

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

VILLAGE OF LAKE ORION

DEPARTMENT OF PUBLIC WORKS

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1



BIDS DUE:

Thursday, March 20, 2025

Time: 2:00 p.m.

Village Clerk's Office

21 E. Church St.

Lake Orion, MI 48362

PRE-BID MEETING:

NONE

ENGINEER

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE

PONTIAC, MI 48342

(248) 332-7931

NFE Job No. O676

CONTRACT DOCUMENTS
2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

<u>TABLE</u>	<u>OF</u>	<u>CONTENTS</u>
<u>PAGE</u>		
Table of Contents		<i>i-ii</i>
Advertisement		1
Instructions to Bidder Index		2
1. Proposals to be Received		3
2. Location of the Work		3
3. Inspection of the Site		3
4. Conformity to Plans, Specifications and other Contract Documents		4
5. Basis on which Proposals are Solicited		4-5
6. Form of Proposals		6
7. Legal Status of Bidder		6
8. Agency		6
9. Bid Deposit		6,7
10. INTENTIONALLY LEFT BLANK		7
11. Statement of Bidder's Qualifications		7
12. Payments		7
13. Time of Completion		7
14. Right to Accept, to Reject and to Waive Defects		7
15. Award of Contract		8
16. Obligation to Execute Contract		8
17. Bonds		8
18. Indemnification and Insurance		8-10
19. Pre-Bid Meeting		10
20. Nondiscrimination Provision		10
Bid Forms		
1. Form of Proposal (<u>4</u> Pages)		12-15
Agreement and Bonds		
1. Bid Bond (Form) (<u>2</u> Pages)		16,17
2. Agreement (Form) (<u>4</u> Pages)		18-21
3. Bond for Faithful Performance (Form)		22,23
4. Labor and Materials Bond to the Village of Lake Orion		24,25
5. Maintenance Bond (Form)		26,27

TABLE OF CONTENTS (Continued)

PAGE

General Conditions	28-53
Index of General Conditions	28
1. Definitions	29-31
2. Plans and Specifications	31,32
3. Pre-Construction Meeting	32,33
4. Testing and Sampling	33-35
5. Errors and Corrections	35,36
6. Shop Drawings	35
7. Materials and Workmanship	36,37
8. Superintendence by Contractor	37,38
9. Engineering Supervision	38,39
10. Village's Right to Complete; Suspension or Termination	39,40
11. Assignment of Contract	40
12. Extra Work and Modification	40,41
13. Disputed Claims for Extra Compensation	41,42
14. Extension of Time	42
15. Liquidated Damages	43
16. Payments to the Contractor	43-45
17. Warranty Maintenance	45
18. Michigan Non-Discrimination Statute	46
19. Labor Laws and Ordinances; Affirmative Action	46
20. Patents, Patent Rights and Trademarks	46
21. Work within Railroad, Private, State or County Right-of-Way	46
22. Protection and Safety	47-50
23. Cleaning Up	51
24. Progress Schedule	51
25. Contractor's Declaration	52
26. Contractor's Affidavit	53

Notices to Bidders, Specifications and Special Provisions 54,55

Supplemental Specifications SS-1 thru SS-5

Plans Sheet 1 of 1

MDOT Detail R-28-J

Appendix A – Location of the Work

**VILLAGE OF LAKE ORION
ADVERTISEMENT FOR BIDS**

Proposals will be received virtually by the office of the Village Clerk via www.bidnetdirect.com at **2:00 p.m., local time, Thursday, March 20, 2025**, after which time the bids will be publicly opened at **2:30 p.m. local time, Thursday, March 20, 2025 in person** at 21 E. Church St., Lake Orion, Michigan 48362, and read by the Clerk and the amounts of the bids noted for the:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

The Village of Lake Orion is seeking bids for replacement of sidewalk flags with non-reinforced concrete pavement at various marked locations in District #1 in the northeast area of the Village. Work includes removal and replacement of individual concrete sidewalk flags. Flags have been marked by the Village.

The estimated quantities involved in this work consist principally of the following:

Sidewalk, Remove	2427	SF
Sidewalk, Conc, 4"	1951	SF
Sidewalk, Conc, 6"	164	SF
Sidewalk, Conc, 4" w/ Thickened Edge	160	SF
Curb Ramp, Conc, 6" w/ Detectable Warning	152	SF
Aggregate Base 21 AA	3	CY
MDOT 5E/4E HMA Remove & Replace, 3"	25	SF
Trimming Tree Roots	20	Ea
Restoration	5	SY

Starting Thursday, March 6, 2025, Bidding Documents must be obtained online from the Michigan Inter-Governmental Trade Network (MITN) website via BidNet Direct www.bidnetdirect.com. For questions about MITN, refer to [Purchasing & Bidding | Lake Orion, MI](#). **All information regarding the bidding for this project must be obtained on the BidNet Direct/MITN website only.**

A certified check or a satisfactory surety bid bond for a sum not less than five (5) percent of the amount of the proposal will be required with each proposal as a guarantee of good faith and same to be subject to the conditions stipulated in the Instructions to Bidders. **A pdf version of this Certified Check or Bid Bond must be included with your Electronic Bid Submission Response.** The successful bidder will be required to furnish the original certified bid check, satisfactory performance, labor and material, and maintenance and guarantee bonds in the amount of 100% of the project prior to award.

The bidder will be required to comply with Michigan statutory prohibitions against discrimination in employment and with employment opportunities for Village of Lake Orion residents.

No proposal once submitted may be withdrawn for at least 90 days after the actual opening of the bids.

The right to accept any proposal, to reject any or all proposals, and to waive defects in proposals, is reserved by the Village.

**BY THE ORDER OF:
DARWIN D.P. McCLARY, VILLAGE MANAGER
VILLAGE OF LAKE ORION**

**WESLEY SANCHEZ, DPW DIRECTOR
VILLAGE OF LAKE ORION**

INSTRUCTIONS TO BIDDERS

INDEX

Article

1. Proposal to be Received
2. Location of the Work
3. Inspection of the Site
4. Conformity to Plans, Specifications and Other Contract Documents
5. Basis on which Proposals are Solicited
6. Form of Proposal
7. Legal Status of Bidder
8. Agency
9. Bid Deposit
10. INTENTIONALLY LEFT BLANK
11. Statement of Bidder's Qualifications
12. Payments
13. Time of Completion
14. Right to Accept, to Reject, and to Waive Defects
15. Award of Contract
16. Obligation to Execute Contract
17. Bonds
18. Indemnification and Insurance
19. Pre-Bid Meeting
20. Non-Discrimination Provision

INSTRUCTION TO BIDDERS

1. PROPOSALS TO BE RECEIVED

Bids or proposals for the:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

will be received **virtually** by the office of the Village Clerk of the Village of Lake Orion, Michigan until **2:00 p.m., local time, on Thursday, March 20, 2025**, and thereafter will be publicly opened and read. The public opening will be held **in person** at the Village Hall, 21 E. Church St, Lake Orion, MI at **2:30 p.m., local time, on Thursday, March 20, 2025**.

Each BID must be submitted electronically on the forms provided by the Owner. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully executed when submitted and not modified in any way.

Any bid received after the stated hour specified for receipt will not be considered.

Bidders must register as a vendor on the Michigan Intergovernmental Trade Network (MITN) bid system AT NO COST in order to view the Village of Lake Orion bid opportunities and submit proposals for consideration. For questions about MITN, refer to [Purchasing & Bidding | Lake Orion, MI](#).

No bidder may withdraw a bid within 90 days after the actual date of the opening thereof. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Village of Lake Orion, herein after also referred to as the Village, and the BIDDER.

2. LOCATION OF THE WORK

Various marked locations throughout District #1 in the Village of Lake Orion, further described as: See map and location list in APPENDIX A. Flags to be replaced have been marked in the field by the Village.

3. INSPECTION OF THE SITE

It is expected that each bidder will make a personal examination of the entire site of the proposed work and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect his work.

4. CONFORMITY TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Proposals must be made in full conformity to all the conditions as set forth in the Plans, Specifications, and any Addendum for the work now on file in the office of the Village Manager. The CONTRACT DOCUMENTS contain the provisions required for the

construction of the PROJECT. Information obtained from an officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

5. BASIS ON WHICH PROPOSALS ARE SOLICITED

A. PROPOSAL SOLICITATION

Proposals may be solicited on the basis of unit prices, lump sum, or a combination of both. The proposal will clearly state which basis is used.

The lump sum price, when applied to the project, or the unit prices, when applied to the several demolition or salvage items, are to make up the total price for the entire work, exclusive of those things which are to be done or furnished by the Village, finished and complete in every particular, according to the Plans and Specifications appertaining to such work, which have been approved by the Village Council and are now on file in the office of the village Manager.

Where Proposals are solicited on the basis of unit prices for certain construction units, which are clearly set forth in the Form of Proposal, the Bidder shall state a unit price for each and every item listed in the Proposal and such prices shall be extended and totaled. If during the review of the Proposals, the Village finds any errors in any extension or total, the Village will make the necessary corrections and award the Contract on the basis of such corrections, since the unit prices shall govern. Any proposal which does not contain a unit price for each item listed will be deemed incomplete and will not be considered in the award of the Contract.

The unit price for each of the several items in the Proposal shall be such that the whole of the unit prices will represent a balanced bid. Any Proposal, in which the unit prices bid for any of the several items are deemed by the Village to be manifestly unbalanced, will be subject to instant rejection.

B. STATEMENT OF QUANTITIES

The quantities indicated in the proposal show the Engineer's estimate of the construction quantities involved in the job, and bids will be computed, tested, and compared by the quantities given in the proposal. Although estimated carefully and with as much accuracy as is practicable beforehand, these quantities are not to be taken as defining or limiting the amount of work to be done under the Contract, but rather as information furnished to bidders concerning the approximate extent of the several items and as a basis for comparing bids. The Village may increase or decrease the original contract price without renegotiation of the Unit Prices.

C. MATERIALS TO BE FURNISHED BY THE VILLAGE

The Village will furnish to the Contractor, delivered at the site: **NONE**. The Contractor will receive and be responsible for all these materials from the time of their delivery to him until the time when they are received back by the Village as part of the completed and accepted structure.

D. EXTRA WORK

All extra work that may be required of the Contractor will be estimated and paid for under provisions of the General Conditions, contained within this document, which govern such work.

E. ALTERNATES

When the Proposal so provides, a price shall be stated for each listed alternate. Unsolicited alternates are not to be submitted and, if so, will not be considered in the award of the Contract and may cause the entire bid to be rejected.

Selection of whether to award the Contract on the basis of the Base Bid or utilizing one or more of the Alternates will be made on the basis of value engineering and the Village's need to keep project costs within the project budget. The Village reserves full right to make this selection. After making such selection, the award shall be made on the basis of the lowest responsive bid utilizing the Alternates selected, and evaluated in accordance with the provisions of the Purchasing Ordinance of the Village, in accordance with Article 15 of the Instructions to Bidders.

F. LEGAL CONDITIONS

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

G. PERMITS AND LICENSES

Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS.

H. UTILITIES

Unless otherwise provided in these Specifications, the Contractor shall make his own arrangements for electricity, gas, water and sewer services for use during the construction of the work and shall pay for all connections, extensions, and services.

6. FORM OF PROPOSALS (Pages 12 through 15)

All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the office of the Village of Lake Orion Department of Public Works.

All prices stated in the Proposal must be plainly expressed in figures only, and in the proper space or spaces provided. Prices shall be filled in, in ink or typewritten. Any corrections shall be initialed by the Bidder.

All information called for on the Proposal must be furnished to enable a fair comparison of the bids to be made. (Also see Instructions to Bidders, Section 10.)

The place of residence and phone number of each bidder, or the official address and phone number in the case of a firm or company, with County and State, must be given with the signature.

When bidder's drawings and/or specifications are required to be submitted, they shall be in sufficient detail to fully and distinctly show and describe the equipment which the bidder proposes to furnish, including the kind and quality of the material and workmanship that will be used in the various parts. If any general drawings, specifications, catalogs or any other literature are submitted which contain information or data not pertaining to the particular equipment proposed to be furnished, appropriate notations to that effect must be made.

Any stipulation or qualification contrary to the Contract requirements made by the bidder in or accompanying his proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and may cause the rejection of the entire Proposal.

7. LEGAL STATUS OF BIDDER

The legal status of the bidder, that is, as a corporation, a partnership, or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give the title of the official having authority under the by-laws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

8. AGENCY

Anyone signing a proposal as agent of another or others must submit with the proposal legal evidence of his or her authority to do so.

9. BID DEPOSIT

When the Advertisement states that security is required with the Proposal to ensure the acceptance and execution of the Contract and Bonds, no bid will be considered complete unless so guaranteed.

Each proposal must be accompanied by a certified check of guaranty or a bid bond in an amount not less than five percent (5%) of the total price, drawn upon a solvent bank to the order of the Village Treasurer of the Village of Lake Orion, or if a bond, executed by a surety

company acceptable to the Village, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.

A single certified check or guaranty (bidder's) bond may serve to cover two or more alternative proposals when such alternative proposals are submitted by the same bidder.

10. INTENTIONALLY LEFT BLANK

11. STATEMENT OF BIDDER'S QUALIFICATIONS

It is the intention of the Village to award the Contract for this job to a Contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for a statement of bidder's experience and ability in this particular class of work, and for references concerning his/her business standing and capacity. Contractor shall list the names, addresses and phone numbers of references. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If Contract is awarded to a foreign company, a certificate of authority to do business in this State must accompany the executed Contract.

The low BIDDER shall supply the names, addresses and phone numbers of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the VILLAGE.

12. PAYMENTS

Partial payments will be made to the Contractor during the satisfactory progress of the work, calculated at the rate of ninety percent (90%) of the dollar amount of the work completed, until fifty percent (50%) of the established contract amount is in place. After fifty percent (50%) of the work is in place, additional retainage shall not be withheld unless the Contractor's progress is unsatisfactory, all in accordance with Article 13 of the General Conditions hereof and Act 524 of 1980.

13. TIME OF COMPLETION

This work to be done under the proposed Contract is to begin on or before the date stipulated in the Notice to Proceed and must be completed within **120 calendar days**, unless the date for completion is extended by the Contract Documents. Time shall be considered to be of the essence of this Contract.

14. RIGHT TO ACCEPT, TO REJECT, AND TO WAIVE DEFECTS

The Village reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal if it appears advantageous to the Village to do so. In particular, any alteration, erasure, or interlineation in the Form of Contract in the Specifications which are attached hereto and made a part, specifically, of these Instructions, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the Village of Lake Orion. In case any explanations, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred

to therein. Proposals which are clearly unbalanced will also be considered as irregular, and will be subject to instant rejection by the Village of Lake Orion.

15. AWARD OF CONTRACT

The Contract will be awarded to the qualified Bidder submitting the lowest responsive Bid complying with the conditions of the Invitation for Bids. The Bidder's qualification and responsiveness shall be determined by the Village of Lake Orion. The Bidder to whom the award is made will be notified at the earliest possible date. The Village reserves the right to reject all bids and not award the Contract, at its sole discretion.

16. OBLIGATION TO EXECUTE CONTRACT

The Bidder whose proposal is accepted will be required to execute the Contract, in the form attached hereto, and to furnish sureties as hereafter specified, within ten days (Sundays and legal holidays excepted), after receiving notice of acceptance of bid and preparation Contract forms is completed, and in case of the successful bidder's refusal or failure to do so, shall be considered to have abandoned all their rights and interests in the award, and their certified check or guaranty (bidder's) bond may be declared to be forfeited to the Village as liquidated damages and not a penalty, and the Contract may be awarded to another.

17. BONDS

The successful bidder will be required to execute surety bonds, with sureties acceptable to the Village. One such bond shall be a Performance Bond in the amount of 100 percent of the Contract Price on the form attached as pages 22 and 23 of the specifications. Another such bond shall be a Labor and Material Bond in the amount of 100 percent of the Contract Price on the form attached as pages 24 and 25 of the specifications. The Contractor shall also provide a Maintenance Bond in the amount of 100 percent of the Contract Price on the form attached as pages 26 and 27 of the specifications.

18. INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the VILLAGE OF LAKE ORION and the LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY, their elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the VILLAGE OF LAKE ORION and/or the LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the VILLAGE OF LAKE ORION or the LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY, their elected and appointed officials, employees, consultants, volunteers or others working on behalf of the VILLAGE OF LAKE ORION and/or the LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

The successful bidder shall purchase and maintain in a company or companies licensed to do business in the State of Michigan, such insurance as will protect him from claims set forth

below which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts are associated with the project by any of them, may be liable.

a. Workers Compensation Insurance: The contractor shall procure and maintain during the life of the contract, Workers Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

b. Commercial General Liability Insurance: The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with the limits of liability not less than **\$2,000,000**, per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; and (5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

c. Motor Vehicle Liability: The contractor shall procure and maintain during the life of the contract, Motor Vehicles Liability Insurance, including Michigan No-Fault coverage, with limits of not less than **\$2,000,000**, per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **"Additional Insured"**. *"THE VILLAGE OF LAKE ORION, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS; ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES SPECIFICALLY INCLUDING THE DOWNTOWN DEVELOPMENT AUTHORITY, AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS" AND NOWAK & FRAUS ENGINEERS, the project consultant.* (This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.)

e. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Insurance, as described above, shall include an endorsement stating the following: ***"IT IS UNDERSTOOD AND AGREED THAT THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, REDUCTION AND/OR MATERIAL CHANGE SHALL BE SENT TO: VILLAGE OF LAKE ORION, VILLAGE CLERK, 21 EAST CHURCH STREET., LAKE ORION, MICHIGAN, 48362"***.

f. Owner's and Contractor's Protective Liability: The contractor shall procure and maintain during the life of this contract, a separate Owner's and Contractor's Protective Liability insurance coverage of not less than **\$2,000,000**, per occurrence and/or aggregate, combined single limit, Personal Liability, Bodily Injury, and Property Damage. The Village

of Lake Orion shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

The successful bidder shall not commence work until he has obtained the insurance required under this section, nor shall the successful bidder permit any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Certificates of Insurance, along with copies of original policies where applicable, acceptable to the Village, shall be filed with the Village of Lake Orion, Village Clerk, ten (10) days prior to commencement of the contract.

19. PRE-BID MEETING

NONE

20. NON-DISCRIMINATION PROVISION

Pursuant to the requirements of 1976, P.A. 453 (Michigan Civil Rights Act) and 1976, P.A. 220 (Michigan Handicapped Rights Act), the bidder and any subcontractors agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or due to a handicap that is unrelated to the person's ability to perform the duties of a particular job or position. The Bidder agrees to comply with the Village of Lake Orion Human Rights Ordinance and Title VI Non-Discrimination Plan; information may be found at [DEI & Title VI Compliance | Lake Orion, MI](#). The Bidder must include these provisions in any subcontracts associated with the project work.

CONTRACTOR: _____

EMAIL: _____

FORM OF PROPOSAL

Date: _____

To the Honorable Village Manager
Village of Lake Orion, Michigan

Ladies and Gentlemen:

Having carefully examined the site of the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work, and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, tools, power, transportation and construction equipment necessary for the satisfactory and complete construction of the 2025 SIDEWALK IMPROVEMENTS – DISTRICT #1 in full accordance with and conformity to the specifications for this work now on file in the office of the Village Department of Public Works at and for the following named prices, to wit:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Sidewalk, Remove	2427	SF	\$	\$
2	Sidewalk, Conc, 4"	1951	SF	\$	\$
3	Sidewalk, Conc, 6"	164	SF	\$	\$
4	Sidewalk, Conc, 4" w/ Thickened Edge	160	SF	\$	\$
5	Curb Ramp, Conc, 6" w/ Detectable Warning	152	SF	\$	\$
-	Aggregate Base 21 AA	3	CY	INCIDENTAL	\$ 0.00
-	MDOT 5E/4E HMA Remove & Replace, 3"	25	SF	INCIDENTAL	\$ 0.00
-	Trimming Tree Roots	20	Ea	INCIDENTAL	\$ 0.00
-	Restoration	5	SY	INCIDENTAL	\$ 0.00

TOTAL BASE BID AMOUNT: _____

The Village of Lake Orion reserves the right to increase or decrease any quantity or delete any item(s) of work as it deems in the best interest of the Village, there will be no adjustments to unit prices in the event of increase, decrease or deletions.

Contractor acknowledges receipt of the following Addenda:

Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____

The Contractor acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the Village of Lake Orion its officers, employees or agents and that if he is awarded this contract, he shall enter into this Contract solely as the result of his own independent business judgment.

The undersigned acknowledges that he has made his own independent investigation and has satisfied himself as to the conditions of the work, including soil and subsurface conditions.

The undersigned agrees that, in case any additions, deductions or deletions in the amount of work contemplated are made, the above named unit prices for the various classes of work shall be used to allow for such additions, deductions or deletions.

The undersigned hereby agrees that if this Proposal shall be accepted by the said Village of Lake Orion, he will, within ten days after receiving notice of such acceptance and delivery of Contract forms thereof at the address given below (Sundays and legal holidays excepted), enter into contract, in the attached form, to construct the said work according to said plans and specifications and to furnish therefor all necessary equipment, tools and building appliances, materials, labor, power and transportation as aforesaid at and for the prices named in the foregoing paragraph; to furnish to the said Village and to the State of Michigan such sureties for the faithful performance of such Contract and for the payment of all materials used therein and for all labor expended thereon as shall be approved and accepted by the said Village; and to furnish to the said Village of Lake Orion a Maintenance Bond.

The undersigned attaches hereto a (certified check), (bidder's bond), in the sum of:

Dollars (\$ _____)

as required in the Instructions to Bidders. And the undersigned hereby agrees that, in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the said Village of Lake Orion may, at its option, determine that the undersigned has abandoned his rights and interests in such contract and that the certified check or bidder's bond accompanying this proposal has been forfeited to the said Village as liquidated damages and not as a penalty; but, otherwise the said certified check or bidder's bond shall be returned to the undersigned upon the execution of such contract and the acceptance of Bonds.

The undersigned states that he currently owns or intends to rent the following equipment that will be used in work covered by this proposal:

List of Equipment Owned

List of Intended Rental Equipment

The undersigned states that he has done work similar in character to that covered by this proposal at the following named times and places, to wit:

—

The undersigned refers the said Village to the following named parties for information concerning his experience, skill and business standing:

NAME, ADDRESS AND PHONE NUMBER:

Dated and signed at _____, MI on _____
(City) (Date)

Name of Bidder: _____

Address of Bidder: _____

By: _____

Title: _____

Phone#: _____ Fax#: _____

Federal Tax I.D. Number (_____)

CERTIFICATIONS

IF A CORPORATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement 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.

Corporate Seal

Signature

IF A PARTNERSHIP

I, _____, certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:

NAME AND ADDRESS:

Signature

IF A SOLE PROPRIETORSHIP

I, _____, certify that I am the sole owner and proprietor.

Signature

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal,
and _____ as Surety, are
hereby held and firmly bound unto the Village of Lake Orion, Michigan, as OWNER in
the penal sum of:

_____ Dollars (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns. Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has
submitted to the Village of Lake Orion, Michigan, a certain BID, attached hereto and
hereby made a part hereof to enter into a contract in writing, for the

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S)

Surety (L.S.)

By:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 540 as amended) and be authorized to transact business in the State of Michigan.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ , by and between the Village of Lake Orion, Oakland County, Michigan, party of the first part, hereafter called the Village, and _____, Michigan, party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

in full conformance with the Contract Documents as enumerated in Article 6 of this Agreement.

2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein, excepting those things which are specifically stipulated in the contract documents to be furnished or done by the Village.

3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS on or before the date stipulated in the NOTICE TO PROCEED and will complete the same within **120 calendar days**, unless the date for completion is extended otherwise by the CONTRACT DOCUMENTS. Time shall be considered to be of the essence of this Contract.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the contract price of:

_____ (\$ _____)

unless the contract price is duly changed by the contract documents.

5. The VILLAGE shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. AGREEMENT
 - B. BID BOND
 - C. PERFORMANCE BOND
 - D. LABOR AND MATERIAL BOND

- E. MAINTENANCE BOND
- F. CHANGE ORDER (Pursuant to General Conditions, Section 9)
- G. ADDENDA:
 - No. _____, dated _____, 20 ____ .
 - No. _____, dated _____, 20 ____ .
 - No. _____, dated _____, 20 ____ .
- H. ADVERTISEMENT
- I. INSTRUCTIONS TO BIDDERS
- J. BIDDER'S PROPOSAL (Incl. final Compliance Plan as accepted by OWNER)
- K. GENERAL CONDITIONS (Incl. SUPPLEMENTAL GENERAL CONDITIONS and SPECIAL CONDITIONS (if any))
- L. SPECIFICATIONS (Incl. SUPPLEMENTAL SPECIFICATIONS and SPECIAL PROVISIONS (if any))
- M. PLANS
- N. NOTICE OF AWARD
- O. NOTICE TO PROCEED

This agreement, together with other documents enumerated in this ARTICLE 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 6 shall govern, except as otherwise specifically stated.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original, on the date first above written.

CERTIFICATIONS

IF A CORPORATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement 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.*

Corporate Seal

Signature

* Attach copy of corporate resolution verifying authorization of individuals named above.

IF A PARTNERSHIP

I, _____, certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:

NAME AND ADDRESS:

Signature

IF A SOLE PROPRIETORSHIP

I, _____, certify that I am the sole owner and proprietor.

Signature

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ as principal, and

_____, as surety, are held and

firmly bound unto the Village of Lake Orion, Michigan, a Municipal Corporation, in the sum of:

good and lawful money of the United States of America, to be paid to said Village of Lake Orion, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, and each and every one of them, jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20 _____.

WHEREAS, the above named principal has entered into a certain written contract with the Village of Lake Orion, dated this _____ day of _____ A.D. 20 _____, wherein the said principal covenanted and agreed as follows, to-wit:

TO COMMENCE AND COMPLETE the:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if the above named principal or their legal representatives or successors, shall in all things well and truly keep and perform the covenants, conditions, and agreements in the manner and form and at the time agreed upon to be kept and performed as provided by said contract, and plans, drawings, and specifications, referred to in said contract, and as may be required by the changes, alterations, and modifications thereof, as provided in said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter ordered or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the Village of Lake Orion shall not operate to discharge or release the surety or sureties thereon.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D. 20 _____.

Signed, Sealed and Delivered in the Presence of:

_____	_____ (L.S.)
_____	_____ (L.S.)
_____	_____ (L.S.)

**LABOR AND MATERIAL BOND TO THE
VILLAGE OF LAKE ORION, MICHIGAN**

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ as principal, and _____

_____, as surety, are

held and firm bound unto the Village of Lake Orion, Michigan, a Municipal Corporation,
in the sum of:

good and lawful money of the United States of America, pursuant to Michigan State
Public Act 213 of 1963, to be paid to the Village of Lake Orion, Michigan, for the use
and benefit of all subcontractors, and persons, firms and corporations who shall furnish
materials, supplies and perform labor entering into the work of:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

for which payment well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, and each and every one of them jointly and
severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20_____.

WHEREAS, the above named principal has entered into a certain written contract
with the Village of Lake Orion, dated this _____ day of _____ A.D. 20
, wherein the said principal covenanted and agreed as follows, to wit:

TO COMMENCE AND COMPLETE the:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above named principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors, persons, firms, and corporation, as the same may become due and payable, all indebtedness which may arise from said principal to a subcontractor or party performing labor or furnishing materials and supplies, or any subcontractor to any person, firm or corporation on account of any labor performed or materials and supplies furnished in connection with the contract, construction and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter ordered or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the Village of Lake Orion shall not operate to discharge or release the surety or sureties thereon.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D. 20 ____.

Signed, Sealed and Delivered in the Presence of:

_____	_____ (L.S.)
_____	_____ (L.S.)
_____	_____ (L.S.)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ as principal, and _____

_____, as surety, are held

and firm bound unto the Village of Lake Orion, Michigan, a Municipal Corporation, in the sum of:

good and lawful money of the United States of America, pursuant to Michigan State Public Act 213 of 1963, to be paid to the Village of Lake Orion, Michigan, for the use and benefit of all subcontractors, and persons, firms and corporations who shall furnish materials, supplies and perform labor entering into the work of:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20 _____.

WHEREAS, the above named principal has entered into a certain written contract with the Village of Lake Orion, dated this _____ day of _____ A.D. 20 _____, wherein the said principal covenanted and agreed as follows, to wit:

TO COMMENCE AND COMPLETE construction of: _____

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said contract, the above named principal has agreed with the Village of Lake Orion that for a period of **TWO** year(s) from the date of payment of Final Estimate, to keep in good order and repair all the work, done under said contract, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the Village Engineer of the Village of Lake Orion by notice served in writing, either personally or by mail, on the principal at:

_____ or _____

legal representative, or successors, or on the surety at: _____

_____ WILL PROCEED at once to make such

repairs as directed by said Village Engineer; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the Village of Lake Orion shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the Village may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the Village shall not be held to obtain the lowest figures for the doing of the work or any part thereof, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgment of the Village Engineer is final and conclusive. If the said principal for a period of **TWO** year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall, whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said Village of Lake Orion for any expense incurred by making such repairs, should the principal or their surety do so as hereinbefore specified, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D. 20 _____.

Signed, Sealed and Delivered in the Presence of:

_____(L.S.)
_____(L.S.)
_____(L.S.)

GENERAL CONDITIONS

INDEX

Article

1. Definitions
2. Plans and Specifications
3. Pre-Construction Meeting
4. Testing and Sampling
5. Shop Drawings
6. Errors and Corrections in Drawings and Specifications
7. Materials and Workmanship
8. Superintendence by Contractor
9. Engineering Supervision
10. Village's Right to Complete, Suspension or Termination
11. Assignment of Contract
12. Extra Work and Modification
13. Disputed Claims for Extra Compensation
14. Extension of Time
15. Liquidated Damages
16. Payment to the Contractor
17. Warranty Maintenance
18. Michigan Non-Discrimination Statute
19. Labor Laws and Ordinances
20. Patents and Patent Rights
21. Work within Railroad, Private, State or County Rights-of-way
22. Protection and Safety
23. Cleaning Up
24. Progress Schedule

GENERAL CONDITIONS

Article 1 - DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed. (See 1.8)
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance, Labor and Material, and Maintenance Bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 VILLAGE/OWNER - The Village of Lake Orion, Michigan, or its properly authorized representatives; and whenever the term "Village Council", "Village Clerk", "Director of Finance", "Village Engineer", or "Engineer", is used, it shall be understood to mean the Council, Village Manager, Clerk/Treasurer, or Engineer of the said Village.
- 1.8 LEFT BLANK INTENTIONALLY
- 1.9 CONTRACT DOCUMENTS - The Contract, including ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, FORM OF PROPOSAL, BID BOND, AGREEMENT, LABOR & MATERIAL BOND, PERFORMANCE BOND, MAINTENANCE BOND, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, PLANS, SPECIFICATIONS, ADDENDA, and any other documents specifically set forth in the Agreement.

- 1.10 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.11 CONTRACT TIME - The number of calendar days or the completion date stated in the CONTRACT DOCUMENTS for the completion of the WORK in the CONTRACT DOCUMENTS; or the number of calendar days from the date established in the NOTICE TO PROCEED to the DATE stated in the CONTRACT DOCUMENTS for the completion of all of the WORK of the TOTAL CONTRACT; or both.
- 1.12 CONTRACTOR - The person, firm or corporation with whom the VILLAGE has executed the Agreement, or its legal representatives.
- 1.13 ENGINEER - The Village Engineer and/or the person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.14 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.15 NOTICE OF AWARD - The written notice of the acceptance of the BID from the VILLAGE to the successful BIDDER.
- 1.16 NOTICE TO PROCEED - Written communication issued by the VILLAGE to the CONTRACTOR authorizing them to proceed with the WORK and establishing the date of commencement of the WORK in accordance with the CONTRACT DOCUMENTS.
- 1.17 OPEN TO TRAFFIC - That date as certified by the ENGINEER, when the WORK (PROJECT) or any section thereof is in a suitable condition for safe travel. The term "SUITABLE CONDITION FOR SAFE TRAVEL" shall be construed to mean that all work, INCLUDING the Leveling Course of Bituminous Material and all Concrete Work are complete. The PROJECT, or any portion thereof may be designated as "Accepted for Traffic" prior to completion of the whole project, and shall be opened to traffic as may be directed by the ENGINEER. In general, the term "OPEN TO TRAFFIC" shall be in accordance with Section 107.21 of the MDOT 2020 Standard Specifications for Construction.
- 1.18 **THIS SECTION IS LEFT INTENTIONALLY LEFT BLANK.**
- 1.19 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

- 1.20 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the VILLAGE who is assigned to the PROJECT site or any part thereof.
- 1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.22 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship (may include SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS).
- 1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 WORK ORDER - A written order to the CONTRACTOR causing a change in WORK involving the authorization to undertake additional work at existing contract unit prices or at new contract unit prices for new items of work.
- 1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

Article 2 - PLANS AND SPECIFICATIONS

The location of the structures, roads, systems, utilities, appurtenances and improvements which are to be built, reconstructed, rehabilitated or made under this Contract, and the character, form and dimensions of their various parts, are shown in the accompanying drawings, specifications and details in the Contract Document entitled:

2025 SIDEWALK IMPROVEMENTS – DISTRICT #1

These drawings constitute the Plans according to which the work of this Contract is to be done. Additional drawings may be prepared by the Village Engineer and supplied to the Contractor during the progress of the work, as the Village Engineer may deem to be necessary or expedient. All such additional drawings, made in elaboration or explanation of the original drawings, are to be considered as part and parcel of the Plans and shall be respected and followed as such by the Contractor.

The Plans are supplemented and explained by a set of technical specifications, which are appended hereto, and which describe and define the quality of materials and the character of workmanship which are to enter into the work of this Contract. These are the Specifications which are referred to in Article 1, and elsewhere in this Contract. Additional specifications in further elaboration or explanation of the work to be done may be prepared by the Village Engineer and supplied to the Contractor during the progress of the work, as the Village Engineer may deem to be necessary or expedient. Such additional specifications are to be considered as part and parcel of the specifications under this Contract, and shall be respected and followed as such by the Contractor.

Both Plans and Specifications are considered as essential parts of this Contract, and are intended to be cooperative. They shall be construed as supplementary each to the other, and any work called for in the Plans and not particularly mentioned in the Specifications, or described in the Specifications and not specially shown on the Plans, is to be regarded as included under this Contract the same as if fully set forth in the Specifications and exhibited on the Plans. Wherever figures or definite dimensions are given on the Plans or in the Specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in the Specifications or Plans, or if in any place the meaning of either or both shall be obscure or uncertain or in dispute, the Village Engineer shall decide as to the true intent and the Village Engineer's decision shall be final and binding. Any such inconsistencies, omissions, or conflict noted should be called to the attention of the Engineer, and a decision on the same obtained in advance.

Article 3 – PRE-CONSTRUCTION MEETING

A pre-construction meeting will be held prior to the beginning of any work. The Engineer will schedule the meeting as soon as possible after acceptable executed contract documents are received from the Contractor.

Notice of the meeting will be made to the Owner, the Contractor, and to the following entities, contingent upon their interest in the project:

- a) Utility Companies

- b) County Road Commission
- c) Michigan Dept. of Transportation
- d) Michigan Dept. of Labor - Safety Division
- e) Other State, Local and County Agencies

The purpose of the pre-construction meeting is to discuss particular procedures and potential problem areas. The Contractor is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The Contractor shall submit in writing at the pre-construction meeting the following information:

- a) Schedule of Construction
- b) Sources of Materials-Additions or Changes from Original Submission
- c) List of Sub-Contractors-Additions or Changes from Original Submission
- d) The Designated Safety Officer on the Job including all Phone Numbers
- e) Superintendent for the Project including all Phone Numbers
- f) Foreman in Charge on the Job Site including all Phone Numbers
- g) Emergency Phone Numbers for Contractor

As noted above, the Contractor is required to submit an outline of the proposed order of work and to indicate the schedule for completion of the major categories of the work consistent with the period of time specified under Time of Completion.

Approval by the Engineer and Owner of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule and shall not under any circumstances give rise to a cause of action for damages by the Contractor.

The Contractor's schedule of construction shall indicate a critical path for completing the work consistent with the period of time specified under Time of Completion. The schedule shall indicate the numbers and types of crews that will be employed at various times on the project.

Article 4 – TESTING AND SAMPLING

- a) Where called for in the specifications, samples of materials in the quantity named shall be submitted to Engineer for approval. Where tests are required, they shall be made at the expense of the Contractor, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and

their certificate therefore submitted to the Engineer.

- b) The Engineer and/or the Owner shall determine which materials are required by the specifications to be factory inspected or to have chemical or physical analysis or other inspection or test. The Contractor shall furnish to the Engineer and/or Owner two copies of orders for all materials requiring such inspection or test as soon as placed. Such orders shall contain complete information, including that as to quantity, quality, dimensions, sizes, capacities and types, and shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.
- c) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and test by the Engineer and/or Owner at any and all times during the manufacture or construction, and at any and all places where such manufacture or construction is carried on. The Engineer and/or Owner shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and Contractor shall promptly segregate and remove the rejected material from the premises by the contractor who was responsible for the defects in the material. If Contractor fails to proceed at once with replacement of rejected material and correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or may immediately terminate the contract.
- d) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all inspections and tests that may be required by the Engineer. All inspections and tests by the Engineer and/or Owner shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. Contractor shall be charged with any additional cost of inspection when material or workmanship is not ready at the time inspection is requested by the Contractor.
- e) Should it be considered necessary or advisable by the Engineer and/or Owner any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or their subcontractor, Contractor shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay. If, however, such work is found to meet requirements of the contract, the actual cost involved in the examination and replacement shall be allowed the Contractor, and they shall, in addition, if completion of the work has been delayed

thereby, be granted a suitable extension of time on account of the additional work involved.

- f) Inspection of material and finished articles to be incorporated in the work at the site may be made at place of production, manufacture or shipment stated in the specifications; and such inspections and acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

Article 5 - SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that they have reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3.1 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

Article 6 – ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

Contractor shall examine and check all drawings and specifications furnished by Owner for dimensions, quantities, and coordination with other parts of the work on this or related contracts and shall notify the Engineer, in writing, of any and all errors, omissions or discrepancies they may discover by examining and checking of same. Contractor shall not be allowed to take advantage of any such error, omission or discrepancy, as full instructions will be furnished by the Engineer, and Contractor shall carry out such instructions as if originally specified. In no case shall Contractor proceed with the work in uncertainty, and any work done by Contractor after discovery

of any error, omission or discrepancy, until authorized, will be at the Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any minor omissions in the specifications or plans.

Article 7- MATERIALS AND WORKMANSHIP

It is mutually understood that all materials and workmanship furnished under this Contract shall be of the highest quality, to the end that a good and substantial and workmanlike job may be produced. The Contractor shall bring only first class materials to the work, and they shall furnish suitable tools and equipment and shall employ competent labor to perform the work to be done. Any materials or labor or tools or equipment that shall not, in the judgment of the Engineer, be suitable or competent to produce the desired result, may be ordered from the work by the Engineer, and such materials or labor or tools or equipment shall be promptly substituted therefor by the Contractor as will meet with the approval of the Engineer. Wherever a brand or name is given, it is for the purpose of defining or establishing a type or quality of material only.

7.1 Defective Materials

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the Plans and Specifications, may be rejected by the Engineer; and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

7.2 Stored Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted directly by the Village or by other Contractors the Village employs or with street drainage, or with fire hydrants or with access thereto, and not to unreasonably inconvenience the public from access to or use of their property.

7.3 Property Rights in Surplus Materials

All excess materials excavated during the progress of the work and not required for backfilling, all timber except tree stumps cut from the right-of-way, and all other materials which have been encountered and handled during construction operations, and which constitute a disposable surplus at the end of the construction period, shall be the property of the Contractor, unless otherwise directed by the Village or its Engineer. Such materials shall be hauled and neatly piled, or hauled and dumped at the places designated by the Engineer, at no extra compensation.

7.4 Water Supply

Water for construction purposes may be taken from the Village water system from a hydrant approved by the Village, with backflow preventer as required.

Article 8 - SUPERINTENDENCE BY CONTRACTOR

8.1 Except where the Contractor is an individual and gives their personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Village and the Engineer, on the work at all times during working hours with full authority to act for the Contractor. Any orders by the Engineer given to and received by said superintendent shall be deemed to have been given to and received by the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of their work. The Contractor shall maintain a complete set of plans and specifications at the site.

8.2 The Contractor may set up and establish an office on or near the site. On certain large projects, the Engineer may direct the Contractor to set up an office.

8.3 The Contractor shall lay out their own work and they shall be responsible for all work executed by them under the Contract. They shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from their failure to do so.

8.4 Disorderly Employees

Disorderly, intemperate, or incompetent persons must not be employed, retained, or allowed upon the work site. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.

8.5 Relation to Other Contractors

The Contractor shall so conduct their operations as not to interfere with or injure the work of other Contractors or work personnel employed by the Village on adjoining or related work, and they shall promptly make good any injury or damage which may be done to such work by them or their employees or agents. Should a contract for adjoining work be awarded to another Contractor, and should the work on any one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being and which shall continue or whether the work on both contracts shall continue at the same time and in what manner. In case the territory of one contract should be the necessary means of access to another

contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as they may adjudge to be necessary or expedient and in the best interests of the Village. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same as in the case of other delays caused by the acts of the Village. Any difference of opinion or conflict of interest which may arise between this Contractor and other Contractors or work personnel of the Village in regard to adjoining work shall be determined and adjusted by the Engineer.

8.6 Time and Sequence of Work

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this Contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by the Plans and Specifications or by the express provisions of this Contract; the Engineer may, however, make such reasonable requirements as may, in their judgement, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements, the Contractor shall strictly conform.

8.7 Sunday, Holiday, Night Work and Hours of Operation

No Sunday or Holiday work shall be done except in case of emergency or to protect from damage or injury any work that has already been done, and then only with the written consent of the Engineer, and only to such an extent as he may judge to be necessary.

Ordinarily, no night work shall be carried on which will require the presence of the Engineer or an inspector, except with the written permission of the Engineer. Night work is permissible in an emergency to the extent required to meet the emergency, but the Contractor shall notify the Engineer, as far as possible in advance, of their intentions to carry on such emergency work and of the time and place of doing it.

Work hours of operation will be in accordance with Village ordinances.

Article 9 - ENGINEERING SUPERVISION

The work covered by this Contract will be executed under the engineering supervision of the Village Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the Plans and Specifications that may be necessary, to supply supplementary or additional plans or specifications as they may

deem expedient, and to point out to the Contractor any disregard of any of the provisions of the Contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work and the Contractor shall provide such labor and assistance as the said Engineer may require in setting the same. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith. The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this Contract, by assistants under their direction or otherwise, as they may deem to be advisable or expedient; but no inspection shall relieve the Contractor of their fundamental obligation to fully respect all the requirements of their Contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

The Engineer and their duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which the Engineer may have access to such parts of the work as may be required.

Article 10 - VILLAGE'S RIGHT TO COMPLETE; SUSPENSION OR TERMINATION

It is agreed that the Village has the right, when it shall become satisfied that the work provided for in this Contract will not be completed within the time limit, to furnish additional labor and material if necessary and render such other assistance as it may deem advisable, for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings.

It is agreed that the Village Manager has the right to determine finally all questions as to proper performance of this Contract, or any part or portion thereof, and in case of improper, dilatory or imperfect performance thereof, to suspend the work at any time and to order the partial or entire reconstruction of the same, and if at any time the said Contractor shall abandon the work of this Contract or become habitually negligent of their obligations under it, or shall fail to prosecute the work with reasonable diligence, so that the time of final completion of the work shall be unnecessarily and intolerably delayed, or if they shall violate any of the provisions of the Contract, then and in such case the Village Manager may declare this Contract forfeited and may, at address given in the proposal, notify them to discontinue all work under this Contract, or any part thereof, and thereupon they shall discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the Village shall thereupon have the

right to complete the work or any part thereof by Contract or otherwise, as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances, and equipment as may be found upon the work, and to charge the expense thereof to the Contractor. Power is hereby given the Village Manager to determine all such questions under this Contract, according to the true intent and meaning thereof.

All expenses charged under this provision shall be deducted and paid by the Village of Lake Orion out of any monies then due to the Contractor under this Contract, or any part thereof, and in such accounting the Village of Lake Orion shall not be held to obtain the lowest figures for the work of completing the contract, or any part thereof, or for insuring its proper completion, but all sums actually paid therefor shall be charged to the Contractor and in case such expenses shall exceed the said sums, the Contractor shall pay the amount of the excess to the Village of Lake Orion.

Article 11 - ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this Contract, or subcontract any part of the work embraced in it, except with the written consent of the Village Manager to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the Plans and Specifications and be subject to all provisions of this Contract exactly as if performed by the Contractor and their immediate employees and work personnel. No such letting of the work shall, in any way, diminish or weaken the responsibility of the Contractor for all parts of the work or lessen their obligation under this Contract.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Contract, or his claim thereto, except with the written consent of the Village Manager.

Article 12 - EXTRA WORK AND MODIFICATION

It is agreed that the said Contractor shall do such incidental or extra work in connection with this Contract as the Village Manager may especially order in writing. If such extra work or any part thereof be of such character that it may be definitely covered by construction items for which unit prices are named in the proposal of this Contract, then and in that case the Village will pay, and the Contractor will accept as full compensation for such extra work, or such part thereof, the amount computed by applying the unit prices to the quantities of extra work falling under the several items. Also, such extra work may be paid for at prices mutually agreed upon at the time by the Village and the Contractor. But if such extra work, or any part thereof, be of a kind which may not be definitely covered by the regular pay items of this contract, and if no price therefor has been mutually agreed upon in advance, or if the work is of such a nature that it cannot be estimated with fair exactness in advance, then the Village will pay, and the Contractor will accept as full compensation for such, an amount equal to the actual and necessary net cost in

money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen percent (15%) of such net cost for superintendence, power, the use of tools, and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen percent (15%), the Contractor will furnish to the Village Engineer, at the end of each day, suitable time slips showing the name of and the number of hours worked by each work person employed thereon, the nature of work performed by them, and their rate of pay, together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the source from which it was purchased, and the price paid or to be paid therefor.

The Village may, at its discretion, furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this Contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the Village.

And it is further agreed that no claim against the Village on account of extra work shall be valid unless such extra work has been previously ordered in writing by the Village Manager, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

When it becomes necessary in the prosecution of any work or improvement under contract to make minor alterations or modifications of such contract or the plans and specifications thereof, such alterations, changes or modifications shall be made only on the written order of the Village Manager.

No such order shall be made until the price to be paid for the work or material or both and the credits, if any, to be allowed by the Village under the altered and modified Contract shall have been agreed upon in writing and signed by the Contractor and by the Village Manager.

Article 13 - DISPUTED CLAIMS FOR EXTRA COMPENSATION

If any inconsistency, omission, or conflict is discovered in either the plans or the specifications, or if in any place the meaning of either the plans or the specifications, or both, is obscure, or uncertain, or in dispute, the Engineer will decide as to the true intent.

In case the Contractor deems extra compensation is due for work or materials not clearly covered in the contract, or not ordered by the Engineer as extra work, or due to changed or altered conditions, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before beginning work on which the Contractor intends to base a claim and shall afford the Engineer every facility for keeping actual cost of the work. The Contractor and the Engineer shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to give such notification or to afford the Engineer proper facilities for keeping strict account of actual cost will constitute a waiver of the claim for such extra compensation except that consideration will be given to claims to the extent that they are substantiated by Village records. The determination of extra compensation made by the Village, where the Contractor has failed to give proper notice of their claim for extra compensation as provided herein or has failed to afford the Engineer proper facilities for keeping strict account of actual costs, shall be final and binding on the Contractor. The filing of such notice by the Contractor and the monitoring of cost by the Engineer for said notice of claim, shall not in any way be construed to establish the validity of the claim. When the extra work in question has been completed, the Contractor shall file the claim for extra compensation with the Engineer.

Such claims shall be filed with the Engineer in accordance with the MDOT 2020 Standard Specifications for Construction. A written decision will be given to the Contractor in a timely manner, regarding the approval, partial approval, or disapproval of the Contractor's claim for extra compensation. The Village will determine procedures for reviewing the Contractor's claim.

Article 14 - EXTENSION OF TIME

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Village because of any emergency or public necessity, or by reason of extra work ordered by the Village Engineer, or by any act, neglect, delay, or default on the part of the Village, the Contractor shall have no valid claim for damages on account of any such cause or delay, but he shall be, in such case, entitled to such extensions or advancement of the time period specified in the Agreement as the Village Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause of delay shall have occurred. The closing down of the work during the winter season on account of cold weather shall not be taken as entitling the Contractor to any extension of time within the meaning of this Article.

In case the Contractor shall be delayed in the fulfillment of his obligations under this Contract, from any cause whatsoever, and in case the Village shall acquiesce in the Contractor's prosecution and completion of the work, or any part of it, after the date at which it should have been finished, such acquiescence shall not operate as a waiver of any of the Village's rights under this Contract, nor shall it invalidate or in any way weaken the Contractor's bonds.

Article 15 - LIQUIDATED DAMAGES

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the Contract, and in the event that said Contractor shall fail in the due performance of the entire work to be performed under this Contract, by and at the time herein mentioned and referred to in the Agreement, or within some other certain date subsequent to this to which the time limit for completion of the work may have been advanced under provisions of Article 11, the said Contractor shall pay unto the Village as and for liquidated damages, and not as a penalty, the sum of **One Thousand Dollars (\$ 1,000.00)** for each and every calendar day that the said Contractor shall be in default.

Said sum of **One Thousand Dollars (\$ 1,000.00)** per day, in view of the difficulty of estimating such damages with exactness, is agreed upon as the damages which will be suffered by the Village by reason of such default. It is also understood and agreed by the parties to this Contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breach of this Contract; which said sum the Village shall have the right to deduct from any monies in its possession, otherwise due, or to become due to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for. (See also any Special Provisions for Liquidated Damages.)

Said liquidated damages are in addition to any actual damages which the Village may recover under the provisions of the contract.

Article 16 - PAYMENTS TO THE CONTRACTOR

16.1 Contractor's Obligation Prior to Payment

It is agreed that before the Contractor shall demand partial or final estimates or payments, the Village may require them to furnish the Village satisfactory evidence that all persons that have supplied labor or materials for the work embraced under this Contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the Village may deem necessary to meet the lawful claims of the persons aforesaid be retained by the Village from any monies that may be due or become due to them under this Contract until such liabilities shall be fully discharged and evidence thereof be furnished to the Village. The Contractor agrees to make prompt settlement for all repair expenses made by the Village as a result of the Contractor's work. Consent of the Contractor's surety will be required prior to final payment.

16.2 Village's Obligation to Pay

It is agreed that, in consideration of the faithful and entire performance by the Contractor of their obligations under this Contract, the Village shall pay to them, at the times and in the manner stipulated, the total sum as determined by calculations from the unit prices in the proposal, but diminished by such amount as the Village may lawfully retain as liquidated damages under the provisions of Article 15 herein; and the Contractor shall accept the payment of such sum as full compensation for their work under this Contract.

16.3 Progress Estimates and Payments

Progress payments shall comply with Act No. 524 Public Acts of 1980. At about the first of each month, during which satisfactory progress has been made toward the final completion of the work, the Engineer will make up an estimate of the amount and value of the work which has been done under this Contract since the date of the last preceding estimate, and will report such estimate in writing to the Village Director of Finance. Such estimates shall not be required to be made by strict measurements, or with exactness, but may be made either wholly or in part by appraisement or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any progress estimate may be allowed for or corrected in any subsequent estimate.

Following the rendering of such estimate by the Engineer, and as soon as practicable thereafter, the Village will pay to the Contractor on account a sum equal to ninety percent (90%) of the Contract price of such work. The remaining ten percent (10%) will be retained until work is fifty percent (50%) in place. After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the Village determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. If the Village so determines, the Village may retain not more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

The Director of Finance may require the Contractor, before the payment of any estimate, to file an affidavit showing the unpaid bills for materials or supplies of any kind furnished for this work.

The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of this Contract on the same basis as other work is included, all such extra work being regarded herein as essentially a part of this Contract, and not merely supplementary to it.

Disputes under this provision may be submitted to the decision of an agent, at the option of the Village, pursuant to Section 4 of Act 524 of 1980. (MCLA 125.1564).

16.4 Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and their estimates, based upon such measurements, shall be final and conclusive evidence of the amount of work performed under this Contract.

16.5 Final Estimate and Payment

As soon as practicable after the satisfactory completion of all the work included under this Contract, the Engineer will make final inspection of all the work and will make up a final estimate of the amount due to the Contractor under the terms of this Contract. At this time the Contractor shall file with the Director of Finance an affidavit stating that all bills have been paid in full for all materials, supplies and labor of every kind that have been furnished for this work, or stating the balance due for such materials, supplies and labor (See sample on Page 52). The Contractor shall file with the Village Engineer the Contractor's Declaration found on Page 51, stating that all claims for extra payments have been satisfactorily settled and there will be no further claims. Consent of the Contractor's surety shall also be filed. The Engineer will then certify this estimate to the Village Director of Finance and the Contractor will be paid the amount of said estimate, less the amounts previously paid; excepting that the Village may, at its option, reserve such amount as it may deem necessary to meet the undischarged obligations of the Contractor for materials or labor expended upon this work until such obligation shall have been paid.

Article 17 - WARRANTY MAINTENANCE

If, at any time during a two-year period from the date of payment of the final estimate, the need of any repair or replacement becomes apparent, the Village will at once notify the Contractor in writing, either personally or by mail at the address given in the proposal; and if within one week after such notification the Contractor has not made the necessary repairs, the Village may proceed to do the required work and to charge the cost thereof against the Contractor, excepting that in the case of a repair necessary to be made at once to protect life and property, then and in that case the Village may take immediate steps to repair or barricade such defects without notice to the Contractor.

Following the performance of any such repair work by the Village, and as soon as practicable thereafter, an itemized statement of the cost of such work will be sent to the Contractor by the Village. In such accounting the Village shall not be held to obtain the lowest figures for the doing of the work or any part thereof, but all sums actually paid therefor shall be charged to the Contractor.

Article 18 - MICHIGAN NON-DISCRIMINATION STATUTE

It is agreed that the Contractor and their subcontractors will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor further agrees to comply with the Village of Lake Orion Human Rights Ordinance and Title VI Non-Discrimination Plan; information may be found at [DEI & Title VI Compliance | Lake Orion, MI](#) . Breach of this covenant may be regarded as a material breach of the Contract.

Article 19 - LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all laws of the State of Michigan relating to the employment of labor on public work, and all the charter provisions and ordinances of the Village of Lake Orion regulating or in respect to public improvements.

Article 20 - PATENTS, PATENT RIGHTS, AND TRADEMARKS

The Contractor shall indemnify, protect, defend and save the Village of Lake Orion, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, volunteers and others working on behalf of the Village, harmless against all claims or actions brought against the Village by reason of any actual or alleged infringement upon patent, trademark or service mark right in any article, material, process, machine or appliance used by him in this work.

Article 21 - WORK WITHIN RAILROAD, PRIVATE, STATE OR COUNTY RIGHTS-OF-WAY

All construction work within railroad, private, State or County highway rights-of-way shall be performed by the Contractor in accordance with the requirements of the rights-of-way agreement and of the railroad or highway department having jurisdiction; including procedures of excavating, backfilling, removing and replacing pavement, maintaining and safeguarding traffic, inspection procedures of jacking pipes and encasing pipes under railroads and highways, etc. All required construction permits and surety bonds shall be furnished by the Contractor before commencing work. At the conclusion of the work, the Contractor shall furnish a written statement from the railroads and highway departments that work in rights-of-way under their jurisdiction has been completed to their satisfaction.

Article 22 - PROTECTION AND SAFETY

22.1 Protection Against Accident

The Contractor shall put up and shall maintain during the continuance of the work such barriers, lights and other protective devices and watchmen, when necessary, as will effectively prevent any accident in consequence of their work, and they shall be liable for all accidents and damages occasioned in any way by their acts or neglect, or by the acts or neglect of their agents, employees, or workmen.

22.2 Responsibility for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the Village, and shall turn the finished work over to the Village in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all these elements included as extra work under this Contract in exactly the same manner as the regular work is covered.

22.3 Responsibility for Adjoining Structures

The Contractor shall have full responsibility for the protection of all property, driveways, buildings, fences, and other structures, and their foundations, along (or near) the line of the work, and shall indemnify, defend and save harmless the Village of Lake Orion, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, volunteers and others working on behalf of the Village, against all damages or alleged damages to any such structure arising out of their work.

No driveway shall be entirely closed to travel, even temporarily, except with the written consent of the Engineer, previously obtained. Highways must be suitably posted during the period in which construction work is in progress in them, and the Contractor shall be responsible for this precaution. Suitable bridges must be built across trenches at highway crossings to facilitate travel, and this same requirement shall apply likewise to private roadways.

22.4 Responsibility for Water Courses

The Contractor shall maintain in continuous and effective service all drains and water courses touched during the progress of the work. If it should become necessary, temporarily, to divert or obstruct the flow of any such water course or

drain, written consent must first be obtained from the Engineer, and the Contractor shall assume full responsibility for the consequences.

22.5 Responsibility for Utilities

Certain underground structures and utilities have been shown as an aid to the Contractor, but the Village does not guarantee their location or that other underground structures or utilities may not be encountered. It shall be the responsibility of the Contractor to make all arrangements with the owners of the respective utilities for the establishment of their location, prior to beginning the construction.

The Contractor shall assume full responsibility for the protection of all utilities, water, sewer, gas, telephone, or any other, either public or private, along or near the line of work, and will be held responsible for any damages to such utilities arising from their operations. If for the Contractor's convenience they desire that any portion of the utilities be moved to facilitate their operations, they shall make all necessary arrangements with the owner of the respective utilities, and pay all costs resulting from this work.

In cases where utilities, water, sewer, gas, telephone or any other, either public or private, are directly in the line of the structures being constructed, such as those being within the permissible limits of a sewer excavation or pavement excavation, and the Village deems it necessary that the said utility be moved, the said company or companies, agents or superintendents will be notified by the Village Engineer to remove the same within a specified time. The Contractor shall not interfere with said utility or any portion thereof until the expiration of the time specified in said notice. The Contractor will not be held responsible for any costs resulting from this work.

In all cases where there is a dispute between the Contractor and the owner of the respective utility as to necessity of moving or repairing same within Village-owned right of way, the Village Engineer shall make the final decision in the matter, which decision shall be binding on the respective parties, and order the respective parties to proceed accordingly.

22.6 Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and ornamental shrubbery from injury by work personnel, teams, or other agencies connected with their work. Such trees or shrubbery shall be surrounded by protective posts or fencing before construction work begins if, in the judgment of the Engineer, such precautions are necessary.

22.7 Protection of Reference Points

The Contractor shall carefully preserve monuments, bench marks, reference points and stakes and, in case of willful or careless destruction, they shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

22.8 Removal of Water

The Contractor shall provide all necessary pumps, pipes, drains, ditches, dikes, and other means for adequately protecting the work from damage by water, and he shall so protect it during the entire construction period. No direct payment will be made to the Contractor for removing or pumping water, or for any of the means employed in protecting the work against damage by water, but compensation therefor shall be considered as being included in the unit prices fixed in this Contract for the several structures.

Water pumped or delivered from trenches and excavations shall be disposed of in such manner as will not injure the public health, nor damage public or private property, nor injure any work complete or in progress.

22.9 Dust Control

The Contractor shall apply water or dust palliative, or both, for the alleviation or prevention of dust nuisance caused by their operations. Dust control operations shall be performed by the Contractor at the time ordered by the Engineer, but failure of the Engineer to issue such order will not relieve the Contractor of their responsibility.

Such dust control materials shall be applied as often as is necessary to control the dust. The use of road oils and waste oils to control dust is prohibited unless authorized by the Engineer.

No direct payment will be made for any such work performed or material used to control dust under this Contract.

22.10 Control of Noise

The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers, and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries and schools, special precautions shall be taken to avoid noise and other nuisance, and the Contractor shall require strict observances of all pertinent

ordinances and regulations. Any blasting permitted in such locations shall be done with reduced charges.

22.11 Erosion Control

The Contractor shall comply with the Soil Erosion and Sedimentation Control Act, Act 347 of 1972, as amended by Act 197, Public Acts of 1974 and local Village or County soil erosion control programs. Also, should the local agency determine that the construction operation is in violation of the act and cites the Village, the Contractor shall take immediate action, as directed by the Village, to insure compliance with the Act.

22.12 First Aid

The Contractor shall at all times provide a satisfactory first aid kit at the job site. Emergency phone numbers for police, doctors, and emergency vehicles shall also be kept in the first aid kit.

22.13 Ventilation and Safety in Gas

Positive and approved means shall be provided by the Contractor for the detection of gas in existing sewers. If gas is encountered and cannot be removed by natural ventilation, then ventilating equipment of sufficient capacity and suitable type to adequately and quickly dilute the gas shall be promptly installed and operated. In all work where gas is present, no flame or other open light shall be used on the work. The Contractor shall be required to enforce a "no smoking" ban on all work-personnel present.

22.14 Sanitary Regulations

The Contractor shall provide for their employees an abundant and convenient supply of drinking water, taken from the Village water system or from some other safe and wholesome source, and shall give orders against the use for drinking purposes of any other water in the neighborhood known to be prejudicial to the health of the workers.

The Contractor shall provide at convenient points, properly secluded from observation, a sufficient number of sanitary conveniences, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and conditions of maintenance of these utilities must at all times be such as will meet the approval of the Engineer.

Article 23 - CLEANING UP

Upon completion of the actual work of construction, the Contractor shall clean up and leave in neat condition all the premises which they have occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises all surplus excavation, debris, and rubbish, and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the grounds, they shall replace or put in good repair all fences, telephone poles and lines, roadways, and other property that may have been damaged by them during the progress of the work. Damage to crops within the limits of the right-of-way or street will be paid by the Village, but the Contractor must assume responsibility for all damages outside of this right-of-way.

Article 24 - PROGRESS SCHEDULE

The CONTRACTOR shall submit a Progress Schedule to the Village for review and approval prior to the pre-construction meeting.

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period of _____

to _____ A.D., 20 ____ , performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the Village of Lake Orion or his agents, in addition to the regular items set forth in the contract named or numbered **2025 SIDEWALK IMPROVEMENTS – DISTRICT #1** and dated _____ A.D., 20 ____ , for _____

executed between myself and the Village of Lake Orion, and in the Change Orders for work issued by the Village in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

By: _____

Title: _____

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS
COUNTY OF)

The undersigned _____, hereby represents that on _____, he (it) was awarded a contract by the Village of Lake Orion, hereinafter called the Owner, to _____

_____ in accordance with the terms and conditions of Contract **2025 SIDEWALK IMPROVEMENTS – DISTRICT #1** and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____ A.D. 20 _____.

Contractor: _____
By: _____
Title: _____

Subscribed and sworn and to before me, a Notary Public in and for _____ County, Michigan, on this _____ day of _____ A.D. 20 _____.

Notary Public
My Commission expires: _____

**NOTICES TO BIDDERS, SPECIFICATIONS
AND
SPECIAL PROVISIONS**

VILLAGE OF LAKE ORION

NOTICE TO BIDDERS

GENERAL REQUIREMENTS

1 of 1

NFE: JAC

04/26/22

All work shall be done in accordance with the Village of Lake Orion Standards and the Michigan Department of Transportation 2020 Standard Specifications for Construction and the latest revisions to the Standard Details as published by MDOT except as specifically modified in the Contract Documents and Supplemental Specifications.

SUPPLEMENTAL SPECIFICATIONS

These Specifications are supplemental to and form a part of the contract herewith attached, and are intended to technically describe the nature of the materials equipment, and workmanship required to complete in a workmanlike manner, the construction included in this contract. Where any conflict arises between the Supplemental Specifications and the Standard Specifications, the Supplemental Specifications shall control.

1. SIDEWALK, REMOVE

The contractor will be responsible to remove and replace only the concrete sidewalk that is marked to be removed. Existing concrete walks that are to be removed to the nearest adjacent formed joint. If no joint is in existence within five feet of the new work, a joint for breaking may be saw-cut with the approval of the inspector. All saw-cuts shall be made with a concrete saw. Payment for saw-cutting shall be considered incidental to the removal and included with the contract.

The Contractor shall exercise care when removing walks adjacent to the adjoining areas of driveways and sidewalks that are not to be removed. Any walks, drives or similar structures not intended to be removed that are broken by the Contractor shall be removed to the nearest joint and replaced at no cost to the Village.

2. CONTRACTOR'S STAMP

All concrete sidewalks shall have the Contractor's stamp imprinted in the surface at the beginning and ending flag of the replacement length. Failure to stamp the sidewalk shall be reason to remove said slabs and replace with new concrete with the stamp imprinted. The stamp shall be approximately four inches by six inches (4" x 6") outside measurements, containing the name of the Contractor and the current year in legible characters one quarter inch (1/4") deep and one inch (1") high. This stamp shall be approved by the Village prior to construction.

3. CURB RAMP, CONC 6" W/ DETECTABLE WARNING

Curb Ramp shall be constructed per MDOT 2020 Standard Specifications and detail R-28-J with a detectable warning surface, red in color, complying with ADA requirements included in the unit price for the Curb Ramp. Match ADA detectable warning surface found at existing locations within District #1 – see intersection of Jackson Street and Anderson Street.

4. SIDEWALK BASE

All new walks shall be placed only on 4" MDOT CL-II sand, smoothed, compacted and leveled to the grades established by the Inspector. All base shall be thoroughly compacted and leveled to grade. The cost for 4" MDOT CL-II sand shall be included with the unit price for Sidewalk, Conc, 4" and Sidewalk, Conc, 6".

Prior to placing the concrete, all debris, stones, dirt, roots, etc., shall be removed from the sub base. The base shall be moistened with water in such a manner as to thoroughly wet the material without forming puddles or pockets of water. No concrete shall be placed on frozen sub base.

5. AGGREGATE BASE 21 AA

All new sidewalk with thickened edge shall be placed on 4" MDOT 21AA aggregate base, compacted and leveled to the grades established by the Inspector. All aggregate base shall be thoroughly compacted and leveled to grade. The cost for MDOT 21AA aggregate shall be included with the unit price for Sidewalk, Conc, 4" with Thickened Edge.

6. HMA REMOVE AND REPLACE

All new Sidewalk, Conc, 4" with Thickened Edge shall include sawcut, removal and replacement of existing asphalt surface according to the Contract Documents or to a width necessary to form and place the sidewalk section. Wearing and Leveling courses shall be MDOT 5E ML and 4E ML properly compacted. The cost for removal and replacement of existing asphalt surface shall be included with the unit price for Sidewalk, Conc, 4" with Thickened Edge.

7. UNDERCUT AND FILL

“UNDERCUT” shall consist of any excavation beneath the excavation for 4” or 6” sidewalk. The Inspector will determine the amount of undercut after inspecting the subgrade. Fill material, if required, shall be restricted to MDOT CL-II sand.

“FILL” shall include all fill required to replace the undercuts mentioned above, and to place the walk at the proposed grade. “FILL” shall include the placement of MDOT CL-II sand material and all necessary grading to bring the sub-base to the proper elevation for the thickness of pavement and final grade as directed by the inspector. Fill shall be placed and compacted to the required lines, grades, and cross-sections in lifts not to exceed six (6) inches in compacted depth. Each layer shall be uniformly compacted to at least 95% of maximum density as determined by the AASHTO T-180, modified proctor moisture density test at optimum moisture content ±2% by roller or vibratory equipment suitable for the type of material encountered. Payment for “UNDERCUT” and “FILL” shall be included in the contract as an incidental item, and not paid separately.

8. DUST CONTROL

The contractor shall provide adequate measures to control dust caused by this operation. The methods employed, and frequency of application shall be as approved by the Inspector. Payment for “DUST CONTROL” shall be included in the contract as an incidental item, and not paid separately.

9. DISPOSAL OF EXCESS EARTH, CONCRETE, ASPHALT, AND TREE ROOTS

Unwanted or unsuitable excavated material and tree roots will become the property of the contractor and shall be disposed of by him at no additional cost. In no case shall the mixer or transit truck be flushed out into the street pavement, into a catch basin or sewer manhole, or in any public right-of-way. Disposal sites shall comply with the provisions of Act 641 P.A. 1978, as administered by the Michigan Department of Environmental Quality.

10. RESTORATION

After the concrete has gained sufficient strength, all rails, forms, stakes and wood supports shall be removed in a manner so as not to injure the finished concrete. All exposed edges of the concrete shall be backfilled immediately. The remaining disturbed public area between the sidewalk and curb, also between the sidewalk and property line, or in areas where “FILL” has been placed, shall be finished graded to meet the existing grade. Surplus excavation and materials shall be removed from the site and the job left in a neat and workmanlike manner. All areas disturbed by the Contractor or construction activities shall be restored with 4” topsoil, seed, mulch and fertilizer as directed by the inspector. Restoration adjacent to sidewalk, and/or as a result of construction activities shall be incidental to the contract.

Topsoil shall be screened and free of all rocks, roots, and foreign debris and shall meet the following requirements:

- It shall be fertile, friable, and representative of productive soils, capable of sustaining vigorous plant growth and shall be free of clay lumps, subsoil, weeds, or other foreign matter.
- Acidity range shall be between pH 5.0 and 7.5.
- Organic content shall be not less than 5% and not greater than 30%.
- Clay content shall range between 5% and 25%.

All seed and fertilizer shall be supplied by the Contractor as part of the Project.

A. Seed

Name	Proportion	Purity	Germination
Baron Bluegrass	35%	95%	80%
Pennlawn Fescue	40%	97%	80%
Perennial Rye	25%	97%	90%

A statement of dealer guarantee of mixture, composition and purity, and germination percentages shall be furnished to the inspector. Weed content shall be 0.50 of 1%.

B. Fertilizer

Fertilizer shall be commercial, meeting the following chemical analysis: 20% nitrogen, 10% phosphorous, 10% potash, and shall conform to applicable fertilizing laws. It shall be delivered to the site in unopened containers that bear the manufacturer's statement of chemical analysis. Storage shall be in weatherproof locations to insure dryness and effectiveness. Verification of the amount of fertilizer placed must be provided to the Village in the form of tickets prior to placement.

C. Methods:

All areas to receive seed shall be smooth, uniform and free of surface irregularities. All foreign matter shall be removed.

Method of seeding is the option of the contractor; however, it shall be approved by the inspector prior to seeding operations. Fertilizer shall be applied evenly with a mechanical spreader at the rate of 20 pounds per thousand square feet and thoroughly worked into the top 2" of topsoil.

Specified seed shall be sown at the rate of 6 pounds per thousand square feet and lightly worked into surface of seedbed. The contractor shall repair any irregularities to the surface resulting from seeding operations. Verification of the amount of seed placed shall be verified in the form of tickets prior to placement.

Straw mulch shall be applied to all seeded areas. Mulch must be crimped in or tacked down.

No seeding shall be done between June 15 and August 15.

D. Establishment:

It shall be the responsibility of the contractor to provide a dense stand of specified lawn. Any area failing to produce uniform germination shall be reseeded and remulched until permanency is maintained at no additional cost to the Village. Final payment will not be made until all areas disturbed are restored with fertilizer, seed, and mulch, root systems are well established and areas are free of weed growth. The contractor shall be responsible for the maintenance (including watering) of all seeded areas until growth is established and the Village accepts the areas.

Where sidewalk is to be placed through an existing gravel driveway, any disturbance to the gravel driveway shall be restored to pre-construction condition or better with MDOT 22A gravel.

11. PROPERTY IRONS

All property irons and monuments disturbed or destroyed by the Contractor's operations shall be replaced by a Registered Land Surveyor provided by or caused to be provided by the Contractor at the Contractor's expense.

12. MAILBOXES, ETC.

Contractor shall protect all mailboxes, decorative landscaping, yard lights, stone pavers or headwalls, and the like, located in the area of sidewalk removal and replacement. Any such items located in the public right-of-way displaced by construction activities shall be carefully salvaged and placed on the property owner's property. Mailboxes shall be reinstalled in their original location by the Contractor at no additional cost to the Village.

13. FENCING

If any fencing is disturbed due to the Contractor's operations, he shall provide temporary snow fencing for the protection of the public and he shall replace the disturbed fence with a similar type at original location unless otherwise noted on the plans.

14. TREE PROTECTION

It is the Contractor's responsibility during construction to protect trees and perform tree trimming only at the direction of the inspector. Tree trimming is to be done at the property line to a height of eight feet from final grade of sidewalk and is considered to be incidental. Tree removal will not be allowed, unless noted.

15. TRIMMING TREE ROOTS

This work shall consist of cutting removing, and disposing of all stumps, trunks, and tree roots as required. Trees to remain shall be protected from damage from the construction operations. In areas of repair where existing tree roots have caused the surface to uplift and where directed by the Engineer, the Contractor shall trim the tree roots to a level of 6" below the subbase of the pavement. Tree root trimming shall be done with a power root or stump grinder in a neat fashion so as to minimize damage to the tree. No tearing or breaking of the roots with power equipment or hand tools will be allowable. All neatly trimmed roots shall be swept clean and painted with an approved pruning dressing prior to final grading and pavement placement. Payment for "TRIMMING TREE ROOTS" shall be included in the contract as an incidental item, and not paid separately.

16. EXCAVATION

Excavation shall consist of removing from the ground all roots, any other parts of trees protruding into the proposed sidewalk area, logs, brush, matted roots and debris of any nature within the areas designated on the plan and the subsequent disposal of all spoil materials from the project. Excavation shall be to the depth required for placement of base material and to a width that will allow for forming.

Excavation shall be included in the unit price for sidewalk, and not paid separately.

All brush, shrubs, roots or any other parts of trees protruding into the sidewalk areas, logs, matted roots, other vegetation, and debris located within the project limits shall be completely removed from the ground surface and disposed of off site.

All holes remaining after the excavation operation shall have the sides broken down or leveled, and shall be refilled with acceptable material, moistened and properly compacted in layers by tampers or rollers. The same construction procedure shall be applied to all holes remaining in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

Absolutely no additional payment will be considered due to the contractor's failure to properly identify the full extent of excavation required.

17. SOIL EROSION AND SEDIMENTATION CONTROL AND CLEAN-UP

Soil Erosion and Sedimentation Control (SESC) and Clean-up shall include the installation of temporary SESC measures, the removal of said temporary SESC measures after the project has been completed, the regular maintenance, repair, cleaning and/or replacement of the temporary SESC measures during the course of the project, etc.

Temporary soil erosion measures shall be placed at the back of curb and/or along the property line, in any catch basins that may be affected by construction activity, and as directed by the inspector to prevent sediment from being deposited on private property or in the public right-of-way.

18. PRIVATE LAWN IRRIGATION SYSTEMS

The Contractor is advised that some properties may contain lawn irrigation systems between the proposed sidewalk and the edge of street pavement or property line. Property owners will be notified at least two weeks in advance of any work on the Project and requested to relocate any irrigation system to areas outside of the public right-of-way.

If the property owner fails to relocate any irrigation system located in the public right-of-way, the Contractor will not be held responsible for any damage to such system. If the Contractor cuts the system during construction, Contractor shall cap the system pipe and witness the location of the cap with a wooden stake for the property owner's use and place any salvaged sprinkler heads on the property owner's property. Capping and marking shall be incidental to the sidewalk work, and at no additional cost to the Village.

If the property owner flags the location of all sprinkler lines and heads located near the sidewalk and the Contractor cuts the system outside the limit of the public right-of-way during construction, Contractor shall be responsible for repairing the damage at no additional cost to the Village.

19. WATER STOP BOXES

A PVC sleeve shall be provided around all water stop boxes located in the proposed sidewalk construction. Payment for "WATER STOP BOX" shall be included in the contract as an incidental item, and not paid separately.

20. PERMITS

Oakland County Water Resources Commissioner (OCWRC): The Contractor shall secure a "SOIL EROSION PERMIT" from the OCWRC prior to commencing construction. Any expenses for bond, permit and administrative fees, inspection and testing required by the OCWRC shall be paid for by a lump sum cost.

21. INCIDENTAL COSTS

Unless otherwise indicated on the Drawings or in these Specification, all site restoration, including, but not limited to, ditch restoration; minor line or grade adjustments; soil erosion and sedimentation control and clean-up; fence removal and replacement; mailbox removal and replacement; brush or tree (under 6" dia.) removal, tree trimming, traffic control; road, shoulder, driveway repair shall be completed by the Contractor in accordance with the Contract Documents.

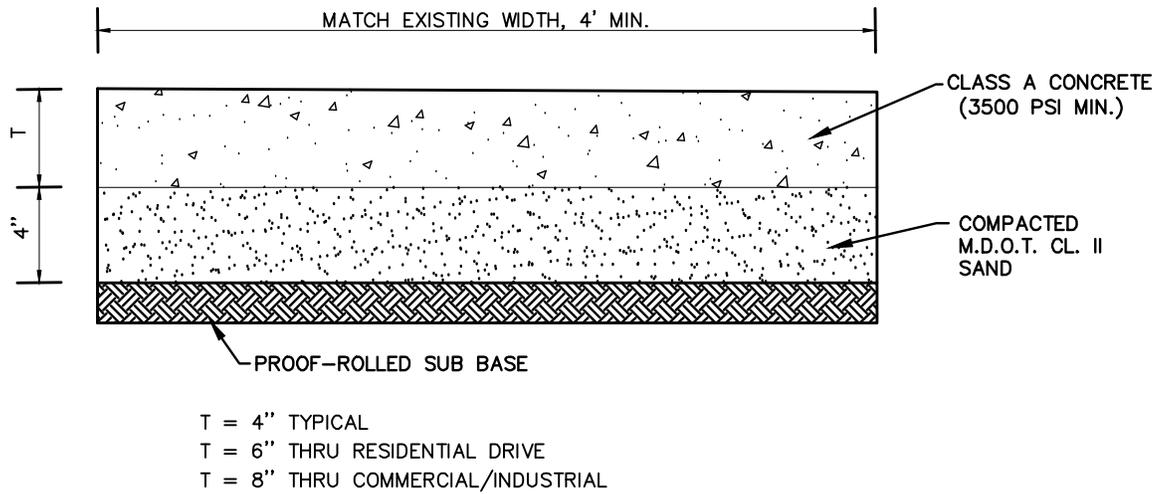
22. TRAFFIC CONTROL

This work includes all labor, equipment, and materials necessary to construct the necessary traffic control measures. Traffic is to be maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) current edition, and MDOT Standard Plans and Specifications. All proposed traffic control plans require approval from the engineer and the jurisdictional agency prior to implementation.

The contractor shall coordinate this work with other contractors performing work within the construction influence are or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing, and to provide for the orderly progress of contractor work.

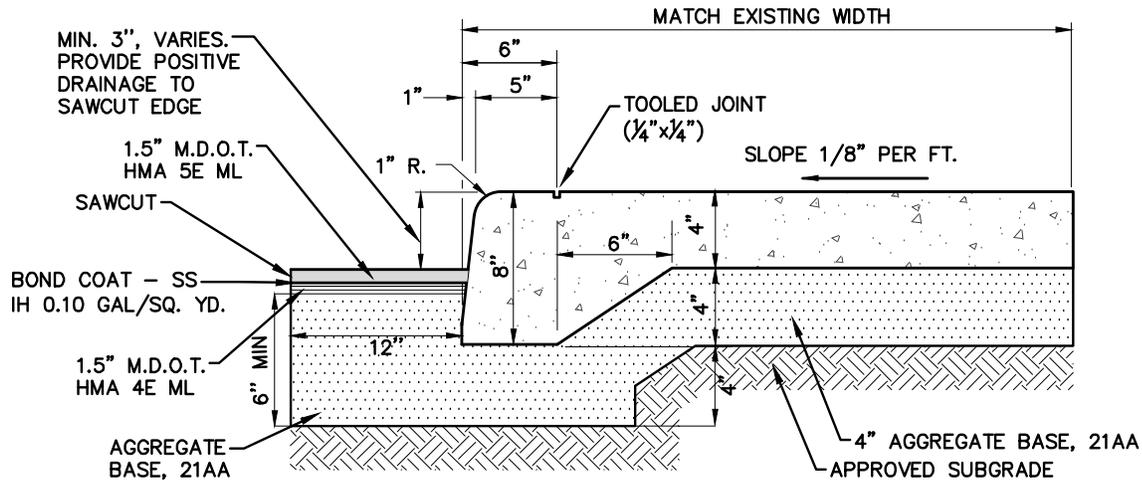
Local access to all business and private properties shall be maintained at all times. Payment for "TRAFFIC CONTROL" shall be included in the contract as an incidental item, and not paid separately.

VILLAGE OF LAKE ORION 2025 SIDEWALK IMPROVEMENT - DISTRICT #1



CONCRETE SIDEWALK SECTION

N.T.S.



SIDEWALK, CONC, 4" w/ THICKENED EDGE

N.T.S.

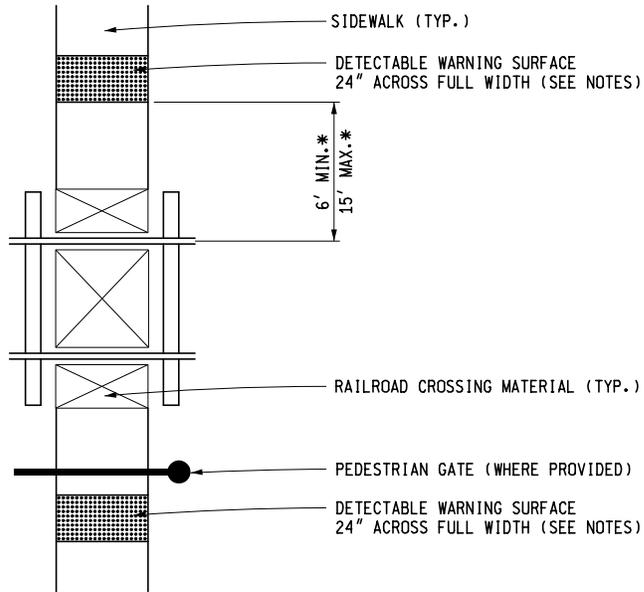


NF ENGINEERS
NOWAK & FRAUS ENGINEERS
48680 VAN DYKE, SUITE 200
SHELBY TWP., MI 48317
TEL. (586) 739-0939
WWW.NFE-ENGR.COM

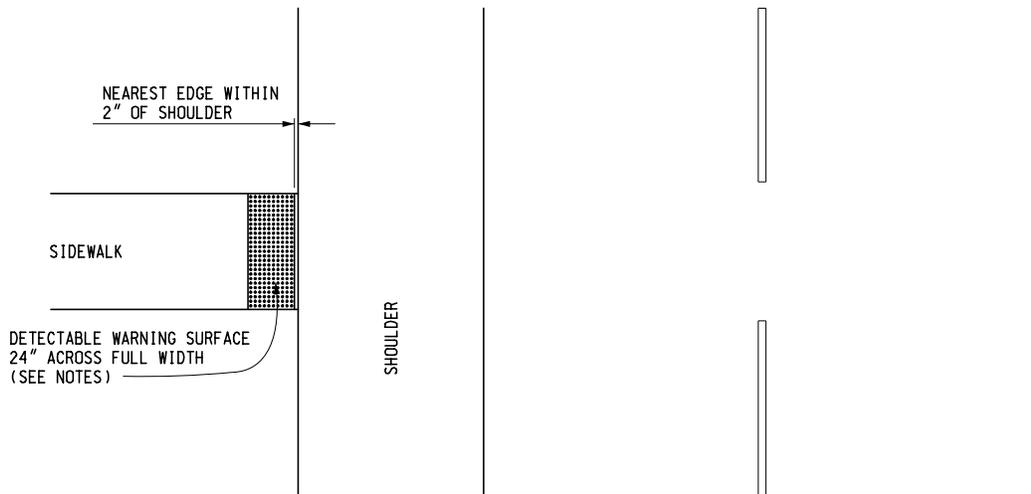
SIDEWALK DETAILS

PREPARED FOR: VILLAGE OF LAKE ORION	DATE 03-05-25	DRAWN A. SUCHOSKI	JOB NO. O676	SHEET 1 of 1
--	------------------	----------------------	-----------------	-----------------

* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.



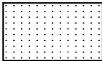
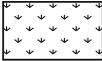
DETECTABLE WARNING AT RAILROAD CROSSING

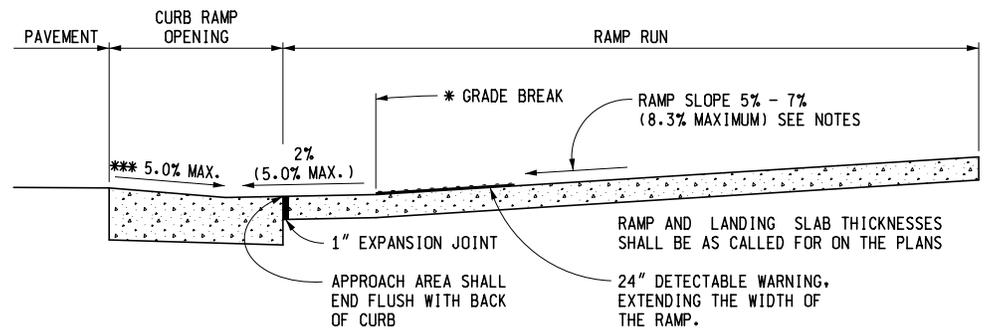
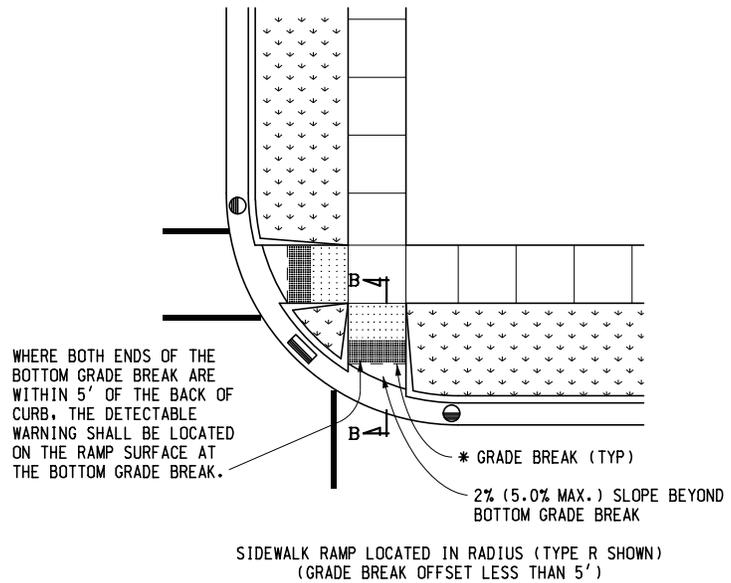
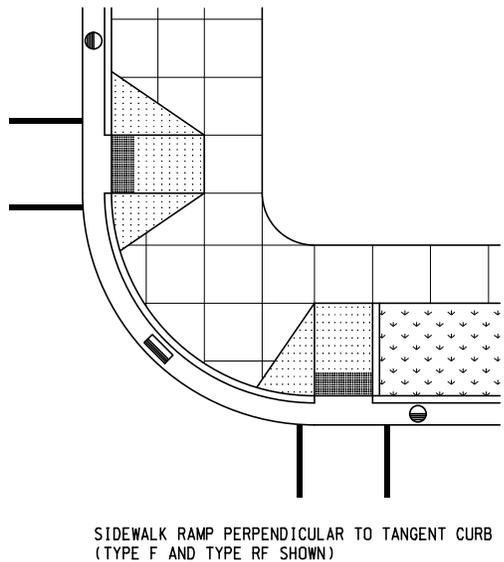
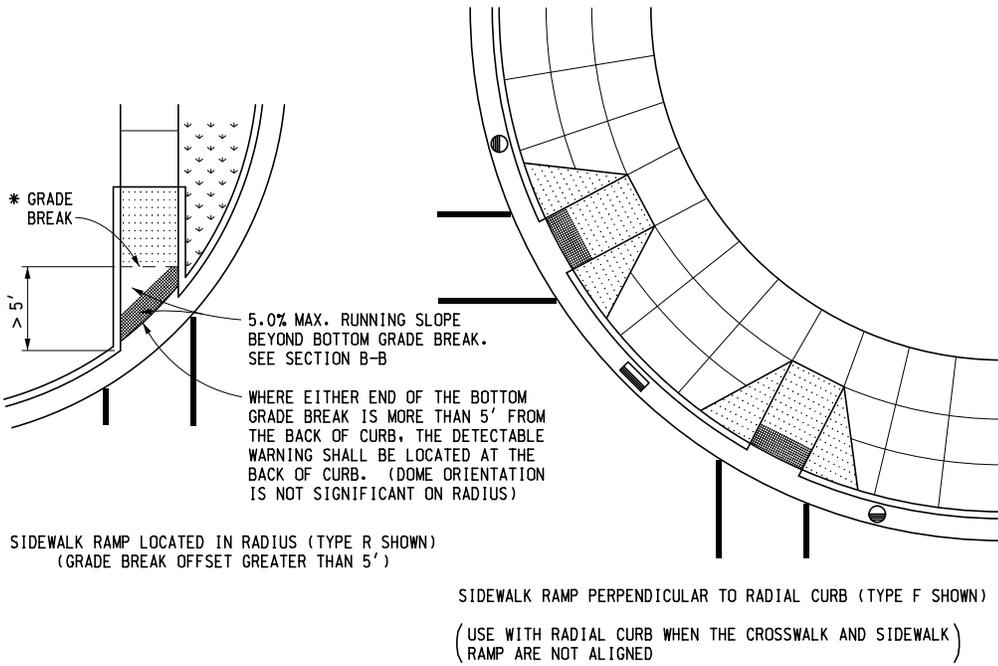


DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR		
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS		
F.H.W.A. APPROVAL	12-11-2017 PLAN DATE	R-28-J
		SHEET 5 OF 7

LEGEND

	SLOPED SURFACE
	DETECTABLE WARNING
	"NON-WALKING" AREA
	CROSSWALK MARKING
	PREFERRED LOCATION OF DRAINAGE INLET (TYP.)
	ALTERNATE LOCATION OF DRAINAGE INLET (TYP.)



* GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL.

*** TRANSITION ADJACENT GUTTER PAN CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING.

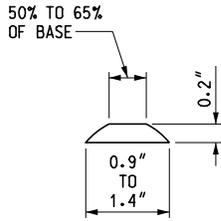
SEE SHEET 2 FOR CURB RAMP OPENING DETAILS.

**SECTION B-B
SIDEWALK RAMP ORIENTATION**

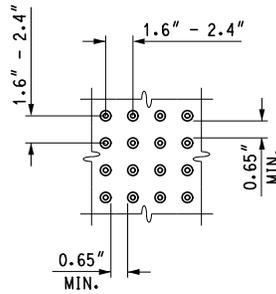
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

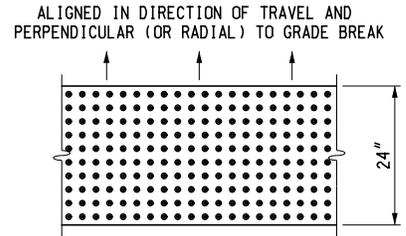
F.H.W.A. APPROVAL	12-11-2017 PLAN DATE	R-28-J	SHEET 6 OF 7
-------------------	-------------------------	--------	-----------------



DOMES SECTION



DOMES SPACING



DOMES ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMPS WITH A RUNNING SLOPE $\leq 5\%$ DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 2% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN 1/2". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

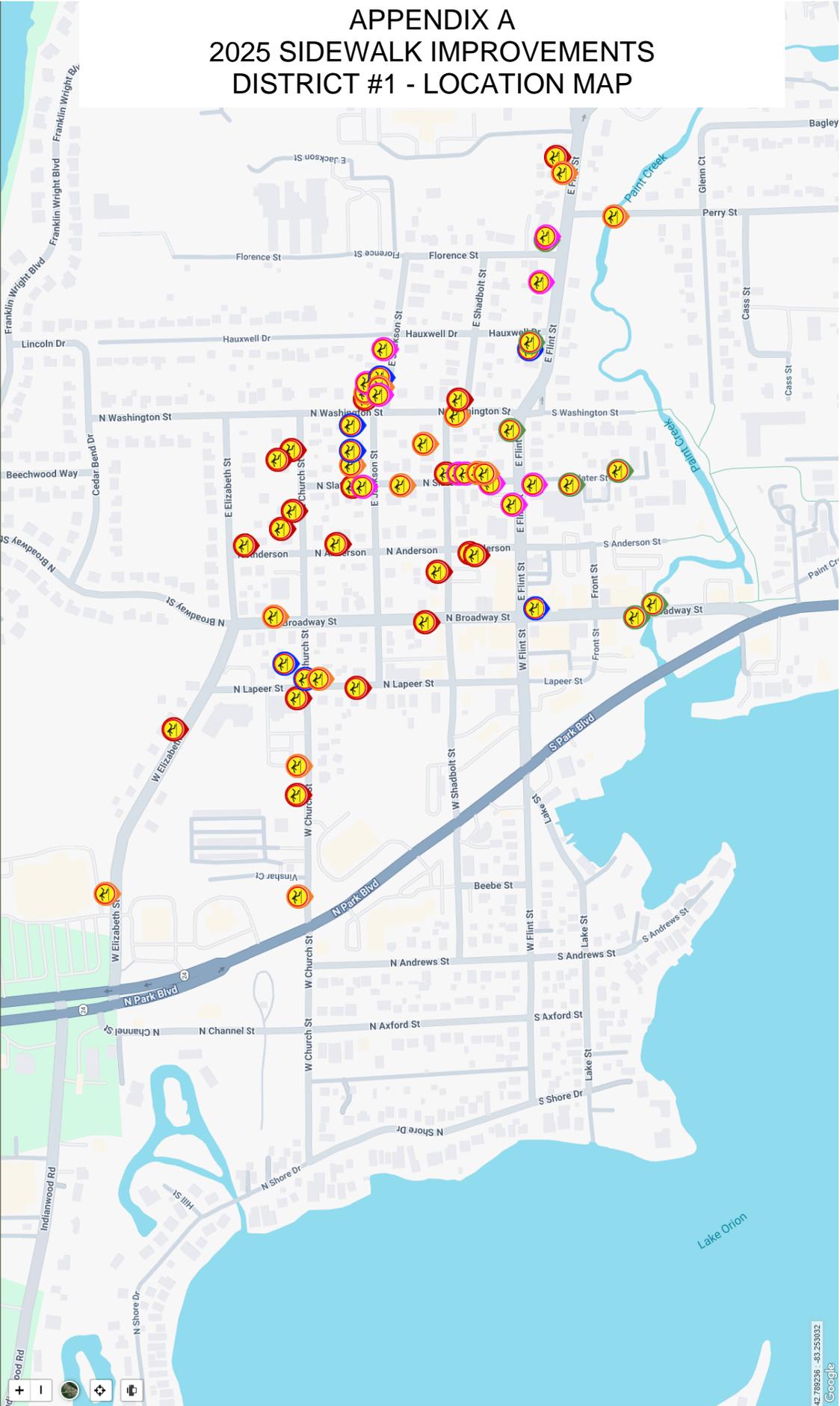
F.H.W.A. APPROVAL	12-11-2017 PLAN DATE	R-28-J	SHEET 7 OF 7
-------------------	-------------------------	--------	-----------------

APPENDIX A 2025 SIDEWALK IMPROVEMENTS DISTRICT #1 - LOCATION MAP

Lake Orion, MI

silversmith data.
crafting critical information systems

- Maintenance
- Work Order
- Reports
- Search
- Settings
- Schedules



APPENDIX A
2025 DISTRICT 1 SIDEWALK IMPROVEMENTS
LOCATION LIST

<u>ADDRESS</u>	<u>Est. Area (SF)</u>	<u>Section</u>	<u>ADDRESS</u>	<u>Est. Area (SF)</u>	<u>Section</u>
101 W Church	48	4"	248 N Lapeer	32	4"
103 N Broadway	50	4"	248 N Lapeer	16	4"
111 E Flint	48	4"	249 N Lapeer	64	4"
111 W Church	128	4"	250 N Park Blvd	40	4"
117 E Church	64	4"	28 N Slater	96	4"
120 S Broadway	40	4"	28 N Slater	32	4"
123 S Slater	16	4"	305 E Jackson	40	4"
140 E Flint	16	4"	305 E Jackson	32	4"
140 E Flint	20	4"	317 E Jackson	16	4"
140 E Jackson	32	Ramp 6"	330 N Anderson	80	4"
144 N Washington	16	4"	357 E Flint	32	4"
144 N Washington	16	4"	357 E Flint	32	4"
144 N Washington	16	4"	40 N Washington	40	4"
145 Hauxwell	32	4"	42 W Church	32	4"
165 S Broadway	32	4"	437 E Flint	48	4"
17 S Broadway	16	4"	44 E Shadbolt	32	4"
201 N Lapeer	64	6"	44 E Shadbolt	32	4"
207 N Slater	120	Ramp 6"	44 N Slater	64	4"
209 E Flint	16	6"	450 N Park Blvd	20	4"
209 E Flint	32	4"	47 E Flint	160	Thick 4"
209 E Jackson	32	4"	505 E Flint	16	4"
21 E Church	100	4"	505 E Flint	40	4"
211 E Church	32	4"	52 S Slater	40	4"
218 N Anderson	16	4"	540 E Flint	25	4"
225 E Shadbolt	16	4"	55 W Elizabeth	50	4"
229 E Jackson	32	4"	567 E Flint	64	6"
229 E Jackson	16	4"	59 N Washington	32	4"
230 E Church	32	4"	80 Perry	50	4"
240 E Flint	40	4" / 6"			
242 N Anderson	32	6"	TOTALS	2427	