
**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR THE**

VILLAGE OF LAWTON

MORRILL STREET SEWER EXTENSION

FEBRUARY 2022



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VILLAGE OF LAWTON
MORRILL STREET SEWER EXTENSION PROJECT

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PART 1

ADVERTISEMENT FOR BID

The Village of Lawton will receive sealed bids for the construction of the Morrill Street Sewer Extension Project until 11:00 am, local time on the 18th day of *March, 2022*, at the office of 125 S. Main Street, Lawton, MI 49065 (Village Hall) at which time all bids will be publicly opened and read aloud.

The work for which bids are being requested consists of the following:

Contract

A house / structure is in the process of construction on Morrill Street between Hamilton Street and Liberty Street (Parcel Number 80-45-600-046-00) which will require access to public utilities. This contract consists of extending sewer approximately 120 ft, the installation of a 1" water service, traffic control, pavement restoration, and slope restoration.

The Contract Documents including plans and specifications may be obtained at no charge by downloading from the Wightman website bidding page at <https://bids.gowightman.com/>. Neither the OWNER nor the ENGINEER will be responsible for partial sets of documents obtained from any other source. The Advertisement for Bids, Plan Holder's List, all Addenda, and the Bid Tabulation will also be posted on the Wightman website bidding page at www.gowightman.com/bids.

The OWNER reserves the right to reject any or all bids and to waive any irregularities in bidding. The use of local contractors and labor is encouraged.

A certified check or bank draft drawn on a solvent bank in the State of Michigan payable without condition to the OWNER or a satisfactory bid bond executed by the bidder and a surety company, in an amount equal to 5 percent of the bid shall be submitted with each bid.

No bids may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

The successful bidder will be required to furnish a satisfactory Performance Bond and a Payment Bond in the amount of 100 percent of the Contract price. Bond forms are included in the Contract Documents.

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PART 2

INSTRUCTIONS TO BIDDERS

1. Preparation of Proposal

Each proposal shall be firmly sealed in an envelope which is clearly labeled "Morrill Street Sewer Extension Project" and delivered to the office designated in the Advertisement for Bids. All bids are to be made only on forms of proposal furnished by the OWNER and included in this volume. Only proposals which are made out upon the regular proposal forms will be considered. A separate set of proposal forms has been provided for submission of the bid. The OWNER may consider as informal any proposal on which there is an alteration of or departure from the prescribed form. Any unauthorized riders or qualifications to the bid as submitted may be rejected as irregular.

The proposal must be legibly written in ink with all prices given in figures as required by the proposal form. In case of unit price proposals, the bidder shall fill in the unit price bid for each item and in addition thereto, make an extension based on the estimated quantities. In case of incorrect totaling of amounts or where the unit bid price and the extension do not agree, the unit bid price shall in all cases govern in arriving at the correct extension and/or total for the purpose of comparing bids.

2. Bid Security

No proposal will be received unless accompanied by a certified check or bank draft or a satisfactory bid bond executed by the bidder and a Surety Company in an amount not less than five (5%) percent of the total bid payable to the OWNER as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract and bond within ten (10) days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed as liquidated damages. By filing a proposal, all bidders agree to accept this provision. *Note: The Surety Company must be licensed to do business in the State of Michigan and listed on the U.S. Treasury Circular 570.*

3. Liquidated Damages

Failure to completely finish the whole of the specified work within the number of calendar days specified for completing all work of the Contract including extensions granted subject to the provisions of Article 20 of the General Conditions, shall entitle the OWNER to deduct from the moneys due the CONTRACTOR as "Liquidated Damages" and not as a penalty, the sum of \$500 per day for each and every calendar day of delay in completion of the work.

4. Examination of Site and Specifications

At the time of opening bids, each bidder will be presumed to have made a personal investigation of the site of the work and of existing structures and to have read and be thoroughly familiar with the plans, specifications and Contract Documents (including all addenda). He shall determine to his own satisfaction the conditions to be encountered, the nature of the ground, difficulties involved in completing the Contract and all factors affecting the work proposed under this Contract.

The bidder to whom this Contract is awarded will not be entitled to any additional compensation by reason of his failure to fully acquaint himself with the conditions at the site or by his failure to fully examine the plans, specifications and Contract Documents.

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5. Interpretation of Proposed Contract Documents

If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract Documents, he may submit to the OWNER a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued or delivered to each person receiving a set of such documents. The OWNER will not be responsible for any other explanations or interpretations of the proposed documents.

6. Qualifications of Bidder

The OWNER shall have the right to take such steps as is deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the OWNER all such information and data for this purpose as the OWNER may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the OWNER that the bidder is qualified to carry out properly the terms of the Contract Documents.

7. Approximate Quantities

In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated on which unit prices are so invited are approximate only and each bidder will be required to make his own estimates of amounts and to calculate his unit price accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities while made from the best information available are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work.

8. Standard Manufacturer

Wherever the terms "standard", "recognized" or "reputable" manufacturer are used, they shall be construed as meaning, manufacturers who have been engaged in the business of fabricating materials, equipment or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids and who can demonstrate to the satisfaction of the OWNER that said manufacturer has successfully installed in a least three instances and that the performance of such materials, equipment or supplies has been satisfactory. Manufacturers who have been engaged in the business of manufacturing said materials, equipment or supplies for a period of over twelve months prior to the date fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

9. Soil Borings

Bidders shall make whatever borings necessary to fully acquaint themselves with conditions as they exist so that they may fully understand the conditions which may affect the cost of the work. Failure to make such borings or any borings made which do not provide a complete understanding of the conditions encountered, shall not relieve the CONTRACTOR of the responsibility for carrying out all the work to completion as shown on the plans, or as specified, at the price specified to be paid for the work. Where the results of any test borings are shown on the plan, the information is not guaranteed, and the CONTRACTOR must satisfy himself as to the character of materials that may be encountered.

10. Signing of Bids

Bids which are not signed by the individual making them, shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

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Bids which are signed by a partnership shall be signed by all the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officers of the corporation manually written below the corporate name following the word "by". If such a bid is manually signed by an officer other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid shall be attached to it. Such a bid shall also bear the attested signature of the secretary of the corporation and the impression of the corporate seal.

11. Award of Contract

An Award of Contract will be made in accordance with the applicable stipulations in the proposal to the lowest responsible bidder whose proposal complies with all the requirements prescribed, provided his bid is reasonable and it is to the interest of the OWNER to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The OWNER reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the OWNER.

When so stipulated in the proposal form, the OWNER may elect to make a tentative award of Contract pending the sale of bonds or the completion of other financing arrangements. In such event and upon successful completion of the necessary arrangements to finance the cost of the project, the OWNER and the successful bidder to whom the tentative award has been made, shall enter into a written Contract at the price stated in the proposal and as specified provided that the elapsed time from the date of the tentative award shall not exceed the period set forth in the proposal form. The time for execution of the written Contract may be extended beyond the period set forth in the proposal if such extension is mutually agreeable to the OWNER and the successful bidder.

12. Execution of Agreement

The bidder to whom an award is made will be required to enter into a written Agreement in the form hereto annexed within ten (10) days (Sundays and legal holidays excepted) after being notified of the acceptance of his bid and receipt by him of the copies of the documents to be executed. In case of failure to comply with this requirement, he may be considered to have abandoned all his rights and interests in the award and his certified check or amount of bidder's bond may be declared to be forfeited to the OWNER and the Contract may be awarded to another. Each Contract must be executed in three (3) original counter parts and no more and there shall be executed original counter parts of the CONTRACTOR'S performance bond in equal number to the executed original counterparts of the Contract. Three (3) copies of such executed documents will be retained by the OWNER, the fourth will be delivered to the CONTRACTOR.

13. Effective Date of Contract Award

Subject to the applicable provisions of law, this Contract shall be full force and effect as a Contract from and after the date when formal notice of such award signed by the authorized representative of the OWNER has been delivered to the intended awardee or mailed to him at the main business shown in his proposal by some officer or agent of the OWNER duly authorized to give such notice.

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14. Disqualification of Bidders

More than one proposal for the work described in this document, to be included under a Contract, from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there are reasonable grounds for believing that any member, representative or agent of any bidder entered into any combination, collusion or agreement to induce anyone to refrain from bidding in any way or manner whatever, the proposal of the participants in such activities will not be considered.

15. Penalty for Collusion

If at any time it shall be found that any member, representative or agent of the person, firm or corporation to whom the Contract has been awarded has in presenting any bid or bids entered into any combination, collusion or Agreement with any person relative to the price to be bid by anyone, or attempted to prevent any person from bidding or attempted to induce anyone to refrain from bidding or if the bid was made with reference to any other bid or with any Agreement, understanding, or combination with anyone in reference to the letting of such Contract in any way or manner whatever, then the Contract so awarded shall be null and void and the CONTRACTOR and his sureties shall be liable to the OWNER for loss or damage which the OWNER may suffer thereby and the OWNER may advertise anew for bids for said work.

16. Performance Bond and Payment Bond

The successful bidder shall furnish a Performance Bond and a Payment Bond in a penal sum of at least 100 percent (100%) of the total amount payable by the terms of the Contract. Such bonds shall be in the form of bond, a copy of which is included in the Contract Documents. Such Performance Bond and Payment Bond shall be furnished and executed and delivered by the successful bidder to the OWNER within ten (10) days after the receipt by the successful bidder of the Contract forms and notification that the OWNER is in a position to enter into a signed Contract. Bonds shall be furnished through a Surety Company licensed in the State of Michigan and listed on the U.S. Treasury Circular 570.

PART 3

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PART 3

GENERAL CONDITIONS

1. Definitions

Wherever used in any of the Contract Documents, the following meaning shall be given to the term herein defined:

- A. Contractor – The person, firm or corporation to whom the within Contract is awarded by the OWNER and who is subject to the term thereof.
- B. Subcontractor – A person, firm or corporation other than the CONTRACTOR supplying labor and materials or labor for work at the site of the project.
- C. Project – The entire improvement proposed by the OWNER to be constructed in part or in whole pursuant to the within Contract.
- D. Work – The work to be done including all labor, materials, tools and all appliances and appurtenances necessary to perform and complete everything specified or implied in the plans or in this Contract in full compliance with all the terms and conditions thereof.
- E. Owner – The municipality, person, firm or corporation as specified in the Advertisement for Bids for whom the work is to be done.
- F. Engineer – The ENGINEER, engineering firm or corporation as specified in the Advertisement for Bids who is designated by the OWNER for the work or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
- G. Contract Documents or Contract – All of the component parts of the Contract including the Advertisement for Bids, Instruction to Bidders, General Conditions, General Specifications, Project Specifications, Proposal, Contract Bonds, all of which are attached hereto; and including any Addenda, which may be issued and made a part of the Contract; and the plans and drawings therein referred to and other drawings, specifications and engineering data which may be furnished by the CONTRACTOR and approved by the OWNER and such additional specifications and drawings which may be furnished by the ENGINEER from time to time as are necessary to make clear and to define in greater detail the intent of the specifications and plans.

2. Intent of the Contract Documents

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract Price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.

In interpreting the Contract Documents, words describing work or materials which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

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3. Plans and Specifications

The location of the work together with the details for the construction of the various structures is shown upon the set of plans specified in PART 4, SCHEDULE OF DRAWINGS.

These plans together with the Specifications form a part of the Contract. Where dimensions are shown on the drawings, they shall take precedence over scaled distances and dimensions.

In the event of any discrepancy between the plans and the Specifications, the decision of the ENGINEER shall be decisive thereon. The figured dimensions on the plans are to be taken as correct, but the CONTRACTOR is required to carefully check all dimensions of structures before beginning work thereon. Should any errors be discovered, the ENGINEER'S attention shall be called to the same and the proper corrections made. All notes on the plans shall be carefully observed by the CONTRACTOR and are to be made a part of the Contract.

Before ordering any materials or equipment, but in ample time to permit the satisfactory progress of the work, the CONTRACTOR shall submit to the ENGINEER for approval, additional drawings or prints in triplicate of the equipment included under his Contract together with the information in such detail as may be necessary to permit the ENGINEER, to inform himself of the design of the equipment and the character of the various materials. Since some of the materials or equipment are dependent one upon the other for determination of measurements or fit of parts, the drawings of such items shall be submitted at approximately the same time to permit proper checking by the ENGINEER.

The CONTRACTOR shall at his own expense, make such changes in the above drawings as may be found necessary upon inspection by the ENGINEER to make them conform to the specifications or to the layout. Prior to the approval of any such drawings, any work which the CONTRACTOR may do on the equipment covered by the drawings, shall be at his own risk as the OWNER will not be responsible for any expense incurred by the CONTRACTOR in changing equipment to make it conform to the drawings as finally approved.

Of the minor equipment for which drawings may not be required, the CONTRACTOR shall furnish to the ENGINEER tabulated lists from time to time showing the name of the manufacturer and the catalog number of the type of equipment proposed together with such prints, dimensions, specifications, samples or other data as may be required to permit intelligent judgment of the acceptability of the equipment and materials proposed.

Upon approval of the above drawings, lists, prints, samples and other data, the same shall become a part of this Contract and the equipment furnished shall be in conformance with the same provided that the approval of the above drawings, lists, prints, specifications, samples or other data shall in no way release the CONTRACTOR from the responsibility for which said equipment is installed nor from his liability to replace the same should it prove defective or fail to meet the specified requirements.

The CONTRACTOR shall check all dimensions and quantities of the drawings furnished by the OWNER or by himself and shall notify the ENGINEER of all errors or omissions which he may discover by examining and checking the drawings. He will not be allowed to take advantage of any error or omission in the drawings as full instructions will be furnished by the ENGINEER, should such error omission be discovered, and the CONTRACTOR shall carry out such instructions as if originally specified.

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4. Site Conditions

Subsurface and Physical Conditions:

A. *Reports and Drawings:* The Contract Documents may identify:

1. Soil borings, existing plans, drawings, surveys or other reports of explorations of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and
2. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. Contractor may not rely upon the Reports and Drawings referenced in 4A or make any claim against OWNER, ENGINEER, or any of ENGINEER'S Consultants or Subcontractors related to the Reports and Drawings. This limitation includes, but is not limited to:

1. The completeness of such Reports and Drawings for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in or shown or indicated in the Reports and Drawings; or
3. Any CONTRACTOR interpretation of or conclusion drawn from any of the Reports and Drawings or any other data, interpretations, opinions or information referenced in the Reports and Drawings; or
4. Soil Borings that have been made by ENGINEER, OWNER or one of their Consultants or Subcontractors, if any, are shown in the Reports and Drawings or the Plans. This information is offered to the CONTRACTOR only as information relied upon by ENGINEER in the preparation of the Contract Documents, and the CONTRACTOR is solely responsible for confirming actual conditions and ENGINEER, OWNER or their Consultants or Subcontractors have no responsibility for any conclusion, interpretation or analysis contained therein or made by the CONTRACTOR based upon his review of the Soil Borings. Neither OWNER nor ENGINEER has any responsibility for and does not warrant that the soils or water table encountered during construction will be as shown in the borings.

C. CONTRACTOR warrants that before submitting his bid he has personally determined the soil and subsoil conditions, including the water table elevation and the conditions to be encountered by CONTRACTOR in the performance of the work and that said conditions and factors have been evaluated by CONTRACTOR and incorporated into his Contract with OWNER. CONTRACTOR further warrants that he is fully aware of the soil conditions, subsoil conditions, water table and all applicable State and Federal Regulation related to the excavation, removal, transportation, placement and relocation of the materials involved in the work to be performed by the CONTRACTOR and that CONTRACTOR will complete the work under whatever conditions he may encounter or create without extra cost, expense to or claim against the OWNER or ENGINEER, their consultants or subcontractors.

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- D. CONTRACTOR has identified all locations where the CONTRACTOR'S operations are near public roadways, the properties of railroads or contiguous physical structures. Work shall not take place until CONTRACTOR has made all arrangements necessary to identify the location and/or elevation of the roadways, the properties of railroads or contiguous physical structures and foundation or appurtenances and has taken all necessary steps to protect the roadways, the properties of railroads or contiguous physical structures from damage. CONTRACTOR is solely responsible for any and all damage to roadways, the properties of railroads or contiguous physical structures and any personal injury, death or property damage or consequential damages arising from CONTRACTOR'S operations.

Differing Subsurface or Physical Conditions:

- E. Notice: If CONTRACTOR believes that any physical condition at or contiguous to the Site that is uncovered or revealed is of such a nature as to require a change in the Contract Documents or 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, within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency) notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition nor perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. If notice as provided in this section is not given, no change in Contract Price shall be considered or allowed.
- F *ENGINEER'S Review:* After receipt of written notice as required by paragraph 4E, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER'S obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

G *Possible Price and Time Adjustments:*

1. The Contract Price or the Contract Time, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR'S cost, or time required for, performance of the Work; subject, however, to the following:
 - a) such conditions must meet the requirement set forth in paragraph 4E; and
 - 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 related to Unit Price and quantities.
2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Time if:
 - a) CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect to Contract Price and Contract Time by the submission of a Bid or becoming bound under a negotiated Contract; or
 - b) The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas provided by the Bidding Requirements or Contract Documents prior to CONTRACTOR'S making such final commitment; or

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- c) CONTRACTOR failed to give the written notice within the time and as required by paragraph 4E.

Underground Facilities:

- H) *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others.
 - 1. The Underground Facilities shown on the plans are located according to the available information known to the ENGINEER at the time of the preparation of the *Reports and Drawings* and Plans. The ENGINEER and OWNER do not guarantee the accuracy of such information.
 - 2. The CONTRACTOR is solely responsible for identifying the actual location of Underground Facilities and shall verify the location and/or elevations of the Underground Facilities prior to undertaking construction.
 - 3. At all locations where the CONTRACTOR'S operations are near, will cross or contact Underground Facilities, work shall not take place until CONTRACTOR has made all arrangements necessary to identify the location and/or elevation of the Underground Facility, including calling Miss Dig, has notified the owner of the Underground Facility, and has taken all necessary steps to protect the Underground Facility from Damage.
 - 4. The cost of all the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
 - a) reviewing and checking all information and data;
 - b) locating all Underground facilities shown or indicated in the Contract Documents;
 - c) coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction;
 - d) the protection, shoring, bracing, supporting and maintenance of all Underground Facilities affected by his operations. CONTRACTOR is solely responsible for any and all damage to Underground Facilities and any personal injury, death or property damage or consequential damages arising from CONTRACTOR'S operations; and
 - e) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
 - 5. In the event of the interruption of, or damage to, an Underground Facility as a result of CONTRACTOR'S operations, the CONTRACTOR shall immediately notify the Underground Facility owner and shall take all steps necessary to cooperate with and assist the Underground Facility owner in the restoration and repair of the Underground Facility. Said repair work shall be continuous and shall not result in any delay of the Project or increased cost or expense to OWNER or claim against OWNER or ENGINEER.

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I) *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. At all times, CONTRACTOR shall be solely responsible for the safety and protection of such Underground Facility.
2. If ENGINEER concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Time, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated.

5. Materials and Workmanship

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The CONTRACTOR shall, if required, furnish such evidence as to kind and quality of materials. The CONTRACTOR shall furnish to the OWNER, for his approval, the name of the manufacturer of machinery, mechanical and other equipment which he contemplates installing together with their performance capacities and other pertinent information.

If not provided, material or work called for in this Contract shall be furnished and performed in accordance with the well-known established practice and standards recognized by architects, engineers and the trade.

When required by the specifications, or when called for by the OWNER, the CONTRACTOR shall furnish the OWNER for approval, full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

6. Royalties and Patents

The 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, any breach, violation or infringement of patent rights, copyrights or other intellectual property rights in connection with the work, and from any release of hazardous substances on or near the work sites, except to the extent caused by OWNER.

7. Permits and Compliance with Laws

The CONTRACTOR shall pay for all permits and licenses necessary for the prosecution of the work unless otherwise specifically provided.

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The CONTRACTOR shall give all notices, pay all fees, and comply with all the federal, state and local laws, ordinances, rules and regulations bearing on the conduct of the work.

8. Inspection

The OWNER and its representative shall at all times have access to the work, wherever it is in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access for inspection.

The ENGINEER shall have the right to reject materials and workmanship which are defective or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the OWNER. If the CONTRACTOR does not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the OWNER may have the work repaired or remove the rejected material and charge the expense to the CONTRACTOR by deducting the cost from any monies due on the Contract or by billing the CONTRACTOR directly.

If any defects or omissions in said work are hidden or concealed so that a reasonably careful inspection at the time of acceptance of said work would not have disclosed them and such defects or omissions appear or are disclosed within one year following the date of the approval by the OWNER of the final estimate, then said CONTRACTOR agrees on notice given to him in writing by the ENGINEER, that such defects or omissions exist, to correct immediately and make good the same; and in the event that he fails, refuses or neglects to do so, then said OWNER may correct and make good the same and said CONTRACTOR hereby agrees to pay on demand the cost and expense of doing such work.

9. Cooperation

The CONTRACTOR shall cooperate with all other CONTRACTORS who may be performing work on behalf of the OWNER and workmen who may be employed by the OWNER on any work in the vicinity of the work to be done under this Contract and he shall so conduct his operations as to interfere to the least possible extent with the work of such CONTRACTORS or workmen. He shall promptly make good at his own expense any injury or damage that may be sustained by other CONTRACTORS or employees of the OWNER at his hands. Any difference or conflict which may arise between the CONTRACTOR and other CONTRACTORS or between the CONTRACTOR and the workmen of the OWNER in regard to their work shall be adjusted and determined by the ENGINEER. If the work of the CONTRACTOR is delayed because of any acts or omissions of any other CONTRACTOR or the OWNER, the CONTRACTOR shall have no claim against the OWNER on that account other than for an extension of time.

When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the ENGINEER shall decide which CONTRACTOR shall cease work and which shall continue or whether the work on both Contracts shall progress at the same time and in what manner.

10. Responsibility of Contractor

The CONTRACTOR shall build, construct, finish and fully complete the whole of the work in the manner described and shown in the Contract drawings and specifications and in accordance with such further details and instructions as the ENGINEER may from time to time furnish or issue for the purpose of insuring the thorough completion of the work in the most efficient manner.

The CONTRACTOR shall be responsible for the entire work until completed and accepted by the OWNER.

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The OWNER is not to be held responsible for the estimates of the quantities of materials to be furnished or work to be done. The CONTRACTOR must judge for himself as to such estimates as well as to conditions to be met which will affect both the cost and time required for the execution of the work and he assumes all responsibility therefore.

The CONTRACTOR shall be required to give his personal attention to the fulfillment of this Contract and the execution of the work. He shall keep the same under his control and shall not sublet any part of it except as hereinafter specified. The OWNER will not recognize any parties engaged on the work embraced by this Contract other than the CONTRACTOR and his employees.

The CONTRACTOR shall not assign by power of attorney or otherwise, any portion of the money that may become due through the performance of this Contract or any part thereof without the written permission of the OWNER.

11. Subcontracts

The CONTRACTOR shall notify the OWNER in writing of the names of the subcontractors proposed for the principal parts of the work and shall not employ any subcontractors that the OWNER objects to as incompetent or unfit.

The CONTRACTOR agrees to be fully responsible to the OWNER for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them and this Contract obligation shall be in addition to the liability imposed by law upon the CONTRACTOR.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the OWNER.

The CONTRACTOR agrees to bind every subcontractor (and every subcontractor of a subcontractor) and every subcontractor agrees to be bound by the terms of this Contract, Plans and Specifications as far as applicable to his work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the OWNER.

12. Chattel Mortgages

No materials or supplies for the work shall be purchased by the CONTRACTOR or by any subcontractor subject to any chattel mortgage or under a conditional sale or any other agreement by which an interest is retained by the seller. The CONTRACTOR warrants that he will have good title to all materials supplied and used by him in the work.

13. Damages

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, Village of Lawton, and Wightman, and their respective agents and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorney fees arising out of or resulting from the performance of the work, or failure to perform the work as provided herein; provided that any such claim, damage, loss, injury or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of tangible property (including the loss of use resulting therefrom) other than the work itself (except to the extent the work is not otherwise covered by insurance), and is caused in whole or in part of any negligent act or omission of the CONTRACTOR, and subcontractor, or anyone directly 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.

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14. Workmen's Compensation

The CONTRACTOR shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance for all his employees to be engaged in work on the project under this Contract and in case any such work is sublet the CONTRACTOR shall require the subcontractor similarly to provide workmen's compensation insurance. In case any class of employees engaged in hazardous work under this Contract, is not protected under the Workmen's compensation statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance coverage for the protection of such of his employees not otherwise protected.

15. Public Liability and Property Damage Insurance

The CONTRACTOR shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him from claims for personal injury including accidental death as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by anyone directly or indirectly employed by him. The CONTRACTOR shall require all subcontractors similarly to provide Public Liability and Property Damage Insurance including the same conditions. All policies shall be on the occurrence basis and not on the claims made basis. The minimum amounts of such insurance shall be as follows:

Contractor's Liability Insurance

Bodily Injury - Each Occurrence	\$1,000,000.00
Aggregate Limit	\$1,000,000.00
Property Damage - Each Occurrence	\$1,000,000.00
Aggregate Limit	\$1,000,000.00

Automobile Insurance

Bodily Injury - Each Person	\$500,000.00
Each Accident	\$1,000,000.00
Property Damage - Each Accident	\$500,000.00

Umbrella Policy \$2,000,000.00

The CONTRACTOR shall, at the time of execution of his Contract, file with the OWNER a Certificate of Insurance and copies of the policies covering all his insurance as required herein, and the policy or policies of insurance covering said OWNER, the Township, the ENGINEER, and their partners, officers, agents and employees. Each such policy and certificate shall be satisfactory to the OWNER and shall bear an endorsement precluding cancellation, reduction or change in coverage without giving the OWNER at least thirty (30) days prior notice thereof in writing. Cancellation of insurance shall constitute a material breach of Contract and this Contract may be terminated immediately. Nothing contained in the insurance requirements shall be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from his operation under this Contract.

Notification of Insurance Companies: The CONTRACTOR shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract or any other act or acts by the OWNER or its authorized employees and agents, under the terms of this Contract and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

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ADDITIONAL INSUREDS

The following agencies and firms shall be listed as additional insureds on all insurance policies for this project.

Wightman & Associates, Inc.
2303 Pipestone Road
Benton Harbor, Michigan 49022

Village of Lawton
125 S. Main Street
Lawton, Michigan 49065

At the time of execution of this Contract, CONTRACTOR shall furnish a certificate from the agent for the insurer, including substantially the following:

This Certificate is being delivered in connection with the Contract ("Contract") between the Village of Lawton (the "OWNER"), as OWNER, and _____, as CONTRACTOR, relating to the construction of the , Morrill Street Sewer Extension Project.

The undersigned has been engaged by the OWNER to arrange for the insurance coverage required under Section 15 of the General Conditions to the Contract Documents. Pursuant thereto, the undersigned is providing, concurrently with this Certificate, the Certificate of Insurance attached hereto, and hereby represents and warrants to the OWNER that the undersigned has reviewed the insurance requirements set forth in Section 15 of the General Conditions and that the policies of insurance evidenced on the Certificates of Insurance attached hereto contain all of the coverage, limitations and other provisions required by the Contract Documents.

16. Estimated Quantities

The CONTRACTOR agrees that the quantities of the various classes of work as stated in the proposal or indicated on the plans are only approximate and are to be used solely for the purpose of comparing bids offered for the work. During the progress of the work, the OWNER may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and that the OWNER reserves the right to add or take from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the CONTRACTOR be paid anything on account of anticipated profits upon the work or any portion thereof covered by this Contract which is not actually performed or entered into the construction of said improvements.

17. Changes in Work

The OWNER reserves the right to make any changes in the specifications and plans which may be deemed necessary either before or after beginning any work under this Contract without invalidating it, provided that if alterations are made, the general character of the work as a whole is not changed thereby. If such alterations increase the quantity of work to be done where unit prices are specified, such increase shall be paid for according to the quantity of work actually performed at the unit price specified under this Contract for each designated class of work. If such alterations diminish the quantity of work to be performed where unit prices are specified, they shall not constitute a claim for damages or for loss of profits on the work that may be dispensed with and the OWNER shall not be required to pay for work or materials omitted.

If such alterations increase or decrease the amount of work to be done where lump sum prices are specified, such increase or decrease shall be determined by one or more of the following methods as determined by the ENGINEER.

- A. By an acceptable lump sum proposal from the CONTRACTOR for all or such part of the work or materials as not specified in the Contract by applicable unit prices.

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- B. By an acceptable unit price proposal from the CONTRACTOR for such items of work or materials as not already specified in the Contract by applicable unit prices.
- C. On a cost-plus limited basis not to exceed a specified limit. A cost-plus limited basis is defined as the cost of labor plus fifteen (15) percent of the said cost to cover superintendence, general expense and profit.

If such alteration or omissions diminish the amount of work to be done where lump sum prices are specified, such alteration or omission shall not constitute a claim for damages or for loss of profits on the work or material omitted. The CONTRACTOR shall allow a credit for all work or materials omitted.

Changes shall be made only upon the order of the ENGINEER and such order shall be of no effect until the price or prices for the work or materials not covered by bid prices has been agreed upon in writing and signed by the CONTRACTOR and said OWNER, and said CONTRACTOR shall not be allowed to recover anything for work performed or materials used by reason of any changes to this Contract unless an order is made and agreement signed as aforesaid; nor shall the CONTRACTOR in any case be allowed to recover more for such work and materials than said agreed prices.

If the OWNER and CONTRACTOR cannot agree upon the prices to be paid for additional work not provided in this Contract, then it is agreed that the OWNER shall have the right to contract with any person or persons for its performance.

18. Progress Schedule

The CONTRACTOR immediately after being awarded the Contract, shall prepare and submit one copy each to the OWNER and ENGINEER, of a proposed schedule of progress, preferably in graphic form indicating the separate portions of the work to be performed under this Contract and the date of beginning and completing each. On the 25th day of each calendar month, one (1) copy of the schedule shall be submitted to the ENGINEER with notes thereon indicating the percentage of completion of each separate portion of the work on that date. The form of the schedule shall be approved by the ENGINEER.

19. Notice to Suspend Work

The CONTRACTOR shall delay or suspend the progress of the work or any part thereof whenever he shall be so required by written order of the ENGINEER and for such periods of time as the ENGINEER may order providing that, in the event of such delay or delays or of such suspensions of the progress of the work or any part thereof, the time for the completion of the work so suspended or of work delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions, except when the CONTRACTOR is notified to suspend work on account of faulty construction or construction methods that endanger the work by such order of the ENGINEER shall not otherwise modify or invalidate in any way any of the provisions of this Contract and said CONTRACTOR shall not be entitled to any damage or compensation from the OWNER on account of such delay or delays, suspension or suspensions except as provided herein under the heading, "UNAVOIDABLE DELAYS AND EXTENSION OF TIME".

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20. Unavoidable Delays and Extension of Time

In the event that any material alterations or additions are made herein specified, which in the opinion of the ENGINEER will require additional time for the execution of any work under this Contract, then, in that case, the time of completion of work shall be extended by such period of time as may be fixed by said ENGINEER and his decision shall be final and binding upon both parties hereto provided that, in such case, the CONTRACTOR, within four (4) days after being notified in writing of such alteration or additions, shall request in writing an extension of time but no such extension of time shall be given for any minor alterations or additions and the provisions herein shall not otherwise alter, change or invalidate the provisions of this Contract with reference to Liquidated Damages and the said CONTRACTOR shall not be entitled to any damage or compensation from the said OWNER on account of such additional time required for the execution of the work.

Should the CONTRACTOR be obstructed or delayed in the commencement, prosecution or completion of any part of said work by any act or delay of the OWNER or by any act or delay of a commercial carrier in transporting equipment, material or appurtenances for said work, or by riot, insurrection, war, pestilence, fire, lightning, earthquakes, cyclones, floods or through any default or delay of other parties under Contract with said OWNER or through strikes or other causes, which causes of delay mentioned in this article, in the opinion of the ENGINEER are entirely beyond the control of the CONTRACTOR, then the time herein fixed for the completion of the work so delayed will be extended for a period equivalent to the time lost by reason of any of the causes aforesaid, but no such allowance will be made unless a claim for extension of time is made by the CONTRACTOR to the OWNER in writing within one week from the time when any such alleged cause for delay shall occur.

It is further expressly agreed that said CONTRACTOR shall not be entitled to any damages or compensation from said OWNER on account of any delays resulting from any of the causes specified herein, except compensation for wages for extra time for any necessary watchmen and for extra premiums on his bond actually paid by said CONTRACTOR on account of said additional time so required to complete all work hereunder due only to delays caused by the OWNER or by other parties under Contract with said OWNER. The ENGINEER shall decide the number of days that said CONTRACTOR has been so delayed and his decision shall be final and binding upon both parties hereto.

21. Termination for Breach

In the event that any of the provisions of this Contract are violated by the CONTRACTOR or by any of his subcontractors the OWNER may serve written notice upon the CONTRACTOR and the Surety of his intention to terminate such contract, such notice to contain the reasons for such intention to terminate the Contract and unless within ten (10) days after the service of such notice upon the CONTRACTOR, such violation shall cease and satisfactory arrangements for correction are made, the Contract shall upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the OWNER shall immediately serve notice thereof upon the Surety and the CONTRACTOR and the Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of Termination the OWNER may take over the work and prosecute the same to completion by Contract for the account and at the expense of the CONTRACTOR and the CONTRACTOR and his Surety shall be liable to the OWNER for any excess cost occasioned the OWNER thereby and in such event the OWNER may take possession of and utilize items in completing the work, such materials, appliances and plans as may be on the site of the work and necessary therefore.

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22. Cost of Work

The CONTRACTOR shall furnish the ENGINEER reasonable facilities for obtaining such information as he may desire respecting the progress and execution of the work and the character of materials. The CONTRACTOR, upon request, shall furnish the ENGINEER with copies of expense bills for transportation charges, materials and equipment. In the event of cost-plus limited work as authorized in writing by the ENGINEER, the CONTRACTOR shall submit daily payrolls and equipment rental charges in addition to cost of materials.

When required by the ENGINEER, the CONTRACTOR shall furnish a supplemental schedule of prices showing breakdown of cost of lump sum price items.

23. Guarantee

The CONTRACTOR hereby guarantees all of the work to be furnished under this Contract against any defects in workmanship or materials for period of one (1) year following the date of the ENGINEER'S certification referred to in the first sentence of Section 31 of the General Conditions. Under this guarantee, the CONTRACTOR agrees to make good without delay at his own expense any failure of any such parts due to faulty materials, construction, or installation, or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by such failure. Said CONTRACTOR also agrees that the CONTRACTOR'S Performance Bond shall fully cover all guarantees contained in this paragraph.

24. Engineer to Decide

All work performed under this Contract shall be done in a first class, workmanlike manner, and done to the satisfaction of the ENGINEER. The ENGINEER shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials herein specified. He shall decide all questions which may arise as to the fulfillment of the terms of the Contract by the CONTRACTOR, or as to the intent or purpose of the Contract, and his decision on any questions that may arise shall be final and conclusive as to both parties of this Contract, and his approval of the work shall be a condition precedent to the final settlement and payment of any amount which may be due the CONTRACTOR.

25. Duties and Powers

Properly authorized inspectors shall be considered to be the representatives of the ENGINEER limited to the duties and power entrusted to them. It shall be their duty to inspect the materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the ENGINEER and to report any and all deviations from the plans, specifications, and other Contract provisions which may come to their notice. Any inspector shall have the right to order the work entrusted to his supervision stopped if, in his opinion, such action becomes necessary until the ENGINEER is notified, and he has determined and ordered that the work shall proceed in due fulfillments of all Contract requirements.

26. No Waiver of Rights

Neither the inspection by the OWNER or ENGINEER or any of their employees, nor any order by the OWNER for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the OWNER or ENGINEER, nor any extension of time, nor any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, or of any Power herein reserved to the OWNER, or any right to damage herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

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27. Night, Weekend, or Holiday Work

It is the intent of these Contract Documents that all work contemplated for this project is to be performed on a five day work week utilizing ten hour work days. The CONTRACTOR should note that the completion time specified is in calendar days figured from a seven day calendar week. Whenever the CONTRACTOR wishes to perform work at night or on weekends or holidays, or to vary the period of hours during which work is carried on each day, he shall give written notice to the ENGINEER at least forty-eight (48) hours in advance so that proper inspection may be furnished by the ENGINEER, and no extra compensation shall be allowed the CONTRACTOR. In the event that the CONTRACTOR chooses to perform work on Saturdays, Sundays, or holidays during the term of this Contract and in the opinion of the ENGINEER, such work requires proper inspection, the OWNER shall charge the CONTRACTOR, as "Liquidated Damages", the sum of \$65.00 per hour actually worked on a Saturday, Sunday, or holiday. Said liquidated damages shall be deducted from the CONTRACTOR'S Contract each month by the OWNER and shall be utilized to pay the additional expenses involved in providing proper inspection.

28. Bonds

The successful bidder will be required to furnish for each set of executed Contract Documents and conformed copies therefore an original Performance Bond and Payment Bond on the forms attached hereto with surety acceptable to the OWNER as follows:

1. Bond in the amount of 100 % of the Contract price to insure the completion of the entire work according to the Contract.
2. Bond in the amount of 100 percent of the Contract price for the protection of the OWNER and to secure payment of all subcontractors, labor and material men according to the statutes of the State of Michigan in effect at that time.

All bonds shall be deemed to incorporate all requirements for public payment and performance bonds under the statutes of Michigan, including Act 213 of the Public Acts of Michigan, 1963, to the extent applicable, and the sureties shall be included in the United States Treasury's Listing of Approved Sureties (Circular 570).

29. Prices

The CONTRACTOR agrees to accept the prices stated in the proposal form hereto attached as full compensation for furnishing all of the equipment and materials, and for doing all the work contemplated and specified in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements of the ENGINEER under them.

The stated prices shall cover the cost of all plants and tools and of all work and materials of whatsoever kind that shall be furnished or needed to complete the entire work in all details ready for the purpose for which it is intended. Said prices shall also cover all royalties for patents and patented materials, appliances, and processes used in the work described in the specifications and agreements.

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30. Monthly Estimates and Payments

The OWNER agrees to pay the CONTRACTOR the sums herein specified in monthly installments as the work progresses upon certificate signed by the ENGINEER, but said certificates, however, shall in no way lessen the total and final responsibility of the CONTRACTOR. It is agreed that the amount to be paid from time to time shall be subject to the retention of funds in accordance with Section 35. Retention of these General Conditions.

The ENGINEER may, at his discretion, include in the aforesaid progress certificate an estimate of the equipment and materials, except cement, necessary for incorporation in the work which have been delivered upon the site of the work and for which receipted invoices have been delivered to the ENGINEER. Any such payment for equipment or materials, however, shall not relieve the CONTRACTOR of any responsibility to furnish all necessary equipment and materials as needed for the prosecution of the work in the same manner as if payment had not been made.

It is further agreed that the granting of any progress certifications, or payment hereunder, shall in no way lessen the liability of the CONTRACTOR to replace defective work, though the same may not have been detected at the time equipment, material, and such certificate was given or acted upon. All progress certificates being made merely upon approximate estimates shall be subject to the correction of the final certificate.

The value of the work performed shall be estimated by the ENGINEER at the end of each month. To facilitate this estimate, the CONTRACTOR shall furnish the ENGINEER with a balanced statement in detail showing the division of cost for each of the various sub-items comprised in the lump sum and such other information as may be needed to aid in preparation of the monthly estimates.

31. Final Estimate and Payment

Upon completion of all the work included under this Contract and the final inspection thereof and the performance of satisfactory operation and acceptance tests, and after the CONTRACTOR shall have submitted acceptable evidence as to the satisfaction of all claims, the ENGINEER will certify to that effect. The said CONTRACTOR further agrees that he shall not be entitled to demand or receive final payments for any portion of the aforesaid work or materials, except in the manner set forth in this agreement; nor until all the stipulations, provisions and conditions herein above mentioned are complied with and the ENGINEER shall have given his certificate to that effect; whereupon the OWNER will, at the expiration of thirty (30) days after such completion and delivery of such certificates, pay and hereby binds himself to pay to the CONTRACTOR in cash, the whole amount of money accruing to said CONTRACTOR under this Contract, except such sum or sums of money that have already been paid and as may be lawfully retained under any of the provisions of his Contract herein set forth.

32. Final Payment to Release Owner

The acceptance by the CONTRACTOR of the final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR for all things done or performed for or relating to the work and for every act and neglect of the OWNER and others relating to or arising out of the work, excepting only his claims, if any, for amounts withheld by the OWNER, upon final payments. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his Sureties from any obligation upon or under this Contract or the CONTRACTOR'S Bond.

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33. Soil Erosion Permit

All construction methods shall be done in compliance with the Michigan Soil Erosion and Sedimentation Control Act. The OWNER shall be responsible for obtaining soil erosion permits from the Controlling Agencies prior to start of construction and the CONTRACTOR shall be responsible for compliance with said permits.

Erosion control measures shown on the plans are minimum requirements and shall not remove the CONTRACTOR'S responsibility for providing the required erosion measures. All erosion control measures shall be incidental to construction, unless specific pay items are provided for in the Proposal Section.

34. Job Site Safety

None of the specifications conditions, plans or terms of the contract between the OWNER and CONTRACTOR or the OWNER and the ENGINEER or inspector shall be construed to impose any responsibility upon the ENGINEER, Wightman & Associates, Inc., its employees, inspectors or other agents, for review, determination and/or supervision of job site safety. The construction means, manner and method remain the sole responsibility of the CONTRACTOR, and neither the ENGINEER nor the OWNER shall be responsible for the failure of the CONTRACTOR to provide a safe work place for the employees, employees of other CONTRACTORS or the general public.

The ENGINEER'S responsibility on the job site is solely to determine compliance with the construction documents, drawings and specifications. The ENGINEER is not authorized by the OWNER nor is responsible for the construction means, manner and method undertaken by the CONTRACTOR nor is responsible to determine and/or evaluate the job site safety of the project. Job site safety is the sole responsibility of the CONTRACTOR.

35. Retention

A. Pursuant to Act 524 of Michigan Public Acts of 1980, the following retention provisions shall apply: The OWNER shall retain a portion of each progress payment otherwise due which shall be limited to the following:

- 1 Not more than 10% of the dollar value of all work in-place until work is 50% in-place.
- 2 After the work is 50% in place, additional retainage shall not be withheld unless the OWNER determines the CONTRACTOR is not making satisfactory progress or for other specific cause relating to the CONTRACTOR'S performance under this Contract.

B. The retained funds may be co-mingled with other funds of the OWNER and shall be deposited in an interest-bearing account in a regulated financial institution in the State of Michigan. The OWNER shall account for both retainage and interest on each construction contract separately.

C. Retainage and interest earned on retainage shall be released to the CONTRACTOR together with the final progress payment.

D. The aforementioned retention provisions shall not apply if the dollar value of this Contract is: (a) less than \$30,000; or (b) if there will be three (3) or fewer payments.

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- E. Neither the final payment nor the remaining retained percentage shall become due until the CONTRACTOR submits to the ENGINEER: (1) an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the OWNER might in any way be responsible, have been paid or otherwise satisfied; (2) consent of Surety, if any, to final payment; and (3) if required by the OWNER, other data establishing payment or satisfaction of all such obligation such as receipts, releases and waivers of liens arising out of the Contract to the extent and in such form as may be designated by the OWNER. If any subcontractor refuses to furnish a release or waiver required by the OWNER, the CONTRACTOR may furnish a bond satisfactory to the OWNER, to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

- F. The making of final payment shall constitute a waiver of all claims by the OWNER except those arising from: (1) unsettled liens; (2) faulty or defective work appearing after substantial completion; (3) failure of the work to comply with the requirements of the contract documents; or (4) terms of any special warranties required by the contract documents.

- G. If a dispute arises and the OWNER requests a decision by the ENGINEER in accordance with the Contract Documents relating to a question of delay under the circumstances set forth in Section 4 (3) of Act 524, then, for purposes of determining the rights of the OWNER and the CONTRACTOR with regard to retained funds and interest earned on the retained funds, the ENGINEER, following receipt of pertinent supporting data, shall provide the opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute; and the ENGINEER'S written decision, together with supporting reasons, shall be given to the parties within 14 days after said meeting. The decision of the ENGINEER, under these circumstances, shall be valid and binding upon all parties, subject to vacation by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means. The ENGINEER may base his/her decision, in these circumstances, upon the factors set forth in Section 4(5) of Act 524; and, depending upon the ENGINEER'S decision, the OWNER shall have the right to proceed in accordance with Section 4(8) of Act 524.

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PART 4

SCHEDULE OF DRAWINGS

The drawings which are applicable to the work to be performed under this Contract and which are referred to in the Contract Documents as “the plans” or “plans” are identified as follows:

VILLAGE OF LAWTON
MORRILL STEET SEWER EXTENSNIION PROJECT

Drawing Number C001
Dated: January 27, 2022

As Prepared By:

Wightman
2303 Pipestone Road
Benton Harbor, Michigan 49022
Phone: (269) 927-0100
Fax: (269) 927-1300
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Web Address: www.gowightman.com

PART 5

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PART 5

GENERAL SPECIFICATIONS

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PART 5

GENERAL SPECIFICATIONS

1. Foreword

The work specified to be done by the CONTRACTOR in the following section under the "General Specifications" is to be done at the expense of the CONTRACTOR and will not be measured in determining quantities for payment unless otherwise specified.

The unit and lump sum prices stated in the Contract hereto attached to be paid for work under the respective items shall be full compensation for all work set forth herein under the General Specifications.

2. Boundaries of Work

The OWNER will provide rights-of-way and easements for all work specified in this Contract and the CONTRACTOR shall not enter or occupy with men, tools or materials any private ground outside of said easements or outside the property of the municipality without the consent of the OWNER. Other contractors of the OWNER may, for all purposes required by their contract, enter upon the work and premises used by the CONTRACTOR, and the CONTRACTOR shall give to other contractors of the OWNER all reasonable facilities and assistance for the completion of adjoining work.

3. Profiles and Topography

Topography and profiles of the ground are shown on the plans which accompany these specifications. These profiles and topography are believed to be reasonably correct, but are not guaranteed to be absolutely so, and together with any schedule of quantities, are presented only as an approximation.

4. Interference

The CONTRACTOR shall so conduct the work that there shall be no interference with work which may be in progress under contracts with other contractors. In case of dispute between the CONTRACTOR and other contractors employed by the OWNER, the decision of the ENGINEER shall be final and binding on both parties thereto.

Particular attention is called to the GENERAL CONDITIONS, SECTION 9 – COOPERATION.

The CONTRACTOR shall not discharge, nor cause to be discharged, water or sewage, nor dispose of, pile or store any material whatsoever in such a manner as to interfere with or interrupt the work of others.

5. Notification by Contractor

Sufficient notice shall be given by the CONTRACTOR to all municipal departments, Public Service Corporations and property owners which pipes, poles, tracks, wires, or conduits or other such structures may be affected by the work in order that they may protect, adjust, remove or rebuild them, or take such measures as they may desire to minimize inconvenience. He shall notify the Chief of the Fire Department twenty-four hours in advance of the temporary blocking of any street. He shall also notify the Municipal Water Works Department and receive its authorized representative's approval before cutting into existing mains or shutting off water main services, except in cases of emergency.

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

6. Lines and Grades

The ENGINEER will furnish basic reference lines and bench marks from which the CONTRACTOR shall establish such lines and grades as are needed for properly constructing the work in accordance with the Contract Documents. Such lines and grades shall be established by a qualified ENGINEER. Where measurements of the work for payment are dependent upon taking field measurements or levels prior to subsequent operations, the ENGINEER shall be notified and then given sufficient time to obtain the necessary field data.

7. Equivalent Products

Whenever in any of the Contract Documents an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such manner as to exclude manufacturer's products of comparable quality, design and efficiency. The CONTRACTOR shall comply with the requirements of the Contract Documents relative to the OWNER'S approval of materials and equipment before they are incorporated in the product.

8. Superintendence and Workmen

The CONTRACTOR shall have a competent foreman, superintendent, or other representative on the work who shall have full authority to act for the CONTRACTOR and to receive and execute orders from the ENGINEER, and who shall see that the work is executed in accordance with the specifications and plans and the orders of the ENGINEER thereunder. Where special skill is required, only individuals who are competent and skillful in their respective lines of work shall be employed.

9. Plant, Tools and Equipment

The CONTRACTOR shall furnish all material and supplies, plant, sheeting and false work, machinery and tools, in fact, all materials and appliances of every sort or kind that may be necessary for the full and complete carrying out of this Contract. Any equipment which may be regarded as inefficient or unsuitable may be ordered repaired or removed from the site.

The CONTRACTOR shall assume full responsibility for the adequacy of equipment and failure of the ENGINEER to order its repair or removal shall not relieve him of any obligation under this Contract.

10. Temporary Toilet Accommodations

The CONTRACTOR shall furnish, install and maintain ample sanitary facilities for the workers; toilets shall be placed at the time work starts. These temporary toilet facilities shall be placed where directed by the OWNER and maintained as required by the local health ordinances. They shall provide the necessary temporary enclosures to accommodate the toilets. The toilets shall be maintained in a sanitary condition and contents removed from premises as often as required.

11. Precautions

The CONTRACTOR shall take whatever precaution that may be necessary to render any portion of the work secure in every respect, or to decrease the probability of accident from any cause, or to avoid contingencies which are likely to delay the completion of the work.

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

All machinery and equipment and other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction of the Associated General Contractors of America and in accordance with Federal, State or Municipal laws and regulations applicable to such safety measures.

12. Public Convenience and Safety

The CONTRACTOR shall at all times conduct the work in such manner as to insure the least obstruction to traffic. Materials stored upon the streets or along the right-of-way should be placed so as to cause only such inconvenience to the traveling public and residents as is considered unavoidable.

13. Barricades and Warning Signs

The CONTRACTOR shall provide and maintain proper barricades, fences, signal lights, or watchmen to properly protect the work, persons, animals and property against injury. All signage shall be in full compliance with the current edition of the Michigan Manual of Uniform Traffic Control Devices. The CONTRACTOR shall maintain one lane of traffic at all times for access and shall provide all traffic control signing and flagging required per the Michigan Manual of Uniform Traffic Control, latest edition. All roads shall be left fully open at night and on weekends. Between the hours of sunset and sunrise the CONTRACTOR shall provide and maintain at least two (2) yellow lights at each barricade and such other points as are necessary to protect the traveling public. These statements of specific duties on the part of the CONTRACTOR shall not be considered as a limitation on the general duties imposed by the Contract or specifications.

The OWNER reserves the right to remedy any neglect on the part of the CONTRACTOR as regards the protection of the work after twenty-four hours notice in writing, except in case of emergency when it shall have the right to remedy any neglect without notice and in either case to deduct the cost of such remedy from any money due or to become due the CONTRACTOR.

14. Access to Public Services

Neither the materials excavated, nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves, manholes, fire alarm or police call boxes in the vicinity.

15. Piling Material and Care of Structures

All excavated and other material shall be so piled as not to endanger the work and so that free access may be had at any time to all parts of the work and shall be kept neatly piled so as to not inconvenience public travel or adjoining tenants as little as possible.

Proper provision shall be made for the handling of materials and for the protection of traffic and public. Materials required for the work may be placed upon the side of the roadway or parking area of streets and alleys adjacent to the work. Reasonable and satisfactory provision shall be made for travel on sidewalks, crosswalks, streets, roads, railroads, street railways and private ways. Walkways shall be kept clean and unobstructed. All fences and other structures in the vicinity of the work shall be protected and if damaged, shall be repaired or replaced. All trees shall be satisfactorily protected by boxes or otherwise.

16. Protection and Restoration of Property

The CONTRACTOR shall not enter upon private property for any purpose without obtaining proper permission. They shall be responsible for the preservation from injury or damage resulting directly or

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

indirectly from the execution or non-execution of work under this Contract of all public and private property adjacent to the work. They shall take all necessary precautions to prevent damage to trees, pipes, conduits and other underground structures, public utilities, etc., and shall protect carefully from disturbance or damage all property marks or markers. The CONTRACTOR shall contact all utilities in the area of the proposed construction and have them locate their utility lines prior to the start of work in accordance with State law.

17. Opening of Section of Work

Whenever, in the opinion of the ENGINEER, all of the work or any portion thereof is in suitable condition for opening or use, it shall be opened as may be directed, but such opening shall not be construed as an acceptance of the work or any part thereof, or as a waiver of any of the provision of these specifications and Contract.

18. Limitation of Operations

Whenever, in the judgment of the ENGINEER, the CONTRACTOR has obstructed or closed a greater portion of the work than is necessary for the proper prosecution of the work or is carrying on operations to the prejudice of work already started, the ENGINEER may require the CONTRACTOR to finish the part on which work is in progress before any additional portions are started. Work shall be conducted so as to create a minimum amount of inconvenience to the public.

19. Final Cleanup

Before acceptance and final payment shall be made, adjacent property, the right-of-way or streets and all grounds occupied by the CONTRACTOR in connection with the work, shall be cleaned of all rubbish, excess materials, temporary buildings, etc. and the CONTRACTOR shall restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work and all parts of the work shall be left in a neat and presentable condition as good as or better than it was at the beginning of construction.

20. Removal and Replacement of Unclassified Road Surfacing, Sidewalks, Curb and Gutter, Driveways, Etc.

All pavement and/or street and road surfacing which is not classified for measurement and payment under separate Contract Items for Pavement Replacement, shall be replaced and/or restored to a condition equal to, or better than that which existed prior to the start of work. Also included as part of the work, the CONTRACTOR shall restore and/or repair all sidewalks, crosswalks, curbs, gutters, driveways, shoulders of roads and paved streets, parking areas, mailbox turn-outs, parkways, lawns, mailboxes, street signs, miscellaneous structures, etc. The replacement and or repair work shall be done without delay, as soon as the work immediately adjacent is completed. In any event, the removed or damaged facilities, etc. shall be restored to a condition equal to or better than that which existed prior to the start of work.

Where lawn sod is removed, either on public or private property, it shall be carefully preserved and later replaced, or the area where sod has been removed shall be covered with a 4" thick layer of all black dirt and seeded with an approved grass mixture in an amount of at least 200 pounds of pure live seed per acre of surface.

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

21. Limitation on Open Trench

The CONTRACTOR shall not open, nor leave open, any more trench than is absolutely necessary and as approved by the ENGINEER to carry out the construction work in an efficient manner.

22. Contractor's Guarantee

The CONTRACTOR'S performance and payment bonds shall remain in force throughout the period of construction and for one (1) year following the final inspection and acceptance of the project by the OWNER.

23. Payment after Expiration of Contract

If the time for completion called for in the Contract or any extension of time agreed to by the OWNER has expired, the OWNER reserves the right to stop progress payment under the Contract and to make only the final payment due. Said final payment shall be adjusted by any liquidated damages incurred.

24. Builder's Risk Insurance

The CONTRACTOR shall furnish a Builder's Risk Policy covering the OWNER and CONTRACTOR, which shall be paid for by the CONTRACTOR, to the full value on the insurable portion of the project against perils of fire, lightning, wind, explosion, damage to any and all utilities, collapse of or structural damage to any building or structure and vandalism and malicious mischief. The original of the policy shall be furnished to the OWNER.

PART 6

PROJECT SPECIFICATIONS

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PART 6

PROJECT SPECIFICATIONS

GENERAL

Work Included

The work under each item shall include all labor, materials, tools, equipment, supplies, cost of insurance and bonds, other miscellaneous costs, together with all of the work specifically described under each item and other work necessary to complete the project in accordance with the obvious or expressed intent of the contract documents.

Obligations

The CONTRACTOR is obligated under this contract to construct the improvements as contemplated and proposed in the Contract Documents. The CONTRACTOR is further obligated to make any and all changes in the work as ordered by the ENGINEER and approved by the ENGINEER. All work shall be done for the unit or lump sum prices bid and shall be subject to additional payments or credits as authorized under the terms of Section 17 of the General Conditions.

Payment

The unit and lump sum prices as bid to be paid for the respective items shall be payment in full for the completion of all work specified under each item, complete and ready for use, including testing, as shown on the plans and as specified. Payment shall be made under each item for all such work which is not specifically included under any other item.

Michigan Department of State Highway Specifications

The "Standard Specifications for Construction", 2020, by the Michigan Department of Transportation (MDOT), are hereby incorporated into these contract documents. Copies of these standards are available for inspection at the offices of the ENGINEER.

PROJECT SPECIFICATIONS

FOR

PROGRESS SCHEDULE

The following are the milestone, substantial, and final completion dates. Failure to meet substantially complete or finally complete dates for the specified work in accordance with the Progress Schedule, including extensions granted subject to the provisions of Article 20 of the General Conditions, shall entitle the OWNER to deduct from the moneys due the CONTRACTOR as "Liquidated Damages" and not as a penalty, the sum of \$500 per day for each and every calendar day of delay in substantial or final completion of the work.

<i>Scope of Work</i>	<i>Date</i>
Bids Due and Bid Opening	3/18/2022
Village of Lawton Awards Contract	3/22/2022
Preconstruction Meeting	3/25/2022
Receive Bonds & Insurance / Notice to Proceed	3/25/2022
Substantial Completion	5/18/2022
Completion of Punchlist Work	1 Week After Sub. Completion

Work may begin anytime following the Notice of Award of contract and the preconstruction meeting can be scheduled accordingly. All work must be completed within three (3) weeks once construction activities are commenced. Once construction is commenced, work must be continuous until substantial completion. In no case shall any work be commenced prior to receipt of formal Notice of Award and Notice to Proceed by the OWNER.

The CONTRACTOR will be required to prepare, in collaboration with the ENGINEER, a Progress Schedule to be discussed at a preconstruction meeting.

The ENGINEER will arrange the time and place for the preconstruction meeting.

The Progress Schedule shall include, as a minimum, the partial, substantial and full completion dates and the controlling work items for the completion of the project. The CONTRACTOR shall coordinate the Progress Schedules to reflect inter-related scope of subcontractors, suppliers and manufacturer representatives such as the installation of water main, interconnection of utilities, startups and water supply transfer, and restoration.

The named subcontractor(s) for Specialty and/or Designated Items (if such items are designated in the proposal) which materially affect the work schedule, shall also be present at the scheduled meeting and they will be required to sign the Progress Schedule to indicate their approval of the scheduled dates of work set forth in the Progress Schedule.

Failure on the part of the CONTRACTOR to carry out the provisions of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

The CONTRACTOR shall coordinate and stage the project to accommodate the local holiday traffic and events, as well as all vehicular traffic in and out of the affected businesses. If the Bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

PROJECT SPECIFICATION

FOR

UTILITY COORDINATION

The following Public Utilities have facilities located within the Village of Lawton:

Electric	American Electric Power 2425 Meadowbrook Road (269) 476-8792	Benton Harbor Mr. Kyle Cheatham	MI	49022
Gas	Consumers Energy 2500 E Cork St (269) 337-2366	Kalamazoo Mr. Kyle Oak	MI	49001
Telephone/Cable TV	Comcast 1920 Mckinley Ave (874)789-1039 x 71039	Mishawaka Mr. Jay Castello	MI	46545
Water/Sewer	Village of Lawton 125 S. Main St (269) 624-6406	Lawton Mr. Todd Hackenberg	MI	49065

The owners of existing service facilities that are within grading or structure limits will move them to locations designated by the ENGINEER or will remove them entirely from the highway right-of-way. Owners of Public Utilities will not be required by the Village to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the ENGINEER that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the CONTRACTOR'S operations.

No additional compensation will be paid to the CONTRACTOR for delays due to material shortages or other reasons beyond the control of the Village, or for delays on construction due to the encountering of existing utilities that are, or are not, shown on the plans.

Work stoppage by employees of utility companies which results in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time for completion, but, will not be considered the basis for a claim for extra compensation or adjustment in contract unit prices.

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

VILLAGE OF LAWTON
SPECIAL PROVISION
FOR
TRAFFIC MAINTENANCE AND CONTROL

1 of 3

WIGHTMAN/PMH

12/16/2021

General Requirements

Traffic shall be maintained by the CONTRACTOR throughout the project in accordance with the requirements of Sections 104.07, 104.11, 812, and 922 of the MDOT 2020 Standard Specifications for Construction, the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), and any supplemental specifications in this proposal.

The CONTRACTOR shall set up shoulder and lane closures, detours, and any other work zone traffic control according to applicable MDOT Typical Traffic Control Drawings and the MMUTCD. All proposed traffic control plans require approval from the ENGINEER prior to implementation.

Village of Lawton maintenance crews and/or Contract Agencies may perform maintenance work within or adjacent to the Construction Influence Area (CIA). This work will be coordinated with the CONTRACTOR through the ENGINEER for the Village of Lawton to minimize interference. No additional payment will be made to the CONTRACTOR for the joint use of traffic control items.

The CONTRACTOR shall coordinate this work with other Contractors performing work within the CIA or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing, and to provide for the orderly progress of contract work. The CONTRACTOR shall note Section 104.08 of the MDOT Standard Specifications for Construction for the requirements of cooperation with other CONTRACTORS.

The CONTRACTOR shall notify the ENGINEER, local police department, local fire department, and other emergency response units at least **72 hours** before implementing any road closures, bridge closures, ramp closures, lane closures, detours, or major traffic shifts.

The CONTRACTOR shall furnish, erect, maintain and upon completion of the work, remove all traffic control devices and barricade lights within the CIA for the safety and protection of through and local traffic. This includes, but is not limited to, advance, regulatory and warning signs, barricades, and channeling devices at the intersecting streets on which traffic is to be maintained and all other traffic control devices required to maintain traffic as called for on the plans. The CIA shall consist of 200' before the POB, 200' beyond the POE, and 200' along all intersecting side streets.

During the construction of the project, access to all private residents, businesses, and facilities shall be maintained at all times.

Traffic Restrictions – General

The CONTRACTOR shall maintain traffic part width during construction activities when possible utilizing traffic regulators.

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

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No construction will be allowed during the following weekends: Memorial Day, Independence Day, and Labor Day. The ENGINEER will determine the duration of each holiday period and/or special event for the purpose of prohibiting lane closures or other traffic restrictions.

The CONTRACTOR shall complete all required grading and compaction operations at the end of each day's operation in order to maintain access by local traffic. All access shall be maintained to any residential or business drives at all times unless coordinated with the Village and ENGINEER.

The minimum lane widths throughout the CIA shall be 10 feet.

Prior to opening any lanes, the CONTRACTOR shall sweep and remove all debris that has collected within the closed lane. The cost of sweeping shall be included in the cost of other contract pay items.

Equipment and material stored on site must have prior approval of the Village of Lawton and shall be stored beyond the clear zone of the traveled roadway. Any additional signs or devices required to protect the motoring public from stored equipment or material will be at the CONTRACTOR's expense.

Available work hours may be restricted by local ordinances (i.e. work hours, noise restrictions, etc.). It is the CONTRACTOR's responsibility to be aware of these restrictions and account for them in the work schedule. The CONTRACTOR may request noise and/or work hour variances from the local governments. All costs incurred in requesting these variances shall be borne by the CONTRACTOR.

Open excavations and/or trenches will not be allowed overnight unless approved by the ENGINEER. The CONTRACTOR shall use a trench box and backfill all excavations and/or trenching and cover or protect the trench box at the end of each work day. Protection shall include as a minimum pedestrian fencing as required. At utility trenches across streets and drives, traffic shall be maintained by the use of existing or salvaged materials, included in the Traffic Maintenance and Control item.

Necessary emergency work performed by the Village of Lawton will be billed against the CONTRACTOR.

Existing permanent signage shall be salvaged and stored at a secure location on site. The Village shall be notified of this location so they can retrieve the signs, included in the Traffic Maintenance and Control Item. Any regulatory sign(s) removed or damaged by the CONTRACTOR shall be immediately reset by the CONTRACTOR to protect the traveling public.

Traffic Control Devices

All traffic control devices and their use shall conform to the current MMUTCD edition as revised and as specified herein.

Traffic control devices moved to facilitate the CONTRACTOR's operation shall be reset by the end of the workday. The CONTRACTOR shall routinely maintain the traffic control devices

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

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including, but not limited to, proper alignment, weighting with ballast, cleaning, and replacing damaged devices.

Signs – All temporary signs that will remain in place shall be installed on driven supports, defined in the MDOT Sign Support Typical Plans, when applicable. The stub length of a driven support, if used, shall not extend more than four inches above the surrounding grade. Driven sign supports shall be removed at the time the sign is removed. All other temporary signs may be installed on portable supports.

All warning signs shall be fabricated utilizing fluorescent prismatic retro-reflective sheeting in accordance with MDOT's 2020 Standard Specifications for Construction and Special Provisions contained herein.

Advance warning signs shall be placed on all cross streets where construction activities may be encountered as directed by the ENGINEER.

Temporary warning, regulatory, and guide signs not applicable to the current traffic operation or lane closures shall be removed or laid down with the legs removed as directed by the ENGINEER. Payment for any of these operations will be included in the Traffic Maintenance and Control item.

Temporary signs damaged by construction activities shall be replaced at the CONTRACTOR's expense.

All Channelizing devices and signage shall be per the Detour shown in the plans, WZD-100-A, and WZD-125-D.

Measurement and Payment

The completed work will be paid for at the contract lump sum unit price for the below pay item. It is the CONTRACTOR's responsibility to know required traffic control items based on work operations.

Pay Item

Pay Unit

Maintaining Traffic

Lump Sum

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

VILLAGE OF LAWTON
SPECIAL PROVISION
FOR
HOT MIX ASPHALT (HMA) APPLICATION ESTIMATE

WIGHTMAN/PMH

1 of 1

12/16/2021

Description

This work shall be done in accordance with the requirements of Division 5 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and as specified herein.

Materials

The materials shall meet the requirements specified in Division 5 of the MDOT 2020 Standard Specifications for Construction as well as the following requirements:

- The HMA, 4EL top course shall have a yield of 165 pounds per square yard. The Performance Grade asphalt binder for the Mixture shall be PG 58-28.
- The HMA, 4EL leveling course shall have a yield of 220 pounds per square yard. The Performance Grade asphalt binder for the Mixture shall be PG 58-28.
- The Aggregate Wear Index (AWI) for the top course shall be 220, minimum.

Construction Methods

The HMA Bond Coat shall be constructed per subsection 501.03.D. The uniform rate of application shall be 0.05 to 0.15 gallons per square yard. This is for information only and is included in the cost of associated pay items.

Number of Rollers method shall apply as a minimum requirement for this project. The Nuclear Gage Method for testing compaction may be used at the discretion of the ENGINEER.

Measurement and Payment

The completed work, as described, will be measured and paid for at the contract unit price per

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

VILLAGE OF LAWTON
SPECIAL PROVISION
FOR
WATER SERVICES AND CONNECTIONS

WIGHTMAN/PMH

1 of 2

1/25/2022

Description

For the unit prices bid for the various service items, the CONTRACTOR shall do all work and furnish all materials necessary to install new service lines from the existing water main to the road right-of-way (ROW) as directed by the ENGINEER. Incidental to the contract pay items associated with this project specification shall be all materials, equipment, and labor to complete the work as described below, including excavation, trenching, backfill, and all other work necessary to complete the work.

Water Service Connection

The item of Water Service, _ inch shall be of the size noted and shall include the service clamp, corporation cock, curb stop, all required fittings and all materials and work necessary for installation of the service connection of the diameter specified from the existing water main to the property line including all required excavation, backfill, etc. This item shall include everything except for the new service pipe required. The CONTRACTOR shall reconnect services where existing water main is being replaced, in areas where the main with services is being abandoned, or in locations as directed by the ENGINEER.

Service Pipe

The item of Copper Water Service Pipe, _ inch shall be of the size noted and include the pipe as required to install the various water services from the existing water main to the property line. The item of Copper Water Service Pipe, _ inch shall be installed by open cut or trenchless methods as needed. No payment will be made for curb and gutter, pavement, or sidewalk replacement on water services.

All water services shall be continuous between corporation cocks and curb stops. No intermediate splices shall be accepted.

Materials

The service pipe shall comply with NSF 61 and be the size noted. The pipe material shall be Type K copper conforming to ASTM Specification B88. Corporation cocks shall be made of bronze and shall have a clear opening of the diameter of the service pipe specified. Corporation cocks of the water service size specified shall be located at the connection to the water main for all service connections.

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

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The saddles and clamps shall be made of bronze, stainless steel, or heavily cadmium plated combination of malleable iron and forged steel straps.

Curb stops shall be set at the property line or as directed by the ENGINEER and shall be constructed of bronze with an iron valve box and cover of the size recommended by the manufacturer.

All stop cocks, curb stops, meter pits, clamps and saddles must be of the type currently used by the Village of Lawton and must be approved by the ENGINEER and Village prior to being ordered or incorporated into the project.

Construction Methods

Minimum 48-hour notice shall be provided to each building occupant before scheduled service interruption. Each service interruption shall be kept to a minimum and no structure shall be left without service overnight.

Measurement and Payment

The CONTRACTOR shall be paid the unit price for Water Service, ___ inch for each water service, of the diameter specified, installed on the water main or reconnected to an existing service. The CONTRACTOR shall be paid the unit price per foot for each foot of Copper Water Service Pipe installed. Any splicing, when permitted by the OWNER, is included in the Water Service item.

Pay Item

Pay Unit

Water Service, _ inch

Each

Copper Water Service Pipe, _ inch

Foot

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

PART 7

CONTRACT

Village of Lawton

Morrill Street Sewer Extension Project

THIS CONTRACT made the ___ day of _____, 2022, by and between _____ hereinafter called the "CONTRACTOR", and the Village of Lawton hereinafter called the "OWNER".

WITNESSETH, THAT the CONTRACTOR and the OWNER for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK

The CONTRACTOR shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the construction of all items described for a total contract amount of \$_____ all in strict accordance with the Plans and Specifications, including any and all addenda, prepared by Wightman, acting and in these Contract Documents referred to as the ENGINEER, which plans and specifications are made a part of this Contract, and in strict compliance with the CONTRACTOR'S proposal and other Contract Documents herein mentioned which are a part of this Contract; and the CONTRACTOR shall do everything required by this Contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this Contract to the satisfaction and acceptance of the ENGINEER and the OWNER, the OWNER shall pay and the said CONTRACTOR further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the CONTRACTOR'S proposal (or bid) as filed with the _____ on the ___ day of _____, 2022, as full compensation for furnishing all the equipment and materials and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements of the ENGINEER under them.

Payments are to be made to the CONTRACTOR in accordance with and subject to the provisions embodied in the Contract Documents hereto attached.

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Advertisement for Bids
2. Instruction to Bidders
3. General Conditions
4. Plans
5. Specifications
6. Contract (this Document)
7. Contractor's Proposal (of Bid)
8. Addenda Nos. _____
9. Performance Bond

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in 3 original counterparts the day and year first above written.

(SEAL)

Contractor

Attest:

By: _____

Title

Title

(SEAL)

Owner

Attest:

By: _____

Title

Title

Village of Lawton
MORRILL STREET SEWER EXTENSION PROJECT

INSTRUCTIONS FOR EXECUTING CONTRACT

If the CONTRACTOR be a corporation, the following certificate should be executed:

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

Secretary (Signature)

If the Contract be signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

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

If the CONTRACTOR should be operating as a partnership, each partner should sign the Contract. If the Contract be not signed by each partner, there should be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Contract for and in behalf of the partnership.

If the CONTRACTOR be an individual, the trade name (if the CONTRACTOR be operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the CONTRACTOR, there should be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the CONTRACTOR.

**Village of Lawton
Morrill Street Sewer Extension Project**

**PART 8
PROPOSAL**

To the Owner: *Village of Lawton
125 S. Main Street
Lawton, MI 49065*

Contractor: _____
Contact: _____
Official Address: _____

Phone: _____
Fax: _____
Email: _____

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Contract documents, including the Advertisement for Bids, Instructions to Bidders, General Conditions, Plans, General Specifications, Project Specifications, Contract, Proposal, Performance Bond, and Addenda and exhibits issued and attached to the specifications on file in the office of the ENGINEER, hereby propose to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required for the construction and completion of this project for the ENGINEER, all in accordance with the above, including Addenda Nos. _____, issued thereto, for the prices, to wit:

(the proposal section follows)

**Village of Lawton
Morrill Street Sewer Extension Project**

PROPOSAL BID SHEET

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization, Max \$3,500		
2	180	SYD	Aggregate Base, 8 inch		
3	10	TON	Maintenance, Gravel		
4	180	SYD	HMA Surface, Rem		
5	35	TON	HMA, 4EL		
6	1	LS	Maintaining Traffic		
7	120	SYD	Slope Restoration, Non-Freeway, Type B		
8	50	FT	Copper Water Service Pipe, 1 inch		
9	1	EA	Water Service, 1 inch		
10	1	EA	Sanitary Structure, 48 inch dia		
11	3	FT	Sanitary Structure, Add Depth of 48 inch dia, 8 foot to 15 foot		
12	1	EA	Sanitary Structure Cover, Type Q		
13	40	FT	Sanitary Sewer, Serv Lead, PVC, 6 inch		
14	120	FT	Sanitary Sewer, PVC, 8 inch, Tr Det B2		
15	1	EA	Sanitary Sewer, Cleanout, 6 inch		
TOTAL BID ENTERED				\$	

Village of Lawton
Morrill Street Sewer Extension Project

Accompanying this Proposal is a (Bid Bond, Certified Check, Bank Draft) in the amount of Five Percent (5%) payable to the Village of Lawton required by the Advertisement for Bids.

In submitting this bid, it is understood that the right is reserved for the ENGINEER to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of ninety (90) days from the opening thereof.

If awarded a Contract, the undersigned agrees to begin work within 10 days of the effective date of Contract or a date agreed upon with the OWNER and further agrees to proceed with all possible dispatch, and fully complete the work as detailed in the Progress Schedule.

DATE

FIRM NAME

OFFICIAL ADDRESS:

BY:

(Note: Bidders should not add any conditions or qualifying statements to the bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.)

PART 9

PERFORMANCE BOND AND PAYMENT BOND

All bonds shall be deemed to incorporate all requirements for public payment and performance bonds under the statutes of Michigan, including Act 213 of the Public Acts of Michigan, 1963, to the extent applicable, and the sureties shall be included in the United States Treasury's Listing of Approved Sureties (Circular 570).

INSTRUCTION FOR EXECUTION OF BONDS

The penal amount of the Performance Bond and the Payment Bond for a unit price Contract shall be the summation of the correct and checked extension of the unit prices with the estimated number of units.

The form of bond attached hereto shall be used for each Contract. This form contemplates one corporate surety only. In case co-sureties will be furnished, proper forms therefore shall be obtained.

If the principal is an individual, his full legal name and residence shall be inserted in the body thereof, and he shall sign the Bond with his usual signature in the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the body of the Bond, with the recital that they are partners composing a firm, naming it.

If the principal is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond and said instrument shall be executed and attested under the corporate seal, the face shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name. This also applies to execution by the surety.

The date of the Bond must not be prior to the date of the Contract for which it is given.

A power of attorney authorizing the execution of the Bond by an attorney-in-fact, or agent, shall be attached to the executed counterpart of the bond. If the Bond is executed by an out-of-state agent, the executed counterpart of the Bond shall be countersigned by a licensed resident agent.

Village of Lawton
Morrill Street Sewer Extension Project

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as principal, and the _____.

a corporation and authorized to transact business in the State of _____ as surety, are held and firmly bound unto the _____ as obliges, in the penal sum of _____ Dollars (\$) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____ A.D., 20__.

WHEREAS, the above bounden Principal entered into a certain written Contract with the above named obligee, dated that _____ day of _____, A.D., 20__ for the construction of _____
(description of work)

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal shall well and truly keep, do and perform, each and every, all and singular the matter and things in said Contract set fourth and specified to be by the said Principal kept, done and performed at the time and in the manner in said Contract specified, and shall pay over, make good and reimburse to the above named obliges, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

Witness:

By: _____
Attorney-in-fact

Village of Lawton
Morrill Street Sewer Extension Project

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ of the _____ and State of _____, as principal, and the _____ as surety, are held and firmly bound unto the _____ as obliges, in the sum of _____ Dollars (\$) (_____) lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this _____ day of _____ A.D., 20__.

WHEREAS, the above bounden Principal entered into a certain written Contract with the above named obligee, dated that _____ day of _____, A.D., 20__ for the construction of _____
(description of work)

which Contract shall be deemed a part hereof as if set out herein.

AND WHEREAS, this Bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the 1963.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said _____ CONTRACTOR, shall make payment as the same may become due and payable of all indebtedness which may arise from said CONTRACTOR to a subcontractor or party performing labor or furnishing materials or supplies or any subcontractor to any person, firm or corporation on account of labor performed or materials or supplies furnished in the erection, repairing or ornamentation of such building improvement or works, then this obligation shall be void, otherwise the same shall be in full force and effect.

(SEAL)

ATTEST:

Principal

Agent

By: _____
Attorney-in-fact

PART 10

CONSTRUCTION FORMS

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