

**ADDENDUM No. 3**  
**September 25, 2015**

**VILLAGE OF CHESANING**

**2015 VILLAGE OF CHESANING PAVING PROJECTS**  
**4020-15-0031**

The following changes, additions, and/or clarifications to the Contract Documents shall be incorporated in said documents and shall be allowed for in the unit price bid by the Contractor such that the unit prices indicated in the Bid Form shall represent the conditions as set forth in the Contract Documents and this addendum. The bidder shall acknowledge the receipt of this addendum on the BID FORM, Section 00 41 00, Page 1, of the Bid Form.

Refer to [http://tools.ohm-advisors.com/bidlist/bidlist\\_project\\_display.cfm](http://tools.ohm-advisors.com/bidlist/bidlist_project_display.cfm) for addendum, bid tab and plan holders list information.

This Addendum contains 3 pages

The following drawings are newly issued:

Sheet 3A – Existing and Proposed Typical (consisting of 1 page)

The following special provisions are newly issued:

Slope Restoration, Type A AND Proposed Tree (consisting of 7 pages)

The following Project Manual Sections are being reissued:

Bid Form (consisting of 11 pages)

Supplemental Conditions (consisting of 17 pages)

The pre-bid sign-in form consists of 1 page

Addendum #1 Total Pages: 40 pages

**CLARIFICATIONS TO THE BIDDING REQUIREMENTS**

1. The Village would like to keep the substantial completion of Line Street for November 13, 2015. Upon award, the terms of this request can be discussed.
2. The Contractor shall be responsible for public notification as the connections to existing water mains are being completed.
3. Backfill for water main shall be in accordance with the MDOT Trench Details F or G as stated within each of the water main pay items in the proposal.

**ADDITIONS AND CHANGES TO THE SPECIAL PROVISIONS**

4. HMA Application Estimate AND HMA, Ground Rubber Tire – The binder for the HMA, Ground Rubber Tire shall be PG Grade 64-28.
5. Water Main Installation – The pay item ‘Water Main, C900 PVC, 3 inch, Tr Det G’ shall be 4” Pressure Class 350 water main that is reduced down to connect to existing water main and the

pay item 'Gate Valve and Box, 3 inch' shall be replaced with the 'Gate Valve and Box, 4 inch' pay item.

Remove the statement "Valves shall be furnished with slip joints. Mechanical joints shall not be used unless permission is first obtained by the Engineer."

Mechanical joint restraint shall be required for all fittings.

Remove the statement "All steel and iron materials shall conform to the 'Source of Steel and Iron (Buy America)' special provision included in the proposal."

6. Driveway, Nonreinf/Reinf Conc, \_ inch, Modified – Remove the statement "All existing HMA and concrete driveways shall be replaced as concrete driveways."
7. The 'Proposed Tree' pay item shall be used to replace any trees removed with 3.5" caliper Acer Rubrum (Sunset Maple) unless stated below. The detail used to complete this work is in the added special provision.

400 N. Fourth St. would not like their trees to be replaced.

450 N. Fourth St. and 700 S. Wood St. would like their tree replacement to be 3" caliper Syringa Reticulata (Japanese Tree Lilac).

8. The 'Slope Restoration, Type A' pay item has been addressed with the added special provision.

#### ADDITIONS AND CHANGES TO THE DRAWINGS

9. Sheet 3 – Existing and Proposed Typicals

The station range has been reduced to STA 123+63 for the addition of Sheet 3A.

The existing and proposed travel lane widths were corrected to read 11'. No quantities have changed.

10. Sheet 5 – Detail Sheet

The 'On Street Parking Detail' has been revised that the 'Aggregate Base, 6 inch' pay item now reads 'Aggregate Base, 6 inch, Modified'. The HMA section of the detail shall now read '3.5" of HMA, 13A placed in 2" leveling and 1.5" wearing lifts @ 385 lbs/syd' to match the mainline paving. To clarify on the grading and compacting of the existing base material note, the phrase 'paid for as Aggregate Base, 6 inch' shall now read 'payment included in Aggregate Base, 6 inch, Modified'.

In the thickened edge sidewalk detail, remove the welded wire fabric, change the dimension of the pavement section dimension of 4" to read 3.5" as reflected on Wood Street's proposed typical, and the face of the thickened edge sidewalk shall be 14".

11. Sheet 18 – Construction Sheet

In the 'Quantities this sheet', replace 'Aggregate Base, 6 inch, Modified' with 'Approach, CI II, 6 inch'.

12. Sheet 22 – Construction Sheet

In the 'Quantities this sheet', replace 'Aggregate Base, 6 inch, Modified' with 'Approach, CI II, 6 inch'.

13. Sheet 26 – Construction Sheet

In the 'Quantities this sheet', replace 'Aggregate Base, 6 inch, Modified' with 'Approach, CI II, 6 inch'.

14. Sheet 30 – Construction Sheet

In the 'Quantities this sheet', replace 'Aggregate Base, 6 inch, Modified' with 'Approach, CI II, 6 inch'.

In 'Driveway Schedule' replace the STA 113+80 to read STA 113+35.

15. Sheet 33 – Removal Sheet

Concrete sidewalk from STA 123+63 to P.O.E. shall be removed and the 'Sidewalk, Rem, Modified' quantity shall be updated to read 286 Syd.

16. Sheet 36 – Water Main Plan and Profile Sheet

In the 'Quantities this sheet', add ', Modified' to the end of the 'Aggregate Base, 6 inch' pay item.

17. Sheet 40 – Construction Sheet

For clarification, shoulder materials for the following areas are provided (excluding drives):

STA 10+00 to STA 15+00, LEFT – Approach, CI II, 6 inch

STA 15+00 to STA 17+30, LEFT – HMA, 13A

18. Water main plan sheets - In reference to existing water main connections, any parts called out in plan or profile are limited due to the existing records. As mentioned in the upper left corner of these sheets, "Existing water main locations are approximate, contractor shall coordinate with the Village of Chesaning and locate existing mains, exploratory digging and coordination will be paid for as Connect to Existing Water Main".

Listed below are the existing materials believed to be at the existing connection locations:

Fourth Street

All connections are believed to be cast iron.

Wood Street

Bentley – 8" AC

Thayer – 4" Iron

Liberty – 6" Iron

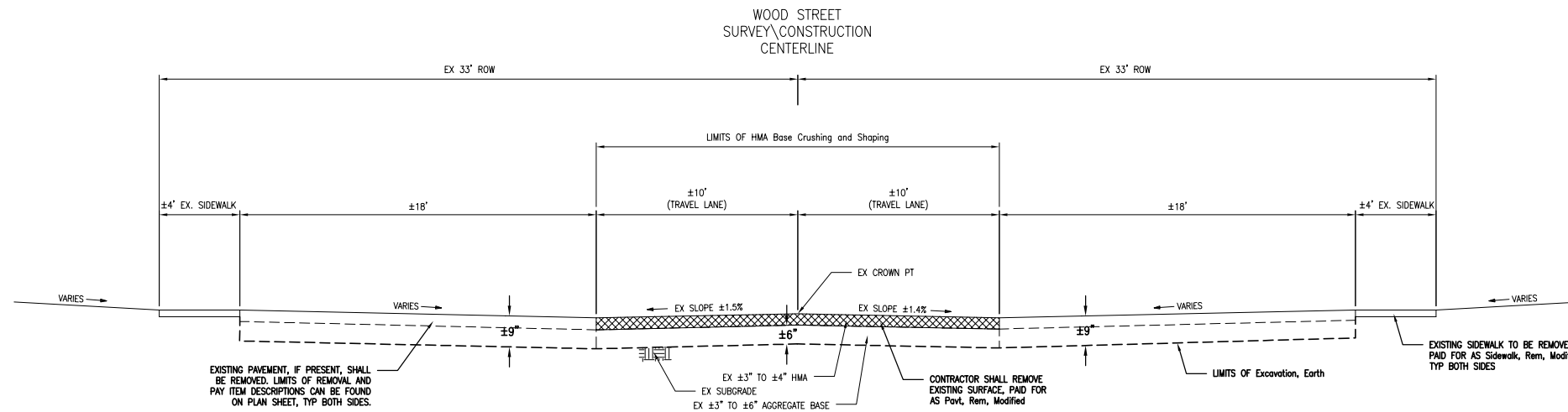
Lockwood – 4" Iron

Church – 4" Iron

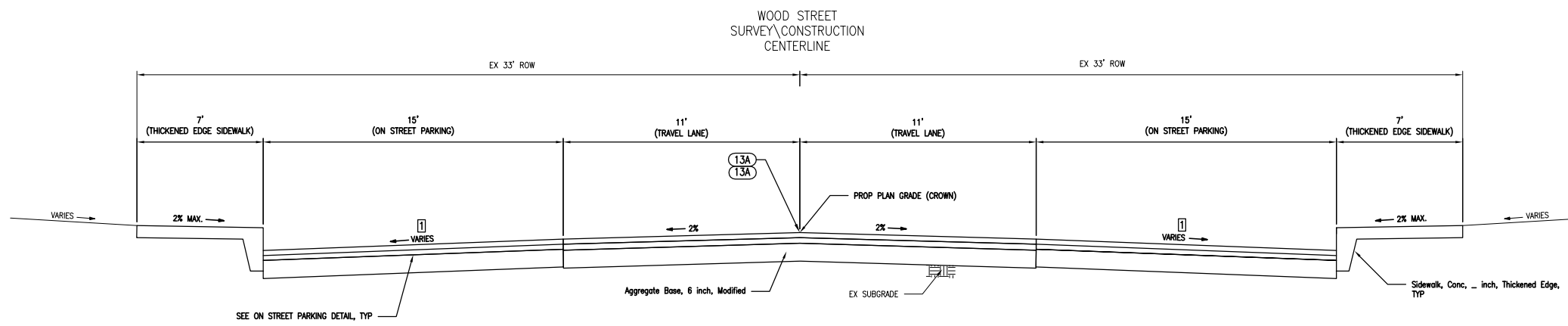
Pearl – 8" PVC

Broad – 4" Iron

No additional compensation will be provided if differing materials are encountered.



**EXISTING TYPICAL CROSS SECTION**  
 APPLIES TO: WOOD STREET  
 STA 123+63 TO P.O.E. STA 126+28.46



**PROPOSED TYPICAL CROSS SECTION**  
 APPLIES TO: WOOD STREET  
 STA 123+63 TO P.O.E. STA 126+28.46

1 PROPOSED SLOPE SHALL FLIP TO NEGATIVE AT APPROXIMATELY STA 125+50, L AND R TO DRAIN TO EDGE OF TRAVEL LANE AND M-57 EXISTING CURB LINE CATCH BASINS AT APPROXIMATELY STA 126+40, L AND R.

REVISIONS:	DESCRIPTION	DATE

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	HORIZ DATUM	VERT DATUM
2/2/2015	402-14-001	AJH	SLW	ARP	SAGINAW	VILLAGE OF CHESANING	NAD 83	NOVD 29
SCALE	V: 1"=4'		H: 1"=40'					

VILLAGE OF CHESANING  
 2015 PAVING PROJECT  
 EXISTING AND PROPOSED TYPICALS



Know what's below.  
 Call before you dig.

DRAWING PATH: P:\4000\_4100\4020140031\_Chesaning\_2015\_Street\_Design\dwg\Typicals\40031TYP.dwg Sep 24, 2015, 8:54am

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VILLAGE OF CHESANING  
SPECIAL PROVISION  
FOR  
**SLOPE RESTORATION, TYPE A**  
**PROPOSED TREE**

AJH: OHM

1 of 7

9/24/15

DESCRIPTION

For the work identified in this special provision paid for by the pay item Slope Restoration, Type A only, delete section 816 of the Standard Specifications for Construction and replace it with this special provision. The Contractor is responsible for the performance and quality of turf growth in the areas indicated on the plans and as identified by the Engineer. Comply with all local, state and federal laws when completing this work.

Establish a durable, permanent, weed-free, mature, perennial turf. The work consists of fundamental turf work, including but not limited to topsoiling, seeding, mulching, erosion control, maintenance, watering and repair of turf as described herein during the life of the contract.

Choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times.

Perform a site analysis, interpret the results and implement a turf establishment program to ensure compliance with this specification. The site analysis must take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control items and devices, maintenance requirements, local highway snow removal and deicing practices, and any other characteristics that influence and affect turf establishment.

Subsection 107.11 of the Standard Specifications for Construction is revised relative to the Contractor's responsibility for the repair of turf establishment work as follows. The Contractor is responsible, at no additional cost to the contract, for the repair of turf establishment work occasioned by storm events up to and including 3 inches of rain in a 24 hour period as documented by local meteorological data submitted to the Engineer for review and approval. All other portions of subsection 107.11 remain unchanged.

- 1. Contractor Turf Establishment Experience Requirements.** Ensure weed control is done by a commercial herbicide applicator, licensed by the State of Michigan and certified by the Michigan Department of Agriculture (MDA) in the right-of-way category to apply herbicides. Use application procedures and materials according to federal, state and local regulations. Use of restricted use chemicals is prohibited. Provide appropriate documentation and secure approval from the Engineer before application of herbicides.

At least 10 work days prior to start of turf establishment, provide documentation to the Engineer, from the Contractor performing the turf establishment work, that they meet one or both of the following requirements.

- A. At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has a degree or certificate in Turf Management, Horticulture or related field.
- B. At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has at least 5 years of experience in roadside turf establishment.

The work for Proposed Tree shall be done in accordance with the requirements of the Michigan Department of Transportation 2012 Standard Specifications for Construction Section 815. Proposed Tree shall be used to replace the trees/stumps indicated for removal within this proposal.

### MATERIALS

Provide topsoil, seed, mulch, pesticide, herbicide, mulch blankets, trees, and any other unique erosion control materials as necessary to fulfill this specification, as detailed on the plans or as detailed within. Use additional materials, as necessary, to meet the standards set forth for turf establishment in this special provision. The use of sod on the project requires the prior approval of the Engineer and if approved, may be used at limited site locations only.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions.

1. **Soil.** Provide furnished or salvaged topsoil, which may be blended compost that will support vigorous growth. Ensure topsoil is humus bearing and placed at least 4 inches deep. Ensure it is free of stones larger than 1/2 inch in diameter and other debris. Trim and grade the finished slope in accordance with subsection 205.03.N of the Standard Specifications for Construction.
2. **Seed.** Use a seeding mixture that is composed of four or more species of perennial grass. Use only species and their cultivars or varieties which are guaranteed hardy for Michigan.

Recommended species of perennial grasses include: Kentucky Bluegrass, Perennial Ryegrass, Hard Fescue, Creeping Red Fescue, Chewings Fescue, Turf-type Tall Fescue, Buffalo grass, and Alkaligrass-Fults Puccinellia distans. Select cultivars or varieties of grasses that are disease and insect resistant and of good color. Ensure that no one species in the mix is less than 5 percent, or more than 25 percent, of the mixture by weight. Do not select grass species considered noxious or objectionable, such as Quack Grass, Smooth Brome, Orchard Grass, Reed Canary Grass and others.

- A. Ensure the seed is legally saleable in Michigan. Ensure the seed product does not contain more than 10 percent inert materials. Ensure the seed source is an MDOT approved certified vender.
  - B. Adapt the species and varieties of seed to the site conditions, to the site use, and to the soils, moisture and local climate. Site use may include, but is not limited to, detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.
  - C. Ensure at least two of the species in the mixture proposed to be planted within 15 feet behind the curb or the shoulder are salt tolerant.
3. **Mulch.** Mulch seeded areas with the appropriate materials for the site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.
4. **Herbicides.** Comply with all federal, state and local laws. As part of the MDA weed control application, the Contractor is required to make proper notifications and/or postings as per label and MDA requirements for all locations that will be sprayed. Notify the Engineer at least 48 hours prior to any applications being made. Furnish and apply herbicide(s) as needed. It is the Contractor's responsibility to select the herbicide(s) and the rate at which it is used. Obtain the Engineer's approval of work methods and herbicide(s) selected prior to the application of the herbicide(s). Complete a spray log and submit to the Engineer each day an application is made.

Do not draw water from any waterway (i.e. river, ditch, creek, lake etc.) located on state, county or municipal right-of-way, for mixing with herbicides.

5. **Fertilizers.** Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required by soil conditions. Obtain the Engineer's approval of work methods and fertilizer(s) prior to the application of the fertilizer(s).
6. **Water.** Furnish and apply water from an approved source at a rate to promote healthy growth.
7. **Trees.** All tree replacements shall be 3.5" caliper Acer Rubrum (Sunset Maple) unless stated otherwise below:
- A. 400 N. Fourth Street would not like their trees to be replaced.
  - B. 450 N. Fourth Street and 700 S. Wood Street would like their tree replacements to be 3" caliper Syringa Reticulata (Japanese Tree Lilac).

## CONSTRUCTION

The Contractor is responsible for all work and all construction methods used in completing this work. Implementation of any part of the standard specifications or standard plans by the Contractor does not relieve the Contractor of responsibility for acceptability of the construction methods or for the quality of the work.

- 1. Inspection of the Work.** The Contractor is responsible for all inspection of turf establishment work.

Use a Contractor's Daily Report, approved by the Engineer, to report inspections made and to document turf establishment work performed on this project. Complete and submit a Contractor's Daily Report to the Engineer when any work performed under this special provision is in progress.

Include all necessary materials documentation including tests slips, certifications, etc. with the associated Contractor's Daily Report.

The Engineer will determine the acceptability of the Contractor's Daily Report in terms of their completeness and accuracy. The Engineer reserves the right to verify all submitted measurements and computations. Failure by the Contractor to submit acceptable and timely reports to the Engineer may result in withholding of progress pay estimates on turf-related items until such time as reports are submitted and deemed acceptable.

The Engineer reserves the right to inspect the project for any reason in accordance with subsection 104.01 of the Standard Specifications for Construction, including the fulfillment of other inspection requirements such as Soil Erosion and Sedimentation Control, NPDES, etc. Inspections made by the Engineer do not relieve the Contractor of the responsibility for inspections required by this special provision or the Contractor's responsibilities for erosion control and turf establishment.

- 2. Erosion Control.** Control erosion at all times according to section 208 of the Standard Specifications for Construction. Control of soil erosion is the responsibility of the Contractor. However, sedimentation controls must be placed as indicated on the plans or as directed by the Engineer. Contractor shall continuously monitor the site for needed erosion repair from any cause as addressed in the contract. Return all eroded areas to original grade as detailed in the contract.

Take immediate corrective action if sedimentation occurs in drainage structures or any watercourse or water containment area and stabilize all disturbed areas contributing to this sedimentation within 24 hours after the erosion occurrence. Remove sediment deposited as a result of the Contractor's inability to control the soil erosion at the Contractor's expense.



Reimburse the Department for any costs levied against the Village, such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this special provision and with federal, state and local laws.

- 3. Erosion Repair.** The Contractor is responsible for all repairs and liable for all consequences (legal, monetary or other) associated with erosion or sedimentation damage to finished or unfinished work.

Report all erosion occurrences and the repairs made by the Contractor to the Engineer in the format and at the frequency required by the Engineer. Repair any erosion, displacement or disturbance to ongoing or completed work by any cause at no additional cost to the contract unless otherwise noted herein.

The Contractor is responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Repair any eroded area that may affect the support of the roadbed or safety of the public within 24 hours of the erosion occurrence.

Place protective devices such as barriers, directional signs/signals, temporary fence, or any other safety measures immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, provide the Engineer with a written summary of the immediate action taken describing the repairs made and the safety measures taken, within 24 hours of the occurrence of the damage.

- 4. Mowing and Weeding.** Maintain turf to a visually appealing level, and not more than 8 inches in height at any time, prior to acceptance. Weeds must be controlled to less than 10 percent of the turf establishment area at all times during construction.
- 5. Final Acceptance.** Ensure before final acceptance of the turf establishment work, all of the following minimum parameters are met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas: there must be no exposed bare soil and the turf must be fully germinated, erosion free, weed free, disease free, dark green in color and in a vigorous growing condition.

The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer during these inspections. If the Contractor does not agree with the decision made by the Engineer, the Contractor may request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, to include the Engineer, the Contractor, and the third party, will be scheduled by the Engineer. Pay all expert fees and expenses charged by the third party.

## MEASUREMENT AND PAYMENT

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

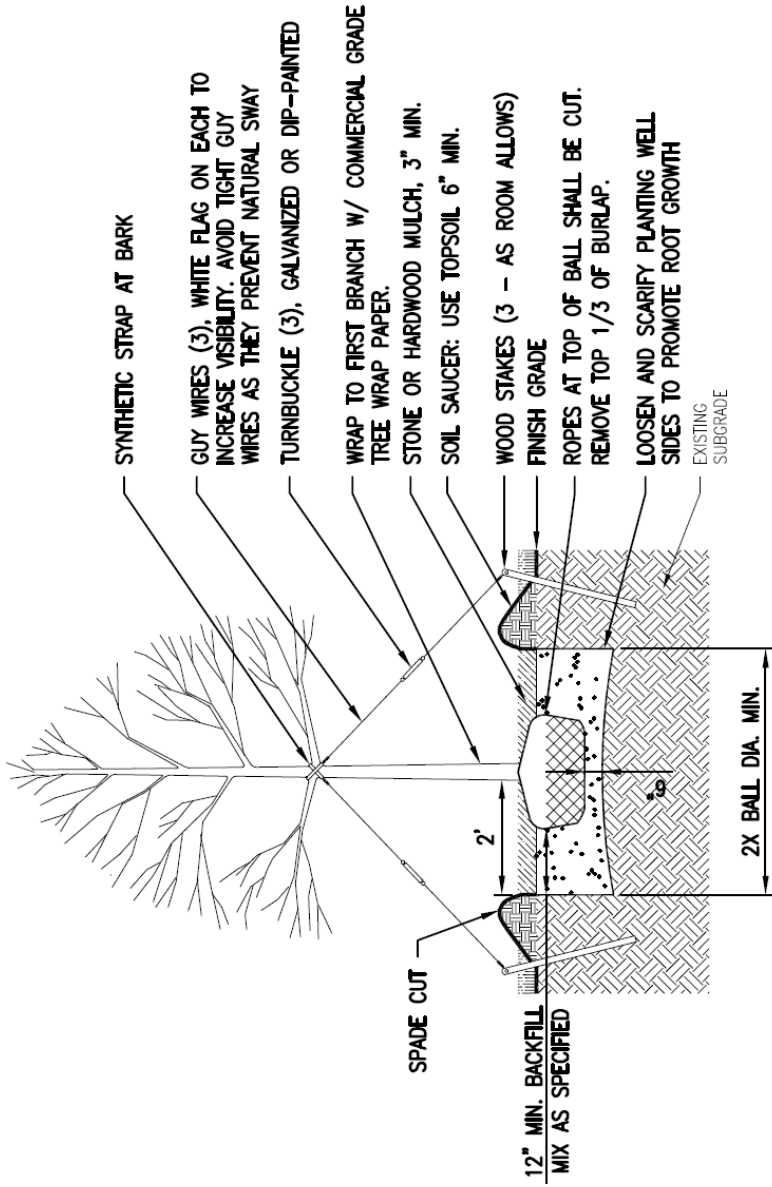
<u>Pay Item</u>	<u>Pay Unit</u>
Slope Restoration, Type A	Square Yard
Proposed Tree	Each

Slope Restoration, Type A will include all labor, equipment and materials required or selected by the Contractor to install, maintain, inspect, repair and meet the acceptance parameters for turf establishment specified in this special provision, including preparation, updating and submittal of the Contractor's Daily Reports.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24 hour period will be paid for as an increase to original quantities in accordance with subsection 109.05 of the Standard Specifications for Construction.

The following schedule of payment applies to work performed according to this special provision. Upon completion of topsoil surfacing stage, 50 percent of the authorized amount for Slope Restoration, Type A will be paid to the Contractor. The remaining 50 percent of the authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for Slope Restoration, Type A or at such time as the supplemental performance bond is accepted by the Department.

Proposed Tree will include all labor, equipment, and materials required or selected by the Contractor to install the replacement trees as specified.



## TYPICAL TREE PLANTING DETAIL

NO SCALE

**BID FORM**

**2015 Village of Chesaning Paving Projects**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

***Village of Chesaning, 1100 W. Broad Street, Chesaning, MI 48616***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
  - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>CATEGORY 1 - ROADS PARTICIPATING</b>						
<b>ITEM CODE</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1500001	1	Mobilization, Max. 5%	1.00	LS	\$	\$
2020002	2	Tree, Rem, 19 inch to 36 inch	1.00	Ea	\$	\$
2020003	3	Tree, Rem, 37 inch or Larger	4.00	Ea	\$	\$
2030001	4	Culv, Rem, Less than 24 inch	9.00	Ea	\$	\$
2030011	5	Dr Structure, Rem	9.00	Ea	\$	\$
2030015	6	Sewer, Rem, Less than 24 inch	405.00	Ft	\$	\$
2037001	7	Repair Existing Sewer Service	500.00	Ft	\$	\$
2047011	8	Driveway, Rem	4646.00	Syd	\$	\$
2047011	9	Pavt, Rem, Modified	2936.00	Syd	\$	\$
2047011	10	Sidewalk, Rem, Modified	852.00	Syd	\$	\$
2050010	11	Embankment, CIP	3628.00	Cyd	\$	\$
2050016	12	Excavation, Earth	3133.00	Cyd	\$	\$
2057021	13	Subgrade Undercutting, Type II, Modified	200.00	Cyd	\$	\$
2080020	14	Erosion Control, Inlet Protection, Fabric Drop	86.00	Ea	\$	\$
2080036	15	Erosion Control, Silt Fence	2000.00	Ft	\$	\$
3027011	16	Aggregate Base, 3 inch, Modified	14780.00	Syd	\$	\$
3027011	17	Aggregate Base, 6 inch, Modified	1148.00	Syd	\$	\$
3050002	18	HMA Base Crushing and Shaping	14780.00	Syd	\$	\$
3070028	19	Approach, CI II, 6 inch	2274.00	Syd	\$	\$
3077011	20	Shoulder, CI II, 4 inch, Modified	4315.00	Syd	\$	\$

4010012	21	Culv End Sect, 12 inch	55.00	Ea	\$	\$
4010131	22	Culv, CI A, 12 inch	1275.00	Ft	\$	\$
4017050	23	Culv End Sect, 8 inch, Modified	3.00	Ea	\$	\$
4020002	24	Sewer, CI A, 8 inch, Tr Det A	766.00	Ft	\$	\$
4020031	25	Sewer, CI A, 8 inch, Tr Det B	309.00	Ft	\$	\$
4020987	26	Sewer, CI IV, 12 inch, Tr Det B	881.00	Ft	\$	\$
4021201	27	Sewer Tap, 6 inch	2.00	Ea	\$	\$
4021202	28	Sewer Tap, 8 inch	1.00	Ea	\$	\$
4021204	29	Sewer Tap, 12 inch	4.00	Ea	\$	\$
4021209	30	Sewer Tap, 36 inch	1.00	Ea	\$	\$
4030010	31	Dr Structure Cover, Type B	5.00	Ea	\$	\$
4030040	32	Dr Structure Cover, Type G	35.00	Ea	\$	\$
4030050	33	Dr Structure Cover, Type K	17.00	Ea	\$	\$
4030200	34	Dr Structure, 24 inch dia	29.00	Ea	\$	\$
4030210	35	Dr Structure, 48 inch dia	22.00	Ea	\$	\$
4030308	36	Dr Structure, Tap, 8 inch	4.00	Ea	\$	\$
4030312	37	Dr Structure, Tap, 12 inch	4.00	Ea	\$	\$
4037001	38	Structure, Adj, Add Depth, Modified	17.00	Ft	\$	\$
4037050	39	Structure Cover, Adj, Case 1, Modified	23.00	Ea	\$	\$
4037050	40	Structure Cover, Adj, Case 2, Modified	19.00	Ea	\$	\$
5010002	41	Cold Milling HMA Surface	11171.00	Syd	\$	\$
5010025	42	Hand Patching	150.00	Ton	\$	\$
5010033	43	HMA, 13A	4174.00	Ton	\$	\$
5017011	44	HMA, Repair	887.00	Syd	\$	\$
5017031	45	HMA, Driveway	495.00	Ton	\$	\$
5017031	46	HMA, Ground Rubber Tire	580.00	Ton	\$	\$



5017031	47	HMA, Wedging	121.00	Ton	\$	\$
8017011	48	Driveway, Nonreinf Conc, 6 inch, Modified	1750.00	Syd	\$	\$
8017011	49	Driveway, Reinf Conc, 8 inch, Modified	125.00	Syd	\$	\$
8020038	50	Curb and Gutter, Conc, Det F4	1349.00	Ft	\$	\$
8020056	51	Shoulder Gutter, Conc, Det F2	3.00	Ea	\$	\$
8030010	52	Detectable Warning Surface	316.00	Ft	\$	\$
8037010	53	Exposed Aggregate Concrete Surface	3517.00	Sft	\$	\$
8037010	54	Sidewalk Ramp, Conc, 6 inch, Modified	5179.00	Sft	\$	\$
8037010	55	Sidewalk, Conc, 4 inch, Modified	1580.00	Sft	\$	\$
8037010	56	Sidewalk, Conc, 4 inch, Thickened Edge	644.00	Sft	\$	\$
8037010	57	Sidewalk, Conc, 6 inch, Thickened Edge	1099.00	Sft	\$	\$
8070095	58	Post, Mailbox	25.00	Ea	\$	\$
8100371	59	Post, Steel, 3 lb	1172.00	Ft	\$	\$
8100403	60	Sign, Type III, Rem	116.00	Ea	\$	\$
8100404	61	Sign, Type IIIA	346.00	Sft	\$	\$
8100405	62	Sign, Type IIIB	108.00	Sft	\$	\$
8110024	63	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	679.00	Ft	\$	\$
8110039	64	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Cross Hatching, White	56.00	Ft	\$	\$
8110045	65	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	130.00	Ft	\$	\$
8110052	66	Pavt Mrkg, Ovly Cold Plastic, Accessible Symbol	8.00	Ea	\$	\$
8110074	67	Pavt Mrkg, Ovly Cold Plastic, School	2.00	Ea	\$	\$
8110153	68	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	604.00	Ft	\$	\$

8110154	69	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	1635.00	Ft	\$	\$
8120010	70	Barricade, Type III, High Intensity, Double Sided, Furn	30.00	Ea	\$	\$
8120011	71	Barricade, Type III, High Intensity, Double Sided, Oper	30.00	Ea	\$	\$
8120100	72	Dust Palliative, Applied	10.00	Ton	\$	\$
8120140	73	Lighted Arrow, Type C, Furn	3.00	Ea	\$	\$
8120141	74	Lighted Arrow, Type C, Oper	3.00	Ea	\$	\$
8120170	75	Minor Traf Devices	1.00	LS	\$	\$
8120250	76	Plastic Drum, High Intensity, Furn	100.00	Ea	\$	\$
8120251	77	Plastic Drum, High Intensity, Oper	100.00	Ea	\$	\$
8120350	78	Sign, Type B, Temp, Prismatic, Furn	440.00	Sft	\$	\$
8120351	79	Sign, Type B, Temp, Prismatic, Oper	440.00	Sft	\$	\$
8120352	80	Sign, Type B, Temp, Prismatic, Special, Furn	100.00	Sft	\$	\$
8120353	81	Sign, Type B, Temp, Prismatic, Special, Oper	100.00	Sft	\$	\$
8120370	82	Traffic Regulator Control	1.00	LS	\$	\$
8130010	83	Riprap, Plain	79.00	Syd	\$	\$
8157050	84	Proposed Tree	2.00	Ea	\$	\$
8160100	85	Slope Restoration, Type A	18500.00	Syd	\$	\$
8210001	86	Monument Box	3.00	Ea	\$	\$
8210005	87	Monument Box Adjust	3.00	Ea	\$	\$
8210010	88	Monument Preservation	3.00	Ea	\$	\$
<b>PARTICIPATING SUB-TOTAL</b>						<b>\$</b>

**CATEGORY 3 – WATER MAIN NON-PARTICIPATING**

ITEM CODE	ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
2020002	89	Tree, Rem, 19 inch to 36 inch	14.00	Ea	\$	\$
2020003	90	Tree, Rem, 37 inch or Larger	14.00	Ea	\$	\$
2020004	91	Tree, Rem, 6 inch to 18 inch	12.00	Ea	\$	\$
2047011	92	Pavt, Rem, Modified	717.00	Syd	\$	\$
2047011	93	Sidewalk, Rem, Modified	238.00	Syd	\$	\$
3020016	94	Aggregate Base, 6 inch, Modified	360.00	Syd	\$	\$
3070028	95	Approach, CI II, 6 inch	85.00	Syd	\$	\$
5010033	96	HMA, 13A	169.00	Ton	\$	\$
5017031	97	HMA, Driveway	85.00	Ton	\$	\$
8017011	98	Driveway, Nonreinf Conc, 6 inch, Modified	205.00	Syd	\$	\$
8020036	99	Curb and Gutter, Conc, Det F2	350.00	Ft	\$	\$
8020038	100	Curb and Gutter, Conc, Det F4	284.00	Ft	\$	\$
8037010	101	Sidewalk Ramp, Conc, 6 inch, Modified	845.00	Sft	\$	\$
8037010	102	Sidewalk, Conc, 4 inch, Modified	2168.00	Sft	\$	\$
8037010	103	Sidewalk, Conc, 4 inch, Thickened Edge	1478.00	Sft	\$	\$
8037010	104	Sidewalk, Conc, 6 inch, Thickened Edge	309.00	Sft	\$	\$
8157050	105	Proposed Tree	30.00	Ea	\$	\$
8230050	106	Gate Valve and Box, 4 inch	2.00	Ea	\$	\$
8230051	107	Gate Valve and Box, 6 inch	5.00	Ea	\$	\$
8230052	108	Gate Valve and Box, 8 inch	16.00	Ea	\$	\$
8230054	109	Gate Valve and Box, 12 inch	15.00	Ea	\$	\$

8230091	110	Hydrant, Rem	10.00	Ea	\$	\$
8237001	111	3/4 inch Copper Service Lead, Type "K"	1826.00	Ft	\$	\$
8237001	112	Water Main, _____, 12 inch, Tr Det F	2084.00	Ft	\$	\$
8237001	113	Water Main, _____, 12 inch, Tr Det G	1265.00	Ft	\$	\$
8237001	114	Water Main, _____, 3 inch, Tr Det G	43.00	Ft	\$	\$
8237001	115	Water Main, _____, 4 inch, Tr Det G	43.00	Ft	\$	\$
8237001	116	Water Main, _____, 6 inch, Tr Det G	112.00	Ft	\$	\$
8237001	117	Water Main, _____, 8 inch, Tr Det F	1249.00	Ft	\$	\$
8237001	118	Water Main, _____, 8 inch, Tr Det G	1703.00	Ft	\$	\$
8237001	119	Water Main, Rem	505.00	Ft	\$	\$
8237050	120	Connect to Existing Water Main	24.00	Ea	\$	\$
8237050	121	Curb Box, Stop, 3/4 inch Corporation Stop and Connection	60.00	Ea	\$	\$
8237050	122	Fire Hydrant and Valve Assembly	14.00	Ea	\$	\$
8237050	123	Water Main, Cut and Plug	11.00	Ea	\$	\$
8237051	124	Testing and Chlorination of Water Main	2.00	LS	\$	\$
<b>NON-PARTICIPATING SUB-TOTAL</b>						\$
<b>TOTAL</b>						\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Time of Completion

- 5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 6 – ATTACHMENTS TO THIS BID**

- 6.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Contractor’s License No.: [REDACTED] **[or]** Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - G. Required Bidder Qualification Statement with supporting data; and
  - H. ***If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;***
  - I. ***If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);***
  - J. ***If Bid amount exceeds \$100,000, signed RD Instructions 1940-Q, Exhibit A-1, Certification for Contracts, Grants and Loans.***

**ARTICLE 7 – DEFINED TERMS**

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 8 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

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By: \_\_\_\_\_  
*[Signature]*

*[Printed name]* \_\_\_\_\_  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
[Signature] \_\_\_\_\_

[Printed name] \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
(where applicable)

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

# SUPPLEMENTAL CONDITIONS

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### *SC-1.01 Defined Terms*

**SC-1.01.** Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

**Geotechnical Data Report (GDR) —** The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

**SC 1.01.A.8** Add the following language at the end of last sentence of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective.

**SC 1.01.A.48** Add the following language at the end of the last sentence of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

**SC 1.01.A.49** Add the following new Paragraph after Paragraph 1.01.A.48:

**Abnormal Weather Conditions –** Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

**SC 1.01.A.50** Add the following new Paragraph after Paragraph 1.01.A.49:

**Agency -** The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

## ARTICLE 2 – PRELIMINARY MATTERS

**SC-2.01** Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

**B. Evidence of Contractor's Insurance:** When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification

of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor five (5) copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor one (1) copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC- 2.06.B Delete Paragraph 2.06.B and replace it with the term [Deleted].

SC-2.06.B Add the following language to the end of 2.06.B:

Special requirements for electronic data apply to this Project. See attached Exhibit entitled "Electronic Communications Protocol Addendum," Consensus DOCS form 200.2.

#### ARTICLE 4 – COMMENCEMENT OF PROGRESS OF THE WORK

SC 4.01.A Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

SC 4.05.C.2 Amend Paragraph 4.05.C.2 by striking out the following text: "abnormal weather conditions;" and inserting the following text:

Abnormal Weather Conditions;

#### ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.



#### **SC/GBR-5.04 Differing Subsurface or Physical Conditions**

**A. Notice: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:**

- 1. differs materially from conditions shown or indicated in the GBR; or**
- 2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or**
- 3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or**
- 4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or**
- 5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or**
- 6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;**

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

**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 SC/GBR 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation 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 or continuation 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 SC/GBR 5.04.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 13.03 of the General Conditions; 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.
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 SC/GBR 5.04.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.
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.

**SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:**

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

**ARTICLE 6 – BONDS AND INSURANCE**

**SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:**

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

**SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:**

**SC 6.03 Guidance Note: Amend Paragraph 6.03 identifying specific insurance coverage requirements using guidance from EJCDC C-800.**

**K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
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Federal, if applicable (e.g., Longshoreman’s):	<u>Statutory</u>
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Jones Act coverage, if applicable:

Bodily injury by accident, each accident	\$ <u>1,000,000</u>
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Bodily injury by disease, aggregate	\$ <u>1,000,000</u>
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Employer’s Liability:

Bodily injury, each accident	\$ <u>1,000,000</u>
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Bodily injury by disease, each employee	\$ <u>1,000,000</u>
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Bodily injury/disease aggregate	\$ <u>1,000,000</u>
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For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker’s compensation or commercial general liability policy with a minimum limit of:	\$ _____
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Foreign voluntary worker compensation	<u>Statutory</u>
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2. Contractor’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>1,000,000</u>
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Products - Completed Operations Aggregate	\$ <u>500,000</u>
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Personal and Advertising Injury \$ 500,000

Each Occurrence (Bodily Injury and Property Damage) \$ 500,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ 500,000

Each accident \$ 500,000

Property Damage:

Each accident \$ 200,000

[or]

Combined Single Limit of \$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 2,000,000

General Aggregate \$ 2,000,000

5. Contractor's Pollution Liability:

Each Occurrence \$ \_\_\_\_\_

General Aggregate \$ \_\_\_\_\_

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

Chesaning Union Schools  
Michigan Department of Transportation

7. Contractor's Professional Liability:

Each Claim \$ \_\_\_\_\_

Annual Aggregate \$ \_\_\_\_\_

SC-6.05. Add the following to the list of requirements in Paragraph 6.05.A, as a numbered item:

13. be subject to a deductible amount of no more than [\$ ] for direct physical loss in any one occurrence.

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

*OHM Advisors*

*Village of Chesaning*

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;
16. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
17. include by express endorsement coverage of damage to Contractor's equipment.

SC-6.05.A. Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:

Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor's installation floater will include:

1. any loss to property while in transit,
2. any loss at the Site, and
3. any loss while in storage, both on-site and off-site.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

SC 6.05.A. Delete the first sentence of Paragraph 6.05.A and insert the following sentence in its place:

Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

## ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

**SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:**

1. Regular working hours will be Monday – Saturday (7am to 6pm)
2. Owner's legal holidays are November 26 & 27, December 24&25, January 1, May 30 and July 4

**SC 7.04.A Amend the third sentence of Paragraph 7.04.A by striking out the following words:**

Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.

**SC 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out “and;” and adding a period at the end of Paragraph a.3.**

**SC 7.04.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:**

[Deleted]

**SC 7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:**

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

**SC 7.06.B Delete paragraph 7.06.B in its entirety and insert the following in its place:**

[Deleted]

**SC 7.06.E Amend the second sentence of Paragraph 7.06.E by striking out “Owner may also require Contractor to retain specific replacements; provided, however, that”.**

## ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

**SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**
1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. **Liaison:**
  - a. **Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**
  - b. **Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**
  - c. **Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**
5. **Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**
6. **Shop Drawings and Samples:**
  - a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**
  - b. **Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**
  - c. **Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.**
7. **Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**
8. **Review of Work and Rejection of Defective Work:**
  - a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**
  - b. **Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**
9. **Inspections, Tests, and System Start-ups:**
  - a. **Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate**

Owner's personnel, and that Contractor maintains adequate records thereof.

- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

**10. Records:**

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

**11. Reports:**

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

- 12. Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

- 13. Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.



**14. Completion:**

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

**C. The RPR shall not:**

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

**SC 11.07.C Add the following new Paragraph after Paragraph 11.07.B:**

All Contract Change Orders must be concurred in by Agency before they are effective.

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

**SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:**

- c. **Construction Equipment and Machinery:**
  - 1) **Rentals of all construction equipment and machinery, and the parts thereof, 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.

- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the approved MDOT State of Michigan Equipment Rate Schedule for Equipment. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

**SC 13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:**

[Deleted]

**SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
  1. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**SC 15.01.B Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text:**

“a bill of sale, invoice, or other.”

**SC 15.01.B.3 Add the following language at the end of paragraph 15.01.B.3:**

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

**SC 15.01.B.4 Add the following new Paragraph after Paragraph 15.01.B.3:**

The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made.

**SC 15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:**

The Application for Payment with Engineer’s recommendations will be presented to the Owner and Agency for consideration. If both the Owner and

Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

**SC 15.02.A Amend Paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by Owner” and insert “no later than the time of payment by Owner.”**

**SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

**SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.**

### **SC-17.02 Arbitration**

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of an Arbitration Agency with selection recommendation made by Engineer and approval of Owner and Contractor, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer’s consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
  2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

**SC-17.03** Add the following new paragraph immediately after Paragraph 17.02.

**SC-17.03 Attorneys' Fees:** For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

**ARTICLE 18 – MISCELLANEOUS**

**SC – 18.09** Add the following new paragraph after Paragraph 18.08:

**Tribal Sovereignty.** No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the {insert name of Tribe} Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

**ARTICLE 19 – FEDERAL REQUIREMENTS**

**SC – 19.01** Add the following language as Paragraph 19.01 with the title "Agency Not a Party":

This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

**SC 19.02** Add the following sections after Article 19.01 with the title "Contract Approval":

**A.** Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" (Attachment GC-A) before Owner submits the executed Contract Documents to Agency for approval.

**B.** Concurrence by Agency in the award of the Contract is required before the Contract is effective.

**SC 19.03** Add the following language after Article 19.02.B with the title "Conflict of Interest":

**A.** Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their

partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

**SC 19.04 Add the following language after Article 19.03.A with the title "Gratuities":**

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

**SC 19.05 Add the following language after Article 19.04.B with the title "Audit and Access to Records":**

A. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending SC

**19.06 Add the following language after Article 19.05.A with the title "Small, Minority and Women's Businesses":**

A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

**SC 19.07 Add the following after Article 19.06.A with the title "Anti-Kickback":**

A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

**SC 19.08 Add the following after Article 19.07.A with the title "Clean Air and Pollution Control Acts":**

A. If this Contract exceeds \$100,000, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h) and 42 USC 7401et. seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33 USC 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations is required. Contractor will report violations to the Agency and the Regional Office of the EPA.

**SC 19.09 Add the following after Article 19.08 with the title "State Energy Policy":**

Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

**SC 19.10 Add the following after Article 19.09 with the title "Equal Opportunity Requirements":**

A. If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

**SC 19.11 Add the following after Article 19.10.C with the title “Restrictions on Lobbying”:**

Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

**SC 19.12 Add the following after Article 19.11.A with the title “Environmental Requirements”:**

When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

A. Wetlands –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

B. Floodplains –When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

C. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

D. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

E. Mitigation Measures – The following environmental mitigation measures are required on this Project: {Insert mitigation measures here}.

## Village of Chesaning

### PRE-BID MEETING SIGN IN SHEET

Project: 2015 Paving Project AND 2015 Water System Improvements

Date: 9/17/15

NAME	COMPANY	PHONE	EMAIL
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