result of any conflict of existing utilities shown on the plans, with the proposed improvement.
- D. Should it become necessary to move any utility structure, line or pole shown on the Plans or otherwise found necessary to be moved, the Contractor shall make all arrangements with the owner of the utility for the moving. Costs incurred for such moving shall be at the Contractor's expense unless indicated otherwise. However, before disturbing a utility line, structure or pole, the Contractor shall furnish the Engineer with satisfactory evidence, in writing, that proper arrangements have been made with the owner of the utility.

3.05 UTILITY POLES

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

3.06 EXISTING SEWERS, TILE, AND MAINS

- A. Existing sanitary sewers, storm sewers, drain tile, septic tank bed tiles, water mains or building services or leads, that are encountered during the performance of the Work that require relocation or are damaged, shall be restored with new materials equal in quality and type to the materials encountered.
- B. The new material shall be installed as specified in the Contract Documents and per the requirements of the local agencies. The bedding and backfill material, unless otherwise

specified, shall be an approved Class II granular material, compacted to 95% of its maximum unit weight.

- C. Seepage bed tile and water mains shall be replaced in accordance with the requirement of the agency having jurisdiction.
- D. The relocation or protection of existing sewers, tiles, tile field, water mains or building services and leads shall be at the Contractor's expense, unless otherwise indicated in the Contract Documents.

3.07 EXISTING STRUCTURES

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

3.08 EXISTING BUILDINGS

- A. Existing buildings or structures may be encountered throughout the Project within limits of the presently established right-of-way or easement. Good construction methods and procedures shall be employed by the Contractor, at Contractor's expense, to protect the structures.
- B. When it becomes necessary for the Contractor to move one of these buildings or structures in order to proceed with construction, the Contractor, at Contractor's expense, shall exercise all due care in moving the building or structure to prevent undue damage.
- C. Prior to moving an existing building or structure, the Contractor shall furnish the Engineer with satisfactory evidence, in writing, that proper arrangements have been made with the owner.
- D. Unless otherwise specified in the Contract Documents, the length of the move shall be maintained to a minimum which will allow for construction of the improvement.

3.09 REMOVAL OF SEWERS AND CULVERTS

- A. Unless otherwise specified in the Contract Documents, the Contractor, at Contractor's expense, shall remove any abandoned culvert, pipe, sewer, structure or part of a structure which is to be replaced or rendered useless by the new construction.
- B. When a sewer or culvert is removed at a structure, the Contractor shall install a masonry bulkhead in the structure.
- C. Removal of a culvert or sewer also includes the removal and disposal of any end treatments or headwalls.

3.10 REMOVAL OF STRUCTURES

- A. The removal of existing structures shall consist of removing and salvaging the existing frame and cover. The ends of the existing pipe shall be plugged and braced. The complete structure shall be removed entirely and disposed of. The excavation shall be backfilled with sand and compacted to 95% of its maximum unit weight. Maximum unit weight shall be determined by ASTM D698, Method B.
- B. If a structure is to be removed from a system that is to remain in service, a bypass system, approved by the Engineer, shall be installed and maintained by the Contractor, during the rebuilding period.

3.11 ABANDONING STRUCTURES

- A. The structure shall be broken down to at least 30 inches below the subgrade.

- B. Pipes connected to the structure shall be plugged with a brick, masonry or concrete bulkhead approved by the Engineer.
- C. The structure shall be backfilled with flowable fill to 12 inches above the pipes and the remainder of the structure backfilled with sand-cement mixture at a 10 to 1 ratio to subgrade elevation or to 12 inches below finished grade.
- D. The remainder of the excavation shall be backfilled with a granular material, compacted to 95% of its unit weight, and shall meet with the approval of the Engineer. Maximum unit weight shall be determined by ASTM D698, Method B.

3.12 SALVAGED MATERIAL

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

3.13 CROP DAMAGE

- A. In areas where crops are encountered along the route of the construction, a written agreement shall be arrived at by the Contractor and the crop owner as to the type and nature of the crop concerned prior to any construction within the area.
- B. Contractor shall be responsible for making full reimbursement to the owner of the crop damage on the basis of the following procedure:
 - 1. The area of the crop damage shall be determined by measurements taken by the Engineer, and this area shall include those portions of the crop which may extend into the public right-of-way.
 - 2. The average yield of the crop shall be established by the County Office of the U.S. Agricultural Extension Service.
 - 3. The cost of the crop shall be determined by using the prevailing price at the time of harvest as furnished by the U.S. Agricultural Extension Service.
- C. Contractor shall furnish the Engineer with satisfactory evidence that payment for crop damage was made, prior to receiving final payment on the Project.

3.14 REMOVE AND REPLACE TREE

- A. Tree removal and replacement may be accomplished in two ways.
 - 1. Contractor may completely remove and dispose of the existing trees, and after the new improvement has been completed, tested, accepted and rough grading has been completed, the Contractor shall plant new trees, in approximately the same location as the existing trees, of size and species per the landscaping plans included in the Drawings.
 - 2. Contractor may remove and preserve the existing trees.
 - a. The trees shall be properly cared for and maintained in a healthy condition.
 - b. After the new improvement has been installed, tested, accepted and rough grading completed, the trees shall be replanted in approximately the same location.
 - c. Any trees damaged, destroyed or which die, shall be replaced at no additional cost.
- B. Trees, whether replanted or planted new, shall be guaranteed for a period of one year(s) from the date of Substantial Completion.

3.15 REMOVING PAVEMENT

- A. Removal of concrete and bituminous pavement as called for on the Plans shall consist of removing and disposing of pavement and shall include base courses, surface courses, integral and separate curbs, integral and separate curb and gutters, sidewalks and end headers.
- B. Pavement shall be removed to an existing joint or cut parallel to the existing pavement joints.

- C. Cutting shall be accomplished by using a power-driven concrete saw approved by the Engineer. The depth of the saw cut shall be a minimum of 6 inches, to insure that the removal of the old pavement will not disturb or damage the section of pavement remaining in place.
- D. Residual concrete pavement shall not be less than 5 feet measured transversely, nor less than 6 feet longitudinally measured from a joint.
- E. In removing a concrete base course, where part of the existing bituminous surface is to remain in place, the bituminous surface shall be cut the full depth by the use of a power-driven saw, approved by the Engineer along a line parallel to and at least 12 inches from either side of the base course removal.
- F. Old pavement with a concrete cap shall be considered as only one (1) pavement, whether or not there is a separation layer of earth, aggregate, or bituminous material between the old material and the concrete cap.
- G. Removal of Curb for Curb Drop:
 - 1. Where curb is to be removed for a curb drop, the operation shall be performed by saw cutting or by cold milling, approved by the Engineer, so as to leave a neat surface with a maximum 1 inch lip, without damage to the underlying pavement.
- H. Removal of Curb and Gutter:
 - 1. Where curb and gutter are to be removed, the operation shall be performed by saw cutting. The limits of the removal shall be as called for on the Plans, or as approved by the Engineer. However, in no case shall the width of removal be less than 18 inches for sections with rolled or straight curb or less than 24 inches for mountable curbs.
- I. If during the pavement removal operation any concrete or bituminous pavement or surfacing is damaged beyond the removal limits designated, the damaged pavement or surfacing shall be removed and replaced at the Contractor's expense.
- J. Earth removed during the pavement removal operation shall be replaced by backfilling to the proposed subgrade with a suitable material, approved by the Engineer, at the Contractor's expense.

3.16 GUARDRAIL

- A. Beam guardrail shall be relocated or shall be removed as specified on the Plans or as determined by the Engineer. If the existing material is damaged or destroyed, the Contractor shall replace the material at Contractor's expense.
- B. Where guardrail is encountered during construction, and its removal was not called for on the Plans, it shall be replaced or restored, at the Contractor's expense, to a condition comparable to that prior to construction.
- C. After the guardrail removal or relocation operations are complete, all surplus material shall be removed and disposed of by the Contractor, at Contractor's expense, unless otherwise called for in the Contract Documents.
- D. Holes or voids resulting from the guardrail removal operation shall be backfilled with a Class II granular material, approved by the Engineer.

3.17 FENCES

- A. Fences shall be removed and replaced or shall be removed as indicated on the Plans. If any of the existing material is damaged or destroyed, the Contractor shall replace the material at Contractor's expense.
- B. Where fencing is encountered during construction, and its removal was not called for on the Plans, it shall be replaced or restored, at the Contractor's expense, to a condition comparable to that prior to construction.

- C. After the fence removal or relocation operations are complete, surplus material shall be removed and disposed of by the Contractor, at Contractor's expense, unless otherwise called for in the Contract Documents.
- D. Holes or voids resulting from the fence removal operation shall be backfilled with a suitable material, approved by the Engineer.
- E. Where fences are encountered that are being used to confine livestock or to provide security, the fence shall be immediately replaced following construction. During construction, the Contractor, at Contractor's expense, shall provide, install and maintain a temporary fence, meeting the approval of the Engineer.

3.18 HOLES

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

3.19 RESTORATION IN RIGHT-OF-WAY AND YARD AREAS

- A. Right-of-way and yard areas not paved or aggregate surfaced shall be restored in accordance with the type and location specified herein unless indicated otherwise on the Plans. Disturbed areas may be shaped by "Machine Grading" or another method approved by the Engineer to achieve the cross section, line and grade shown on the Plans. Areas where slopes are 1 on 4 or flatter shall be restored with topsoil, seed and mulch. Slopes steeper than 1 on 4 shall be restored with sod.
- B. Excess material from the restoration operation shall be disposed of by the Contractor at Contractor's expense.
- C. Disturbed areas shall be graded to receive either topsoil and seed or topsoil and sod. The topsoil, seed, sod, fertilizer and mulch shall conform to the requirements specified on the Plans and in Section 329219 or 329223.
- D. Contractor, at Contractor's expense, shall furnish, place, and compact any additional fill, meeting the approval of the Engineer, needed to restore the disturbed areas to the cross sections called for on the Plans or as determined by the Engineer.

3.20 RESTORATION OF AGGREGATE SURFACES

- A. Shoulders:
 - 1. The shoulder shall be regarded as the area between the edge of pavement and the ditch, or the area within 10 feet of the pavement, whichever is the lesser.
 - 2. The backfilling of trenches in the shoulder area shall be carried to within 5 inches of the existing surface as specified under Trench "A" or Trench "B" of Section 312333. The remaining depth shall be backfilled with a minimum of 5 inches of compacted 22A or 23A aggregate with calcium chloride applied, at the rate of 6 pounds per ton of aggregate.
 - 3. Contractor, at Contractor's expense, shall furnish, place and compact all materials necessary to complete the backfilling and restoration operation within the shoulder area.
- B. Driveways and Parking Areas:
 - 1. Aggregate driveway areas shall be regarded as the area from the right-of-way line to the edge of the traveled roadway and shall include the shoulder area.
 - 2. Backfilling of trenches crossing aggregate surfaced driveways and parking areas shall be carried to the bottom of the proposed base course as specified under Trench "B". The remaining depth shall be backfilled with a minimum of 6 inches of compacted 22A or

- 23A aggregate, with calcium chloride applied at the rate of 6 pounds per ton of aggregate.
3. Aggregate surfaced areas beyond the limits of the actual excavation which are disturbed, as determined by the Engineer, by such operations as temporary storage of materials or passage of equipment, shall be resurfaced, at the Contractor's expense.
 - a. The upper three 3 inches of disturbed areas shall be removed as necessary to allow the final elevation of the resurfacing course to be at the elevation of the drive or parking area which existed prior to excavation.
 - b. Disturbed area shall be resurfaced with a minimum of 3 inches of 22A or 23A compacted aggregate, with calcium chloride applied at the rate of of aggregate.
 4. Contractor, at Contractor's expense, shall furnish, place, and compact all materials necessary to complete the backfilling and restoration operations within the driveway and parking area.
- C. Roads and Streets:
1. Backfilling of trenches crossing aggregate surfaced roads or streets shall be carried to within 12 inches of the existing surface as specified under Trench "B" of Section 31 23 33 - Trenching and Backfilling. The remaining depth shall be backfilled with two 6 inches layers of compacted 22A or 23A aggregate, with calcium chloride applied at the rate of 6 pounds per ton of aggregate.
 2. Contractor, at Contractor's expense, shall furnish, place, and compact all materials necessary to complete the backfilling and restoration operations within the roadway or street area.
 3. Also, settlement of the aggregate surface shall be restored by placing additional aggregate, up to the original grade, and shall be done at the Contractor's expense.
- D. Compaction
1. Compaction of aggregate shall be performed by a pneumatic-tired roller or a vibratory compactor until the material forms a stable surface.

3.21 RESTORATION OF PAVED SURFACES

- A. Contractor shall furnish and provide the materials necessary to complete the backfilling and restoration operations, which shall include furnishing, compacting, forming, placing, rolling, floating, jointing, finishing, curing and providing protection against elements.
- B. Restoration of any roadways that are partially damaged shall include a minimum replacement of one (1), full width lane of roadway. The length of replacement shall be at least equal to the width.
- C. Concrete:
1. The backfilling of trenches crossing concrete driveways, sidewalks, roads, streets or parking areas shall be carried to the bottom of the proposed pavement as specified under Trench "B" of Section 31 23 33 - Trenching and Backfilling.
 2. Unless otherwise specified on the Plans or as determined by the Engineer, the concrete removed shall be replaced with 3500 psi concrete of the thickness removed and shall include reinforcing equal to the existing, if the existing pavement was reinforced.
 3. The construction of concrete pavements shall be in accordance with Section 31 23 33 - Trenching and Backfilling.
 4. Restoration of sidewalks shall also include the construction of sidewalk ramps at the intersection of the curb and shall conform to the current rules and regulations of the state of Michigan and to Section 32 13 15 - Sidewalks and Driveways, and unless otherwise indicated in the Proposal, shall be considered incidental to the Project.

D. Bituminous

1. The backfilling of trenches crossing bituminous driveways, sidewalks, roads, streets or parking areas shall be carried to the bottom of the base course as specified under Trench "B" of Section 31 23 33 - Trenching and Backfilling.
2. Bituminous pavement or bituminous surface course with an aggregate base shall be replaced in accordance with Section 32 12 16 - Bituminous Paving.
3. Bituminous surfaced areas beyond the limits of the actual excavation which are disturbed by such operations, as temporary storage of materials or passage of equipment, shall be resurfaced with an approved bituminous mixture the same thickness as removed, but in no case less than 2 inches in thickness. Replacement material shall extend to smooth-cut edges, shall be uniform in direction and shall be at an elevation which provides a uniform surface between the undisturbed abutting surfaces.
4. Restoration of any bituminous chip seal shoulders that are damaged or partially damaged, as determined by the Engineer, shall include complete replacement full width and length (extending a minimum of 25 feet beyond the damaged area both ways). Existing bituminous chip seal shoulders shall be brought to proper grade with compacted 22A or 23A aggregate and resurfaced with a double chip seal per Section 32 12 16 - Bituminous Paving .

3.22 SOIL EROSION AND SEDIMENTATION CONTROL

- A. Contractor shall comply with the requirements of Section 015713. Prior to commencing any type of earthwork, the Contractor shall obtain a Soil Erosion and Sedimentation Control permit from the local enforcing Agency.
- B. Contractor shall obtain all approvals, secure all permits and post all bonds and deposits required to comply with the Soil Erosion and Sedimentation Control Act, Part 91 of PA 451 of 1994, as amended, and those of the enforcing agency.
- C. Contractor shall provide the Engineer with a copy of the soil erosion permit issued by the local enforcing agency for the Project, prior to commencing any type of earthwork on the Project.

3.23 EXCESS EXCAVATION

- A. Excess excavation shall be defined as all surplus earth material realized from the construction that is free of brush, roots, stumps, broken concrete, pipe, debris, and other extraneous material.
- B. Contractor, when requested by the Owner, shall transport excess excavation to a site(s) designated by the Owner.
 1. Excess excavation shall be graded by the Contractor to provide positive surface drainage of the site(s).
 2. Grading shall be done such that adjacent properties are not damaged or affected. The grading shall include removal of all surface irregularities to provide a smooth surface ± 3 inches.
- C. When the excess excavation has not been requested by the Owner, the Contractor shall remove and properly dispose of the material at no additional cost to the Owner.
- D. Proper disposal of all excess excavation, including transportation, grading, and protection of adjacent properties shall be considered as a final cleanup item. No additional payment will be made for this item.
- E. Brush, roots, stumps, broken concrete, pipe, debris, and other extraneous material from the construction shall become the property of the Contractor, and shall be disposed of per all applicable Laws, rules or regulations. Removal and disposal of this material shall be considered as part of final cleanup. No additional payment will be made for this item.

- F. Owner approval of the final site(s) condition in writing will be required prior to final payment authorization.

SECTION 32 17 23 PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes pavement markings complete with materials, layout of markings and preparation of pavement surfaces.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 22 00 - Unit Prices
- B. Section 01 33 00 - Submittal Procedures

1.03 REFERENCE STANDARDS

- A. Unless otherwise specified, the Work for this Section shall conform to the applicable portions of the following Standard Specifications:
 - 1. ASTM D4505: Standard Specification for Preformed Retroreflective Pavement Marking Tape for Extended Service Life
 - 2. ASTM D4592: Standard Specification for Preformed Retroreflective Pavement Marking Tape for Limited Service Life
 - 3. AASHTO M 247: Standard Specification for Glass Beads Used in Pavement Markings
 - 4. AASHTO M 249: Standard Specification for White and Yellow Reflective Thermoplastic Striping Material (Solid Form)
 - 5. AASHTO MP 24: Standard Specification for Waterborne White and Yellow Traffic Paints
 - 6. FS TT-P-1952: Paint, Traffic And Airfield Marking, Waterborne
 - 7. MDOT: Michigan Department of Transportation, Standard Specifications for Construction, latest edition

1.04 REQUIREMENTS OF REGULATORY AGENCIES

- A. Where applicable pavement markings shall conform to the current requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) issued under provisions of the Michigan Vehicle Code, Act 300, PA 1949, as amended.

1.05 SUBMITTAL OF MANUFACTURER'S LITERATURE

- A. Submit manufacturer's literature of all paints to be used in the Work. Manufacturer's literature shall show paint: type, texture, color, temperature limitations, recommended use, spreading rate, drying time, and cleanup.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials to the Project site in original, unopened waterproof containers. Packaging containers shall bear manufacturing labels intact and legible.
- B. The label shall contain the following information: name and address of manufacturer, shipping point, trade mark or trade name, kind of paint, formula, amount in U.S. gallons, date of manufacture and lot number, type of paint and AASHTO Specification Number.
- C. Store all materials in waterproof containers, under protective covering, off the ground and away from extreme heat or cold until ready for use.
- D. Handling of materials shall be in accordance with the manufacturer's recommendations.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Contractor shall comply with the appropriate environmental limitations (air temperature, pavement temperature, and relative humidity) as outlined in MDOT Section 811.03.D.

PART 2 PRODUCTS

2.01 REGULAR DRY TRAFFIC MARKING PAINT

- A. Regular drying pavement marking paint in white and yellow colors shall comply with MDOT Section 920.
 - 1. Regular Dry traffic paint shall be selected from MDOT's Qualified Products List.

2.02 WATERBORNE PAVEMENT MARKING PAINT

- A. Waterborne pavement marking material in white and yellow colors shall comply with FS TT-P-1952 (Type I, II, or III), AASHTO MP 24 and MDOT Section 920.
 - 1. Waterborne pavement marking paint shall be selected from MDOT's Qualified Products List.

2.03 THERMOPLASTIC PAVEMENT MARKINGS

- A. Hot applied thermoplastic pavement markings in white and yellow colors shall conform to AASHTO M 249, white and yellow thermoplastic striping materials (solid form), and MDOT Section 920.
 - 1. Hot applied thermoplastic paving marking and shall be selected from MDOT's Qualified Products List.

2.04 COLD PLASTIC PAVEMENT MARKINGS

- A. Preformed cold plastic pavement markings in white and yellow colors shall comply with ASTM D4505 and conform to MDOT Section 920.
 - 1. Cold applied plastic pavement markings and shall be selected from MDOT's Qualified Products List.

2.05 POLYUREA PAVEMENT MARKINGS

- A. Two-component, polyurea pavement marking material in white and yellow colors shall conform to MDOT Section 920.
 - 1. Polyurea pavement marking material shall be selected from MDOT's Qualified Products List.

2.06 TEMPORARY PAVEMENT MARKING TAPE

- A. Temporary Pavement Markings shall comply with ASTM D4592, Type R and Type NR and shall conform to MDOT Section 922.06.A.
 - 1. Temporary Pavement Markings shall be selected from MDOT's Qualified Products List.

2.07 GLASS BEADS

- A. Glass beads for reflectorizing white and yellow paint markings of pavement by the drop-in method on fresh paint stripes shall comply with AASHTO M 247 and conform to MDOT Section 920.02.
 - 1. Glass beads for use in pavement markings for the type of paint specified shall be selected from MDOT's Qualified Products List.

PART 3 EXECUTION

3.01 VERIFICATION OF EXISTING CONDITIONS

- A. Prior to the placing of any pavement markings, examine the limits of the new Work and ascertain that the existing surfaces are adequate to receive the material to be installed.

3.02 PREPARATION OF SURFACE

- A. Surfaces to be painted must be thoroughly dry and free from dirt, loose paint, oil, grease, wax and other contaminants.
- B. Costs incurred for removing and disposing of unsuitable materials in preparation of the surfaces to receive the new Work, shall be incidental to the price paid for the pavement markings.

3.03 PERFORMANCE - GENERAL

- A. Pavement marking operation shall be limited to the type of Work and the limits as specified on the Plans. If additional area is required by Contractor for storage of equipment or supplies, Contractor shall furnish Engineer with written permission obtained from the property owner of the storage area, permitting the storage.
- B. Unless otherwise specified on the Plans or approved by Engineer, Contractor shall conduct his operations and use of his equipment in such a manner that traffic will be maintained throughout the Project.
- C. For Work within public rights-of-way and other areas as determined by Engineer, the provisions for maintaining traffic shall be as specified in the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). Costs incurred in maintaining traffic shall be at Contractor's expense.
- D. Contractor's equipment shall have sufficient paint capacity to enable sustained pavement marking operations and shall be equipped so as to assure uniform application of the paint and thermoplastic pavement markings.
 - 1. Equipment shall have mechanical bead dispensers or pressurized bead dispensers. In general, the equipment shall be that necessary to accomplish the marking operations in a safe, efficient, and workmanlike manner.
 - 2. For parking lots and other small areas, approved portable equipment and use of hand methods will be allowed.
- E. The color of the paint, and the width or type of markings shall be as specified on the Plans or as directed by Engineer.
- F. Markings shall be applied so that they adhere adequately to the surface.
- G. Markings shall be applied in accordance with the applicable requirements of MDOT Section 811 for permanent pavement markings or MDOT Section 812.03 for temporary pavement markings.
 - 1. Unless otherwise specified, removal of temporary pavement markings shall be incidental to the Project.

3.04 LAYOUT FOR MARKINGS

- A. Layout work necessary for the location and placing of markings, as specified on the Plans or as determined by Engineer, shall be the responsibility of Contractor and shall be at his expense.

3.05 APPLICATION OF WATERBORNE MARKINGS

- A. Waterborne paint shall be applied when the air temperature is 50 degrees F or higher and the pavement is dry.
- B. Contractor shall be responsible for making the decision to apply waterborne paint on any specific day when there is a high probability of rain in the forecast.

1. If applied lines are washed away because of rain, Contractor shall be responsible for re-applying the lines at no additional expense to Owner.
- C. Waterborne pavement marking materials may be placed immediately on new bituminous pavement.
 1. Waterborne pavement marking material shall not be placed before May 1, or after October 1.
- D. Waterborne paint shall be applied with an application thickness of 15-mil and 8-mil dry thickness. Glass beads shall be added at the rate of 32 lbs per mile per 4 inch line, during the application process.

3.06 APPLICATION OF PRE-FORMED HOT-APPLIED THERMOPLASTIC MARKINGS

- A. Since subsurface moisture can be present in amounts sufficient to affect proper bonding of the hot-applied thermoplastic material, Contractor shall be responsible for insuring that the pavement is free of excess moisture that may effect proper bonding prior to beginning work.
- B. Testing for moisture shall be documented and provided to Engineer.
- C. Minimum ambient air temperature shall be 48 degrees F and rising at the start of marking operations. If work is started and the air temperature falls below 45 degrees F, and continual cooling is indicated, all work shall be stopped. The minimum pavement temperature is 50 degrees F.
- D. Thermoplastic material shall be heated and applied within the temperature range recommended by the manufacturer.
 1. Thermoplastic material shall not be placed before May 14, or after October 1.

3.07 APPLICATION OF POLYUREA PAVEMENT MARKINGS

- A. Polyurea pavement markings shall not be applied over existing non-polyurea pavement markings.
- B. Existing non-polyurea pavement marking shall be completely removed before applying polyurea pavement markings.
- C. Remove curing compounds from concrete pavement.
- D. Apply at 15 to 25-mil thickness. Pavement shall be clean and dry. Pavement temperature shall be 40 degrees F higher unless otherwise approved by Engineer.

3.08 TOLERANCES

- A. New markings and/or retraced markings shall be placed, with reasonable tolerance, in their proper locations.
- B. Incorrect or misplaced markings shall be obliterated and remarked in accordance with Engineer's instructions.
- C. Costs incurred to obliterate and remark incorrect or misplaced markings will be at Contractor's expense.

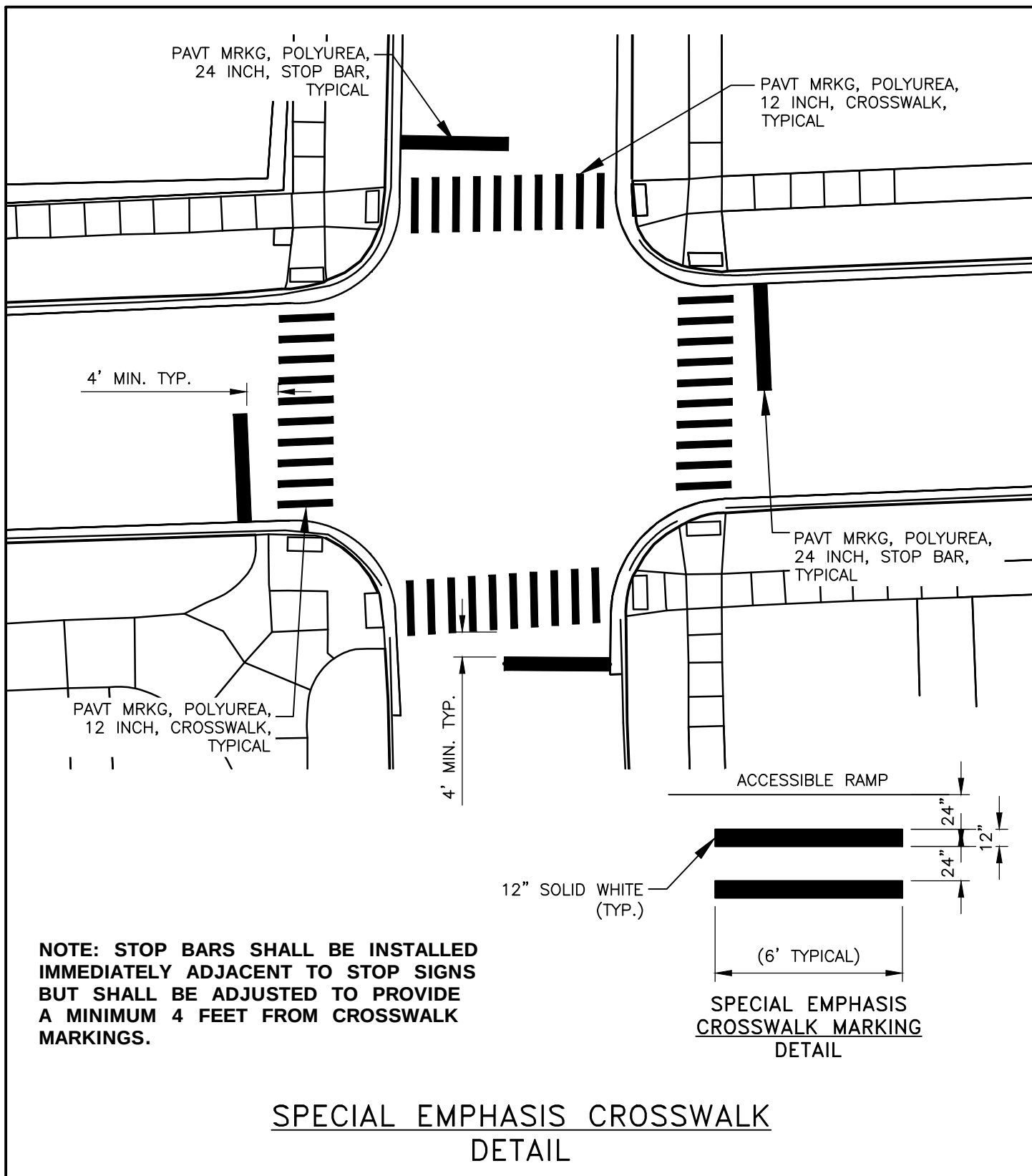
3.09 PROTECTION OF MARKINGS

- A. Protection of the wet paint and thermoplastic pavement markings shall be the responsibility of Contractor, and all costs incurred to provide the protection will be at his expense.

3.10 WEATHER AND TIME LIMITATIONS

- A. Markings shall not be placed when rain is threatening or when the surface to be painted is wet.
- B. Pavement marking shall be performed during the period May 1 to November 1, unless otherwise approved in writing by Engineer.

- C. No markings shall be applied when the air temperature is less than 50 degrees F, as determined by Engineer.



CITY OF DEARBORN HEIGHTS
WAYNE COUNTY, MICHIGAN

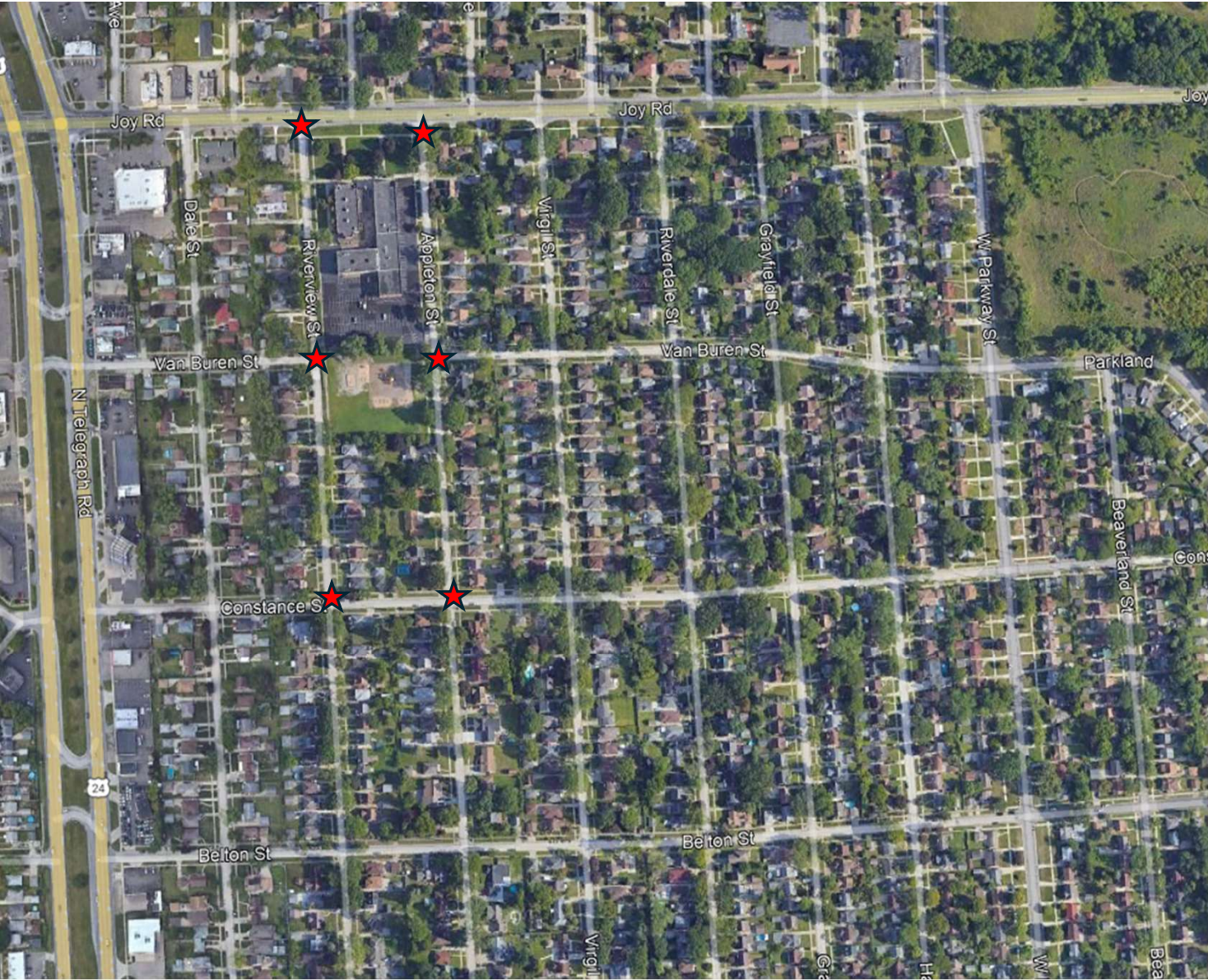
DEARBORN HEIGHTS
PEDESTRIAN CROSSING
ASSESSMENTS



25251 Northline Rd.
Taylor, MI 48180
734.947.9700
www.wadetrim.com

SEC.	,	,
BOOK #:	PAGE #:	
DR BY: KB	COMP BY:	
CK BY: LP	SRVY BY:	
JOB #:	DHT2622.01T	
SHEET:	1	OF 1

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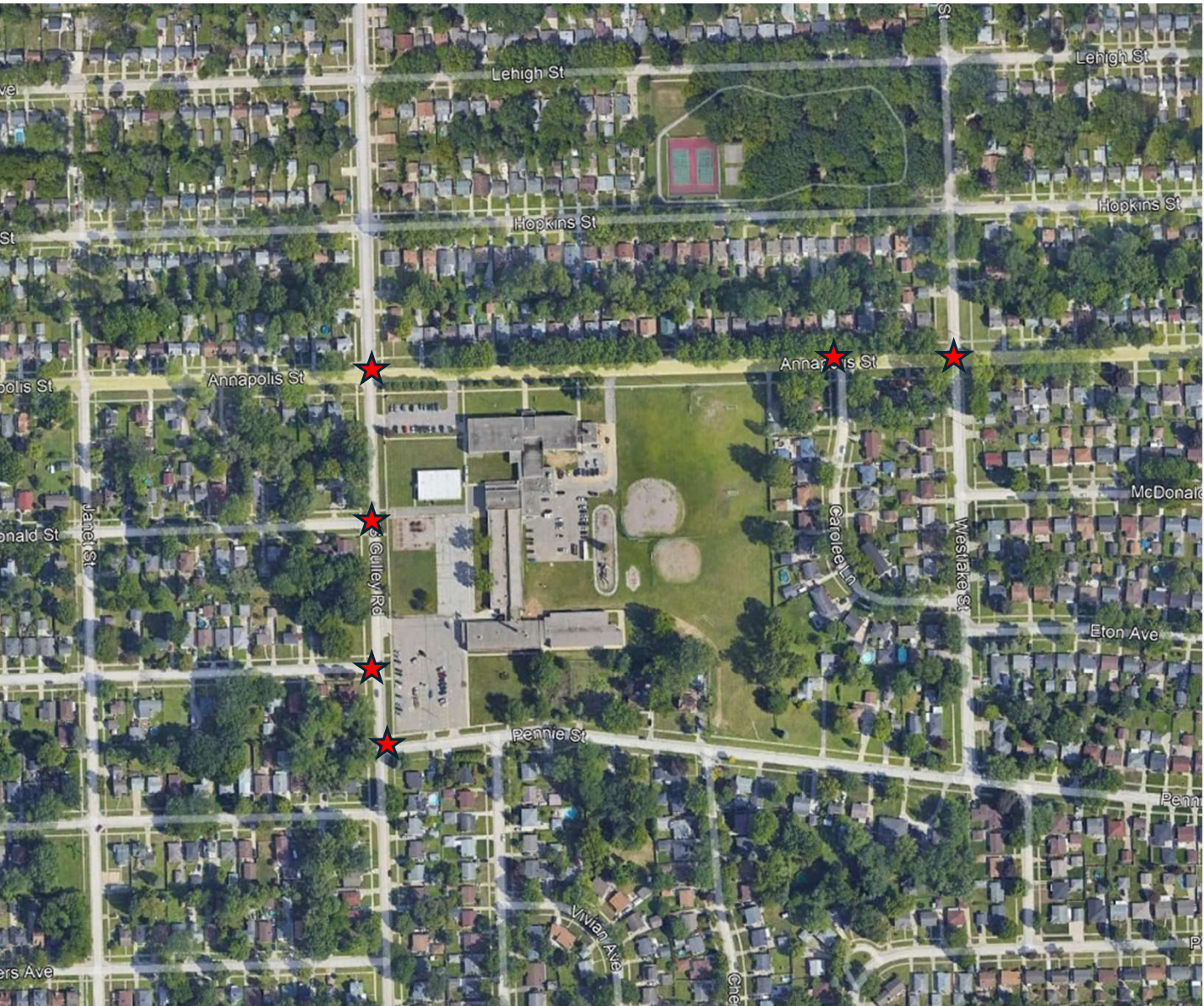


City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T

Global Heights

Legend

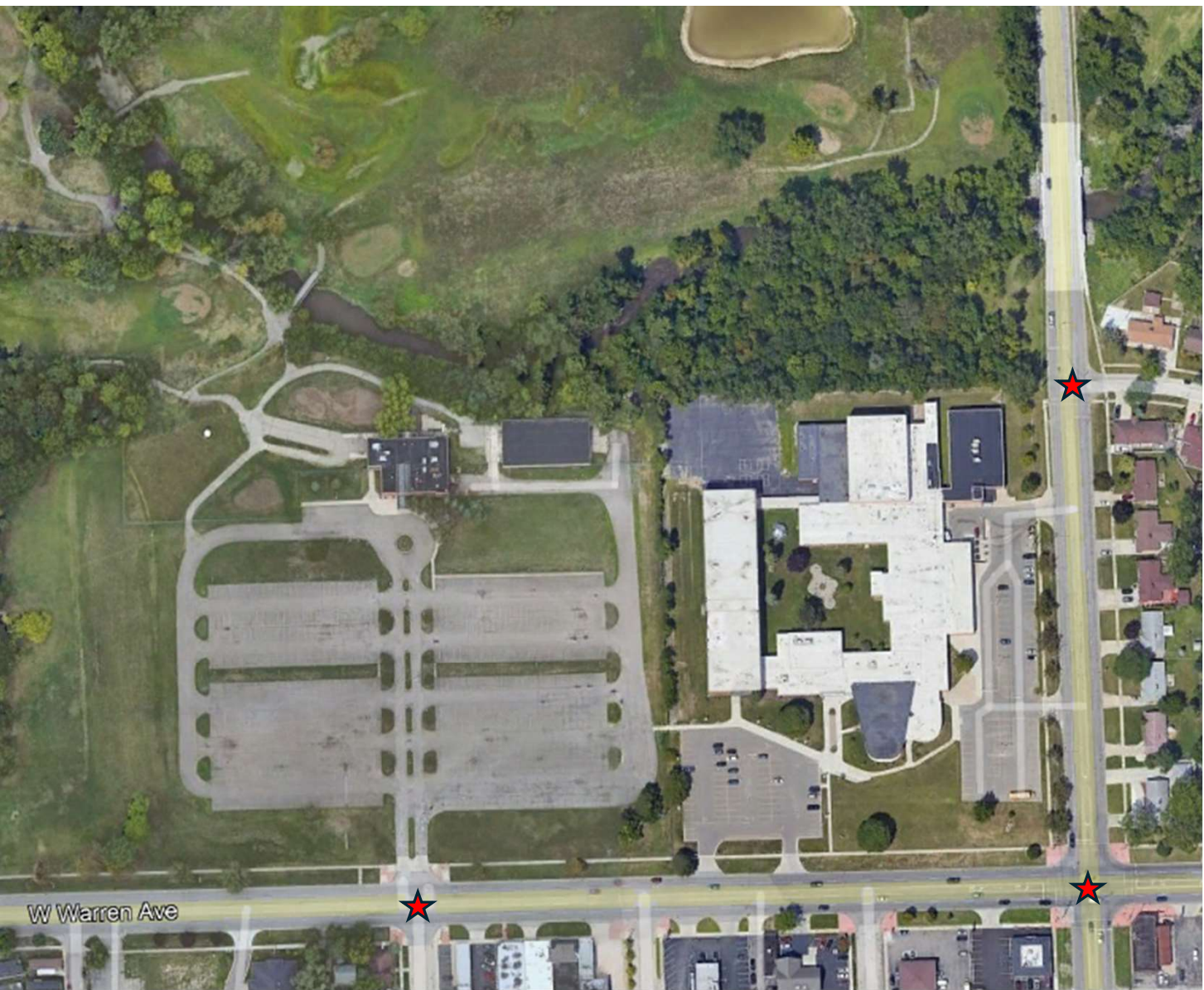
★ Base Bid Crosswalks



City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T
Thorne

Legend

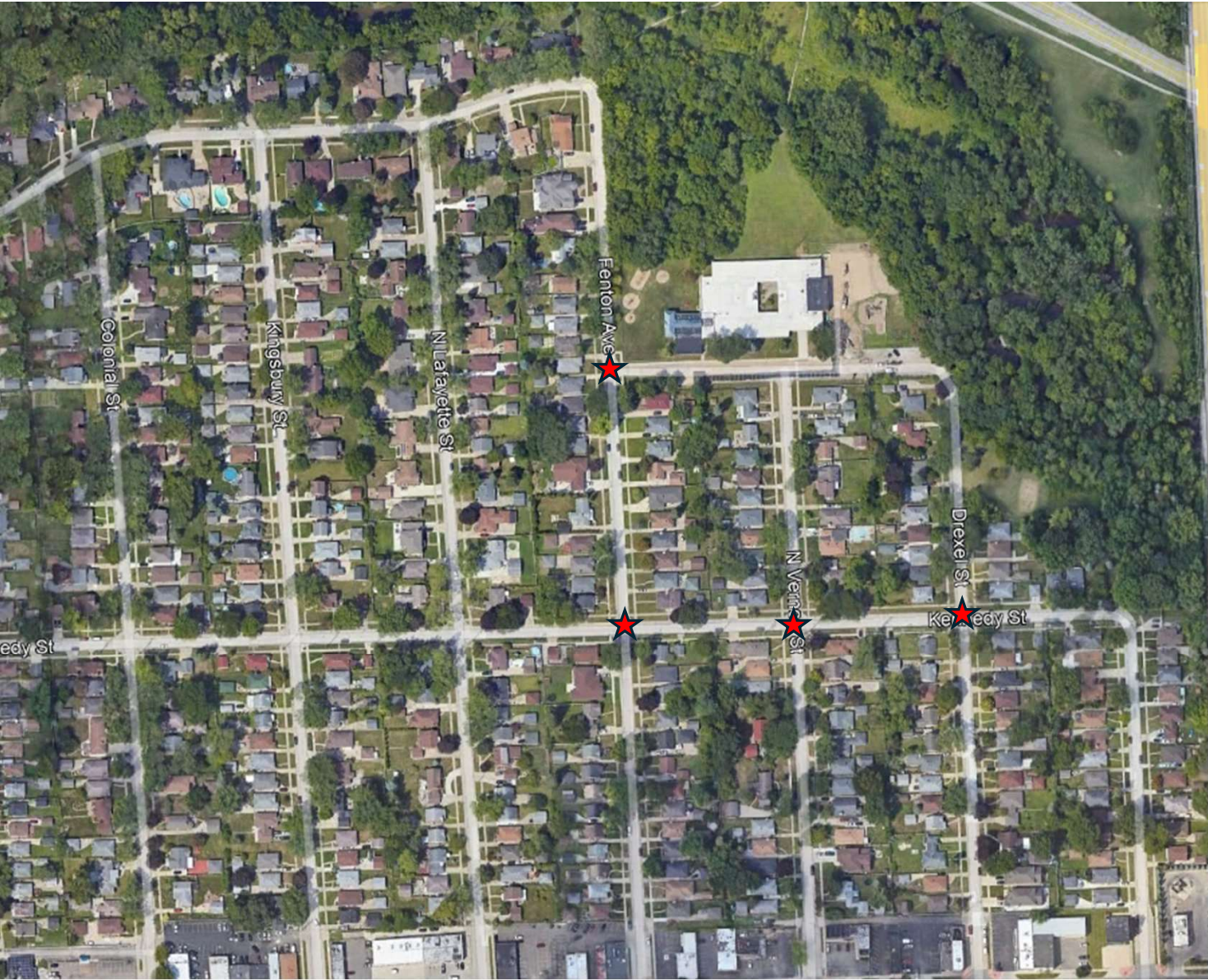
★ Base Bid Crosswalks



City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T
Riverside

Legend

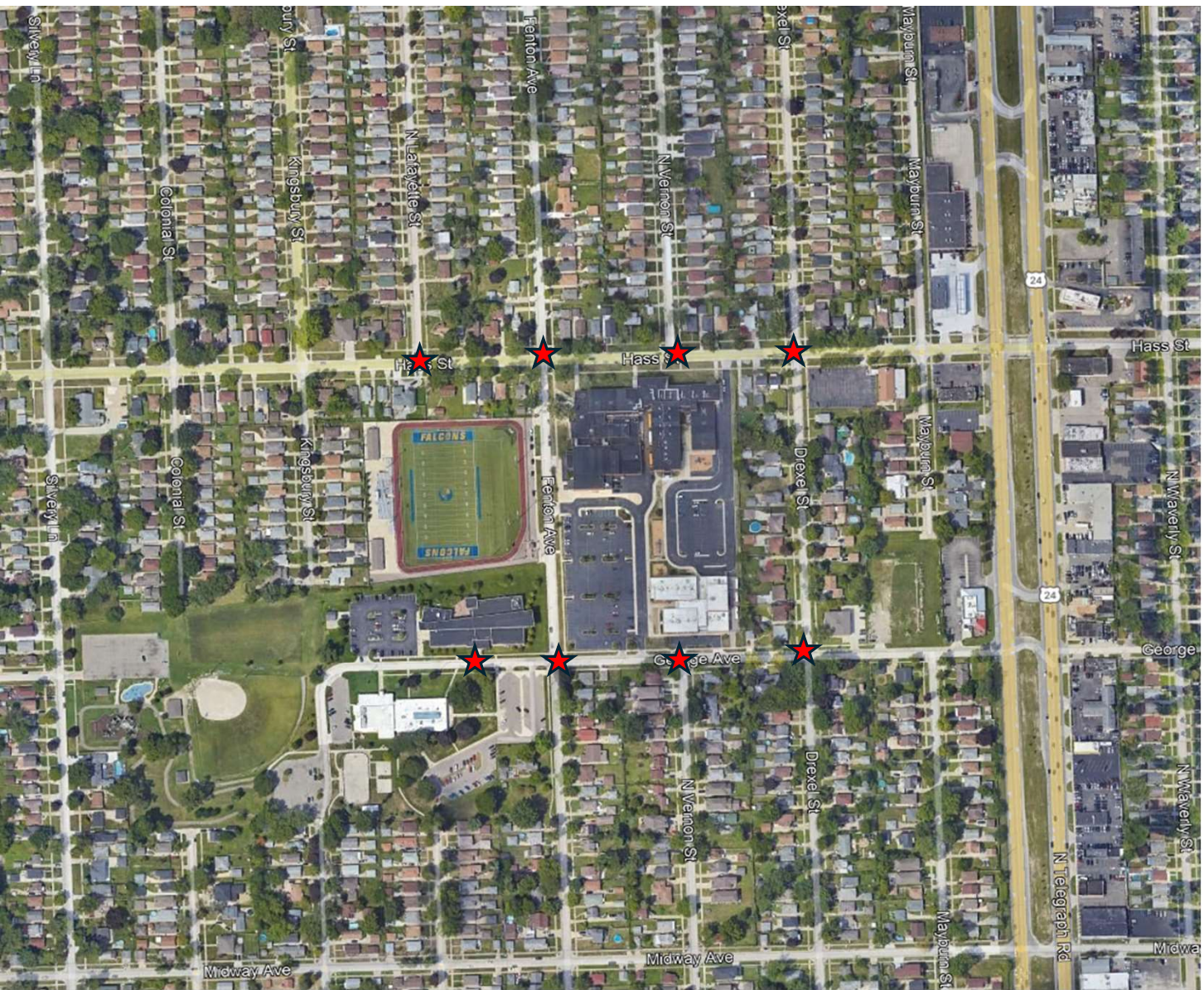
★ Base Bid Crosswalks



City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T
Hillcrest

Legend

★ Base Bid Crosswalks



City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T
STAR

Legend

★ Base Bid Crosswalks

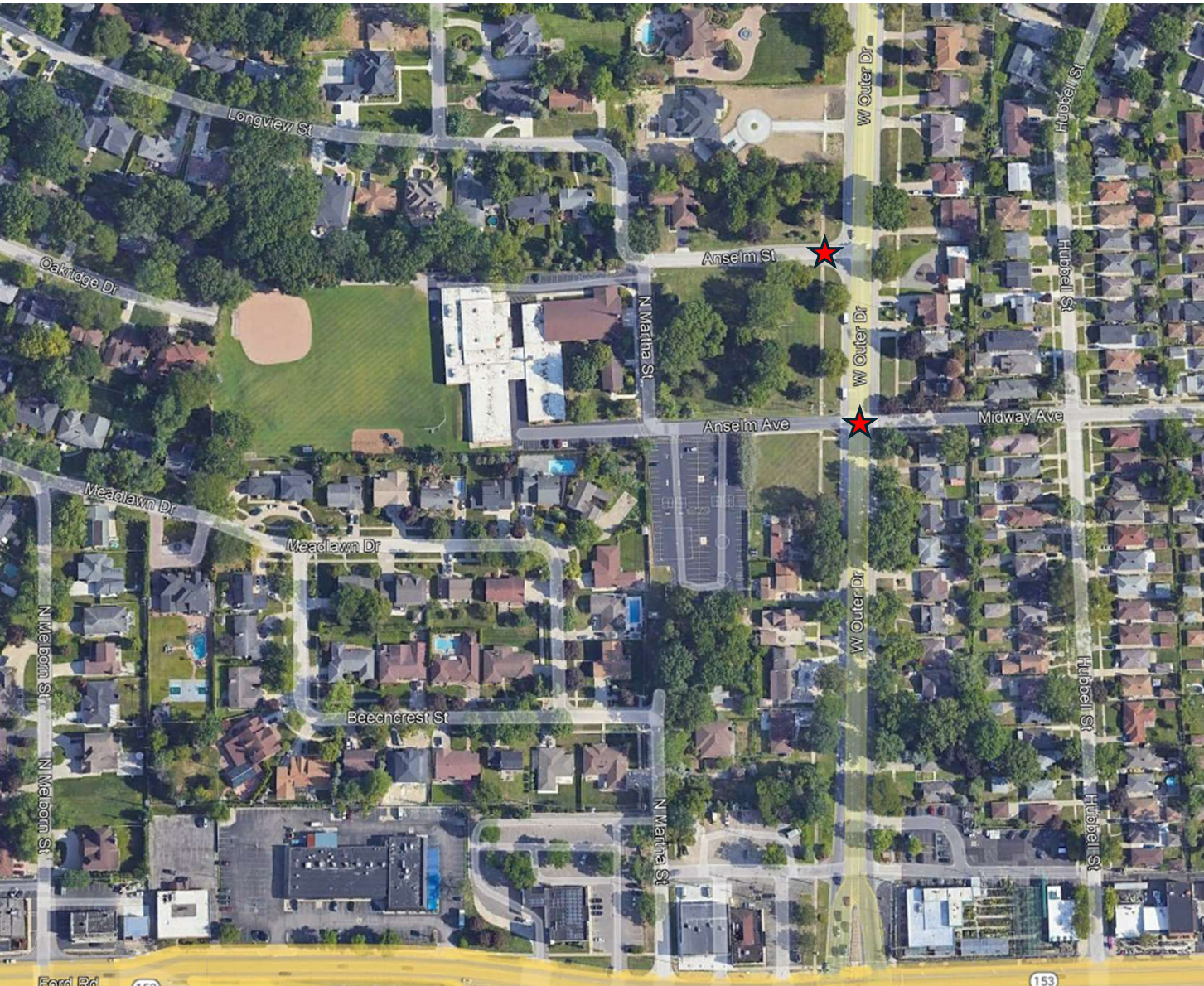


City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T

Dearborn Campus

Legend

★ Base Bid Crosswalks

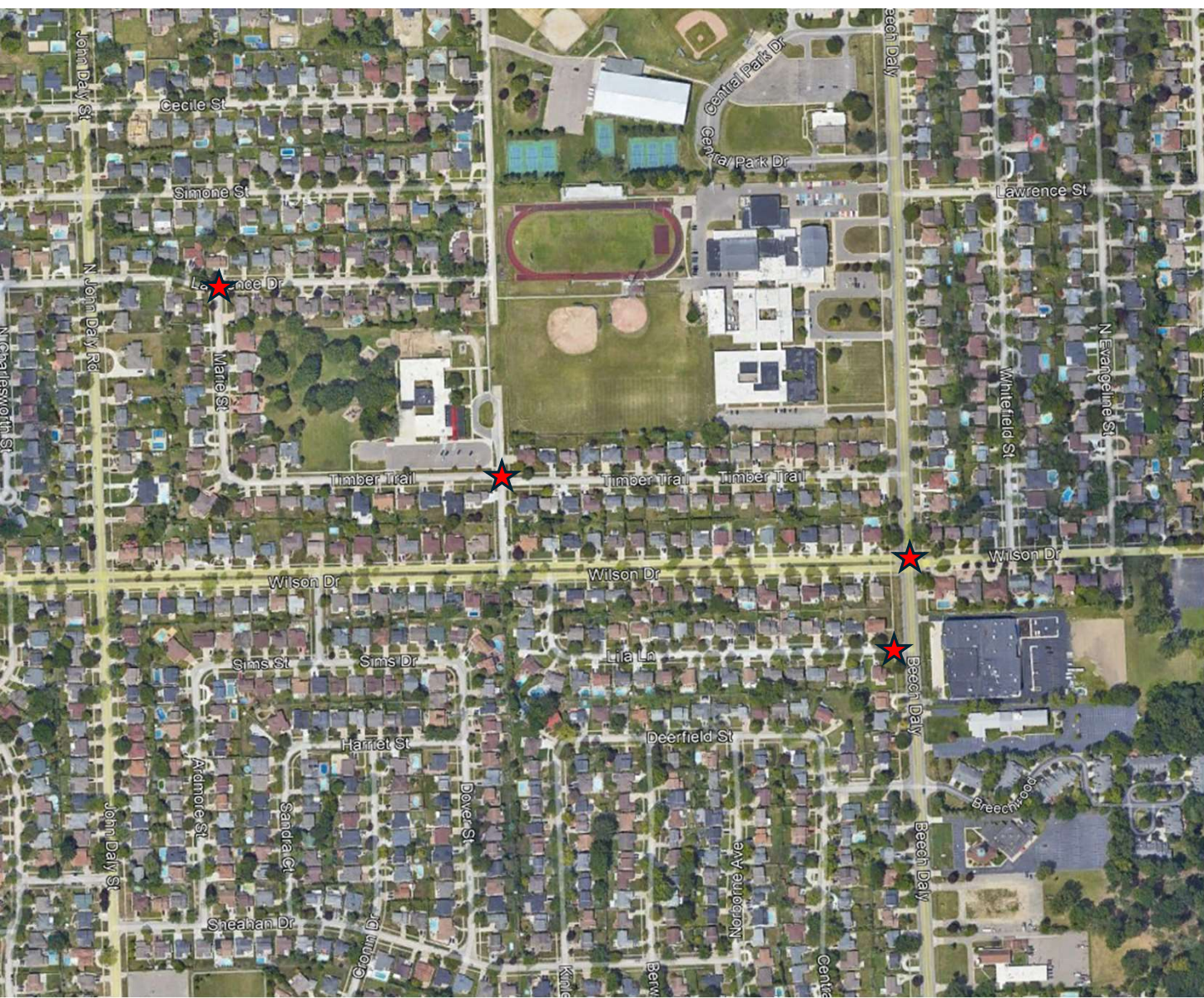


City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T

St. Anselm

Legend

★ Base Bid Crosswalks

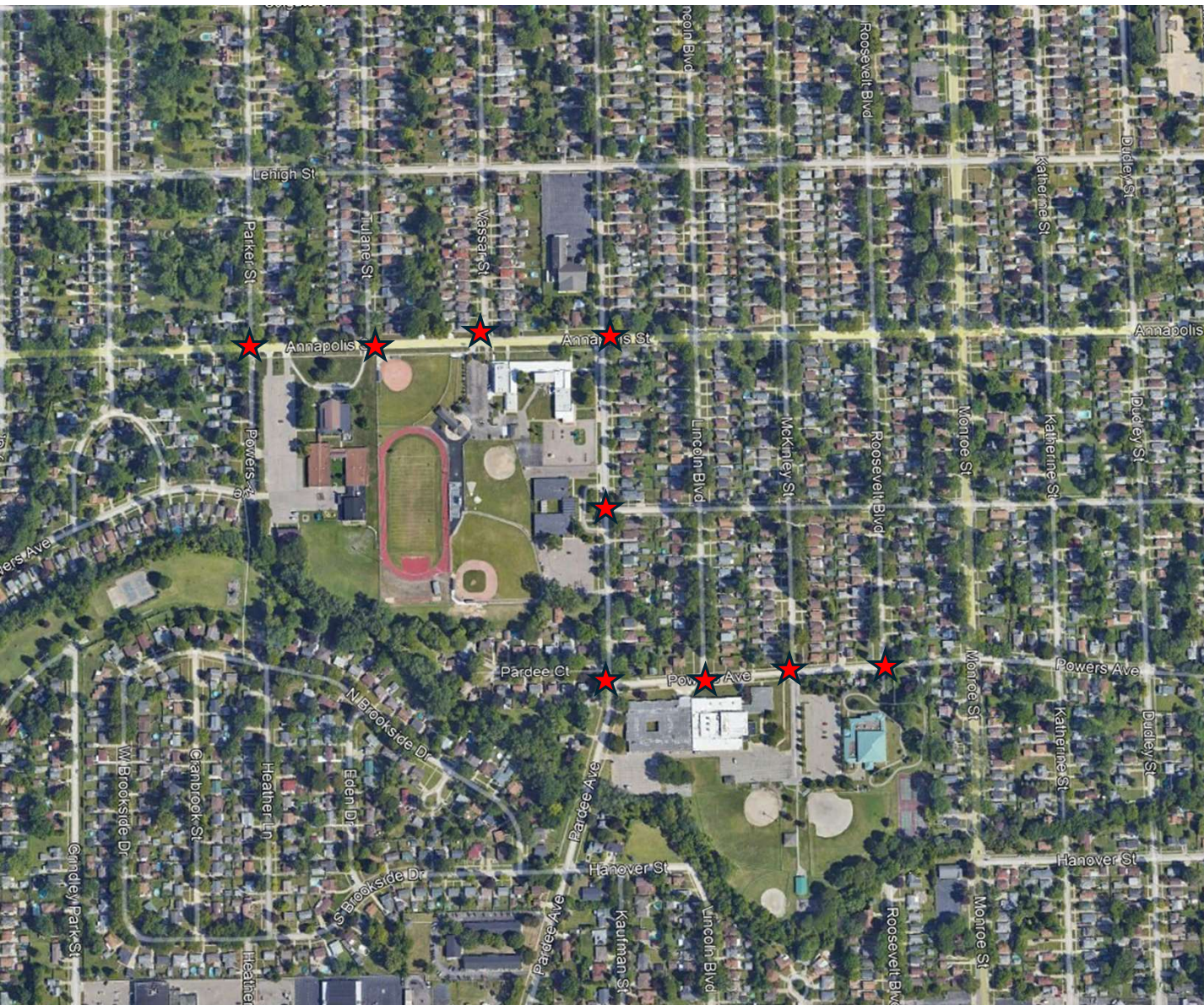


City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T

Crestwood
WISE
Kinloch

Legend

★ Base Bid Crosswalks

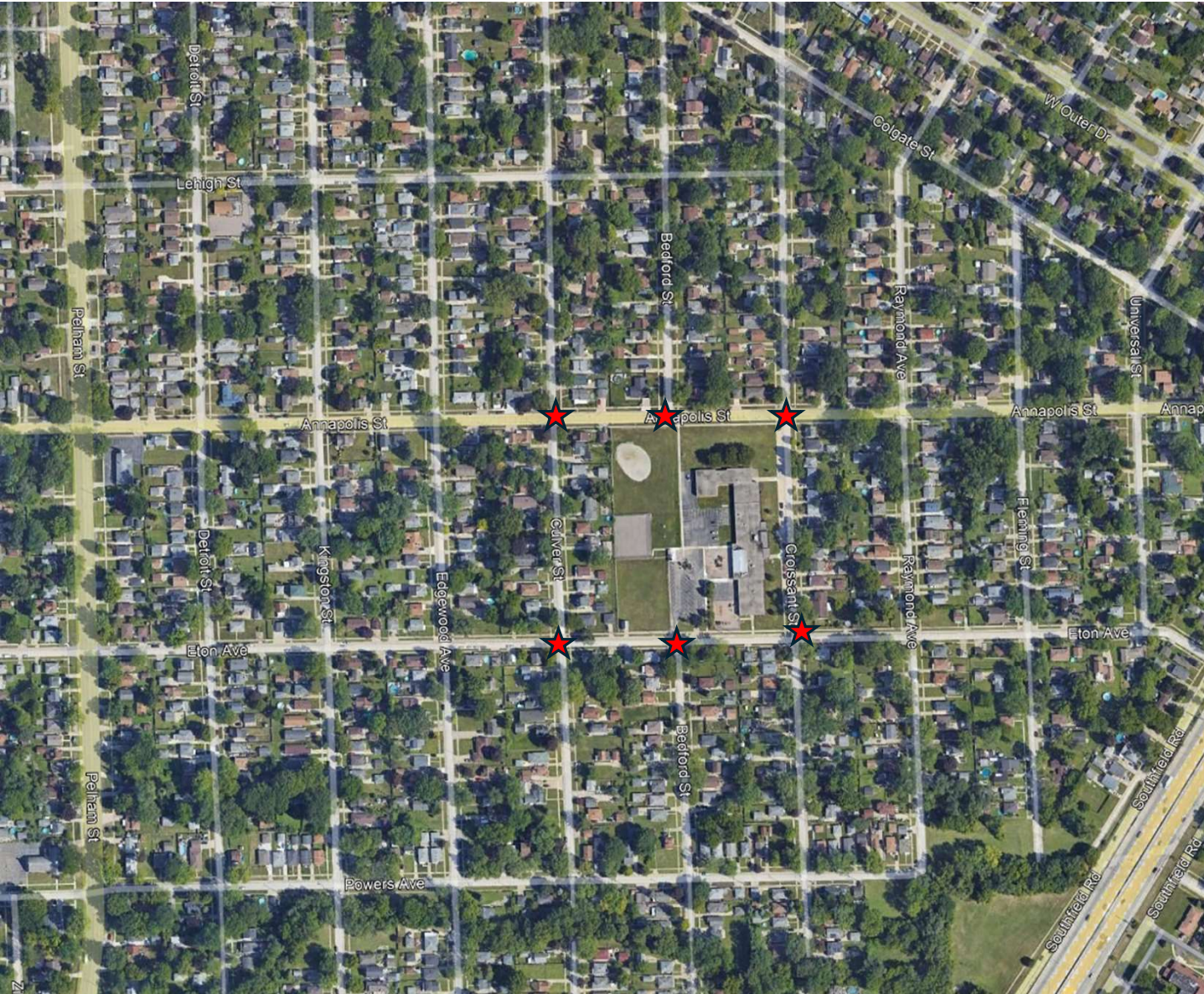


City of Dearborn Heights;
School Pedestrian Crossing Assessments;
DHT2622-01T

Pardee OW Best

Legend

★ Base Bid Crosswalks

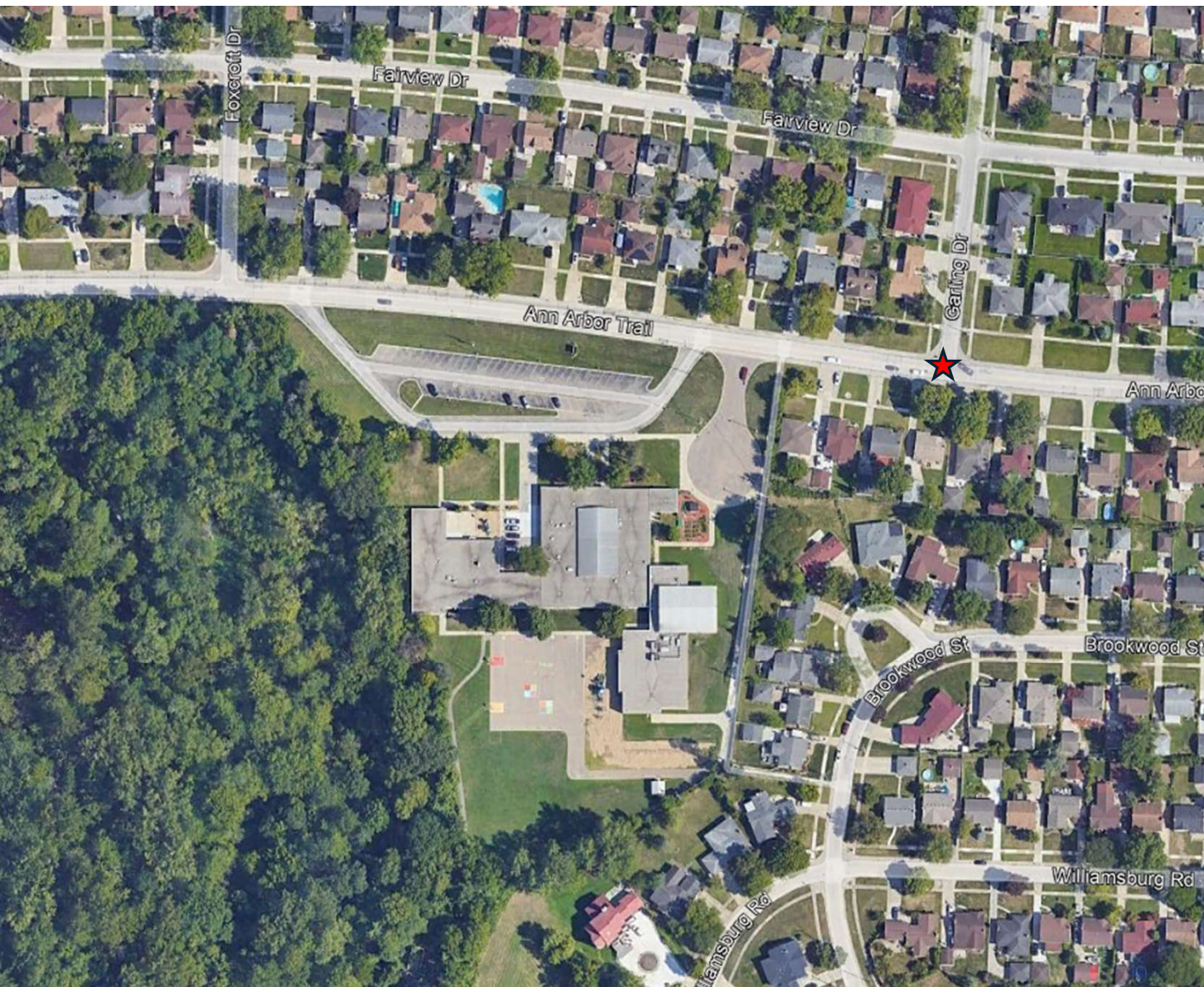


City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T

Bedford

Legend

★ Base Bid Crosswalks

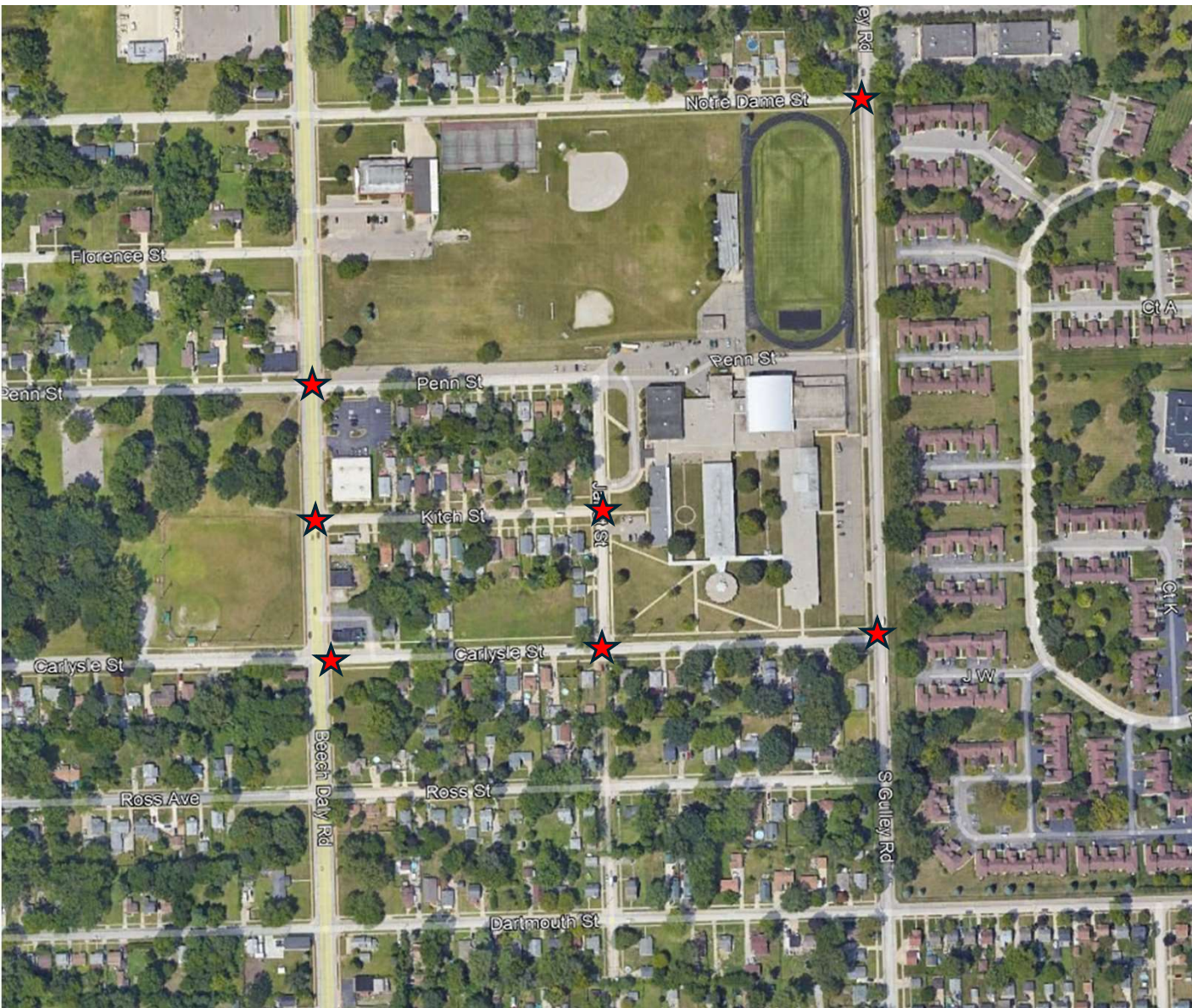


City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T

River Oaks

Legend

★ Base Bid Crosswalks

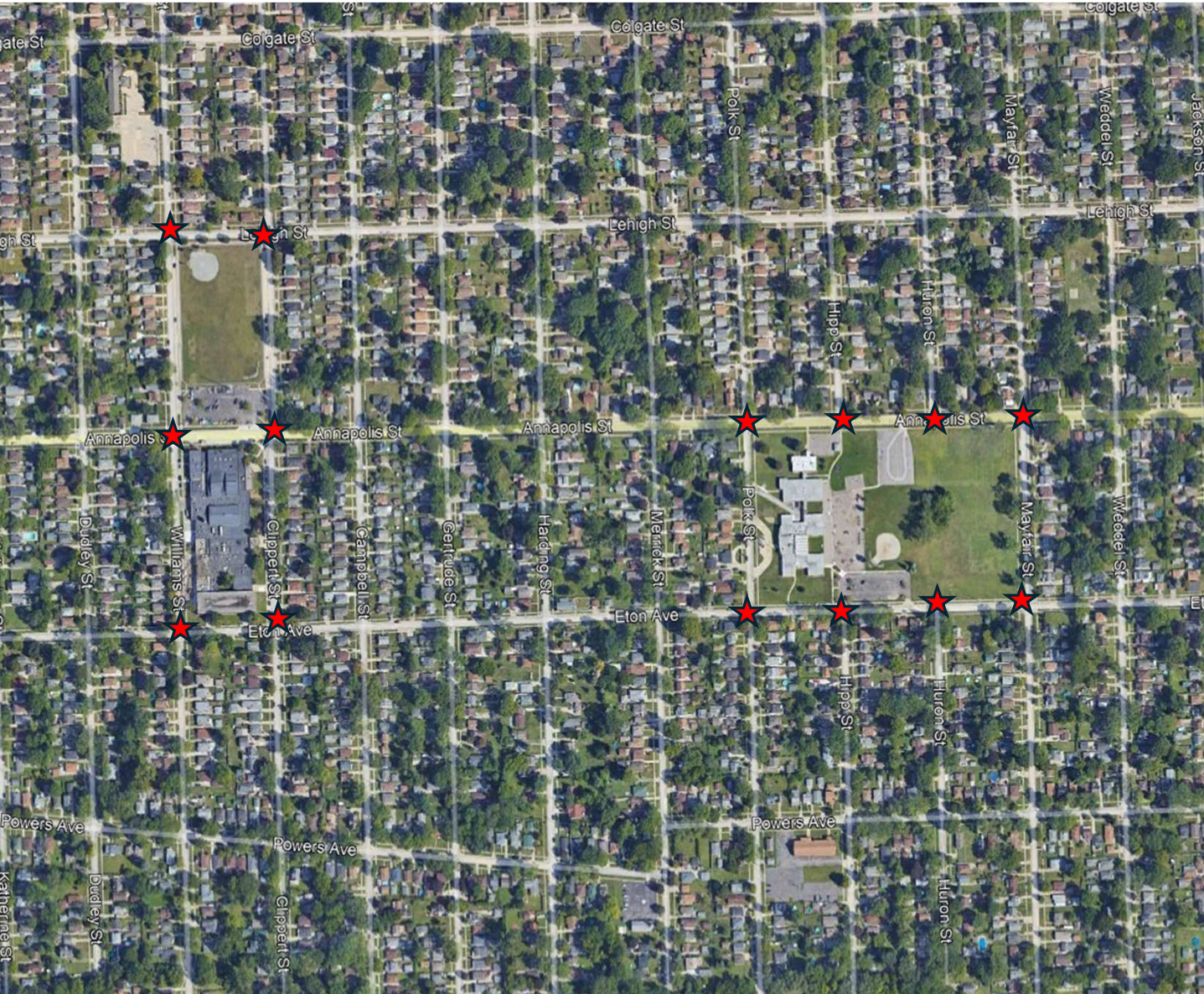


City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T

Robichaud

Legend

★ Base Bid Crosswalks



City of Dearborn Heights
School Pedestrian Crossing Assessments
DHT2622-01T

Annapolis Polk

Legend

★ Base Bid Crosswalks

Dearborn Heights School
Pedstrian Crossing Assessments
List of Project Intersections

Street	Cross-Street
Lehigh	Williams
Lehigh	Clippert
Annapolis	Williams
Annapolis	Clippert
Eton	Williams
Eton	Clippert
Lawrence	Kinloch
Marie	Kinloch
NA	Beech Daly
Joy	Riverview
Joy	Appleton
Van Buren	Riverview
Van Buren	Appleton
Constance	Riverview
Constance	Appleton
Richardson	Highview
Richardson	Nightingale
Richardson	Robindale
Richardson	Colonial
Richardson	Kingsbury
Hass	N Evangeline
Hass	Kinmore
Hass	N Gulley
Hass	Highview
Hass	Nightingale
Hass	Robindale
Baldwin	N Evangeline
Kennedy	Fenton
Kennedy	N Vernon
Kennedy	Drexel
Shields	Fenton
NA	Fenton
Eton	Pardee
Powers	Pardee
Powers	Lincoln
Powers	McKinley
Powers	Roosevelt
Annapolis	Parker
Annapolis	Tulane
Annapolis	Vassar

Dearborn Heights School
Pedstrian Crossing Assessments
List of Project Intersections

Street	Cross-Street
Annapolis	Pardee
Lehigh	Mayfair
Annapolis	Polk
Annapolis	Hipp
Annapolis	Huron
Annapolis	Mayfair
Eton	Polk
Eton	Hipp
Eton	Huron
Eton	Mayfair
Eton	Weddel
Warren	Berwyn
Warren	Beech Daly
Notre Dame	Beech Daly
Notre Dame	Beech Daly
Penn	Beech Daly
Kitch	Beech Daly
Kitch	Janet
Carlisle	Beech Daly
Carlisle	Janet
Carlisle	Gulley
Ross	Beech Daly
Anselm	Outer Dr
Midway	Outer Dr
Hass	Lafayette
Hass	Fenton
Hass	Vernon
Hass	Drexel
George	NA
George	Fenton
George	Vernon
George	Drexel
NA	Fenton
Annapolis	Gulley
Annapolis	NA
Annapolis	Carolee
Annapolis	Westlake
McDonald	Gulley
Eton	Gulley
Pennie	Gulley

Dearborn Heights School
Pedstrian Crossing Assessments
List of Project Intersections

Street	Cross-Street
Outer Dr	Ann Arbor Tr
Outer Dr	Lamphere
Wilson	Beech Daly
Lila	Beech Daly

Approved for the Agenda of:	REFERRED TO A STUDY SESSION
8/27/2024	Motion No. 24-397

7.B.



Building Department

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Ali Dib, City Engineer

DATE: August 20, 2024

RE: City Engineer Dib - Bid Award - 2024-2026 Street Pavement Program Contract

Honorable Council Members:

Attached, please find the results of bids submitted for the 2024-2026 Street Pavement Program to the Comptroller's Office. With your concurrence, I am requesting that the City Council award the bid to A&G Construction & Remodeling LLC in the amount of \$2,622,180.00 (lowest bid + 10%).

Additionally, authorize the Mayor and the City Clerk to sign the contract.

Furthermore, please authorize the release of the bid bonds for the other bidders.

Sincerely,
Ali M. Dib, P.E.
City Engineer

Attachments:

1. J.B CONTRACTORS
2. GREAT LAKES CONTRACTING
3. G.V CEMENT CONTRACTING
4. AUDIA CONCRETE
5. A & G CONSTURCTION
6. SANTOS CEMENT
7. ROTONDO CONSTRUCTION
8. 2024-26 STREET PAVEMENT PROGRAM REBID- BID TALLY
9. RFP 2024-2026 Street Pavement Repair Program

Proposal

J.B Contractors
2933 MILITARY ST
DETROIT, Michigan, 48209

City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Re: 2024-2026 Street and Sidewalk Repair

Gentlemen:

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

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

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

ADDENDUM
NO. 1

DATE OF
RELEASE
8-12-24

SIGNATURE

Bina Abbott

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

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

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

PROPOSAL (Continued)

Line #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS	LINE TOTAL
1	TRAFFIC MAINTENACE AND CONTROL	LSUM	1	200,000.00	Two hundred Thousand	200,000.00
2	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	10,000	83.00	Eighty Three	830,000.00
3	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	5,000	98.00	ninety eight	490,000.00
4	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	4,000	87.00	Eighty Seven	348,000.00
5	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	2,000	102.00	One hundred Two	204,000.00
6	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY APPROACH AND SIDEWALK	SFT	1,000	8.15	Eight and 15/100	8,150.00
7	EARTH EXCAVATION	CYD	10,000	25.70	Twenty five 70/100	257,000.00
8	SUBGRADE UNDERCUTTING	CYD	6,000	78.00	Seventy eight	468,000.00
9	BASE COARSE AGGREGATE 21AA	CYD	10,000	52.30	Fifty Two 30/100	523,000.00
10	ADJUSTING STRUCTURE	EACH	100	250.00	Two hundred fifty	25,000.00
11	RECONSTRUCT STRUCTURE	VFT	500	300.00	Three hundred	150,000.00
12	NEW FRAME AND COVER	EACH	500	700.00	Seven hundred	350,000.00
13	EDGE DRAIN, 6 INCH	LFT	1,800	20.00	Twenty	36,000.00
14	REMOVE AND REPLACE 4 INCH CONCRETE SIDEWALK	SFT	2,000	8.85	Eight and 85/100	17,700.00
15	ADA CONCRETE RAMP, 7 INCH	SFT	10,000	15.00	fifteen	150,000.00
16	REMOVE AND REPLACE 12 INCH RCP STORM PIPE	LFT	500	120.00	One hundred Twenty	60,000.00
17	REMOVE AND REPLACE 18 INCH RCP STORM PIPE	LFT	500	125.00	One hundred Twenty five	62,500.00
18	JOINTS SEALING	LFT	20,000	1.40	One and 40/100	28,000.00
19	CONCRETE TESTING AND COMPRESSIVE STRENGTH	CYLINDER	800	45.00	Forty five	36,000.00
					PROJECT TOTAL	4,243,350.00

PROPOSAL (Continued)

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

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

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

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

The undersigned agrees that time is of the essence and, if awarded Contract, that the Work will achieve Substantial Completed and Final Completion within the time limits as outlined in the Agreement.

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

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

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

a) Required Bid security in the form checked below:

☐ Certified Check
☐ Cashier's Check
☐ Money Order
☒ Bid Bond

b) Legal Status of Bidder.

PROPOSAL (Continued)

Bidder's Name JB Contractors Inc.

By Bruce Abbott

Address 2933 Military
Detroit MI 48209

Phone No. 313 995-8301

Fax. No. 313 344-7455

email jbcontractors@outlook.com

Bond No.: B 1319461

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

**AIA Document A310
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we
JB Contractors Inc

2933 Military Detroit, MI 48209

as Principal, hereinafter called the Principal, and Selective Insurance Company of America

(Here insert full name and address or legal title of contractor)

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Dearbon Heights

6045 Fenton Dearborn Heights, MI 48127

as Obligee, hereinafter called the Obligee, in the sum of

(Here insert full name and address or legal title of owner)

5% Percent of the Total Bid

(\$ **5 % Percent**)

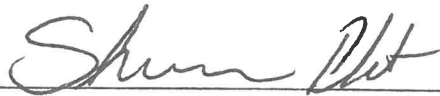
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
2024-2026 Street & Sidewalk Repair

(Here insert full name and address and description of project)

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

Signed and Sealed this **14th** day of **August** **2024**

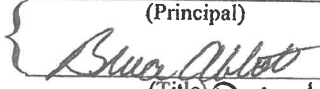


(Witness)

JB Contractors Inc

(Principal)

(Seal)


(Title) **Project Manager**

SELECTIVE INSURANCE COMPANY OF AMERICA

(Surety)

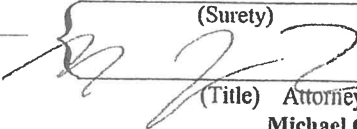
(Title)

Attorney-in-Fact

Michael G. Zervos



(Witness)





"Printed in cooperation with the American Institute of Architects (AIA) by the Selective Insurance Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition."

**AIA DOCUMENT A310-BID BOND-AIA ® • FEBRUARY 1970 ED • THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006**

B-203 (12/92)

SELECTIVE
BE UNIQUELY INSUREDSM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1319461

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

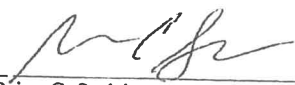
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Michael G. Zervos**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: \$10,000,000.00

Signed this 14th day of August, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



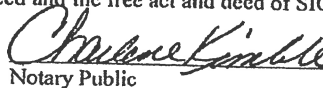
STATE OF NEW JERSEY :

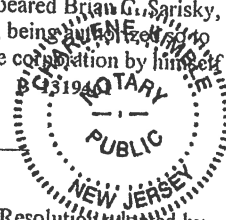
:ss. Branchville

COUNTY OF SUSSEX :

On this 14th day of August, 2024 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



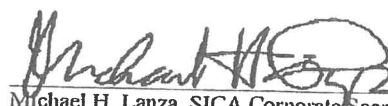
The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true and correct in form and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 14th day of August, 2024.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper

B91 (4-14)

BIDDER: GREAT LAKES CONTRACTING SOLUTIONS, LLC
2300 Edinburgh Rd
Waterford, MI 48328
(313) 962-0400
TOM WALL – ESTIMATOR (248) 838-8699
TOM@GREATLAKESCONT.COM

SUBMITTED TO: CITY OF DEARBORN HEIGHTS

VIA EMAIL: comptroller@dearbornheightsmi.gov

BID: 2024 - 2026 STREET PAVEMENT PROGRAM

DUE: WEDNESDAY, AUGUST 14, 2024@ 3:00 PM

Proposal

City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Re: 2024-2026 Street and Sidewalk Repair

Gentlemen:

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

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

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

ADDENDUM

NO. #1

DATE OF
RELEASE
8/12/24

SIGNATURE
Jim Wall

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

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

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

PROPOSAL (Continued)

Line #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS	LINE TOTAL
1	TRAFFIC MAINTENACE AND CONTROL	LSUM	1	55,000. ⁰⁰	Fifty Five Thousand	55,000. ⁰⁰
2	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	10,000	76.85	Seventy Six dollars and Eighty Five cents	768,500. ⁰⁰
3	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	5,000	82.50	Eighty Two dollars and Fifty cents	412,500. ⁰⁰
4	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	4,000	79.50	Seventy Nine dollars and Fifty cents	318,000. ⁰⁰
5	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	2,000	84.50	Eighty Four dollars and Fifty cents	169,000. ⁰⁰
6	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY APPROACH AND SIDEWALK	SFT	1,000	10.65	Ten dollar and sixty five cents	10,650. ⁰⁰
7	EARTH EXCAVATION	CYD	10,000	30.00	Thirty dollars	300,000. ⁰⁰
8	SUBGRADE UNDERCUTTING	CYD	6,000	55.00	Fifty Five dollars	330,000. ⁰⁰
9	BASE COARSE AGGREGATE 21AA	CYD	10,000	39.50	Thirty Nine dollars and Fifty cents	395,000. ⁰⁰
10	ADJUSTING STRUCTURE	EACH	100	695.00	Six Hundred ninety five dollars	69,500. ⁰⁰
11	RECONSTRUCT STRUCTURE	VFT	500	260. ⁰⁰	Two Hundred Sixty dollars	130,000. ⁰⁰
12	NEW FRAME AND COVER	EACH	500	700. ⁰⁰	Seven hundred dollars	350,000. ⁰⁰
13	EDGE DRAIN, 6 INCH	LFT	1,800	15.00	Fifteen dollars	27,000. ⁰⁰
14	REMOVE AND REPLACE 4 INCH CONCRETE SIDEWALK	SFT	2,000	8.75	Eight dollars and Seventy Five cents	17,500. ⁰⁰
15	ADA CONCRETE RAMP, 7 INCH	SFT	10,000	15.00	Fifteen dollars	150,000. ⁰⁰
16	REMOVE AND REPLACE 12 INCH RCP STORM PIPE	LFT	500	137.00	One hundred Thirty Seven dollars	68,500. ⁰⁰
17	REMOVE AND REPLACE 18 INCH RCP STORM PIPE	LFT	500	166.00	One Hundred Sixty Six dollars	83,000. ⁰⁰
18	JOINTS SEALING	LFT	20,000	2.00	Two dollars	40,000. ⁰⁰
19	CONCRETE TESTING AND COMPRESSIVE STRENGTH	CYLINDER	800	80.00	Eighty Dollars	64,000. ⁰⁰
					PROJECT TOTAL	3,758,150. ⁰⁰

PROPOSAL (Continued)

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

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

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

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

The undersigned agrees that time is of the essence and, if awarded Contract, that the Work will achieve Substantial Completed and Final Completion within the time limits as outlined in the Agreement.

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

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

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

a) Required Bid security in the form checked below:

- ☐ Certified Check
- ☐ Cashier's Check
- ☐ Money Order
- ☒ Bid Bond

b) Legal Status of Bidder.

✓ attached

PROPOSAL (Continued)

**GREAT LAKES CONTRACTING
SOLUTIONS, LLC**

Bidder's Name

By



**Great Lakes Contracting
Solutions, LLC
Philip A. Sakalian, Member**

Address

2300 Edinburgh
Waterford, MI 48328

Phone No.

313-962-0400

Fax. No.

313-962-0404

email

tom@greatlakescont.com
Tom Wall - Project Estimator
(248) 838-8699

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF RENEWAL OF ASSUMED NAME

for

FIORE ENTERPRISES LLC

ID Number: 801536634

to transact business under the assumed name of
GREAT LAKES CONTRACTING SOLUTIONS, LLC

received by electronic transmission on October 12, 2023 ***, is hereby endorsed.***

Filed on October 12, 2023 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date: December 31, 2028



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12th day of October, 2023.

Linda Clegg

***Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau***



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

GREAT LAKES CONTRACTING
SOLUTIONS, LLC
2300 Edinburgh
Waterford, MI 48328

SURETY:

(Name, legal status and principal
place of business)

RLI Insurance Company
9025 North Lindbergh Dr.
Peoria, IL 61615

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

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

OWNER:

(Name, legal status and address)

Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

BOND AMOUNT: FIVE PERCENT OF BID AMOUNT (5%)

PROJECT: 2024 - 2026 Street Pavement Program

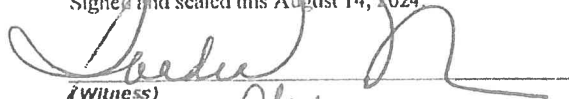
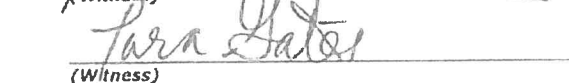
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this August 14, 2024.


(Witness)

(Witness)

GREAT LAKES CONTRACTING SOLUTIONS, LLC
(Principal)

(Title)

RLI Insurance Company
(Surety)

Karen Guthrie, Attorney-in-Fact



CAUTION: You should sign the original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael G. Zervos, Stephen M. Zervos, Courtney Saunders, Stephanie A. Dinco,
Karen Guthrie, jointly or severally

in the City of Southfield, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 4th day of March



State of Illinois

County of Peoria

SS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins

Eric Raudins

Sr. Vice President

CERTIFICATE

On this 4th day of March, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Jill A. Scott

Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 14th day of August, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Dick

Jeffrey D. Dick

Corporate Secretary

Proposal

G.V Cement Contractng Company
20000 Dix-Toledo
Brownstown, Michigan, 48183

City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Re: 2024-2026 Street and Sidewalk Repair

Gentlemen:

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

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

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

ADDENDUM
NO.

DATE OF
RELEASE

SIGNATURE

1

8-13-24

V.J. Vir

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

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

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

PROPOSAL (Continued)

Line #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS	LINE TOTAL
1	TRAFFIC MAINTENANCE AND CONTROL	LSUM	1	10,000.00	ten thousand	10,000.00
2	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	10,000	75.00	Seventy-five	750,000.00
3	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	5,000	80.00	eighty	400,000.00
4	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	4,000	79.00	Seventy-nine	316,000.00
5	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	2,000	84.00	eighty-four	168,000.00
6	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY APPROACH AND SIDEWALK	SFT	1,000	12.00	twelve	12,000.00
7	EARTH EXCAVATION	CYD	10,000	35.00	thirty-five	350,000.00
8	SUBGRADE UNDERCUTTING	CYD	6,000	35.00	thirty-five	210,000.00
9	BASE COARSE AGGREGATE 21AA	CYD	10,000	35.00	thirty-five	350,000.00
10	ADJUSTING STRUCTURE	EACH	100	600.00	Six hundred	60,000.00
11	RECONSTRUCT STRUCTURE	VFT	500	600.00	Six hundred	300,000.00
12	NEW FRAME AND COVER	EACH	500	600.00	Six hundred	300,000.00
13	EDGE DRAIN, 6 INCH	LFT	1,800	15.00	fifteen	27,000.00
14	REMOVE AND REPLACE 4 INCH CONCRETE SIDEWALK	SFT	2,000	12.00	twelve	24,000.00
15	ADA CONCRETE RAMP, 7 INCH	SFT	10,000	18.00	eighteen	180,000.00
16	REMOVE AND REPLACE 12 INCH RCP STORM PIPE	LFT	500	95.00	ninety-five	47,500.00
17	REMOVE AND REPLACE 18 INCH RCP STORM PIPE	LFT	500	150.00	one hundred fifty	75,000.00
18	JOINTS SEALING	LFT	20,000	1.10	one & 10/cents	22,000.00
19	CONCRETE TESTING AND COMPRESSIVE STRENGTH	CYLINDER	800	50.00	fifty	40,000.00
					PROJECT TOTAL	3,641,500.00

PROPOSAL (Continued)

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

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

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

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

The undersigned agrees that time is of the essence and, if awarded Contract, that the Work will achieve Substantial Completed and Final Completion within the time limits as outlined in the Agreement.

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

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

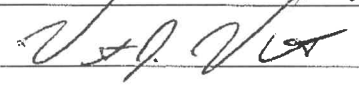
The following documents are attached to and made a condition of this Proposal:

a) Required Bid security in the form checked below:

- ☐ Certified Check
- ☐ Cashier's Check
- ☐ Money Order
- ☒ Bid Bond

b) Legal Status of Bidder.

PROPOSAL (Continued)

Bidder's Name G.V. Kement Contracting Co.
By 

Address 20000 Dix-Tolado
Brownstown MI 48183

Phone No. 734. 479. 2180

Fax. No. 734. 479. 0022

email office@gkement.com

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. **B 1319305**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That G V Cement Contracting Co.
20000 Dix-Toledo Brownstown, MI 48183 (hereinafter called the Principal)
as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under
the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety),
as Surety, are held and firmly bound unto City of Dearborn Heights
6045 Fenton Dearborn Heights, MI 48127 (hereinafter called the Obligor)
in the full and just sum of 5 % Percent of Total Bid Amount Dollars
(\$ 5 %) good and lawful money of the United States of America, to the payments of which sum of
money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 7th day of August, 2024 A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligor shall make any award within 60 days to
the Principal for

2024-2026 street and sidewalk repair

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligor in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof with Surety or Sureties approved by the Obligor; or if the Principal shall,
in case of failure so to do, pay to the Obligor the damages which the Obligor may suffer by reason of such failure, not
exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full
force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where
the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal
requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory or other
legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory
bond and not as a common-law bond.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

G V Cement Contracting Co.

WITNESS: _____, PRINCIPAL

(If individual or firm)

By: [Signature] (SEAL)

ATTEST:

[Signature: Maria Vitali]
(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY

By: Cynthia A. Curto
Cynthia A Curto, Attorney-in-fact

B-201 (6/20)



POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

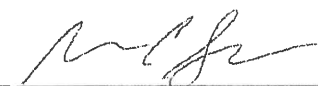
does hereby appoint **Cynthia A Curto**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$10,000,000.00**

Signed this 7th day of August, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By:


Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



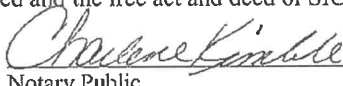
STATE OF NEW JERSEY :

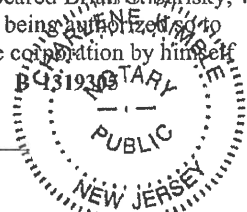
:ss. Branchville

COUNTY OF SUSSEX :

On this 7th day of August, 2024 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



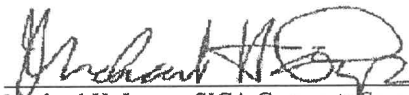
The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 7th day of August, 2024.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

Audia Concrete Construction, Inc
P.O. Box 72
Milford, Michigan, 48381

Proposal

City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Re: 2024-2026 Street and Sidewalk Repair

Gentlemen:

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

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

ADDENDUM NO.	DATE OF RELEASE	SIGNATURE
<u>1</u>	<u>8-12-24</u>	<u>Ronetta Audia</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

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

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

PROPOSAL (Continued)

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

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

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

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

The undersigned agrees that time is of the essence and, if awarded Contract, that the Work will achieve Substantial Completed and Final Completion within the time limits as outlined in the Agreement.

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

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

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

a) Required Bid security in the form checked below:

☐ Certified Check
☐ Cashier's Check
☐ Money Order
☒ Bid Bond

b) Legal Status of Bidder.

Corporation

PROPOSAL (Continued)

Line #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS	LINE TOTAL
1	TRAFFIC MAINTENACE AND CONTROL	LSUM	1	125,000.00	one hundred twenty-five thousand	125,000.00
2	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	10,000	91.00	Ninety-one Dollars	910,000.00
3	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	5,000	94.00	Ninety-four Dollars	470,000.00
4	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	4,000	94.00	Ninety-four Dollars	376,000.00
5	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	2,000	97.00	Ninety-seven Dollars	194,000.00
6	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY APPROACH AND SIDEWALK	SFT	1,000	8.00	Eight Dollars	8,000.00
7	EARTH EXCAVATION	CYD	10,000	.01	one cent	100.00
8	SUBGRADE UNDERCUTTING	CYD	6,000	.01	one cent	60.00
9	BASE COARSE AGGREGATE 21AA	CYD	10,000	.01	one cent	100.00
10	ADJUSTING STRUCTURE	EACH	100	400.00	Four hundred	40,000.00
11	RECONSTRUCT STRUCTURE	VFT	500	50.00	Fifty Dollars	25,000.00
12	NEW FRAME AND COVER	EACH	500	350.00	Three hundred fifty	175,000.00
13	EDGE DRAIN, 6 INCH	LFT	1,800	15.00	Fifteen Dollars	27,000.00
14	REMOVE AND REPLACE 4 INCH CONCRETE SIDEWALK	SFT	2,000	8.00	Eight Dollars	16,000.00
15	ADA CONCRETE RAMP, 7 INCH	SFT	10,000	11.00	Eleven Dollars	110,000.00
16	REMOVE AND REPLACE 12 INCH RCP STORM PIPE	LFT	500	70.00	Seventy Dollars	35,000.00
17	REMOVE AND REPLACE 18 INCH RCP STORM PIPE	LFT	500	80.00	Eighty Dollars	40,000.00
18	JOINTS SEALING	LFT	20,000	1.50	one dollar fifty cents	30,000.00
19	CONCRETE TESTING AND COMPRESSIVE STRENGTH	CYLINDER	800	100.00	one hundred Dollars	80,000.00
					PROJECT TOTAL	2,661,260.00

* ADA tile not included (tile \$750 ea)

* Minimum 4 per visit 00 4243 - 2

* pricing may increase for 2025 & 2026

PROPOSAL (Continued)

Bidder's Name Audia Concrete Const, Inc
By Ronette Audin

Address P.O. Box 72
Milford, MI 48381

Phone No. 248-676-9570

Fax. No. 248-676-9520

email raudia@audiaconstructioninc.com

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Audia Concrete Construction, Inc.

PO Box 72

Millford, MI 48381

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

1441 W Long Lake Rd, Suite 300

Troy, MI 48098

OWNER:

(Name, legal status and address)

City Of Dearborn Heights

6045 Fenton

Dearborn Heights, MI 48127

BOND AMOUNT: Five Percent of Accompanying Bid ----- (5%)

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

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

PROJECT:

(Name, location or address, and Project number, if any)

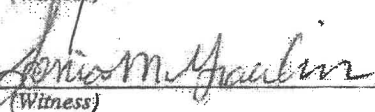
2024-2026 Street Pavement Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of July, 2024.


(Witness)

(Witness)

Audia Concrete Construction, Inc.

(Principal)



(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

(Seal)

(Title) Susan L. Small, Attorney-in-Fact

Init.

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Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Susan L. Small of FARMINGTON HILLS, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of July, 2024.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

A and G Construction

Line #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS	LINE TOTAL
1	TRAFFIC MAINTENANCE AND CONTROL	LSUM	1	19,000.00	Nineteen thousand	19,000.00
2	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	10,000	70.00	Seventy dollars	700,000.00
3	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	5,000	74.00	Seventy four dollars	370,000.00
4	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	4,000	73.00	Seventy three dollars	292,000.00
5	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	2,000	77.00	Seventy seven dollars	154,000.00
6	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY APPROACH AND SIDEWALK	SFT	1,000	8.00	Eight dollars	8,000.00
7	EARTH EXCAVATION	CYD	10,000	19.00	Nineteen dollars	190,000.00
8	SUBGRADE UNDERCUTTING	CYD	6,000	5.00	Five dollars	30,000.00
9	BASE COARSE AGGREGATE 21AA	CYD	10,000	20.00	Twenty dollars	200,000.00
10	ADJUSTING STRUCTURE	EACH	100	100.00	One hundred dollars	10,000.00
11	RECONSTRUCT STRUCTURE	VFT	500	100.00	One hundred dollars	50,000.00
12	NEW FRAME AND COVER	EACH	500	100.00	One hundred dollars	50,000.00
13	EDGE DRAIN, 6 INCH	LFT	1,800	12.00	twelve dollars	21,600.00
14	REMOVE AND REPLACE 4 INCH CONCRETE SIDEWALK	SFT	2,000	8.00	eight dollars	16,000.00
15	ADA CONCRETE RAMP, 7 INCH	SFT	10,000	12.00	twelve dollars	120,000.00
16	REMOVE AND REPLACE 12 INCH RCP STORM PIPE	LFT	500	90.00	Ninety dollars	45,000.00
17	REMOVE AND REPLACE 18 INCH RCP STORM PIPE	LFT	500	100.00	One hundred dollars	50,000.00
18	JOINTS SEALING	LFT	20,000	0.95	Ninety five cents	19,000.00
19	CONCRETE TESTING AND COMPRESSIVE STRENGTH	CYLINDER	800	49.00	forty nine dollars	39,200.00
					PROJECT TOTAL	2,383,800.00

PROPOSAL (Continued)

00 4243 - 2

A & G Construction & Remodeling LLC
1938 Campbell Street, 2nd Floor
Detroit, Mi 48209



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**A and G Construction and
Remodeling, LLC
1938 Campbell Street, 2nd Floor
Detroit, MI 48209**

OWNER:

(Name, legal status and address)

**City of Dearborn Heights
6045 Fenton**

Dearborn Heights, MI 48127

BOND AMOUNT: Five Percent (5%) of Amount Bid

SURETY:

(Name, legal status and principal place
of business)

**Merchants National Bonding Inc.
P.O.Box 14498
Des Moines, IA 50306-3498**

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

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

PROJECT:

(Name, location or address, and Project number, if any)

2024-2026 Street Pavement Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **11th** day of **July, 2024**

A and G Construction and Remodeling, LLC

(Principal)

(Seal)

(Witness)

(Title)

Merchants National Bonding Inc.

(Surety)

(Seal)

(Witness)

(Title)

Susan L. Small, Attorney-in-Fact

Init.

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**MERCHANTS
BONDING COMPANY™**

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alan P Chandler; Ian J Donald; Jeffrey A Chandler; John L Budde; Krista L Pocket; M Brandon; Patrick E Williams; Susan L Small; T J Griffin; Terence J Griffin; Wendy L Hingson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

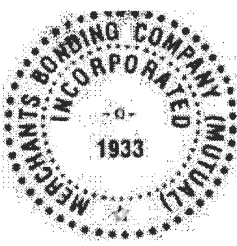
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of February, 2024.



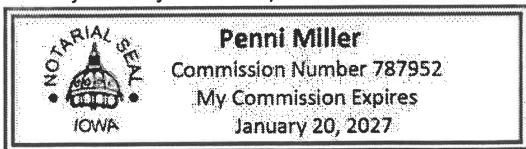
**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY**

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

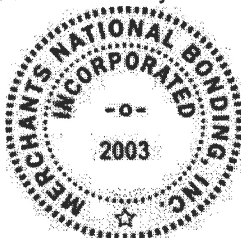


(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of July, 2024.



William Warner Jr.
Secretary

Santos Cement Inc
860 Southfield Road
Lincoln Park, MI 48146

Proposal

City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Re: 2024-2026 Street and Sidewalk Repair

Gentlemen:

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

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

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

ADDENDUM NO.	DATE OF RELEASE	SIGNATURE
#1	8/12/24	

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

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

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

PROPOSAL (Continued)

Line #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS	LINE TOTAL
1	TRAFFIC MAINTENACE AND CONTROL	LSUM	1	\$40,000.00	Forty thousand dollars	\$40,000.00
2	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	10,000	\$98.55	Ninety eight dollars and fifty five cents	\$985,500.00
3	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	5,000	\$102.54	One hundred two dollars and fifty four cents	\$512,700.00
4	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	4,000	\$86.35	Eighty six dollars and thirty five cents	\$345,400.00
5	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	2,000	\$88.61	Eighty eight dollars and sixty one cents	\$177,220.00
6	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY APPROACH AND SIDEWALK	SFT	1,000	\$12.50	Twelve dollars and fifty cents	\$12,500.00
7	EARTH EXCAVATION	CYD	10,000	\$20.00	Twenty dollars	\$200,000.00
8	SUBGRADE UNDERCUTTING	CYD	6,000	\$25.00	Twenty five dollars	\$150,000.00
9	BASE COARSE AGGREGATE 21AA	CYD	10,000	\$18.00	Eighteen dollars	\$180,000.00
10	ADJUSTING STRUCTURE	EACH	100	\$350.00	Three hundred fifty dollars	\$35,000.00
11	RECONSTRUCT STRUCTURE	VFT	500	\$125.00	One hundred twenty five dollars	\$62,500.00
12	NEW FRAME AND COVER	EACH	500	\$845.00	Eight hundred forty five dollars	\$422,500.00
13	EDGE DRAIN, 6 INCH	LFT	1,800	\$10.00	Ten dollars	\$18,000.00
14	REMOVE AND REPLACE 4 INCH CONCRETE SIDEWALK	SFT	2,000	\$7.50	Seven dollars and fifty cents	\$15,000.00
15	ADA CONCRETE RAMP, 7 INCH	SFT	10,000	\$12.50	Twelve dollars and fifty cents	\$125,000.00
16	REMOVE AND REPLACE 12 INCH RCP STORM PIPE	LFT	500	\$55.00	Fifty five dollars	\$27,500.00
17	REMOVE AND REPLACE 18 INCH RCP STORM PIPE	LFT	500	\$70.00	Seventy dollars	\$35,000.00
18	RESTORATION	LSUM	1	\$32,500.00	Thirty two thousand five hundred dollars	\$32,500.00
19	JOINTS SEALING	LFT	20000	\$1.40	One dollar and forty cents	\$28,000.00
20	CONCRETE TESTING AND COMPRESSIVE STRENGTH	CYLINDER	800	\$225.00	Two hundred twenty five dollars	\$180,000.00
					PROJECT TOTAL	\$3,584,320.00

PROPOSAL (Continued)

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

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

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

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

The undersigned agrees that time is of the essence and, if awarded Contract, that the Work will achieve Substantial Completed and Final Completion within the time limits as outlined in the Agreement.

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

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

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

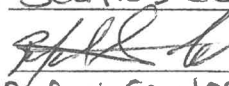
a) Required Bid security in the form checked below:

☐ Certified Check
☐ Cashier's Check
☐ Money Order
☒ Bid Bond

b) Legal Status of Bidder.

Corporation

PROPOSAL (Continued)

Bidder's Name Santos Cement I Inc.
By 
Rafael Santos Jr, President

Address 860 Southfield
Lincoln Park, MI
48146

Phone No. 3135513113

Fax. No. 3137917049

email Santoscement@aol.com

BID BOND

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

BIDDER (Name and Address):

Santos Cement 1, Inc.
860 Southfield Road Lincoln Park, MI 48186

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

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER (Name and Address):

City of Dearborn Heights
6045 Fenton Dearborn Heights, MI 48127

Bid Due Date: August 14, 2024

Description (Project Name— Include Location):

2024-2026 Street pavement program dearborn heights, mi

BOND

Bond Number: B 1319471

Date: August 13, 2024

Penal sum 5% Percent of the Total Bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Santos Cement 1, Inc.

(Seal)

Selective Insurance Company of America

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)

Rafael Santos Jr.

Print Name

Jenny Clay Attorney-In-Fact

Print Name

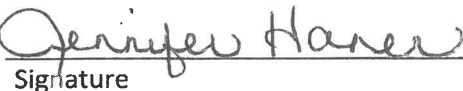
President

Title

Jenny Clay Attorney-In-Fact

Title

Attest:


Signature

Attest:


Signature

Title Finance Manager

Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

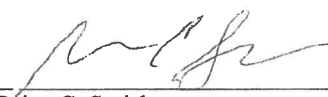
does hereby appoint **Jenny Clay**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$4,000,000.00**

Signed this 12th day of August, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By:


Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



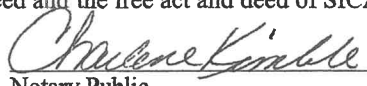
STATE OF NEW JERSEY :

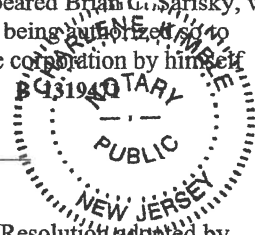
:ss. Branchville

COUNTY OF SUSSEX :

On this 12th day of August, 2024 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



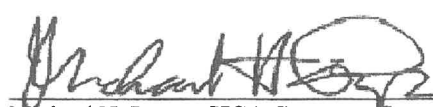
The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 12th day of August, 2024.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1319471

STATEMENT OF FINANCIAL CONDITION

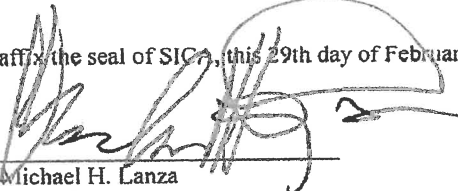
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2023:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,315,162	Reserve for losses and loss expenses	\$1,501,493
Preferred stocks at convention value	15,909	Reserve for unearned premiums	680,747
Common stocks at convention values	72,576	Provision for unauthorized reinsurance	2,119
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	44,147
Short-term investments	94,895	Other accrued expenses	31,829
Mortgage loans on real estate (including collateral loans)	104,955	Other liabilities	<u>516,212</u>
Other invested assets	249,031	Total liabilities	2,776,547
Interest and dividends due or accrued	21,066		
Premiums receivable	628,147	Surplus as regards policyholders	<u>938,765</u>
Other admitted assets	<u>213,571</u>		
Total admitted assets	3,715,312	Total liabilities and surplus as regards policyholders	3,715,312

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 29th day of February, 2024.

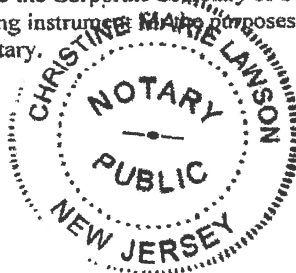

Michael H. Lanza
SICA Corporate Secretary

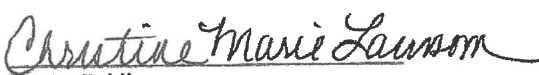
STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 20 day of FEB 2024, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.




Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

Proposal

Rotondo Construction Inc
20771 Randall St
Farmington Hills, MI 48336

City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Re: 2024-2026 Street and Sidewalk Repair

Gentlemen:

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

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

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

ADDENDUM NO.	DATE OF RELEASE	SIGNATURE
<u>1</u>	<u>8/12/24</u>	<u>Man Rotto</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

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

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

PROPOSAL (Continued)

Line #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS	LINE TOTAL
1	TRAFFIC MAINTENACE AND CONTROL	LSUM	1	\$ 30,000.00	Thirty thousand dollars	\$ 30,000.00
2	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	10,000	\$ 80.00	Eighty dollars	\$ 800,000.00
3	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	5,000	\$ 84.00	Eighty-four dollars	\$ 420,000.00
4	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	4,000	\$ 83.00	Eighty-three dollars	\$ 332,000.00
5	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	2,000	\$ 87.00	Eighty-seven dollars	\$ 174,000.00
6	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY APPROACH AND SIDEWALK	SFT	1,000	\$ 12.00	Twelve dollars	\$ 12,000.00
7	EARTH EXCAVATION	CYD	10,000	\$ 30.00	Thirty dollars	\$ 300,000.00
8	SUBGRADE UNDERCUTTING	CYD	6,000	\$ 30.00	Thirty dollars	\$ 180,000.00
9	BASE COARSE AGGREGATE 21AA	CYD	10,000	\$ 20.00	Twenty dollars	\$ 200,000.00
10	ADJUSTING STRUCTURE	EACH	100	\$ 300.00	Three hundred dollars	\$ 30,000.00
11	RECONSTRUCT STRUCTURE	VFT	500	\$ 250.00	Two hundred and fifty dollars	\$ 125,000.00
12	NEW FRAME AND COVER	EACH	500	\$ 750.00	Seven hundred and fifty dollars	\$ 375,000.00
13	EDGE DRAIN, 6 INCH	LFT	1,800	\$ 20.00	Twenty dollars	\$ 36,000.00
14	REMOVE AND REPLACE 4 INCH CONCRETE SIDEWALK	SFT	2,000	\$ 9.00	Nine dollars	\$ 18,000.00
15	ADA CONCRETE RAMP, 7 INCH	SFT	10,000	\$ 14.00	Fourteen dollars	\$ 140,000.00
16	REMOVE AND REPLACE 12 INCH RCP STORM PIPE	LFT	500	\$ 160.00	One hundred and sixty dollars	\$ 80,000.00
17	REMOVE AND REPLACE 18 INCH RCP STORM PIPE	LFT	500	\$ 185.00	One hundred and eighty-five dollars	\$ 92,500.00
18	JOINTS SEALING	LFT	20,000	\$ 3.00	Three dollars	\$ 60,000.00
19	CONCRETE TESTING AND COMPRESSIVE STRENGTH	CYLINDER	800	\$ 500.00	Five hundred dollars	\$ 400,000.00
					PROJECT TOTAL	\$ 3,804,500.00

CHANGE ORDER WILL BE REQUIRED FOR SANITARY MANHOLES IF THEY ARE REQUIRED TO BE ENCAPSILATED/WAPPED (NOT SPECIFIED ON PLANS) - M.R.

PROPOSAL (Continued)

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

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

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

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

The undersigned agrees that time is of the essence and, if awarded Contract, that the Work will achieve Substantial Completed and Final Completion within the time limits as outlined in the Agreement.

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

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

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

a) Required Bid security in the form checked below:

- ☐ Certified Check
- ☐ Cashier's Check
- ☐ Money Order
- ☒ Bid Bond

b) Legal Status of Bidder.

PROPOSAL (Continued)

Bidder's Name ROTONDO CONSTRUCTION INC.

By Marc Rotondo
MARC ROTONDO

Address 20771 RANDALL ST.
FARMINGTON HILLS, MI
48336

Phone No. 248-474-0707

Fax. No. 248-474-9305

email MARC@ROTONDOCO.COM

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Rotondo Construction Corporation
20771 Randall Street, Farmington Hills, MI 48336

as Principal, hereinafter called Principal, and

Westfield Insurance Company
P.O. Box 5001, Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Dearborn Heights
6045 Fenton Street, Dearborn Heights, MI 48127

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. **Dollars (5% of Bid)**

WHEREAS, the Principal has submitted a bid for _____ (Here insert full name, address and description of project)

2024-2026 Street Pavement Program

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

Signed and sealed this 14th day of August, 2024.

Rotondo Construction Corporation

Maria Kaput { _____ (Principal) _____ (Seal)
(Witness) _____
_____ (Title)

James R. Ashburn { _____
(Witness) _____
_____ (Title)
Westfield Insurance Company

(Surety) _____ (Seal)
Nick Ashburn, Attorney in Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/10/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 2140302 11

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
PAUL M. HURLEY, ROBERT D. HEUER, MICHAEL D. LECHNER, HOLLY NICHOLS, NICK ASHBURN, MARK MADDEN, JOINTLY OR SEVERALLY

of TROY and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 10th day of MARCH A.D., 2017 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 10th day of MARCH A.D., 2017 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of August A.D., 2024 .



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

Q962903

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

ROTONDO CONSTRUCTION INC
20771 RANDALL ST
FARMINGTON HILLS, MI 48336

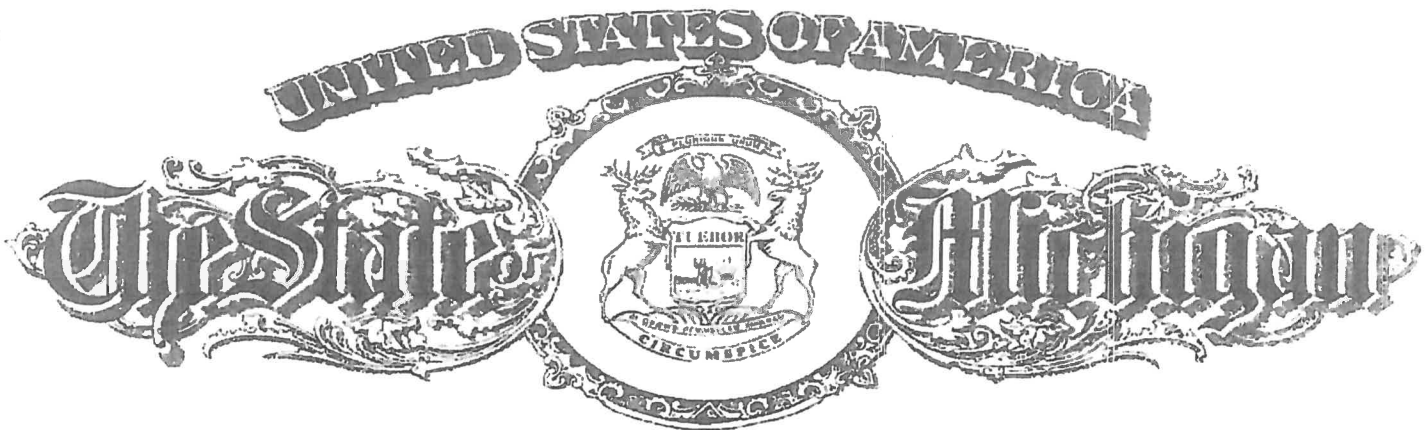
Qualifying Officer:
MARC A ROTONDO
Qualifying Officer #
242400333

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
262400401

Expiration Date:
05/31/2027

This document is duly
issued under the laws of the
State of Michigan



This is to Certify That

ROTONDO CONSTRUCTION, INC.

*was validly incorporated on December 6 , 1994 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation
is in good standing in Michigan as of this date and is duly authorized to transact business and for no other
purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 23010345602

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 18th day of January , 2023.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307		CONTACT NAME: Holli LaRose PHONE (A/C, No. Ext): (248) 519-1430 E-MAIL: hlarose@ghbh.com ADDRESS: hlarose@ghbh.com	
INSURED Rotondo Construction Corp Inc. 38807 Ann Arbor Rd., St. 2, Livonia MI 48150		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance Companies NAIC # 22543 INSURER B: Accident Fund Company 10166 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 23-24 Livonia Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CP3118995	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		A3118996	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DEF ☐ RETENTION \$		CU3118998	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	100068842	11/1/2023	11/1/2024	☒ PER STATUTE OTH-ER E.L. FACT ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine		CP3118995	11/1/2023	11/1/2024	Losses/Revised \$30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

manual cert 1304A (0315)
see laserfiche

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R McGregor/HLAROS

CITY OF DEARBORN HEIGHTS



Name of Bid: 2024-26 Street Pavement Program Rebid

Bid Date 8/14/2024

Bidder	Bid Deposit	Bid Amount	Notes
Audia Concrete Construction, Inc P.O. Box 72 Milford, Michigan 48381	5% Bid Bond	\$2,661,260.00	
G.V Cement Contractng Company 20000 Dix-Toledo Brownstown, Michigan 48183	5% Bid Bond	\$3,641,500.00	
Great Lakes Contracting Solutions 2300 Edinburgh Waterford, Michigan 48328	5% Bid Bond	\$3,758,150.00	
J.B Contractors 2933 Military St. Detroit, Michigan 48209	5% Bid Bond	\$4,243,350.00	
Rotondo Construction Inc 20771 Randall St Farmington Hills, MI 48336	5% Bid Bond	\$3,804,500.00	
Santos Cement Inc 860 Southfield Road Lincoln Park, MI 48146	5% Bid Bond	\$3,584,320.00	
A & G Construction & Remodeling LLC 1938 Campbell Street, 2nd Floor Detroit, Mi 48209	5% Bid Bond	\$2,383,800.00	

CITY OF DEARBORN HEIGHTS

Bill Bazzi, Mayor



REQUEST FOR PROPOSAL

for

2024 - 2026 Street Pavement Program

Issue Date: August 5, 2024

Pre-proposal Question Deadline: August 12, 2024 at 12:00 p.m., Local Time

Proposal Deadline: August 14, 2024 at 3:00 p.m., Local Time

Advertised on www.bidnetdirect.com/mitn

Purchasing Contact: Mathew Paul, Buyer

Phone: (313) 791-3443

Email: mpaul@dearbornheightsmi.gov

Technical questions must be directed to the City Engineer Ali Dib P.E by email at:

adib@dearbornheightsmi.gov

DESCRIPTION: Proposals are being solicited for the purpose of contracting with a licensed construction contractor to provide as-needed concrete pavement replacement sections at various locations throughout the City of Dearborn Heights.

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE NO.</u>
<u>PROCUREMENT REQUIREMENTS</u>	
Advertisement for Bids	00 1113-1
Instructions to Bidders	00 2113-1 - 5
Supplementary Instructions to Bidders	00 2213-1 - 2
Proposal	00 4243-1 - 4
<u>CONTRACTING REQUIREMENTS</u>	
Notice of Award	00 5100-1 - 2
Agreement Form	00 5200-1 - 4
Notice to Proceed	00 5500-1 - 2
Performance Bond	00 6112-1 - 2
Labor and Material Payment Bond (Public Works/Nonhighway)	00 6113-3 - 4
Engineer's Certificate for Payment	00 6275-1
Application for Payment Form	00 6276-1
Payment Schedule	00 6277-1
Substitution Request Form	00 6325-1
Change Proposal Form	00 6370-1
Certificate of Substantial Completion Form	00 6516-1
Sworn Statement	00 6520-1 - 2
General Conditions	00 7200-1 - 77
Supplementary Conditions	00 7300-1 - 3
Appendix A – Title VI Plan Compliance	00 7340-1
Addenda	00 9113-1

TABLE OF CONTENTS

(Continued)

<u>SUBJECT</u>	<u>PAGE NO.</u>
<u>SPECIFICATIONS</u>	
DIVISION 01 - GENERAL REQUIREMENTS	
01 1100 Summary of Work	01 1100-1 - 2
01 2200 Unit Prices	01 2200-1 - 2
01 3119 Project Meetings	01 3119-1 - 2
01 3300 Submittal Procedures	01 3300-1 - 7
01 4500 Quality Control	01 4500-1
01 5000 Temporary Facilities and Controls	01 5000-1 - 5
01 5713 Temporary Erosion and Sediment Control	01 5713-1 - 5
01 6000 Product Requirements	01 6000-1 - 2
01 7123 Construction Layout	01 7123-1 - 2
01 7700 Closeout Procedures	01 7700-1
01 8900 Site Construction Performance Requirements	01 8900-1 - 9
 DIVISION 04 - MASONRY	
04 0511 Mortaring and Grouting	04 0511-1 - 4
 DIVISION 31 - EARTHWORK	
31 2313 Subgrade Preparation	31 2313-1 - 8
31 2316 Structural Excavation and Backfill	31 2316-1 - 4
31 5000 Temporary Earth Retention Systems	31 5000-1 - 9
31 7000 Tunneling and Mining	31 7000-1 - 13
 DIVISION 32 - EXTERIOR IMPROVEMENTS	
32 1123 Aggregate Base Courses	32 1123-1 - 3
32 1313 Concrete Paving	32 1313-1 - 23
32 1315 Sidewalks and Driveways	32 1315-1 - 6

Advertisement for Bids

2024-2026 Street and Sidewalk Repair
CITY OF DEARBORN HEIGHTS

Sealed Bids will be received by City of Dearborn Heights Comptroller's office, comptroller@dearbornheightsmi.gov or submit at <http://www.bidnetdirect/mitn> until 3:00 P.M., Local Time, Wednesday, August 14, 2024 for the following work:

Street and sidewalk repair associated with water main repair and road repair including aggregate base course, curbs and gutters, roads, sidewalks, drives, and associated structure adjustments and drainage pipe.

Contract Documents are on file with Lynne M. Senia, Clerk.

Copies of the Contract Documents for bidding purposes must be obtained online by registering (free registration available) on BidNet at www.bidnetdirect/mitn.

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

The City of Dearborn Heights reserves the right to accept or reject any or all bids and to waive any informality in any bids should it consider same to be in its best interest.

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

All inquiries shall be directed to Robert Conrad, Public Works Director at 313-791-6000.

Lynne M. Senia, Clerk
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Instructions to Bidders:

Part 1 - General

1.01 Defined Terms

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to OWNER as distinct from a subbidder who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER makes an award. The terms "OWNER" and "ENGINEER" are defined in the Supplementary Instructions to Bidders.

1.02 Scope of Work

The scope and location of Work are set forth in Section 011100, Summary of Work.

1.03 Bidders Qualifications

No Bid will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the Contract Documents. In order to aid the OWNER in determining the responsibility of any Bidder, the Bidder, within 48 hours after being requested in writing by the OWNER to do so, shall furnish evidence, satisfactory to the OWNER, of the Bidder's experience and familiarity with Work of the character specified, and his financial ability to properly prosecute the proposed Work to completion within the specified time. The evidence requested may include, but shall not be limited to, the following:

- A. The address and description of the Bidder's plant or permanent place of business.
- B. The Bidder's performance records for all Work awarded to, or started by him within the past three years.
- C. An itemized list of the Bidder's equipment available for use on the proposed Contract.
- D. The Bidder's financial statement, including statement of ownership of equipment necessary to be used in executing Work under Contract.

- E. Evidence that the Bidder is authorized to do business in the state in which the project is located, in case of a corporation organized under the laws of any other state; and

- F. Such additional information as will satisfy the OWNER that the Bidder is adequately prepared to fulfill the Contract.

1.04 Examination of Contract Documents and Site

- A. It is the responsibility of each Bidder before submitting a Bid, to:

- (a) examine the Contract Documents thoroughly,

- (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work,

- (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; and

- (d) study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

- (e) promptly notify ENGINEER in writing of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between Contract Documents and such related documents.

- B. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Contract Documents.

If such reports are not included as appendices to the Contract Documents, OWNER will make copies available to any Bidder requesting them. These reports are included for reference only

and are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

The Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for bidding or construction purposes.

Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- C. On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes and clean up and restore the site to its former conditions upon completion of such investigations and tests.
- D. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in Section 01 1100, Summary of Work, or on the Plans.
- E. The locations of utilities as shown on the Plans are taken from sources believed to be reliable. Neither the OWNER nor the ENGINEER will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.
- F. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1.04, that without exception the Bid is based upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods,

techniques, sequences or procedures of construction (if any) that may be shown, indicated or required by the Contract Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in Contract Documents and the resolution by ENGINEER is acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work, and that the time stated in the Proposal is sufficient to complete the project.

1.05 Interpretations Addenda

Should any prospective bidder find discrepancies in, or omissions from the Plans, Specifications or other parts of the Contract Documents, he may submit a written request to the ENGINEER for an interpretation thereof. The person submitting the request will be held responsible for its prompt delivery at least seven (7) days prior to the date for opening of Bids. Questions received less than seven (7) days prior to the date for opening of bids will not be answered. Any interpretation of inquiry will be made by Addendum duly issued to all prospective bidders.

Any change in or addition to the Contract Documents deemed necessary by the OWNER shall be made in the form of an Addendum issued to all prospective bidders who have taken out Contract Documents and all such Addenda shall become a part of the Contract Documents as though same were incorporated into same originally. Oral explanations and information do not constitute official notification and are not binding.

1.06 Bid Security

- A. Bid Security shall be made payable to OWNER, in an amount of five (5) percent of the Bidder's maximum Bid price and in a form as indicated in the Advertisement. **Bid Bonds**, if indicated as acceptable in the Advertisement, shall be issued on the form included in the Contract Documents by a Surety meeting the requirements of paragraph 5.01 of the General Conditions.

- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earliest of the seventh day after the "Effective Date of Agreement" (which term is defined in the General Conditions) or the expiration of the hold period on the Bids. Bid Security of other Bidders will be returned within 14 days of the Bid opening, unless indicated otherwise in the Advertisement.

1.07 Contract Time

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

1.08 Substitute and "Or-Equal" Items

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

1.09 Receipt and Form of Bid

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Any Bid received after the scheduled time and place indicated in the Advertisement for Bids shall be returned unopened.

- A. The OWNER invites bids on the Proposal and other form(s) attached hereto. Bids will be received at the time and place indicated in the Advertisement and thereupon will be publicly opened and read. An abstract of the amounts of the base bids and any major alternates will be made available after the opening of Bids.
- B. The OWNER may consider as informal any Bid on which there is an alteration of, or departure from the Proposal Form attached hereto.
- C. The complete set of Contract Documents must be used in preparing Bids: neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. In order to verify the completeness of the set of Contract Documents the Bidder used in preparing his Bid, the OWNER may require the Bidder to submit the set of Contract Documents he used in preparing his Bid. The Bidder shall submit his Bid on the separate Proposal form included in these Contract Documents.
- D. The Proposal shall be legibly prepared, with ink or typewriter, on the form included in these Contract Documents. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. Proposals will be compared on basis of lump sum items, if any, and on product of the quantities of items listed at the respective unit prices bid.

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

1.10 Modifications and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw

his Bid and the Bid Security will be returned. Thereafter, at the sole option of the OWNER, that Bidder will be disqualified from further Bidding on the Work to be provided under the Contract Documents.

1.11 Award of Contract

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

- D. If the Contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within 60 days after the day of the Bid opening, unless such other time is specified in the Advertisement for Bids.

1.12 Signing of Agreement

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

Part 2 - Products (Not Used)

Part 3 - Execution (Not Used)

End of Section

Supplementary Instructions to Bidders

Part 1 General

1.01 Modifications

These Supplementary Instructions to Bidders amend or supplement the Instructions to Bidders as indicated below. All provisions which are not amended or supplemented remain in full force and effect.

The terms used in these Supplementary Instructions to Bidders have the meanings assigned to them in the Instructions to Bidders, General Conditions, and as follows:

- A. OWNER -- City of Dearborn Heights, 6045 Fenton Avenue, Dearborn Heights, MI 48127, a Municipal Corporation, and being a party of the first part of this Contract.
- B. ENGINEER -- City of Dearborn Heights, 6045 Fenton Avenue, Dearborn Heights, MI 48127, or his duly authorized representative.

SIB-1.09. Receipt and Form of Bid

Delete the first paragraph and subparagraph "A" of Article 1.09 of the Instructions to Bidders and insert the following in its place:

- A. Please follow these instructions carefully to submit a bid. Your bid may be considered non-responsive if it is not submitted as instructed below. Bids are considered received, when received by email at the Comptroller's Office or submitted at www.Bidnetdirect/mitn EBS option for registered users. Bids must be received as noted above before the specified due date and time; late bids will not be considered. Each bid must be submitted separately and electronically.
 - 1. Email Option - Scan your bid documents and email to comptroller@dearbornheightsmi.gov as an email attachment in either pdf or word format. In the email, please include the bid solicitation name, your company's address, telephone number and your contact information.
 - 2. Electronic Bid Submission Option - Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn You must be a registered user to participate in electronic bid submission.
 - a. Find City of Dearborn Heights solicitation you are bidding for.
 - b. Click on "Place a Bid" button.
 - c. Select "Place a new Bid" radio button and click on continue. The create bid interface opens.
 - d. Click on "Documents" tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
 - e. It will take you to the Pricing tab, and you will see a reminder to "don't forget to attach your pricing in the Documents section". Select Next button on the next screen in the "exception" section, select "No" or "Yes" In the "Bidder

- compliance & Authentication" section enter your complete name and password when prompted. Click on "Submit Bid" button.
- f. In the "bid submission confirmation" window select "No" or "yes" as your response.
 - g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.
3. Bid Deposit - Each bid must be accompanied by a certified or cashier's check in the amount of 5% or 5% bid bond of the gross sum bid. You must submit a photocopy of the bid bond as part of your bid documents. If you choose to send a cashier's check instead, please mail to Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127 with the name of the bid, your complete address and contact information. Please mail your cashier's check at least 7 business days prior to the bid opening date to make sure it will reach Comptroller's Office at the time of bid opening

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Proposal

City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Re: 2024-2026 Street and Sidewalk Repair

Gentlemen:

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

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

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

ADDENDUM NO.	DATE OF RELEASE	SIGNATURE

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

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

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

PROPOSAL (Continued)

Line #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS	LINE TOTAL
1	TRAFFIC MAINTENANCE AND CONTROL	LSUM	1			
2	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	10,000			
3	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH INTEGRAL CURB (4,000 psi)	SYD	5,000			
4	REMOVE REPLACE 7" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	4,000			
5	REMOVE REPLACE 8" CONCRETE PAVEMENT WITH 7 SACK CONCRETE MIX	SYD	2,000			
6	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY APPROACH AND SIDEWALK	SFT	1,000			
7	EARTH EXCAVATION	CYD	10,000			
8	SUBGRADE UNDERCUTTING	CYD	6,000			
9	BASE COARSE AGGREGATE 21AA	CYD	10,000			
10	ADJUSTING STRUCTURE	EACH	100			
11	RECONSTRUCT STRUCTURE	VFT	500			
12	NEW FRAME AND COVER	EACH	500			
13	EDGE DRAIN, 6 INCH	LFT	1,800			
14	REMOVE AND REPLACE 4 INCH CONCRETE SIDEWALK	SFT	2,000			
15	ADA CONCRETE RAMP, 7 INCH	SFT	10,000			
16	REMOVE AND REPLACE 12 INCH RCP STORM PIPE	LFT	500			
17	REMOVE AND REPLACE 18 INCH RCP STORM PIPE	LFT	500			
18	RESTORATION	LSUM	1			
19	JOINTS SEALING	LSUM	1			
20	CONCRETE TESTING AND COMPRESSIVE STRENGTH	CYLINDER	800			
					PROJECT TOTAL	

PROPOSAL (Continued)

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

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

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

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

The undersigned agrees that time is of the essence and, if awarded Contract, that the Work will achieve Substantial Completed and Final Completion within the time limits as outlined in the Agreement.

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

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

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

a) Required Bid security in the form checked below:

☐ Certified Check
☐ Cashier's Check
☐ Money Order
☐ Bid Bond

b) Legal Status of Bidder.

PROPOSAL (Continued)

Bidder's Name _____

By _____

Address _____

Phone No. _____

Fax. No. _____

email _____

Agreement

This Agreement, made and entered into this _____ day of _____ in the year 2024 by and between City of Dearborn Heights hereinafter called OWNER, and _____ hereinafter called CONTRACTOR, in consideration of the mutual covenants hereinafter sent forth, agree as follows:

ARTICLE 1. WORK

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

Street and sidewalk repair associated with road repair including aggregate base course, curbs and gutters, roads, sidewalks, drives, and associated structure adjustments and drainage pipe.

ARTICLE 2. CONTRACT TIME

2.1 This Work is a multi-year, indefinite quantity Contract. The Contract is for 2024, 2025 and 2026 construction seasons with an option for 2027. Work for each shall be completed by the end of each year as weather permits and ready for final payment in accordance with paragraph 14.11 of the General Conditions.

ARTICLE 3. CONTRACT PRICE

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

ARTICLE 4. PAYMENT PROCEDURES

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

4.1 The person representing the CONTRACTOR who will submit written requests for progress payments shall be: _____

4.2 The person representing the OWNER to whom requests for progress payments are to be submitted shall be: Robert Conrad, Public Works Director

4.3 The CONTRACTOR's representative, listed above, shall submit Applications for Payment on the form provided in the Contract Documents in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

5.1 CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations that may affect cost, progress, performance, or furnishing of the Work.

5.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Plans and Specifications and which have been identified in the Supplementary Conditions.

5.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 5.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

5.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

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

ARTICLE 6. CONTRACT DOCUMENTS

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

6.1 Procurement Requirements (including the Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Proposal, Legal Status of Bidder, and other Documents listed in the Table of Contents thereof).

6.2 This Agreement

6.3 Performance and other Bonds

6.4 Notice of Award

6.5 Notice to Proceed (if issued)

6.6 Conditions of the Contract (including General Conditions and Supplementary Conditions, if any)

6.7 Modifications to the Standard Specifications contained in Section 00 9120, Standard Specification Section Revisions.

6.8 Specifications contained within Division 01 through 49

6.09 Addenda numbers ____to ____, inclusive

6.10 Documentation submitted by CONTRACTOR prior to Notice of Award

6.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in four (4) counterparts. Two (2) counterparts each have been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 20____.

OWNER City of Dearborn Heights

CONTRACTOR _____

By _____

By _____

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

Agent for service of process: _____

Section 00 7200 General Conditions

<u>Article 1</u>	<u>Definitions</u>	6
<u>Article 2</u>	<u>Preliminary Matters</u>	13
<u>Article 3</u>	<u>Contract Documents Intent and Reuse</u>	14
<u>Article 4</u>	<u>Availability of Lands; Subsurface and Physical Conditions; Reference Points</u>	18
<u>Article 5</u>	<u>Bonds and Insurance</u>	23
<u>Article 6</u>	<u>CONTRACTOR's Responsibilities</u>	28
<u>Article 7</u>	<u>Work by Others</u>	41
<u>Article 8</u>	<u>OWNER's Responsibilities</u>	42
<u>Article 9</u>	<u>ENGINEER's Status During Construction</u>	43
<u>Article 10</u>	<u>Amending the Contract Documents; Changes in the Work</u>	47
<u>Article 11</u>	<u>Claims</u>	52
<u>Article 12</u>	<u>Cost of the Work; Allowances; Unit Price Work</u>	53
<u>Article 13</u>	<u>Tests and Inspection; Correction, Removal or Acceptance of Defective Work</u>	60
<u>Article 14</u>	<u>Payments to CONTRACTOR and Completion</u>	63
<u>Article 15</u>	<u>Suspension of Work and Termination</u>	71
<u>Article 16</u>	<u>Final Resolution of Disputes</u>	74
<u>Article 17</u>	<u>Miscellaneous</u>	75

Table of Contents

Article 1	Definitions.....	6
1.01	Defined Terms.....	6
1.02	Terminology	12
Article 2	Preliminary Matters	13
2.01	Delivery of Bonds and Insurance	13
2.02	Copies of Documents	13
2.03	Commencement of Contract Time; Notice to Proceed.....	13
2.04	Starting the Project	13
2.05	Preconstruction Meeting	13
2.06	Electronic Transmittals.....	14
Article 3	Contract Documents Intent and Reuse	14
3.01	Intent	14
3.02	Reference to Standards and Specifications of Technical Societies.....	15
3.03	Reporting and Resolving Discrepancies	15
3.04	Requirements of Contract Documents	16
3.05	Order of Precedence	16
3.06	Amending and Supplementing Contract Documents	17
3.07	Reuse of Documents	17
3.08	Electronic Data.....	17
Article 4	Availability of Lands; Subsurface and Physical Conditions; Reference Points	18
4.01	Availability of Lands	18
4.02	Subsurface and Physical Conditions; Investigations and Reports	18
4.03	Unforeseen Physical Conditions	19
4.04	Utilities.....	20
4.05	Reference Points	22
4.06	Constituents of Concern	22
Article 5	Bonds and Insurance	23
5.01	Performance and Other Bonds	23
5.02	Licensed Insurers and Sureties.....	24
5.03	Insurance	24
5.04	Limits of Liability	26
5.05	Notice of Cancellation or Intent Not to Renew.....	26
5.06	Evidence of Coverage	27
5.07	Qualification of Insurers	27
5.08	Damage Claims - Acknowledgment and Reports	27
5.09	Cost of Insurance	27

5.10	Waiver of Rights	27
5.11	Receipt and Application of Insurance Proceeds.....	28
Article 6	CONTRACTOR's Responsibilities	28
6.01	Supervision and Superintendence.....	28
6.02	Labor and Working Hours.....	29
6.03	Services, Materials and Equipment	29
6.04	Substitutes and "Or-Equals"	29
6.05	Concerning Subcontractors	31
6.06	Patent Fees and Royalties	32
6.07	Permits and Licenses	33
6.08	Laws and Regulations	33
6.09	Taxes	33
6.10	Use of Premises	34
6.11	Removal of Debris and Cleaning.....	34
6.12	Loading Structures.....	34
6.13	Protection of Utilities	34
6.14	Record Documents.....	35
6.15	Safety and Protection	35
6.16	Safety Representative	36
6.17	Hazard Communication Program	36
6.18	Emergencies	36
6.19	Shop Drawings and Samples	36
6.20	Submittal Procedures	36
6.21	ENGINEER's Review	37
6.22	Continuing the Work	38
6.23	CONTRACTOR's General Warranty and Guarantee	38
6.24	Indemnification	39
6.25	Delegation of Professional Design Services	40
Article 7	Work by Others.....	41
7.01	Related Work at Site	41
Article 8	OWNER's Responsibilities.....	42
8.01	Communication to CONTRACTOR	42
8.02	Replacement of ENGINEER.....	42
8.03	Furnishing Data	42
8.04	Pay When Due	42
8.05	Lands and Easements; Reports and Tests.....	42
8.06	Change Orders	42
8.07	Inspections, Tests, and Approvals.....	42

8.08	Limitation on OWNER's Responsibility	43
8.09	Undisclosed Hazardous Materials.....	43
8.10	OWNER'S Designated Representative.....	43
Article 9	ENGINEER's Status During Construction	43
9.01	OWNER's Representative.....	43
9.02	Visits to Site	43
9.03	Resident Project Representative	43
9.04	Clarifications and Interpretations.....	45
9.05	Authorized Variations in Work - Field Order	45
9.06	Rejecting Defective Work	45
9.07	Shop Drawings, Change Orders, and Payments.....	45
9.08	Determinations for Unit Price Work.....	46
9.09	Decisions on Disagreements, Claims.....	46
9.10	Limitations on ENGINEER's Responsibilities	46
Article 10	Amending the Contract Documents; Changes in the Work	47
10.01	Amending and Supplementing Contract Documents.....	47
10.02	OWNER-Authorized Changes in the Work	48
10.03	Unauthorized Changes in the Work.....	48
10.04	Change of Contract Price	49
10.05	Change of Contract Times	50
10.06	Change Proposals.....	50
10.07	Execution of Change Orders.....	51
10.08	Notification to Surety.....	52
Article 11	Claims.....	52
11.01	Claims.....	52
Article 12	Cost of the Work; Allowances; Unit Price Work.....	53
12.01	Cost of Work.....	53
12.02	Allowances.....	57
12.03	Unit Price Work.....	57
12.04	Delays in CONTRACTOR's Progress.....	58
Article 13	Tests and Inspection; Correction, Removal or Acceptance of Defective Work.....	60
13.01	Access to Work.....	60
13.02	Tests and Inspections	60
13.03	Uncovering Work	61
13.04	Defective Work.....	61
13.05	OWNER May Stop the Work.....	62
13.06	Correction or Removal of Defective Work	62
13.07	Guarantee Period.....	62

13.08	Acceptance of Defective Work.....	62
13.09	OWNER May Correct Defective Work.....	63
Article 14	Payments to CONTRACTOR and Completion.....	63
14.01	Schedules.....	63
14.02	Application for Progress Payment	64
14.03	Retainage	64
14.04	Review of Applications for Progress Payment.....	65
14.05	Payment Becomes Due.....	66
14.06	CONTRACTOR's Warranty of Title	67
14.07	Substantial Completion.....	68
14.08	Partial Utilization	68
14.09	Final Inspection	69
14.10	Final Application for Payment	69
14.11	Final Payment and Acceptance.....	70
14.12	Final Completion Delayed.....	70
14.13	Waiver of Claims.....	71
14.14	Late Payments	71
Article 15	Suspension of Work and Termination.....	71
15.01	OWNER May Suspend Work.....	71
15.02	OWNER May Terminate for Cause	71
15.03	Termination for Convenience	73
15.04	CONTRACTOR May Stop Work or Terminate	74
Article 16	Final Resolution of Disputes.....	74
16.01	Methods and Procedures	74
Article 17	Miscellaneous	75
17.01	Giving Notice	75
17.02	Computation of Time	75
17.03	General	75
17.04	Professional Fees and Court Costs Included	75
17.05	Nondiscrimination of Employment	75
17.06	Post Completion Date Engineering and Inspection Costs	75
17.07	Waiver of Consequential Damages	76
17.08	No Waiver	76
17.09	Controlling Law	76
17.10	Headings	76

Article 1 Definitions

1.01 Defined Terms

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

- a. A demand or assertion by OWNER directly to CONTRACTOR, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by ENGINEER concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting ENGINEER's decision regarding a Change Proposal; seeking resolution of a contractual issue that ENGINEER has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by CONTRACTOR directly to OWNER, duly submitted in compliance with the procedural requirements set forth herein, contesting ENGINEER's decision regarding a Change Proposal, or seeking resolution of a contractual issue that ENGINEER has declined to address.
 - c. A demand or assertion by OWNER or CONTRACTOR, duly submitted in compliance with the procedural requirements set forth herein, arising after ENGINEER has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 10. Constituents of Concern -- Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 11. Contract -- The entire and integrated written contract between OWNER and CONTRACTOR concerning the Work
- 12. Contract Documents -- Those items so designated in the Agreement, and which together comprise the Contract.
- 13. Contract Price -- The monies or other considerations payable by OWNER to CONTRACTOR for completion of acceptable Work in accordance with the Contract Documents as stated in the Agreement.
- 14. Contract Time -- The number of days or the date stated in the Agreement:
 - a. to achieve Substantial Completion of all or any specified portions of the Work, and;
 - b. to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.11.
- 15. CONTRACTOR -- The person, firm or corporation with whom OWNER has entered into the Agreement.
- 16. Cost of the Work -- The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined in paragraph 12.01.

17. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
18. Defective -- An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.
19. Drawings -- See Plans.
20. Effective Date of Agreement -- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
21. Electronic Document -- Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. Electronic Means -- Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow:
 - a. the transmission or communication of Electronic Documents;
 - b. the documentation of transmissions, including sending and receipt;
 - c. printing of the transmitted Electronic Document by the recipient;
 - d. the storage and archiving of the Electronic Document by sender and recipient; and
 - e. the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. ENGINEER -- The person, firm, or corporation identified in the Supplementary Instructions to Bidders hired by OWNER to prepare Plans and Specifications for the Project and to assist OWNER in interpreting Plans and Specifications during the performance of the Work. ENGINEER's authority and responsibility are set forth in the Contract between OWNER and ENGINEER. CONTRACTOR acknowledges and agrees that ENGINEER's obligations and duties under ENGINEER's contract with OWNER are obligations and duties to OWNER only, and ENGINEER has no independent obligation to CONTRACTOR of any kind, including but not limited to providing services, or to take any action or to refrain from taking action on behalf of CONTRACTOR or any Subcontractor, Sub-Subcontractor or Supplier.
24. Field Order -- A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraphs 9.04 and 9.05 but which does not involve a change in the Contract Price or the Contract Time.

25. Hazardous Environmental Conditions -- The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
26. Laws and Regulations; Laws or Regulations Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
27. Lump Sum -- Construction Work where the OWNER pays a single stipulate price (Lump Sum) for the entire scope of Work; plus or minus alternates and/or allowances. However, unit prices may be required for individual items of Work for the purposes of changes, additions, or deletions.
28. Milestone -- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of the Work.
29. Notice of Award -- The written notice by OWNER to the apparent successful Bidder stating that, upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
30. Notice to Proceed -- A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
31. OWNER -- The public body or authority, corporation, limited liability company, association, partnership, or individual with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided and as identified in the Supplementary Instructions to Bidders.
32. Partial Utilization -- Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
33. Plans -- The part of the Contract Documents which graphically show the extent, character and Scope of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by the ENGINEER or OWNER; sometimes also referred to as Drawings.

- 34. Progress Schedule -- A schedule, prepared and maintained by CONTRACTOR, describing the sequence and duration of the activities comprising CONTRACTOR's plan to accomplish the Work within the Contract Times.
- 35. Project -- The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
- 36. Project Manual -- The volume assembled for the Project which may include, among other parts, Procurement Requirements, Contracting Requirements and Specifications.
- 37. Proposal -- The offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 38. Radioactive Material -- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 as amended.
- 39. Resident Project Representative -- The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.
- 40. Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 41. Schedule of Submittals -- A schedule, prepared and maintained by CONTRACTOR, of required Submittals and the time requirements for ENGINEER's review of the Submittals.
- 42. Schedule of Values -- A schedule, prepared and maintained by CONTRACTOR, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing CONTRACTOR's Applications for Payment.
- 43. Shop Drawings -- All drawings, diagrams, illustrations, schedules and other data or information required by the Contract Documents which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 44. Site -- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by OWNER which are designated for the use of CONTRACTOR.
- 45. Specifications -- That part of the Contract Documents which consist of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
 - a. Project Specifications are those portions of the Contract Documents which have been prepared specifically for this Project and which are identified by the job number in the lower right-hand corner of each page.
 - b. Standard Specifications are Specification sections that are the same from Project to Project as of the revision date shown in the lower left-hand corner of the page.

- c. Standard Specification Section Revisions -- Section 00 9120 of the Specifications which amends or supplements the Standard Specification Sections.
- 46. Subcontractor -- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.
- 47. Submittal -- A written or graphic document, prepared by or for CONTRACTOR, which the Contract Documents require CONTRACTOR to submit to ENGINEER, or that is indicated as a Submittal in the Schedule of Submittals accepted by ENGINEER. Submittals may include Shop Drawings and Samples; schedules; product data; OWNER-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by ENGINEER, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
- 48. Substantial Completion -- The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by the Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.11. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 49. Supplementary Conditions -- The part of the Contract Documents which amends or supplements these General Conditions.
- 50. Supplementary Instructions to Bidders -- The part of the Contract Documents which amends or supplements the Instructions to Bidders.
- 51. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR, or with any Subcontractor, or with OWNER, to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 52. Unit Price -- Construction Work where the OWNER pays a fixed sum (Unit Price) per each completed unit of Work. Units are listed on the Proposal Form.

- 53. Utilities – Underground or above ground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any structures or encasements containing such facilities, which have been installed to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, water or other liquids or chemicals.
- 54. Work -- The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 55. Work Change Directive -- A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and reviewed by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.03 or to emergencies under paragraph 6.18. A Work Change Directive will not change the Contract Price or Contract Time but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.01.

1.02 Terminology

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

3. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 4. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 5. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.
- B. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

Article 2 Preliminary Matters

2.01 Delivery of Bonds and Insurance

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Time; Notice to Proceed

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

2.04 Starting the Project

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

2.05 Preconstruction Meeting

- A. Within 10 days of the Effective Date of the Agreement and prior to the delivery of materials or the start of any construction, the CONTRACTOR shall request a Preconstruction Meeting from ENGINEER. A minimum of 3 full working days' notice shall be required.

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

2.06 Electronic Transmittals

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

Article 3 Contract Documents Intent and Reuse

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. ENGINEER will issue clarifications and interpretations of the Contract Documents as provided herein.

- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon OWNER and CONTRACTOR, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between OWNER or ENGINEER and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations; or
 - 3. any obligation on the part of ENGINEER to CONTRACTOR.

3.02 Reference to Standards and Specifications of Technical Societies

- A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, or Laws or Regulations in effect at the time of opening of Bids or, on the effective date of the Agreement if there were no Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be furnished and performed whether or not it is specifically called for.
- C. No provision of any standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.10 or any other provision of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

- A. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR has a duty to and shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR should reasonably have discovered and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby.

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

3.04 Requirements of Contract Documents

- A. During the performance of the Work and until final payment, CONTRACTOR and OWNER shall submit to the ENGINEER in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. ENGINEER will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. ENGINEER will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. ENGINEER's written clarification, interpretation, or decision will be final and binding on CONTRACTOR, unless it appeals by submitting a Change Proposal, and on OWNER, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve
 - 1. the performance or acceptability of the Work under the Contract Documents,
 - 2. the design (as set forth in the Drawings, Specifications, or otherwise), or
 - 3. other engineering or technical matters, then ENGINEER will promptly notify OWNER and CONTRACTOR in writing that ENGINEER is unable to provide a decision or interpretation. If OWNER and CONTRACTOR are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in paragraph 11.01.

3.05 Order of Precedence

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

3.06 Amending and Supplementing Contract Documents

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

3.07 Reuse of Documents

- A. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, Supplier, distributor, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER:
 - 1. shall have or acquire any title to or ownership rights in any of the Plans, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and
 - 2. they shall not reuse any of such Plans, Specification, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

3.08 Electronic Data

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

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

4.01 Availability of Lands

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

4.02 Subsurface and Physical Conditions; Investigations and Reports

- A. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and physical conditions at the Site or otherwise affecting cost, progress or performance of the Work which have been reviewed in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
 - B. The locations of utilities or other physical conditions relating to existing surface or subsurface structures at or contiguous to the Site as shown on the Plans are taken from drawings from sources believed to be reliable. Neither the OWNER nor ENGINEER will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.
 - C. CONTRACTOR shall draw its own conclusions as to the general accuracy of the "technical data" contained in such reports and drawings, and confirms such reports and drawings are not Contract Documents. CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:
 - a. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or
 - b. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or
 - c. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
2. The cost of all the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for:
- a. reviewing and checking all such information and data,
 - b. locating all Utilities during construction,

- c. coordination of the Work with the owners of such Utilities, and
- d. the safety and protection of all such Utilities as provided in paragraph 6.15 and repairing any damage thereto resulting from the Work.

4.03 Unforeseen Physical Conditions

- A. A. If CONTRACTOR discovers one or both of the following physical conditions of surface or subsurface at the Project or improvement Site, before disturbing the physical condition, the CONTRACTOR shall immediately notify OWNER and ENGINEER of the physical condition; and follow up within 48 hours in writing:
 - 1. A subsurface or a physical condition at the Site differing materially from those indicated in the Contract Documents, or
 - 2. An unknown physical condition at the Site of a nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the improvement project.
- B. ENGINEER's Review. After receipt of written notice as required by the preceding paragraph, ENGINEER will promptly review the subsurface or physical condition in question; determine the necessity of OWNER's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in paragraph 4.03.A above; obtain any pertinent cost or schedule information from CONTRACTOR; prepare recommendations to OWNER regarding the CONTRACTOR's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise OWNER in writing of ENGINEER's findings, conclusions, and recommendations.
- C. OWNER's Statement to CONTRACTOR Regarding Site Condition. After receipt of ENGINEER's written findings, conclusions, and recommendations, OWNER shall issue a written statement to CONTRACTOR (with a copy to ENGINEER) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting ENGINEER's written findings, conclusions, and recommendations, in whole or in part.
- D. Possible Price and Times Adjustments.
 - 1. CONTRACTOR shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in paragraph 4.03.A;
 - b. with respect to Work that is paid for on a Unit Price basis, any adjustment in Contract Price will be subject to the provisions of paragraph 12.03; and

- c. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times pursuant to paragraph 10.05.
- 2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. CONTRACTOR knew of the existence of such condition at the time CONTRACTOR made a commitment to OWNER with respect to Contract Price and Contract times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such commitment; or
 - c. CONTRACTOR failed to give the written notice as required by paragraph 4.03.A.
- 3. If OWNER and CONTRACTOR agree regarding CONTRACTOR's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order or Work Change Directive.
- 4. CONTRACTOR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after OWNER's issuance of the OWNER's written statement to CONTRACTOR regarding the subsurface or physical condition in question.

4.04 Utilities

- A. CONTRACTOR's Responsibilities. The information and data shown or indicated in the Contract Documents with respect to existing Utilities at or adjacent to the Site, if any, is based on information and data furnished to OWNER or ENGINEER by the owners of such Utilities, including OWNER, or by others.
 - 1. OWNER and ENGINEER do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Utilities at the Site;
 - b. locating all Utilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including OWNER) of such Utilities, during construction; and

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

During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.
- D. OWNER's Statement to CONTRACTOR Regarding Utilities. After receipt of ENGINEER's written findings, conclusions, and recommendations, OWNER shall issue a written statement to CONTRACTOR (with a copy to ENGINEER) regarding the Utilities in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting ENGINEER's written findings, conclusions, and recommendations in whole or in part.
- E. Possible Price and Times Adjustments:
 - 1. CONTRACTOR shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Utilities at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Utilities in question;
 - b. With respect to Work that is paid for on a Unit Price basis, any adjustment in Contract Price will be subject to the provisions of paragraph 12.03;

- c. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times; and
 - d. CONTRACTOR gave the notice required in paragraph 4.04.B.
- 2. If OWNER and CONTRACTOR agree regarding CONTRACTOR's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. CONTRACTOR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after OWNER's issuance of the OWNER's written statement to CONTRACTOR regarding the Underground Facility in question.

4.05 Reference Points

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

4.06 Constituents of Concern

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

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

Article 5 Bonds and Insurance

5.01 Performance and Other Bonds

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

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

5.02 Licensed Insurers and Sureties

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

5.03 Insurance

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

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

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

6. Umbrella or Excess Liability

- a. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to CONTRACTOR's General Liability and Automobile Liability Insurance and shall be written on an occurrence basis.

7. Railroad Protective Liability

- a. Where any of the Work is within a railroad right-of-way or where a limit of liability is identified in the Supplementary Conditions, CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over rights of way across which Work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(ies) involved. See the Supplementary Conditions for limits and coverage requested.

8. CONTRACTOR's Professional Liability Insurance

- a. If CONTRACTOR will provide or furnish professional services under this Contract through a delegation of professional design services or otherwise, then CONTRACTOR shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against Claims arising out of performance of professional design or related services caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by CONTRACTOR itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

B. OWNER's responsibilities in respect of purchasing and maintaining insurance are set forth below:

- 1. OWNER shall assume responsibility for such boiler and machinery insurance as may be required or considered to be necessary by OWNER in the course of construction, testing or after completion.

- a. OWNER shall assume responsibility for such insurance as will protect the OWNER against any loss of use of OWNER's property due to those perils insured pursuant to paragraph 1 above.

5.04 Limits of Liability

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

5.05 Notice of Cancellation or Intent Not to Renew

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

5.06 Evidence of Coverage

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

5.07 Qualification of Insurers

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

5.08 Damage Claims - Acknowledgment and Reports

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

5.09 Cost of Insurance

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

5.10 Waiver of Rights

- A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.03 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants (and all other persons or entities identified in the Supplementary General Conditions to be listed as insureds or additional insureds in such policies) and will provide primary coverage for all losses and damages caused by the perils covered thereby. Such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- B. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary General Conditions to be listed as insureds or additional insureds under such policies for loss and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11 Receipt and Application of Insurance Proceeds

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

Article 6 CONTRACTOR's Responsibilities

6.01 Supervision and Superintendence

- A. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies with the Contract Documents. However, if specific means, methods, techniques, sequences and procedures of construction are prescribed in the Plans or Specifications, CONTRACTOR shall be responsible to comply therewith, but may implement such prescribed Work in a manner of CONTRACTOR's choosing so long as the Work complies with the requirements of the Plans and Specifications.

- B. At all times during the progress of the Work, CONTRACTOR shall assign and maintain a competent superintendent who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. Any superintendent or foreman who neglects to have Work done in accordance with the Plans and Specifications shall be removed from the Project. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

6.02 Labor and Working Hours

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

6.03 Services, Materials and Equipment

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

6.04 Substitutes and "Or-Equals"

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

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

- D. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.
- E. All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense. ENGINEER will be the sole judge of acceptability, and ENGINEER's determination shall be final and binding, may not be reversed through an appeal under any provisions of the Contract Documents, and no "or-equal" or substitute shall be ordered, installed or utilized without ENGINEER's prior written acceptance. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute which has been approved by ENGINEER.
- F. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating any proposed substitute and in making any changes in the Contract Documents resulting therefrom.

6.05 Concerning Subcontractors

- A. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organizations, including those who are to furnish the principal items of materials or equipment, whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall furnish ENGINEER a complete list of any Subcontractor, Supplier or other person or organization furnishing principal items of material or equipment within 4 days of request. Failure to object to any Subcontractor, Supplier, other person or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.
- B. If OWNER or ENGINEER, after due investigation, has reasonable objection to any Subcontractor, Supplier, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

- C. The CONTRACTOR shall not award Work to Subcontractor(s), in excess of 50% of the Contract Price, without prior written approval of the OWNER.
- D. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors, Suppliers and of persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization. OWNER or ENGINEER may furnish to any Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.
- E. The CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.
- F. If the amount of the subcontract or the nature of the Work to be performed thereunder warrants, OWNER may require Subcontractor to furnish, for the benefit of the OWNER and CONTRACTOR jointly, Bonds in an amount proportioned to the amount of his subcontract, and for the same purpose and under the same specifications as those of the general Contract. The Surety on the general Contract shall not be eligible to furnish such Subcontract Bonds.
- G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as and additional insured on the property insurance provided in paragraph 5.03.A.5, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same. CONTRACTOR shall file a true copy of such agreement with OWNER.

6.06 Patent Fees and Royalties

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

6.07 Permits and Licenses

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

6.08 Laws and Regulations

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

6.09 Taxes

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

6.10 Use of Premises

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

6.11 Removal of Debris and Cleaning

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

6.12 Loading Structures

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

6.13 Protection of Utilities

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

6.14 Record Documents

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

6.15 Safety and Protection

- A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Work Site or who may be affected by the Work,
 - 2. all the Work and materials or equipment to be incorporated therein, whether in storage on or off the Site, and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and Utilities and not designated for removal, relocation or replacement in the course of construction.
- B. CONTRACTOR shall comply with all applicable Laws and Regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property, Utilities, and utility owners when prosecution of the Work may affect them.
- C. CONTRACTOR shall restore, at his own expense, any public or private property damaged or injured in consequence of any act or omission on his part, or on the part of his employees or agents, to a condition equal or better than that existing before such injury or damage was done. If CONTRACTOR neglects to restore or make good such damages or injury, OWNER may, upon 48 hours' notice, proceed to restore or make good such damage or injury and to order the cost thereof deducted from any monies that are due, or may become due, to CONTRACTOR for this Work.
- D. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.11 that the Work is Acceptable.
- E. CONTRACTOR shall comply with the applicable requirements of OWNER's safety programs, if any. Any OWNER's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- F. CONTRACTOR shall inform OWNER and ENGINEER of the specific requirements of CONTRACTOR's safety program with which OWNER's and ENGINEER's employees and representatives must comply while at the Site.

- G. CONTRACTOR's duties and responsibilities for safety and protection will continue until all the Work is completed, ENGINEER has issued a written notice to OWNER and CONTRACTOR in accordance with paragraph 14.11 that the Work is acceptable, and CONTRACTOR has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- H. CONTRACTOR's duties and responsibilities for safety and protection will resume whenever CONTRACTOR or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

6.16 Safety Representative

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

6.17 Hazard Communication Program

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

6.18 Emergencies

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

6.19 Shop Drawings and Samples

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

6.20 Submittal Procedures

- A. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:
 - 1. all field measurements, quantities, dimension, specified performance criteria, installation requirements, manufacturer's recommendations, material, catalog numbers and similar information with respect thereto,
 - 2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and
 - 3. all information relative to CONTRACTOR's responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- B. CONTRACTOR shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
- C. Each Submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to review and approval of that Submittal.
- D. At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to ENGINEER for review of each such variation.
- E. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous Submittals.
- F. CONTRACTOR shall furnish required Submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. ENGINEER will record ENGINEER's time for reviewing a fourth or subsequent submittal of Shop Drawings, sample, or other item requiring approval, and CONTRACTOR shall be responsible for ENGINEER's charges to OWNER for such time. OWNER may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges.
- G. If CONTRACTOR requests a change of a previously approved Submittal item, CONTRACTOR shall be responsible for ENGINEER's charges to OWNER for its review time, and OWNER may impose a set-off against payments due to CONTRACTOR to secure reimbursement for such charges, unless the need for such change is beyond the control of CONTRACTOR.

6.21 ENGINEER's Review

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

6.22 Continuing the Work

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

6.23 CONTRACTOR's General Warranty and Guarantee

- A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or their employees, agents, or representatives, or any person or entity for whom CONTRACTOR is responsible; or
 - 2. normal wear and tear under normal usage.
- B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by ENGINEER;
 - 2. recommendation of any progress or final payment by ENGINEER;
 - 3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
 - 4. use or occupancy of any part of the Work by OWNER;
 - 5. any acceptance by OWNER or failure to do so;

6. any review or approval of a Shop Drawing or Sample Submittal or the issuance of a notice of acceptability by ENGINEER per paragraph 14.11;
 7. any inspection, test or approval by others; or
 8. any correction of defective Work by OWNER.
- C. If Contract requires the CONTRACTOR to accept the assignment of a contract entered into by OWNER, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to CONTRACTOR's performance obligations to OWNER for the Work described in the assigned Contract.
 - D. CONTRACTOR shall assign to OWNER all warranties extended to CONTRACTOR by material Suppliers and Subcontractors. If an assignment of warranty requires the material Supplier or Subcontractor to consent to same, then CONTRACTOR shall secure the material Supplier's or Subcontractor's consent to assign said warranties to OWNER.
 - E. The warranties provided in this section shall be in addition to, and not in limitation of, any other warranty or remedy required by law.

6.24 Indemnification

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (with counsel acceptable to OWNER) and hold harmless OWNER, ENGINEER and any additional indemnitees identified in the Supplementary Conditions and their respective directors, officers, members, partners, affiliates, employees, agents and successors, from and against any and all liabilities, claims, causes of action, lawsuits, liens, injuries, damages, losses and expenses (collectively "Demands") to the extent caused by, arising out of, resulting from or occurring in connection with:
 1. CONTRACTOR's breach of, or failure to comply with, the Agreement, the Contract Documents, or any other contract that it enters into regarding the Work, including any default in performance; or
 2. Personal injury or death to any person (including, but not limited to, CONTRACTOR, CONTRACTOR's employees, Subcontractors, Subcontractors' employees, and material Suppliers) or injury to or destruction of property (including claims for loss of use) caused by, arising out of, resulting from, or in any way connected with
 - a. the Work,
 - b. any activity associated with the Work, or
 - c. the operations or acts of commission or omission of CONTRACTOR, CONTRACTOR's employees, Subcontractors, Subcontractors' employees, material suppliers, or anyone for whom CONTRACTOR is legally liable in the performance of Work, whether arising before or after completion of the Work.
- B. To the extent caused by, arising out of, resulting from, or occurring in connection with the provisions of the above paragraph 6.24.A, CONTRACTOR's indemnity obligations under this Agreement shall include, but are not limited to:

1. Indemnity for all damages and judgment interest, all costs and fees, including, but not limited to, all defense costs, expenses and actual attorneys' fees, and all settlement payments relating to, arising out of, resulting from or in any way connected with any demand requiring indemnity by this Agreement;
 2. All expenses, including but not limited to, costs, expenses and actual attorneys' fees, incurred in securing and enforcing indemnity from CONTRACTOR if CONTRACTOR fails or refuses promptly to fulfill any of the indemnity obligations under this Agreement;
 3. All indemnification obligations imposed upon OWNER or ENGINEER, or both, arising out of or in connection with the Work; and
 4. Indemnification for any penalties and/or fines arising or resulting from CONTRACTOR's or any SUBCONTRACTOR's failure to comply with laws and/or regulations applicable to its/their Work.
- C. Contractor's duty to indemnify under Subpart A.2. of Article 6.24 is limited to the negligence of Contractor, Contractor's employees, Subcontractors, Subcontractor's employees, material Suppliers, or anyone for whom Contractor is legally liable in the performance of the Work, whether arising before or after the completion of the Work.
- D. The indemnification rights under this Agreement shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist.
- E. OWNER, at its option, may select counsel to defend any demand brought against it without impairing any obligation of the CONTRACTOR to provide indemnification.
- F. The indemnification provisions under this Agreement shall survive the completion or termination of this Agreement.
- G. In the case of claims by any employee of CONTRACTOR, anyone directly or indirectly employed by CONTRACTOR, or anyone for whose acts CONTRACTOR may be liable, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under workers' compensation acts. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.
- H. Indemnification, additional insured and hold harmless obligations of CONTRACTOR and Subcontractor under the Contract Documents shall survive the termination of this Agreement.
- I. CONTRACTOR and Subcontractors will compel their insurance company to waive subrogation against OWNER, all ENGINEERS and all CONTRACTORS and Subcontractors identified as additional insureds in the Contract Documents, including any municipal entity now existing or newly created during the term of the Contract Documents.

6.25 Delegation of Professional Design Services

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

Article 7 Work by Others

7.01 Related Work at Site

- A. In addition to and apart from the Work under the Contract Documents, the OWNER may perform other work at or adjacent to the Site. Such other work may be performed by OWNER's employees, or through contracts between the OWNER and third parties. OWNER may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If any part of CONTRACTOR's Work depends on proper execution or results upon the work of any such other contractor or utility owner, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable, or unsuitable for such proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

- C. CONTRACTOR shall afford each contractor who is party to such a direct contract, and each utility owner, (and OWNER, if OWNER is performing the additional work with OWNER's employees), proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of CONTRACTOR's Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.
- D. If the performance of additional work by other contractors, utility owner, or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR, or requires an extension of the Contract Time, CONTRACTOR may make a Claim therefor as provided in paragraph 11.01. Claims for delay or inconveniences due to operations of such other parties for work noted in the Contract Documents will not be allowed.

Article 8 OWNER's Responsibilities

8.01 Communication to CONTRACTOR

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

8.02 Replacement of ENGINEER

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

8.03 Furnishing Data

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

8.04 Pay When Due

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

8.05 Lands and Easements; Reports and Tests

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

8.06 Change Orders

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

8.07 Inspections, Tests, and Approvals

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

8.08 Limitation on OWNER's Responsibility

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

8.09 Undisclosed Hazardous Materials

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

8.10 OWNER'S Designated Representative

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

Article 9 ENGINEER's Status During Construction

9.01 OWNER's Representative

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

9.02 Visits to Site

- A. ENGINEER may make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work, and to determine solely for the benefit of OWNER, in general, if the Work is proceeding in accordance with the technical requirements of the Contract Documents. It will not be the responsibility of ENGINEER to make exhaustive or continuous on Site inspections to check the quality or quantity of the Work.

9.03 Resident Project Representative

- A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. A Resident Project Representative will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on Site Work shall in general be only with ENGINEER and CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of CONTRACTOR. The Resident Project Representative's duties and responsibilities include:
 - 1. Schedules
 - a. Review the Progress Schedule, Schedule of Submittals and Schedule of Values prepared by CONTRACTOR.
 - 2. Conferences

- a. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and OWNER, and notify those expected to attend in advance.
- 3. Liaison
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the technical aspects of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on Site operations.
- 4. Shop Drawings and Samples
 - a. Advise ENGINEER and CONTRACTOR, or CONTRACTOR's superintendent, immediately of the commencement of any Work requiring a Shop Drawing or Sample submission if the submission was identified on the schedule and has not been reviewed by ENGINEER.
- 5. Review of Work, Rejection of Defective Work, Inspections, and Tests:
 - a. Conduct on Site observations of the Work and report to ENGINEER whenever Resident Project Representative believes that technical aspects of any executed Work is unsatisfactory, faulty or defective or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when Resident Project Representative believes that any partially completed portion of the Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - b. Observe, record and report to ENGINEER appropriate details relative to test procedures and startups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- 6. Modifications
 - a. Consider CONTRACTOR's suggestions for modifications in Plans or Specifications and report them to ENGINEER.
- 7. Reports
 - a. Prepare periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved Progress Schedule and Schedule of Submittals.
- 8. Completion
 - a. Verify that all items on final list of items requiring completion or correction have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
- 9. Exceptions

a. Resident Project Representative:

- (1) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- (2) Shall not approve or accept any portion of the completed Work.
- (3) Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work.
- (4) Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- (5) Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
- (6) Shall not advise on or issue directions regarding CONTRACTOR's failure to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

9.04 Clarifications and Interpretations

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

9.05 Authorized Variations in Work - Field Order

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

9.06 Rejecting Defective Work

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

9.07 Shop Drawings, Change Orders, and Payments

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

- C. ENGINEER's responsibilities in respect of Applications for Payment are set forth in Article 14.

9.08 Determinations for Unit Price Work

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

9.09 Decisions on Disagreements, Claims

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

9.10 Limitations on ENGINEER's Responsibilities

- A. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents, nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of ENGINEER to OWNER or CONTRACTOR, any Subcontractor, any manufacturer, fabricator, Supplier, distributor, surety, or any other person, employee, or agent of any of them.
- B. ENGINEER will not supervise, direct, control or have authority over, or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents. These limitations on authority and responsibility shall also apply to ENGINEER's Consultant's, Resident Project Representative and assistants.
- C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, Supplier, or of any other individual or entity performing any of the Work.

- D. ENGINEER will not be responsible to CONTRACTOR or any Subcontractor, or Supplier, or to their agents or employees for injuries, damages, claims, losses, or expenses (including attorney's fees) of whatsoever kind resulting from or caused by any act or omission of ENGINEER in preparation for, arising from, relating to, or concerning the Project. Such acts or omissions include, but are not limited to, ENGINEER's negligence, tortuous conduct, errors, omissions, strict liability, breach of contract, or breach of warranty. ENGINEER makes no representations to CONTRACTOR, Subcontractors, Suppliers or their agents or employees regarding or respecting any work performed by ENGINEER in preparation for, arising from, relating to, or concerning the Project.
- E. Neither CONTRACTOR, its agents or employees, nor any Subcontractors or Suppliers or their agents or employees, are intended beneficiaries of ENGINEER's agreement with OWNER, nor are such parties intended beneficiaries of ENGINEER's duties or responsibilities arising therefrom. ENGINEER disclaims all duties to CONTRACTOR, Subcontractors, Suppliers or their agents or employees arising from, relating to, or concerning ENGINEER's involvement in the Project. OWNER and CONTRACTOR further agree to notify all CONTRACTOR's, Subcontractors or Suppliers of this disclaimer of ENGINEER's liability and require them to abide by this disclaimer.

Article 10 Amending the Contract Documents; Changes in the Work

10.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. Change Orders:
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. OWNER and CONTRACTOR may amend those terms and conditions of the Contract Documents that do not involve;
 - (1) the performance or acceptability of the Work,
 - (2) the design (as set forth in the Drawings, Specifications, or otherwise), or
 - (3) other engineering or technical matters, without the recommendation of ENGINEER. Such an amendment shall be set forth in a Change Order.
 - 2. Work Change Directives.

- a. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including paragraph 10.04 regarding change of Contract Price.
 - b. CONTRACTOR must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the issuance of the Work Change Directive.
 - c. OWNER must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
- 3. Field Orders.
 - a. ENGINEER may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on OWNER and CONTRACTOR, which shall perform the Work involved promptly.
 - b. If CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, CONTRACTOR shall submit a Change Proposal as provided herein.

10.02 OWNER-Authorized Changes in the Work

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

10.03 Unauthorized Changes in the Work

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

10.04 Change of Contract Price

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

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

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

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

10.05 Change of Contract Times

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

10.06 Change Proposals

- A. CONTRACTOR shall submit a Change Proposal to ENGINEER to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by ENGINEER concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seeking other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only 1 issue, or a set of closely related issues.

1. Procedures. CONTRACTOR shall submit each Change Proposal to ENGINEER promptly (but in no event later than 5 days) after the start of the event giving rise thereto, or after such initial decision. CONTRACTOR shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any) to ENGINEER and OWNER within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which CONTRACTOR believes it is entitled as a result of said event. ENGINEER will advise OWNER regarding the Change Proposal and consider any comments or response from OWNER regarding the Change Proposal.
 2. ENGINEER's Action. ENGINEER will review each Change Proposal and, within 30 days after receipt of the CONTRACTOR's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to OWNER and CONTRACTOR. If ENGINEER does not take action on the Change Proposal within 30 days, then either OWNER or CONTRACTOR may at any time thereafter submit a letter to the other party indicating that as a result of the ENGINEER's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under paragraph 11.01.
 3. Binding Decision. ENGINEER's decision will be final and binding upon OWNER and CONTRACTOR, unless OWNER or CONTRACTOR appeals the decision by filing a Claim under paragraph 11.01.
- B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then ENGINEER will notify the parties that the ENGINEER is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and CONTRACTOR may choose to seek resolution under the terms of paragraph 11.01.

10.07 Execution of Change Orders

- A. OWNER and CONTRACTOR shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the Parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an OWNER set-off, unless CONTRACTOR has duly contested such set-off;
 3. changes in the Work which are:
 - a. ordered by OWNER pursuant to paragraph 10.02,
 - b. required because of OWNER's acceptance of defective Work under paragraph 13.08 or OWNER's correction of defective Work under paragraph 13.09, or

- c. agreed to by the parties, subject to the need for ENGINEER's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under paragraph 10.06, or Article 16.
- B. If OWNER or CONTRACTOR refuses to execute a Change Order that is required to be executed under the terms of this paragraph 10.07, it shall be deemed to be of full force and effect, as if fully executed.

10.08 Notification to Surety

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

Article 11 Claims

11.01 Claims

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

1. At any time after initiation of a Claim, OWNER and CONTRACTOR may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If OWNER and CONTRACTOR agree to mediation, then after 60 days from such agreement, either OWNER or CONTRACTOR may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. OWNER and CONTRACTOR shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 16 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either OWNER or CONTRACTOR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 16 for final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

12.01 Cost of Work

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this paragraph 12.01 are used to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, CONTRACTOR is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by OWNER, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in paragraph 12.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.
2. Costs of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 12.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

- b. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - (1) The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to the equipment, used will be determined by use of the Rental Rate Blue Book for Construction Equipment, Volume 1, 2 or 3, as applicable; the edition which is current at the time the Work was started will apply. The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour."
 - (2) For equipment not listed in the Rental Rate Blue Book, Volume 1, 2 or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.
 - (3) For equipment for which there are no comparables in the Rental Rate Blue Book, Volume 1, 2 or 3, the monthly rate shall be reasonable, but not more than 5 percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which 20 percent will be added to the sum which will account for adjustments and operating costs.
- c. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, as imposed by laws and regulations.
- d. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.03), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining
 - f. The cost of utilities, fuel, and sanitary facilities at the Site.
 - g. The costs of premiums for all bonds and insurance that CONTRACTOR is required by the Contract Documents to purchase and maintain.
- C. Costs Excluded: The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 12.01.B.1 or specifically covered by paragraph 12.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the CONTRACTOR's fee.
 - 2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.
 - 3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
 - 4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 12.01.B.
- D. CONTRACTOR's Fee: When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 10.04.C.

- E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 12, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER on a daily basis, an itemized cost breakdown together with supporting data.

12.02 Allowances

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

12.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Proposal.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to CONTRACTOR for Unit Price Work will be based on actual quantities.
- C. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- D. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of the following paragraph 12.03.E.

- E. Within 30 days of ENGINEER's written decision under the preceding paragraph 12.03.D, CONTRACTOR may submit a Change Proposal, or OWNER may file a Claim, seeking and adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimate quantity of such item indicated in the Proposal (in no event will any change in quantities of less than 25% be considered a material or significant change from the estimated quantities); and
 2. there is no corresponding adjustment with respect to any other item of Work.

12.04 Delays in CONTRACTOR's Progress

- A. If OWNER, ENGINEER, or anyone for whom OWNER is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then CONTRACTOR shall be entitled to request an equitable adjustment in the Contract Times and Contract Price. However, CONTRACTOR's entitlement to an adjustment of the Contract Times or Contract Price is expressly conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times.
- B. CONTRACTOR shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of CONTRACTOR. Delay, disruption, and interference attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be within the control of CONTRACTOR.
- C. If CONTRACTOR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault and beyond the control of OWNER, CONTRACTOR, and those for which they are responsible, then CONTRACTOR shall be entitled to an equitable adjustment in Contract Times. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment shall be CONTRACTOR's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include only the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. acts or failures to act of utility owners (other than those performing other works at or adjacent to the Site by arrangement with the OWNER, as specified in paragraph 7.01); and
 3. acts of war or terrorism.
- D. CONTRACTOR's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. CONTRACTOR shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CONTRACTOR. Such a concurrent delay by CONTRACTOR shall not preclude an adjustment of Contract Times to which CONTRACTOR is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 10.
- E. Each CONTRACTOR request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 10.04.

CONTRACTOR shall also furnish such additional supporting documentation as OWNER or ENGINEER may require including, where appropriate, a revised Progress Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by paragraphs 4.03 and 4.06.
- G. Paragraph 7.01 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- H. CONTRACTOR shall not be entitled to any adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CONTRACTOR.
- I. CONTRACTOR must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 5 days of the commencement of the delaying, disrupting, or interfering event.

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

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

13.01 Access to Work

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

13.02 Tests and Inspections

- A. CONTRACTOR shall give ENGINEER and testing agency at least 24-hour notice, unless otherwise specified, of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. If any Law and Regulation, code, or order of any public body having jurisdiction requires any Work or part thereof to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.

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

13.03 Uncovering Work

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

13.04 Defective Work

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

13.05 OWNER May Stop the Work

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

13.06 Correction or Removal of Defective Work

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

13.07 Guarantee Period

- A. If within 1 year after the date of Substantial Completion (or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents), or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:
 - 1. repair defective land or areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by OWNER, remove it from the Site and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work or the work of others or other land or areas resulting therefrom.
- B. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses, damages and expenses caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement or work of others) shall be paid by CONTRACTOR.
- C. Repair or replacements made under the guarantee shall bear an additional 1 year guarantee dated from the acceptance of repair or replacement.

13.08 Acceptance of Defective Work

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

13.09 OWNER May Correct Defective Work

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

Article 14 Payments to CONTRACTOR and Completion

14.01 Schedules

- A. At least 10 days prior to submitting the first Application for Payment, CONTRACTOR shall submit to ENGINEER a final Schedule of Submittals, and, where applicable, a Schedule of Values for the Work. These schedules shall be satisfactory in form and substance to ENGINEER as provided in Article 2.

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

14.02 Application for Progress Payment

- A. At least 20 days before each Application for Payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment, Contractor's Declaration, Payment Schedule, and updated Progress Schedules indicating the anticipated completion dates of the various stages of the Work and estimated payments during the next 3 months. Contractor's Application for Payment shall be filled out on the form provided in the Contract Documents and signed by CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents and as ENGINEER or OWNER may reasonably require. The Payment Schedule shall be on the form provided in the Contract Documents or in a format acceptable to the ENGINEER or OWNER. On the second and all subsequent payments, partial Waivers of Lien and Sworn Statement shall be required for all Work completed and paid for on previous certificates.
- B. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. A receipted vendor's invoice showing the quantities of materials and the amounts paid will be required and shall accompany the Application for Payment.
- C. Retainage with respect to progress payments will be in accordance with paragraph 14.03, and it will be retained until after completion of the entire Work and its final acceptance. When the amount to be retained is reduced to less than 10 percent, CONTRACTOR shall file with OWNER the written consent of the Surety to such reduction and shall furnish an affidavit that all CONTRACTOR's indebtedness by reason of the Contract has been paid.

14.03 Retainage

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

14.04 Review of Applications for Progress Payment

- A. ENGINEER will, within 10 days after receipt of each Contractor's Application for Payment and Payment Schedule, including each resubmittal, either indicate in writing a recommendation of payment and present an Engineer's Certificate for Payment to OWNER, or may return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.
- B. ENGINEER's recommendation of any payment requested in CONTRACTOR's Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's review of the Contractor's Application for Payment and Certificate for Payment and the accompanying data and schedules, as an experienced and qualified design professional that to the best of ENGINEER's knowledge, information and belief;
 - 1. the Work has progressed to the point indicated;
 - 2. the quality of the Work is in accordance with the technical aspects of the Contract Documents subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for any Unit Price Work under paragraph 12.03, and any qualifications stated in the recommendation; and
 - 3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.
- C. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that:
 - 1. exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work; or
 - 2. involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract; or
 - 3. there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.
- D. Neither ENGINEER's review of CONTRACTOR's Work for the purpose of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER:
 - 1. to supervise, direct or control the Work;

2. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 3. for the failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work;
 4. for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents;
 5. to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price;
 6. to determine that title to any Work, materials, or equipment has passed to OWNER free and clear of Liens.
- E. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations as stated above to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:
1. the Work is defective, or completed Work has been damaged requiring correction or replacement;
 2. the Contract Price has been reduced because of Change Orders;
 3. OWNER has been required to correct defective Work in accordance with paragraph 13.09, or has accepted defective Work in accordance with paragraph 13.08;
 4. OWNER has been required to remove or remediate a Hazardous Environmental Condition for which CONTRACTOR is responsible;
 5. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.

14.05 Payment Becomes Due

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

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

14.06 CONTRACTOR's Warranty of Title

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

14.07 Substantial Completion

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

14.08 Partial Utilization

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

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

14.09 Final Inspection

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

14.10 Final Application for Payment

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

14.11 Final Payment and Acceptance

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

14.12 Final Completion Delayed

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

14.13 Waiver of Claims

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

14.14 Late Payments

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

Article 15 Suspension of Work and Termination

15.01 OWNER May Suspend Work

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

15.02 OWNER May Terminate for Cause

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

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

- C. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, damages and expenses sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, damages and expenses exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, damages and expenses incurred by OWNER will be reviewed as to reasonableness by ENGINEER and when so approved, incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the Work performed.
- D. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights or remedies of OWNER against CONTRACTOR or its Surety then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 Termination for Convenience

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

6. Deliver to OWNER an affidavit regarding the identity of potential unpaid Subcontractors or Suppliers and the amounts due to each.

15.04 CONTRACTOR May Stop Work or Terminate

- A. If OWNER has failed to pay CONTRACTOR any sum finally determined to be due in accordance with the time limits specified in paragraph 14.05, CONTRACTOR may upon 7 days' written notice to OWNER and ENGINEER, stop the Work until payment of all amounts then due.
- B. If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 days by OWNER, or under an order of court or other public authority, then CONTRACTOR may, upon 7 days written notice to OWNER and ENGINEER and provided OWNER or ENGINEER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.03.
- C. The provisions of this paragraph 15.04 shall not relieve CONTRACTOR of his obligations under paragraph 6.22 to carry on the Work in accordance with the Progress Schedule and without delay during disputes and disagreements with OWNER.

Article 16 Final Resolution of Disputes

16.01 Methods and Procedures

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

Article 17 Miscellaneous

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice to OWNER, ENGINEER, or CONTRACTOR, it shall be deemed to have been validly given only if delivered:
 - 1. in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended;
 - 2. by registered or certified mail postage prepaid to, the last business address known to the giver of the notice;
 - 3. or delivered in person to such person by a commercial courier service or otherwise to the recipient's place of business; or
 - 4. by secure file transfer with receipt documentation or other document control software.

17.02 Computation of Time

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

17.03 General

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

17.04 Professional Fees and Court Costs Included

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

17.05 Nondiscrimination of Employment

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

17.06 Post Completion Date Engineering and Inspection Costs

- A. All engineering and inspection costs incurred after the specified completion date shall be paid by CONTRACTOR to OWNER prior to final payment authorization. However, CONTRACTOR shall not be charged with any post completion date engineering and inspection costs when the delay in completion of the Work is due to the following and CONTRACTOR has promptly given written notice of such delay to OWNER or ENGINEER:
 - 1. to any preference, priority or allocation order duly issued by OWNER;
 - 2. to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of OWNER, acts of another contractor in the performance of a Contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and,
 - 3. to any delays of Subcontractors or Suppliers occasioned by any of the causes specified in this Article.
- B. Charges after the specified completion date shall be made at such times and in such amounts as ENGINEER shall invoice OWNER, provided, however said charges shall be in accordance with ENGINEER's current rate schedule at the time the costs are incurred. Engineering and inspection costs so incurred shall be deducted from CONTRACTOR's progress payments.

17.07 Waiver of Consequential Damages

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

17.08 No Waiver

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

17.09 Controlling Law

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

17.10 Headings

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

End of Section

Supplementary Conditions

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

SC – 1.01 Defined Terms

Delete the definition for “Substantial Completion” in paragraph 1.01 of the General Conditions, and insert the following in its place:

Substantial Completion - The Work has progressed to the point where, in the opinion of the OWNER as evidenced by his definitive Certificate of Substantial Completion, it is sufficiently complete in accordance with the Contract Documents such that all concrete sidewalks, driveways, curb and gutter, and pavement have been removed and replaced, and only minor items of restoration remain for final completion.

The terms “Substantially Complete” and “Substantially Completed” as applied to any Work refer to Substantial Completion thereof.

SC – 5.03.D. Additional Insured

Add the following language at the end of paragraph 5.03.D. of the General Conditions:

The name insured on the OWNER's and CONTRACTOR's Protective Policy shall be: City of Dearborn Heights

SC - 5.04. Insurance Limits of Liability

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

SC-5.04.A. Worker's Compensation

Coverage A - Compensation	Statutory
Coverage B - Employer's Liability	
Each Accident	\$ 100,000
Disease - Policy Limit	\$ 100,000
Disease - Each Employee	\$ 100,000

SC-5.04.B. Comprehensive General Liability* - Coverage Shall be Occurrence Form

General Aggregate	\$2.0M / 5.0M **
Products - Com/Ops Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 500,000
Each Occurrence	\$ 500,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

SC-5.04.C. Comprehensive Automobile Liability - Coverage Shall
Include Owned, Nonowned, and Hired Autos

Bodily Injury - Per person	\$ 500,000
Bodily Injury - Per Accident	\$1,000,000
Property Damage	\$2.0M / 5.0M **
-or-	
Combined Single Limit	\$2.0M / 5.0M **

SC-5.04.D. OWNER's Protective Liability - Coverage Shall
be Occurrence Form

Policy to be written with City of Dearborn Heights as the insured.

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

SC-5.04.E. Umbrella or Excess Liability

** For Contracts of \$250,000 or more the CONTRACTOR shall procure and maintain during the life of the Contract, Insurance in the single limit of at least \$5,000,000. For Contracts less than \$250,000 the CONTRACTOR shall procure and maintain during the life of the Contract, Insurance in the single limit of at least \$2,000,000.

CONTRACTOR is granted the option of arranging coverage under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess Liability or Umbrella Liability policy, with the Each Occurrence and the Aggregate limits equal to the total limits requested.

SC-5.06

Delete the second paragraph of paragraph 5.06, Evidence of Coverage, of the General Conditions and insert the following in its place:

Prior to the commencement of the work the CONTRACTOR shall furnish to the OWNER five complete copies of an insurance binder in force for the OWNER's Protective Liability Policy. Within six weeks of the issuance of the binder the CONTRACTOR will deliver to the ENGINEER three complete "originally signed" copies of the OWNER's Protective Liability Policy.

*Certificates shall show that X, C, and U coverage is included.

SC-17.05 Non-Discrimination in Employment

Delete Article 17.05 of the General Conditions and insert the following in its place:

17.05 Employment Law and Title VI Plan Compliance

(a) Employment Law Compliance. Contractor shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of

1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of the Contract. To the extent required by law, Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

(b) Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the City of Dearborn Heights' obligation to the Michigan Department of Transportation to require Appendix A. Contractor agrees that Appendix A is a material part of the Contract and is incorporated therein by reference. Contractor has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this paragraph (b), this paragraph (b) only applies and Appendix A is incorporated into the Contract and made a material part of it strictly to the extent that this subsection (b) and Appendix A are actually applicable to the undertakings set forth in the Contract under applicable law.

(c) Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in paragraph (a) above and/or the Title VI Plan covenants set forth in paragraph (b) above, the City of Dearborn Heights shall have the right to terminate the Contract, a breach of said covenants in either of these provisions being deemed a material breach of the Contract.

End of Section

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States.

Section 01 1100 Summary of Work

Part 1 General

1.01 Work Covered by Contract Documents

This Project includes Sidewalk and pavement repairs throughout the City of Dearborn Heights. Some of the pavement repairs are due to water main breaks, some are for rehabilitation of existing pavement. All concrete pavement shall have 6-inch Aggregate Base. Major streets will be 8-inch concrete pavement, and local streets will be 7-inch concrete pavement. Excavation, removal and disposal of excess material necessary for construction of the aggregate base course and pavement shall be included in the cost of the aggregate base course and pavement pay items. Integral curb, to match existing curb, is included in the cost of the concrete pavement. The Subgrade shall be compacted to 90% of its maximum unit weight before constructing the concrete sidewalk, driveway or pavement. The Cost is to be included in the respective units of Work. Place epoxy anchored lane tie bars are 40" c/c along the edges of existing pavement. Placed lane tie bars on chairs 40" c/c in all longitudinal and transverse joints. Omit lane tie bars in expansion joints. Expansion joints shall match the existing expansion joints. This Work shall be incidental to the concrete pavement. After removal of forms, area along all edges of the concrete sidewalk, driveways or pavement shall be filled to grade with suitable material and fine graded. Restoration will be complete by the OWNER.

1.02 Work by Others

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

1.03 Right-of-Way Jurisdiction/Permits

Any Work in the Wayne County or MDOT right of way will be performed under the City of Dearborn Height's annual maintenance permits. The CONTRACTOR shall abide by all rules, regulations and requirements of the agency having jurisdiction.

1.04 Coordination

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

1.05 CONTRACTOR's Use of Premises

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

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Section 01 2200 Unit Prices

Part 1 General

1.01 Scope

This Section describes the method of measurement and basis of payment for all items of Work included in the Contract and specified in the Proposal. The CONTRACTOR shall provide all labor, material, tools, equipment and services required to complete the Work specified herein and indicated on the Plans.

THE OWNER WILL MAKE NO ALLOWANCES FOR ITEMS NOT INCLUDED IN THE PROPOSAL.

1.02 Items of the Proposal

Item 1 and 10

Aggregate base course, of the type and thickness specified on the Plans, will be paid for at the Contract Unit Price per ton unit basis. Price paid shall be payment in full for all labor, material, and equipment required for furnishing, placing and compacting the aggregate base course; and shall include, but is not limited to, all excavation, construction and protection of existing improvements; also furnishing, placing, and compacting backfill and subbase; compacting and fine grading subgrade; barricading; and for all items necessary to complete the job, whether specifically mentioned or implied.

Measurement for aggregate base course will be in tons, with the installed tonnage determined by certified delivery tickets submitted to the ENGINEER or his duly authorized representative. The delivery tickets shall indicate the scale weight of the material, including chemical additives and moisture content. For material having a moisture content in excess of six (6) percent, the excess over six (6) percent will be deducted from the scale weight of the material. Material placed to conform to the cross section and width specified on the Plans or as determined by the ENGINEER will be paid for at the tonnage basis. If the width of the base course is increased to accommodate the CONTRACTOR in placing forms, etc., the additional material installed beyond the width specified on the Plans or as determined by the ENGINEER, will be at the CONTRACTOR's expense.

Item 2 and 11

Removal and replacement of the concrete curb and gutter will be paid for at the Contract Unit Price per linear foot. Price paid shall be payment in full for all labor, material, and equipment necessary for the removal and replacement of the concrete curb and gutter, and shall include, but is not limited to, all saw cutting, excavation, protection of existing improvements; also compacting and fine grading subgrade; furnishing, placing, and compacting backfill and subbase; construction of expansion joints; also providing and installing hook bolt assemblies; also forming, placing, jointing, finishing and curing the concrete; providing protection against rain and cold weather; backfilling; barricading; restoration; and for all items necessary to complete the job, whether specifically mentioned or implied. Measurement for removal and replacement of the concrete curb and gutter section will be in linear feet, field measured in place.

Item 3, 4, 12, and 13

Removal and replacement of concrete pavement, of the type and thickness specified, will be paid for at the Contract Unit Price per square yard. Price paid shall be payment in full for all labor, material, and equipment required for removal of existing pavement and replacing with concrete

pavement as shown on the plans or specified, and shall include, but is not limited to, all saw cutting, excavation, removal and disposal of existing pavement and unsuitable material; also furnishing, placing and compacting backfill; also furnishing and installing hook bolt assemblies, tie bar assemblies, and reinforcing steel; also forming, placing, jointing, finishing and curing the concrete; providing protection against rain and cold weather; protection of existing improvements; barricading; restoration; and all other items necessary to complete the job, whether specifically mentioned or implied. Measurement for removal and replacement of concrete pavement will be by square yard field measured in place.

Item 5, 6, 7, 14, 15, and 16

Removal and replacement of sidewalks, sidewalk ramps and driveway approaches, with the thickness specified, will be paid for at the Contract Unit Price per square foot. Price paid shall be payment in full for all labor, material, and equipment necessary for the removal and replacement of the sidewalk, sidewalk ramps, and driveway approaches; and shall include, but is not limited to, all saw cutting, excavation, protection of existing improvements and removal and disposal of unsuitable material; also compacting and fine grading subgrade; furnishing, placing, and compacting backfill and subbase; construction of expansion joints; also forming, placing, jointing, finishing and curing the concrete; construction of detectable warning; providing protection against rain and cold weather; backfilling; barricading; restoration; and all other items necessary to complete the job, whether specifically mentioned or implied. Measurement for removal and replacement of the sidewalk, sidewalk ramps and driveway approaches will be in square feet, field measured in place. Sidewalk ramps will be measured from back of curb to the key flag or to the end of the monolithic rolled curb whichever is less.

Item 8 and 17

Adjusting structures will be paid for at the Contract Unit Price per each. Price paid shall be payment in full for all labor, material, and equipment required to either raise the frame and cover on an otherwise sound structure not more than 12 inches; or lower them not more than six (6) inches; and shall include, but is not limited to, all excavation, construction, bricks, blocks, precast adjustment rings, masonry plaster coat, sand backfill, installation of frame and cover, cleanout of structure, and all items necessary to complete the job, whether specifically mentioned or implied. Adjusting structures will be measured on a per each unit basis for each structure adjusted.

Item 9 and 18

Reconstruct structure will be paid for at the Contract Unit Price on a vertical foot unit basis. Price paid shall be payment in full for all labor, material, and equipment required to either raise the frame and cover in excess of 12 inches, lower them in excess of six (6) inches, or to rebuild portions of the existing structure which need to be reconstructed due to deterioration; and shall include, but is not limited to, all excavation, construction, bricks, blocks, adjustment rings, joints, masonry plaster coat, sand backfill, installation of frame and cover, cleanout of structure, and all items necessary to complete the job, whether specifically mentioned or implied. Measurement for reconstruction of structures will be in vertical feet, measured from the new elevation of the masonry below the casting down to the point where the structure has been reconstructed. A structure which has been paid for as reconstruct structure will not be paid for as adjust structure.

Item 19 and 20

Storm sewers and culverts, of the type and diameter specified on the Plans, in open cut trench will be paid for at the Contract Unit Price per linear foot. Price paid shall be payment in full for all labor, material, and equipment necessary for storm sewer pipe and culvert pipe in open cut trench and shall include but is not limited to, all excavation, sheeting, shoring, bracing, and dewatering, construction, protection of existing improvements, sand backfill, sand, stone or concrete pipe bedding, placing and removing of stoppers and bulkheads, final inspection which includes cleaning, stubs in drainage structures, connection to drainage structures and sewers, end sections,

barricading, restoration, cleanup and all other items necessary to complete the job, whether specifically mentioned or implied.

Measurement for storm sewers and culverts in open cut trench, will be in place, by length in linear feet, from center to center of end standard manholes, standard catch basins, standard inlets, headwalls, or other standard drainage structures, with no deduction in length for intermediate standard structures. However, where tee manholes or where special bid items, as indicated in Plans and Specifications, having a basis of payment of lump sum, are involved, the measurement will be from the end of the tee manhole or from the end of the special bid item nearest the adjoining drainage structure and the adjoining drainage structure.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

Section 33 4100

Storm Utility Drainage Piping

Part 1 General

1.01 Scope

This Section includes storm sewer Work indicated on the Plans complete with pipes, joints, structures, pipe bedding, final inspection and appurtenances.

1.02 Related Work Specified Elsewhere

1. Unit Prices: Section 01 2200
2. Mortaring and Grouting: Section 04 0511
3. Dewatering: Section 31 2319
4. Structural Excavation and Backfill: Section 31 2316
5. Trenching and Backfilling: Section 31 2333
6. Tunneling and Mining: Section 31 7000

1.03 Reference Standards

Unless otherwise specified, the Work for this Section shall conform to the applicable portions of the following Standard Specifications:

ANSI- American National Standard Institute

ASTM- ASTM International

AASHTO- American Association of State Highway Transportation Officials

MDOT- Michigan Department of Transportation, Standard Specifications for Construction, latest edition

NCPI- National Clay Pipe Institute

1.04 Source Quality Control

Laboratory test not less than one (1) percent, with a minimum of three (3) pieces each size, material and class of gravity pipe required in the Work.

1.05 Submittals

Submit a complete field report of the location of all wye openings and sump pump discharge leads to the ENGINEER at the end of each sewer section of the Project or on the last day of each week, whichever occurs first.

Submit two (2) copies of the laboratory test reports required per Article 1.04 of this Section to the ENGINEER.

Complete Shop Drawings for all manhole tees shall be submitted to the ENGINEER.

Submit shop drawings and design information for all precast concrete box sections.

1.06 Storage of Materials

Piping material shall not be stacked higher than four (4) feet (1.2 m) or as recommended by the manufacturer, whichever is lowest. Suitable racks, chairs, and other supports shall be provided to protect preformed pipe mating surfaces from damage. Store bottom tiers off the ground, alternate tiers and chock tier ends.

Jointing and sealing materials used in the storm sewer system shall be protected from sunlight and stored in as cool and clean a place as practicable until ready for application.

1.07 Handling of Material

Load and unload materials using suitable approved equipment. Material shall not be dropped, bumped or allowed to impact against itself. Damaged material shall be rejected by the ENGINEER.

Lifting devices shall be suited to the Work and shall protect surfaces from damage.

Part 2 Products

2.01 Materials

It is the intent of the Articles in Part 2 of this specification section is to specify in detail the various types of sewer pipe, joints, manholes, etc. which have been indicated throughout the Plans and Specifications. These Articles shall not be construed as allowing any alternate type of material to that which is indicated on the Plans or elsewhere in the Specifications.

2.02 Clay Pipe

Clay pipe shall conform to ASTM C700, extra strength vitrified clay pipe.

Premium joints shall be compression type joints conforming to ASTM C425.

When not specified, joints shall be made with cold applied pipe joint sealer. See Article 2.07 for requirements for cold applied pipe joint sealer.

2.03 Nonreinforced Concrete Pipe Systems

Pipe shall conform to ASTM C14 Class III nonreinforced concrete sewer pipe.

When not specified, pipe joints shall be made with cold applied pipe joint sealer. See Article 2.07 for requirements for joints.

2.04 Reinforced Concrete Pipe

Reinforced concrete pipe shall conform to ASTM C76. Twelve (12) inch thru 30-inch (300 mm thru 750 mm) diameter pipe shall be Class II thru V, Wall B or Wall C, circular reinforced. Thirty-six (36) inch through 108-inch (900 mm thru 2700 mm) diameter pipe shall be Class I through V, Wall B or Wall C, circular reinforced or elliptical reinforced.

When elliptical reinforcement is used, the following method of indexing the steel and the pipe barrel shall be used.

A dummy lift pin form shall be set in the outer pipe wall form projecting into the pipe wall a minimum of 1-3/4 inches (45 mm) and a maximum of 2-1/4 inches (55 mm). An additional spacer chair shall be welded to the elliptical steel cage at the proper location so as to engage the dummy lift pin form during the pipe casting operation.

It is the intent of the spacer chair and dummy lift pin arrangement to provide a means of assuring the final position of the elliptical steel cage within the barrel of the pipe and, further, for providing a means of indexing the pipe in the field to assume proper placement of the pipe.

Prior to shipment of the elliptically reinforced pipe, they shall be striped along the inside top with a minimum 1-inch (25 mm) wide indelible marker so that final inspection of the pipe orientation can be made following completion of the installation.

For circular pipe 114 inches (2850 mm) or larger in diameter, the design information in accordance with Section 6 of ASTM C76, shall be submitted to the ENGINEER for approval, prior to fabrication.

The design of all pipes shall meet the d-load requirements for the class of pipe indicated on the Plans.

When not specified, pipe joints shall be made with cold applied pipe joint sealer. See Article 2.07 for requirements for joints.

2.05 Reinforced Concrete Elliptical Pipe

Reinforced concrete elliptical pipe shall conform to ASTM C507.

When not specified, pipe joints shall be made with cold applied pipe joint sealer. See Article 2.07 for requirements for joints.

2.06 Precast Concrete Box Section

Precast concrete box sections shall meet the requirements of ASTM C1433. Unless specified otherwise, CONTRACTOR shall use the same design conditions as exist at the time of construction or as planned for future development.

2.07 Joints for Concrete or Clay Pipe

A. Sealed Joints

When not specified, pipe joints shall be made with cold applied pipe joint sealer. Cold-applied pipe joint sealer shall conform to MDOT Section 909.09. The bituminous material shall be of such consistency that it may be spread on the joints with a trowel when the temperature of the air is between 20 degrees F and 100 degrees F (-10°C and 40°C).

The bituminous material shall adhere to the pipe so as to make a watertight seal and shall not flow, crack or become brittle when exposed to the atmosphere.

B. Premium Joints

Premium joints for circular pipe shall conform to ASTM C443 limited as follows: Section 5.1 of C443, "Physical Requirements for Gaskets," shall be replaced with Section 6.9 of C361, "Rubber Gaskets." Also, Section 5 of C443 shall be limited to a modified grooved tongue to receive a rubber gasket.

Premium joints for elliptical pipe shall conform to ASTM C877, external sealing bands for non-circular concrete pipe. The width of the sealing bands shall be at least equal to twice the depth of the groove. For modified bell tongue and groove pipe, use the next larger gasket. The length of the sealing bands shall be equal to the outside circumference of the pipe at its largest diameter plus an amount equal to the width of the gasket to be used.

Only lubricant, as supplied by the pipe manufacturer, shall be used on the groove and on the tongue in making up joints, and the joints shall be coupled in accordance with the pipe manufacturer's requirement.

The inside annular space of all concrete pipe 36-inch (900 mm) diameter (or equivalent) and larger shall have the inside annular space filled with cement mortar and troweled flush. Mortar shall consist of 1-part Portland cement and two (2) parts of plaster sand. Mortar for inside joints shall be mixed with only enough water for "dry packing."

2.08 Corrugated Metal Pipe

A. Galvanized Corrugated Metal Pipe

Corrugated galvanized steel pipe with circular cross section and corrugated galvanized steel pipe with pipe-arch shape shall conform to the requirements of AASHTO M36, and as specified in MDOT Section 909.05. Helical corrugated pipe shall have a minimum of two (2) circumferential corrugations rerolled on each end of each section of pipe.

B. Polymeric Coated Corrugated Galvanized Steel Pipe

Polymeric coated corrugated galvanized steel pipe with circular cross section and polymeric coated corrugated galvanized steel pipe with pipe-arch shape shall conform to the requirements of AASHTO M245, and as specified in MDOT Section 909.05. Helical corrugated pipe shall have a minimum of two (2) circumferential corrugations rerolled on each end of each section of pipe.

C. Aluminized Type 2 Corrugated Metal Pipe

Type 2 aluminized corrugated steel pipe with circular cross section and corrugated steel pipe with pipe-arch shape shall conform to the requirements of AASHTO M36, AASHTO M274, Type 2 and as specified in MDOT Section 909.05. Helical corrugated pipe shall have a minimum of two (2) circumferential corrugations rerolled on each end of each section.

D. Corrugated Aluminum Alloy Pipe

Corrugated aluminum alloy pipe with circular cross section and corrugated aluminum alloy pipe with arch-pipe shape shall conform to the requirements of AASHTO M196 and MDOT Section 909.05.

E. Joints for Corrugated Metal Pipe

The joints for corrugated metal pipe shall be made by use of coupling bands. The coupling bands shall be of the same material as specified for the pipe and shall prevent infiltration of the side fill material. Coupling bands shall be corrugated to match the corrugations of the pipe to be jointed, and shall include two (2) "O" ring neoprene gaskets for each joint. Dimple bands shall not be used. All joints shall be wrapped with a 3 foot (1 m) wide geotextile filter fabric centered on the joint.

When called for in the Contract Documents, joints shall have bell and spigot coupling system and rubber gasketed joint.

2.09 Dual Wall Corrugated PVC Pipe – Smooth Interior

Pipe shall be a single extrusion of PVC with smooth interior and corrugated outer walls. Corrugated outer profile shall be annular and seamless. Pipe and fittings shall be in accordance with ASTM F949. Joints shall be bell and spigot

type with a elastomeric gasket meeting the requirements of ASTM F477 and be suitable for storm sewer service.

Wyes or tees shall be a molded wye or tee fitting per ASTM F949, with gasketed joints on each end suitable for directly inserting in the mainline pipe. Branch connection fitting shall be a gasketed joint suitable for the house lead pipe specified. Saddle connections are not allowed.

Acceptable manufacturers of Dual wall corrugated pipe include Contech A2000, Uponor ETI Ultra-Corr or ENGINEER approved equal.

2.10 Corrugated Polyethylene Pipe

A. Smooth-Lined Corrugated Polyethylene Pipe

Smooth lined corrugated polyethylene pipe shall meet the requirements of MDOT section 909.06 and AASHTO M252, Type S for sizes 4" to 10" diameter, and AASHTO M294 Type S for 12" to 48" diameter.

Fittings shall conform to the corresponding pipe specification and be constructed of the same material classification as the pipe. Fittings shall be welded on the interior and exterior at all junctions.

Joints shall be bell & spigot type with rubber gaskets on both sides of the joint conforming to MDOT section 909.03 and ASTM F477. Split collar couplers are not allowed. Joints shall be watertight meeting the performance requirements of ASTM D3212.

B. Corrugated Plastic Edge Drain / Underdrains.

Corrugated plastic tubing for edge drains or underdrains shall meet the requirements of AASHTO M252 for polyethylene tubing. Pipe shall be wrapped in a Geotextile Pipe Wrap per MDOT Section 910.03.A.

2.11 Smooth Plastic Pipe

Smooth plastic pipe for underdrains shall be polyvinyl chloride PVC meeting the requirements of AASHTO M278. Pipe shall be wrapped in a Geotextile Pipe Wrap per MDOT Section 910.03.A.

2.12 Structural Plates for Field Assembly of Pipe, Pipe-Arches, and Arches

The plates, bolts and nuts to be used in field assembled circular pipe, pipe-arches and arches shall meet all applicable requirements of AASHTO M167 and as specified in MDOT Section 909.

2.13 End Sections

The precast concrete end section shall conform to ASTM C76, Class II and as specified in MDOT Section 909.04. The joint for connection to pipe shall be by means of a standard tongue and groove with cold-applied pipe joint sealer. See Article 2.07 of this Section for requirements for the cold-applied pipe joint sealer.

Metal end sections shall conform to MDOT 909.05. See Article 2.08 for requirements for joints.

2.14 Storm Structures

Materials for storm sewer structures shall conform to the requirements indicated on the Plans and as specified below.

A. Concrete Brick

Concrete brick shall be ASTM C55, Grade S-II, solid units of nominal 3-inch (75 mm) thickness.

B. Concrete Block

Block shall conform to ASTM C139, manufactured of Portland cement conforming to ASTM C150, Type II. Blocks shall be solid curved blocks with the inside and outside surfaces parallel and curved to the required radii. The blocks shall have a groove or other approved type of joint at the ends. Blocks intended for use in the cones or tops of manholes shall have such shape as may be required to form the structure as indicated on the Plans.

C. Precast Concrete

Precast concrete manhole, flat top slabs, risers, cone, bases, grade rings, transition sections and bottom sections shall conform to ASTM C478, and shall be circular with circular reinforcement. For depths greater than 32-feet, the manhole shall be designed for the earth loading at the design depth of bury with a factor of safety of 1.5. Base slab shall be

minimum eight (8) inches (200 mm) thick for depths up to 25 feet (7.5 m) and minimum 12 inches (300 mm) thick for depths greater than 25 feet (7.5 m).

Transition sections, reducers and flat top slabs shall be designed for the earth loading at the design depth of bury with a factor of safety of 1.5.

Precast concrete manhole tee units shall conform to ASTM C76, Class IV and shall be circular with circular reinforcement. Shop Drawings shall be provided for all manhole tees. The joints on the precast manhole tee shall be the same as the joints on the storm sewer section.

D. Manhole Steps

Cast iron manhole steps shall conform to ASTM A48, Class 30, gray iron with a minimum cross section dimension of 1-inch (25 mm) in any direction.

Steel reinforced plastic steps shall be of suitably approved co-polymer polypropylene conforming to ASTM D4101, PP0344B33534Z02 with 1/2 inch (12 mm) minimum diameter deformed reinforcing bar conforming to ASTM A615, Grade 60.

Manhole steps shall be of the type and size indicated on the Plans and shall comply with applicable occupational safety and health standards. Manhole steps shall be installed at locations indicated on the Plans.

E. Frames and Covers

Frames and covers for manholes, catch basins, and inlets shall conform to ASTM A48, Class 30, gray iron and shall be of the types and sizes as indicated on the Plans. The castings shall be neatly made and free from cracks, holes and other defects. Surfaces of casting shall be ground to assure proper fit and to prevent rocking.

2.15 Concrete

In accordance with MDOT Section 701, use Grade S2; 3,500 psi (24 MPa) strength; Type IA cement; 6.0 sacks cement per cubic yard (335 kg/m³); 6A coarse aggregate; 2NS fine aggregate; 6.5% ± 1.5%

air content; 3-inch (75 mm) maximum slump; no admixtures without the ENGINEER's approval.

2.16 Concrete Reinforcement

In accordance with MDOT Section 905, use ASTM A615, Grade 60 for bars and ASTM A185 for welded wire fabric.

Part 3 Execution

3.01 Verification of Excavation and Bedding

Prior to the installation of any storm sewer piping, structures, or materials, examine all trenches and other excavations for the proper grades, lines, levels and clearances required to receive the new Work. Ascertain that all excavation bottoms, compacted subgrades and pipe bedding are adequate to receive the storm sewer materials to be installed. Correct all defects and deficiencies before proceeding with the Work.

3.02 Existing Storm Sewers and Drains

Expose the existing storm sewer and structures to which the new Work is to be connected and notify the ENGINEER of same. The ENGINEER will verify the vertical and horizontal locations of the existing system and shall inform the CONTRACTOR as to the necessary adjustments required to align the new storm sewer Work with the existing system.

3.03 Preparation

The outside surface of the spigot end and the inside surface of the bell end of the pipe shall be cleaned and free of any foreign materials, other than the sealant recommended by the manufacturer, prior to installation.

All pipe, frames, covers, accessories, and appurtenances shall be examined carefully for damage and other defects immediately prior to installation. Defective or damaged material shall be rejected and removed from the Project by the CONTRACTOR.

3.04 Installation - General

Each section of pipe, when placed to grade and line, shall have firm bearing on the trench bedding throughout its length.

Cutting of pipe shall be done with approved tools and by approved methods suitable for the pipe material. Pipe cutting methods that produce a smooth, square-cut end without damage to the pipe and that minimize air-borne particles, shall be employed. Pipe cutting shall be performed using the recommendations of the manufacturer of the type of the pipe materials being cut and according to the best trade practices. When cutting pipe, care shall be taken to prevent damage to the interior and exterior surfaces. Damage to either shall be cause for rejection of a complete section of pipe.

During the preparation of the pipe bedding and until the trench has been satisfactorily backfilled, the trench shall be kept free of water. A dewatering system, in accordance with Section 31 2319, Dewatering, shall be provided and maintained by the CONTRACTOR. The dewatering system shall remain in operation until the trench is backfilled.

Backfill shall be as indicated on the Plans and as specified in Section 31 2333, Trenching and Backfilling.

3.05 Pipe Laying

Installation of pipe shall conform to ASTM C12, and as recommended by the pipe manufacturer. The pipe shall be protected during handling against impact shocks and free fall. Hooks shall not be permitted to come in contact with premolded joint surfaces.

Pipes having premolded joint rings or attached couplings shall be handled so that no weight, including the weight of the pipe itself, will bear on or be supported by the jointing material. Care shall be taken to avoid dragging any pipe on the ground or allowing it to be damaged by contact with gravel, crushed stone, or other hard objects.

All pipe shall be laid to the line and grade called for on the Plans. Each pipe as laid, shall be checked by the CONTRACTOR with line and grade pole or laser system to insure that this result is obtained. When employing a laser system, the CONTRACTOR shall have an independent and alternate means of checking the line and grade.

The finished work shall be straight and shall be sighted through between manholes.

Construction shall begin at the outlet end and proceed upgrade with spigot ends pointing in direction of flow. Bell holes shall be excavated so that the full length of the barrel will bear uniformly on the bedding material.

Lubricants, primers or adhesives as recommended by the pipe or joint manufacturer shall be used immediately prior to jointing.

The pipe shall be centered in the bells or grooves and pushed tight together to form a smooth and continuous invert. After laying of pipe, care shall be taken so as not to disturb its line and grade. Any pipe found off grade or out of line shall be re-laid properly by the CONTRACTOR.

Mechanical means shall be used for pulling home all pipe where manual means will not result in pushing and holding the pipe home. Mechanical means shall consist of a cable placed inside of the pipe with a suitable winch, jack, or come along for pulling the pipe home and holding the pipe in position.

Circular concrete pipe with elliptical reinforcement shall be installed with the lift holes to the top of the pipe. The manufacturer's marks designating the top and bottom of the pipe shall not be more than five degrees from the vertical plane through the longitudinal axis of the pipe. After the pipe is installed, the lift holes shall be sealed with suitable concrete plugs.

Type HE elliptical pipe shall be installed with the longer axis placed horizontally within a tolerance of $\pm$ five degrees.

Type VE elliptical pipe shall be installed with the longer axis placed vertically within a tolerance of $\pm$ five degrees.

3.06 Pipe Bedding

After the bottom of trench has been excavated the pipe bedding material will be installed in accordance with Section 31 2333, Trenching and Backfilling. The pipe shall then be installed strictly in accordance with the manufacturer's recommendations. After the pipe is laid, the bedding shall be continued above the pipe as

specified in Section 31 2333, Trenching and Backfilling. Particular care shall be taken to assure filling and tamping all spaces under, around and above the top of the pipe.

A continuous and uniform bedding as specified in Section 31 2333, Trenching and Backfilling, shall be provided in the trench for all buried pipe.

3.07 Underdrains

The pipe shall be laid in close conformity with the lines or grades shown on the Plans or established by the ENGINEER. The upgrade ends of all underdrains shall be closed with suitable plugs to prevent entry of soil or other foreign material.

Perforated pipe shall be laid with the perforations down.

Underdrains shall be bedded in MDOT open graded drainage course material. The bedding shall have a minimum thickness beneath the pipe of four (4) inches (100 mm), a minimum width of six (6) inches (150 mm) on each side of the pipe and extend to a level not less than 12 inches (300 mm) above the top of the pipe.

The bedding shall be placed equally on both sides of the underdrain at the same time. Staking or other methods to restrain the pipe may be necessary during the backfilling operation to maintain the line and grade of the underdrain.

Rodent screens and outlet endings are required for all underdrains which terminate in a ditch or swale.

3.08 Storm Structures

Construct storm sewer manholes, catch basins, inlets and other structures to the grades, lines and levels indicated on the Plans and as specified. Structures shall be complete with concrete bases, reinforcing, frames, covers, adjustment bricks, etc., as shown and as required for a complete installation. Storm sewer structures shall conform to the type of material and dimensions indicated on the Plans.

Cast-in-place structures shall be constructed in accordance with Section 03 3000, Cast-In-Place Concrete.

A. Block Structures

Construct concrete block structures in the locations and according to the details on the Plans. The first course of concrete blocks shall be placed on the prepared base or footings in a full bed of mortar. Mortar joints shall be full and close in all courses. Courses shall be level throughout. Stagger joints in adjoining courses by one-half the length of the block as nearly as practicable. Joints shall be uniform in thickness throughout the structures. Strike all joints and properly point to provide true, smooth surfaces.

B. Precast Concrete Structures

Construct precast concrete structures as detailed on the Plans. Provide mortar joints struck smooth. Provide three (3) to five (5) courses of 8-inch (200 mm) brick or concrete grade rings at top of structure for future adjustment of castings.

A cement mortar plaster coat shall be applied to the exterior surfaces of the brick and block sections of all storm structures as indicated on the Plans. Plaster coat shall be 1/2 inch (10 mm) thick.

Provide and install all frames and covers to the elevations indicated on the Plans. Castings shall be set in a full bed of cement mortar 1/2 inch (10 mm) thick, minimum. Mortar joints shall be struck smooth.

Steps shall be installed at the plant by the manufacturer of precast units. Field install steps for brick, block, or cast in place structures of the types and in the locations indicated on the Plans.

Pipe up to 42 inches (1050 mm) in diameter, shall be connected to storm structures using a grouted joint, as indicated on the Plans. The pipe shall be properly supported, so that any settlement will not disturb the connection.

For pipe, 48 inches (1200 mm) in diameter or larger, the pipe shall be installed as an integral part of the manhole which shall be constructed of 3,500 psi (24 MPa) concrete and reinforcing, as indicated on the Plans.

Manhole tees, as indicated on the Plans, may be used for pipe 42 inches (1050 mm) in diameter or larger. Connection to manhole tees shall be made

using tees and pipe having the same type of joint. The pipe and tee shall be properly supported with concrete as indicated on the Plans.

Sump shall be provided, as indicated on the Plans, in all catch basins and storm manholes having outlets of 18 inches (450 mm) in diameter or less.

Flow channels shall be constructed in all structures not requiring a sump and shall be constructed as indicated on the Plans.

3.09 Field Quality Control

After all the pipe and structures have been laid, constructed and backfilled, the system shall be final inspected. The sewer system shall be ready for the final inspection within two (2) weeks after the completion of each 2,000-foot (600 m) section of sewer installed.

The final inspection shall consist of a visible and audible check of the sewers and structures to ascertain that the steps have been placed, all lift holes jointed, the channeling of the manhole bottoms completed, all visible or audible leaks stopped, all pipe has been placed straight and true to the proper slopes and elevations, the required brick courses for adjustment, the frame and cover properly installed, the required end section installed, all trenches and structures backfilled in a workmanlike manner and that the system has been thoroughly cleaned.

The final inspection shall be considered complete when all the repairs have been made.

3.10 Deflection Test for Plastic Pipe

Plastic pipe shall be tested for deflection, but no sooner than 30 days following the backfilling of the pipe. Maximum allowable deflection (reduction in vertical inside diameter) shall be five (5) percent. Locations with excessive deflection shall be excavated and repaired by re-bedding and/or replacement of the pipe. Optional devices for testing include a deflectometer, calibrated television or photography, or a properly sized "go, no-go" mandrel or sewer ball. Mandrel shall have a minimum of nine (9) legs.

3.11 Remove Storm Sewer

Excavate and remove the existing storm sewer where indicated on the plans. Bulkhead the

opening in storm sewers or structures where the existing storm sewer has been removed. Where removal of existing storm sewer is occurring in essentially the same location as a new sewer or structure, the removal of the existing sewer is incidental to the project.

3.12 Remove Culverts

Excavate and remove culverts where indicated on the plans. Backfill the completed work as specified under "Backfilling Trenches" in Section 31 2333, Trenching and Backfilling.

3.13 Remove Structure

Excavate and remove structures where indicated on the plans. Bulkhead the ends of any sewers remaining in place. Backfill the completed work as specified under "Backfilling Trenches" in Section 31 2333, Trenching and Backfilling. Removal of existing storm structures is incidental to the project if a new structure or sewer is being constructed in essentially the same location.

3.14 Remove and Replace Storm Sewer

Remove and replace storm sewer shall consist of the complete removal and disposal of the existing sewer and replacement with the size and type of sewer as called for on the plans or specified. All materials and installation shall be in accordance with the requirements of this section and Section 31 2333, Trenching and Backfilling, as applicable.

3.15 Remove and Replace Storm Structure

Remove and replace storm structure shall consist of the complete removal and disposal of the existing structure and replacement with the size and type of structure as called for on the plans or specified. All materials and installation shall be in accordance with the requirements of this section and Section 31 2333, Trenching and Backfilling, as applicable.

End of Section

MCA Tech Bulletin

Preventing Scaling of Concrete with Portland Limestone Cement

In recent years the construction industry has experienced an increase in the acceptance and adoption of new cement types to reduce the environmental impact of building materials. In Michigan, the first wave arrived in 2022 with the transition from Type I Cement (ASTM C150) to Type IL Cement or Portland Limestone Cement (PLC) (ASTM C595), which is a blended cement with 5% to 15% limestone. This transition warrants revisiting the discussion on concrete scaling and how to prevent concrete scaling.

Scaling, as defined by the American Concrete Institute (ACI) Committee 116, is the “local flaking or peeling away of the near-surface portion of hardened concrete or mortar.” This may also be called mortar flaking when it occurs just over the aggregates near the surface. Scaling is primarily a physical action created by hydraulic pressures or stresses from repeated freeze-thaw cycles within the concrete. The expansive forces caused by the formation of ice are exacerbated with deicing chemicals, which increase both the saturation of the concrete and the number of freeze-thaw cycles. The distress mechanisms of scaling are complex on both a microscopic and macroscopic level.

The State of Michigan is in a “severe exposure” climate where exterior concrete is subjected to i) continuous moisture, ii) cycles of freezing and thawing, and iii) the use of deicing chemicals. Therefore, exterior concrete must be proportioned with durable ingredients designed for this type of climate, with an entrained air-void system, and such concrete must be placed using proper placement, finishing, and curing and protection to resist hydraulic pressures (stresses) that can cause scaling.

Severity of Scaling

ACI 116R classifies scaling as:

- Light (loss of surface mortar without exposure of coarse aggregate)
- Medium (loss of surface 0.2 to 0.4 in. in depth and exposure of coarse aggregate)
- Severe (loss of surface 0.2 to 0.4 in. in depth with some loss of mortar surrounding aggregate particles 0.4 to 0.8 in. in depth)
- Very Severe (loss of coarse aggregate particles as well as surface mortar, generally to a depth greater than 0.8 in.)

Causes

The most common causes of scaling are related to one or a combination of the following factors:

- **Curing.** Lack of, or inadequate, curing and protection after placing concrete may compromise the surface of newly placed concrete. Do not let the concrete surface dry out after placement. Cement reacts with the water in the mix. Once the water is gone, the chemical reaction stops and the concrete stops gaining strength. A surface that dries out before it reaches strength will be weak. Curing compounds and/or secured plastic sheeting can be used to keep the surface from drying during the first few days, allowing it to gain full strength. Curing is always critical, but it is more critical on a comfortable feeling, low humidity days than on hot humid days.
- **Finishing.** Improper finishing operations that work or trap water at the surface, resulting in a high water-cementitious ratio and low strength, creating a low-durability surface layer may cause scaling. Delayed or extended finishing will also allow early drying of the exposed concrete surface, prior to curing application, which can result in a weak surface.
- **Air-Entrainment.** The use of non-air-entrained concrete or too little entrained air, resulting in a non-durable concrete mix may cause scaling. A poor air-void system may also be created at the surface via over-manipulation of the plastic concrete during finishing operations.

- **Water-Cement Ratio.** Using concrete with low strength or excessively high water-cementitious ratio will allow for deeper penetration of water and deicing chemicals that can cause scaling.



Examples of scaling (left, light severity, sometimes called mortar flaking; and right, medium severity)

- **Freeze-Thaw Cycles.** Exposure of new concrete to freeze-thaw cycles before it has been adequately cured, and not allowed to air dry may cause scaling of concrete.
- **Deicers.** Exposure to aggressive/corrosive salts and fertilizers may cause scaling. Intentional application or indirect exposure (from vehicle traffic) to deicing chemicals at this early age greatly increases the likelihood of scaling. Never use calcium or magnesium-based deicers on concrete. Sodium chloride (table salt, rock salt, or safe salt) may be used in moderation to melt the ice. Instead, consider using sand for traction over snow and ice.
- **Supplemental Cementitious Materials (SCMs).** Misunderstanding the use of SCMs may lead to scaling. Properly designed, finished, and cured mixes containing SCMs have the same resistance to scaling as 100% Portland limestone cement mixes. SCMs generally improve strength, durability, and water tightness. However, they also extend the concrete set time. Understanding set time and when to perform the varying finishing operations is crucial to the overall durability of a mix containing SCMs.

Preventing / Minimizing Scaling

It is important to note that all concrete surfaces will wear and scale to some extent over their lifetime. The use of preventative measures to mitigate the potential for scaling when placing concrete is critical to achieving a quality concrete project that will stand the test of time. Please see below for a list of best practices to prevent and minimize the potential of scaling.

1. **Concrete Mix Design.** Use a “severe exposure” concrete mix including:
 - **Cement.** For residential and commercial flatwork concrete mixes should include:
 - Minimum 4,000 psi compressive strength (consistent with the requirements of ACI 332, Code for Residential Concrete).
 - When slag cement is utilized in flatwork, the concrete mix should contain a minimum cementitious content of 564 lb/yd³.
 - **Aggregates.** Use durable and well-graded aggregates and ensure that stockpiles are kept moistened at or above the saturated surface dry (SSD) condition at the time of batching.
 - **W/C ratio.** Low water-cementitious ratio of 0.45 or less.
 - **Air Entrainment.** 5% to 8% entrained air for 3/4 to 1-inch top size aggregates.
 - **Slump.** Slump can be increased to 5-7 inches using a Mid-Range or High Range Water Reducer, which will also increase the workability of the concrete.
 - **Accelerator.** Using a non-chloride accelerator will help in the consistency of the setting of the concrete during cold weather placement.
 - **Retarder.** When the conditions are prime for rapid evaporation of bleed water on the surface that can contribute to plastic shrinkage cracking, an evaporation retarder should be used.
 - **Fibers.** Mono filament and fibrillated fiber can be used to help with the consistency of bleed and plastic shrinkage cracking.
1. **Placement and Finishing Practices.** Utilize proper placement and finishing practices. The best practice for exterior concrete consists of i) placing and consolidating the concrete in the forms, ii) then striking off the surface to final grade, and iii) smoothing/flattening with a float to fill in any holes in the surface.

As the concrete surface starts to stiffen or set up, a final texture is achieved with a burlap drag, light broom, or a patterned stamp. The water in fresh concrete gives the surface a glossy sheen. During the finishing process this sheen dissipates as the surface water evaporates. A curing membrane shall be applied as soon as the surface sheen starts to disappear. During the finishing process it is acceptable to lightly mist the surface (if needed) to replace water that has evaporated, but it is not acceptable for the finishers to mix water into the surface with their finishing tools – this practice leads to a weak concrete surface with a high chance of scaling.
2. **Curing.** Curing is the maintenance of moisture and temperature directly following finishing so that properties such as strength and durability develop, especially at the surface. Curing requirements also include protection from either excessive hot or cold temperatures.

Apply white curing compound as soon as the finishing and texturing process has been completed. The white curing compound provides a waxy coating on the concrete surface, is the easiest to use, and the white color ensures complete coverage is achieved. Please note that ambient conditions may at times require less or more curing time.
3. **Sealers.** Apply a commercially available, 100% silane or siloxane, penetrating concrete sealer per the manufacturer’s recommendations. The concrete should be reasonably dry prior to the sealer application, to

properly absorb the sealer. Ensure joints have been cleaned and sealed at the same time. Using a joint sealant is a best practice to ensure that ingress of water and incompressible material does not fill the joints.

4. **Deicers.** Minimize application of or exposure to deicers until after one year. Concrete placed late in the season, such as in October or November, may not have sufficient drying time (>40 days) before deicer application. Instead, consider using sand for traction over snow and ice.

Repair or Treatment

Although the appearance of a scaled surface may not be aesthetically pleasing, it is generally a cosmetic issue that does not compromise the structural integrity of the concrete and therefore may not require repair or replacement. For larger areas exhibiting pronounced scaling and surface loss, scarifying, grinding, or shot blasting will typically remove the scaled surface. However, the difference in appearance of ground vs. non-ground surfaces will be noticeable due to aggregate exposure in the ground areas.

shot blasting

grinding

scarifying



Example of a diamond-ground street

Additionally, a common treatment for lightly to moderately scaled exterior concrete surfaces is the application of a sealer to help create a moisture barrier, thus preventing water from penetrating into the concrete. This can be accomplished with a light power washing of the surface to remove all loose material and debris. After a short drying period, the surface is treated with a high-quality penetrating sealer product such as a silane sealer. These products are designed to penetrate

into the pores of concrete and react with alkaline materials and moisture to form a barrier that limits water and deicer penetration. Application rates will vary based on the specific product.



Application of a penetrating sealer to concrete

References

- American Concrete Institute, ACI 201.2R Guide to Durable Concrete, (www.concrete.org)
- American Concrete Institute, ACI 305R (Hot Weather)
- American Concrete Institute, ACI 306R (Cold Weather)
- American Concrete Institute, ACI 308R Guide to Curing Concrete
- American Concrete Institute, ACI 332 Residential Code Requirements for Structural Concrete
- National Ready Mixed Concrete Association, Concrete in Practice (CIP) 2, Scaling Concrete Surfaces, (www.nrmca.org)
- International Code Council, 2012 International Building Code
- Federal Highway Administration, FHWA SD2002-01-X, TPF-5(042)-X and SD2002-01-G, TPF-5(042)-G
- Federal Highway Administration, FHWA Portland Limestone Cement Publication No.: FHWA-HRT-23-104
- Ohio Concrete, Technical Tip—A Case for Sealing Concrete Surfaces, 2006
- 2013 Ohio Concrete, Industry Recommendation for Exterior Concrete Flatwork
- Portland Cement Association, 2007 Engineering Bulletin 221—Specifiers Guide to Durable Concrete, Rachel J. Detwiler and Peter C. Taylor
- Portland Cement Association, 2005 Design and Control of Concrete Mixtures 16th Edition, 2016
- Portland Cement Association, 2024 State-of-the-Art Report on Use of Limestone in Cements at Levels up to 15%
- International Concrete Repair Institute, Inc. ICRI Webinar – April 16, 2024, Tips on Successful Transition to Working with Portland-Limestone Cement Mixes

Disclaimer: The information contained herein is provided for use by personnel who are competent to evaluate the significance and limitations of the information provided and who will accept total responsibility for the application of this information. Others should obtain assistance from a qualified professional before proceeding. The opinions expressed herein reflect the opinion and judgement of the Michigan Concrete Association (MCA) as of the date of this bulletin and are subject to change. The information has been obtained from sources MCA considers to be reliable, but cannot guarantee that it is comprehensive or completely accurate.

Published July 2024

Approved for the Agenda of:	APPROVED
8/27/2024	Motion No. 24-398

7.C.



Building Department

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Ali Dib, City Engineer

DATE: August 20, 2024

RE: City Engineer Dib - Bid Award - Asphalt Pavement Street Repair Program Contract

Honorable Council Members:

Attached, please find the results of the bids submitted to the Comptroller's Office for Asphalt Pavement Repairs (various locations). With your concurrence, I am requesting that the City Council award the bid to TrueNorth Asphalt LLC in the amount of \$524,594.40 (lowest bid + 10%).

Additionally, authorize the Mayor and City Clerk to sign the contract.

Furthermore, please authorize the release of the bid bonds for the other bidders.

Sincerely,
Ali M. Dib, P.E.
City Engineer

Attachments:

1. RFP for Asphalt repairs at various locations
2. RFP Form Asphalt
3. SKM_360i24080113250
4. HMA specs for golfview Dr (1)
5. Asphalt Pavement Repairs Bid Results August 2024

CITY OF DEARBORN HEIGHTS

Request for Proposal (RFP) for Asphalt pavement repairs

ADVERTISEMENT FOR PROPOSAL

Sealed Proposals will be received electronically at bidnetdirect.com or by email at comptroller@ci.dearborn-heights.mi.us or in person at the Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127, until:

Thursday August 15, 2024

AT 3:00 p.m.

Specifications must be obtained on-line by registering (free registration available) on BidNet. Go to www.bidnetdirect.com/mitn or send an email request to mpaul@dearbornheightsmi.gov

Questions related to this project can be directed to City Engineer Mr. Ali M. Dib P.E by Email to adib@dearbornheightsmi.gov

CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

PUBLISHED August 5,2024

Optional walk-thru Monday August 12, at 1:00 pm starting at city hall at the above address

CITY OF DEARBORN HEIGHTS

**RFP to for Asphalt pavement repairs at various locations
throughout the city of Dearborn Heights.**

INSTRUCTIONS TO BIDDERS

Sealed bids will be received electronically at Comptroller@dearbornheightsmi.gov by the City of Dearborn Heights, Michigan as owner, until **3:00 P.M., Thursday August 15, 2024** or in person at the Comptroller's Office at the Dearborn Heights City Hall, 6045 Fenton, Dearborn Heights, Michigan, 48127, or can be submitted at www.bidnetdirect/mitn using electronic bid submission option. Proposals shall be for items as specified on attached Specifications and Proposal Form.

BRAND NAME:

If and wherever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made.

Proposal shall be addressed to Comptroller, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, Michigan, 48127, in a sealed envelope for each proposal, marked "Bid for (name of item being bid)". Such proposals shall be submitted in strict accordance with the City of Dearborn Heights Specifications for the items listed herein. Any and all variations from Dearborn Heights Specifications are to be stated in the bids.

Each proposal must be submitted on forms furnished on-line at the MITN site, on:

www.bidnetdirect/mitn

The City of Dearborn Heights reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

BID DEPOSIT:

Each bid must be accompanied by a Cashier's Check or Bid Bond in the amount of \$3,000.00 to validate the bid proposal.

BID SUBMISSION:

Please follow these instructions carefully to submit a bid, your bid may be considered Nonresponsive if it is not submitted as instructed below. Bids are considered received, when Comptroller's Office received by email or submitted at Bidnetdirect/mitn EBS option for registered users before the specified due date and time, late bids will not be considered. Each bid must be submitted separately and electronically.

1. Email Option

Scan your bid documents and email to comptroller@dearbornheightsmi.gov as an email attachment in either pdf or word format. In the email, please include the bid solicitation name, your company's address, telephone number and your contact information. Please include a photo copy of your bid deposit along with bid documents. If your bid deposit is in the form of a cashier's check, please mail the original check to Comptroller's Office, 6045 Fenton, Dearborn Heights, MI 48127.

2. Electronic Bid Submission Option

Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn You must be a registered user to participate in electronic bid submission.

- a. Find City of Dearborn Heights solicitation you are bidding for
- b. Click on "Place a Bid" button
- c. Select "Place a new Bid" radio button and click on continue. The create bid interface opens.
- d. Click on "Documents" tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
- e. It will take you to the Pricing tab, and you will see a reminder to "don't forget to attach your pricing in the Documents section. Select Next button on the next screen in the "exception" section, select "No" or "Yes". In the "Bidder compliance & Authentication" section enter your complete name and password when prompted. Click on "Submit Bid" button.
- f. In the "bid submission confirmation" window select "No" or "yes" as your response.
- g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.

CITY OF DEARBORN HEIGHTS

INVITATION TO BID

**RFP for Asphalt pavement repairs at various locations throughout
the city of Dearborn Heights**

INSTRUCTIONS TO BIDDERS

PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING PARAGRAPH:

**AT THE TIME OF OPENING ANY BID THAT DOES NOT MEET THE
REQUIREMENTS OF THE ABOVE PARAGRAPH WILL NOT BE READ BY THE
COMPTROLLER, OR TABULATED BY THE PURCHASING DIVISION. THESE BIDS
WILL BE RETURNED TO THE BIDDER BY THE COMPTROLLER MARKED,
“DOES NOT MEET BID SPECIFICATIONS”.**

It is agreed, if the bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract or Purchase Order and properly secure the same within ten (10) days, the amount of the bid deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

Further, if the successful bidder fails to comply with the terms of the bid proposal, contract or purchase order the City has the option to hold the successful bidder to the terms of the proposal or forfeit the bid deposit as liquidated damages.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (Naming Partners), Corporation, Foreign or Domestic (Naming Principal Officers), and indicate capacity or person executing proposal and bid.

Revised: 11/27/79 (Council Motion 79-1003)

And also on:

1/08/80 (Council Motion 80-15)

And also on:

6/12/91 (Council Motion 91-299)

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: _____

Delivery: _____

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable) _____

**Proposal for Asphalt pavement repairs at Various locations
within the city of Dearborn Heights. (See attached maps)**

UNIT PRICE: _____ \$ _____
(Total Figure Written) (Total Figure)

**All questions or request of information should be submitted in writing, sent via email to
City Engineer Mr. Ali M. Dib P.E to adib@dearbornheightsmi.us**

Firm Name _____ Date _____

Address _____

Signature _____ Telephone _____
(Person executing bid & official capacity)

Names of Principal Officers and designate
Official capacity

If partnership or assumed name, indicate
name of owners

AGREEMENT for Asphalt pavement repairs throughout the city of Dearborn Heights.

This Agreement (for Asphalt pavement repairs at Golfview Drive), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and **[TO BE DETERMINED]** (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Asphalt pavement repairs at various locations within the city of Dearborn Heights (See attached). The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents

are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as street asphalt pavement repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed **[TO BE DETERMINED]**.

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Building and Engineering, Department of Public Works, and/or City Engineer will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion

approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal

Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: [TO BE DETERMINED]

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts,

each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

[THIS SPACE IS INTENTIONALLY BLANK.]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS
(“OWNER”)

Bill Bazzi
Its: Mayor

Dated: _____, 2021

Lynne M. Senia
Its: City Clerk

Dated: _____, 2021

[TO BE DETERMINED]
(“CONTRACTOR”)

By: _____
Its: _____

Dated: _____, 2021

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: _____

Delivery: _____

State Warranty on Equipment (where applicable): _____

Make and Model (where applicable): _____

PROPOSAL: **RFP for Asphalt Pavement Repairs**

Bid Unit Price:

4 inch HMA in place total cost per Square Yard:	\$	/SY
Integral Curb & Gutter Repair (as needed):	\$	/LF
Adjust Structures (as needed):	\$	/Vertical Foot
Replace Cover (as needed):	\$	/Each
Base Repairs (as needed):	\$	/SY
Full Catch Basin (structure and cover)	\$	/Each

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib, P.E. to adib@dearbornheightsmi.gov

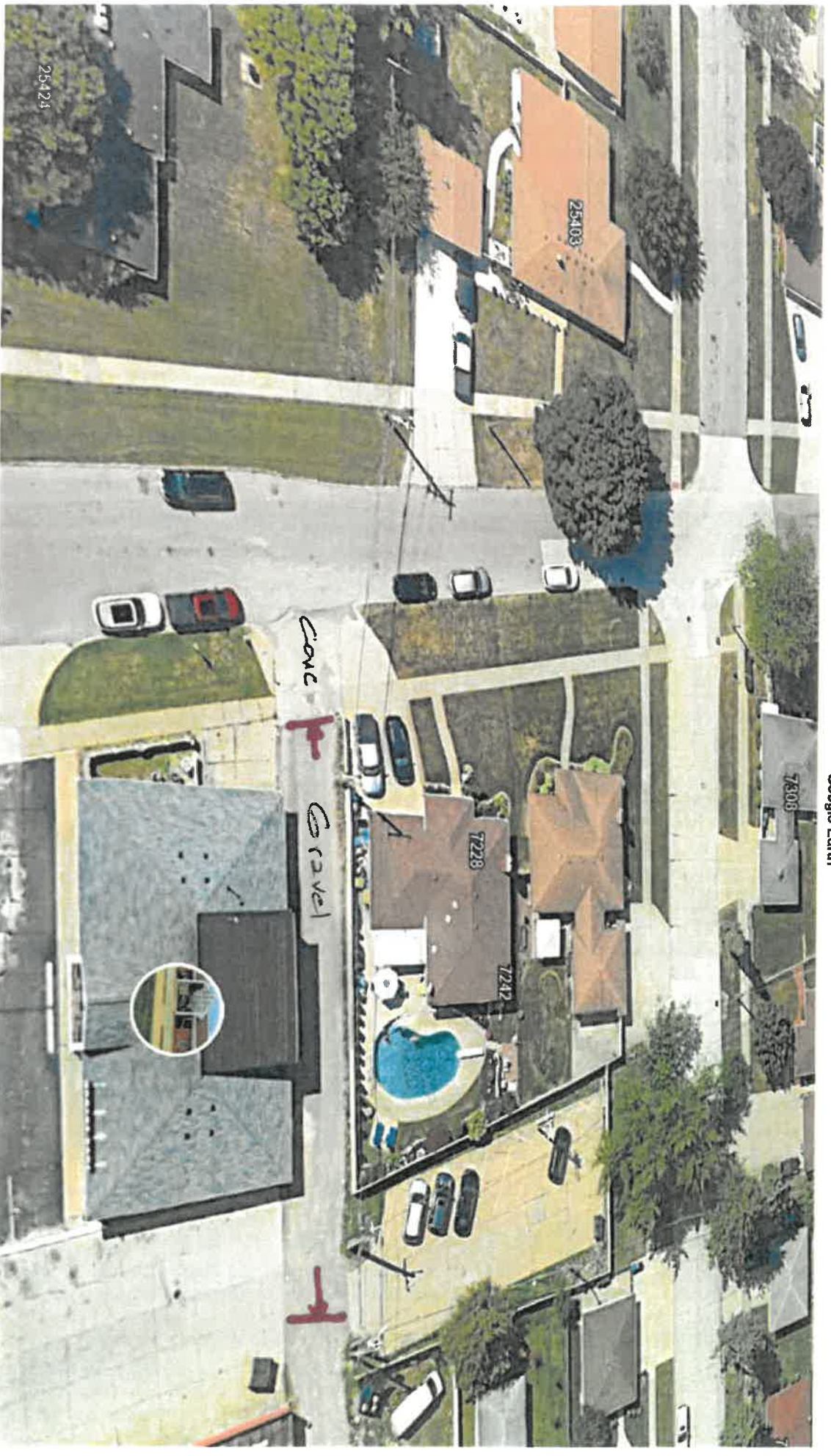
Firm Name _____ Date _____

Address _____

Signature _____ Telephone _____
(Person executing bid & official capacity)

Names of Principal Officers and designated
official capacity

If partnership or assumed name, indicate
name of owners



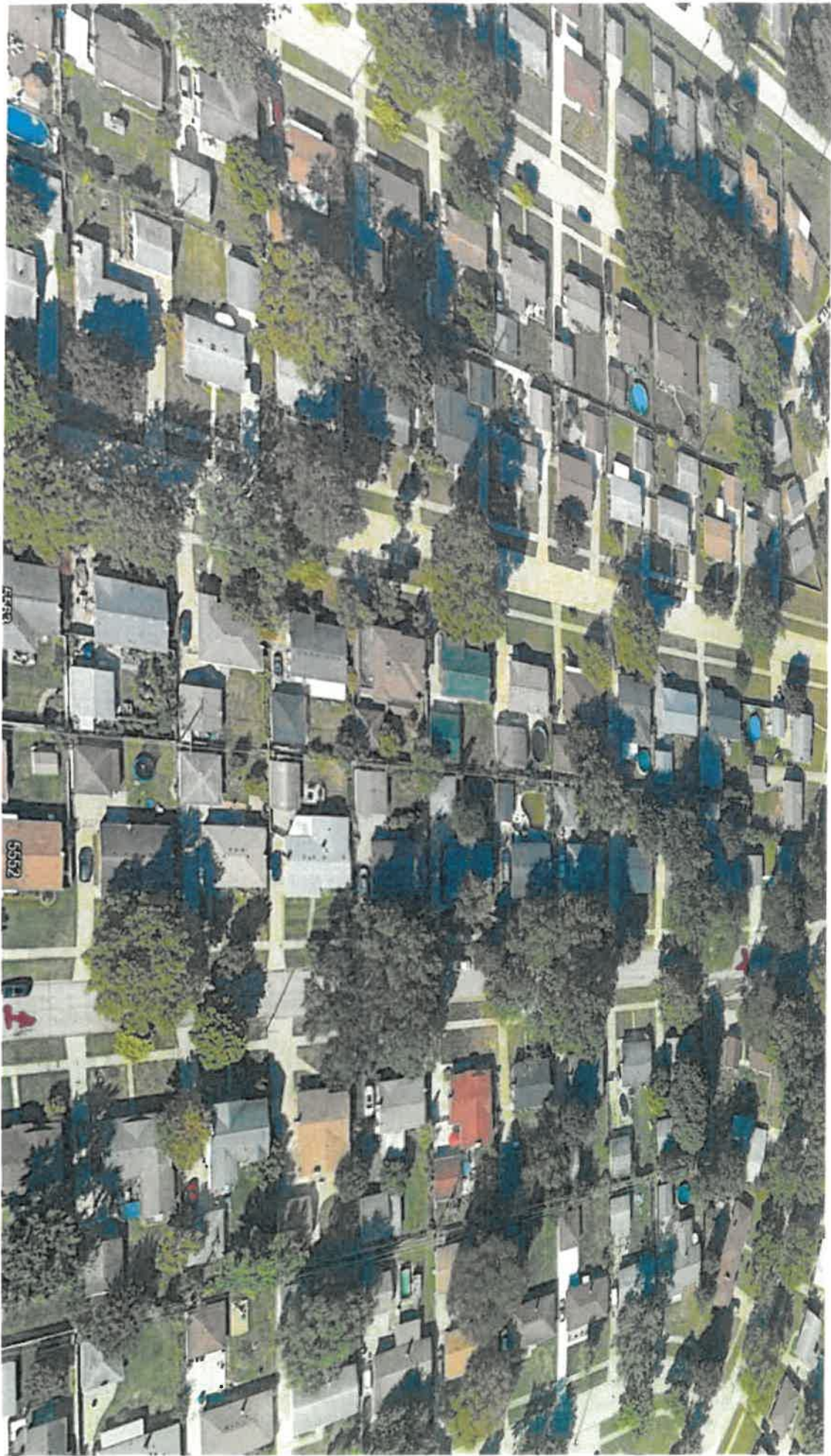
Existing gravel Alley 190' x 20'
Re-grade and pave w/ 2 1/2" base + 1 1/2" Top
Adjust  ne structure



885' x 26'

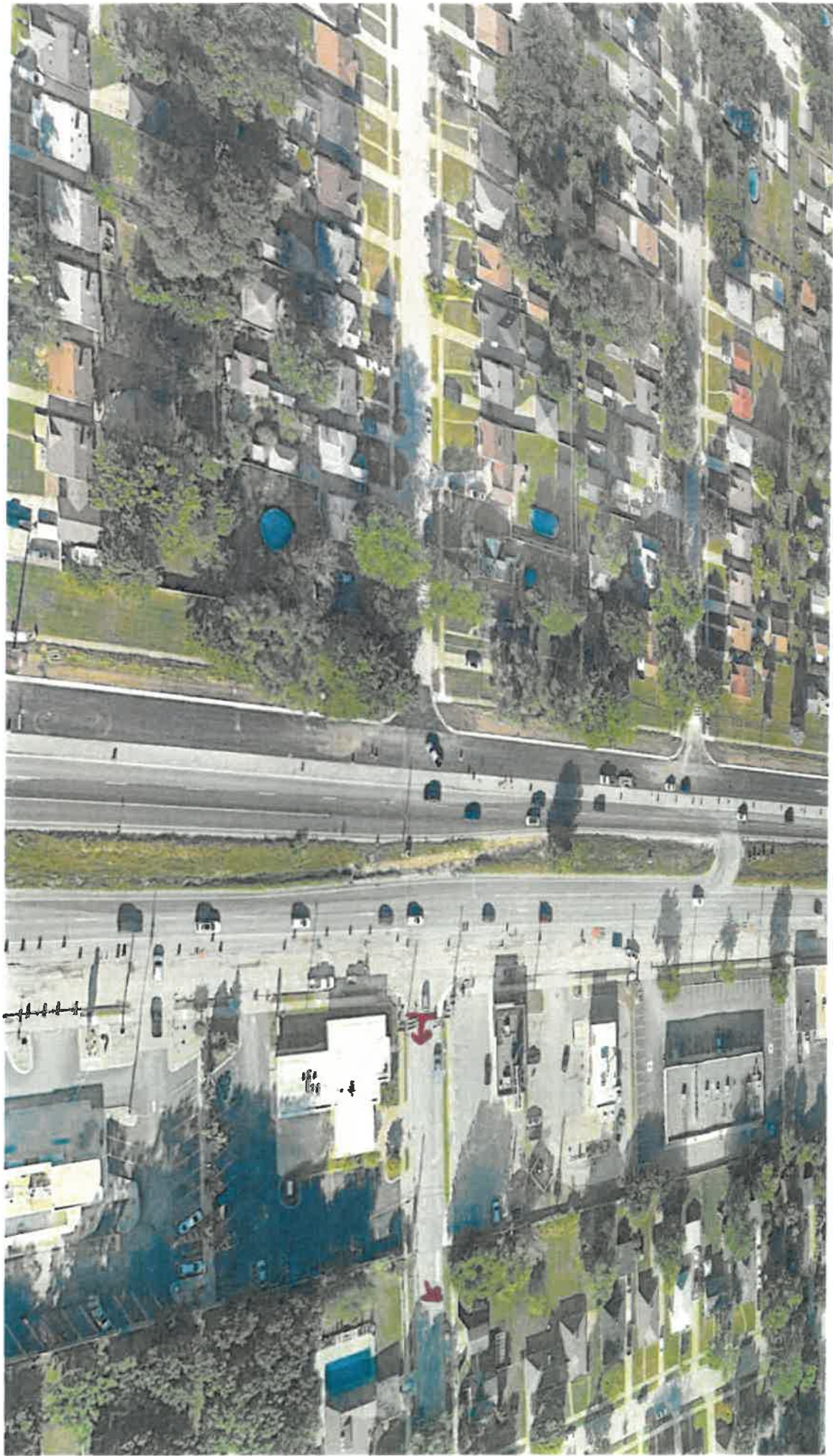
4" Mill & cap plus 2 C.B.'s Re-construct





Existing A/c over Concrete
983'x27'

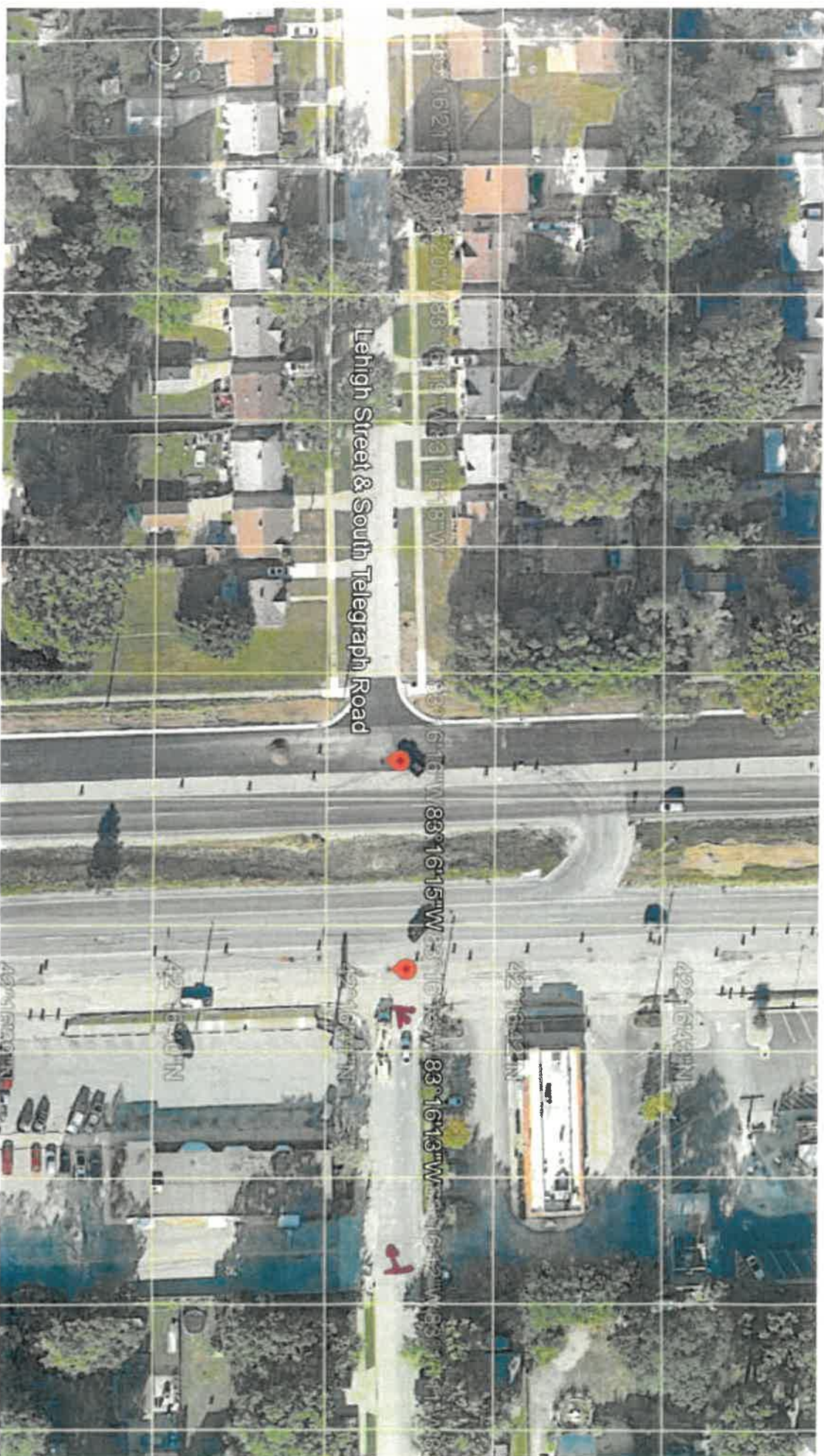
4" Mill & Cap



Existing A/c over Concrete

305' X 32'

4" Mill + Cap


$$\frac{1}{C^2} = \frac{1}{\sum_{i=1}^n \frac{1}{C_i^2}}$$



4" Mill & Cap (2 1/2" Base + 1 1/2" top)

Approx. 4,500 SY

**Request for Proposal (RFP) for Asphalt Pavement repairs at
Various locations , Dearborn Heights, Mi**

TECHNICAL SPECIFICATIONS MILLING & OVERLAY

**SPECIFICATIONS FOR
COLD MILLING HMA SURFACE**

Description

This work shall be in accordance with Division 5, Section 501 of the 2012 MDOT Standard Specifications, except as herein specified & include all labor, equipment and materials to complete full removal, loading, hauling and disposal of the milled material as called for in the plans.

All material must be disposed of at an off-site location designated by the Contractor

SPECIFICATIONS FOR HOT MIX ASPHALT (HMA)

Description

Description

This work shall be in accordance with Division 2, Section 204 and Division 5, Sections 501, 502, 503, 504, and 505 of the 2012 MDOT Standard Specifications For Construction, MDOT's Special Provision for Marshall Hot Mix Asphalt Mixture (SP501(F)), Table 1 of MDOT's Special Provision for Acceptance of HMA Mixture on Local Agency Projects (12SP-501J-03), MDOT's Local Agency Programs Hot Mix Asphalt (HMA) Selection Guidelines and except as herein specified.

Any possible inconsistencies that may exist between the requirements included herein, will be resolved by the ENGINEER at the time such inconsistency is identified.

The CONTRACTOR shall install the Hot Mix Asphalt (HMA) to the dimensions and thickness shown on the plans.

Mixtures

1. All HMA on this project shall be MDOT Mix Types: 5E1
2. The Job Mix Formula (JMF) and Mix Design shall be submitted to the ENGINEER for approval a minimum of 10 business days prior to paving. Do not begin production and placement of the HMA until receipt of the ENGINEER's approval of the JMF.
3. The PG binder grade, application rate and Aggregate Wear Index (AWI) will be as defined in the MDOT Local Agency Program's Hot Mix Asphalt (HMA) Selection Guidelines. Alternative mixes will not be allowed.
4. The HMA will be designed using Marshall Mixture Design Methods in accordance with the MDOT Standard Specifications For Construction and as modified in the MDOT Special Provision For Marshall Hot Mix Asphalt Mixture (12SP501(F)). Maintain the binder content, aggregate gradation, and the crushed particle content of the HMA mixture(s) within the Range 1 uniformity tolerance limits in Table 1 of MDOT Special Provision (12SP-501J-03). For all mixtures, field regress air void content to 3.5% with liquid asphalt cement unless specified otherwise on the HMA application estimate.
5. Aggregates produced from steel furnace slag, reverberatory furnace slag or crushed concrete shall not be permitted in any HMA mixture. Topsoil, clay, or loam cannot be added to aggregates which are to be used in plant mixed HMA mixtures.
6. The aggregate portion retained on the No. 4 sieve shall not contain by weight more than 6% particles which are soft or non durable.
7. Recycled Asphalt Pavement (RAP) may be substituted for a portion of new materials required to produce the HMA mixture(s) as follows:
 - a. For the HMA Top Course, a maximum of 17% RAP binder by weight of the total binder in the mixture will be allowed.
 - b. For HMA Base Course and Leveling Course mixtures, a maximum of 27% RAP binder by weight of the total binder in the mixture will be allowed. For HMA Base Course and Leveling Course mixtures containing 18% to 27% RAP, the required asphalt binder grade Must be at least one grade lower for the lower temperature than the design binder grade required for the specified mixture type. For instance, for a design binder grade of PG-58-22, the required grade for the binder in the HMA mixture containing 18% to 27% RAP would be a PG 58-28.
8. **No Recycled Asphalt Shingles (RAS) will be allowed in the HMA mixture(s).**

9. The CONTRACTOR will specify the temperature of the HMA mixture(s) at placement when submitting the JMF to the ENGINEER for review and approval.

Installation

1. The HMA shall be placed by the self-propelled mechanical paver or spreader to a depth that, when compacted, the mixture will have the thickness, width and slope specified or as directed by the ENGINEER.
2. Paths placed in thickness of 250 pounds per square yard, or less, may be placed in one course.
3. When placing the top course on paths eight feet (8') in width or greater, the material shall be placed using a paver having an automatically controlled and activated screed and strike-off assembly and corresponding grade referencing equipment as directed by the ENGINEER.
4. A tolerance of $\pm 20^{\circ}$ F from the specified target placement temperature will be allowed. Occasional loads slightly outside the $\pm 20^{\circ}$ F may be permitted, provided that adjustments are being made to bring the temperature of the HMA mixture back to the specified target placement temperature.
5. Any load having a temperature below 250° F or above 350° F at time of discharge from the Hauling unit will be rejected.

Quality Control (QC)

1. The CONTRACTOR will be responsible for providing the QC for the HMA during production at no expense to the ENGINEER. Testing will be completed by individuals holding the following MDOT certifications: HMA or Bit Level 1 or HMA or Bit QC/QA.
2. The CONTRACTOR is responsible for providing a Quality Control Plan (QCP) for the HMA in accordance with the HMA Production manual at the time of submittal of the JMF. The CONTRACTOR is responsible for establishing a testing frequency. At a minimum, (1) set of tests will be taken per day of production. It is the responsibility of the CONTRACTOR to notify the ENGINEER of the QC tests results immediately upon completion. In the event the QC tests fail to meet specification, additional QC testing will be performed until the CONTRACTOR is able to demonstrate to the ENGINEER that the JMF is being maintained. All QC test results must be provided to the ENGINEER no later than 3 business days after the date the tests were completed. All "failing" QC test results must be provided to the ENGINEER no later than the next business day.
3. At the direction of the ENGINEER, a maximum of 500 tons of each HMA mix type can be accepted by Visual Inspection (V.I.) per project (not per day).
4. Utilizing the appropriate ASTM or MTM Test Methods, the QC tests results will include and not be limited to the following:
 - Stability and Flow
 - Bulk Specific Gravity
 - Sieve Analysis and % Passing #200
 - Maximum Theoretical Specific Gravity
 - % Crushed
 - % of Recovered Asphalt
 - % Air Voids
5. After the JMF is established, the aggregate gradation, crushed and bitumen content of the HMA mixture(s) furnished for the project shall be maintained within the Range 1 uniformity Tolerance limits permitted for the JMF as specified in Table 1 titled "Uniformity Tolerance Limits For HMA Mixtures" in the MDOT Special Provision For Acceptance of Hot Mix Asphalt Mixture On Local Agency Projects (12SP-501J-03).

If, however, the CONTRACTOR's QC testing indicates that two (2) consecutive aggregate gradations on one (1) sieve, crushed or bitumen content(s) are outside of Range 1 but within Range 2 as shown in Table 1 of 12SP-501J-03, the CONTRACTOR shall suspend all

operations. Contract time shall continue during these times when the HMA plant is down. Before resuming production, the CONTRACTOR shall propose, for the ENGINEER's approval, all necessary alterations to the materials or plant so that the JMF can be maintained. If the necessary alterations cannot be maintained, the ENGINEER may require a new JMF. If, in the ENGINEER's judgement, the non-conforming mixture requires removal, the CONTRACTOR shall remove the mixture at their own expense and replace with a mixture meeting specification requirements. If, in the ENGINEER's judgement the non-conforming mixture can remain in place, the unit price for the non-conforming mixture will be reduced according to the following schedule:

<u>Non-Conforming Item</u>	<u>Penalty Reduction per SYD</u>
Asphalt Binder (minus)	10%
Asphalt Binder (plus).....	5%
Each Sieve	5%

For any one (1) mixture, if the CONTRACTOR's QC tests indicate (2) or more consecutive parameters, such as aggregate gradation on one (1) sieve, crushed or binder content exceed the uniformity tolerance of Range 2 shown in Table 1 of 12SP-501J-03, the mixture will be rejected. If in the ENGINEER's judgement the defective areas warrant removal, the CONTRACTOR shall remove and replace the areas, at the CONTRACTOR's expense, with mixtures meeting specification requirements. If in the ENGINEER's judgement the defective material can remain in place the contract unit price for the material outside of Range 2 will be decreased by 15% for each parameter.

Rolling and Compacting

1. Each layer of the HMA shall be compacted to the required density with approved rollers. At least two rollers will be required when the lay-down rate exceeds 800 square yards per hour.
2. Steel three-wheel rollers may be used for initial paving immediately following the paving immediately following the paver.
3. The final rolling operation on each layer of HMA shall be accomplished by use of tandem steel-wheel rollers or by use of vibratory rollers operated in the static mode.
4. Roller wheels will be kept properly moistened with water.
5. Pneumatic-tired rollers will not be permitted on wearing courses.
6. Pneumatic-tired rollers shall be operated in a competent manner and shall not mark or rut surface or displace the pavement edge.
7. The pneumatic-tired roller shall be ballasted to obtain the required ground contact pressures as directed by the ENGINEER. In order to obtain a uniformly textured mat and the desired pavement density, the ENGINEER may direct the CONTRACTOR to raise or lower tire pressures at any time during the rolling operations. The roller operations shall be conducted in such a manner as to prevent scuffing or chatter marks in the pavement surface. The number of passes made by the pneumatic-tired roller shall not be less than two (2) round trip passes over each area.

Rolling of the mixture shall begin as soon after placing as it will bear the roller without undue displacement, picking up the mat or cracking. Rolling shall start longitudinally at the extreme sides of the lanes and proceed toward the center of the pavement, overlapping on

8. successive trips by at least half the width of the drive wheel of the roller. Alternate trips of the roller shall be of slightly different lengths. The maximum roller speed for the type of mixture or thickness of the layer being placed.

9. When compacting an adjoining lane, the longitudinal joint shall be rolled first with the roller supported mainly on the cold lane with only three-to-six inches (3-6") of the roller extending onto the freshly placed HMA.
10. Finish rolling shall continue until all roller marks are eliminated.
11. Areas inaccessible to the standard eight (8) ton tandem rollers shall be compacted by self-propelled trench rollers of suitable width, approved by the ENGINEER, and weighing not less than 300 pounds per inch of width.
12. Skin patching will not be permitted on any area that has been rolled.
13. Any mixture that becomes mixed with foreign material or is any way defective shall be removed and replaced at the CONTRACTOR's expense.
14. Rolling shall proceed continuously until the required compaction is obtained.
15. The measurement of field compacted density will be accomplished utilizing a nuclear density gauge. The percent (%) compaction shall be determined by using the Gmm from the JMF for the density control target. The required in place density of the HMA mixture must be 92.0 % to 96.0 % of the density control target.
16. Unless otherwise directed by the ENGINEER, field density tests utilizing the nuclear density gauge will be obtained at a frequency of one (1) test for every 250 lineal feet of paving lane (unit), except for the last unit which will be 250 lineal feet plus any fractional unit less than 125 lineal feet in length, or will be a fractional unit 125 lineal feet or more in length. Miscellaneous areas such as intersections, crossovers and widened lanes less than 125 feet in length will be tested at the discretion of the ENGINEER.
17. Nuclear density tests will be taken on a random basis longitudinally within each unit and transversely within each unit. Tests will be taken at the discretion of the ENGINEER in areas that have received the least amount of compactive effort. Individual tests failing to meet the required in place density will be penalized as described below:
 - a. When individual density tests fail to meet 92.0 % to 96.0 % of the density control target as determined above, two (2) additional density tests will be taken in the 250 lineal foot pavement unit. The two (2) additional density tests will be taken at a minimum of 25 feet from the original test.
 - b. The average of the three (3) tests will be used to base the penalty and compute an adjusted price in accordance with the following schedule:

<u>AVERAGE TEST RESULTS</u>	<u>PRICE ADJUSTMENT per SYD</u>
92.0% to 96.0%.....	100%
91.0% to 91.9% and 96.1% to 97.0%.....	90%
90.0% to 90.9% and 97.1% to 98.0%.....	80%
89.0% to 89.9%.....	70%
88.0% to 88.9% and 98.1% to 99.0%.....	50%
Less than 88.0% and Greater than 99.0%	No Payment or Removal as Directed by the ENGINEER

The Square Yard's (SYD) to be penalized will be computed by the ENGINEER based on the length of unit and width of paving lane.

Weather and Seasonal Limitations

1. HMA shall not be placed, nor the prime coat or bond coat applied when rain is threatening or when the moisture on the existing surface would prevent satisfactory bonding.
2. Unless otherwise approved by the ENGINEER in writing, temperature and seasonal requirements for placing hot mix asphalt shall be in accordance with the current MDOT standards.

3. HMA paving will not be allowed when there is frost in the grade.

Protection of Structures

Structures shall be protected to prevent their surfaces from being discolored during the application of HMA to the road surface.

Equipment

1. The CONTRACTOR shall furnish sufficient equipment for the placing of the hot mix asphalt.
2. The equipment shall be on the job site and ready for normal operation before the placing of material is started.
3. All equipment shall be in good working order.
4. The equipment shall be subject to inspections and testing during construction.
5. The equipment shall be of sufficient capacity that the operation can be continuous and a rate of production obtained which insures good workmanship and eliminates overloading of the equipment or frequent interruptions or delays.
6. The equipment shall conform to the requirements as specified in Division 5, Section 501 of the 2012 MDOT Standard Specifications.

A. Flasher Lights for Bituminous Concrete Equipment

- On HMA construction, where traffic is being maintained, chip spreaders, distributors and rollers shall be equipped with at least one (1) approved flashing, rotating or oscillating amber light, and pavers shall be equipped with at least one (1) such light on each side of the paver.
- The lights shall be mounted so that the warning signal will be visible to traffic in both directions. The lights shall be in operation all the while the work is in progress.

B. Hauling Equipment

- Trucks used for hauling hot mix asphalt shall have tight, clean, smooth beds that have been thinly coated with lime solution or other approved release agent to prevent the mixture from adhering to the beds.
- Each truck shall have an adequately secured cover of such size and material as to completely protect the mixture from the weather and to retard the escape of heat from the mixture.

C. Pressure Distributor

- The distributor shall be mounted upon a vehicle that is capable of maintaining the uniform speeds required for proper application of the hot mix asphalt.
 - The vehicle shall be equipped with an accurate tachometer, which is calibrated to indicate speed in feet per minute.
 - The pressure distributor shall have a capacity of at least 800 gallons.
 - It shall be equipped with heating facilities capable of maintaining the hot mix asphalt at the specified temperature.
-
- A positive displacement-type pump, installed so as to permit circulation of the material in the tank and between the tank and the spray bar shall be provided.
 - The pump power shall be independent of the vehicle power of the pump which shall be operated by a power take-off from the vehicle power motor in

such a manner that uniform distribution of the hot mix asphalt at the rate specified will be obtained.

- The distributor shall be equipped with a tachometer calibrated in revolutions per minute or gallons per minute.
- Full circulating spray bars shall be available for application widths of three feet (3') to 24 feet in one-foot (1') increments.
- The nozzles shall produce a uniform fan spray, and the shutoff shall be instantaneous with no dripping. Nozzles in various sizes between one-eighth inch (1/8") and one-quarter inch (1/4") inclusive shall be available.
- The spray bar shall be set at the proper height to provide a uniform application at the specified coverage rate.

D. Pavers

- The paver shall be an approved self-powered machine capable of spreading and finishing the mixture in a uniform layer at the desired thickness and cross section and ready for compaction.
- The use of any machine in poor mechanical or worn condition will not be permitted.
- The paver shall be of such design that the supporting wheels, treads or other devices ride on the prepared base.
- The full width of surface being applied shall be screeded by an oscillating or vibrating screed.
- The paver shall at all times produce a uniformly finished surface, free from tearing or other blemishes that would require hand work.
- The screed shall be adjustable to provide for tilting to secure the proper drag or compressive action necessary to produce the desired surface texture.
- The paver shall be equipped with a hopper and an automatic material-depth control device so that each distributing auger and corresponding feeder shall respond automatically to provide for a constant level of mix ahead of the screed unit to the full width of the lane being paved.
- In order to ensure that adequate material shall be fed to the center portion of the lane being paved, reverse pitch augers or paddles shall be installed at the inside of one or both ends of the auger shafts to force the mix to the middle portion of the lane.
- If necessary to prevent segregation of the mix as it drops of the feed conveyor, battle plates shall be installed at the required location.
- When extensions are added to the paver, they shall be provided with the same vibrating screed or tamper action as the main unit of the paver, except for paving variable width areas.
- The extensions also shall be equipped with a continuation of the automatically controlled spreading augers.
- The screed and any extensions shall be provided with an approved method of heat distribution.
- Unless specified otherwise, hot mix asphalt pavers shall be equipped with an automatically controlled and activated screed and strike-off assembly capable of grade reference and transverse slope control.
- A manufacturer approved grade referencing attachment, not less than 30 feet in length, shall be used for all lower courses and the first lane of the wearing course.

- After the first lane of the wearing course has been placed, a 10-foot or longer grade referencing attachment may be substituted for constructing subsequent adjacent lanes of wearing course.
- A self-propelled mechanical spreader capable of maintaining the proper width, depth, and slope without causing segregation of the material may be used for base courses and for surface courses less than eight feet (8') in width.
- When surfacing ramps or shoulders, or when the grade of concrete gutter or other existing installation must be met, the manner of use or the automatic grade reference and slope control devices shall be determined by the ENGINEER.
- Whenever a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually for the remainder of the normal working day, provided this method of operation will produce results meeting the specification requirements.

E. Mixers

- Mixers shall be self-propelled and a combination scarifier, pulverizer, mixer and liquid distributor. Unless otherwise specified, a minimum of two (2) mixers will be required.
- If hot mix asphalt is used as a stabilizer, one mixer shall be self-propelled single-pass stabilizer, combining a cutting rotor, a blending rotor and at least one mixing rotor in the mixing chamber.
- The spray bar for distribution of the liquid shall operate in such a manner that all asphalt will be uniformly applied through the mixer at the time of mixing.
- The equipment for distributing the bituminous material shall be adjustable and shall measure accurately the amounts of bituminous material being applied.
- The bitumen pump shall be a positive displacement type pump. It shall be equipped in such a manner as to make it possible to check accurately the rate of application of the bitumen at any time.
- The mixer shall meet the approval of the ENGINEER.

F. Joint Heaters

- Joint heaters shall be infrared or other approved heaters, equipped with automatic ignition and extinguishing system to ensure that the heater operates only when the paver is moving.
- It shall be of sufficient length and heating capacity to adequately soften the edge of the mat.
- The heater shall be oriented parallel to the joint edge.

G. Rollers

- The hot mix asphalt shall not be heated by a direct open flame.
- Steel-Wheel — Steel-Wheel rollers shall weigh at least eight (8) tons and shall be self-propelled, vibratory or static, tandem rollers or shall be self-propelled static three-wheel rollers.
 - a. Steel-wheel rollers shall be free from backlash, faulty steering mechanism, or worn king bolts.

- b. The steering device shall respond readily and permit the roller to be directed on the alignment desired.
 - c. Rollers shall be equipped with wheel sprinklers and scrapers.
 - d. Roller wheels shall be smooth and free from openings or projections that will mar the surface of the pavement.
 - e. Vibratory rollers shall have a shutoff to deactivate the vibrators when the roller speed is less than 0.5 mph and shall have provisions to lock in the manufacturer's recommended speed, the vibrations per minute, and the amplitude of vibration (Dynamic force) for the type of bituminous mixture being compacted.
- Pneumatic-Tired
 - a. The pneumatic-tired roller shall be of the self-propelled type with a total weight, including ballast, no greater than 30 tons.
 - b. It shall be equipped with a minimum of seven (7) wheels situated on the axles in such a way that the rear group of tires will not follow in the tracks of the forward group but will be so spaced that a minimum tire path overlap of one-half inch (½") is obtained.
 - c. The tires shall be smooth and shall be capable of being inflated to or adapted to achieve a pressure necessary to provide ground-contact pressures of at least 80 pounds per square inch.
 - d. The tire pressures shall not vary by more than five (5) pounds per square inch between individual tires.
 - e. The CONTRACTOR shall furnish the ENGINEER charts or tabulations showing the contact areas and the contract pressures for the full range of tire inflation pressures and tire loadings for the type and size roller used.
 - f. The roller shall be equipped with a mechanism capable of reversing the motion of the roller smoothly.
 - g. The roller shall be equipped with wheel sprinklers and scrapers or mats.
- H. Chip Spreader
 - The chip spreader shall be self-propelled and shall be equipped with pneumatic tires.
 - The spreader shall be equipped with a screen mounted below the metering gage.

SPECIFICATIONS FOR HOT MIX ASPHALT (HMA) WEDGING

Description

This work shall be in accordance with Division 2, Section 204 and Division 5, Sections 501 and 502 of the 2012 MDOT Standard Specifications For Construction and the Specification for Hot Mix Asphalt (HMA).

Any possible inconsistencies that may exist between the requirements included herein, and the requirements of the «cntynam» or work under their jurisdiction, will be resolved by the ENGINEER at the time such inconsistency is identified.

The CONTRACTOR shall install the Hot Mix Asphalt (HMA) Wedging to the dimensions and thickness shown on the plans or as directed by the Engineer. Wedge with HMA to remove irregularities in the existing road. Place and compact HMA Wedging to correct the foundation. Allow the Wedging to cool enough to support construction equipment without causing visible distortion of the mat before placing subsequent Wedging, Base, Leveling or Top course mixtures.

Mixtures

The HMA Wedging Course Mixture shall be in accordance with the Specification for Hot Mix Asphalt (HMA) and as defined in the “Description” section of this Specification.

The HMA Wedging Course shall be a HMA 1100 T Mix. If approved by the ENGINEER, the HMA Top Course Mix specified for the project can be used in place of the HMA 1100 T Mix at no additional cost to the Owner. **Under no circumstance will the HMA 1100 T Wedging Course be used as the HMA Top Course.**

CITY OF DEARBORN HEIGHTS

Name of Bid:

RFP for Asphalt Pavement Repairs Rebid

Bid Date

8/19/2024



Bidder	Bid Deposit	Bid Amount	Notes
Al's Asphalt Paving Company 25500 Brest Road Taylor, MI 48180	5% Bid Bond	\$522,118.00	
Best Asphalt Inc 6334 N. Beverly Plaza Romulus, MI 48174	5% Bid Bond	\$557,800.00	
Bowen Paving 1001 Cesar E. Chavez Ave Pontiac, MI 48340	5% Bid Bond	\$489,644.00	
Gibraltar Construction Company 2650 Van Horn Road Trenton, MI 48183	5% Bid Bond	\$574,000.00	
Hutch Paving Inc 3000 East Ten Mile Road Warren, MI 48091	5% Bid Bond	\$559,827.00	
TrueNorth Asphalt LLC 1241 East Eleven Mile Rd Madison Heights, MI 48071	5% Bid Bond	\$476,904.00	



CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: N/A

Delivery: N/A

State Warranty on Equipment (where applicable): N/A

Make and Model (where applicable): N/A

PROPOSAL: RFP for Asphalt Pavement Repairs

Bid Unit Price:

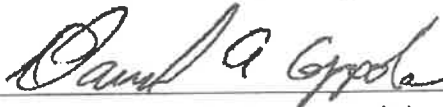
4 inch HMA in place total cost per Square Yard:	\$ <u>28.50</u>	/SY
Integral Curb & Gutter Repair (as needed):	\$ <u>85.00</u>	/LF
Adjust Structures (as needed):	\$ <u>350.00</u>	/Vertical Foot
Replace Cover (as needed):	\$ <u>600.00</u>	/Each
Base Repairs (as needed):	\$ <u>70.00</u>	/SY
Full Catch Basin (structure and cover)	\$ <u>4,300.00</u>	/Each
Asphalt curb Removal and replacement (as needed)	\$ <u>11.00</u>	/LF

Total Price \$ 522,118.00

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib, P.E. to adib@dearbornheightsmi.gov

Firm Name Al's Asphalt Paving Company Date 8/19/2024

Address 25500 Brest Road, Taylor, MI 48180

Signature  Telephone 313-946-1880
(Person executing bid & official capacity)

Ed Swanson

Names of Principal Officers and designated
official capacity

If partnership or assumed name, indicate
name of owners

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Bid Bond

CONTRACTOR:

(Name, legal status and address)

Al's Asphalt Paving Co.
25500 Brest Road
Taylor, MI 48180

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
PO Box 10800
Raleigh, NC 27605-0800

OWNER:

(Name, legal status and address)

City of Dearborn Heights
6045 Fenton Ave.
Dearborn Heights, MI 48127
BOND AMOUNT: Five Percent (5%) of Amount Bid

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

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

PROJECT:

(Name, location or address, and Project number, if any)

Asphalt Pavement Repairs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

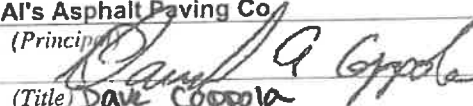
Signed and sealed this **15th** day of **August, 2024**


(Witness)


(Witness)

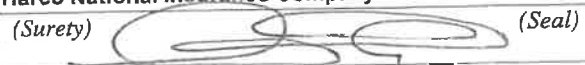
Al's Asphalt Paving Co.

(Principal)


(Title) **Dave Coppola**

Harco National Insurance Company

(Surety)


(Title) **Susan L Small, Attorney-in-Fact**

Init.

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POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

T.L. YOUNG, WENDY L. HINGSON, IAN J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER, T.J. GRIFFIN, JEFFREY A. CHANDLER, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

***RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



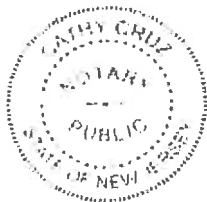
STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **8/15/2024**

Irens Martins, Assistant Secretary

A00502



CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: Net 30 days

Delivery: N/A

State Warranty on Equipment (where applicable): N/A

Make and Model (where applicable): N/A

PROPOSAL: RFP for Asphalt Pavement Repairs

Bid Unit Price:

4 inch HMA in place total cost per Square Yard: \$ 43.00 /SY

Integral Curb & Gutter Repair (as needed): \$ 100.00 /LF

Adjust Structures (as needed): \$ 300.00 /Vertical Foot

Replace Cover (as needed): \$ 1100.00 /Each

Base Repairs (as needed): \$ 15.00 /SY

Full Catch Basin (structure and cover) \$ 4500.00 /Each

Asphalt curb Removal and replacement

(as needed) \$ 13.00 /LF

Total Price \$ 557,800.00

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib, P.E. to adib@dearbornheightsmi.gov

Firm Name Best Asphalt, Inc. Date 8/19/24

Address 6334 N. Beverly Plaza, Romulus, MI 48174

Signature  Telephone 734-729-9440
(Person executing bid & official capacity)

Charles Stefano, President

Names of Principal Officers and designated
official capacity

If partnership or assumed name, indicate
name of owners

CITY OF DEARBORN HEIGHTS
RFP FOR ASPHALT PAVEMENT REPAIRS

ADDENDUM -1

This addendum has been issued to extend the due date of this Project mentioned above.

1. Extension of Due Date

Due date for this project has been extended to **Monday August 19, 2024 at 3:00 p.m.**

WESTFIELD INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Best Asphalt Inc
6334 N Beverly Plaza, Romulus, MI 48174

as Principal, hereinafter called the Principal, and Westfield Insurance Company, Westfield Center,
Ohio 44251

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto City Of Dearborn Heights
6045 Fenton, Dearborn Heights, MI 48127

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Accompanying Bid -----
Dollars (5%).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Asphalt Pavement Repairs

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

Signed and sealed this 15th day of August, 2024

Best Asphalt Inc

(Principal) (Seal)

By: Charles Stefano, President

(Title)

Westfield Insurance Company

(Surety) (Seal)

(Title)

Susan L Small, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the Westfield Insurance Company. The language in this
document conforms exactly to the language used in AIA Document A310, February 1970 edition.

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

T. J. GRIFFIN, T. L. YOUNG, WILLIAM A. PIRRET, STEVEN K. BRANDON, JOHN L. BUDDE, SUSAN L. SMALL, TERENCE J. GRIFFIN, JOINTLY OR SEVERALLY

of FARMINGTON HILLS and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 07th day of MAY A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 07th day of MAY A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of August A.D., 2024.



Frank A. Carrino Secretary

Frank A. Carrino, Secretary



CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: 30 days after invoice

Delivery: Sept/Oct 2024

State Warranty on Equipment: (where applicable)

Make and Model: (where applicable)

Proposal for Asphalt pavement repairs at Various locations within the city of Dearborn Heights. (See attached maps)

UNIT PRICE: four hundred eighty nine thousand six hundred ^{forty four} ^{Dollars} . \$489,644.00
(Total Figure Written) (Total Figure)

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib P.E to adib@dearbornheightsmi.us

Firm Name Bowen Paving Date 8/19/24

Address 1001 Cesar E Chavez Pontiac MI 48340

Signature [Signature] Jon Bowen Estimator Telephone 248-891-9105
(Person executing bid & official capacity)

Mike Bowen - President
Names of Principal Officers and designate
Official capacity

If partnership or assumed name, indicate
name of owners

Addendum #1 Received 8/14/24

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: 30 Days after Invoice

Delivery: Sept/Oct- 2024

State Warranty on Equipment (where applicable): _____

Make and Model (where applicable): _____

PROPOSAL: **RFP for Asphalt Pavement Repairs**

Bid Unit Price:

4 inch HMA in place total cost per Square Yard:	\$	/SY
Integral Curb & Gutter Repair (as needed):	\$	/LF
Adjust Structures (as needed):	\$	/Vertical Foot
Replace Cover (as needed):	\$	/Each
Base Repairs (as needed):	\$	/SY
Full Catch Basin (structure and cover)	\$	/Each
Asphalt curb Removal and replacement (as needed)	\$	/LF

*SEE
Attached*

Total Price \$ See Attached Sheet for total and unit costs

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib, P.E. to adib@dearbornheightsmi.gov

Firm Name Bowen Paving Date 8/19/24

Address 1001 Cesar E Chavez Pontiac MI 48340

Signature Jon R. Jon Bowen Estimator Telephone 248-871-9105
(Person executing bid & official capacity)

Names of Principal Officers and designated official capacity



**Bowen
Paving,
Inc.**

1001 Cesar E. Chavez Ave.,
Pontiac, Michigan 48340
(248) 332-4956 Fax (248) 334-7588

August 19, 2024

**City of Dearborn Heights
Request for Proposal (RFP) for 2024 Asphalt Pavement Repairs**

Description	Quantity/Unit	Unit Price	Total
4" HMA in place including milling, testing, traffic control	12,388 Sy.	\$37.00	\$458,356.00
Site grading	422 Sy.	\$4.00	\$1,688.00
Integral concrete curb and gutter including restoration	16 Ft.	\$500.00/location+\$100/Ft.	\$2,100.00
Adjust structures	3 ft.	\$825.00	\$2,475.00
Replace covers	0 Each	\$875.00	\$0.00
Full structure and cover replacement	0 Each	\$1850.00	\$0.00
Subgrade undercutting	0 Ton	\$75.00	\$0.00
HMA base repairs 2"	0 Sy.	\$45.00	\$0.00
Central Park- Striping	Lump Sum	\$725.00	\$725.00
Central Park- Parking block removal and rest	Lump Sum	\$2,200.00	\$2,200.00
Asphalt Curbing installation including restoration	1,700 Ft.	\$13.00	\$22,100.00
			Total: \$489,644.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307		CONTACT NAME: Kristina Hucul PHONE (A/C, No. Ext): (248) 519-1400 FAX (A/C, No.): (248) 519-1401 E-MAIL ADDRESS: khucul@ghbh.com	
INSURED Bowen Paving, Inc 1001 Cesar E Chavez Ave Pontiac MI 48340		INSURER(S) AFFORDING COVERAGE INSURER A: EMC Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		6D40582	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6E40582	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE			6J40582	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6H40582	12/31/2023	12/31/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			6C40582	12/31/2023	12/31/2024	Limit \$190,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Dearborn Heights is an Additional Insured for General Liability when required by written contract.

CERTIFICATE HOLDER City of Dearborn Heights 6045 Fenton Dearborn Heights MI 48127	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Bowen Paving, Inc.
1001 Cesar E. Chavez Avenue, Pontiac, MI 48340

as Principal, hereinafter called Principal, and

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800, Plymouth, MN 55441

a corporation duly organized under the laws of the State of **New York**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Dearborn Heights
6045 Fenton Street, Dearborn Heights, MI 48127

as Oblige, hereinafter called Oblige, in the sum of **Five Percent of Accompanying Bid**

Dollars (5% of Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

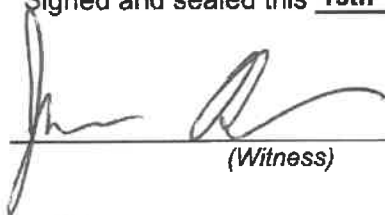
WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

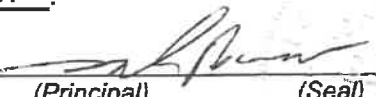
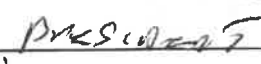
Asphalt Paving Repairs - 4" Mill and Overlay of Various Roadways in Dearborn Heights

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

Signed and sealed this 15th day of August, 2024.

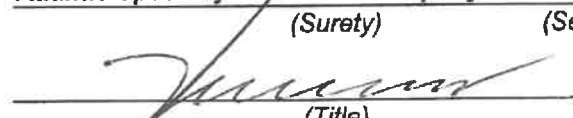
Bowen Paving, Inc.


(Witness)


(Principal) (Seal)

(Title)

Atlantic Specialty Insurance Company


(Witness)

(Surety) (Seal)

(Title)
Nicholas Ashburn, Attorney in Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Nicholas Ashburn, Michael D. Lechner, Mark T. Madden, Holly Nichols, Jason Rogers**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

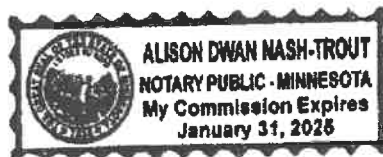
STATE OF MINNESOTA
HENNEPIN COUNTY



By _____

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ 15th _____ day of _____ August _____, 2024.

This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Gibraltar Construction Company

2650 Van Horn Rd

Trenton, MI 48183

SURETY:

(Name, legal status and principal place of business)

Western National Mutual Insurance Company

P.O. Box 1463

Minneapolis, MN 55440

OWNER:

(Name, legal status and address)

City of Dearborn Heights

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

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

BOND AMOUNT: Five Percent of Bid (5% of Bid)

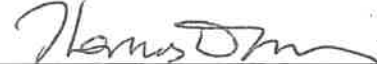
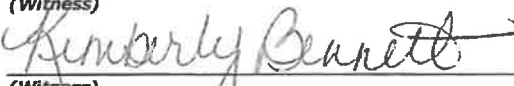
PROJECT: City of Dearborn Heights- Asphalt Pavement Repairs Various Locations / Asphalt Paving at Various Locations
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of August, 2024


(Witness)

(Witness) Kim Bennett

Gibraltar Construction Company
(Principal)  (Seal)
(Title)
Western National Mutual Insurance Company
(Surety)  (Seal)
(Title) James Slear, Attorney-in-Fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **James Slear, Connor McDowell**

Mourer-Foster, Inc. (#9869)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.

Jennifer A. Young, Secretary



Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 15th day of August, 2024

Jennifer A. Young, Secretary

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: N 30

Delivery: Installed

State Warranty on Equipment (where applicable): 1 Year

Make and Model (where applicable): N/A

PROPOSAL: **RFP for Asphalt Pavement Repairs**

Bid Unit Price:

4 inch HMA in place total cost per Square Yard: \$ 46.37 /SY x 12,379 syd per plan s.y.

Integral Curb & Gutter Repair (as needed): \$ 85.00 /LF

Adjust Structures (as needed): \$ 490.00 /Vertical Foot

Replace Cover (as needed): \$ 1,900.00 /Each

Base Repairs (as needed): \$ 91.00 /SY

Full Catch Basin (structure and cover) \$ 4,500.00 /Each

Asphalt curb Removal and replacement

(as needed) \$ 14.00 /LF

Total Price \$ 574,000.00

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib, P.E. to adib@dearbornheightsmi.gov

Firm Name GIBRALTAR CONSTRUCTION COMPANY **Date** 8-19-24

Address 2650 Van Horn Rd., Trenton, MI 48183

Signature  **Telephone** 734-234-8005

(Person executing bid & official capacity)

Thomas G. Morrison, President

Thomas G. Morrison, President

Names of Principal Officers and designated
official capacity

If partnership or assumed name, indicate
name of owners

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: Per contract for (RFP) for Asphalt Pavement Repairs

Delivery: Projected estimated start date 09-09-2024

State Warranty on Equipment (where applicable): N/A

Make and Model (where applicable): N/A

PROPOSAL: RFP for Asphalt Pavement Repairs

Bid Unit Price:

4 inch HMA in place total cost per Square Yard:	\$ 36.59	/SY	Combined Square Footage Total 137,701 SFT
Integral Curb & Gutter Repair (as needed):	\$ 68.00	/LF	68.00 LF over 150LF anything under \$89.00 Per LF
Adjust Structures (as needed):	\$ 850.00	/Vertical Foot	
Replace Cover (as needed):	\$ 850.00	/Each	
Base Repairs (as needed):	\$ 117.00	/SY	Price per 1,000 SFT Min.
Full Catch Basin (structure and cover)	\$3,250.00	/Each	
Asphalt curb Removal and replacement (as needed)	\$ 11.00	/LF	

Total Price \$ 559,827.00

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib, P.E. to adib@dearbornheightsmi.gov

Firm Name HUTCH PAVING INC **Date** 08/15/2024

Address 3000 East Ten Mile Rd

Signature  **Sales Estimator** **Telephone** 586-413-2015
(Person executing bid & official capacity)

Michael Campbell **President**
Rick Tenbusch **Vice President**

**Names of Principal Officers and designated
official capacity**

**If partnership or assumed name, indicate
name of owners**

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: Per contract for (RFP) for Asphalt Pavement Repairs

Delivery: Projected estimated start date 09-09-2024

State Warranty on Equipment (where applicable): N/A

Make and Model (where applicable): N/A

PROPOSAL: RFP for Asphalt Pavement Repairs

Bid Unit Price:

4 inch HMA in place total cost per Square Yard: \$ 36.59 /SY Combined Square Footage Total | 137,701 SFT

Integral Curb & Gutter Repair (as needed): \$ 68.00 /LF 68.00 LF over 150LF anything under \$89.00 Per LF

Adjust Structures (as needed): \$ 850.00 /Vertical Foot

Replace Cover (as needed): \$ 850.00 /Each

Base Repairs (as needed): \$ 117.00 /SY Price per 1,000 SFT Min.

Full Catch Basin (structure and cover) \$3,250.00 /Each

Asphalt curb Removal and replacement

(as needed) \$ 11.00 /LF

Total Price \$ 559,827.00

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib, P.E. to adib@dearbornheightsmi.gov

Firm Name HUTCH PAVING INC Date 08/15/2024

Address 3000 East Ten Mile Rd

Signature  Sales Estimator Telephone 586-413-2015
(Person executing bid & official capacity)

Michael Campbell President
Rick Tenbusch Vice President

Names of Principal Officers and designated
official capacity

If partnership or assumed name, indicate
name of owners



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

HUTCH PAVING, INC
3000 E. 10 Mile Rd.
Warren, MI 48091

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
9025 North Lindbergh Dr.
Peoria, IL 61615

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

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

OWNER:

(Name, legal status and address)

City of Dearborn Heights
6045 Fenton Rd.
Dearborn Heights, MI 48127

BOND AMOUNT: FIVE PERCENT-OF-BID AMOUNT (5%)

PROJECT: City of Dearborn Heights Asphalt Pavement Repairs

(Name, location or address, and Project number, if any)

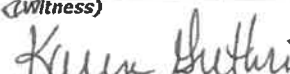
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

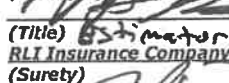
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this August 19, 2024.


(Witness)


(Witness)

HUTCH PAVING, INC
(Principal)


(Title) Estimator
RLI Insurance Company
(Surety)

Michael G. Zervos, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael G. Zervos, Stephen M. Zervos, Courtney Saunders, Stephanie A. Dinco,
Karen Guthrie, jointly or severally

in the City of Southfield, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars
(\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 4th day of

March



State of Illinois

County of Peoria

SS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins

Eric Raudins

Sr. Vice President

CERTIFICATE

On this 4th day of March, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 19th day of August, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Dick

Jeffrey D. Dick

Corporate Secretary

By: Jill A. Scott
Jill A. Scott

Notary Public



JILL A. SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

Agents Name ZERVOS GROUP, INC
Email: Karen@zervosgroup.com

BID BOND RESULTS

CONTRACTOR HUTCH PAVING, INC

BOND # 3HUT08192024

AMOUNT \$559,827.00 BID DATE 8/19/2024

OBLIGEE City of Dearborn Heights

DESCRIPTION OF PROJECT City of Dearborn Heights Asphalt Pavement Repairs

PLEASE FILL IN FIRM NAME & THREE BID PRICES:

LOWEST BIDDER _____ \$ _____

2ND LOWEST BIDDER _____ \$ _____

3RD LOWEST BIDDER _____ \$ _____

IF YOUR BID IS NOT LISTED ABOVE, WHAT WAS YOUR BID? \$ _____

COMMENTS _____

DATE SIGNED _____

BY _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ZERVOS GROUP INC 24724 Farnbrook P O Box 2067 Southfield, MI 48037-2067	CONTACT NAME: Michael Zervos/Sarah Laney PHONE (A/C, No, Ext): 248 355-4411 FAX (A/C, No): 248 355-2175 E-MAIL ADDRESS: sarah@zervosgroup.com														
INSURED HUTCH PAVING INC 3000 E 10 Mile Rd Warren, MI 48091	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: FCCI Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: National Trust Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Safety National Casualty Corporation</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FCCI Insurance Company		INSURER B: National Trust Insurance Company		INSURER C: Safety National Casualty Corporation		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ X,C, U GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	CPP100042914	03/31/2024	03/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒	X	X	CA100012385	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0	X	X	UMB100024127	03/31/2024	03/31/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	HUTCHC	05/01/2024	04/30/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G. Zervos

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Jim Francescutti

From: Mike Fellows <Mike.Fellows@rocorealestate.com>
Sent: Wednesday, August 14, 2024 3:49 PM
To: Jim Francescutti
Cc: Mike Chunko
Subject: RE: Midtown Square Proposal

What about the schedule, is there a date picked to get out there on these yet ?

Thanks Jim,

See Garwick

Mike Fellows
Director of Capital Projects
ROCO Real Estate
33 Bloomfield Hills Pkwy, Suite 135
Bloomfield Hills MI 48304
Mobile : (248) 755 2158



From: Jim Francescutti <assist@hutchpaving.com>
Sent: Wednesday, August 14, 2024 12:07 PM
To: Mike Fellows <Mike.Fellows@rocorealestate.com>
Cc: Mike Chunko <mchunko@hutchpaving.com>
Subject: RE: Midtown Square Proposal

Will do, thank you.

From: Mike Fellows <Mike.Fellows@rocorealestate.com>
Sent: Wednesday, August 14, 2024 11:21 AM
To: Jim Francescutti <assist@hutchpaving.com>
Cc: Mike Chunko <mchunko@hutchpaving.com>
Subject: RE: Midtown Square Proposal

Jim, Mike,

The PO for these 4 CB repairs at Midtown is # 160873. Is the work on the schedule already? You will need to write that PO number on your invoice once it's all done. Then just email that invoice to me please.

Thanks,

Mike Fellows
Director of Capital Projects
ROCO Real Estate

Key Work Individuals

Michael S. Campbell, President, 27 yrs. in Asphalt and Concrete Construction

Richard M. Tenbusch, VP of Operations, 27 yrs. in Asphalt and Concrete Construction

Wanda J. Peyerk, CFO, 31 yrs. in Construction Accounting

Garrick Ringwelski, Senior Project Manager, 29 yrs. In Construction Management

John Thomas, Project Manager, 39 yrs. in Construction Management

Patrick Albig, Paving Foreman, 34 yrs. In Asphalt Paving and Earthworks

Edward Bloodworth, Operations Prep Foreman, 39 yrs. in Concrete and Grade Preparation

Pete Bolden, Machine Operator, 37 yrs experience in Equipment

Michael Zoner, Milling Foreman, 37 yrs experience



ZERVOS GROUP, INC.
INSURANCE & BONDS



September 14th, 2022

Re: *Workers Compensation - EMR*
Hutch Paving, Inc.
3000 E. 10 Mile Rd.
Warren, MI 48091

To Whom It May Concern:

Please be advised that their primary state of operations is Michigan, and the Experience Modification Rate (EMR) for Hutch Paving, Inc., is as follows:

<u>Year</u>	<u>Rate</u>
05/01/2022 – 04/30/2023	.82
05/01/2021 – 04/30/2022	.81
05/01/2020 – 04/30/2021	.81

If you have any questions or need additional information, please feel free to contact our office.

Sincerely,

Michael G. Zervos
President of Operations

24724 Farnbrook Road • P.O. Box 2087 • Southfield, Michigan 48037-2087
4443 Lyons Road • Suite D-212 • Coconut Creek, Florida 33073
(248) 355-4411 • Fax (248) 355-2176



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

HUTCH PAVING, INCORPORATED

*was validly incorporated on June 15, 1993 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation
is in good standing in Michigan as of this date and is duly authorized to transact business and for no other
purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 23110119208

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 6th day of November, 2023.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.



GRETCHEN WHITMER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

BRADLEY C. WIEFERICH, P.E.
Director

November 20, 2023

Hutch Paving, Inc.
3000 E Ten Mile Rd
Warren MI 48091-8098

05328
(586) 427-7283

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of \$2,000,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until June 30, 2024.

2000	Cb	Hot Mix Asphalt/Bituminous Paving
1000	Ea	Grading, Drainage Structures & Agg. Cons
1000	J	Concrete C, C&G, Driveways, Sidewalks
1000	N93A	Cold Milling
100	N93G	Joint Repair

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Lawrence F. Strzelka
Manager
Construction Contracts Section
Contract Services Division

MURRAY D. VANWAGONER BUILDING • P.O. BOX 30050 • LANSING, MICHIGAN 48909
www.michigan.gov • (517) 373-2090

LH-LAN-0(01/11)



ZERVOS GROUP, INC.

INSURANCE & BONDS



March 27, 2024

Re: Hutch Paving, Inc.
3000 E. 10 Mile rd.
Warren, MI 48091

To Whom It May Concern,

We have had a working relationship with Hutch Paving, Inc., for many years. Their surety company is RLI Insurance Company (A. M. Best Rating A+ (Superior) Financial Size Category XII and is listed in the Department of the Treasury's Circular 570 and is licensed to transact business in all states). Hutch Paving, Inc. has a \$10,000,000 single limit and a \$25,000,000 aggregate bonding limit. This program is to meet the contractor's every day needs and by all means, does not limit the contractor to any certain amount.

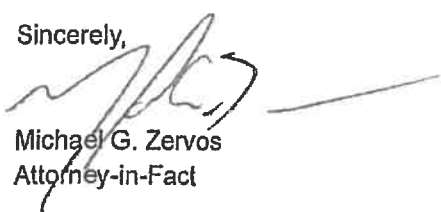
All of the principals related to this organization are well-experienced and highly capable individuals. It is our opinion that any project, regardless of size or nature, undertaken by this firm will be handled with dispatch and to the complete satisfaction of the owner.

We are confident that your investigation has confirmed the fact that Hutch Paving, Inc. is an exceptionally well-managed and financially sound company, with a credit rating with all suppliers and subcontractors that is a model for the industry.

We would expect that the execution of any final bonds would be subject to a review of the final contract terms, conditions and financing by our client and RLI Insurance Company, as well as the satisfactory evaluation of the surety's normal underwriting requirements at the time the bond is requested.

Please do not hesitate to contact our office if we can be of further assistance.

Sincerely,


Michael G. Zervos
Attorney-in-Fact



24724 Farmbrook Road • P.O. Box 2067 • Southfield, Michigan 48037-2067
(248) 355-4411 • Fax (248) 355-2175



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

GUS E. ZERVOS, STEPHEN M. ZERVOS, MICHAEL G. ZERVOS, DONALD W. BURDEN, KAREN GUTHRIE, STEPHANIE A. DINCO

of SOUTHFIELD, MI

its true and lawful Attorney(s)-In-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-In-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-In-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of March, 2024.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of March, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this

22th day of March, 2024
Karen J. Haffner
Assistant Secretary

46-5195

ORSC 11008 (6-93)

ZERVOS GROUP, INC.

HUTCH PAVING, INC.

CREDIT REFERENCES

1. Superior Materials
33469 W. 14 Mile Road
Farmington Hills, MI 48331
(248) 788-8000
(248) 592-9130 - FAX
Contact: Theresa Russell
Email: tmrussell@superiormaterials.net
2. Ajax Materials
1957 Crooks Rd. Ste A
Troy, MI 48084
(248) 244-3316
(248) 244-1071 - FAX
Contact: Debra McCrystal
Email: dmccrystal@ajaxpaving.com
3. Cadillac Asphalt
2575 S. Haggerty Rd. Ste 100
Canton, MI 48188
(248) 215-0351
(734) 347-2589 - FAX
Contact: Kathleen Phillips
Email: Kathleen.phillips@cadillacasphalt.com

Recent Completed Projects

Project Title: CSX Detroit 2023 PMP

Client: CSX

Contact: Craig Dominiac 734-765-9782

Architect/Engineer: Tigerbrain Engineering

Contract Amount: \$1,970,513.20

Start Date: 5/2023 Completion Date: 7/2023

Work done by Hutch Paving, Inc: 50% - Asphalt Paving

Work done by subcontractor Gillett Excavating, LLC: 15% - Earthworks, Grading

Work done by subcontractor Wadel Stabilization, Inc: 35% - Cement Stabilization

Description: Asphalt Remove and Replace, Storm Sewer Repair, Earthworks, Striping

Project Title: City of Farmington Hills – Heritage Park Paths

Client: City of Farmington Hills

Contact: April Heier 248-473-1884

Architect/Engineer: None

Contract Amount: \$97,229.17

Start Date: 5/2023 Completion Date: 5/2023

Work done by Hutch Paving, Inc. : 100%

Description: Asphalt Remove and Replace 4"; Asphalt Overlay 1.5"-2"

Project Title: Ford Road - Carleton

Client: Village of Carleton

Contact: Cathy Coleman 734-341-4377

Architect/Engineer: Hennessey Engineers

Contract Amount: \$336,658.00

Start Date: 5/2023 Completion Date: 5/2023

Work done by Hutch Paving, Inc. : 100%

Description: Asphalt Mill and Overlay 4"

Project Title: Hamtramck Utility Road Repairs 2020-2023

Client: City of Hamtramck

Contact: Tiffany Neubig 734-891-6412

Architect/Engineer: Hennessey Engineers

Contract Amount: \$676,849.50

Start Date: 5/2020 Completion Date: 10/2023

Work done by Hutch Paving, Inc. : 70% - Asphalt Paving

Work done by subcontractor Goretski Construction 30% - Concrete

Description: Asphalt Milling and Paving; Misc Concrete

Recent Completed Projects

Project Title: Hamtramck 2023-2024 Asphalt Road Resurfacing

Client: City of Hamtramck
Contact: Tiffany Neubig 734-891-6412
Architect/Engineer: Hennessey Engineers
Contract Amount: \$1,353,978.01
Start Date: 8/2023 Completion Date: WIP
Work done by Hutch Paving, Inc.: 90% Asphalt Paving
Work done by subcontractor Edward White 10% Concrete
Description: Asphalt Mill and Overlay

Project Title: City of Melvindale Streets

Client: City of Melvindale
Contact: Tiffany Neubig 734-891-6412
Architect/Engineer: Hennessey Engineers
Contract Amount: \$496,525.08
Start Date: 6/2023 Completion Date: 7/2023
Work done by Hutch Paving, Inc.: 100% Asphalt Paving and Concrete
Description: Asphalt Mill and Paving; Misc Concrete

Project Title: Concord Green Subdivision 2023

Client: Genessee County Road Commission
Contact: Richard Hill 810-767-4920
Architect/Engineer: Genessee County
Contract Amount: \$564,974.00
Start Date: 8/2023 Completion Date: 10/2023
Work done by Hutch Paving, Inc.: 75% Asphalt Milling and Paving
Work done by subcontractor Bostwick Excavating 25% - Earthworks and Sewers
Description: R & R Concrete Curb and Gutter; Rebuild Catch Basins, Mill and Pave Asphalt

Project Title: City of Rochester 2023 Mill and Fill

Client: City of Rochester
Contact: Aseel A. Putros, P.E. 586-726-1234
Architect/Engineer: Anderson, Eckstein and Westrick
Contract Amount: \$520,220.72
Start Date: 10/2023 Completion Date: 11/2023
Work done by Hutch Paving, Inc.: 95% - Asphalt Milling and Paving
Work done by PK Contracting: 5% - Striping
Description: Asphalt Milling and Paving

Hutch Paving Equipment List

UNIT #	YEAR	MAKE	MODEL	VIN /SERIAL #	PLATE #	ASSET #	MILES	HOURS
556	2004	Dodge	RAM 1500 Pickup	307LU38C44G182679	8852525	556	292,592	
557	2005	Sterling	Dump Truck	2FZHAZCVX5AN69447	8864220	557	369,987	22,060
561	2007	Sterling	Dump Truck	2FZHAZCV87AX06632	8864219	561	344,942	21,598
563	2008	Dodge	RAM 1500 Pickup	1D7HU18N185549774	DC70193	563		
564	1995	Freightliner	Trailer	2FUYF0Y865A858846	BA17418	564	325,372	
570	2007	Sterling	Dump Truck	2FZMAZCV27AY03467	8806264	570	264,361	18,858
571	2007	Isuzu	Sweeper	JALC4816077017672	8C00240	571	153,673	
572	2006	Dodge	RAM 1500 Pickup	1D7KS28C06J187603	8852524	572	225,530	
573	2005	Sterling	Dump Truck	2FZHAZDA75AN66291	8AS2515	573	266,074	15,635
576	2002	Peterbilt	Dump Truck	1NPAL60X82XD582879	8C08701	576	433,929	3,330
578	2007	Isuzu	NPR Utility Truck	JALC4J16277013178	8806265	578	154,619	
579	2005	Sterling	L79513 Dump Truck	2FZMAZCV45AN70849	8C00241	579	385,203	18,395
580	2007	Sterling	Tractor	2FZJAZVX7AX27340	8C00239	580	189,599	9288
581	2013	Dodge	RAM 1500 Pickup	1C6RR7NT1D5590574	CNU3136	581	177,470	
583	2007	Mack	CV713 Dump Truck	1M2AG11C17M052606	8C00242	583	245,272	13,824.60
584	2014	Dodge	RAM 3500 Pickup	3C63R3GLXEG205260	8D56786	584	154,399	
586	2011	Dodge	RAM 1500 Pickup	1D7RV1GT58S707610	CNU3136	586	158,948	
589	2014	Freightliner	SD Dump Truck	1FVHG3DV8EHF52946	8C00243	589	182,511	10,834
592	2015	Dodge	RAM 1500 Pickup	1C6RR7KM3F5559178	DA23523	592	214,631	
594	2015	Dodge	RAM 1500 Pickup	1C6RR7LM1F5559176	DA23525	594		
596	2016	Peterbilt	Tractor	1XPCD40X4GD323152	8A45315	596	163,122	9,647
597	2016	Peterbilt	Dump Truck	1NPCX4EX5GD327527	8864222	597	157,412	
599	2016	Peterbilt	Tractor	1XPCD40XXGD323222	8A73146	599	187,224	9,332
600	2017	Peterbilt	Dump Truck	1NPCX4EX3HD371348	8C53924	600	137,906	9,624
603	2005	Sterling	Stake	2FZACFC85AU90522	8C53900	603	243,089	9,553
604	2015	Jeep	Grand Cherokee	1C4RJF8G4FC685581	DFT5870	604	146,365	
606	2017	Freightliner	M2 Tank Sweeper	1FVACXDT1HHHW2265	8854597	606	77,371	
607	2004	Chevrolet	C7500 Van	1GBM7C1C14F511151	8806269	607	261,421	
608	2010	Freightliner	Mill Service Truck	1FVHCYB51ADAS9449	8806266	608	85,646	9,537
609	2010	Freightliner	Tractor	1FVACWDTXADAR9298	BA98308	609	143,237	9,563
610	2017	Dodge	RAM 1500 Pickup	1C6RR7PT9HS552397	DB24451	610	38,442	
611	2018	Peterbilt	567 Dump Truck	1NPCXKEX3JD460301	8C00247	611	95,403	5,692

Last Updated 09/2023

Hutch Paving Equipment List

UNIT #	YEAR	MAKE	MODEL	VIN / SERIAL #	PLATE #	ASSET #	MILES	HOURS
612	2017	Dodge	RAM 3500 CrewPickup	3C63R3CLXHGG647059	BB06270	612	84,061	
613	2017	Peterbilt	Tractor	1XPCD40X4HD413239	BB06268	613	123,063	
614	2017	Chevrolet	Tahoe	1GNSKCKCXHR112962	7NDY53	614	38,442	
615	2010	Freightliner	Tractor	1FVACX850ADA59678	BB64224	615	213,718	7,425
616	2017	Freightliner	Van	3ALACWDT6HHDHY8442	BA12795	616	134,372	5,936
617	2014	Freightliner	Tractor	1FVACXDT4EHFV6188	BB64225	617	6,700	1,857
618	2005	Freightliner	M2 Utility	1FVACWDC75HU00461	BB30585	618	343,106	10,867
619	2019	Freightliner	Tractor	3AKJGND1XKDKF4474	BB64724	619	101,120	
620	2019	Freightliner	Dump Truck	3ALSGND13KDKP1072	BC08700	620	66,995	
621	2018	Dodge	RAM 3500 Pickup	3C63R3CL3JG208730	BB47122	621		
622	2010	Freightliner	Tractor	1FVACXDT1ADAV0027	BC00248	622	255,456	165.4
623	2018	Jeep	Compass	3C4NJD8BXJT231453	DVQ3935	623	11,656	
624	2018	Jeep	Compass	3C4NJD8B0JT265904	DC26363	624	86,000	
625	2018	Peterbilt	567 Tractor	1XPCD40X3JD481182	BB64204	625	145,120	
626	2020	Freightliner	114SD Flowboy	3ALHG3DV9LDLV8493	BC49787	626	42,809	2,424
627	2020	Freightliner	122SD Dump Truck	3ALSGND15LDLV8490	BC35174	627	40,526	2,282
628	2020	Freightliner	M2106 Van	3ALHCYFEXLDLV8489	BC35175	628	16,788	783
630	1994	Peterbilt	Tow Truck	1XPBLA9X96379378	BC53930	630	511,990	
631	2015	Ford	F550	1FD0X5HT6FEA40291	BB88326	631	146,444	11,653
632	2021	Peterbilt	Model 348	2NP3XJQX3MM752250	BC84673	632	13,629	785
633	2023	Peterbilt	Model 367	1NPPL40XXPD887529	TBD	633		
634	2024	Ford	F550	1FDUF5GT1HEE48724	TBD	634		
635	2024	Peterbilt	Model 367	TBD	TBD	635		
636	2024	Peterbilt	Model 368	TBD	TBD	636		
637	2024	Peterbilt	Model 369	TBD	TBD	637		
700	2013	Freightliner	M2106 Van	1FVACWDTXDH821848	BB69578	700	232,462	7,289
709	2007	Sterling	Whirlwind Sweeper	49HAADBXX7DX61718	BC46460	709	40,738	5,934
710	2010	Peterbilt	330 Tractor	2NPNHM6X7AM111779	BC34911	710	71,175	3,040
751	2022	Kenworth	T370	2NKHMM7X5NM456414	BC68754	751		
755	2022	Freightliner	M2-106	3ALACWFC6NDNG7716	BC86336	755	21,708	
756	2015	Ford	F550	1FDUF5GT6FEA26591	BD12734	756	241,437	6,893
758	2023	Freightliner	M2 W/X-Broom	1FVACWFE5PHNV7679	N/A	758		
762	2017	Ford	F550	1FDUF5GT1HEE48724	N/A	762		
800	2018	Dodge	RAM 1500 Pickup	1C6RR7NM1J5225476	DC26454	800	103,740	

Last Updated 09/2023

Hutch Paving Equipment List

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Last Updated 09/2023

Hutch Paving Equipment List

EQUIPMENT							
UNIT #	YEAR	MAKE	MODEL	VIN /SERIAL #	PLATE #	ASSET #	HOURS
E1		Hertz	185 CFM Compressor	6187736	N/A	901	4,705.20
E2			HOT WATER PRESSURE WASHER	N/A	N/A	902	
E4			Storage Container-Yard	N/A	N/A	904	
E5	1998	Ingersoll	Rand Roller	153297	N/A	905	2,751.00
E6		Holst	Holst	N/A	N/A	906	
E7	1996	CAT	Loader	1KM01058	N/A	907	6,473
E11	1997	CAT	Dozer	6B500277	N/A	911	6,753.80
E16	2000	LeeBoy	Tack Wagon	250-500-1733	N/A	916	
E21		CAT	248C Skidsteer	6LZ01526	N/A	921	11,432.70
E22		CAT	262 Skidsteer	CE002771	N/A	922	11,432.70
E23			2560 Malroe Hydraulic Breaker	1558	N/A	923	
E25	2002	CAT	430DQ Backhoe	BNK02766	N/A	925	
E26			Reconditioned Allied Hammer	CM80972	N/A	926	
E29		Whiteman	Power Buggy	20001010	N/A	929	
E33		STIHL	STIHL	237836	N/A	933	
E34		STIHL	STIHL	237839	N/A	934	
E36			Cement Mixer	CA752109	N/A	936	
E45			GENERATOR	N/A	N/A	945	
E50			55 Gallon Melting Kettle	306125	N/A	950	
E51			Applicator/Melter/Pourer	N/A	N/A	951	
E57			Forklift FHG30N5T	A33G10785	N/A	957	2,440.80
E63	2008	Volvo	L-20B Wheel Loader	2178	N/A	963	5,882
E68			Allied Hammer S23 for Volvo L20B	N/A	N/A	968	
E71	2010	Komatsu	PC88MR-8	KMTPC205A01005436	N/A	971	6,668
E72	2011	HAMM	HD10CVV Roller	1990201	N/A	972	5,253.40
E73	2011		Crack Jet III	N/A	N/A	973	
E74			Husqvarna Saw	12387367001	N/A	974	
E75	2012	Mauldin	MT600 Tack Tank	674-L-T6-GX-Y-*02674	DB19566	975	
E77	2013	HAMM	HD10CVV Roller	H1991036	N/A	977	5,795.50
E83		GEHL	V-330 Highflow Loader	0V330K00131089	N/A	983	
E86		CAT	D5K2XL Dozer	KWW00639	N/A	986	4,315.00
E87		CAT	CB24 Paving Compactor	24002597	N/A	987	5253

Last Updated 09/2023

Hutch Paving Equipment List

UNIT #	YEAR	MAKE	MODEL	VIN /SERIAL #	PLATE #	ASSET #	MILES	HOURS
E88		CAT	272D Skid Steer	GSLO0633	N/A	988		2,658
E89		CAT	CS433E Roller	ASR00520	N/A	989		652.3
E92		RobinAir	ROB34988 A/C Machine	604403	N/A	992		
E96		LeeBoy	Sweep Pro Broom	4830-53867	N/A	996		
E97	2014	CAT	316EL Excavator	DZW01552	N/A	997		4,528.00
E101		Wirtgen	W130FI Cold Milling Mac	18100053	N/A	1001		3,432
E102		CAT	CB348 Double Drum Roller	C8801067	N/A	1002		1,764.00
E103	2015	CAT	D4K2 LGP Dozer	OKRR00334	N/A	1003		4,278.40
E104	2015	CAT	CB14 Asphalt Compactor	47300928	N/A	1004		2,734.00
E106	2015	CAT	H75ES Hydraulic Hammer	N/A	N/A	1006		
E107	2015	CAT	262C2 Skid Steer Loader	OTMW01166	N/A	1007		3,981.40
E108		Wirtgen	W500C	120500474	N/A	1008		
E110			Rammer Hammer for ECR88	777A2664	N/A	1010		
E111	2016	Wirtgen	W210 Mill	15201132	N/A	1011		
E112	2009		Golf Cart	N/A	N/A	1012		
E113	2001		Golf Cart	1413998	N/A	1013		
E114	2016	Volvo	ECR88D	212051	N/A	1014		
E115	2016	Allied	Hammer	777A1869	N/A	1015		
E116	2016	CAT	279D Loader	GTL02912	N/A	1016		3,751
E117	2013	HAMM	HD10 Roller	H200759	N/A	1017		3,802
E118		Vogele	Super 2000-3i Paver	11740029/2403FB60	N/A	1018		
E122	2017	Volvo	DD 38HF	198281	N/A	1022		2,819.30
E125		HAMM	HD14IVV	H2310273	N/A	1025		1,989.20
E126		GEHL	SLV330G2 Skidsteer	GHL0V33000D134043	N/A	1026		2,351.10
E127		Mauldin	MT-300 Tack Sprayer	N/A	N/A	1027		
E128	2018	CAT	D4K2 Tractor	KR202586	N/A	1028		1,395.40
E129	2018	CAT	316 FL Hydraulic Excavator	YDL20194	N/A	1029		1,903.75
E130	2018	Volvo	L20H5	00 72	N/A	1030		1,166
E131			Norman Motor Grader	65ET10239	N/A	1031		
E132	2018	HAMM	HD90I Roller	H2420316	N/A	1032		626
E133	2018	HAMM	HD10CVV	H1995734	N/A	1033		2,000.00
E134	2018	CAT	279D Skid Steer Loader	GTL06020	N/A	1034		2,283.00
E135		CAT	Wieler P385	N/A	N/A	1035		2,348
E137			4 TON KMI Hotbox	1612342	N/A	1037		

Last Updated 02/2023

Hutch Paving Equipment List

UNIT #	YEAR	MAKE	MODEL	VIN /SERIAL #	PLATE #	ASSET #	MILES	HOURS
E138	2019	Weiler	P385B Paver	P385B-2798		1038		
E139		Rosco Sweep	Pro Sweeper	4890-95376		1039		2,830.00
E140			GPS Kit for Dozer & Grader	N/A		1040		N/A
E141	2017	GEHL	V400	152540		1041		1,192
E142			Super Pac 6620	102211		1042		2,694.90
E143	2020	CAT	279D3 Compact Tract Loader	RB901373		1043		1,032.00
E145	2019	Volvo	EC200EL	310165		1045		636.5
E146	2020	Komatsu	PC88MR-10 Hydraulic	8557		1046		1,264.00
E147	2021	GEHL	V420 Skid Loader	GHLOV420H0D155477		1047		906
E148		Crafco	SuperShot 125 Melter	1C9SV1221M1418110		1048		
E149		Weiler	P385 Paver	P385B-3353		1049		1,196
E150		Weiler	P385 Paver	P385B-3354		1050		1,199
E151		CAT	279D3 Loader	59489X		1051		614.3
E152		HAMM	HD10CVV Roller	H2630550		1052		4
E153		HAMM	HD13 IIV Roller	H23100478		1053		37.6
E154		Wilgen	W210 Mill	N/A		1054		
E155		VIRNIG	Angle Broom	181483		1055		
E156	2021	FMJ470	Broce Broom	601113		1056		103 Hrs
E157		Vbox	Salt Spreader	412455510		1057		
E158		Vbox	Salt Spreader	410489388		1058		
E159		PLW	FLOW ON 809	N/A		1059		
E160	2023	Komatsu	PC88MR-11	C40080		1060		
E161	2023	Weiler	P385 Paver	P385B-3714		1061		
E162	2018	Hamm	HD14ivv	H2310468		1062		
E163	2023	CAT	279D3 CTL	RB905659		1063		
E164	2024	Weiler	P385 Paver	P385B-3630 ID#62647		1064		
E165	2023	Weiler	P385 Paver	1W9WT3511PK548160		1065		
E166			Cold Planer PC105	N/A		1066		
E167	2023	Weiler	P385B Paver	P385B-3714		1067		
E168	2020	Hamm	H51 Grade Roller	WGH0H270KHAA00612		1068		
E169	2023	John Deere	325G Track Loader	1T0325GKCPJ447817		1069		
E170	2023	Komatsu	Excavator PC88MR-11	C40449		1070		
E171	2015	CAT	Skid Steer Loader	BGZ01523		1071		

Last Updated 09/2023

Hutch Paving Equipment List

TRAILER								
UNIT #	YEAR	MAKE	MODEL	VIN /SERIAL #	PLATE #	ASSET #	MILES	HOURS
T1	2000	ETNYRE	Trailer	1E9273048YE111130	A325020	701		
T2	2003	Talbert	Trailer	40FR0302532022673	D421657	702		
T3	1999	Trail King	Trailer	1TKC02420XB038114	C529850	703		
T4	2000	Talbert	Trailer	40FR02928Y1019390	8767500	704		
T5	2000	Talbert	Trailer	40FR0302XY2019386	D684463	705		
T8	2002	U Dump	Trailer	43ZDL24B920006519	E018682	708		
T11	2021	30" Quad Axle	Trailer	2G9LS34X6M8105104	E176347	711		
T17	2006	American	Trailer	1A9UT16A461668633	B312888	717		
T18	2000	Titan	Trailer	2K9TC1263YH035034	A991149	718		
T19	1996	Assembled	Trailer	MK0386A141R052996	B686818	719		
T21	2006	Rogers	Trailer	1R8H442076AR24850	B816945	721		
T22	1998	Interstate	Trailer	1JKDTA209WA000273	B819562	722		
T24	2003	Talbert	Trailer	40FR0353831022478	C087092	724		
T27	2000	East	Trailer	1E1W1K680YRH27296	C255910	727		
T28	2008	Supertrain	Trailer	1T90S280381066864	D819563	728		
T29	2008	Supertrain	Trailer	1T90S250X81066865	D819564	729		
T30	2014	Kaufman	Trailer	5VGFR4232ELO00975	D059205	730		
T31	2014	Towmaster	Trailer	4KNFT2437EL160958	D819565	731		
T32	2015	Kaufman	Trailer	5VGFD2028FLO02406	D216130	732		
T33	2015	Kaufman	Trailer	5VGFD2023FLO02409	D478254	733		
T34	2015	Kaufman	Trailer	5VGFD2024FLO02404	D380077	734		
T35	2015	Sure Trac	Trailer	5JW1C1621F2114770	D204822	735		
T38	2016	Towmaster	Trailer	4KNFT2636GL161211	D379743	738		
T39	2016	Force Cargo	Trailer	5NHUFA011G1058666	D551116	739		
T41	2017	East	Trailer	1E1D3M484HR053732	D403289	741		
T42	2017	East	Trailer	1E1D3M485HR056994	D548603	742		
T43	2017	Kaufman	Trailer	5VGFD2020HLO03066	D617511	743		
T44	2018	Towmaster	Trailer	4KNBF3730JL162310	D828099	744		
T45	2019	East	Trailer	1E1D3M487KR065512	D851532	745		
T46	2018	Kaufman	Trailer	1K9FR4236JB367299	D819508	746		
T47	2019	East	Trailer	1E1D3M486KR066019	D851548	747		
T48	2018	JB Enterprise	Trailer	457EAOCC04J1025308	E018688	748		
T49	2019	Towmaster T-18D	Trailer	4KNBF2828KL163125	E085481	749		

Last Updated 09/2023

Hutch Paving Equipment List

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Last Updated 09/2023



CITY OF DEARBORN HEIGHTS Proposal

Submitted to
CITY OF DEARBORN HEIGHTS
ALI DIB
(313) 791-3490
adib@dearbornheightsmi.gov

Proposal Date 8/15/2024
Project ID 407165

Contact
vito mosa
(586) 413-2015
vito@hutchpaving.com

Services

CITY OF DEARBORN HEIGHTS Estimate

COMMENTS

The proposal includes a total price that covers milling, fine grading, paving, testing, and restriping. All other items are priced per unit as detailed in the bid proposal form.

For the Elite Sports Central Park site, the concrete thickness is unknown. The area is included, and any changes will be addressed on a case-by-case basis. Any additional cost for the base work if needed can be a change order later.

(THE FAMILY DOC CLINC) 4.00" Fine Grade & Pave | 3,800 SFT

- Fine grade current base
- Install 2.50 13A MDOT SPEC Leveling course asphalt compacted to proper density
- Apply SS-1h emulsion (tack coat) asphalt binder to promote adhesion of bituminous concrete
- Install 1.50 5E1 MDOT SPEC Wearing course asphalt compacted to proper density
- Stripe asphalt parking lot per print with MDOT spec traffic paint.
- Remove all debris resulting from our operation.

(FENTON STREET ALLEYWAY) 4.00" Asphalt Remove and Replace by Milling | 2,882 SFT

- Move and stockpile bumper blocks to be reinstalled after construction.
- Mill asphalt pavement as needed to specified depth of 4.00" exporting all RAP to an approved recycling facility.
- Power sweep and clean parking lot removing all debris to approved recycling facility.
- Install 2.50 13A MDOT SPEC Leveling course asphalt compacted to proper density
- Apply SS-1h emulsion (tack coat) asphalt binder to promote adhesion of bituminous concrete
- Install 1.50 5E1 MDOT SPEC Wearing course asphalt compacted to proper density
- Stripe asphalt parking lot per print with MDOT spec traffic paint.
- Remove all debris resulting from our operation.

(HASS & KINLOCH) 4.00" Asphalt Remove and Replace by Milling | 23,010 SFT

- Move and stockpile bumper blocks to be reinstalled after construction.
- Mill asphalt pavement as needed to specified depth of 4.00" exporting all RAP to an approved recycling facility.
- Power sweep and clean parking lot removing all debris to approved recycling facility.
- Install 2.50 13A MDOT SPEC Leveling course asphalt compacted to proper density
- Apply SS-1h emulsion (tack coat) asphalt binder to promote adhesion of bituminous concrete
- Install 1.50 5E1 MDOT SPEC Wearing course asphalt compacted to proper density



CITY OF DEARBORN HEIGHTS Proposal

- Stripe asphalt parking lot per print with MDOT spec traffic paint.
- Remove all debris resulting from our operation.

(HEATHER LANE) 4.00" Asphalt Remove and Replace by Milling | 26,541 SFT

- Move and stockpile bumper blocks to be reinstalled after construction.
- Mill asphalt pavement as needed to specified depth of 4.00" exporting all RAP to an approved recycling facility.
- Power sweep and clean parking lot removing all debris to approved recycling facility.
- Install 2.50 13A MDOT SPEC Leveling course asphalt compacted to proper density
- Apply SS-1h emulsion (tack coat) asphalt binder to promote adhesion of bituminous concrete
- Install 1.50 5E1 MDOT SPEC Wearing course asphalt compacted to proper density
- Stripe asphalt parking lot per print with MDOT spec traffic paint.
- Remove all debris resulting from our operation.

(COLGATE STREET) 4.00" Asphalt Remove and Replace by Milling | 9,760 SFT

- Move and stockpile bumper blocks to be reinstalled after construction.
- Mill asphalt pavement as needed to specified depth of 4.00" exporting all RAP to an approved recycling facility.
- Power sweep and clean parking lot removing all debris to approved recycling facility.
- Install 2.50 13A MDOT SPEC Leveling course asphalt compacted to proper density
- Apply SS-1h emulsion (tack coat) asphalt binder to promote adhesion of bituminous concrete
- Install 1.50 5E1 MDOT SPEC Wearing course asphalt compacted to proper density
- Stripe asphalt parking lot per print with MDOT spec traffic paint.
- Remove all debris resulting from our operation.

(LEHIOH STREET) 4.00" Asphalt Remove and Replace by Milling | 4,928 SFT

- Move and stockpile bumper blocks to be reinstalled after construction.
- Mill Cut asphalt pavement as needed to specified depth of 4.00" exporting all RAP to an approved recycling facility.
- Power sweep and clean parking lot removing all debris to approved recycling facility.
- Install 2.50 13A MDOT SPEC Leveling course asphalt compacted to proper density
- Apply SS-1h emulsion (tack coat) asphalt binder to promote adhesion of bituminous concrete
- Install 1.50 5E1 MDOT SPEC Wearing course asphalt compacted to proper density
- Stripe asphalt parking lot per print with MDOT spec traffic paint.
- Remove all debris resulting from our operation.

(ELITE SPORTS) 4.00" Asphalt Remove and Replace by Milling | 66,780 SFT

- Move and stockpile bumper blocks to be reinstalled after construction.
- Mill asphalt pavement as needed to specified depth of 4.00" exporting all RAP to an approved recycling facility.
- Power sweep and clean parking lot removing all debris to approved recycling facility.
- Install 2.50 13A MDOT SPEC Leveling course asphalt compacted to proper density
- Apply SS-1h emulsion (tack coat) asphalt binder to promote adhesion of bituminous concrete
- Install 1.50 5E1 MDOT SPEC Wearing course asphalt compacted to proper density
- Stripe asphalt parking lot per print with MDOT spec traffic paint.
- Remove all debris resulting from our operation.

EXPORT | IMPORT

IMPORT: Import 21AA aggregate if needed to meet grade + \$40.00/ton



CITY OF DEARBORN HEIGHTS Proposal

EXPORT: Subgrade undercutting to stabilize soft and yielding subgrade+69.00/ton

*In the event that select base repair areas are needed, based off material removed and replaced, import/export unit price items will be used to calculate cost of change order. (MUST BE APPROVED BY OWNER)

Total: \$559,827.00

Acceptance

ALI DIB
CITY OF DEARBORN HEIGHTS
adib@dearbornheightsmi.gov

Date

vito mosa
Hutch Paving
vito@hutchpaving.com
(586) 413-2015

About us

Hutch Paving specializes in the installation, repair, maintenance and rehabilitation of asphalt & concrete pavement systems in southeastern Michigan for property managers and owners.

Our comprehensive services include, but are not limited to, new construction, milling, pulverization, crack repair, sealcoating, patching, resurfacing, reclamation, curbing, removal & replacement, concrete, striping, speed bumps and drainage systems of asphalt and concrete.

Our staff of professional sales engineers are highly trained and directed to consult with property managers to determine the best solution for a pavement problem.

When you choose someone to do business with, you want an industry partner you can rely on, now and in the future. With Hutch Paving, you will benefit from a heritage of service and results, from a team of experts who will solve your pavement maintenance issues.



3000 East Ten Mile Rd. Warren, MI 48091

2024 Standard Agreement and Terms

This agreement is governed by the following terms and conditions. Hutch Paving, Inc. (HPI), shall be referred to as the Contractor or HPI, while the recipient of this contract, whether the owner, architect, client, or customer, shall be referred to as the "Customer". Unless otherwise specified, quoted prices remain valid for a period of 30 days from the proposal's date of issuance. Payment is expected upon receipt of the invoice. A finance charge of 1-1/2% per month will be applied to all overdue accounts.

Warranty Coverage:

HPI's services are protected by our standard warranty, safeguarding against defects in materials and workmanship for a duration of 12 months starting from the substantial completion date, as outlined in the terms and conditions herein. Please note that our warranty excludes coverage for cracks or drainage issues in cases where the work entails resurfacing rather than a complete replacement.

Changes Clause:

It is explicitly understood that all terms, agreements, and conditions pertaining to this contract are solely those articulated in writing herein, and that there are no verbal representations, undertakings, terms, agreements, or conditions of any nature. Any alterations or modifications to this agreement are permissible only in written form and at prices mutually agreed upon at the time such changes are authorized.

Estimated Quantities Clause:

Quantities and areas provided in this proposal are approximate and intended solely for estimating purposes. Furthermore, it is understood that payment is contingent upon the actual quantities of work completed and areas covered, unless this agreement constitutes a "lump sum" contract or is specified otherwise.

Frost Heave Clause:

In the event of subsurface or subterranean water susceptible to the freeze-thaw cycle, the potential for frost heave during winter months exists. Frost heave may result in the lifting, cracking, and separation of any pavement type. It is important to note that frost heave is inherent in Michigan's climate and is not covered under warranty.

Property Lines | Underground Conditions Clause:

The Customer is accountable for identifying and acknowledging the placement of property lines, drainage, irrigation systems, underground structures or pipes, or any other condition not readily observable. The Customer shall indemnify and hold HPI harmless for any damages or delays and shall bear the responsibility for any additional charges incurred by HPI due to the presence of such lines, structures, or conditions that were not appropriately marked for excavation.

Delays/Time of Completion Clause:

HPI shall not be held liable for delays beyond its control. All specified timeframes are approximate and subject to change.

Subgrades/Minimum Grade Clause:

HPI reserves the right to refrain from placing materials on a subgrade that, at HPI's sole discretion, is deemed unacceptably wet, unstable, or frozen, or where achieving a minimum grade of one percent (1%) is not feasible. If the Customer insists on proceeding with the work despite such conditions, written acknowledgment absolving HPI of responsibility for the quality and outcome of the work is required from the Customer, and the warranty will be rendered void.

Permits Clause:

The Customer is responsible for obtaining and covering the costs associated with any necessary permits, inspections, or assessments required for the project.

Zoning Requirements & Regulations Clause:

HPI does not bear the responsibility of verifying whether the Customer possesses the legal right or authority to execute the work as specified. Regardless of whether such work is deemed to contravene any ordinance, zoning regulation, or other law, the Customer remains obligated to compensate for the work carried out as requested.

Thickness of Asphalt Pavement Clause:

The pavement descriptions provided in this proposal pertain to average thickness. Variations may occur due to differences in subgrade and technical constraints, potentially deviating from the average thickness stated.

Soil Conditions Clause:

HPI bears no responsibility for any atypical soil conditions encountered that are not explicitly outlined in this proposal. Additionally, HPI assumes no responsibility for the excavation, removal, or disposal of any contaminated soils discovered during the Customer's excavation process. The Customer shall cover any additional costs incurred by HPI due to such conditions.

Tree Roots Clause:

HPI shall not be held liable for any damage to trees resulting from the removal of trees or tree roots during site preparation.

Cold Weather Conditions Clause:

Commencing October 1st, projects are subject to winter conditions (50 degrees Fahrenheit or below). Roller marks and asphalt marks may become visible because of cold weather temperatures.

Notice of Commencement Clause:

Notice of Commencement is requested pursuant to MCL 570.1108a(1).

Dispute Resolution Clause:

With the exception of any claim by HPI for payment or the enforcement of its lien rights, disputes arising from this contract shall be subject to arbitration before an arbitrator who is a registered engineer or architect. Should the parties fail to agree on an arbitrator, the American Institute of Architects (AAA) shall appoint the arbitrator, and the arbitration proceedings shall adhere to AAA rules. Both parties shall share the cost of arbitration equally. The arbitrator's decision shall be binding and enforceable in a Circuit Court for the State of Michigan. Before requesting arbitration, the Customer must deposit any unpaid balance due on the contract into escrow with an escrow agent approved by HPI. The Customer is responsible for reimbursing HPI for all attorney fees, costs, and expenses incurred in enforcing the terms of this agreement, including but not limited to the collection of any payment due and the defense against any claims made by the Customer.

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: Not Applicable

Delivery: In Person

State Warranty on Equipment (where applicable): Not Applicable

Make and Model (where applicable): Not Applicable

PROPOSAL: RFP for Asphalt Pavement Repairs

Bid Unit Price:

4-inch HMA in place total cost per Square Yard:	\$37.80	/SY
Integral Curb C Gutter Repair (as needed):	\$65.00	/LF
Adjust Structures (as needed):	\$135.00	/Vertical Foot
Replace Cover (as needed):	\$800.00	/Each
Base Repairs (as needed):	\$56.00	/SY
Full Catch Basin (structure and cover)	\$5,500.00	/Each
Asphalt curb Removal and replacement (As Needed)	\$40.00	/LF

Total Price \$ 476,904.00

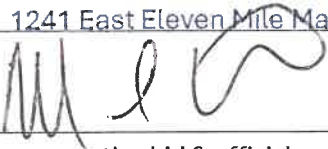
(Four Hundred Seventy-Six Thousand Nine Hundred Four Dollars and Zero Cents)

*** Total Price is based on RFP quantities. Final Price
will be field measured and billed on unit costs**

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib, P.E. to adib@dearbornheightsmi.gov

Firm Name True North Asphalt LLC Date August 19, 2024

Address 1241 East Eleven Mile Madison Heights, Michigan 48071

Signature  President Telephone (248) 289-6826
(Person executing bid & official capacity)

Nicholas Whitehurst / President
Names of Principal Officers and designated
official capacity

Not Applicable
If partnership or assumed name, indicate
name of owners

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

True North Asphalt, LLC

1241 E. Eleven Mile Road, Madison Heights, MI 48071

as Principal, hereinafter called Principal, and

Western Surety Company

151 N. Franklin Street, Chicago, IL 60606-3732

a corporation duly organized under the laws of the State of **South Dakota**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Dearborn Heights

6045 Fenton Street, Dearborn Heights, MI 48127

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (**5% of Bid**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Asphalt Pavement Repairs

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

Signed and sealed this 15th day of August, 2024.


(Witness) { True North Asphalt, LLC
(Principal) (Seal)
PRESIDENT
(Title)


(Witness) { Western Surety Company
(Surety) (Seal)
Nicholas Ashburn
(Title)
Attorney in Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert D Heuer, Paul M Hurley, Nicholas Ashburn, Mark T Madden, Holly Nichols, Individually

of Rochester Hills, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of August, 2024



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

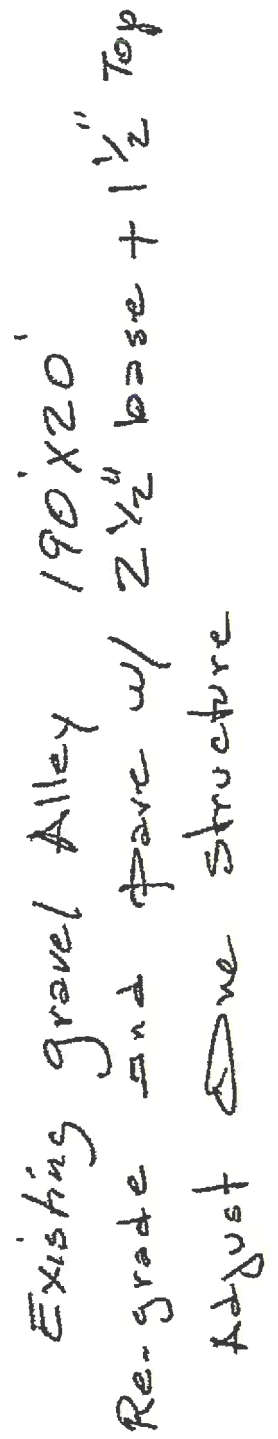
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

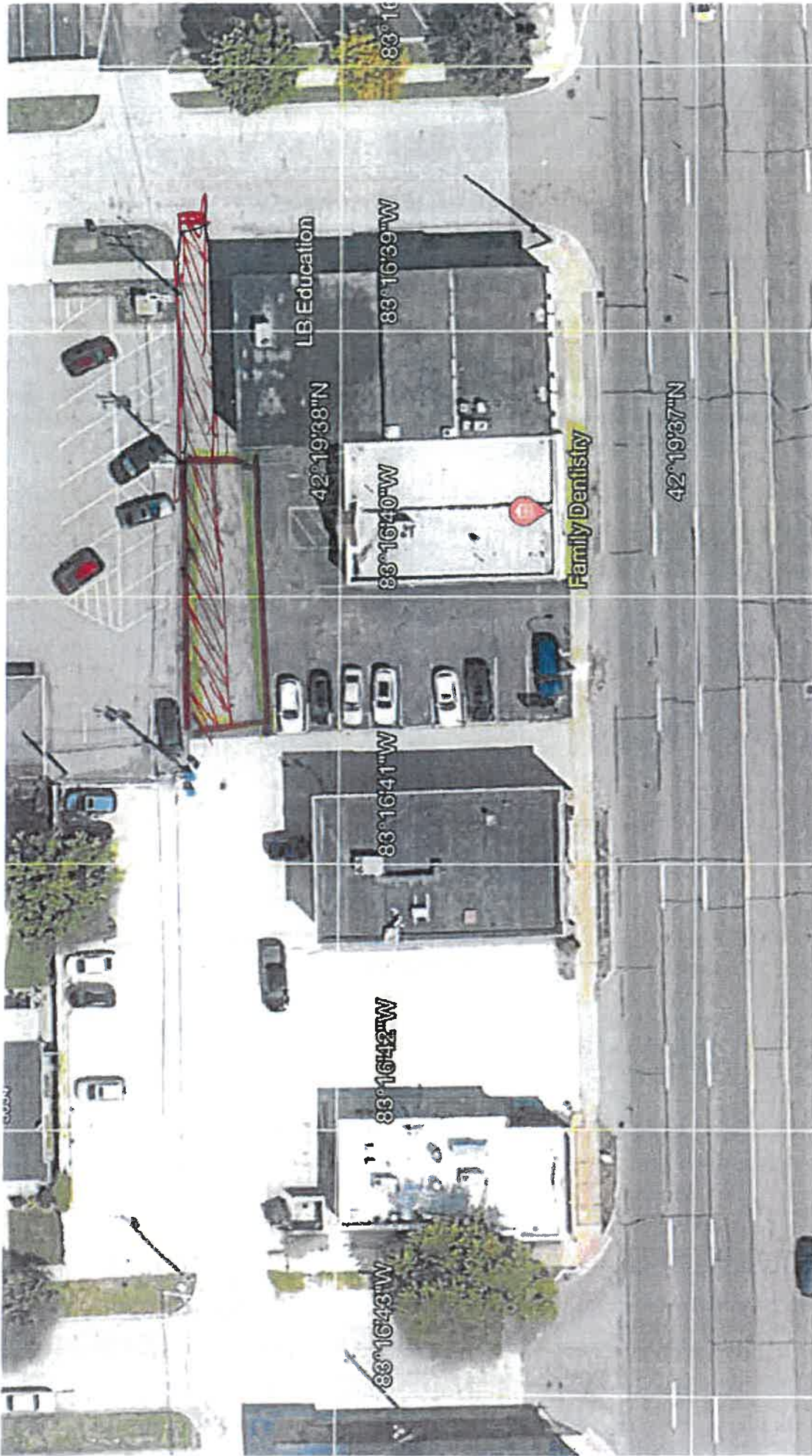




Existing A/c Over Concrete

 885×26^1

885 X 26
4" Mill & cap plus 2 C.B.'s Re-construct



Existing A/c Alley
131' X 22'
4" Mill & Cap

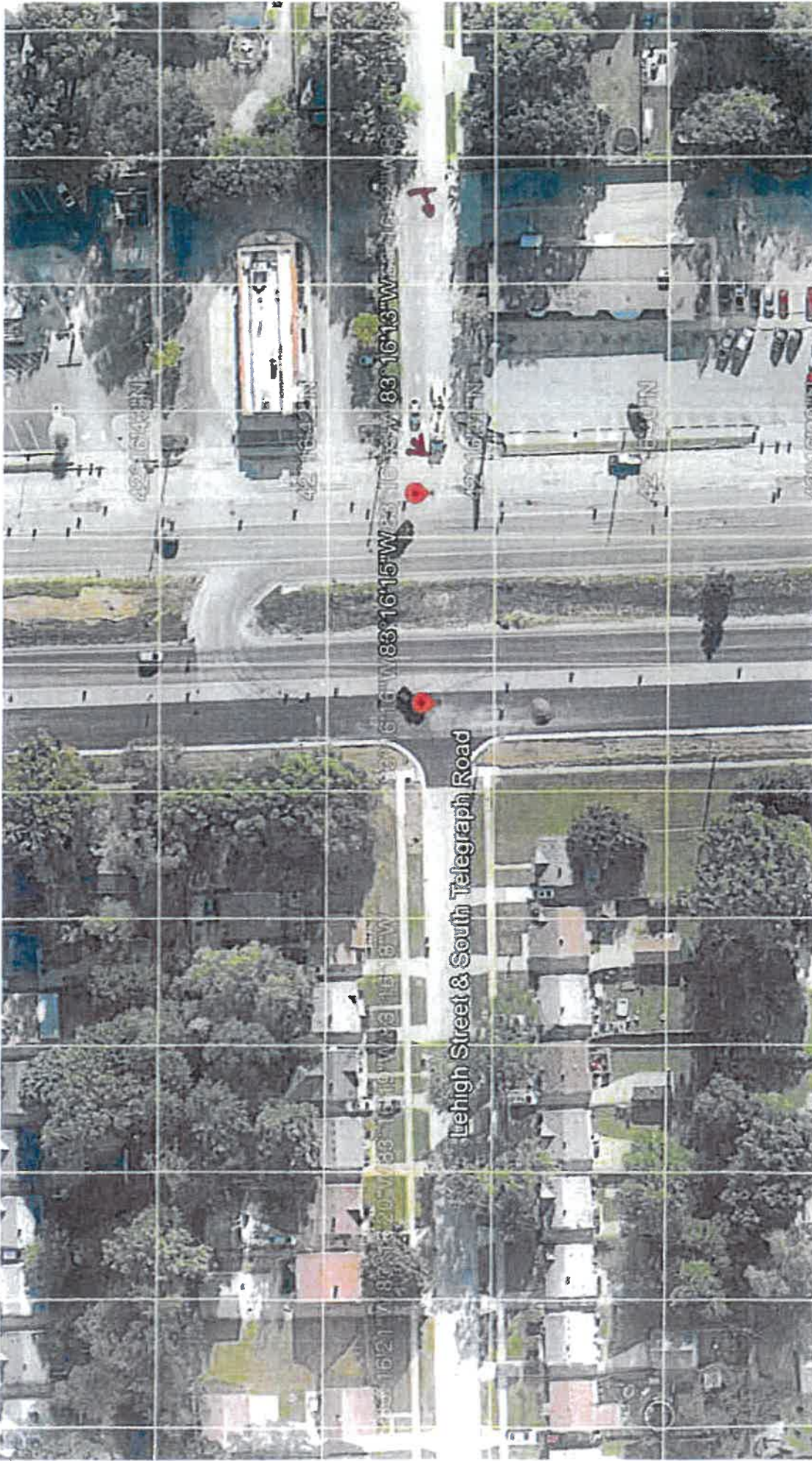


983 x 27

$\frac{1}{4} = \frac{1}{2} \cdot \frac{1}{2}$



Existing A/c over Concrete
305' X 32'
4" Mill + Cap



Existing 2" A/c over Concrete
154' x 32'

4" Mill & Cap

8/1/24, 11:00 AM

Google Earth



4" Mill & Cap ($2\frac{1}{2}"$ Base + $1\frac{1}{2}"$ top)

Approx. 4,500 SY

<https://earth.google.com/web/search/Ford+Road+%26+Beech+Daly,+Dearborn+Heights,+MI/@42.3236652,-83.29311616,188.33357043a,396.3971181d,35y,0h,0t,0r/data=CigiJgokCU7ZGB9QKKVAEf...> 1/1

CITY OF DEARBORN HEIGHTS

Request for Proposal (RFP) for Asphalt pavement repairs

ADVERTISEMENT FOR PROPOSAL

Sealed Proposals will be received electronically at bidnetdirect.com or by email at comptroller@ci.dearborn-heights.mi.us or in person at the Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127, until:

Thursday August 15, 2024

AT 3:00 p.m.

Specifications must be obtained on-line by registering (free registration available) on BidNet. Go to www.bidnetdirect.com/mitn or send an email request to mpaul@dearbornheightsmi.gov

Questions related to this project can be directed to City Engineer Mr. Ali M. Dib P.E by Email to adib@dearbornheightsmi.gov

A walk thru (Optional) has been scheduled on Monday August 12, at 1:00 p.m at the Dearborn Heights City Hall address given below.

CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

PUBLISHED August 5,2024

CITY OF DEARBORN HEIGHTS

**RFP to for Asphalt pavement repairs at various locations
throughout the city of Dearborn Heights.**

INSTRUCTIONS TO BIDDERS

Sealed bids will be received electronically at Comptroller@dearbornheightsmi.gov by the City of Dearborn Heights, Michigan as owner, until **3:00 P.M., Thursday August 15, 2024** or in person at the Comptroller's Office at the Dearborn Heights City Hall, 6045 Fenton, Dearborn Heights, Michigan, 48127, or can be submitted at www.bidnetdirect/mitn using electronic bid submission option. Proposals shall be for items as specified on attached Specifications and Proposal Form.

BRAND NAME:

If and wherever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made.

Proposal shall be addressed to Comptroller, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, Michigan, 48127, in a sealed envelope for each proposal, marked "Bid for (name of item being bid)". Such proposals shall be submitted in strict accordance with the City of Dearborn Heights Specifications for the items listed herein. Any and all variations from Dearborn Heights Specifications are to be stated in the bids.

Each proposal must be submitted on forms furnished on-line at the MITN site, on:

www.bidnetdirect/mitn

The City of Dearborn Heights reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

BID DEPOSIT:

Each bid must be accompanied by a 5% Bid Bond to validate the bid proposal.

BID SUBMISSION:

Please follow these instructions carefully to submit a bid, your bid may be considered Nonresponsive if it is not submitted as instructed below. Bids are considered received, when Comptroller's Office received by email or submitted at Bidnetdirect/mitn EBS option for registered users before the specified due date and time, late bids will not be considered. Each bid must be submitted separately and electronically.

1. Email Option

Scan your bid documents and email to comptroller@dearbornheightsmi.gov as an email attachment in either pdf or word format. In the email, please include the bid solicitation name, your company's address, telephone number and your contact information. Please include a photo copy of your bid deposit along with bid documents. If your bid deposit is in the form of a cashier's check, please mail the original check to Comptroller's Office, 6045 Fenton, Dearborn Heights, MI 48127.

2. Electronic Bid Submission Option

Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn You must be a registered user to participate in electronic bid submission.

- a. Find City of Dearborn Heights solicitation you are bidding for
- b. Click on "Place a Bid" button
- c. Select "Place a new Bid" radio button and click on continue. The create bid interface opens.
- d. Click on "Documents" tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
- e. It will take you to the Pricing tab, and you will see a reminder to "don't forget to attach your pricing in the Documents section. Select Next button on the next screen in the "exception" section, select "No" or "Yes". In the "Bidder compliance & Authentication" section enter your complete name and password when prompted. Click on "Submit Bid" button.
- f. In the "bid submission confirmation" window select "No" or "yes" as your response.
- g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.

CITY OF DEARBORN HEIGHTS

INVITATION TO BID

**RFP for Asphalt pavement repairs at various locations throughout
the city of Dearborn Heights**

INSTRUCTIONS TO BIDDERS

PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING PARAGRAPH:

**AT THE TIME OF OPENING ANY BID THAT DOES NOT MEET THE
REQUIREMENTS OF THE ABOVE PARAGRAPH WILL NOT BE READ BY THE
COMPTROLLER, OR TABULATED BY THE PURCHASING DIVISION. THESE BIDS
WILL BE RETURNED TO THE BIDDER BY THE COMPTROLLER MARKED,
“DOES NOT MEET BID SPECIFICATIONS”.**

It is agreed, if the bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract or Purchase Order and properly secure the same within ten (10) days, the amount of the bid deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

Further, if the successful bidder fails to comply with the terms of the bid proposal, contract or purchase order the City has the option to hold the successful bidder to the terms of the proposal or forfeit the bid deposit as liquidated damages.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (Naming Partners), Corporation, Foreign or Domestic (Naming Principal Officers), and indicate capacity or person executing proposal and bid.

Revised: 11/27/79 (Council Motion 79-1003)

And also on:

1/08/80 (Council Motion 80-15)

And also on:

6/12/91 (Council Motion 91-299)

AGREEMENT for Asphalt Pavement Repairs throughout the City of Dearborn Heights.

This Agreement (for Asphalt pavement repairs at Golfview Drive), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and **TRUE NORTH ASPHALT LLC** (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Asphalt pavement repairs at various locations within the city of Dearborn Heights (See attached). The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents

are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as street asphalt pavement repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed **[TO BE DETERMINED]**.

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Building and Engineering, Department of Public Works, and/or City Engineer will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion

approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal

Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: **Mayor's Office**
 City of Dearborn Heights
 6045 Fenton
 Dearborn Heights, MI 48127

CONTRACTOR: **True North Asphalt LLC**
 1241 E. Eleven Mile Road
 Madison Hts., MI 48071

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

[THIS SPACE IS INTENTIONALLY BLANK.]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS
("OWNER")

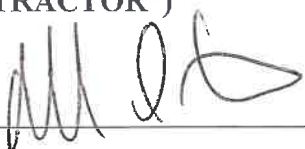
Bill Bazzi
Its: Mayor

Dated: _____, 2024

Lynne M. Senia
Its: City Clerk

Dated: _____, 2024

True North Asphalt LLC
("CONTRACTOR")



Dated: _____, 2024

By: **Nicholas Whitehurst**

Its: **President**

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.

CITY OF DEARBORN HEIGHTS
Request for Proposal (RFP) for Asphalt pavement repairs
Addendum # 1 (8-14-2024)

See attached technical specifications for Asphalt milling and overlay to be used for this project.

Bidding Questions and City's answers:

Q: For the sanitary adjustments and CB rebuild will these be billed at the unit costs noted on price sheet including surrounding base repairs and curbing or are all associated fees to be included in the total cost of the project.

A : this is a unit price contract, the contractor's invoice must include the work items performed for each task so if a section is replaced and it had a CB rebuilt, the section will be billed at the bid price for the square yards and the same goes for the CB. There are very few areas where a CB is rebuilt without adjacent pavement replacement.

Q: Is density testing required if so who is responsible for providing this the contractor or the city.

A: Density testing is the contractor's responsibility

Q: I see no line item for undercutting if needed (grade and pave alley and 4" mill of asphalt roadways) how will this be addressed.

A: The city anticipates that normal grading is to be a part this contract work. Any undercutting beyond this level will be treated on a case-per-case basis.

Q: For the base repairs of the pavement areas what depth is this to be quoted at >

A: the depth indicted on the documents.

Q: At Central Park what are we doing with the asphalt curbing is it being left in place or is it to be removed and reinstalled if so can this be a separate line item or should it be included in overall cost.

A: For central park, the current curb should be removed in the milling operation and a new curb to be installed under this contract. (Additional asphalt curb line item has been added to the price sheet)

Q: At Central Park the parking blocks removal and reset is this to be included in the total price or a separate line item

A: to be included in your price

Q: At Central Park Is restriping to be included in total cost or is this a separate line item

A: Existing striping to be restored as part of this work.

Q: Is restoration behind any curbs to be included in the cost of the curbs

A: Yes

Q: Is the project to be paid on unit cost of project total plus additional work

A: Yes, with advanced approval of "additional work"

Q: If paid by unit cost can job be broken down as follows this will allow for more detail billing and clear scope as its not fully detailed in the bid scope:

4" HMA in place including milling, testing, traffic control -per SY

Site grading - per SY

Integral concrete curb and gutter including restoration -per ft

Adjust structures- per vertical ft

Replace covers- Each

Full structure and cover replacement- Each

Subgrade undercutting- per ton

HMA Base repairs ____" -per SY

Striping - Lump Sum

Parking block removal and reset - Lump Sum

Asphalt curbing installation including restoration - per ft.

A: Above invoicing method is acceptable.

1- The bid due date is hereby extended until Monday August 19, 2024, at 3 pm

Addendum - 1

Request for Proposal (RFP) for Asphalt Pavement Repairs at Various locations, Dearborn Heights, MI

TECHNICAL SPECIFICATIONS MILLING & OVERLAY

SPECIFICATIONS FOR COLD MILLING HMA SURFACE

Description

This work shall be in accordance with Division 5, Section 501 of the 2012 MDOT Standard Specifications, except as herein specified & include all labor, equipment and materials to complete full removal, loading, hauling and disposal of the milled material as called for in the plans.

All material must be disposed of at an off-site location designated by the Contractor

CITY OF DEARBORN HEIGHTS
RFP FOR ASPHALT PAVEMENT REPAIRS

ADDENDUM -1

This addendum has been issued to extend the due date of this Project mentioned above.

1. Extension of Due Date

Due date for this project has been extended to Monday August 19, 2024 at 3:00 p.m.

SPECIFICATIONS FOR HOT MIX ASPHALT (HMA)

Description

This work shall be in accordance with Division 2, Section 204 and Division 5, Sections 501, 502, 503, 504, and 505 of the 2012 MDOT Standard Specifications For Construction, MDOT's Special Provision for Marshall Hot Mix Asphalt Mixture (SP501(F)), Table 1 of MDOT's Special Provision for Acceptance of HMA Mixture on Local Agency Projects (12SP-501J-03), MDOT's Local Agency Programs Hot Mix Asphalt (HMA) Selection Guidelines and except as herein specified.

Any possible inconsistencies that may exist between the requirements included herein, will be resolved by the ENGINEER at the time such inconsistency is identified.

The CONTRACTOR shall install the Hot Mix Asphalt (HMA) to the dimensions and thickness shown on the plans.

Mixtures

1. All HMA on this project shall be MDOT Mix Types: 5E1
2. The Job Mix Formula (JMF) and Mix Design shall be submitted to the ENGINEER for approval a minimum of 10 business days prior to paving. Do not begin production and placement of the HMA until receipt of the ENGINEER's approval of the JMF.
3. The PG binder grade, application rate and Aggregate Wear Index (AWI) will be as defined in the MDOT Local Agency Program's Hot Mix Asphalt (HMA) Selection Guidelines. Alternative mixes will not be allowed.
4. The HMA will be designed using Marshall Mixture Design Methods in accordance with the MDOT Standard Specifications For Construction and as modified in the MDOT Special Provision For Marshall Hot Mix Asphalt Mixture (12SP501(F)). Maintain the binder content, aggregate gradation, and the crushed particle content of the HMA mixture(s) within the Range 1 uniformity tolerance limits in Table 1 of MDOT Special Provision (12SP-501J-03). For all mixtures, field regress air void content to 3.5% with liquid asphalt cement unless specified otherwise on the HMA application estimate.
5. Aggregates produced from steel furnace slag, reverberatory furnace slag or crushed concrete shall not be permitted in any HMA mixture. Topsoil, clay, or loam cannot be added to aggregates which are to be used in plant mixed HMA mixtures.
6. The aggregate portion retained on the No. 4 sieve shall not contain by weight more than 6% particles which are soft or non durable.
7. Recycled Asphalt Pavement (RAP) may be substituted for a portion of new materials required to produce the HMA mixture(s) as follows:
 - a. For the HMA Top Course, a maximum of 17% RAP binder by weight of the total binder in the mixture will be allowed.
 - b. For HMA Base Course and Leveling Course mixtures, a maximum of 27% RAP binder by weight of the total binder in the mixture will be allowed. For HMA Base Course and Leveling Course mixtures containing 18% to 27% RAP, the required asphalt binder grade Must be at least one grade lower for the lower temperature than the design binder grade required for the specified mixture type. For instance, for a design binder grade of PG-58-22, the required grade for the binder in the HMA mixture containing 18% to 27% RAP would be a PG 58-28.
8. **No Recycled Asphalt Shingles (RAS) will be allowed in the HMA mixture(s).**

9. The CONTRACTOR will specify the temperature of the HMA mixture(s) at placement when submitting the JMF to the ENGINEER for review and approval.

Installation

1. The HMA shall be placed by the self-propelled mechanical paver or spreader to a depth that, when compacted, the mixture will have the thickness, width and slope specified or as directed by the ENGINEER.
2. Paths placed in thickness of 250 pounds per square yard, or less, may be placed in one course.
3. When placing the top course on paths eight feet (8') in width or greater, the material shall be placed using a paver having an automatically controlled and activated screed and strike-off assembly and corresponding grade referencing equipment as directed by the ENGINEER.
4. A tolerance of $\pm 20^{\circ}$ F from the specified target placement temperature will be allowed. Occasional loads slightly outside the $\pm 20^{\circ}$ F may be permitted, provided that adjustments are being made to bring the temperature of the HMA mixture back to the specified target placement temperature.
5. Any load having a temperature below 250° F or above 350° F at time of discharge from the Hauling unit will be rejected.

Quality Control (QC)

1. The CONTRACTOR will be responsible for providing the QC for the HMA during production at no expense to the ENGINEER. Testing will be completed by individuals holding the following MDOT certifications: HMA or Bit Level 1 or HMA or Bit QC/QA.
2. The CONTRACTOR is responsible for providing a Quality Control Plan (QCP) for the HMA in accordance with the HMA Production manual at the time of submittal of the JMF. The CONTRACTOR is responsible for establishing a testing frequency. At a minimum, (1) set of tests will be taken per day of production. It is the responsibility of the CONTRACTOR to notify the ENGINEER of the QC tests results immediately upon completion. In the event the QC tests fail to meet specification, additional QC testing will be performed until the CONTRACTOR is able to demonstrate to the ENGINEER that the JMF is being maintained. All QC test results must be provided to the ENGINEER no later than 3 business days after the date the tests were completed. All "failing" QC test results must be provided to the ENGINEER no later than the next business day.
3. At the direction of the ENGINEER, a maximum of 500 tons of each HMA mix type can be accepted by Visual Inspection (V.I.) per project (not per day).
4. Utilizing the appropriate ASTM or MTM Test Methods, the QC tests results will include and not be limited to the following:
 - Stability and Flow
 - Bulk Specific Gravity
 - Sieve Analysis and % Passing #200
 - Maximum Theoretical Specific Gravity
 - % Crushed
 - % of Recovered Asphalt
 - % Air Voids
5. After the JMF is established, the aggregate gradation, crushed and bitumen content of the HMA mixture(s) furnished for the project shall be maintained within the Range 1 uniformity Tolerance limits permitted for the JMF as specified in Table 1 titled "Uniformity Tolerance Limits For HMA Mixtures" in the MDOT Special Provision For Acceptance of Hot Mix Asphalt Mixture On Local Agency Projects (12SP-501J-03).

If, however, the CONTRACTOR's QC testing indicates that two (2) consecutive aggregate gradations on one (1) sieve, crushed or bitumen content(s) are outside of Range 1 but within Range 2 as shown in Table 1 of 12SP-501J-03, the CONTRACTOR shall suspend all

operations. Contract time shall continue during these times when the HMA plant is down. Before resuming production, the CONTRACTOR shall propose, for the ENGINEER's approval, all necessary alterations to the materials or plant so that the JMF can be maintained. If the necessary alterations cannot be maintained, the ENGINEER may require a new JMF. If, in the ENGINEER's judgement, the non-conforming mixture requires removal, the CONTRACTOR shall remove the mixture at their own expense and replace with a mixture meeting specification requirements. If, in the ENGINEER's judgement the non-conforming mixture can remain in place, the unit price for the non-conforming mixture will be reduced according to the following schedule:

<u>Non-Conforming Item</u>	<u>Penalty Reduction per SYD</u>
Asphalt Binder (minus)	10%
Asphalt Binder (plus).....	5%
Each Sieve	5%

For any one (1) mixture, if the CONTRACTOR's QC tests indicate (2) or more consecutive parameters, such as aggregate gradation on one (1) sieve, crushed or binder content exceed the uniformity tolerance of Range 2 shown in Table 1 of 12SP-501J-03, the mixture will be rejected. If in the ENGINEER's judgement the defective areas warrant removal, the CONTRACTOR shall remove and replace the areas, at the CONTRACTOR's expense, with mixtures meeting specification requirements. If in the ENGINEER's judgement the defective material can remain in place the contract unit price for the material outside of Range 2 will be decreased by 15% for each parameter.

Rolling and Compacting

1. Each layer of the HMA shall be compacted to the required density with approved rollers. At least two rollers will be required when the lay-down rate exceeds 800 square yards per hour.
2. Steel three-wheel rollers may be used for initial paving immediately following the paving immediately following the paver.
3. The final rolling operation on each layer of HMA shall be accomplished by use of tandem steel-wheel rollers or by use of vibratory rollers operated in the static mode.
4. Roller wheels will be kept properly moistened with water.
5. Pneumatic-tired rollers will not be permitted on wearing courses.
6. Pneumatic-tired rollers shall be operated in a competent manner and shall not mark or rut surface or displace the pavement edge.
7. The pneumatic-tired roller shall be ballasted to obtain the required ground contact pressures as directed by the ENGINEER. In order to obtain a uniformly textured mat and the desired pavement density, the ENGINEER may direct the CONTRACTOR to raise or lower tire pressures at any time during the rolling operations. The roller operations shall be conducted in such a manner as to prevent scuffing or chatter marks in the pavement surface. The number of passes made by the pneumatic-tired roller shall not be less than two (2) round trip passes over each area.

Rolling of the mixture shall begin as soon after placing as it will bear the roller without undue displacement, picking up the mat or cracking. Rolling shall start longitudinally at the extreme sides of the lanes and proceed toward the center of the pavement, overlapping on

8. successive trips by at least half the width of the drive wheel of the roller. Alternate trips of the roller shall be of slightly different lengths. The maximum roller speed for the type of mixture or thickness of the layer being placed.

9. When compacting an adjoining lane, the longitudinal joint shall be rolled first with the roller supported mainly on the cold lane with only three-to-six inches (3-6") of the roller extending onto the freshly placed HMA.
10. Finish rolling shall continue until all roller marks are eliminated.
11. Areas inaccessible to the standard eight (8) ton tandem rollers shall be compacted by self-propelled trench rollers of suitable width, approved by the ENGINEER, and weighing not less than 300 pounds per inch of width.
12. Skin patching will not be permitted on any area that has been rolled.
13. Any mixture that becomes mixed with foreign material or is any way defective shall be removed and replaced at the CONTRACTOR's expense.
14. Rolling shall proceed continuously until the required compaction is obtained.
15. The measurement of field compacted density will be accomplished utilizing a nuclear density gauge. The percent (%) compaction shall be determined by using the Gmm from the JMF for the density control target. The required in place density of the HMA mixture must be 92.0 % to 96.0 % of the density control target.
16. Unless otherwise directed by the ENGINEER, field density tests utilizing the nuclear density gauge will be obtained at a frequency of one (1) test for every 250 lineal feet of paving lane (unit), except for the last unit which will be 250 lineal feet plus any fractional unit less than 125 lineal feet in length, or will be a fractional unit 125 lineal feet or more in length. Miscellaneous areas such as intersections, crossovers and widened lanes less than 125 feet in length will be tested at the discretion of the ENGINEER.
17. Nuclear density tests will be taken on a random basis longitudinally within each unit and transversely within each unit. Tests will be taken at the discretion of the ENGINEER in areas that have received the least amount of compactive effort. Individual tests failing to meet the required in place density will be penalized as described below:
 - a. When individual density tests fail to meet 92.0 % to 96.0 % of the density control target as determined above, two (2) additional density tests will be taken in the 250 lineal foot pavement unit. The two (2) additional density tests will be taken at a minimum of 25 feet from the original test.
 - b. The average of the three (3) tests will be used to base the penalty and compute an adjusted price in accordance with the following schedule:

<u>AVERAGE TEST RESULTS</u>	<u>PRICE ADJUSTMENT per SYD</u>
92.0% to 96.0%.....	100%
91.0% to 91.9% and 96.1% to 97.0%.....	90%
90.0% to 90.9% and 97.1% to 98.0%.....	80%
89.0% to 89.9%.....	70%
88.0% to 88.9% and 98.1% to 99.0%	50%
Less than 88.0% and Greater than 99.0%	No Payment or Removal as Directed by the ENGINEER

The Square Yard's (SYD) to be penalized will be computed by the ENGINEER based on the length of unit and width of paving lane.

Weather and Seasonal Limitations

1. HMA shall not be placed, nor the prime coat or bond coat applied when rain is threatening or when the moisture on the existing surface would prevent satisfactory bonding.
2. Unless otherwise approved by the ENGINEER in writing, temperature and seasonal requirements for placing hot mix asphalt shall be in accordance with the current MDOT standards.

3. HMA paving will not be allowed when there is frost in the grade.

Protection of Structures

Structures shall be protected to prevent their surfaces from being discolored during the application of HMA to the road surface.

Equipment

1. The CONTRACTOR shall furnish sufficient equipment for the placing of the hot mix asphalt.
2. The equipment shall be on the job site and ready for normal operation before the placing of material is started.
3. All equipment shall be in good working order.
4. The equipment shall be subject to inspections and testing during construction.
5. The equipment shall be of sufficient capacity that the operation can be continuous and a rate of production obtained which insures good workmanship and eliminates overloading of the equipment or frequent interruptions or delays.
6. The equipment shall conform to the requirements as specified in Division 5, Section 501 of the 2012 MDOT Standard Specifications.

A. Flasher Lights for Bituminous Concrete Equipment

- On HMA construction, where traffic is being maintained, chip spreaders, distributors and rollers shall be equipped with at least one (1) approved flashing, rotating or oscillating amber light, and pavers shall be equipped with at least one (1) such light on each side of the paver.
- The lights shall be mounted so that the warning signal will be visible to traffic in both directions. The lights shall be in operation all the while the work is in progress.

B. Hauling Equipment

- Trucks used for hauling hot mix asphalt shall have tight, clean, smooth beds that have been thinly coated with lime solution or other approved release agent to prevent the mixture from adhering to the beds.
- Each truck shall have an adequately secured cover of such size and material as to completely protect the mixture from the weather and to retard the escape of heat from the mixture.

C. Pressure Distributor

- The distributor shall be mounted upon a vehicle that is capable of maintaining the uniform speeds required for proper application of the hot mix asphalt.
- The vehicle shall be equipped with an accurate tachometer, which is calibrated to indicate speed in feet per minute.
- The pressure distributor shall have a capacity of at least 800 gallons.
- It shall be equipped with heating facilities capable of maintaining the hot mix asphalt at the specified temperature.

- A positive displacement-type pump, installed so as to permit circulation of the material in the tank and between the tank and the spray bar shall be provided.
- The pump power shall be independent of the vehicle power of the pump which shall be operated by a power take-off from the vehicle power motor in

such a manner that uniform distribution of the hot mix asphalt at the rate specified will be obtained.

- The distributor shall be equipped with a tachometer calibrated in revolutions per minute or gallons per minute.
- Full circulating spray bars shall be available for application widths of three feet (3') to 24 feet in one-foot (1') increments.
- The nozzles shall produce a uniform fan spray, and the shutoff shall be instantaneous with no dripping. Nozzles in various sizes between one-eighth inch (1/8") and one-quarter inch (1/4") inclusive shall be available.
- The spray bar shall be set at the proper height to provide a uniform application at the specified coverage rate.

D. Pavers

- The paver shall be an approved self-powered machine capable of spreading and finishing the mixture in a uniform layer at the desired thickness and cross section and ready for compaction.
- The use of any machine in poor mechanical or worn condition will not be permitted.
- The paver shall be of such design that the supporting wheels, treads or other devices ride on the prepared base.
- The full width of surface being applied shall be screeded by an oscillating or vibrating screed.
- The paver shall at all times produce a uniformly finished surface, free from tearing or other blemishes that would require hand work.
- The screed shall be adjustable to provide for tilting to secure the proper drag or compressive action necessary to produce the desired surface texture.
- The paver shall be equipped with a hopper and an automatic material-depth control device so that each distributing auger and corresponding feeder shall respond automatically to provide for a constant level of mix ahead of the screed unit to the full width of the lane being paved.
- In order to ensure that adequate material shall be fed to the center portion of the lane being paved, reverse pitch augers or paddles shall be installed at the inside of one or both ends of the auger shafts to force the mix to the middle portion of the lane.
- If necessary to prevent segregation of the mix as it drops of the feed conveyor, battle plates shall be installed at the required location.
- When extensions are added to the paver, they shall be provided with the same vibrating screed or tamper action as the main unit of the paver, except for paving variable width areas.
- The extensions also shall be equipped with a continuation of the automatically controlled spreading augers.
- The screed and any extensions shall be provided with an approved method of heat distribution.
- Unless specified otherwise, hot mix asphalt pavers shall be equipped with an automatically controlled and activated screed and strike-off assembly capable of grade reference and transverse slope control.
- A manufacturer approved grade referencing attachment, not less than 30 feet in length, shall be used for all lower courses and the first lane of the wearing course.

- After the first lane of the wearing course has been placed, a 10-foot or longer grade referencing attachment may be substituted for constructing subsequent adjacent lanes of wearing course.
- A self-propelled mechanical spreader capable of maintaining the proper width, depth, and slope without causing segregation of the material may be used for base courses and for surface courses less than eight feet (8') in width.
- When surfacing ramps or shoulders, or when the grade of concrete gutter or other existing installation must be met, the manner of use or the automatic grade reference and slope control devices shall be determined by the ENGINEER.
- Whenever a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually for the remainder of the normal working day, provided this method of operation will produce results meeting the specification requirements.

E. Mixers

- Mixers shall be self-propelled and a combination scarifier, pulverizer, mixer and liquid distributor. Unless otherwise specified, a minimum of two (2) mixers will be required.
- If hot mix asphalt is used as a stabilizer, one mixer shall be self-propelled single-pass stabilizer, combining a cutting rotor, a blending rotor and at least one mixing rotor in the mixing chamber.
- The spray bar for distribution of the liquid shall operate in such a manner that all asphalt will be uniformly applied through the mixer at the time of mixing.
- The equipment for distributing the bituminous material shall be adjustable and shall measure accurately the amounts of bituminous material being applied.
- The bitumen pump shall be a positive displacement type pump. It shall be equipped in such a manner as to make it possible to check accurately the rate of application of the bitumen at any time.
- The mixer shall meet the approval of the ENGINEER.

F. Joint Heaters

- Joint heaters shall be infrared or other approved heaters, equipped with automatic ignition and extinguishing system to ensure that the heater operates only when the paver is moving.
- It shall be of sufficient length and heating capacity to adequately soften the edge of the mat.
- The heater shall be oriented parallel to the joint edge.

G. Rollers

- The hot mix asphalt shall not be heated by a direct open flame.
- Steel-Wheel — Steel-Wheel rollers shall weigh at least eight (8) tons and shall be self-propelled, vibratory or static, tandem rollers or shall be self-propelled static three-wheel rollers.
 - a. Steel-wheel rollers shall be free from backlash, faulty steering mechanism, or worn king bolts.

- b. The steering device shall respond readily and permit the roller to be directed on the alignment desired.
 - c. Rollers shall be equipped with wheel sprinklers and scrapers.
 - d. Roller wheels shall be smooth and free from openings or projections that will mar the surface of the pavement.
 - e. Vibratory rollers shall have a shutoff to deactivate the vibrators when the roller speed is less than 0.5 mph and shall have provisions to lock in the manufacturer's recommended speed, the vibrations per minute, and the amplitude of vibration (Dynamic force) for the type of bituminous mixture being compacted.
- Pneumatic-Tired
 - a. The pneumatic-tired roller shall be of the self-propelled type with a total weight, including ballast, no greater than 30 tons.
 - b. It shall be equipped with a minimum of seven (7) wheels situated on the axles in such a way that the rear group of tires will not follow in the tracks of the forward group but will be so spaced that a minimum tire path overlap of one-half inch (½") is obtained.
 - c. The tires shall be smooth and shall be capable of being inflated to or adapted to achieve a pressure necessary to provide ground-contact pressures of at least 80 pounds per square inch.
 - d. The tire pressures shall not vary by more than five (5) pounds per square inch between individual tires.
 - e. The CONTRACTOR shall furnish the ENGINEER charts or tabulations showing the contact areas and the contract pressures for the full range of tire inflation pressures and tire loadings for the type and size roller used.
 - f. The roller shall be equipped with a mechanism capable of reversing the motion of the roller smoothly.
 - g. The roller shall be equipped with wheel sprinklers and scrapers or mats.
- H. Chip Spreader
 - The chip spreader shall be self-propelled and shall be equipped with pneumatic tires.
 - The spreader shall be equipped with a screen mounted below the metering gage.

SPECIFICATIONS FOR HOT MIX ASPHALT (HMA) WEDGING

Description

This work shall be in accordance with Division 2, Section 204 and Division 5, Sections 501 and 502 of the 2012 MDOT Standard Specifications For Construction and the Specification for Hot Mix Asphalt (HMA).

Any possible inconsistencies that may exist between the requirements included herein, and the requirements of the «cntynam» or work under their jurisdiction, will be resolved by the ENGINEER at the time such inconsistency is identified.

The CONTRACTOR shall install the Hot Mix Asphalt (HMA) Wedging to the dimensions and thickness shown on the plans or as directed by the Engineer. Wedge with HMA to remove irregularities in the existing road. Place and compact HMA Wedging to correct the foundation. Allow the Wedging to cool enough to support construction equipment without causing visible distortion of the mat before placing subsequent Wedging, Base, Leveling or Top course mixtures.

Mixtures

The HMA Wedging Course Mixture shall be in accordance with the Specification for Hot Mix Asphalt (HMA) and as defined in the “Description” section of this Specification.

The HMA Wedging Course shall be a HMA 1100 T Mix. If approved by the ENGINEER, the HMA Top Course Mix specified for the project can be used in place of the HMA 1100 T Mix at no additional cost to the Owner. **Under no circumstance will the HMA 1100 T Wedging Course be used as the HMA Top Course.**

Approved for the Agenda of:	APPROVED
8/27/2024	Motion No. 24-399

8.A.



Mayor's Office

TO: Honorable City Council Members

FROM: Bill Bazzi, Mayor

DATE: August 20, 2024

RE: Annapolis High School Homecoming Parade 2024

Honorable Council Members:

Annapolis High School has requested permission to hold their Annual Homecoming Parade on Friday, September 27, 2024 at 5:00 pm, staging to begin at 4:15pm. Police Chief Swope and Fire Chief Brogan have approved the route and will provide any services they may require. Your approval would be greatly appreciated.

Sincerely,
Bill Bazzi
Mayor

Attachments:

1. Annapolis HS Homecoming Parade 2024 Council Packet



Fire Department

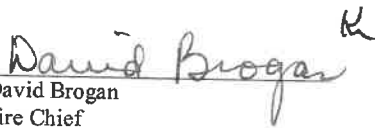
David Brogan
Fire Chief

Bill Bazzi
Mayor

To: Bill Bazzi, Mayor
From: David Brogan, Fire Chief
Date: August 8, 2024
Re: ANNAPOLIS HIGH SCHOOL
HOMECOMING PARADE 2024

In reference to the memo from Principal Aaron Mollett regarding the Annapolis High School Homecoming Parade. The Dearborn Heights Fire Department has approved the parade route and will participate by providing a fire truck and ambulance for this event on Friday, September 27, 2024 at 4:15 p.m. The parade will begin at 5:00 p.m.

The Duty Officer will be notified of the date and time of the event and will be instructed to contact Principal Aaron Mollett if they have any questions.


David Brogan
Fire Chief

cc: C Unit – Station #1
HQ



Kevin Swope
Chief of Police

Mayor Bill Bazzi
Mayor

August 8, 2024

To: Mayor Bill Bazzi

From: Police Chief Kevin Swope

RE: Approval of Parade

Mayor Bazzi,

The Police Department approves of the request from Annapolis High School to hold their homecoming parade, to be held on Friday September 27, 2024, commencing at 5:00pm.

Staging will begin at 4:15pm and are requesting a secure parking lot at Annapolis and Huron.

We will provide the assistance necessary for this event.

Respectfully submitted,

A handwritten signature in cursive script that reads "Kevin Swope".

Kevin Swope

Chief of Police

Cc: Captain Jake Hatten



Mayor's Office

Bill Bazzi
Mayor

TO: Kevin Swope, Police Chief
Dave Brogan, Fire Chief

FROM: Stephanie Shockey, Executive Assistant

DATE: August 7, 2024

RE: Annapolis High School Homecoming Parade

Please review the attached correspondence from Annapolis High School requesting approval for their Homecoming Parade to be held on Friday, September 27, 2024 at 5:00 p.m, staging to begin at 4:15p.m. After you have reviewed the parade route please advise me if the route meets with your approval and if your department will be able to participate. At that point I will prepare a letter to City Council requesting their approval.

Thank you.

Stephanie Shockey
Executive Assistant to Mayor Bazzi

Annapolis High School

4650 Clippert, Dearborn Heights, MI 48125
(313) 203-3300 phone | (313) 278-1238 fax



Aaron Mollett, Principal
Kevin Knierim, Asst. Principal
Brian Buchanan, Athletic Director/Asst. Principal

August 7, 2024

Fire Chief David Brogan
Dearborn Heights Fire Department
1999 Beech Daly
Dearborn Heights, MI 48127

Chief Brogan,
Annapolis High School requests a Parade Permit for our Homecoming Parade on Friday, September 27, 2024. We are requesting fire and police escorts for the event. The parade staging area will be located in the parking lot at Huron and Annapolis Streets, and staging will begin at 4:15 pm. We would like to secure the parking lot at Annapolis and Huron Streets for this purpose.

The parade will begin at 5:00 pm, proceeding west on Annapolis Street to Pardee Elementary, and will end in the parking lot at Annapolis and Vassar Streets. The parade should cover the distance in approximately 30 minutes.

If you have any questions regarding this matter, please don't hesitate to contact me at 313-203-3300.

Thank you for your continued support and consideration. As a side note, you and your department have been awesome to work with over the years.

Respectfully,

A handwritten signature in black ink, appearing to be 'AM', located below the 'Respectfully,' text.

Aaron Mollett
Principal
Annapolis High School

Approved for the Agenda of:	
8/27/2024	Motion No.

8.B.



Mayor's Office

TO: Honorable City Council Members
FROM: Bill Bazzi, Mayor
DATE: August 8, 2024
RE: **REMOVED AT MEETING** ~~Logistics Coordinator Position~~

Council Members,

Please authorize the budget amendment for the Logistics Coordinator Position at the police department in the amount of \$60,000. The change will be reflected in the Police Salaries GL Account 101-300-706.000

Sincerely,

Attachments:

None

Approved for the Agenda of:	APPROVED WITH AMENDMENT
8/27/2024	Motion No. 24-400

8.C.



Mayor's Office

TO: Honorable City Council Members

FROM: Bill Bazzi, Mayor

DATE: August 26, 2024

RE: **MOVED AT MEETING, FORMERLY ITEM 11-D** - Resolution Expressing Concern
Regarding the Radioactive Waste Scheduled to Come to Wayne County, Michigan

Please see attached

Attachments:

1. 08-27-24 Item 11-D - Radioactive Waste Resolution



The Governing Voice for
700,000 Wayne County Residents

CWW Represents:

Cities: Belleville, Dearborn, Dearborn Heights, Garden City, Inkster, Livonia, Northville, Plymouth, Romulus, Wayne and Westland

Townships: Canton Charter Township, Huron Charter Township, Northville Charter Township, Plymouth Charter Township, Redford Charter Township, Sumpter Township and Van Buren Charter Township

Resolution 2024-004

EXPRESSING CONCERN REGARDING THE RADIOACTIVE WASTE SCHEDULED TO COME TO WAYNE COUNTY, MI

WHEREAS, the Conference of Western Wayne (CWW) is comprised of 18 member communities and over 730,000 residents in Wayne County, MI; and

WHEREAS, the Conference of Western Wayne and residents have raised previous concerns over hazardous waste traveling through Wayne County and being disposed of at Republic Services' Wayne Disposal and Michigan Disposal, and

WHEREAS, Wayne Disposal is preparing to take 6,000 cubic yards of soil and concrete and 4,000 gallons of groundwater contaminated with elevated radiation from the Niagara Falls Storage Site in Lewiston, New York, which from 1944 until 1952 served as a primary storage location for wastes and byproducts associated with uranium ore refining; and

WHEREAS, The U.S. Army Corps of Engineers is working on a multiyear project to remove the elevated radiation wastes from the Niagara site, and

WHEREAS, 25 semitrailer loads a week of the radioactive waste would be shipped on local highways and roads to Wayne Disposal, in Van Buren Township, beginning in late August and expected to continue through January 2025, and

WHEREAS, Wayne County officials were not notified of the upcoming transport of radioactive waste through our communities, and

WHEREAS, public safety issues of this magnitude affect the entire western Wayne County region and the surrounding communities in Michigan, putting our residents, motorists and infrastructure in harm's way; and

WHEREAS, western Wayne County officials and residents have no say in what occurs at Michigan Disposal, although it directly impacts the health and welfare of our communities and all of Wayne

County; and

NOW THEREFORE BE IT RESOLVED that the Conference of Western Wayne Executive Committee on behalf of the Board of Directors formally requests that Wayne Disposal reconsider accepting radioactive waste, and

BE IT FUTHER RESOLVED that CWW encourages the Federal Government to seek alternative solutions to disposing of their radioactive and hazardous waste that does not jeopardize our citizens and infrastructure, including changing interstate agreements, and

BE IT FURTHER RESOLVED that the Conference of Western Wayne further requests that Wayne County officials be notified in advance of all transport of the referenced waste, including but not limited to; specific safety measures during transport, routes of the semitrailers and what dates and times these semitrailers will be traveling through Wayne County communities.

I attest that this is a true and correct copy of the resolution adopted on August 20, 2024, at the direction of the Executive Committee on behalf of the CWW Board of Directors.

A handwritten signature in black ink, reading "Brian P. Turnbull". The signature is written in a cursive, flowing style.

Mayor Brian Turnbull
CWW Chairman of the Board

Approved for the Agenda of:	APPROVED WITH AMENDMENT
8/27/2024	Motion No. 24-401

9.A.



Treasurer's Office

TO: Honorable City Council Members

FROM: Lisa Hicks-Clayton, Treasurer

DATE: August 22, 2024

RE: Treasurer Hicks-Clayton - Request for Special Legal Counsel

SEE ATTACHED

Attachments:

1. Special Counsel

AKOURI & ASSOCIATES, P.L.L.C.
Attorneys and Counselors
6528 Schaefer Road
Dearborn, Michigan 48126

Phone: (313) 584-1404
Facsimile: (313) 584-1485

Robert L. Akouri
John A. Akouri (1996-2020)

Of Counsel
Landry, Mazzo & Dembinski P.C.
37000 Grand River Avenue, Suite 200
Farmington Hills, Michigan 48335
Phone: (248) 476-6900

City of Dearborn Heights
Attn.: Lisa Hicks-Clayton, Treasurer

Re.: Representation of Lisa Hicks-Clayton.

Dear Ms. Hicks-Clayton:

Consistent with City Councils' request of earlier this week, I was asked to submit correspondence to address the scope of my work. Assuming City Council decides to allow independent counsel to represent your interest in the capacity of the City of Dearborn Heights Treasurer, I would defend and protect your interests relative to any allegation of wrongdoing by you. I would represent you from the date of engagement through the final determination/outcome of the allegations.

My hourly rate is Three Hundred Seventy-Five (\$375.00) U.S. Dollars per hour and we request a retainer of at least Five Thousand (\$5,000.00) U.S. Dollars to be worked against. When the initial retainer is exhausted, we will bill monthly with a Ten (10) day net from when the bill is submitted.

Please note the following:

- A. If City Council pays for my services, I will only report to you relative to any matters. Even though City Counsel will pay for my services, I will not be disclosing any information to them as there is an "Attorney/Client" relationship and "Work Product" obligation which only belongs to the client.
- B. Secondly, I sense that there is tension as between City Counsel/Treasure's Office and Mayor Bazzi. Please note that I have provided Mayor Bazzi legal advice years ago. All work for him is unrelated to the allegations against you. Despite the fact that I gave legal advice to Mayor Bazzi, the focus of my work is as to assertions against you. At this juncture, I do not foresee any way in which my prior meetings with Mayor Bazzi interferes with your rights under law.

I believe that I have answered your request; should you have further questions, feel free to contact me at my office..

Sincerely,
Akouri & Associates, P.L.L.C.

Robert L. Akouri

Robert L. Akouri

Approved for the Agenda of:	APPROVED
8/27/2024	Motion No. 24-402

9.B.



Mayor's Office

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Mariana Hernandez, Chief of Staff

DATE: August 21, 2024

RE: Chief of Staff Hernandez - New National Opioids Settlement: Kroger Participation Package

Council memebbers,

Please authorize the following motion:

"Motion by _____, seconded by _____ to approve the New National Opioids Settlement: Kroger Participation Package for the city. Further, Chief of Staff Hernandez is authorized to electronically execute the Participation Agreement on behalf of the City.

Sincerely,

Attachments:

1. Action_Required_Kroger_National_Opioid_Settl

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Dearborn Heights city, MI
Reference Number: CL-793709

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Michigan is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com,

or Assistant Attorney General Matt Walker at 517-335-7632 or WalkerM30@michigan.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Dearborn Heights city	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF KROGER SETTLEMENT AGREEMENT

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities. This State-Subdivision Agreement Applies to National Settlement (“Settlement”) reached with Kroger Co. (“Kroger”), one such pharmaceutical retailer entity.

To allocate monetary payments received from Kroger Co., the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Memorandum of Understanding (“MOU”):

- A. “Actual Attorney Fees” are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlement and associated litigation, based on a Litigating Local Government’s Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlement.
- B. “Actual Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- C. “De minimis-share Local Government” is a Participating Local Government whose Final Allocation Percentage is less than .0011%.
- D. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment.

Attached as Exhibit A is the Final Allocation Percentage for each Local Government.

- E. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- F. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- G. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- H. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- I. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- J. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of the Settlement.
- K. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlement to compensate Litigating Local Government Attorneys.
- L. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlement.
- M. “Opioid Remediation” is the term as defined by the Settlement.
- N. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlement.
- O. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- P. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlement.
- Q. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.

- R. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlement and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlement.
- S. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- T. “Settlement” is the Kroger Co. National Settlement Agreement related to opioids and entered by the State of Michigan.
- U. “Settlement Payments” are scheduled monetary payments received through the Settlement.
- V. “State” is the State of Michigan acting through its Attorney General or her designees.
- W. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

- 1. Participation in Settlement: The Parties agree that to participate in the Settlement, Local Governments must execute a Participation Agreement.
- 2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlement. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.
- 3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:
 - Litigating Local Government Attorney Fee Fund
5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 10%.
6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.
7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.
8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.
9. Attorney Fees:
 - a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
 - b. Projected Attorney Fees shall be calculated as no more than 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over

the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.

- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. The total of all deficiency payments shall be no more than 5% of the Litigating Local Government's Projected Total Recovery. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Kroger Settlement Agreement pertaining to the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
 - d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
 - e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
 - f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.
10. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
 11. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the

Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlement.

12. Reversion to Local Government Share:

Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

III. Other Terms and Conditions

1. Governing Law and Venue: This Agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This Agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this Agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this Agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. Captions: The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this Agreement or any part of it.
7. Entire Agreement: This Agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.
8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Ada Township	0.0048672491%
Adrian City	0.0377750571%
Alcona County	0.0917940297%
Alger County	0.0863820337%
Algoma Township	0.0019503721%
Allegan County	0.5134781318%
Allen Park City	0.0714291400%
Allendale Charter Township	0.0051691825%
Alpena County	0.3489129359%
Alpine Charter Township	0.0016899367%
Ann Arbor City	0.3078689973%
Antrim County	0.2619106430%
Antwerp Township	0.0008728394%
Arenac County	0.1773263732%
Auburn Hills City	0.0782192126%
Bangor Charter Township	0.0072610498%
Baraga County	0.0815223814%
Barry County	0.2877609956%
Bath Charter Township	0.0357545030%
Battle Creek City	0.2275464953%
Bay City	0.0762853502%
Bay County	1.2109925232%
Bedford Township	0.0274217426%
Benton Charter Township	0.0602971146%
Benzie County	0.1531857055%
Berkley City	0.0238559660%
Berrien County	1.4096709065%
Beverly Hills Village	0.0305750883%
Big Rapids City	0.0162883194%
Birmingham City	0.0685227179%
Bloomfield Charter Township	0.1592123748%
Branch County	0.3754752735%
Brandon Charter Township	0.0198368214%
Brighton Township	0.0006728394%
Brownstown Charter Township	0.0688040827%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Burton City	0.0220545655%
Byron Township	0.0095435120%
Cadillac City	0.0659406832%
Caledonia Charter Township	0.0030673508%
Calhoun County	1.8175021666%
Cannon Township	0.0036808209%
Canton Charter Township	0.2588321285%
Cascade Charter Township	0.0134789810%
Cass County	0.4053750832%
Charlevoix County	0.2104592719%
Cheboygan County	0.3110680973%
Chesterfield Charter Township	0.1404231620%
Chippewa County	0.2632344876%
Clare County	0.3114103689%
Clawson City	0.0155156244%
Clinton Charter Township	0.6407812266%
Clinton County	0.5306192780%
Coldwater City	0.0085958845%
Commerce Charter Township	0.0221176243%
Comstock Charter Township	0.0094006092%
Cooper Charter Township	0.0010667353%
Crawford County	0.2834713014%
Davison Township	0.0098374672%
Dearborn City	0.3332957021%
Dearborn Heights City	0.1171891580%
Delhi Charter Township	0.0218839116%
Delta Charter Township	0.0451061644%
Delta County	0.2557976495%
Detroit City	7.0043022777%
Dewitt Charter Township	0.0408977189%
Dickinson County	0.2723412578%
East Bay Township	0.0016290902%
East Grand Rapids City	0.0230630052%
East Lansing City	0.1894330764%
Eastpointe City	0.1865525155%
Eaton County	0.9861089866%
Egelston Township	0.0065849019%
Emmet County	0.2016799000%
Emmett Charter Township	0.0090526675%

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Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Escanaba City	0.0177788333%
Farmington City	0.0244970566%
Farmington Hills City	0.1836539524%
Fenton Charter Township	0.0020606649%
Fenton City	0.0533444252%
Ferndale City	0.0991162992%
Flat Rock City	0.0191064907%
Flint Charter Township	0.0284464008%
Flint City	2.9020480514%
Flushing Charter Township	0.0041632884%
Fort Gratiot Charter Township	0.0105014847%
Fraser City	0.0890810562%
Frenchtown Charter Township	0.0543711838%
Fruitport Charter Township	0.0143781939%
Gaines Township, Kent County	0.0100007209%
Garden City	0.0400666486%
Garfield Charter Township	0.0004523052%
Genesee Charter Township	0.0143994694%
Genesee County	2.0222988370%
Genoa Township	0.0000841049%
Georgetown Charter Township	0.0080112116%
Gladwin County	0.2391684964%
Gogebic County	0.0830544105%
Grand Blanc Charter Township	0.0233387940%
Grand Haven Charter Township	0.0125419639%
Grand Haven City	0.0386762323%
Grand Rapids Charter Township	0.0041785420%
Grand Rapids City	1.3200304570%
Grand Traverse County	0.9068912659%
Grandville City	0.0309223680%
Gratiot County	0.3462222699%
Green Oak Township	0.0357806378%
Grosse Ile Township	0.0238269927%
Grosse Pointe Park City	0.0314891491%
Grosse Pointe Woods City	0.0224396090%
Hamburg Township	0.0377390811%
Hamtramck City	0.1203841279%
Harper Woods City	0.0336018655%
Harrison Charter Township	0.1219869902%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Hartland Township	0.0003244047%
Hazel Park City	0.0489386342%
Highland Charter Township	0.0195655907%
Highland Park City	0.0260202858%
Hillsdale County	0.4105041237%
Holland Charter Township	0.0193895872%
Holland City	0.1100538894%
Holly Township	0.0027246349%
Houghton County	0.2448207297%
Huron Charter Township	0.0397499656%
Huron County	0.1947177493%
Independence Charter Township	0.0548563932%
Ingham County	2.3483828726%
Inkster City	0.1109546618%
Ionia City	0.0298598458%
Ionia County	0.5396199789%
Iosco County	0.3533723488%
Iron County	0.1212729351%
Iron Mountain City	0.0101053101%
Isabella County	0.6292225146%
Jackson City	0.1940676111%
Jackson County	0.7214737917%
Kalamazoo Charter Township	0.0345755857%
Kalamazoo City	0.2517097496%
Kalamazoo County	2.1830160391%
Kalkaska County	0.1094231355%
Kent County	3.0589085349%
Kentwood City	0.0945959397%
Keweenaw County	0.0044979388%
Lake County	0.0801183868%
Lansing City	0.5838781768%
Lapeer County	0.5261771741%
Leelanau County	0.1361121830%
Lenawee County	0.8666225223%
Lenox Township	0.0074382901%
Leoni Township	0.0060431354%
Lincoln Charter Township	0.0118621201%
Lincoln Park City	0.1055951609%
Livingston County	1.4709098660%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Livonia City	0.4399745592%
Luce County	0.0702367042%
Lyon Charter Township	0.0040068160%
Mackinac County	0.0604498099%
Macomb County	8.4966206434%
Macomb Township	0.0719075065%
Madison Heights City	0.0959170107%
Manistee County	0.3433049178%
Marion Township, Livingston County	0.0001321649%
Marquette City	0.0208343056%
Marquette County	0.5927501439%
Mason County	0.2736024413%
Mecosta County	0.2207441477%
Melvindale City	0.0345402135%
Menominee County	0.1050220262%
Meridian Charter Township	0.0470569691%
Midland City	0.2009195979%
Midland County	0.3578785428%
Milford Charter Township	0.0042718823%
Missaukee County	0.0666491945%
Monitor Charter Township	0.0029359445%
Monroe Charter Township	0.0079574543%
Monroe City	0.1396991561%
Monroe County	1.6848065467%
Montcalm County	0.6833587090%
Montmorency County	0.0968243729%
Mount Clemens City	0.0334306903%
Mount Morris Charter Township	0.0165482687%
Mount Pleasant City	0.0237786846%
Mundy Charter Township	0.0100221232%
Muskegon Charter Township	0.0239840474%
Muskegon City	0.1161880260%
Muskegon County	1.8759295925%
Muskegon Heights City	0.0332610314%
New Baltimore City	0.0319311246%
Newaygo County	0.5138387494%
Niles City	0.0387681812%
Niles Township	0.0143124958%
Northville Charter Township	0.0920671038%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Norton Shores City	0.0466449877%
Novi City	0.0974211078%
Oak Park City	0.0689727142%
Oakland Charter Township	0.0182340949%
Oakland County	5.7490446273%
Oceana County	0.2394112823%
Oceola Township	0.0002402998%
Ogemaw County	0.6119980640%
Ontonagon County	0.0554783904%
Orion Charter Township	0.0322086363%
Osceola County	0.2116637545%
Oscoda County	0.0652460081%
Oshtemo Charter Township	0.0082672044%
Otsego County	0.3122434453%
Ottawa County	0.9856052443%
Owosso City	0.0399032918%
Oxford Charter Township	0.0146649465%
Park Township, Ottawa County	0.0046131297%
Pittsfield Charter Township	0.0279734296%
Plainfield Charter Township	0.0097865852%
Plymouth Charter Township	0.0411431450%
Pontiac City	0.3308657333%
Port Huron Charter Township	0.0095929414%
Port Huron City	0.1731886027%
Portage City	0.0652775897%
Presque Isle County	0.1600742388%
Redford Charter Township	0.1408837357%
Riverview City	0.0320763333%
Rochester City	0.0265312862%
Rochester Hills City	0.0449194895%
Romulus City	0.1024428607%
Roscommon County	0.4225018168%
Roseville City	0.2840239750%
Royal Oak City	0.1725396612%
Saginaw Charter Township	0.0459946405%
Saginaw City	0.2862994320%
Saginaw County	1.7730393593%
Sanilac County	0.3815217629%
Sault Ste. Marie City	0.1083167770%

Exhibit A - Final Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
Schoolcraft County	0.0524761976%
Scio Charter Township	0.0034246408%
Shelby Charter Township	0.3366633161%
Shiawassee County	0.7980933155%
South Lyon City	0.0172108158%
Southfield City	0.2614724834%
Southfield Township	0.0000739720%
Southgate City	0.0590464814%
Spring Lake Township	0.0069094121%
Springfield Charter Township	0.0029712082%
St Clair County	2.1956069742%
St Joseph County	0.2835067060%
St. Clair Shores City	0.2259100369%
Sterling Heights City	1.0348308715%
Sturgis City	0.0398319787%
Summit Township, Jackson County	0.0097847761%
Superior Charter Township	0.0080576481%
Taylor City	0.2502149934%
Texas Charter Township	0.0034602263%
Thomas Township	0.0084482592%
Traverse City	0.0682342524%
Trenton City	0.0320245188%
Troy City	0.1568637642%
Tuscola County	0.4875465057%
Tyrone Township, Livingston County	0.0064039892%
Union Charter Township	0.0000340455%
Van Buren Charter Township	0.0755554143%
Van Buren County	0.5070372777%
Vienna Charter Township, Genesee County	0.0057455156%
Walker City	0.0383592467%
Warren City	1.2919233878%
Washington Township, Macomb County	0.0537580568%
Washtenaw County	2.6140018962%
Waterford Charter Township	0.1452994768%
Wayne City	0.0921719182%
Wayne County	11.2050250072%
West Bloomfield Charter Township	0.1743088246%
Westland City	0.3587882268%
Wexford County	0.3285642495%

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Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Final Allocation Percentage
White Lake Charter Township	0.0389092655%
Wixom City	0.0245525356%
Woodhaven City	0.0380115040%
Wyandotte City	0.0649183232%
Wyoming City	0.1697749703%
Ypsilanti Charter Township	0.0384677895%
Ypsilanti City	0.0597227004%
Zeeland Charter Township	0.0040879713%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000000%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Ada Township	0.0073233482%
Adrian City	0.0568370128%
Alcona County	0.0834491179%
Alger County	0.0785291215%
Algoma Township	0.0029345640%
Allegan County	0.7725881935%
Allen Park City	0.1074735355%
Allendale Charter Township	0.0077776425%
Alpena County	0.3171935781%
Alpine Charter Township	0.0025427083%
Ann Arbor City	0.4632250874%
Antrim County	0.2381005845%
Antwerp Township	0.0013132895%
Arenac County	0.1612057938%
Auburn Hills City	0.1176899978%
Bangor Charter Township	0.0109251027%
Baraga County	0.0741112558%
Barry County	0.4329702358%
Bath Charter Township	0.0537968516%
Battle Creek City	0.3423704436%
Bay City	0.1147802745%
Bay County	1.1009022938%
Bedford Township	0.0412592343%
Benton Charter Township	0.0907240950%
Benzie County	0.1392597323%
Berkley City	0.0358941044%
Berrien County	1.2815190059%
Beverly Hills Village	0.0460038135%
Big Rapids City	0.0245076907%
Birmingham City	0.1031004819%
Bloomfield Charter Township	0.2395537286%
Branch County	0.3413411577%
Brandon Charter Township	0.0298468290%
Brighton Township	0.0010123659%
Brownstown Charter Township	0.1035238283%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Highland Charter Township	0.0294387306%
Highland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%
Westland City	0.3261711153%
Wexford County	0.2986947723%

Exhibit B - Preliminary Allocation Percentage
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeland Charter Township	0.0061508332%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000003%

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Ada Township	
Adrian City	
Alcona County	Yes
Alger County	Yes
Algoma Township	
Allegan County	
Allen Park City	
Allendale Charter Township	
Alpena County	Yes
Alpine Charter Township	
Ann Arbor City	
Antrim County	Yes
Antwerp Township	
Arenac County	Yes
Auburn Hills City	
Bangor Charter Township	
Baraga County	Yes
Barry County	
Bath Charter Township	
Battle Creek City	
Bay City	
Bay County	Yes
Bedford Township	
Benton Charter Township	
Benzie County	Yes
Berkley City	
Berrien County	Yes
Beverly Hills Village	
Big Rapids City	
Birmingham City	
Bloomfield Charter Township	
Branch County	Yes
Brandon Charter Township	
Brighton Township	
Brownstown Charter Township	

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Burton City	
Byron Township	
Cadillac City	
Caledonia Charter Township	
Calhoun County	Yes
Cannon Township	
Canton Charter Township	Yes
Cascade Charter Township	
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	
Chippewa County	Yes
Clare County	
Clawson City	
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	
Commerce Charter Township	
Comstock Charter Township	
Cooper Charter Township	
Crawford County	Yes
Davison Township	
Dearborn City	
Dearborn Heights City	
Delhi Charter Township	
Delta Charter Township	
Delta County	Yes
Detroit City	Yes
Dewitt Charter Township	
Dickinson County	Yes
East Bay Township	
East Grand Rapids City	
East Lansing City	Yes
Eastpointe City	
Eaton County	Yes
Egelston Township	
Emmet County	
Emmett Charter Township	

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Escanaba City	Yes
Farmington City	
Farmington Hills City	
Fenton Charter Township	
Fenton City	
Ferndale City	
Flat Rock City	
Flint Charter Township	
Flint City	Yes
Flushing Charter Township	
Fort Gratiot Charter Township	
Fraser City	
Frenchtown Charter Township	
Fruitport Charter Township	
Gaines Township, Kent County	
Garden City	
Garfield Charter Township	
Genesee Charter Township	
Genesee County	Yes
Genoa Township	
Georgetown Charter Township	
Gladwin County	
Gogebic County	
Grand Blanc Charter Township	
Grand Haven Charter Township	
Grand Haven City	
Grand Rapids Charter Township	
Grand Rapids City	Yes
Grand Traverse County	Yes
Grandville City	
Gratiot County	Yes
Green Oak Township	
Grosse Ile Township	
Grosse Pointe Park City	
Grosse Pointe Woods City	
Hamburg Township	
Hamtramck City	
Harper Woods City	
Harrison Charter Township	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Hartland Township	
Hazel Park City	
Highland Charter Township	
Highland Park City	
Hillsdale County	Yes
Holland Charter Township	
Holland City	
Holly Township	
Houghton County	Yes
Huron Charter Township	Yes
Huron County	
Independence Charter Township	
Ingham County	Yes
Inkster City	
Ionia City	
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	Yes
Isabella County	Yes
Jackson City	Yes
Jackson County	
Kalamazoo Charter Township	
Kalamazoo City	
Kalamazoo County	Yes
Kalkaska County	
Kent County	Yes
Kentwood City	
Keweenaw County	
Lake County	Yes
Lansing City	Yes
Lapeer County	
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	
Leoni Township	
Lincoln Charter Township	
Lincoln Park City	
Livingston County	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	
Mackinac County	
Macomb County	Yes
Macomb Township	
Madison Heights City	
Manistee County	Yes
Marion Township, Livingston County	
Marquette City	
Marquette County	Yes
Mason County	Yes
Mecosta County	
Melvindale City	
Menominee County	
Meridian Charter Township	
Midland City	
Midland County	
Milford Charter Township	
Missaukee County	
Monitor Charter Township	
Monroe Charter Township	
Monroe City	
Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	
Mount Morris Charter Township	
Mount Pleasant City	
Mundy Charter Township	
Muskegon Charter Township	
Muskegon City	
Muskegon County	Yes
Muskegon Heights City	
New Baltimore City	
Newaygo County	Yes
Niles City	
Niles Township	
Northville Charter Township	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Norton Shores City	
Novi City	
Oak Park City	
Oakland Charter Township	
Oakland County	Yes
Oceana County	Yes
Oceola Township	
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	
Osceola County	Yes
Oscoda County	
Oshtemo Charter Township	
Otsego County	Yes
Ottawa County	
Owosso City	
Oxford Charter Township	
Park Township, Ottawa County	
Pittsfield Charter Township	Yes
Plainfield Charter Township	
Plymouth Charter Township	
Pontiac City	Yes
Port Huron Charter Township	
Port Huron City	
Portage City	
Presque Isle County	Yes
Redford Charter Township	
Riverview City	
Rochester City	
Rochester Hills City	
Romulus City	Yes
Roscommon County	Yes
Roseville City	
Royal Oak City	
Saginaw Charter Township	
Saginaw City	
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
Schoolcraft County	
Scio Charter Township	
Shelby Charter Township	
Shiawassee County	Yes
South Lyon City	
Southfield City	
Southfield Township	
Southgate City	
Spring Lake Township	
Springfield Charter Township	
St Clair County	Yes
St Joseph County	
St. Clair Shores City	
Sterling Heights City	Yes
Sturgis City	
Summit Township, Jackson County	
Superior Charter Township	
Taylor City	
Texas Charter Township	
Thomas Township	
Traverse City	Yes
Trenton City	
Troy City	
Tuscola County	Yes
Tyrone Township, Livingston County	
Union Charter Township	
Van Buren Charter Township	Yes
Van Buren County	
Vienna Charter Township, Genesee County	
Walker City	
Warren City	Yes
Washington Township, Macomb County	
Washtenaw County	Yes
Waterford Charter Township	
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	
Westland City	Yes
Wexford County	Yes

Exhibit C - Litigating Local Governments
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government
White Lake Charter Township	
Wixom City	
Woodhaven City	
Wyandotte City	
Wyoming City	
Ypsilanti Charter Township	
Ypsilanti City	
Zeeland Charter Township	
Blackman Charter Township	
Detroit Wayne Mental Health Authority	Yes
Total	87

State of Michigan

Michigan State-Subdivision Agreement for Allocation of the Kroger Settlement
Agreement

By: Matthew L. Walker

Its: Assistant Attorney General

Approved for the Agenda of:	APPROVED WITH AMENDMENT
8/27/2024	Motion No. 24-403

9.C.



Building Department

TO: Honorable Mayor Bill Bazzi

Honorable City Council Members

FROM: Ali Dib, City Engineer

DATE: August 20, 2024

RE: City Engineer Dib - 2023 Street Paving Repair Contract - Change Order #1 - Addition of (5) Streets to Existing Contract

Honorable Council:

Please see the attached recommendation for Change Order No. 1 in regards to the 2023 Street Repair Program to pave 5 additional streets.

Sincerely,
Ali M. Dib, P.E.
City Engineer

Attachments:

1. 2023 10 02 - Recommended Award - Dearborn Heights Paving - 2023 - DHT100523T
2. 2024 08 19 - DHT2621-01T - Dearborn Heights - 2023 Paving Program - Change Order - Annapolis - Evang (002)



Wade Trim Associates, Inc.
25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

August 20, 2024

City of Dearborn Heights
26400 Van Born Road
Dearborn Heights, MI 48125

Attention: Mr. Ali Dib, PE
City Engineer

Re: 2023 Street Repair Program
Recommendation of Change Order No. 1

Dear Mr. Dib:

Mark Anthony Contracting, Inc has had a very successful construction season working on the 2023 Street Repair Program. Their work is satisfactory to date, and they have worked well with residents, Dearborn Heights, and Wade Trim to complete the contract work.

Due to Mark Anthony's performance and competitive unit pricing from last year, Dearborn Heights and Wade Trim worked together to identify candidate streets for the extension of work for the 2023 Street Repair Program.

Just over a mile of roadway including Annapolis - Telegraph to Madison, Evangeline - Marshall to Cherry Hill, Mayfair - Colgate to Dartmouth, Midway - W. Outer Dr to Rouge Circle, and Syracuse - Van Born to Hanover was selected for repairs to be included in the extension of work, and Wade Trim quantified work for each street and worked with Mark Anthony to develop Change Order No. 1 for the work.

Unit prices from Mark Anthony's original bid form from 2023 were held for most work items except mobilization, audio-video survey and traffic control for each new street, and 8-inch concrete and gate box items which were added as work requirements, for which we requested Mark Anthony to provide quotes. The increase in unit prices is less than 1% of the original values.

Change Order No. 1 values at \$2,665,871.23 and increases the original contract value of \$2,501,340.03 to \$5,167,211.26.

Based on the review of the Mark Anthony's performance and competitive pricing, our office recommends Change Order No. 1 for approval for the extension of work for the 2023 Pavement Repair Program and the Mayor and Clerk be authorized to sign the change order.

We also request the following construction budget be approved based on the Contract bid:

Construction Cost Including Inspection	\$2,665,871.23
Construction Engineering Cost (6%)	\$160,000.00
Construction Cost Including Engineering and Inspection	\$2,825,871.23

Based on the above cost breakdown, we recommend the project extension not-to-exceed construction, engineering, and inspection budget of **\$2,825,871.23**. We also recommend an owner's reserve of 10% of the project total for any contingency items.

Project Overview

This project extension will involve the removal and replacement of existing concrete pavements, removal and replacement of structure castings, removal and replacement of sidewalk facilities to meet ADA compliance, and associated treatments.

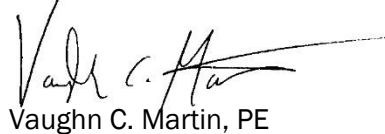
Wade Trim Construction Phase Services

Wade Trim will provide contract administration, construction engineering, staking and layout (as required), and quality assurance and materials testing during the 2023 Street Repair Program. The Contractor has estimated a total of 150 inspection days (8-hour days) to complete the work on the Project.

As always, our team's actual effort will be billed monthly in accordance with the actual hours worked and our current 2024B Rate Schedule.

Very truly yours,

Wade Trim Associates, Inc.



Vaughn C. Martin, PE

VCM:AJK
DHT 1005-23T

Enclosure



CHANGE ORDER
NO. 1

305.08
(Rev. 042020)

Prepared By: A. Kaspor

Date of Issuance: 08/19/2024

WT Project No.:	DHT2621-01T	Project Name:	2023 Street Repair Program
Owner / Municipality:	City of Dearborn Heights		
Owner Project No.:	NA	Department:	NA
Project Location:	Various streets throughout city		
Contractor:	Mark Anthony Contracting	Subcontractor:	NA

The Contract Documents are modified as follows upon execution of this Change Order:

Change order to incorporate quantities of work for Annapolis, Evangeline, Mayfair, Midway, and Syracuse into contract.

Refer to attached work order and plan sheets (6 each).

Attachments: (List documents supporting change):

Work Order No. 1, Annapolis plan sheet 01, Evangeline plan sheet 02, Mayfair plan sheet 03, Midway plan sheets 04 and 05, and Syracuse plan sheet 06.

CHANGE IN CONTRACT PRICE

Original Contract Price:

\$ 2,501,340.03

Select 1 from previously approved Change
Orders No. to No. :

\$

Contract Price prior to this Change Order:

\$ 2,501,340.03

Increase of this Change Order:

\$ 2,665,871.23

Contract Price incorporating this Change Order:

\$ 5,167,211.26

CHANGE IN CONTRACT TIME

Original Contract Times:

☐ Working Days ☒ Calendar Days

Substantial Completion (date): 12/15/2023

Ready for final payment (date):

Select 1 from previously approved Change
Orders No. to No. :

Substantial Completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial Completion (date): 12/15/2023

Ready for final payment (date):

Increase of this Change Order:

Substantial Completion (days):

Ready for final payment (days):

Contract Times with all approved Change Orders:

Substantial Completion (date): 06/27/2025

Ready for final payment (date):

RECOMMENDED:

By: Vaughn C. Martin
Digitally signed by Vaughn C. Martin
DN: cn=Vaughn C. Martin, o=WadeTrim,
ou,email=vmartin@wadetrim.com, c=US
Date: 2024.08.20 11:29:15 -0400
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

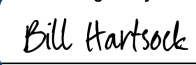
Date: _____

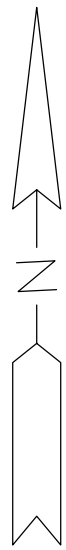
ACCEPTED:

By: Bill Hartsock
DocuSigned by:
Contractor (Authorized Signature)

Date: _____

Change Order becomes effective upon date of final signature.

WORK ORDER NO. 1					
Project: Dearborn Heights 2023 Pavement Repair Program		WT Project Number:		DHT2621-01T	8/19/2024
Contractor: Mark Anthony Contracting, Inc					
No.	Item Description	Unit	Qty	Unit Price	Cost
146	Mobilization, Change Order 1	Lump Sum	1	\$ 78,300.00	\$ 78,300.00
147	Pavement Removal	Square Yard	20,500	\$ 12.71	\$ 260,555.00
148	Storm Sewer, Remove, 12 inch or less	Foot	50	\$ 58.17	\$ 2,908.70
149	Manhole, Remove	Each	5	\$ 569.73	\$ 2,848.65
150	Catch Basin or Inlet, Remove	Each	5	\$ 304.26	\$ 1,521.30
151	Pavement, Concrete, 7 inch	Square Yard	20,500	\$ 52.58	\$ 1,077,890.00
152	Concrete Drives and Sidewalks, Remove	Square Foot	13,100	\$ 1.58	\$ 20,698.00
153	Subgrade Undercutting and 21AA Backfill	Cubic Yard	2,200	\$ 62.59	\$ 137,698.00
154	Earth Excavation	Cubic Yard	5,900	\$ 42.78	\$ 252,402.00
155	Aggregate Base Course, 21AA	Ton	6,900	\$ 26.83	\$ 185,127.00
156	Maintenance Aggregate	Ton	610	\$ 30.38	\$ 18,531.80
157	Adjust Structure	Each	72	\$ 261.89	\$ 18,856.08
158	Reconstruct Structure	Vfoot	30	\$ 209.99	\$ 6,299.70
159	Sanitary Manhole Cover	Each	8	\$ 528.85	\$ 4,230.80
160	Storm Manhole Cover	Each	18	\$ 390.56	\$ 7,030.08
161	Gate Box and Cover	Each	3	\$ 1,500.00	\$ 4,500.00
162	Gate Well Cover	Each	13	\$ 528.85	\$ 6,875.05
163	Catch Basin Cover	Each	31	\$ 307.57	\$ 9,534.67
164	Inlet Filter	Each	52	\$ 77.80	\$ 4,045.60
165	Edge Drain with Geotextile Fabric Wrap, 6 inch	Foot	11,500	\$ 13.90	\$ 159,850.00
166	Storm Sewer, 12 inch, RCP, Trench B	Foot	50	\$ 129.68	\$ 6,484.00
167	Standard Storm Manhole	Each	5	\$ 4,293.44	\$ 21,467.20
168	Standard Storm Catch Basin	Each	5	\$ 2,974.94	\$ 14,874.70
169	Standard Storm Inlet	Each	5	\$ 2,974.94	\$ 14,874.70
170	Concrete Sidewalk Ramp, ADA, 6 inch	Square Foot	6,300	\$ 11.33	\$ 71,379.00
171	Concrete Sidewalk, 4 inch	Square Foot	5,050	\$ 6.71	\$ 33,885.50
172	Concrete Drives and Sidewalk, 6 inch	Square Foot	1,200	\$ 21.84	\$ 26,208.00
173	Concrete Drives and Sidewalk, 8 inch	Square Foot	500	\$ 26.84	\$ 13,420.00
174	Restoration with 3 inches Topsoil and Nursery Sod	Square Yard	3,800	\$ 17.97	\$ 68,286.00
175	Clean and Seal Joints and Cracks, Annapolis	Lump Sum	1	\$ 357.94	\$ 357.94
176	Traffic Maintenance and Control, Annapolis	Lump Sum	1	\$ 1,600.00	\$ 1,600.00
177	Audio-Video Route Survey, Annapolis	Lump Sum	1	\$ 500.00	\$ 500.00
178	Clean and Seal Joints and Cracks, Evangeline	Lump Sum	1	\$ 357.94	\$ 357.94
179	Traffic Maintenance and Control, Evangeline	Lump Sum	1	\$ 1,600.00	\$ 1,600.00
180	Audio-Video Route Survey, Evangeline	Lump Sum	1	\$ 500.00	\$ 500.00
181	Clean and Seal Joints and Cracks, Mayfair	Lump Sum	1	\$ 357.94	\$ 357.94
182	Traffic Maintenance and Control, Mayfair	Lump Sum	1	\$ 1,600.00	\$ 1,600.00
183	Audio-Video Route Survey, Mayfair	Lump Sum	1	\$ 500.00	\$ 500.00
184	Clean and Seal Joints and Cracks, Midway	Lump Sum	1	\$ 357.94	\$ 357.94
185	Traffic Maintenance and Control, Midway	Lump Sum	1	\$ 1,600.00	\$ 1,600.00
186	Audio-Video Route Survey, Midway	Lump Sum	1	\$ 500.00	\$ 500.00
187	Clean and Seal Joints and Cracks, Syracuse	Lump Sum	1	\$ 357.94	\$ 357.94
188	Traffic Maintenance and Control, Syracuse	Lump Sum	1	\$ 1,600.00	\$ 1,600.00
189	Audio-Video Route Survey, Syracuse	Lump Sum	1	\$ 500.00	\$ 500.00
190	Inspector Days, Change Order 1	Day	150	\$ 820.00	\$ 123,000.00
				Work Order Total Cost:	\$ 2,665,871.23
Contractor		Signed by:		Date	Engineer
					
		6ECEE6707B6D457...			



Annapolis Estimated Quantities

Description	Qty Unit
Pavement Removal	5,560 Square Yard
Pavement, Concrete, 7 inch	5,560 Square Yard
Concrete Drives and Sidewalks, Remove	4,280 Square Foot
Subgrade Undercutting and 21AA Backfill	490 Cubic Yard
Earth Excavation	1,420 Cubic Yard
Aggregate Base Course, 21AA	1,770 Ton
Maintenance Aggregate	120 Ton
Adjust Structure	26 Each
Reconstruct Structure	6 VFoot
Sanitary Manhole Cover	1 Each
Storm Manhole Cover	5 Each
Gate Box	2 Each
Gate Well Cover	8 Each
Catch Basin Cover	10 Each
Inlet Filter	16 Each
Edge Drain with Geotextile Fabric Wrap, 6 inch	2,600 Foot
Storm Sewer, 12 inch, RCP, Trench B	10 Foot
Standard Storm Manhole	1 Each
Standard Storm Catch Basin	1 Each
Standard Storm Inlet	1 Each
Concrete Sidewalk Ramp, ADA, 6 inch	2,280 Square Foot
Concrete Sidewalk, 4 inch	1,600 Square Foot
Concrete Drives and Sidewalk, 6 inch	200 Square Foot
Concrete Drives and Sidewalk, 8 inch	200 Square Foot
Restoration with 3 inches Topsoil and Nursery Sod	610 Square Yard
Clean and Seal Joints and Cracks, Annapolis	1 Lump Sum
Traffic Maintenance and Control, Annapolis	1 Lump Sum
Audio-Video Route Survey, Annapolis	1 Lump Sum

25251 Northline Rd.
Taylor, MI 48180
734.947.9700
www.wadetrim.com

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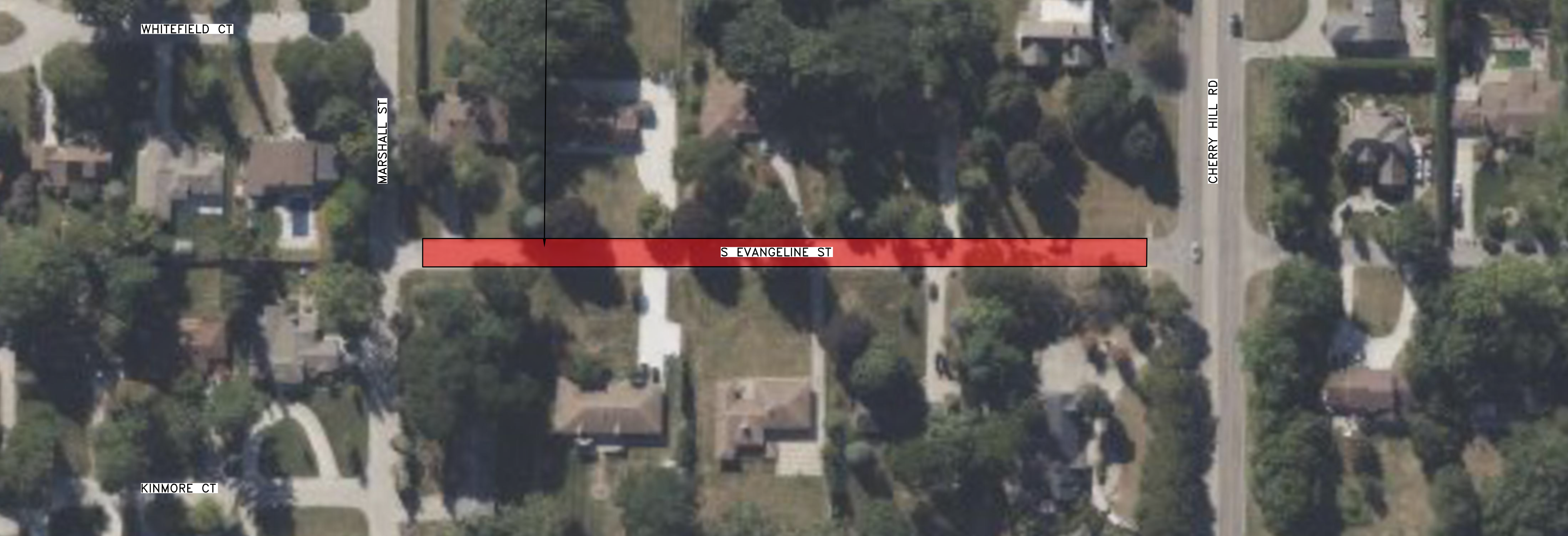
ISSUED FOR: DATE: BY:

JOB NO.
DHT2621-01T

SHEET

1

PROJECT MANAGER: V. MARTIN
C:\P\WORK\WADE-TRIM\KASPOR\01406343\CRD-PLTS-EVANGELINE.DWG
FIELD BOOK INFORMATION:
PLOTTED 8/18/2024 3:58 PM BY KASPOR, ANDY



Evangeline Estimated Quantities	
Description	Qty Unit
Pavement Removal	2,090 Square Yard
Pavement, Concrete, 7 inch	2,090 Square Yard
Concrete Drives and Sidewalks, Remove	200 Square Foot
Subgrade Undercutting and 21AA Backfill	260 Cubic Yard
Earth Excavation	610 Cubic Yard
Aggregate Base Course, 21AA	670 Ton
Maintenance Aggregate	30 Ton
Adjust Structure	5 Each
Reconstruct Structure	6 Vfoot
Storm Manhole Cover	2 Each
Gate Well Cover	1 Each
Catch Basin Cover	2 Each
Inlet Filter	4 Each
Edge Drain with Geotextile Fabric Wrap, 6 inch	1,360 Foot
Concrete Drives and Sidewalk, 6 inch	200 Square Foot
Restoration with 3 inches Topsoil and Nursery Sod	410 Square Yard
Clean and Seal Joints and Cracks, Evangeline	1 Lump Sum
Traffic Maintenance and Control, Evangeline	1 Lump Sum
Audio-Video Route Survey, Evangeline	1 Lump Sum

ISSUED FOR:

DATE:

BY:

JOB NO.

DHT2621-01T

SHEET

2

2023 ROAD PROJECT

CITY OF DEARBORN HEIGHTS
WAYNE COUNTY, MICHIGAN

2023 STREET REPAIR PROGRAM
S EVANGELINE STREET

WADE TRIM

26251 Nepheline Rd.
Taylor, MI 48180
734.947.9700
www.wadetrim.com

REV #

DATE

DESCRIPTION

BY

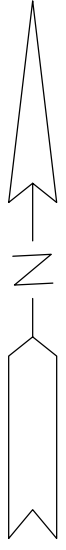
Page 643 of 690

[illegible]

-PAVEMENT REMOVAL AND REPLACEMENT AREA

MATCH LINE
SEE SHEET 5

Description	Qty	Unit
Pavement Removal	7,700	Square Yard
Pavement, Concrete, 7 inch	7,700	Square Yard
Concrete Drives and Sidewalks, Remove	5,850	Square Foot
Subgrade Undercutting and 21AA Backfill	800	Cubic Yard
Earth Excavation	2,100	Cubic Yard
Aggregate Base Course, 21AA	2,500	Ton
Maintenance Aggregate	360	Ton
Adjust Structure	29	Each
Reconstruct Structure	6	VFoot
Sanitary Manhole Cover	6	Each
Storm Manhole Cover	10	Each
Gate Well Cover	1	Each
Catch Basin Cover	11	Each
Inlet Filter	22	Each
Edge Drain with Geotextile Fabric Wrap, 6 inch	4,300	Foot
Storm Sewer, 12 inch, RCP, Trench B	10	Foot
Standard Storm Manhole	1	Each
Standard Storm Catch Basin	2	Each
Standard Storm Inlet	1	Each
Concrete Sidewalk Ramp, ADA, 6 inch	3,000	Square Foot
Concrete Sidewalk, 4 inch	2,650	Square Foot
Concrete Drives and Sidewalk, 6 inch	200	Square Foot
Restoration with 3 inches Topsoil and Nursery Sod	1640	Square Yard
Clean and Seal Joints and Cracks, Midway	1	Lump Sum
Traffic Maintenance and Control, Midway	1	Lump Sum
Audio-Video Route Survey, Midway	1	Lump Sum

[illegible]

**WAIDE
TRIM**

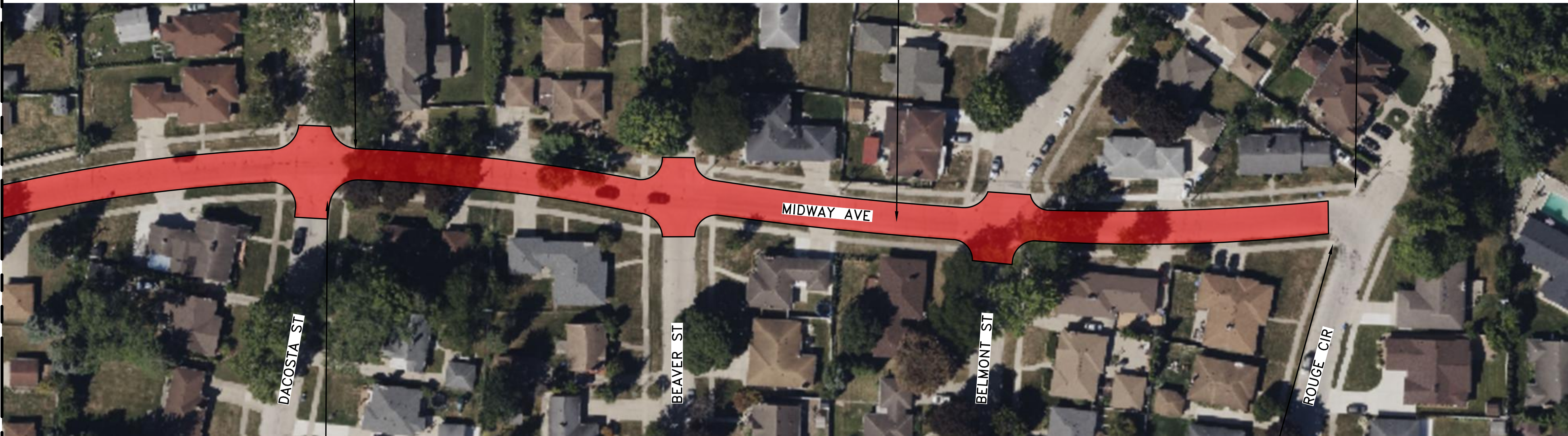
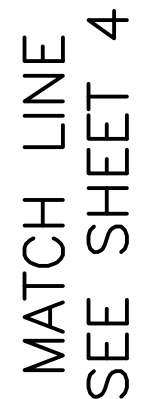
25251 Nantkings Rd.
Taylor, MI 48180
734.947.9700
www.waidefirm.com

CITY OF DEARBORN HEIGHTS
WAYNE COUNTY, MICHIGAN

2023 STREET REPAIR PROGRAM
MIDWAY AVENUE

ISSUED FOR:	DATE:	BY:
JOB NO. DHT2621-01T		
SHEET 4		

NOTE: ALL CATCH BASIN AND INLET COVERS SHALL MATCH EXISTING RESTRICTED FLOW COVERS IN KIND AS APPROVED BY THE ENGINEER



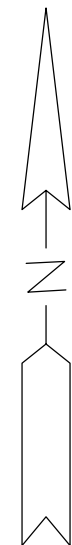
-DRAINAGE STRUCTURE RECONSTRUCT OR
REMOVE AND REPLACE AS DIRECTED BY THE ENGINEER

PAVEMENT REMOVAL AND REPLACEMENT AREA

-REMOVE AND REPLACE SIDEWALK RAMP
TO MATCH EXISTING PAVEMENT

DRAINAGE STRUCTURE RECONSTRUCT OR
REMOVE AND REPLACE AS DIRECTED BY THE ENGINEER

REMOVE AND REPLACE SIDEWALK RAMP
TO MATCH EXISTING PAVEMENT
PERMANENTLY REMOVE EB RAMP
RESTORE WITH LANDSCAPE

[illegible]

25251 Northline Rd.
Taylor, MI 48180
734.947.9700
www.wadetrim.com

**CITY OF DEARBORN HEIGHTS
WAYNE COUNTY, MICHIGAN**

2023 STREET REPAIR PROGRAM
MIDWAY AVENUE

ISSUED FOR: DATE: BY:

JOB NO.
DHT2621-01T

SHEET

5

[illegible]

**CITY OF DEARBORN HEIGHTS
WAYNE COUNTY, MICHIGAN**

©Wade Trim Group, Inc. 2023 ROAD PROJECT

Approved for the Agenda of:	APPROVED
8/27/2024	Motion No. 24-404

9.D.



Police Department

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Kevin Swope, Police Chief

DATE: August 20, 2024

RE: Police Chief Swope - WWCSOT Contract Execution

I am respectfully requesting city council to authorize the Mayor and Clerk to sign the Western Wayne County Special Operations Team Contract which was previously approved by city council on August 13th, 2024.

Attachments:

1. wwcsot mou sig
2. wwcsot signature page

FILE COPY

WESTERN WAYNE COUNTY
SPECIAL OPERATIONS TEAM



Est. 1986

Memorandum of Understanding

Canton Township
Van Buren Township
Plymouth Township
City of Wayne
City of Northville
City of Livonia
City of Plymouth
Redford Township
Garden City
Schoolcraft College
City of Romulus

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY SPECIAL OPERATIONS TEAM**

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and between the Western Wayne County Special Operations Team (WWCSOT) and the participating municipal police and fire agencies signing below. The purpose of this MOU is to establish formal framework for joint actions involving these agencies as it relates to the participation of police officers and firefighters on the Western Wayne County Special Operations Team.

SCOPE

It is evident that actions taken by criminals, political extremists, or mentally deranged individuals have a potential for increasingly violent outcomes. In the majority of cases the responsibility for the safe resolution of these activities/incidents becomes the responsibility of law enforcement. Experience has indicated that when inadequate resources and/or tactics are employed in responding to such "special threats", injury and death may unnecessarily occur among police and public safety personnel, hostages, innocent civilians, and the perpetrator. The Special Operations Team is created to provide resources and tactical support where the need is greater than the capabilities offered by standard police patrol response.

In addition, vice/narcotics raids, and the service of high risk search/arrest warrants have proven to be hazardous situations for law enforcement personnel. The situations present another type of special threat where the officers assigned may know in advance the potential for danger, but may not possess the required training, skill, and/or experience to adequately plan and conduct such operations. It is for this purpose also that the Special Operations Team is created.

AUTHORITY

This MOU is effective as of the date of signature by the chief law enforcement official of each participating agency, chief fire official of each participating agency where applicable, and the municipality's chief executive officer or their designee. It shall remain in full force and effect until all participating agencies agree to cancel it or a participating agency provides 90 days' written notice to the WWCSOT Board Chair of their intent to withdraw from the team.

BOARD

The WWCSOT oversight board shall be comprised of the chief law enforcement official or their designee from each participating agency. The board shall meet on a quarterly basis to receive updates from the team Commander and discuss the business of the team. Should an issue arise

that needs to be decided by a vote of the board, a majority vote of those in attendance shall rule. The WWCSOT Board Chair position shall rotate among the participating agencies on a two-year rotation.

ELIGIBILITY AND PARTICIPATION

Current members of the WWCSOT are: Canton Township Police and Fire Departments, City of Livonia Police and Fire Departments, City of Northville Police Department, City of Plymouth Police Department, City of Wayne Police Department, Garden City Police Department, Plymouth Township Police Department, Redford Township Police Department, Van Buren Township Police Department.

Any duly organized police agency having jurisdiction within Western Wayne County may apply for participation to the WWCSOT oversight board. Any agency entering into this agreement shall have its chief law enforcement official, chief fire official (where applicable), and the municipalities chief executive officer or their designee execute a copy of this MOU; and shall assign personnel to the unit according to the teams selection process.

PARTICIPATION FEE

Each participating agency shall be responsible for an annual participation fee due by January 31st of each year. If an agency joins in the middle of a fiscal year the participation fee shall be prorated for the remainder of the year. The participation fee will be set by majority vote of the WWCSOT oversight board at the last quarterly meeting before the preceding year based on the adopted budget.

BUDGET

The team Commander shall be responsible for preparing an annual budget and presenting it to the WWCSOT oversight board prior to December 31st of each year at the last quarterly meeting of the year. The budget will be adopted by majority vote of those in attendance at the board meeting.

PROVISIONS FOR ACTIVATION OF THE TEAM

The participating agencies which approve and enter into this MOU may request the Western Wayne County Special Operations Team assistance for all critical incidents or events occurring within their jurisdiction including but not limited to barricaded subjects, hostage situations, active shooter incidents, large scale demonstrations, dignitary protection details, or other situations as outlined by WWCSOT policy.

In the event that a participating agency is in need of assistance as set forth above, the agency shall request the activation of the team through the Van Buren Township Public Safety

Department at (734) 699-8930. The participating agency may seek technical guidance prior to making a request by contacting the team Commander or their designee per the WWCSOT policy.

COMMAND AND SUPERVISORY RESPONSIBILITY

The chief law enforcement official or the highest ranking law enforcement officer of the requesting agency shall have overall command of the incident. The WWCSOT Commander or their designee shall have command of the team and tactics deployed during the incident after consultation with the requesting agencies incident commander.

LIABILITY

Each participating agency will each remain responsible for any claims arising out of its performance of this MOU as provided by this MOU or by law. The MOU is not intended nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this MOU. The MOU is not intended to alter or increase any participating agency's liability for tort claims to other third-parties nor is it intended to be a third-party beneficiary contract; therefore, it confers no rights or third-party status on anyone other than to the parties to the MOU.

POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

WWCSOT members of each participating agency engaging in assistance outside of their jurisdictional limits, under the terms of this MOU, shall, pursuant to the provisions of the Western Wayne County Police Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as a sworn police officer operating within their jurisdiction. Firefighter/Paramedics assigned to the team shall operate under the Wayne County Medical Control Authority commensurate with their licensure level.

Each participating agency agrees to furnish assigned members with the required equipment and training as outlined by WWCSOT policy and must bear the cost of maintenance and lost or damaged equipment that occurs during normal use.

Each participating agency shall compensate its WWCSOT members during the time they are rendering assistance during an activation including compensation due to injury or death.

The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an WWCSOT member of a participating agency when performing the member's duties within the jurisdictional limits of the member's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties outside the jurisdictional limits of the member's agency under the provisions of this MOU.

COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a WWCSOT response as promulgated by this MOU, the chief law enforcement official or their designee of the requesting agency shall be responsible for the documentation of the complaint to determine the following:

- The identity and contact information of the complainant.
- The specific facts of the complaint.
- The identity (if known) of the member/employee/officer accused in the complaint.

If it is determined that the complaint concerns the actions of the WWCSOT or a team member(s), the above information, with all documentation gathered during the receipt of the complaint, shall be forwarded to the WWCSOT Commander for review and investigation. Violations of a criminal nature shall be investigated in accordance with the requesting agency's internal policy. If the requesting agency does not have an internal policy addressing the investigation of criminal complaints, the complaint shall be investigated by the Michigan State Police.

Any officer involved shooting that occurs during the deployment of the WWCSOT will be investigated in accordance with the requesting agencies internal policy. If the requesting agency does not have an internal policy addressing these types of investigations the incident shall be investigated by the Michigan State Police.

MISCELLANEOUS

No failure by a party to insist upon the strict performance of any term of this MOU or to exercise any term after a breach affects or alters this MOU, but every term of this MOU remains effective with respect to any other then existing or subsequent breach.

If any provision of this MOU or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the MOU, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

This MOU, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan.

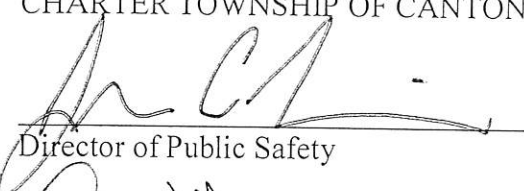
There are no other agreements, written or oral, between these parties arising out of the same subject matter. Any changes or modifications to the Agreement shall be in writing and executed by authorized agents for each party.

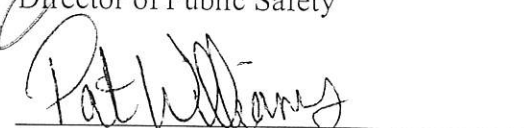
CANCELLATION

A participating agency may cancel their participation in this MOU by notifying the WWCSOT Board Chair with 90 days' written notice of their intent to withdraw from the team and this agreement.

MUNICIPALITY SIGNATURES

CHARTER TOWNSHIP OF CANTON


Director of Public Safety


Township Supervisor

9-12-2017
Date

CITY OF LIVONIA


Chief of Police

N. A. Kelly
Fire Chief

Jennie K. White
Mayor

Susan M. Nae
City Clerk

11-16-17
Date

CHARTER TOWNSHIP OF PLYMOUTH

Thomas J. Vichler 9-26-17
Chief of Police

Kurt Sch...
Township Supervisor

9/26/17
Date

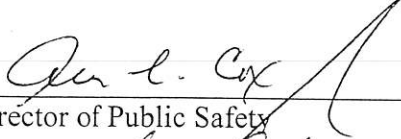
CHARTER TOWNSHIP OF REDFORD

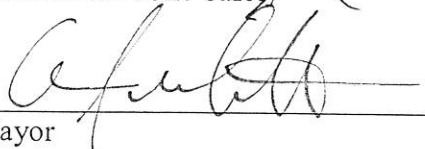
Jim Pall
Chief of Police

Grace Schmitt Kobayashi
Township Supervisor

9/28/17
Date

CITY OF PLYMOUTH


Director of Public Safety


Mayor

9/5/17
Date

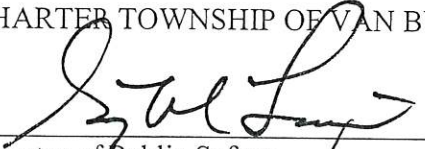
GARDEN CITY


Chief of Police (Acting)


Mayor Acting City Manager

9/11/17
Date

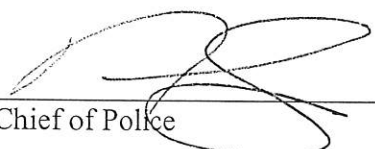
CHARTER TOWNSHIP OF VAN BUREN


Director of Public Safety


Township Supervisor

9/19/2017
Date

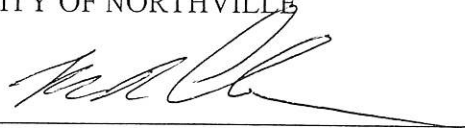
CITY OF WAYNE


Chief of Police


Mayor

10/12/17
Date

CITY OF NORTHVILLE


Chief of Police


Mayor

Date

SIGNATURE PAGE ADDENDUM
Agencies Joining WWCSOT After December 31, 2017

Schoolcraft College Police Department



Chief of Police

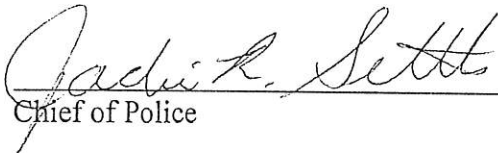


College President

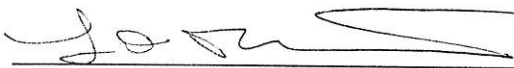
3/1/2018

Date

Romulus Police Department



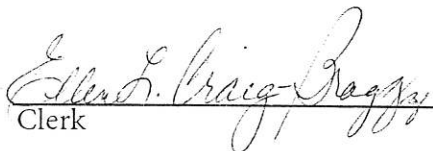
Chief of Police



Mayor

3-27-18

Date



Clerk

3/27/2018

Date

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY SPECIAL OPERATIONS TEAM**

MEMORANDUM OF UNDERSTANDING – ADDENDUM

Special Operations Team Membership Requirements:

Each member community with an official population less than 40,000 persons shall appoint a minimum of one (1) member to the Western Wayne County Special Operations Team (WWCSOT). Each member community with a population of 40,000 persons or greater shall appoint not less than two (2) members to the WWCSOT. Community population will be based upon the last US Census numbers published by the Southeast Michigan Council of Governments (SEMCOG). Any member community that fails to meet this obligation for a period of ninety (90) consecutive days in any calendar year may be subject to an assessment of \$2,500 per required member, as determined by the WWCSOT Board. The calendar year shall be from January 1st to December 31st of each year. Member communities who appoint a member to the team and they fail to attend one of the first two (2) consecutive trainings will be considered non-participatory and subject to the \$2,500 assessment. Prior to any assessment, a Board Review of the circumstances surrounding the deficit of required assigned members may be requested by the agency Chief/Director. The WWCSOT Board may at its discretion choose to take other appropriate action. The provision for this assessment does not relinquish or reduce an agency's minimum member commitment. The assignment and/or removal of members to the WWCSOT must be in written form to the WWCSOT Board Chair and Team Commander prior to the effective day of the action. Member communities may elect to assign additional member(s) with approval of the Team Commander.

The minimum training and experience qualifications for appointment to the WWCSOT are: Each member shall be a certified police officer or firefighter/paramedic in good standing with their home agency and the State of Michigan, and not less than 2 years of seniority/experience. Further, Operators and TEMS firefighter/paramedics will be required to attend the WWCSOT SWAT School within 1 year of appointment. Any exceptions to the minimum training requirements must be approved by the Team Commander.

Special Operations Member Participation Requirements:

It is expected that each member attend their bi-monthly training sessions and respond to all incidents in which they are requested.

Each team member shall be released from duty or compensated for all required team responses and training. It is expected that team members attend 100% of all training sessions. All absences shall require prior (when possible) written notification to the Team Commander and their agency Chief/Director. Expected extended absences due to injury or other reasons shall be reported to the Team Commander in advance.

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY SPECIAL OPERATIONS TEAM**

MEMORANDUM OF UNDERSTANDING – ADDENDUM

The status of member agencies whose required members miss three (3) training sessions within the calendar year will be reviewed by the WWCSOT Board. Upon six (6) missed training sessions within the calendar year, the WWCSOT Board Chair and Team Commander will consult with the agency Chief/Director. The calendar year shall be considered January 1st through December 31st of each year. Departments whose member's status becomes *Inactive*, due to absenteeism, may be subject to an assessment of \$450 per member per training session, until they are reinstated to *Active* status. The WWCSOT Board will review the circumstances pertaining to the absences and recommend the appropriate action to be taken.

Requests from Non-Participating Communities:

Any WWCSOT activation requests from a non-participating community must receive authorization for response from the WWCSOT Board Chair. In the event a non-participating agency requests a response from the WWCSOT, the Team Commander or his designee will evaluate the request to ensure it meets the requirements of a team activation. The Team Commander will consult with the Board Chair for authorization to activate the team.

If it is determined that the non-participating agency's request warrants a team response the requesting community shall be responsible for a \$15,000 activation fee and all costs associated with the activation including, but not limited to, personnel overtime (including fringe benefits), equipment, fuel, any and all damages incurred during the operation, and any other costs as deemed necessary during the incident by the Team Commander. The requesting community's Chief Executive Officer or Elected Leader must acknowledge and agree to the payment terms prior to the WWCSOT deploying resources to the incident.

These costs will be invoiced to the requesting community within 90 days of the incident unless there are extenuating circumstances. The requesting community will have 90 days to submit payment to the team.

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY SPECIAL OPERATIONS TEAM
MEMORANDUM OF UNDERSTANDING – ADDENDUM
MUNICIPALITY SIGNATURES**

CHARTER TOWNSHIP OF CANTON



Director of Public Safety



Township Supervisor

9-10-2018

Date

CHARTER TOWNSHIP OF PLYMOUTH



Chief of Police

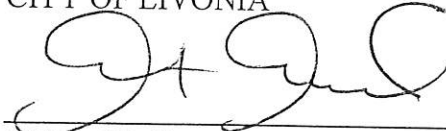


Township Supervisor

10/22/18

Date

CITY OF LIVONIA



Chief of Police

Not a Ky D.C. for chief

Fire Chief

Dennis K Wright

Mayor



City Clerk

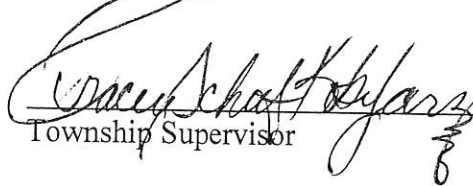
11-15-18

Date

CHARTER TOWNSHIP OF REDFORD



Chief of Police



Township Supervisor

10-10-2018

Date

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY SPECIAL OPERATIONS TEAM
MEMORANDUM OF UNDERSTANDING – ADDENDUM
MUNICIPALITY SIGNATURES**

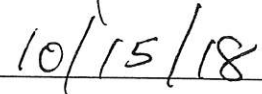
CITY OF PLYMOUTH



Director of Public Safety

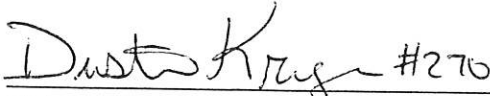


Mayor



Date

CITY OF NORTHVILLE

 #270 9-18-18

Chief of Police



Mayor



Date

CHARTER TOWNSHIP OF VAN BUREN



Director of Public Safety



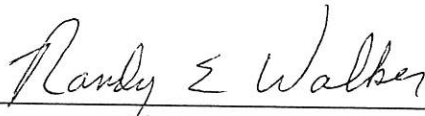
Township Supervisor

Date

GARDEN CITY



Chief of Police

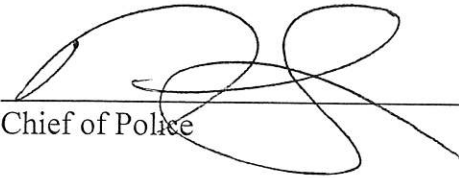


Mayor

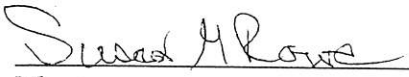
Date

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY SPECIAL OPERATIONS TEAM
MEMORANDUM OF UNDERSTANDING – ADDENDUM
MUNICIPALITY SIGNATURES**

CITY OF WAYNE



Chief of Police

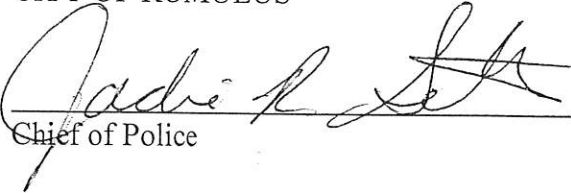


Mayor

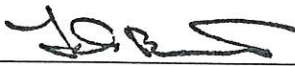


Date

CITY OF ROMULUS



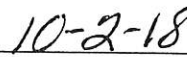
Chief of Police



Mayor

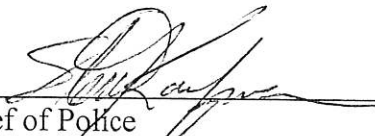


City Clerk



Date

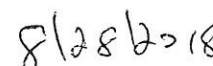
SCHOOLCRAFT COLLEGE



Chief of Police



College President



Date

**STATE OF MICHIGAN
COUNTY OF WAYNE
WESTERN WAYNE COUNTY SPECIAL OPERATIONS TEAM
MUNICIPALITY SIGNATURES**

CITY OF DEARBORN HEIGHTS

Chief of Police

Date

Mayor

Date

City Clerk

Date

Approved for the Agenda of:	APPROVED
8/27/2024	Motion No. 24-045

11.A.



Treasurer's Office

TO: Honorable City Council Members

FROM: Lisa Hicks-Clayton, Treasurer

DATE: August 21, 2024

RE: Treasurer Hicks-Clayton - Resolution to Address the Collection of Payments or Refunds on Taxes Under or Over \$10.00

SEE ATTACHED

Attachments:

1. over under resolution 2024

**CITY OF DEARBORN HEIGHTS
WAYNE COUNTY, MICHIGAN**

**RESOLUTION TO ADDRESS THE COLLECTION OF PAYMENTS
OR REFUNDS ON TAXES UNDER/OVER \$10.00**

WHEREAS, The General Property Tax Act P.A. 206 of 1893 (as amended) requires the Treasurer of City of Dearborn Heights to collect Real and Personal Property Taxes.

WHEREAS, many taxpayers and Mortgage Companies, etc. pay their taxes by personal or bank check via U.S. Postal Service, as well as online bank payments.

WHEREAS, on several occasions, the Treasurer has received checks for an incorrect amount, both deficient and in excess of the amount due.

WHEREAS, this has resulted in refund checks totaling less than \$10.00 and/or a request to the taxpayer to submit the balance due, often amounting to less than \$10.00

WHEREAS, Wayne County Treasurers Office will not accept any amount \$10.00 and under to be turned over delinquent each year and must be written off.

THEREFORE BE IT RESOLVED, that the City of Dearborn Heights Treasurer will not request a secondary payment due of any tax amounts totaling \$10.00 or less once the primary payment has been received and the overpayment will automatically go into our over/short account from the BSA software over/under threshold, and if requested by the payee, will be returned. The Treasurer shall reimburse the payee for any overpayment equal or greater than \$10.01. However, repetitive short/ over payments by the same tax payer will receive notification for payment.

BE IT ALSO RESOLVED, that the City of Dearborn Heights City Council approves the underpayments within \$10.00 or less to be taken from the over/short account, which is handled automatically from the BSA software over/under threshold, payment will post as paid in full, but only after the last day to pay taxes prior to going delinquent each year.

CERTIFICATION

I, the undersigned duly qualified Clerk of City of Dearborn Heights, Wayne County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Dearborn Heights, County of Wayne, Michigan at a regular meeting held on 2024 at 6:00 PM prevailing Eastern Time and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976.

And that the following Members were absent:

A motion to adopt the foregoing resolution was made by _____ and seconded by _____.

A vote on the foregoing resolution was as follows:

Yes:

No:

Resolution Declared:

Lynne Senia, Clerk

Date

Approved for the Agenda of:	APPROVED
8/27/2024	Motion No. 24-406

11.B.



City Council

TO: Honorable City Council Members

DATE: August 22, 2024

RE: Councilman Saab - Amendment to the Resolution Regarding GPS Installation Requirement for City Vehicles

I move to amend Motion 24-335 to exclude the requirement for GPS tracking on vehicles assigned to Dearborn Heights Fire Department inspectors and investigators who are authorized to take department vehicles home. This amendment aligns the policy with the existing exemption granted to investigative personnel of the Dearborn Heights Police Department under the original motion.

Attachments:

None

Approved for the Agenda of:	TABLED
8/27/2024	Motion No. 24-407

11.C.



City Council

TO: Honorable City Council Members

DATE: August 22, 2024

RE: Councilman Saab - Resolution Regarding Budget Amendment to Remove Vacant Position within the Police Department

ADDITIONAL DETAIL WILL BE PUBLISHED WHEN PROVIDED TO THE CLERK'S OFFICE

Attachments:

None

CITY OF DEARBORN HEIGHTS APPLICATION FOR TEMPORARY FOOD TRUCK/TENT/CART LICENSE APPLICATION

NAME OF APPLICANT Mohamad SroufBUSINESS NAME Hot Wheels Grill PHONE # (313) 729-7000LOCATION WITHIN THE CITY (ADDRESS & ZIP CODE) Parcel ID: 33005 01 0549 000 ZIP CODE: 48127TYPE OF VEHICLE TO BE USED Food Truck VEHICLE PLATE # E879181
(if applicable) (if applicable)

HAS THE ABOVE PERSON EVER BEEN CONVICTED OF:

A FELONY: YES _____ NO X A MISDEMEANOR: YES _____ NO X

IF YES, BRIEFLY STATE REASON (S) _____

The applicant voluntarily and knowingly is signing this application with full admission and acknowledgment that operating the food truck and/or tent is not in violation of any terms or conditions of probation or parole, if applicable, and is signing under pains and penalties of perjury.

SIGNATURE: [Signature]DATE: 08/07/2024**FOR CLERK'S OFFICE USE ONLY****BACKGROUND CHECK:**APPROVED BY: G. Semeniuk

DISAPPROVED BY: _____

DATE: 08/07/24 DEPARTMENT REMARKS: _____**PLEASE SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS**

CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127
Phone : 313-791-3410

Received From:
SROURS GRILL LLC DBA HOT WHEELS GRILL
MOH. MAD SROUR
Date: 08/07/2024 Time: 12:37:55 PM
Posting Date: 08/07/2024
Receipt: 1106074
Cashier: sweeklv

ITEM REFERENCE	AMOUNT
BL BUSINESS LICENSING	
00014573	\$150.00
SUB-TOTAL	\$150.00

Total Tendered: \$150.00
ORDER #: 160730346
Credit Card Type MasterCard
CC Processing Fee \$4.50
GENERAL FUND CC XXXXXXXXXXXX3566
Grand Total: \$154.50

Change: \$0.00

Signature

Invoice #:	License #:	License Type:	Application Date:	Expiration Date:
00014573	BL-24-000013886	BUSINESS LICENSE	08/07/2024	02/09/2025

Fee Items	Amount
TRANSIENT MERCHANT 180 DAYS 150.00	\$150.00

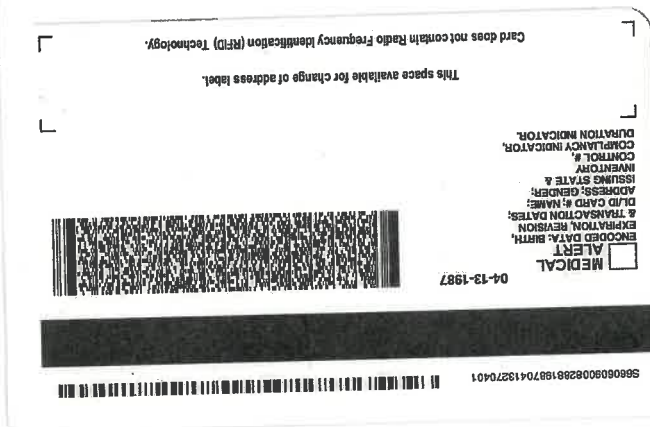
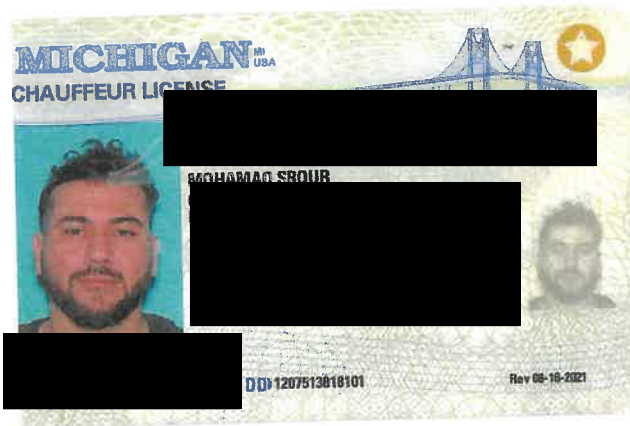
PAID
CITY OF DEARBORN HEIGHTS
AUG 07 2024

BY _____ CK # _____

Billing/Invoice Date: 08/07/2024
Total Due: \$150.00

SROURS GRILL LLC DBA HOT WHEELS GRILL





Information Provided

Name : Mohamed Sreng
Date of Birth : [REDACTED]
Gender : [REDACTED]
Race : [REDACTED]
Reason : Licensing
Amount Paid : \$10.00
Order Date : 5/19/2024 7:52:32 PM
Miscellaneous No :

A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.

DATE PRINTED:5/19/2024

Page 1

ADDRESS: Warren
 Ding 2467W-10

CITY OF DEARBORN HEIGHTS / ELECTRICAL PERMIT APPLICATION

Department of Building and Engineering

6043 Fenton Ave., Dearborn Heights, MI 48127

PHONE #: 313-791-3470 / building.dept@dearheightsmi.gov

Applicant is: ☒ CONTRACTOR ☐ OR HOMEOWNER

Address of Work: 6925 H. Stoney Ln 33-005-01-0549-00

Homeowner: Mohamad Srour

Contractor Business Name: Hot Wheels Grill

Licenseholder / Applicant Name: Mohamad Srour



DATE: 7/11/2024
 EMAIL: [REDACTED]
 PHONE #: [REDACTED]
 PHONE #: [REDACTED]

SIGNATURE: [REDACTED]

FIXTURES	FEE	NO.	TOTAL	FIXTURES	FEE	NO.
BASE FEE	\$60.00	1	\$60.00	GENERATOR: INCLUDE KW	\$35	
100 AMP SERVICE	\$40			LOW VOLTAGE / ALARM INSTALLATION	\$50	
101 TO 200 AMP SERVICE	\$60			MINOR WIRING	\$30	
OVER 200 AMP PRIMARY SERVICE	\$70			MOTORS / FRACTIONAL H.P.	\$30	
1 - 25 LIGHT FIXTURES / SOCKETS	\$35			NEON LIGHTS (PER 25')	\$30	
ADDITIONAL SET OF LIGHT FIXTURES / SOCKETS	\$25			POOL / SPA	\$30	
AC / IAC / FURNACE (CIRCLE ONE)	\$30			SERVICE CABLE: TOP - BOTTOM - RISE - METER	\$40	
ADDITIONAL INSPECTIONS	\$50			SIGN CONNECTION (EACH SIGN)	\$40	
CARNIVAL / FESTIVAL / OUTDOOR EVENT / FOOD TRUCK	\$120	1	120-	SOLAR PANEL SERVICE	\$50	
CIRCUITS	\$20			SPACE HEAT / RANGES / OVEN (EACH)	\$20	
DISHWASHER	\$20			TEMP SERVICE WITH ROUGH INSPECTION	\$30	
ELECTRIC CAR CHARGER	\$35			WATER HEATER	\$30	
FIRE ALARMS (COMMERCIAL - PER 5)	\$65					
GARBAGE DISPOSAL	\$20			TOTAL PERMIT FEE:		180

Section 23A of the State Construction Code Act of 1972, Act No. 230 of the Public Act of 1972, being Section 125.1523A of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential structure. Violators of Sec. 23A are subject to civil fines.

"ALL PERMITS MAILED IN BY CONTRACTORS MUST INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE FOR THE PERMIT TO BE MAILED TO YOU."

\$75 FEE: MISSED INSPECTION / RE-INSPECTION / ADD'L INSPECTION AFTER PERMIT ISSUED

EFFECTIVE: 12/1/2023

CITY OF DEARBORN HEIGHTS

Department of Building and Engineering
6045 Fenton • Dearborn Heights, MI 48127
313-791-3470

DATE 7/15/24 CLERK IC

NAME Mohamed Sraoui

QUAN.	DESCRIPTION / ADDRESS	AMOUNT
	BUILDING	
	PLUMBING	
<u>1</u>	ELECTRICAL	<u>180 -</u>
	HEATING	
	REFRIG.	
	SIGN	
	DEMO	
	UTILITY / DISRUPT.	
	FIRE SUPPRESS.	
	FOOD TRUCK	
	SIDEWALK / CURB / APPR.	
	PLAN REVIEW ☐ REGIS. ☐	
	PC ☐ ZBA ☐ DEMO ☐	
	MISC. RENTAL REGIS.	
	C/O: RES. ☐ COMM'L ☐ RENTAL ☐	
	VACANT OCCUPIED	
	DATE TIME	
	JOB ADDRESS: <u>3320 Fenton St</u>	
		<u>180 -</u>

No. 225378

CITY OF DEARBORN HEIGHTS

DEPARTMENT OF BUILDING and ENGINEERING

6045 Fenton — Dearborn Heights, MI 48127 — 277-7306

BOND APPLICATION

No. 5428
8/24/23

DATE

LOCATION

24607 Warren Ave (chg. to 33-005-017-0549-000)
CODE 2491

LOT NO. & SUBDIVISION

NAME

Monopad

ADDRESS

24607 W Warren

TYPE OF BOND

Cash - Clean Up

AMOUNT OF BOND \$

500.-

BOND WILL BE FORFEITED (2) YEARS FROM DATE OF ISSUE IF ITEMS OUTSTANDING.

RECEIPT NO.

DISPOSITION OF BOND AS FOLLOWS:

CITY OF DEARBORN HEIGHTS	AMOUNT	RECEIPT NO.	POSTING DATE	REF STREET NO.

FORM NO. 48-1013

ORIGINAL

RECORDED

Dearborn Heights, MI

M & CATHERINE M

Silvery Line

OK
7/25/11
Eric White

H, M. -
(RUST)

60'

93'

P

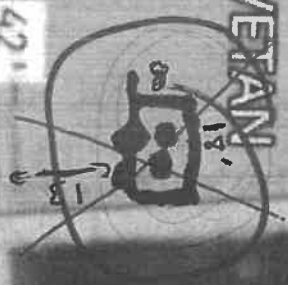
DEARBORN HEIGHTS
PROFESSIONAL CENTER

MARKOVSKI, CVETAN

20'

9'

42'



Special Transitory Food Unit

SST4063354454

Oakland
County

Hot wheels

Gn11

Expires:
April 30,
2025

Michigan Department of Agriculture & Rural Development

25032 Investment, LLC
(313)525-1113

July 11th, 2024

To Whom It May Concern;

In my official capacity as the President of 25032 Investment, LLC. I Nemer Hamad hereby grant authorization to Mohamad Sour, who serves as the President of Sour's Grill LLC, to establish the operation and parking of their food truck at the designated location, as outlines below:

Location: Parcel # 33 005 01 0549 000

This authorization is subject to compliance with any applicable local ordinances, regulations, and policies governing the operation of food trucks at the specified location. The terms of this authorization are effective as of the date of issuance and shall remain in effect until further notice or revocation.

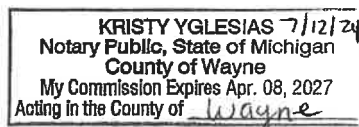
Please ensure that all activates carried out under this authorization are conducted in a manner that reflects positively on both entities and preserves the interests of the respective organizations.

Sincerely,

Nemer Hamad, President
25032 Investment, LLC

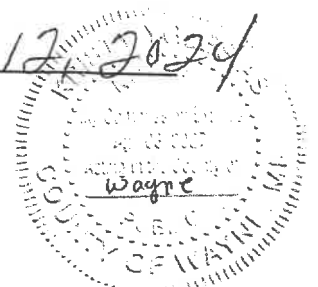
Nemer Hamad Signature: [Signature] Date: 7-12-2024

Mohamad Sour Signature: [Signature] Date: 7-12-2024



Notary Public: Kristy Yglesias Date: July 12, 2024

Notary Public Signature: [Signature]





CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
08/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME:		
	PHONE (A/C, No, Ext): 844-357-0403	FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com		
	PRODUCER CUSTOMER ID:		
INSURED srouns grill llc DBA Hot Wheel's Grill 	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hiscox Insurance Company Inc.		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☐	PROPERTY	P102.088.535.1	08/23/2023	08/23/2024	☐ BUILDING	\$
	☐	CAUSES OF LOSS				☒ PERSONAL PROPERTY	\$ 10,000
	☐	DEDUCTIBLES				☐ BUSINESS INCOME	\$
	☐	BASIC				☐ EXTRA EXPENSE	\$
	☐	BUILDING				☐ RENTAL VALUE	\$
	☐	BROAD				☐ BLANKET BUILDING	\$
	☒	SPECIAL				☐ BLANKET PERS PROP	\$
	☐	CONTENTS				☐ BLANKET BLDG & PP	\$
	☐	\$ 500					\$
	☐	EARTHQUAKE					\$
	☐	WIND	TYPE OF POLICY				\$
	☐	FLOOD					\$
	☐						\$
	☐						\$
	☐	INLAND MARINE	POLICY NUMBER				\$
	☐	CAUSES OF LOSS					\$
	☐	NAMED PERILS					\$
	☐						\$
	☐	CRIME	TYPE OF POLICY				\$
	☐						\$
	☐						\$
	☐						\$
	☐	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
	☐						\$
	☐						\$
	☐						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
--	--	------------------------

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			P102.088.535.1	08/23/2023	08/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF DEARBORN HEIGHTS APPLICATION FOR TEMPORARY FOOD TRUCK/TENT/CART LICENSE APPLICATION

NAME OF APPLICANT Mohamed Daba'sBUSINESS NAME Elsayed meats on the go PHONE # 313-463-0437LOCATION WITHIN THE CITY (ADDRESS & ZIP CODE) 2624 Ford Rd 48127

TYPE OF VEHICLE TO BE USED _____ (if applicable) VEHICLE PLATE # _____ (if applicable)

HAS THE ABOVE PERSON EVER BEEN CONVICTED OF:

A FELONY: YES _____ NO ☒ A MISDEMEANOR: YES _____ NO ☒

IF YES, BRIEFLY STATE REASON (S) _____

The applicant voluntarily and knowingly is signing this application with full admission and acknowledgment that operating the food truck and/or tent is not in violation of any terms or conditions of probation or parole, if applicable, and is signing under pains and penalties of perjury.

SIGNATURE: DATE: 7/22/24**FOR CLERK'S OFFICE USE ONLY**

BACKGROUND CHECK:

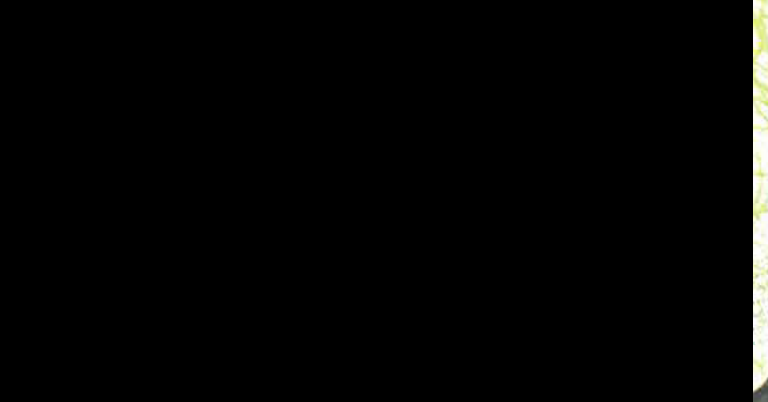
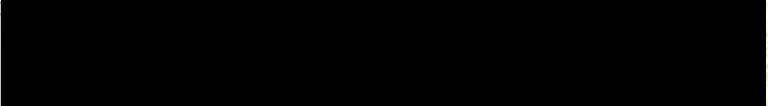
APPROVED BY: G. Semeaish DISSAPPROVED BY: _____DATE: 8-22-24 DEPARTMENT REMARKS: _____**PLEASE SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS**

MICHIGAN MI
USA

DRIVER LICENSE



MOHAMAD IMAD DABAJA



Mohamad Dabaja

Information Provided

Name : Mohamad Dabaja
Date of Birth : [REDACTED]
Gender : [REDACTED]
Race : [REDACTED]
Reason : Licensing
Amount Paid : \$10.00
Order Date : 8/22/2024 10:09:47 AM
Miscellaneous No :

Based on the information provided, the following is a result of a search of the Michigan State Police criminal history files as of 8/22/2024 10:09:47 AM:

Important: Information Contained in this Record

THE RECORD RESULT PROVIDED IS BASED ON A DATA MATCH AS EXPLAINED ON THE ICHAT HOME PAGE. THE ICHAT SYSTEM HAS LIMITATIONS THAT MAY CAUSE FALSE POSITIVES OR FALSE NEGATIVES. PLEASE REVIEW THE RESULTS CAREFULLY AND DO NOT TAKE ADVERSE ACTION BASED SOLELY ON THIS RECORD. IF YOU CANNOT DETERMINE THESE RESULTS DO NOT BELONG TO THIS INDIVIDUAL, AND THE INDIVIDUAL IS DISPUTING THE RECORD, PLEASE PROVIDE THAT INDIVIDUAL WITH A COPY OF THIS REPORT AND OFFER THAT INDIVIDUAL THE OPPORTUNITY TO PERFORM A RECORD CHALLENGE BY SUBMITTING FINGERPRINTS. THE PROCEDURES ARE EXPLAINED AT THE BOTTOM OF THIS PAGE. SINCE ARREST CONVICTIONS, OR CRIMINAL RECORD DELETIONS MAY OCCUR AT ANY TIME, DO NOT USE THIS INFORMATION FOR FUTURE CLEARANCES.



PROCEDURES FOR CORRECTING A RECORD

THE STEPS FOR CORRECTING A MISTAKEN OR INACCURATE RECORD ARE AS FOLLOWS:

1. WRONG PERSON - RECORDS THAT DO NOT BELONG TO THE INDIVIDUAL WHOSE NAME HAS BEEN SEARCHED

- IF THE INDIVIDUAL BELIEVES THAT THE RECORD DOES NOT BELONG TO HIM OR HER, THE INDIVIDUAL SHOULD GO TO THE NEAREST LAW ENFORCEMENT AGENCY AND REQUEST TO BE FINGERPRINTED ON A STATE APPLICANT FINGERPRINT CARD FOR THE PURPOSES OF "RECORD CHALLENGE"; CALL AHEAD TO VERIFY FEES AND/OR SERVICE HOURS. THERE IS NO CHARGE FOR SUCH FINGERPRINTING IF IT IS DONE AT A MICHIGAN STATE POLICE POST.
- THIS CARD SHOULD BE MAILED TO THE CRIMINAL JUSTICE INFORMATION CENTER WITH A COPY OF THIS RECORD AND A LETTER REQUESTING THE CRIMINAL JUSTICE INFORMATION CENTER TO VERIFY THAT THE ENCLOSED CRIMINAL RECORD DOES NOT BELONG TO HIM/HER. THERE IS NO FEE. THE ADDRESS IS:

MICHIGAN STATE POLICE -- CJIC
ATTN: RECORD CHALLENGE
P.O. BOX 30634
LANSING, MI 48909

2. RIGHT PERSON - INACCURATE, INCOMPLETE, OR OUT-OF-DATE INFORMATION

- SOMETIMES RECORDS CONTAIN REPORTING ERRORS. FOR EXAMPLE, THE NATURE OR DATE OF THE CONVICTION WAS REPORTED INCORRECTLY, OR THE RECORD CONTAINS A CONVICTION THAT SHOULD HAVE BEEN REMOVED FROM THE RECORD.
- IN SUCH CASES THE INDIVIDUAL SHOULD OBTAIN CERTIFIED COPIES OF THE COURT JUDGEMENT OR OTHER DOCUMENTS WHICH SHOW THAT THE INFORMATION CONTAINED ON THE CRIMINAL RECORD IS INCORRECT. IF THE PROOF PROVIDED IS SATISFACTORY, THE MICHIGAN STATE POLICE WILL MODIFY THE RECORD ACCORDINGLY. YOU MAY SEND THE DOCUMENTS TO:

MICHIGAN STATE POLICE -- CJIC
ATTN: CRIMINAL HISTORY RECORD CORRECTION
P.O. BOX 30634
LANSING, MI 48909

MICHIGAN CRIMINAL HISTORY RECORD INFORMATION MEETING DISSEMINATION CRITERIA
FOR SID: 5414964M AS OF 08/22/2024

NAM: DABAJA, MOHAMAD IMAD SID: 5414964M
RAC: W SEX: M DOB: 01/07/1999
HGT: 511 WGT: 165 HAI: BRO
EYE: BRO POB: MI MNO:

CIZ:

ADDITIONAL IDENTIFIERS AND COMMENTS:

TCN/OCA: R4191410200/19-28020 INCIDENT DATE: 05/21/2019
NAME USED: DABAJA, MOHAMAD IMAD

ARREST SEGMENT	: CHARGE SEGMENT	: JUDICIAL SEGMENT
DATE: 05/21/2019	: NO DATA RECEIVED	: NO DATA RECEIVED
MIB234300	:	:
DEARBORN POLICE	:	:
DEPARTMENT	:	:
OCA: 19-28020	:	:
1 CNT OF 5400	:	:
ORDINANCE VIOL	:	:
TRAFFIC OFFENSE	:	:
DISP: WARRANT REQUESTED	:	:

DISSEMINATION OF CRIMINAL HISTORY RECORD INFORMATION (CHRI) VIA THE INTERNET
CRIMINAL HISTORY ACCESS TOOL IS IN COMPLIANCE WITH MICHIGAN COMPILED LAW
(MCL) 28.242a, WHICH STATES THAT ALL CHRI THAT IS SUPPORTED BY BIOMETRIC DATA
SHALL BE DISSEMINATED IN RESPONSE TO A NAME-BASED SEARCH OF THE CHRI DATABASE,
UNLESS THE CHRI IS NONPUBLIC (AS DEFINED BY MCL 769.16a) OR OTHERWISE
PROHIBITED BY LAW FROM BEING DISSEMINATED.
PURPOSE CODE USED NOT FORWARDED TO NCIC III
END MSG.
</MESSAGE DATA>

CITY OF DEARBORN HEIGHTS / ELECTRICAL PERMIT APPLICATION

Department of Building and Engineering
6045 Fenton Ave., Dearborn Heights, MI 48127

PHONE #: 313-791-3470 / building

Applicant is: CONTRACTOR _____ OR HOMEOWNER _____

Address of Work: Elisabet Avenue 50 26024 Ford Rd 48127

Homeowner: _____

Contractor Business Name: _____

Licenseholder / Applicant Name: _____

SIGNATURE: _____

FIXTURES	FEE	NO.	TOTAL	FIXTURES	FEE	NO.	TOTAL
BASE FEE	\$60.00	1	\$60.00	GENERATOR : INCLUDE KW	\$35		
100 AMP SERVICE	\$40			LOW VOLTAGE / ALARM INSTALLATION	\$50		
101 TO 200 AMP SERVICE	\$60			MINOR WIRING	\$30		
OVER 200 AMP PRIMARY SERVICE	\$70			MOTORS / FRACTIONAL H.P.	\$30		
1 - 25 LIGHT FIXTURES / SOCKETS	\$35			NEON LIGHTS (PER 25')	\$30		
ADDITIONAL SET OF LIGHT FIXTURES/ SOCKETS	\$25			POOL / SPA	\$30		
AC / IAC / FURNACE (CIRCLE ONE)	\$30			SERVICE CABLE: TOP - BOTTOM - RISE - METER	\$40		
ADDITIONAL INSPECTIONS	\$50			SIGN CONNECTION (EACH SIGN)	\$40		
CARNIVAL / FESTIVAL / OUTDOOR EVENT / FOOD TRUCK	\$120	1	\$120.00	SOLAR PANEL SERVICE	\$50		
CIRCUITS	\$20			SPACE HEAT / RANGES / OVEN (EACH)	\$20		
DISHWASHER	\$20			TEMP SERVICE WITH ROUGH INSPECTION	\$50		
ELECTRIC CAR CHARGER	\$35			WATER HEATER	\$30		
FIRE ALARMS (COMMERCIAL - PER 5)	\$65						
GARBAGE DISPOSAL	\$20			TOTAL PERMIT FEE:			\$180

Section 23A of the State Construction Code Act of 1972, Act No. 230 of the Public Act of 1972, being Section 125.1523A of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential structure. Violators of Sec. 23A are subject to civil fines.

****ALL PERMITS MAILED IN BY CONTRACTORS MUST INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE FOR THE PERMIT TO BE MAILED TO YOU.**

\$75 FEE: MISSED INSPECTION / RE-INSPECTION / ADDT'L INSPECTION AFTER PERMIT ISSUED

EFFECTIVE: 12/1/2023

CITY OF DEARBORN HEIGHTS

Department of Building and Engineering
6045 Fenton • Dearborn Heights, MI 48127
313-791-3470

DATE

8/8/24 CLERK JC

NAME

El Sayed Ments / Mohamed L. Ments

QUAN.	DESCRIPTION / ADDRESS	AMOUNT
	BUILDING	
	PLUMBING	
1	ELECTRICAL	180
	HEATING	
	REFRIG.	
	SIGN	
	DEMO	
	UTILITY / DISRUPT.	
	FIRE SUPPRESS.	
	FOOD TRUCK	
	SIDEWALK / CURB / APPR.	
	PLAN REVIEW ☐ REGIS. ☐	
	PC ☐ ZBA ☐ DEMO ☐	
	MISC. RENTAL REGIS.	
	C/O: RES. ☐ COMM'L ☐ RENTAL ☐	
	VACANT OCCUPIED	
	DATE TIME	
	JOB ADDRESS: 26024 FORD	180

No. 225888

CITY OF DEARBORN HEIGHTS
DEPARTMENT OF BUILDING and ENGINEERING
6045 Fenton — Dearborn Heights, MI 48127 — 277-7306

BOND APPLICATION No. 5420

DATE 3-30-23

LOCATION 26024 Ford Rd.

2491

LOT NO. & SUBDIVISION

NAME El-Sayed Meals on the Go/Mohamad Dabaja

PHONE

ADDRESS

TYPE OF BOND

Cash/Clean Up

AMOUNT OF BOND \$

500.00

BOND WILL BE FORFEITED (2) YEARS FROM DATE OF ISSUE IF
ITEMS OUTSTANDING.

RECEIPT NO.

DISPOSITION OF BOND AS FOLLOWS:

CITY OF DEARBORN HEIGHTS
Data Entered 03/30/2023 2:03:44 PM
Posting Date: 03/30/2023
Ref: STREET PROTECTION BOND
Receipt: 102687
Amount: \$500.00

DIRECTOR OF PUBLIC WORKS

CLERK

PERMITTEE

ORIGINAL

FORM NO. 49-1019

Food Rd

Side walk

enter

Side walk

exit

entrance

parking

parking

parking

walk way

Phone Store

Bakery

26018

26024

Hooker Store

Donation Book

Food truck

OK
7/25/24
B

Alley

parking

parking

State of Michigan
Department of Agriculture &
Rural Development
Food and Dairy Division

Expires: 04/30/2025

Issued To: EL SAYED MEAT ON THE GO
26024 FORD RD
DEARBORN HEIGHTS MI 48127-2937

Responsible Party and Address:

MOHAMAD DABAJA
26024 FORD RD
DEARBORN HEIGHTS MI 48127-2937



Dr. Tim Boring
Director

SST-4063-351973
FOOD SERVICE - SPECIAL
TRANSITORY FOOD UNIT
Display for Public View

Issued by the Michigan Department of Agriculture and Rural Development to operate a Food Service Establishment in accordance with provisions of Act 92, P.A. of 2000, as amended.

This license is not transferable.

Failure to post in a conspicuous place is a misdemeanor. (See Section 4119)

Notify the Local Health Department before a change of ownership. (See Section 4123)

Direct inquiries to the Oakland County Health Division

State of Michigan
Department of Agriculture &
Rural Development
Food and Dairy Division

Expires: 04/30/2025

Issued To: EL SAYED MEAT ON THE GO
26024 FORD RD
DEARBORN HEIGHTS MI 48127-2937

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: LAIYLA CHAHINE	PHONE (A/C, No, Ext): 313-945-1832	FAX (A/C, No): 313-945-7457
	E-MAIL ADDRESS: LCHAHINE@FIREFLYAGENCY.COM		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: SECURA INS CO		1552
	INSURER B: GRANGE INSURANCE CO		11136
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED	OFF THE SKEWER LLC DBA ELSAYED MEATS ON THE GO 26024 FORD RD DEARBORN HTS MI 48127
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	20-CP-003378117-3	12/05/2023	12/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXC PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	CA 3180710	02-01-2024	02-01-2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROPERTY	X	X	20-CP-003378117-3	12/05/2023	12/05/2024	FOOD TRAILER \$75,000 \$1,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOOD TRAILER - 2019 SPARTAN 820 ET 4S9S1EF27EA397359 STATED VALUE - \$75,000 \$1,000 DED
SCHEDULED VEHICLE - 2024 CHEV SILVERADO 3GCUDHEL1RG136766
HYPE ATHLETICS IS AN ADDL INTEREST ON THIS POLICY

CERTIFICATE HOLDER	CANCELLATION
HYPE ATHLETICS 23302 W Warren St DEARBORN HTS MI 48127	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE LAIYLA CHAHINE

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