

williams&works

engineers | surveyors | planners

February 21, 2025

City of Leslie
Ron Bogart
City Manager
602 W Bellevue St
Leslie, MI, 49251

CONTRACT: WEST RACE STREET RECONSTRUCTION PROJECT

ADDENDUM NO. 1

Notice to All Prospective Bidders:

This Addendum is issued in accordance with INSTRUCTIONS TO BIDDERS, and is hereby incorporated into the Contract Documents. The CONTRACTOR is reminded to appropriately-acknowledge receipt of this Addendum in the BID FORM. *This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated February 2025. This Addendum No. 1 consists of one (1) typed pages and enclosures. The issuance of the Specification Sections, and the issue of Drawings are listed at the end of this document and are attached to this document.*

Modifications to Specifications:

1. Section 00 70 00 General Conditions: (re-issued)

Please contact the project manager with any questions or comments on this addendum.

Respectfully submitted,

Williams & Works

David Mickevich, P.E.
Project Manager

Enclosures: Section 00 70 00 – General Conditions

Cc: All Plan Holders
Ron Bogart, City of Leslie
File

ARTICLE 1-DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Act of God	Unpredictable phenomenon of nature such as earthquake, flood or cyclone.
Addendum	A document issued by ENGINEER prior to the receipt of bids which sets forth additional provisions, changes or clarifications of the Contract Documents.
Advertisement	The notice published by OWNER to solicit Bids.
Affidavit of Completion	A document which includes the CONTRACTOR's sworn statement that the Work has been completed in accordance with the Contract Documents and that labor and material men have been paid and the Surety's consent to final payment.
Agreement	An instrument, signed by OWNER and CONTRACTOR covering the Work to be performed and setting forth the Contract Time, the Contract Price and other matters.
Allowance	A fixed sum stipulated in the Contract Documents, to be used in total or in part, as determined by the OWNER, for a specific service, product or group of products to be furnished by CONTRACTOR. All cash allowances shall be included in the Contract Price.
Bid	The offer of the BIDDER submitted on the prescribed forms setting forth the conditions under and prices for which the Work will be performed.
Bid Documents	The Bid and additional documents required to be submitted with the Bid as set forth in the Instructions to Bidders.
BIDDER	Any person, firm, joint venture or corporation submitting a Bid for the Work.
Bid Security	Bid Bond or other instrument of security furnished by BIDDER.
Bonds	Bid, Performance and Payment Bonds furnished by CONTRACTOR.
Bulletin	A document issued by ENGINEER which clarifies and interprets the Contract Documents or which directs minor changes or alterations in the Work not involving extra cost.
Certificate of Completion	Notice from ENGINEER to OWNER that the Work has been completed and establishing a one year bonded correction period.
Change Order	An order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time or both, issued after execution of the Agreement.
Construction Schedule	The timetable outline of CONTRACTOR's sequence of operations.
Contract	The agreement between OWNER and CONTRACTOR set forth in the Contract Documents.
Contract Documents	The Agreement and all related documents as identified in the Agreement.
Contract Price	The total moneys payable to CONTRACTOR for the Work.
Contract Time	The stated date or number of days for the completion of the Work.
CONTRACTOR	The person, firm, joint venture or corporation with whom OWNER has executed the Contract.
Day	Calendar day of 24 hours from midnight to the next midnight.
Defective Work	Work that does not conform to the requirements of the Contract Documents and damaged Work.
Drawings	The Drawings prepared or approved by ENGINEER and approved by OWNER, which show the character and scope of the Work to be performed.
Effective Date of Contract	The date shown in the Agreement.

SECTION 00 70 00

ENGINEER	The designated representative of the OWNER.
General Requirements	The Sections of Division 1 of the Specifications.
Inspect, Inspection, Inspector	Observe the work of the CONTRACTOR as it relates to implementing CONSULTANT's plans, specifications, reports, and other instruments of professional service. An inspector has no authority or responsibility to direct any construction workers, and may not stop the work. An inspector is not responsible for the means, methods, sequences, or operations of construction, or safety procedures attendant thereto.
Insurance Certificate	The documents issued by CONTRACTOR's insurer listing policies and extent of coverage applicable to the Work.
Liens	Claims, security interests, and encumbrances.
Modification	(a) An amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) Bulletin. A Modification may only be issued after the Effective Date of the Contract.
Notice	A written communication between the parties specifically called for by the Contract Documents.
Notice of Award	The Notice by OWNER to BIDDER that BIDDER has been awarded the Contract.
Notice of Termination	Notice from OWNER to CONTRACTOR terminating services of the CONTRACTOR.
Notice to Proceed	A Notice by ENGINEER to CONTRACTOR fixing the date on which the Contract Time will commence and on which CONTRACTOR shall start the Work.
OWNER	The public body or authority, corporation, association, partnership, or individual with whom CONTRACTOR has entered into the Contract and for whom the Work is to be performed.
Partial Completion	For the Work that is being constructed in phases, Partial Completion is Substantial Completion of a defined portion of the Work. Partial Completion is reached whenever the defined portion of the Work is ready for use by OWNER. To be considered partially complete, use must not be prevented by other activities of CONTRACTOR. When use is delayed by factors that are beyond CONTRACTOR's control, the designated portion of the Work shall be considered partially complete.
Partial Utilization	Partial Utilization is placing a portion of the Work or facility in service for the purpose for which it was intended or for a related use before reaching Partial Completion or Substantial Completion.
Planholders of Record	Parties recorded by ENGINEER as having received a copy of Contract Documents and a separate set of Bid Documents and as making required deposit therefor, under their own name.
Product	Materials, systems, and equipment incorporated or to be incorporated in the Work.
Product Data	Catalog data, illustrations, standard schedules, performance charts, instructions, and other information prepared by manufacturer or supplier.
Project	Work and other related facilities of the OWNER.
Project Manual	The volume or volumes containing the bidding information, schedules, equipment uses, page-size details, and the Contract Documents for the Work except large drawings and modifications.
Proposal	The document which forms a portion of the Bid.
Provide	Furnish and install.
Resident Project Representative	The authorized representative of ENGINEER who is assigned to the Work site or any part thereof.
Schedule of Values	The breakdown of the Bid into component parts aggregating the total Bid.

SECTION 00 70 00

Shop Drawings	All drawings, diagrams, illustrations, schedules and other data specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate the equipment, material or some portion of the Work.
Site	The location(s) where the Work is to be performed.
Specifications	Those portions of the Contract Documents consisting of technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative details applicable thereto, specifically Divisions 1 through 16.
Subcontractor	An individual, firm, joint venture 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.
Substantial Completion	The stage in construction when the Work can be utilized for the purposes for which it was intended. At Substantial Completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the Work must be capable of continuous use.
Supplier	Firm providing products to CONTRACTOR.
Surety	A company which provides a Bond.
Work	The entire completed construction and the various separately identified parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating Products into the construction as required by the Contract Documents.

ARTICLE 2-PRELIMINARY MATTERS

COPIES OF DOCUMENTS

- 2.1 OWNER will furnish CONTRACTOR up to 10 copies of the Contract Documents. Additional copies will be furnished, upon request, as ENGINEER determines are necessary for execution of the Work. Copies requested beyond these limits are available at the cost of reproduction.

CONTRACTOR'S REPRESENTATION

- 2.2 By executing the Agreement, CONTRACTOR represents that CONTRACTOR has visited the Site and assumes full responsibility for being familiar with the nature and extent of the Contract Documents, Work, locality, local conditions and availability of manpower, materials and machinery that may in any manner affect the Work to be done, the Contract Price or the Contract Time.

CONTRACT TIME

- 2.3 The Contract Time will commence on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence later than the later of 30 days after the time stipulated for Bids to remain firm or 30 days after the Effective Date of Contract.
- 2.4 The date of beginning and the Contract Time for completion of the Work are essential conditions of the Contract Documents. Time requirements are for the benefit of OWNER, CONTRACTOR and other Project Contractors.
- 2.5 CONTRACTOR shall proceed with the Work at a rate of progress to ensure completion within the stipulated Contract Time. It is expressly agreed by CONTRACTOR that the Contract Time is reasonable, taking into consideration the average climatic and economic conditions and the availability of manpower, products, and construction machinery prevailing at the locality of the Work.

SECTION 00 70 00

BEFORE STARTING THE WORK

- 2.6 CONTRACTOR shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. CONTRACTOR shall, within 48 hours, report to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover before proceeding with the Work.
- 2.7 CONTRACTOR shall submit to the ENGINEER:
Construction Schedules;
Schedule of Values; and
Schedule of Shop Drawings, Product Data and samples submittals.
- 2.8 A preconstruction meeting will be held to review the Construction Schedules, to establish procedures for handling Shop Drawings and other submissions and for processing payments, and to establish working relationships between the parties.

STARTING THE WORK

- 2.9 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences.
- 2.10 CONTRACTOR shall attend a progress meeting a minimum of once each month at a time and place designated by the ENGINEER.

ARTICLE 3-CONTRACT DOCUMENTS INTENT

GENERAL

- 3.1 It is the intent that the Contract Documents comprise the entire agreement between OWNER and CONTRACTOR and may be altered only by a Modification.
- 3.2 All communications between OWNER, CONTRACTOR, and ENGINEER intended to affect or modify any of the terms or obligations contained in the Contract Documents shall be in writing in order to be valid. Communications intended to affect or modify the Contract Documents include the following terms: claim, submission, notice, request, acceptance, report, objection, order, consent, advise, communicate, communications, certify, authorize, authorization, issue, or like terms.
- 3.3 No oral order, objection, claim or notice by OWNER, CONTRACTOR or ENGINEER shall affect or modify any of the terms or obligations contained in the Contract Documents.
- 3.4 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. In resolving conflicts, errors and discrepancies, the documents shall be given precedence in the order stipulated in the Agreement. Detailed drawings shall govern over general drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards or meanings.
- 3.5 The Contract Documents shall be governed by the law of the place of the Work.

REUSE OF DOCUMENTS

- 3.6 Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents or copies thereof prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

SECTION 00 70 00

ARTICLE 4-LANDS AND CONTROLS

GENERAL

- 4.1 OWNER will, upon request, furnish to CONTRACTOR copies of all available boundary surveys and subsurface tests.

AVAILABILITY OF LANDS

- 4.2 OWNER will furnish, not later than CONTRACTOR's Construction Schedule starting date, the lands or rights-of-way upon which or within which the Work is to be performed, rights-of-way for access thereto, and lands designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained by OWNER. CONTRACTOR shall obtain all additional lands and access required for temporary construction facilities and storage of materials and equipment.

UNFORESEEN SUBSURFACE CONDITIONS

- 4.3 The underground conditions indicated in the Contract Documents represent the information available at the time of preparation and are not guaranteed as to accuracy or completeness. CONTRACTOR shall within 48 hours after discovery notify OWNER and ENGINEER of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will investigate within 72 hours after Notice and, if warranted, advise OWNER to obtain additional investigations and tests. If said additional investigations and tests show subsurface or latent physical conditions to be materially different and which could not have reasonably been anticipated by CONTRACTOR, a Change Order will be issued incorporating the necessary revision.

REFERENCE POINTS

- 4.4 CONTRACTOR shall be responsible for the preservation of established property corners, monuments, bench marks and similar reference points outside of the normal working area. CONTRACTOR shall report to ENGINEER whenever any reference point is lost, destroyed or requires relocation.
- 4.5 Replacement of reference points within the normal working area are the responsibility of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is in danger of being lost or destroyed or requires relocation.
- 4.6 Construction stakes will be provided by the OWNER to the extent as may be set forth in the Specifications.

ARTICLE 5 - BONDS AND INSURANCE

PERFORMANCE AND PAYMENT BONDS:

- 5.1 CONTRACTOR shall furnish separate Bonds as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. Each of these Bonds shall be in amounts at least equal to the Contract Price and in such form and with such Sureties as are acceptable to OWNER. Bond forms for the aforementioned securities are a part of the Contract Documents and CONTRACTOR shall ensure that each executed copy of the Bond form is complete and sealed.
- A. Bonds shall be issued by a Surety named in U.S. Treasury Circular 570 licensed to conduct business in the state where the Work is located.
- B. If the Surety on any Bond is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the Work is located, or it ceases to be listed as an acceptable Surety in U.S. Treasury Circular 570, CONTRACTOR shall, within 5 days thereafter, substitute another Bond from an acceptable Surety.

CONTRACTOR'S LIABILITY INSURANCE

- 5.2 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance from an insurance company authorized to write casualty insurance in the state where the Work is located and shall

SECTION 00 70 00

provide protection from claims set forth below which may arise out of, or result from, CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Claims under worker's compensation, disability benefits, and other similar employee benefits.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees.
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.
- D. Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR or by any other person for any other reason.
- E. Claims for damages because of injury to, or destruction of, tangible property, including loss of use resulting therefrom.
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

5.3 This insurance shall be written for the following minimum limits of liability and shall have an endorsement covering all CONTRACTOR'S obligations under the Contract Documents:

A. Worker's Compensation & Employer's Liability Insurance:

Worker's Compensation	Statutory
Employer's Liability	\$500,000

B. Comprehensive General Liability (personal injury, bodily injury and property damage) - covering premises; underground, explosion and collapse hazard; products completed operations; independent contractors' property damage; personal injury and blanket broad form contractual liability.

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

This Policy Must Include coverage for the liability assumed by the CONTRACTOR under the indemnity provisions of the Contract.

C. Automobile Liability Insurance (bodily injury and property damage) - covering all owned, hired and non-owned automobile equipment.

Combined Single Limit	\$1,000,000
-----------------------	-------------

Coverage will also comply with all applicable automobile statutes and no-fault laws.

Comprehensive General Liability and Comprehensive Automobile Liability Insurance may be arranged under a single policy for the full limits required or a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

OWNER'S LIABILITY INSURANCE

5.4 CONTRACTOR shall obtain Owner's Protective liability insurance in the name of OWNER and ENGINEER as agent for OWNER, with such provisions as will protect OWNER and ENGINEER from contingent liability under this Contract, and shall maintain and pay the premiums of such insurance. The amounts of coverage shall be the same as CONTRACTOR's liability insurance requirements in this Article.

SECTION 00 70 00

PROPERTY INSURANCE

- 5.5 CONTRACTOR shall purchase and maintain property insurance upon the Work to the full insurable value thereof. This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work and shall insure against the perils of fire and include extended coverage and "all risk" coverage for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage. Payment for losses, if any, shall be retained by OWNER as security for Contract and shall be released to CONTRACTOR in periodic payments as such Work progresses.
- A. Any insured loss under the property insurance policies is to be adjusted with, and made payable to, OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause.
 - B. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and against ENGINEER and separate contractors' agents and employees for damages caused by fire or other perils to the extent covered by this property insurance, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. CONTRACTOR shall require similar waivers by Subcontractors.
 - C. OWNER as trustee will have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object to OWNER's exercise of this power within 15 days after the occurrence of loss. If such objection be made, arbitrators shall be chosen by the American Arbitration Association. OWNER as trustee will, in that case, make settlement with the insurers in accordance with the direction of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct the distribution.
 - D. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof from OWNER and consented by endorsement on the policy or policies. The property insurance shall not be canceled or lapse on account of any such use or occupancy.

CERTIFICATE OF INSURANCE

- 5.6 Before commencing performance of Contract, CONTRACTOR shall furnish the OWNER with Certificates of Insurance evidencing:
- A. Insurer(s) affording coverage, acceptable to the OWNER.
 - B. Effective and expiration dates of policies.
 - C. That the OWNER will be given 30 days written notice of any cancellation, non-renewal or material change in any policy.
 - D. That the Contractual Liability Endorsement has been included in Comprehensive General Liability policy.
 - E. Any deductibles and/or self-insured retentions.
 - F. Any exclusions to policies which are not part of the standard form.

ARTICLE 6-CONTRACTOR'S RESPONSIBILITIES

GENERAL

- 6.1 CONTRACTOR will issue communications relative to the Work, to OWNER through ENGINEER.
- 6.2 CONTRACTOR shall supervise and direct the Work competently, efficiently and with skill and attention required to complete the Work in accordance with the Contract Documents. CONTRACTOR shall be solely

SECTION 00 70 00

responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible for accurate compliance of the finished Work with the Contract Documents.

- 6.3 CONTRACTOR shall keep on the Work, at all times the Work is in progress, a competent superintendent who shall be replaced only under extraordinary circumstances with Notice to OWNER and ENGINEER. The superintendent shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be binding on CONTRACTOR.
- 6.4 CONTRACTOR shall provide notice to allow all utilities to locate their facilities prior to the performance of Work. The form and time of notice, the person(s) notified and all other issues related to notice to utilities which may be effected by the Work shall be in accordance with the laws and regulations of the state in which the Work is to be performed.
- 6.5 Unless otherwise specified, restricted work times shall be as follows, except in the event of an emergency as defined in this Article: Sunday or holiday work will not be permitted; and, work will not be permitted from 7:00 p.m. to 7:00 a.m. Saturday work is permitted, provided two day's notice is given to the ENGINEER.

LABOR, MATERIALS AND EQUIPMENT

- 6.6 CONTRACTOR shall provide competent, suitably qualified personnel to execute and complete the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site. ENGINEER may judge the competency and qualifications of personnel and, upon his written request to the CONTRACTOR, the CONTRACTOR shall cause the immediate dismissal from the Work of any personnel considered by ENGINEER to be incompetent and/or unqualified.
- 6.7 CONTRACTOR shall guarantee that he has available the quantities and quality of labor and supervision necessary to fulfill the CONTRACTOR'S obligations under the Contract Documents.
- 6.8 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.
- 6.9 All Products shall be of good quality and new. When required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and installed equipment. CONTRACTOR shall submit to the ENGINEER Shop Drawings, Product Data and samples of Products to be incorporated in the Work.

SUBCONTRACTORS

- 6.10 CONTRACTOR shall be fully responsible for all acts and omissions of Subcontractors and of persons directly or indirectly employed by them and persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and OWNER or ENGINEER or any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to CONTRACTOR for specific work done.
- 6.11 The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating work to be performed by any specific trade.
- 6.12 All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor, subject to the applicable terms and conditions of the Contract Documents.

SUBSTITUTE PRODUCTS

- 6.13 Whenever Products are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, it is intended to establish the type, function and quality required. Unless the substitution is specifically prohibited, substitute

items may be accepted by ENGINEER. ENGINEER will be the sole judge of the acceptability of proposed substitutions. No substitution shall be ordered or installed without ENGINEER's prior acceptance. OWNER may require CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitute.

- A. During the bidding period, requests for substitutions may be given consideration by the ENGINEER, and if approved, an Addendum will be issued to incorporate the approved Product into the Contract Documents. Such requests must be received by the ENGINEER in ample time, not later than 10 days before bid due date, so that any necessary Addendum can be issued to all prospective BIDDERS before submission of the Bids.
- B. A request for substitution after award of the Contract shall be accepted from the CONTRACTOR only, shall be accompanied by manufacturer's data or other detailed description of the proposed Product and will be considered for one of the following reasons only:
 - 1. Increased value to the OWNER.
 - 2. Decreased cost to the OWNER.
 - 3. Specified item not procurable.
- C. A request for a substitution constitutes a representation that the CONTRACTOR has investigated and determined that the proposed Product is equal to or superior in all respects to that specified.
- D. CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating accepted or rejected substitutes and for resulting changes in Drawings and Specifications.

OWNER FURNISHED PRODUCTS:

- 6.14 When the Contract Documents stipulate that the OWNER will furnish Products to be incorporated in the Work, the CONTRACTOR'S responsibilities will be:
 - A. Designate the delivery for each Product in the Construction Schedule.
 - B. Review the Shop Drawings, Product Data and samples.
 - C. Submit to ENGINEER Notice of any discrepancies or problems anticipated in the use of the Product.
 - D. Receive and unload the Products at the Site.
 - E. Promptly inspect Products jointly with the OWNER, record shortages, and damaged or defective items.
 - F. Handle Products at the Site, including uncrating and storage.
 - G. Protect the Products from exposure to the elements and from damage.
 - H. Assemble, install, connect, and adjust the Products as stipulated in the Specifications.
 - I. Repair or replace items damaged by the CONTRACTOR.

PERMITS

- 6.15 CONTRACTOR shall obtain all temporary permits required to complete the Work. Application and inspection fees associated with temporary permits shall be paid by the CONTRACTOR.

USE OF PREMISES

- 6.16 CONTRACTOR shall confine Work operations to the Site and other designated areas. All disturbed areas shall be restored to equal to or better than original condition.
- 6.17 Material and equipment storage areas on Site shall be established and maintained in a manner that will not disrupt or impair the use of the Site.

SECTION 00 70 00

PATENT FEES AND ROYALTIES

6.18 CONTRACTOR shall pay license fees, royalties and costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights in connection with the Work. OWNER will pay for processes involved in the operation of the completed facilities.

SAFETY AND PROTECTION

6.19 CONTRACTOR shall be responsible for initiating, maintaining and supervising safety programs in connection with the Work. CONTRACTOR shall take precautions and provide protection to prevent damage, injury or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work and Products to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the Site or adjacent thereto, both above and below ground, not designated for removal, relocation or replacement. CONTRACTOR shall erect and maintain necessary safeguards for safety and protection of property and shall notify owners of adjacent utilities when prosecution of the Work may affect them. CONTRACTOR shall be responsible for costs associated with all damage, injury or loss.

6.20 CONTRACTOR shall designate a superintendent at the site as safety officer, whose duty shall be the prevention of accidents.

6.21 Damage, injury or loss to property referred to in this Article caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor and anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at CONTRACTOR'S cost. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until the Work is completed and ENGINEER has issued the Certificate of Completion.

LAWS AND REGULATIONS

6.22 CONTRACTOR shall comply with all laws, ordinances, rules, regulations and orders of public bodies applicable to the Work.

6.23 When the CONTRACTOR becomes aware that the Contract Documents, or any requirements thereof, are at variance to laws and regulations, CONTRACTOR shall promptly serve written Notice to the ENGINEER. Any alterations required to bring the Work in compliance will be made by Modification.

6.24 When the CONTRACTOR is aware that the Contract Documents, or any requirements thereof, are at variance to laws and regulations and performs any of the Work contrary to laws and regulations without Notice to the ENGINEER, all costs incurred in correcting the Work shall be borne by the CONTRACTOR.

HAZARDOUS MATERIALS

6.25 In the event CONTRACTOR discovers on the Site unexpected regulated hazardous materials, including without limitation, inorganics, organics and asbestos, CONTRACTOR shall immediately give Notice to ENGINEER and request a determination of how to proceed. In the event CONTRACTOR releases, under any circumstances, regulated hazardous materials on the Site, CONTRACTOR shall immediately give Notice to ENGINEER, take emergency action as appropriate and, following approval by ENGINEER of CONTRACTOR'S proposed plan of remediation, CONTRACTOR shall remediate said release at CONTRACTOR'S expense, all in compliance with all applicable laws and regulations.

EMERGENCIES

6.26 In emergencies affecting the safety of persons, the Work or adjacent property, CONTRACTOR, without authorization from ENGINEER or OWNER, is obligated to act, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt Notice of the emergency

SECTION 00 70 00

action taken, and any significant changes in the Work or deviations from the Contract Documents caused thereby.

INDEMNIFICATION

- 6.27 CONTRACTOR shall indemnify, defend and hold harmless OWNER and ENGINEER, their consultants, agents and employees, from and against claims, damages, losses, attorney's fees, and expenses arising out of, or resulting from, the performance of the Work, provided that any such claim, damage, loss or expense:
- A. 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
 - B. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 6.28 In all claims against OWNER or ENGINEER or their agents or employees, by any employee of CONTRACTOR or Subcontractors or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by the amount or type of damages, compensation or benefits under workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 6.29 The indemnification obligation of CONTRACTOR shall not extend to the liability of ENGINEER, agents or employees arising out of the preparation or approval of maps, Drawings, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 7-WORK BY OTHERS

- 7.1 OWNER may perform or may contract with others to do additional work related to the Project. CONTRACTOR shall afford others a reasonable opportunity to perform work as well as to store materials and equipment on Site and shall properly integrate and coordinate CONTRACTOR's work with others. CONTRACTOR shall coordinate and cooperate with contractors working in the area for other owners or jurisdictions.
- 7.2 If any part of CONTRACTOR's work depends for proper execution or results upon the work of other contractors, other owners, or OWNER, CONTRACTOR shall inspect and promptly report to ENGINEER any defects or deficiencies in such 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.
- 7.3 Additional Work resulting from other contracts, or work by OWNER not noted in the Contract Documents will be added by Change Order.

ARTICLE 8-OWNER'S RESPONSIBILITIES

GENERAL

- 8.1 OWNER will issue all communications to the CONTRACTOR through the ENGINEER.
- 8.2 In case of termination of the employment of ENGINEER, OWNER will appoint an engineer against whom CONTRACTOR makes no substantial objections, whose status under the Contract Documents will be that of the former ENGINEER.
- 8.3 OWNER will furnish the data required under the Contract Documents promptly and will make payments to CONTRACTOR promptly.

SECTION 00 70 00

OWNER FURNISHED PRODUCTS

- 8.4 When the Contract Documents stipulate that the OWNER will furnish Products to be incorporated in the Work, the OWNER'S responsibilities will be:
- A. Arrange for and deliver the necessary Shop Drawings, Product Data, and samples to the CONTRACTOR.
 - B. Arrange and pay for delivery of the Products to the Site in accordance with the Construction Schedule.
 - C. Deliver supplier's bill of materials to the CONTRACTOR.
 - D. Inspect deliveries jointly with the CONTRACTOR.
 - E. Submit claims for transportation damage.

ARTICLE 9-ENGINEER'S STATUS

OWNER'S REPRESENTATIVE

- 9.1 ENGINEER will be OWNER'S representative during the bidding and construction period. Communications between the OWNER and the CONTRACTOR, or claimant, will be directed through the ENGINEER. The duties, responsibilities and limitations of authority of ENGINEER as OWNER's representative during the bidding and construction are set forth in these Contract Documents and shall be modified only with consent of OWNER and ENGINEER.
- 9.2 ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.
- 9.3. ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

VISITS TO SITE

- 9.4 ENGINEER will 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, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

CLARIFICATIONS AND INTERPRETATIONS

- 9.5 ENGINEER may issue clarifications or interpretations consistent with, or inferable from, the intent of the Contract Documents.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 9.6 ENGINEER shall review Shop Drawings, Product Data and samples of Products submitted by the CONTRACTOR.

REJECTING DEFECTIVE WORK

- 9.7 ENGINEER will have authority to disapprove of or reject Defective Work. ENGINEER will also have authority to require special inspection or testing of Work whether or not the Work is fabricated, installed or completed.

SECTION 00 70 00

SITE REPRESENTATIVE

- 9.8 ENGINEER will furnish a Resident Project Representative, who may have one or more assistants, to aid OWNER and ENGINEER in carrying out their responsibilities at the Site. The duties, responsibilities and authority of the Resident Project Representative are set forth in Article 18 of these General Conditions.

DECISIONS ON DISAGREEMENT

- 9.9 ENGINEER will be initial interpreter of the requirements of Contract Documents and judge of acceptability of the Work. Claims, disputes, and other matters pertaining to bidding, execution and progress of the Work shall be referred initially to ENGINEER with a request for an informal meeting and a formal decision. Notice of each such claim, dispute and other matter shall be delivered by claimant to ENGINEER and other party within 15 days of occurrence of the event giving rise thereto. Additional supporting data shall be supplied within 30 days of occurrence. ENGINEER's written decision will be rendered within 40 days after the occurrence. In ENGINEER's capacity as interpreter and judge, ENGINEER will be impartial to OWNER, CONTRACTOR or claimant and will not be liable for any decision rendered in good faith.
- 9.10 The rendering of a decision by ENGINEER with respect to any such claim, dispute or other matter, will be a condition precedent to arbitration under these General Conditions. The ENGINEER's decision shall become final and binding on the parties 30 days after the decision is rendered unless deferred by an arbitration request, litigation or administrative appeal (if applicable) is filed by either party within the 30-day period. Lawsuits shall be brought in Ingham County.
- 9.11 No decision made by ENGINEER in good faith, either to exercise or not to exercise authority under this Article shall give rise to any duty, liability or responsibility of ENGINEER to claimant, CONTRACTOR, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

ARTICLE 10-CHANGES IN THE WORK

- 10.1 Without invalidating the Contract, OWNER may, at any time, order additions, deletions or revisions in the Work by Change Orders. Upon receipt of an executed Change Order, CONTRACTOR shall proceed with the Work involved.
- 10.2 ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These changes will be authorized by a Bulletin and will be binding upon OWNER and CONTRACTOR.
- 10.3 Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except as set forth in these General Conditions.
- 10.4 OWNER shall execute appropriate Change Orders recommended by ENGINEER as set forth in these General Conditions.
- 10.5 It shall be CONTRACTOR's responsibility to notify Surety of any changes affecting the general scope of the Work or change in the Contract Price or Time. The amount of the applicable Bonds shall be adjusted accordingly.

ARTICLE 11-CHANGE OF CONTRACT PRICE

GENERAL

- 11.1 The Contract Price constitutes the total compensation payable for performing all duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR, and includes all taxes payable by CONTRACTOR as a result of the Work.
- 11.2 The Contract Price shall only be changed by a Change Order. Claims for a change in the Contract Price shall be submitted, with supporting data, to ENGINEER within 15 days of the occurrence of the event giving rise to the claim.

SECTION 00 70 00

- 11.3 Claims for extra compensation shall not be made by CONTRACTOR for reasonable delays:
- A. caused by the work of other Project contractors or subcontractors.
 - B. due to the failure of OWNER to perform any obligations required of OWNER under these Contract Documents.
- 11.4 Value of the Work covered by a Change Order shall be determined by one of the following methods:
- A. where the Work is covered by Contract unit prices by application of unit prices to the items involved.
 - B. by mutual acceptance of a lump sum.
 - C. on the basis of the cost of the Work, plus overhead and profit, but only in the event OWNER and CONTRACTOR cannot agree on one of the above methods.

COST-PLUS WORK

- 11.5 Cost-plus work means cost of the Work plus a fee. Cost of the Work means the sum of all costs incurred and paid by CONTRACTOR in the performance of cost-plus work. Such costs shall be in amounts no higher than those prevailing in the locality of the Work. Cost of the Work shall only include:
- A. payroll costs for employees including superintendents and foremen at the Site in the direct employ of CONTRACTOR under schedules of job classifications. Payroll costs shall include, but not be limited to, salaries and wages, social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay.
 - B. cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation, storage and manufacturers' field services.
 - C. rentals of all construction equipment, machinery and accessories, and costs of transportation, loading, unloading, installation, dismantling and removal. Rental rates shall not exceed rates listed in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Guide Book Company. Rates allowed will be based on the most economical time unit. The rental determined by multiplying the rate (e.g., hourly, daily, weekly, etc.) by the period of use shall not exceed the rental determined by applying the next highest rate (e.g., for this purpose the daily rate would be "higher" than the hourly rate, etc.) to the corresponding period of use.
 - D. fees of special consultants.
 - E. cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, hand tools, office and temporary facilities at the Site.
 - F. transportation, travel and subsistence expenses.
 - G. sales, use or similar taxes imposed by any governmental authority.
 - H. unavoidable deposit losses, royalty payments, and fees for permits and licenses, and losses and damages to the Work not compensated by insurance.
 - I. the cost of utilities, fuel, telegrams, long distance telephone calls, and expressage.
- 11.6 Cost of the Work shall not include:
- A. compensation for CONTRACTOR's officers, executives, principals, managers, professionals, clerks and other personnel, whether at the Site or office.
 - B. any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

SECTION 00 70 00

- C. cost 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 or damage to the property, disposal of materials or equipment wrongly supplied.
 - D. other overhead or general expense costs.
- 11.7 The fee allowed to the CONTRACTOR for overhead and profit shall be 10 percent of the cost of the Work; except for payments to Subcontractors in which case the fee shall be 5 percent.
- 11.8 Payments to Subcontractors will be determined in the same manner as CONTRACTOR's cost of the Work. The fee allowed to the Subcontractors for overhead and profit shall be 10 percent.
- 11.9 The amount of credit to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease, exclusive of any fee for overhead and profit. When both additions and credits are involved in any one change, the overhead and profit shall be based on the net increase in the Work.
- 11.10 CONTRACTOR shall submit daily cost reports of cost-plus work to the ENGINEER.

ARTICLE 12-CHANGE OF THE CONTRACT TIME

- 12.1 The Contract Time may only be altered by a Change Order. Claim for a change of Contract Time shall be delivered to OWNER and ENGINEER within 15 days of the event giving rise to the claim. Adjustment in the Contract Time will be determined by ENGINEER.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to unreasonable time delays beyond control of CONTRACTOR. Reasons for such delays shall be restricted to fires, labor disputes, epidemics, abnormal weather conditions, and Acts of God. In addition Contract Time may be extended for unreasonable time delays:
- A. caused solely by work of other Project contractors or subcontractors
 - B. due to failure of OWNER to perform any obligations required of OWNER under these Contract Documents.

ARTICLE 13-WARRANTY, TESTS AND DEFECTIVE WORK

WARRANTY AND GUARANTEE

- 13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that materials and equipment shall be new and that Work shall be of good quality and free from faults or defects and in accordance with requirements of the Contract Documents. Prompt Notice of any defects will be given to CONTRACTOR.
- 13.2 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by monthly estimates, passes automatically to OWNER at the time of payment, free and clear of all liens.

TESTS AND INSPECTIONS

- 13.3 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved by someone other than CONTRACTOR, CONTRACTOR shall give ENGINEER timely notice of readiness therefore. Such tests shall be in accordance with the methods prescribed by the applicable organization or the Contract Documents. All certification fees, testing laboratory fees, and inspection fees of said public authorities will be paid by CONTRACTOR. Inspection coordination is the responsibility of the CONTRACTOR, unless otherwise indicated in the Contract Documents.

SECTION 00 70 00

- 13.4 Neither observations by ENGINEER nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from obligations to perform the Work required by the Contract Documents, laws, ordinances, rules, regulations or orders of public authority having jurisdiction.
- 13.5 When inspection readiness is declared by the CONTRACTOR and the inspection proves unsuccessful, all costs for the inspection shall be borne by the CONTRACTOR.

ACCESS TO THE WORK

- 13.6 ENGINEER, his representatives, and representatives of OWNER shall at all times have access to the Work. CONTRACTOR shall provide proper facilities for access, observation of the Work, and for any inspection or testing by manufacturers, suppliers, material men, and other parties as authorized by OWNER.

UNCOVERING WORK

- 13.7 If Work requiring inspection, testing or approval is covered either without ENGINEER's written approval where required, or contrary to ENGINEER's specific request, the Work shall, if requested by ENGINEER, be uncovered for observation and replaced at CONTRACTOR's expense.
- 13.8 If ENGINEER considers it necessary or advisable that covered Work be inspected or tested, other than as outlined under the previous paragraph, CONTRACTOR, at ENGINEER's request, shall uncover and expose that portion of the Work. If the Work is defective, CONTRACTOR shall bear all the expenses of satisfactory repair and reconstruction, including compensation for additional engineering services resulting therefrom. If such Work is not found to be defective, CONTRACTOR shall be allowed an increase in Contract Price, an extension of Contract Time, or both, directly attributable to such uncovering and reconstruction.

CUTTING AND PATCHING

- 13.9 CONTRACTOR shall be responsible for all cutting, fitting and patching required to complete the Work, to make its several parts fit together properly, or to uncover portions of the Work to provide for installation of ill-timed Work. CONTRACTOR shall not cut or alter any part of the Work or the work of another Contractor or Subcontractor without written approval of the ENGINEER. In no case shall the CONTRACTOR endanger any portion of the Work by cutting or altering any part of it.

CORRECTION OR REMOVAL OF DEFECTIVE WORK

- 13.10 CONTRACTOR shall promptly, as specified by ENGINEER, either correct any Defective Work or remove it from the Site and replace it with acceptable Work. If CONTRACTOR does not correct or remove and replace such Defective Work within a reasonable time, OWNER may have the deficiency corrected or the Defective Work removed and replaced by others. All direct and indirect costs of such correction or removal, and replacement, including compensation for additional engineering services, shall be paid by CONTRACTOR in an amount as verified by ENGINEER. CONTRACTOR shall also repair all Work of others destroyed or damaged by replacement of CONTRACTOR's Defective Work.

ONE YEAR CORRECTION PERIOD

- 13.11 Prior to the expiration of one year after the date of Certificate of Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, CONTRACTOR shall promptly correct identified Defective Work or remove it from the Site and replace it with acceptable Work. If CONTRACTOR does not promptly comply, OWNER's rights to correction will be the same as for Defective Work in this Article. Repairs and replacements made under this paragraph shall bear an additional 12-month correction period dated from the acceptance of repair and replacement.

ACCEPTANCE OF DEFECTIVE WORK

- 13.12 If OWNER prefers to accept Defective Work, an appropriate reduction in the Contract Price will be made. If the acceptance occurs after final payment, an appropriate amount, as determined by ENGINEER, shall be paid by CONTRACTOR to OWNER.

SECTION 00 70 00

OWNER'S RIGHT TO DO WORK:

- 13.13 If CONTRACTOR should neglect to prosecute the Work properly and diligently, or fail to perform any provision of this Contract, including requirements of the Construction Schedule, OWNER, after three (3) days Notice to CONTRACTOR and his Surety may, without prejudice to any other remedy that OWNER may have, correct and remedy any such deficiency. Direct and indirect costs of OWNER, including compensation for additional engineering services, shall be verified by ENGINEER and an appropriate reduction in the Contract Price will be made. If the payments due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

ARTICLE 14-PAYMENTS AND COMPLETION

PROGRESS PAYMENTS AND RETAINAGES

- 14.1 As a condition precedent to the first progress payment, CONTRACTOR shall submit a Construction Schedule and Schedule of Values.
- 14.2 Monthly, CONTRACTOR will prepare a payment request covering Work completed to date supported by such data as ENGINEER may reasonably request from CONTRACTOR.
- 14.3 The monthly payment requests shall not include Products not incorporated in the Work unless specifically requested by CONTRACTOR and approved by OWNER subject to the following mandatory conditions:
- A. the Products have been specifically manufactured for the Work;
 - B. the Products have been delivered and suitably stored at the Site or at another location agreed to; and
 - C. CONTRACTOR has furnished supporting data, satisfactory to OWNER, that establishes OWNER's title to the Products, free of any Liens or other encumbrances, and protects OWNER's interest therein, including applicable insurance.
- 14.4 Monthly progress payments and retainage shall conform to the following, provided CONTRACTOR'S progress is in accordance with the approved Construction Schedule and the conditions for payment as set forth in this Article.
- A. Progress payments covering the first 50 percent of the Work shall be 90 percent of the progress period Work completed and 75 percent of the Products furnished and not incorporated in the Work, but specifically authorized by the OWNER.
 - B. Progress payments covering the final 50 percent of the Work, at the discretion of the OWNER, may be increased to 100 percent of the progress period Work completed and 75 percent of Products furnished and not incorporated in the Work, but specifically authorized by the OWNER.
 - C. All payments to the CONTRACTOR by the OWNER, including retainage, shall be in accordance with all laws and regulations applicable to these activities in the state in which the Work is performed.

APPROVAL OF PAYMENT

- 14.5 CONTRACTOR will prepare monthly payment requests and present them to ENGINEER for recommendation to the OWNER. ENGINEER shall complete review of such requests, make adjustments as deemed appropriate, and forward to the OWNER within ten (10) days of receipt from the CONTRACTOR.
- 14.6 ENGINEER'S submittal and recommendation of any payment request shall constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of Work in progress as an experienced qualified professional, that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that CONTRACTOR is entitled to payment. However, by recommending payment, ENGINEER shall not thereby be deemed to have represented that ENGINEER made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that ENGINEER has reviewed the means, methods,

SECTION 00 70 00

techniques, sequences, and procedures of construction or that ENGINEER has made any examination to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to CONTRACTOR or that title to any Work, materials, or equipment has passed to OWNER free and clear of any liens.

- 14.7 OWNER will make payment to CONTRACTOR on monthly requests within 30 days of ENGINEER'S presentation to OWNER.

PAYMENT WITHHELD

- 14.8 ENGINEER may not recommend any payment or may nullify any payment previously recommended, to such extent as may be necessary to protect OWNER from loss because:
- A. Work is defective or completed Work has been damaged requiring correction or replacement.
 - B. written claims have been made against OWNER or liens have been filed in connection with the Work.
 - C. Contract Price has been reduced by Modifications.
 - D. CONTRACTOR has failed to file receipts for payment of equipment and materials not incorporated in the Work.
 - E. OWNER has been required to correct Defective Work or complete neglected Work.
 - F. unsatisfactory prosecution of the Work, including failure to clean-up or failure to perform testing as required by the Contract Documents.

PARTIAL UTILIZATION

- 14.9 OWNER shall have the right to take possession of, and use any completed or partially completed portions of the Work prior to completion. The OWNER's possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. Unless otherwise called for in the Contract Documents, CONTRACTOR will be reimbursed for any extra costs or provide an extension of Contract Time for any delays or both which result from Partial Utilization of Work. Special insurance coverage, if required, shall be provided by the OWNER. Upon receipt of a request from OWNER to utilize a portion of the Work, ENGINEER shall:
- A. make an inspection and shall prepare a list of items of incompleting and Defective Work remaining for the portion of the Work to be utilized.
 - B. determine if any extra compensation or time extension is due the CONTRACTOR due to the OWNER'S Partial Utilization of the Work.

SUBSTANTIAL COMPLETION

- 14.10 When ENGINEER considers that the Work has been substantially but not entirely completed, and full completion thereof is materially delayed through no fault of CONTRACTOR, ENGINEER will issue a Certification of Substantial Completion. Liquidated damages for that portion of Work will not be assessed beyond the date of Substantial Completion.

PAYMENT FOR SUBSTANTIAL COMPLETION

- 14.11 OWNER will, upon Certificate of Substantial Completion by ENGINEER and without terminating the Contract, make payment of the balance due for Work fully completed and accepted. Consent of the Surety shall be submitted by CONTRACTOR to ENGINEER prior to certification of 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.

SECTION 00 70 00

NOTIFICATION OF COMPLETION

- 14.12 When CONTRACTOR considers the Work required in the performance of this Contract to be complete and ready for final inspection, CONTRACTOR shall provide Notice to the ENGINEER.

FINAL INSPECTION

- 14.13 CONTRACTOR shall serve Notice of completion on ENGINEER who will, within 7 days, schedule the final inspection with OWNER and CONTRACTOR, and will notify CONTRACTOR of incomplete and Defective Work. CONTRACTOR shall remedy such defects immediately and again submit a Notice of completion. Questions regarding quantities for payment will be measured jointly by the CONTRACTOR and ENGINEER.

FINAL PAYMENT

- 14.14 After CONTRACTOR has remedied all incomplete and Defective Work and delivered documents required by the Contract Documents, CONTRACTOR will prepare a request for final payment. CONTRACTOR shall furnish an executed Affidavit of Completion, in the form set forth in Article 19 of these General Conditions, including consent of the Surety to final payment. In lieu thereof, CONTRACTOR may furnish a Bond satisfactory to OWNER to indemnify OWNER against any lien.

APPROVAL OF FINAL PAYMENT

- 14.15 If ENGINEER is satisfied that the Work has been completed, and has received CONTRACTOR's Affidavit of Completion, ENGINEER will, within 10 days, issue the Certificate of Completion and present a recommendation for final payment to the OWNER for approval and payment. If said documentation is satisfactory in form and substance, OWNER shall pay CONTRACTOR within 30 days of receipt thereof.

CONTRACTOR'S CONTINUING OBLIGATION

- 14.16 The CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents shall be absolute. Recommendation of any progress or final payment by ENGINEER, issuance of a Certificate of Substantial Completion, any payment by OWNER to CONTRACTOR, any use or occupancy of the Work or any part thereof by OWNER, any act of acceptance by OWNER or any failure to do so, or any correction of Defective Work by OWNER shall not constitute an acceptance of Work contrary to the Contract Documents.
- 14.17 The duties and obligations imposed on CONTRACTOR by these General Conditions, and the rights and remedies available hereunder, and the rights and remedies available to OWNER and ENGINEER hereunder, shall be in addition to, and not a limitation of, any otherwise imposed or available by law, by special guarantee, or other provisions of the Contract Documents.

WAIVER OF CLAIMS

- 14.18 The making and acceptance of final payment shall constitute:
- A. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from Defective Work appearing after final inspection pursuant to this Article or from failure to comply with the Contract Documents. However, it shall not constitute a waiver by OWNER of any rights with respect to CONTRACTOR's continuing obligations under the Contract Documents; and
 - B. A waiver of all claims by CONTRACTOR against OWNER, except those claims under negotiation, arbitration, or litigation.
- 14.19 CONTRACTOR'S refusal to accept the final payment as tendered by OWNER shall constitute a waiver of any right to interest thereon.

LIQUIDATED DAMAGES

- 14.20 OWNER will deduct the amount of any liquidated damages and expenses, calculated in accordance with the Agreement, from moneys due or to become due to CONTRACTOR. If such amount exceeds such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

SECTION 00 70 00

ARTICLE 15-SUSPENSION AND TERMINATION

WORK SUSPENSION

- 15.1 OWNER may order CONTRACTOR to suspend the Work, or any portion thereof, until the reason for such suspension has been eliminated; however, this right shall not give rise to any duty by OWNER to exercise this right for the benefit of CONTRACTOR or any other party.
- 15.2 OWNER may suspend the Work for the following reasons:
- A. Defective Work.
 - B. CONTRACTOR fails to supply sufficient skilled workmen or suitable Products.
 - C. CONTRACTOR fails to make prompt payments to Subcontractors or for labor or Products.
 - D. CONTRACTOR fails to maintain proper insurance, bonds, licenses, or federal, state, or local permits.

OWNER TERMINATION OF WORK

- 15.3 Upon the occurrence of any one or more of the following events OWNER may, after giving CONTRACTOR and Surety 10 days written Notice of Termination, terminate the services of the CONTRACTOR.
- A. CONTRACTOR fails to initiate and diligently proceed with the Work.
 - B. CONTRACTOR is adjudged bankrupt or insolvent.
 - C. CONTRACTOR makes a general assignment for the benefit of creditors.
 - D. a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property.
 - E. CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.
 - F. CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable Products.
 - G. CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor or Products.
 - H. CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.
 - I. CONTRACTOR disregards the authority of the ENGINEER.
 - J. CONTRACTOR otherwise violates any provisions of the Contract Documents.

OWNER COMPLETION OF WORK ON TERMINATION:

- 15.4 If the Surety does not resume performance of the Work within 10 days after Notice of Termination is received from OWNER, OWNER shall have the absolute right to complete the Work in the most expeditious manner and shall have the right to exclude CONTRACTOR from the Site and take possession of the Work and of all CONTRACTOR's tools, appliances, equipment and machinery at the Site and use the same without liability to CONTRACTOR for trespass or conversion. OWNER may incorporate in the Work all Products for which OWNER has paid CONTRACTOR but which are stored elsewhere. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the balance due to CONTRACTOR at the time of termination exceeds the direct and indirect costs of completing the Work, including compensation for additional engineering services, attorney's fees, technical services and administrative costs, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work OWNER shall not be required to obtain the lowest cost for the remaining portion of the Work performed.

SECTION 00 70 00

OWNER'S ADDITIONAL TERMINATION RIGHTS

- 15.5 Where CONTRACTOR's services have been terminated by OWNER, said termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention due or payment of money by OWNER to CONTRACTOR shall not release CONTRACTOR from liability.

OWNER'S TERMINATION FOR CONVENIENCE

- 15.6 Upon 10 days' written Notice to CONTRACTOR, Surety and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, CONTRACTOR will be paid for Work executed and expense sustained plus a reasonable profit.

CONTRACTOR'S CONTINUING WORK DURING DISPUTES

- 15.7 CONTRACTOR shall carry on the Work and maintain the Construction 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.

CONTRACTOR MAY STOP WORK OR TERMINATE

- 15.8 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 days by the OWNER or by an order of court or other public authority, or OWNER fails to pay CONTRACTOR any sum recommended by ENGINEER within 90 days of its presentation, then CONTRACTOR may, upon 10 days' written Notice to OWNER, terminate this Contract and recover from OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In lieu of terminating the Contract, CONTRACTOR may, upon 10 days' notice to OWNER, stop the Work until CONTRACTOR has been paid amounts then due.

ARTICLE 16-ARBITRATION

- 16.1 In the event that a claim, dispute or other question arises relating to the Contract Documents, except claims which have been waived by the making or acceptance of final payment or claims not subject to arbitration under applicable law, OWNER and CONTRACTOR may, by mutual agreement, submit the claim, dispute or matter to arbitration. In the event the parties agree to arbitration, the right to proceed to arbitration shall be subject to the terms and conditions in this Article.
- 16.2 The parties must agree on the specific claims, disputes or matters to be arbitrated. The written arbitration submission shall state the nature and circumstances surrounding the claim or dispute, state the amount claimed or relief sought, and the specific supporting provisions relied upon in the Contract Documents. The scope of the arbitration shall be strictly limited to matters defined in the arbitration submission.
- 16.3 Once the arbitration submission has been signed by both parties, it shall be submitted to the American Arbitration Association which shall proceed to process the case in accordance with the Construction Industry Arbitration Rules, except to the extent that the same have been modified by this Article and the arbitration submission.
- 16.4 The arbitration panel shall consist of one Professional Engineer or Architect, one Contractor, and one Attorney selected in accordance with the applicable rules of the American Arbitration Association. In lieu of the appointment of an Arbitration Panel to settle an existing claim or dispute, OWNER and CONTRACTOR may agree upon a permanent arbitrator or Arbitration Panel to decide all claims, disputes, and other matters relating to the Contract Documents.
- 16.5 The arbitrator or Arbitration Panel shall apply the terms and conditions of the Contract Documents to the claim, dispute or matter submitted to it and shall base its decision on said Contract Documents.
- 16.6 The arbitrator's or Arbitration Panel's decision shall be set forth in writing, shall state the decision on each claim, dispute or matter submitted, and the reason for each decision.

SECTION 00 70 00

- 16.7 Once a written arbitration submission has been executed, the agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitration award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in any court having jurisdiction thereof.
- 16.8 During the pendency of the arbitration proceedings, CONTRACTOR covenants and agrees that CONTRACTOR shall continue to proceed with the Work required pursuant to the Contract Documents. In the event that CONTRACTOR is terminated by OWNER at any time prior to the issuance of the arbitrator's or Arbitration Panel's written decision, or if CONTRACTOR fails to proceed with the Work during the pendency of the arbitration proceedings, OWNER shall be entitled to obtain a court order enjoining the continuance of said arbitration proceedings by reason of such action.

ARTICLE 17-MISCELLANEOUS

- 17.1 Whenever any provision of the Contract Documents requires the giving of Notice, it shall be deemed to have been validly given, if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by certified mail or commercial carrier, with provision for receipt acknowledgement, to the last business address known to party who gives the Notice. Notice may also be made by facsimile transmission. In such case, Notice will be deemed received when the transmission is made. The party making such facsimile transmissions shall also forward a copy of such Notice by regular mail.
- 17.2 If any section, paragraph, clause or provision of the Contract Documents shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of the Contract Documents. The Article and paragraph headings in the Contract Documents are furnished for convenience of reference only and shall not be considered to be a part of the Contract Documents.

ARTICLE 18-RESIDENT PROJECT REPRESENTATIVE

GENERAL

- 18.1 Resident Project Representative is ENGINEER's Agent under the supervision of ENGINEER in matters pertaining to the on-site Work. Dealings with Subcontractors shall be through, or with knowledge of, CONTRACTOR.

DUTIES AND RESPONSIBILITIES

- 18.2 Resident Project Representative will:
- A. Review the Construction Schedule, schedule of Shop Drawing submissions, and Schedule of Values prepared by CONTRACTOR, and consult with ENGINEER concerning their acceptability.
 - B. Attend preconstruction conferences, progress meetings, and other job conferences; chair meetings and maintain and circulate copies of minutes and notices thereof.
 - C. Serve as ENGINEER's liaison with CONTRACTOR, principally through with CONTRACTOR's Superintendent. Assist ENGINEER as OWNER's liaison when CONTRACTOR's operations affect OWNER's on-site operations.
 - D. Assist ENGINEER in obtaining from OWNER additional details or information when required for proper execution of the Work.
 - E. Receive Shop Drawings, Product Data and samples, submittals, and receive samples delivered at the site for ENGINEER's examination.
 - F. Advise ENGINEER and CONTRACTOR immediately of the commencement of any Work requiring a Shop Drawing of sample submission if the submission has not been approved by ENGINEER.
 - G. Conduct on-site observations of the Work to assist ENGINEER in determining compliance with the Contract Documents.

SECTION 00 70 00

- H. Report to ENGINEER whenever it appears that any portion of the Work does not conform to the Contract Documents or has been damaged prior to final payment; and advise ENGINEER when it appears any portion of the Work should be uncovered for observation or requires special testing, inspection or approval.
- I. Verify that required tests, equipment and systems startups, and operating and maintenance instructions are conducted in the presence of required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER details of test procedures, startups, inspections, and operating and maintenance instructions.
- J. Accompany inspectors representing public or other agencies having jurisdiction on the Project; record and report to ENGINEER on the outcome of these inspections.
- K. Transmit to CONTRACTOR, ENGINEER's clarifications and interpretations of the Contract Documents.
- L. Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- M. Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings, Product Data and samples submissions, reproductions of original Contract Documents, including all Addenda, Change Orders, additional Drawings, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- N. Maintain a log book, recording hours on the Site, weather conditions, data relative to extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, and general and specific observations of test procedures.
- O. Furnish ENGINEER periodic reports of progress of the Work and its relationship with the approved Construction Schedule and schedule of Shop Drawing submissions.
- P. Consult with ENGINEER relative to scheduled major tests, inspections or start of critical phases of the Work.
- Q. Report accidents immediately to ENGINEER.
- R. Review applications for payment with CONTRACTOR and forward them with recommendations to ENGINEER, noting relation to the Schedule of Values, Work completed, and payment for materials and equipment not incorporated in the Work.
- S. During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and that this material is delivered to ENGINEER for review and forwarding to OWNER prior to final acceptance of the Work.
- T. Prior to, and as a condition of, recommending to ENGINEER issuance of a Certificate of Substantial Completion, Resident Project Representative will:
 - 1. Prepare a list of incomplete or Defective Work.
 - 2. Verify that all items required for Substantial Completion have been corrected or completed.
 - 3. Secure agreement between OWNER and CONTRACTOR relative to responsibilities for utilities, heat, janitorial services, insurance, Project security, access by the parties, safety and any other matters.
 - 4. Secure CONTRACTOR's specific Construction Schedule to fully complete the Work.
- U. Conduct final inspection with ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- V. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

LIMITATIONS OF AUTHORITY

- 18.3 Resident Project Representative shall not guarantee or warrant CONTRACTOR's Work. Except upon written instructions of ENGINEER, Resident Project Representative shall not:
- A. Authorize any deviation from the Contract Documents or approve any substitute Products.
 - B. Exceed limitations on ENGINEER's authority as set forth in the Contract Documents.
 - C. Undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's Superintendent, or expedite the Work.
 - D. 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.
 - E. Advise on, or issue directions as to, safety precautions and programs in connection with the Work.
 - F. Authorize OWNER to occupy the Project in whole or in part.
 - G. Participate in specialized field or laboratory tests.
 - H. Order the Work stopped.

