



**CITY OF HILLSDALE, MICHIGAN
ADVERTISEMENT FOR BIDS**

The City of Hillsdale is requesting proposals for the following project(s):

Relocate and reconstruct 485' of 30" storm sewer piping from
Keekoose Park to the St. Joseph River.

All work shall be in accordance with the project drawings, project specifications and any applicable sections of the 2020 MDOT Standard Specifications for Construction.

RFP due date/ Public Opening:

Sealed proposals are due by 2:00 pm (local time) on July 27, 2023 at the following location:

Hillsdale City Hall
Office of the City Clerk
97 N. Broad Street
Hillsdale, MI 49242

Project Location:

Northeast corner of Oak Street and Willow Street with the piping proceeding west toward the St. Joseph River.

Scope of Work:

Provide and construct 484' of 30-inch culvert to collect water from Keekoose Park and convey to the St. Joseph River. Provide and construct 28' of 18-inch to connect to the storm sewer from Marion Street. Other work includes construction of new manhole structures, abandonment of existing storm piping and restoration of asphalt pavements, concrete and turf.

Proposed Project Schedule:

City Council Award of Contract:
Project Completion:

August 7, 2023
June 28, 2024

Instructions to proposers:

- Proposals must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the proposal.
- Proposals must be submitted in sealed envelopes, clearly marked on the outside, "Willow/Oak Storm Project – City of Hillsdale"
- Proposals will be received by the City Clerk, City Hall, 97 N. Broad Street, Hillsdale, Michigan 49242, at the above required time. All proposals will be date stamped and time marked upon receipt. Proposals may not be faxed or e-mailed.
- No proposal will be accepted after the time designated for the receipt of proposals set forth above. Each bidder shall and will be fully and solely responsible for delivery of the proposal prior to the appointed date and hour designated for the receipt of all proposals, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employs for the proposal's delivery or the reason for such late delivery or non-delivery.
- The City of Hillsdale reserves the right to reject any and all proposals and to waive any defects or informalities in proposals, to accept the bid that it determines to be the lowest competitive bid from a competent bidder meeting specifications and to negotiate with the bidder or bidders who, in the judgment of the Hillsdale City Manager, are deemed the most advantageous for the public and the City.
- The City of Hillsdale reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the proposal.
- Proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record and available for review.
- Contractors shall submit an anticipated schedule with their bid.
- Communications regarding this proposal may be directed to:
Kristin Bauer, P.E.
City Engineer
City of Hillsdale
Hillsdale, MI 49242
517-437-6479
kbauer@cityofhillsdale.org

Conditions applicable to proposal:

- Applicable Laws: The Ordinances and Charter of the City of Hillsdale and laws of the State of Michigan concerning competitive bidding, contracts and purchases will be employed.
- The City of Hillsdale hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids to this invitation and will not be discriminated against on grounds of sex, race, color, age, weight, height, marital status, religion or national origin in the consideration for an award.
- This request for proposal does not commit the City of Hillsdale to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
- The City is exempt from the payment of any federal excise or any Michigan sales tax (State of Michigan Sales Tax Exemption number: 38-6004621). The price must be net, exclusive of taxes.

Indemnification:

The Contractor shall indemnify and hold harmless the City of Hillsdale, its council members, city manager, directors, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and descriptions, damages, Losses and Litigation Expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of work in this contract, providing that any such claim, demand, cause of action, damage, Loss or expense (1) is attributable to bodily injury, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Insurance:

The Contractor shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFP, in accordance with applicable laws and statutorily required.

- The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence of property damage and \$2,000,000 Excess Liability. Blanket contractor and completed operations coverage shall be included with the same minimums.
- The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Hillsdale as an additional insured.
- The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.
- Before commencement on the project contemplated herein, and at any time thereafter upon written request by the City, the Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.
- All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the City, and employees as additional insured with respect to the activities of the Contractor and its subcontractors. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide the City at least thirty (30) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.
- MDOT Railroad Insurance Requirements are provided in Appendix A.

Changes and addenda to proposal documents:

Information of change or addendum issued in relation to this document will be on file and available in the Office of the City Clerk, as well as published on MITN. In addition, to the extent possible, copies will be emailed to each vendor registered as having received a set of documents. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda.

Proposal results:

All proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record available for review. A proposal tabulation will be available for review after the proposal opening.

Anti-Collusion:

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void.

Bid Bond/ Performance Bond:

Bids must contain the names of every person or company interested therein and shall be accompanied by a bid bond in the amount of 5% of the amount bid with satisfactory corporate surety, subject to conditions provided in the instructions to bidders. The successful bidder will be required to furnish satisfactory performance bond and maintenance and guarantee bond in the amount of 100% of the bid, and labor and material bond in the amount of 50% of the bid.

Qualifications of Bidders:

- Bidders shall be experienced in the kind of work to be performed, shall have the necessary equipment therefor, and shall possess sufficient capital to properly execute the work within the time allowed. Bids received from bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if bidder cannot show that bidder has the necessary ability, facilities, equipment, and resources to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the times specified. A bid may be rejected if bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the work.
- To demonstrate qualifications to perform the work, bidder shall complete and submit with its bid the qualifications statement which is included in this project document. Bidders may be asked to and shall furnish additional data to demonstrate bidder's qualifications.
- Bidder is required to complete and submit with its bid the *Certification Regarding Debarment, Suspension, and other Responsibility Matters* form which is included in the project documents.
- A bidder's failure to submit required qualification information within the time indicated may disqualify bidder from receiving an award of the contract.
- No requirement in this section to submit information will prejudice the right of the owner to seek additional pertinent information regarding bidder's qualifications.
- Bidder is advised to carefully review those portions of the bid Form requiring bidder's representations and certifications.
- Bidders shall be qualified to do business in the jurisdiction where the project is located or covenant to obtain such qualification prior to signing the agreement.

BIDDER'S QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE
EXTENT PERMITTED BY LAWS AND REGULATIONS

The following information shall be submitted with the completed bid proposal.

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

4. CONTRACTOR'S CONTACT INFORMATION:

Company Contact:

Title:

Phone:

Email:

5. ORGANIZATION INFORMATION:

Type of Organization: _____

Name of Owner/Partners/Executive Officers:

State of Organization: _____

Date of Organization: _____

6. Licensing:

License Type/Number: _____

Jurisdiction of License: _____

License Type/Number: _____

Jurisdiction of License: _____

7. OTHER INFORMATION:

Disadvantage Business Enterprise: Y N

Minority Business Enterprise: Y N

Women Owned Enterprise: Y N

Small Business Enterprise: Y N

Other: _____

8. BONDING INFORMATION:

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity (as of date of this submittal):

9. CONSTRUCTION EXPERIENCE:

Provide the following information:

1. Current Experience: List all uncompleted projects currently under contract with estimated completion dates.
2. Previous Experience: List all project completed within the last 5 years.
3. Provide detailed information, including owner's contact information, for any projects that the listed firm has failed to complete. Include projects not completed by any owner, officer, partner, joint venture participant or proprietor of the listed firm.
4. Are there any judgements, claims, disputed or litigation pending or outstanding involving the listed firm or any owner, officer, partner, joint venture participant or proprietor.

10. SUBCONTRACTOR INFORMATION:

Provide a list of all subcontractors anticipated to be working on this project:

COMPANY NAME	COMPANY CONTACT	PHONE NUMBER & EMAIL	ITEMS OF WORK

PROPOSAL:

All bids will be paid utilizing Unit Prices in accordance with the submitted proposal for each part of the bid.

ITEM DESCRIPTION	QUANT	UNIT	UNIT COST	TOTAL COST
Mobilization, Max, 5% Max	1	LS	\$	\$
Soil Erosion and Sedimentation Measures	1	LS	\$	\$
Curb and Gutter, Rem	32	LF	\$	\$
Sidewalk, Rem	14	SY	\$	\$
Pav't, Rem	105	SY	\$	\$
Sewer, Abandon, less than 24-inch	454	LF	\$	\$
Sewer Bulkhead, 15-inch	1	EA	\$	\$
Abandon Dr Structure	1	EA	\$	\$
Sewer, PVC, 12-inch, Tr Det B	72	LF	\$	\$
Sewer, PVC, 18-inch, Tr Det B	28	LF	\$	\$
Sewer, PVC, 30-inch, Tr Det B	484	LF	\$	\$
Culv End Sect, 30-inch	2	EA	\$	\$
Dr Structure, 48-inch dia	1	EA	\$	\$
Dr Structure, 72-inch dia	2	EA	\$	\$
Aggregate Base, 8 inch	23	SY	\$	\$
Aggregate Base, 12 inch	82	SY	\$	\$
HMA, LVSP (3" and 4")	30	TON	\$	\$
Sidewalk, Conc, 4 inch	126	SF	\$	\$
Curb and Gutter, Conc, Det F4	32	FT	\$	\$
Remove and Replace Sign	1	EA	\$	\$
Traffic Control	1	LS	\$	\$
Pedestrian Type II Barricade	1	LS	\$	\$
Lawn Restoration, Modified	1175	SY	\$	\$
TOTAL BID AMOUNT			\$	

TOTAL BID AMOUNT: _____

Use words

_____ Dollars

Contractor Signature: _____

Printed Name and Title: _____

Quantities are estimated in the table. Final payment is based upon the Contractor's Base Bid unit prices and agreed upon quantities.

The undersigned, having familiarized (himself/herself) with the Request for Proposal, the bidder shall examine the scope of work to be completed and shall completely familiarize (himself/herself) with existing conditions to be encountered, the difficulties and limitations involved in completing the project and all other factors affecting the work proposed with this project. The Contractor shall provide all necessary labor, transportation, meals, etc. to perform all the work and furnish all necessary material to complete plans outlined in the proposal.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statements, or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.

Addendum Date

Certification Regarding Debarment, Suspension and Other Responsibility Matters—
Primary Covered Transaction

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a

three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

- II. Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE NAME OF PROPOSER_____

PRINTED NAME OF PROPOSER_____

TITLE _____

NAME OF COMPANY_____

ADDRESS_____

CITY/STATE/ZIP_____TELEPHONE_____

EMAIL_____DATE_____

CITY OF HILLSDALE
WILLOW – OAK STORM WATER PROJECT

SPECIAL PROVISIONS

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Unless noted otherwise all work on this project shall be performed promptly and professionally in conjunction with the project documents, the 2020 MDOT Standard Specifications for Construction and City of Hillsdale Codes and Ordinances, as applicable.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
PROGRESS CLAUSE & GENERAL INFORMATION**

DESCRIPTION

Start work only after receiving/signing the Contract and obtaining the required bonds and insurance documentation. Schedule shall be a date agreed upon with the Engineer. In no case shall any work be commenced prior to the receipt of the executed contract and execution of the insurances/bonds.

All contract work shall be completed on or before the Construction Completion Date of **June 28, 2024**. Work can be completed in 2023 is desired by the contractor. Upon commencement of the project work shall be steady and continuous with minimal delays accepted.

Contractor shall minimize disturbance, and shall coordinate with onsite residents prior to construction. Residential access shall be maintained at all times throughout the project unless written approval has been given prior to access being blocked by the City.

SITE ACCESS/HOURS OF WORK

- By City of Hillsdale Ordinance Section 14-63, work shall be restricted to the following hours, except as work may relate to the safety and/or protection of persons, the work or the property at the site:
 - Monday through Saturday (except legal Holidays): 7:00am to 6:00pm
 - Work requests outside these time limits require written permission of the City Manager.
- Contractor shall limit construction access to the site from public roadways and use of the private premises to allow for private resident access. All access to the site shall be coordinated with the resident for access.
- A minimum of 48 hours prior to beginning work the contractor shall provide written notices to the property owners about the pending work to be performed should the work directly impact access to homes beyond the normal work times.
- The contractor shall make every effort to maintain responsible access to properties in the work zone. At the end of each work day access to properties shall be re-established.

SITE PRODUCT STORAGE & CLEANING

- Products for the contractors use may be stored within the public ROW and shall be properly secured and barricaded. Any areas damaged by the material storage shall be restored at completion of the project to the satisfaction of the Department of Public Services and this contract.
- No loose material i.e.; soil materials, stone, etc. shall be stored within the roadway. Loose materials stored off the roadway shall be surrounded by properly installed silt fence or similar measures to ensure material will not wash into the roadway and/or storm sewer systems.
- Contractor shall ensure the work area is maintained free of debris and waste materials are remove daily.
- Contractor shall maintain and ensure all paved surfaces are kept clean.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
PROGRESS CLAUSE & GENERAL INFORMATION**

- Should dust or other site issues become an issue the contractor shall correct any unsatisfactory conditions within 24 hours of notice of the issue. Should the contractor not mitigate the issues in a timely manner the city may arrange for corrective measures and charge the contractor for the work.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
MOBILIZATION**

DESCRIPTION

This work shall be done in accordance with Section 110 of the MDOT 2020 Standard Specifications for Construction and as specified herein.

CONSTRUCTION

Work shall include the preparatory work and operations including, but not limited to, the following:

- Preparatory work and expenses incurred prior to beginning work onsite.
- Transport materials, personnel, and equipment to the job site.
- Establishment of temporary onsite construction facilities, if required.
- Provided insurance, bonds, and other costs associated with the project in general and not included in other pay items.
- Coordination with property owners.
- All required submittals.

MEASUREMENT AND PAYMENT

This pay item as listed for Mobilization (Max. 5% of Bid Amount) will be paid for at the contract Lump Sum (LS) amount as follows:

PAY ITEM

Mobilization (Max. 5% of Bid Amount)

PAY UNIT

Lump Sum (LS)

- 50% of the Mobilization payment will be made after 5% of the original contract amount is earned and billed.
- Final 50% payment will be made after 25% of the contract amount is earned and billed

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
SOIL EROSION AND SEDIMENTATION CONTROL**

Description.

Provide permanent and/or temporary erosion and sedimentation control as called for on the plans and as required by the Hillsdale County Grading & Soil Erosion & Sedimentation Control Ordinance.

General Soil Erosion-Sedimentation Control Procedures

1. Keep disturbed areas small.
2. Stabilize and protect disturbed areas as soon as possible.
3. Keep storm water runoff velocities low.
4. Protect disturbed areas from runoff.
5. Retain sediment within the construction area.

Permit

The City of Hillsdale will apply for a soil erosion and sedimentation control permit (if necessary) with the Hillsdale County. The City will pay the fee for the permit.

Scheduling

1. Control measures shall be constructed by the Contractor prior to the time construction starts uphill or upstream from the control measure location.
2. Removal and cleanup of temporary control structures shall be provided by the Contractor within one week after the control measure is no longer needed.

Materials.

Inlet and Catch Basin Filters

Temporary Measure: Placing filter bags within the existing catch basins and filter fabric on proposed storm sewer drainage structures. Maintenance and cleaning of the bags and removal of fabric just prior to road paving at drainage structure shall be included with the lump sum price of soil erosion and sedimentation control.

Riprap

2020 Standard Specifications for Construction - Section 916

Temporary and Permanent Measures: Plain or Heavy Riprap as specified by the project plans or as directed by the Engineer.

Silt Fence

2020 MDOT Standard Specifications for Construction - Section 916

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
SOIL EROSION AND SEDIMENTATION CONTROL**

Temporary Pipe

2020 MDOT Standard Specifications for Construction - Section 909

Construction.

Performance

1. The Contractor shall abide with all applicable rules and regulations as established by the State of Michigan and the local governmental unit pursuant to Part 91 of Act 451 P.A. of 1994 as amended. (Soil Erosion and Sedimentation Control Act).
2. Specific erosion control measures, if required, are indicated on the plans.
3. Even though a specified erosion control measure is not called out on the plans, this does not relieve the contractor from his obligation under the above Act to properly control and/or prevent all erosion caused by the Contractor's construction operation.
4. The Contractor shall be responsible for enforcing the placement, continued maintenance and removal where necessary of all soil erosion control items required of the project. Thus, failure of subcontractors to adequately install or maintain erosion control items to the satisfaction of the enforcing agent shall constitute sufficient reason for the City to shut down the job until corrective actions have been completed and approved by the enforcing agent. The Contractor will not receive additional time compensation due to the project being halted from insufficient erosion control items on his or a subcontractor's part.
5. If mulching is proposed for a soil erosion control measure, a mulching adhesive will be required.

Sediment Removal

1. The Contractor shall take such steps as are necessary to assure the retention and removal of any sediment which enters an existing storm sewer or open ditch along the construction route before said sewer or ditch discharges into a stream or pond.
2. If eroded material is allowed to enter a storm sewer system it shall be the Contractor's responsibility to see that all catch basins and manholes are cleaned following construction prior to receipt of final payment. Unless the Contractor can document positively to what extent an existing storm sewer system along the construction area is silted in prior to construction, no credit will be allowed for cleaning the system.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
SOIL EROSION AND SEDIMENTATION CONTROL**

Measurement and Payment.

Payment for soil erosion control will be paid for at the contract price *Soil Erosion and Sedimentation Control* on a lump sum basis. The contract price includes sweeping paved roadways affected by the construction project activity, cleaning existing structures, sediment removal from all traps, installation and maintenance of all sediment traps, providing and installing filter fabric at inlet and catch basin drainage structures, and other measures required by the governing agency and/or shown on the plans, unless separately listed in the contract proposal. The price for *Soil Erosion and Sedimentation Control* shall be payment in full for furnishing all labor, material, and equipment needed to accomplish the work.

The following pay items will apply to this section as listed in the contract documents unit price pay item list:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Soil Erosion and Sedimentation Control	Lump Sum

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
ABANDON UTILITIES**

a. Description. This work shall consist of abandoning existing underground utilities (sewers, structures, etc.) as shown on the plans or as directed by the Engineer. Underground utilities shall be abandoned by removing.

b. Materials. The materials shall meet the requirements specified in the 2020 MDOT Standard Specifications for Construction or as otherwise indicated:

Granular Material used for abandoning shall meet MDOT specifications for Granular Material Class II.

Flowable Fill shall be in accordance with the attached Special Provision for Non-Structural Flowable Fill.

c. Construction.

Sewer, Abandon

All pipes to be abandoned shall be capped at each end and completely filled with flowable fill. All openings in the pipe to be filled are to be plugged with concrete caps. Such plugging shall be included in the pay item for *Sewer, Abandon*.

Manhole, Remove

Structure removal shall include excavation and removal of structure, associated catch basin leads (if applicable), sand backfill, compaction and capping ends of pipe to remain and restoring the site as shown on the drawings or as directed by Engineer. The frame and cover shall be salvaged and returned to the Owner.

Dr Structure, Abandon

Structure abandon shall include the work shown on the drawings or as directed by Engineer. The frame and cover shall be salvaged and returned to the Owner.

d. Measurement and Payment.

Measurement for *Sewer, Abandon* shall be linear feet of pipe filled, including abandoning manholes which are in line with the sewer lines to be abandoned, as measured in the field. Payment for *Sewer, Abandon* shall include Non-Structural Flowable Fill, bulkheads, excavation, backfill, labor, materials and equipment necessary to complete the work.

Measurement for *Dr Structure, Rem* as shown on the drawings or as directed by Engineer shall be each as counted in the field including all labor, equipment and materials necessary to complete the work.

Measurement for *Dr Structure, Abandon* as shown on the drawings or as directed by

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
ABANDON UTILITIES**

Engineer shall be each as counted in the field including all labor, equipment and materials necessary to complete the work.

Any existing pipes or structures removed during installation of new pipes or structures, which have conflict with the new pipe or structure are considered as incidental work and will not be paid as removal. Removal cost for this work is considered as included with other items.

The following pay items will apply to this section as listed in the contract documents unit price pay item list:

Contract Item (Pay Item)	Pay Unit
Sewer, Abandon, Less than 24 inch	Foot
Dr Structure, Rem	Each
Dr Structure, Abandon.....	Each

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
NON-STRUCTURAL FLOWABLE FILL**

a. Description. This work consists of furnishing and placing non-structural flowable fill for abandoning pipes and miscellaneous structures; constructing miscellaneous bulkheads or forms; and backfilling. This specification is not intended to address flowable fill used as structural backfill.

b. Materials. Supply non-structural flowable fill consisting of a mixture of Portland cement, fly ash, sand (2NS) and water. Use materials in accordance with the standard specifications except as modified by this special provision. All non-structural flowable fill once cured is intended to be removable using conventional mechanical excavation methods.

Use either Type I or IA Portland cement in accordance with section 901 of the Standard Specifications for Construction and Class F or C fly ash as specified by *ASTM C618* except that there is no limit on loss on ignition.

Produce a mix of cement, fly ash, sand, and water in the following proportions.

Portland Cement	50 pounds per cubic yard (lb/cyd)
Fly Ash	500 lb/cyd
Sand	2850 lb/cyd
Water	376 lb/cyd, approximately (sufficient to produce desired flowability)

c. Construction. Produce and deliver the non-structural flowable fill at a minimum temperature of 50 degrees Fahrenheit (F). Transport mixture to the point of placement in a revolving drum mixer or agitator.

Secure all pipes and conduits within the backfill area to counteract the buoyant effect of non-structural flowable fill. Place the material evenly around manholes and in utility trenches to avoid dislocating pipes and conduits.

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

Flowable Fill, Non-Structural includes supplying and placing flowable fill for the purpose of abandoning pipes and miscellaneous structures and includes any necessary miscellaneous bulkheads for forms. Costs for Flowable Fill, Non-Structural shall be included in any applicable pay items.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
STORM SEWERS**

a. Description. This work shall be in accordance with Section 402 of the 2020 MDOT Standard Specifications for Construction except as herein modified.

**b. Materials.
Bedding**

Stone bedding material shall be used for bedding concrete pipe to the top of the pipe with sand to the surface elevation thereafter as shown or directed by Engineer. Stone bedding shall meet the MDOT Coarse Aggregate designation 6A, 95% crushed, 21AA or other material approved by the Engineer. The use of crushed concrete for backfill material will not be permitted.

Backfill compaction will be subject to testing by the controlled density method. No fill material shall be dropped into the trench, but shall be placed on the sloping ends of the completed backfill, and allowed to roll in place to the bottom of the trench.

Pipe and Joints

Sewer pipe joints shall be equipped with an "O-ring" gasket using lubricant as recommended by, and constructed as directed by, the pipe manufacturer. The "O-ring" shall comply with the requirements of the ASTM C443 specification.

Type of Pipe	Pipe Description	"O-ring" Description
Reinforced Concrete	C76	C443
PVC	SDR 23.5 (ASTM D 3034)	D3212
PVC	Schedule 40, (4" - 6") (ASTM D 1785)	N/A (Solvent Weld)
Ductile Iron	Class 52	ANSI A21.11
HDPE	SDR 32.5 (ASTM F 714)	N/A (Fused)
	Cell classification PE 345434C (ASTM D 3350)	

Reinforced Concrete

All concrete sewer pipe used for storm sewer shall conform to the class designation shown on the plans.

All connection hardware for "bolted" sewer pipe shall be grade 316 or 316L stainless steel or other material approved by the Engineer.

Flexible Connectors

The pipe couplings shall be as manufactured by Fernco 1000 series or approved equal.

Manholes

Manholes as used herein refer to drainage structures as used in Section 403 of the 2020 MDOT Standard Specifications for Construction.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
STORM SEWERS**

Manhole Structure

All manholes shall be precast structure sections in accordance with section 403.03.04 and 913. Manholes shall be a minimum of 48 inch in diameter. Block manholes will be allowed only when approved by the Engineer. Drainage structures constructed with concrete block shall have an external sealing system encapsulating the block walls.

Manhole Steps

Steel Reinforced Plastic - Shall be a co-polymer polypropylene or approved equal, meeting the requirements of ASTM 2146-68 under Type III Grade 16906. The steel reinforcing shall be of a formed one-half inch (1/2") reinforcing rod meeting the requirements of ASTM A615 for Grade 60.

Geomembrane

Material shall be a seamless band of EPDM (Ethylene Diene Monomer) rubber with a minimum thickness of 56 mils such as Infi-Shield by Sealing Systems, Inc or approved equal. Butyl mastic, with a minimum thickness of 1/8", shall be used to seal the band to the cone/top of the manhole section and over the flange of the casting frame.

Prior to placement of self-adhesive seal materials against the manhole or casting, the surfaces shall be coated with a primer capable of enhancing the mastic adhesion similar to the Infi-Shield Adhesive Primer. The prime coat shall cover the entire surface where the mastic is intended to adhere.

Mortar/Grout

Material shall be in accordance with the 2020 MDOT Standard Specifications for Construction section 702.

c. Construction.

Final Inspection of New Sewer Construction

All new sewers shall be visually inspected, televised and approved prior to final paving of the roadway above the sewer section. The inspection shall verify that the sewer is clear of all debris and that no damage has occurred to sewer. Any debris observed during the televising inspection shall be removed by the Contractor and the reach shall be inspected again at no additional cost to the owner. All bad joints and cracked, broken, or misaligned pipe or otherwise unacceptable segments shall be removed and replaced by the Contractor at no additional cost to the Owner. The Engineer may require the reconstruction of the defective portion of the sewer at no additional cost to the Owner.

Laser Alignment

The Contractor shall use laser aligning equipment for the laying of sewers to the specified lines and grades. The Contractor shall furnish all necessary equipment and personnel required to operate the laser equipment.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
STORM SEWERS**

The laser beam projection is to be rigidly mounted to its support platforms in a manner to be approved by the Engineer. This will assure that all ground equipment vibrations will be kept to a minimum and will permit the laser beam to be projected without interference through the pipe to an appropriate target.

Backfill

Shall conform to section 401.03 of the 2020 MDOT Standard Specifications for Construction.

The use of crushed concrete for backfill material will not be permitted.

If Contractor cannot maintain a sufficiently de-watered trench or stable condition, stone bedding and/or additional de-watering shall be required as directed by the Engineer. The cost of the bedding material shall be included in the unit price bid for the sewer construction.

Water Removal

The trench need not be entirely free from water before setting pipe, but there shall not be sufficient water to interfere with the proper jointing of pipe sections. Water shall be removed or held away from all spaces into which poured concrete is to be placed until such concrete is in its final position and protected from displacement due to the current or flow of water. Bypassing, diking or coffer damming shall be used together with pumping as needed to give a satisfactory degree of dewatering.

Should the Contractor elect to use a well point and pumping system to lower the ground water, they shall do so at their own risk and be responsible for any damage to wells and other property as a result of lowering the ground water.

The costs of any work regarding water removal, dewatering and protection from damage by water shall be included in the price bid for construction of the sewer, unless a bid item is set forth in the proposal.

Limit of Open Trench

The excavation shall at all times be finished to the required grade for an adequate distance in advance of the completed pipe to reveal obstructions, unless permitted by the Engineer, not more than fifty feet (50') of trench shall be open at one time.

Protection of Open Ends

At the close of each day's work, the open ends of the pipe shall be satisfactorily protected against the entrance of earth or rubbish. If there is any visible silt or earth deposited in the pipe, the Contractor shall, at their expense, clean out and remove such deposits.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
STORM SEWERS**

Dr Structures

All new, rebuilt or adjusted catch basins and manholes shall be externally sealed with EDPM rubber wrap, or approved equal. The external seal shall extend onto the casting and the cone section a minimum of 2 inches.

Pipes entering manholes shall protrude one-inch (1") minimum and three inches (3") maximum into the manhole.

Removal of Existing Pipes/Structures

Any existing pipes or structures removed during the installation of new sewers or structures, which have conflict with new pipes or structures are considered as incidental work and will not be paid for separately as removal.

d. Measurement and Payment. Storm sewers shall be measured and paid for in accordance with Section 402 of the 2020 MDOT Standard Specifications for Construction. Final inspection shall be measured and paid for in accordance with the special provision for cleaning and inspecting sewers.

Dr Structures

Payment for *Dr Structure, ___ inch dia* shall include all labor, materials, equipment necessary for a complete and operational drainage structure. Installation of external sealing system, complete, shall not be paid for separately but shall be considered included in the pay item *Dr Structure, ___ inch dia*.

Sewer Pipe and End Sections

Measurement for sewers shall be in accordance with section 402 of the 2020 MDOT Standard Specifications for Construction. Measurement for end sections shall be in accordance with section 401 of the 2020 MDOT Standard Specifications for Construction.

Payment for sewers shall be on the basis of the contract unit price for the quantity measured. Payment for this work shall include saw cutting, excavation, trenching, coffer dams, placing and removing temporary sheeting and bracing, stockpiling, and placing on-site topsoil and aggregate materials, support and protection for existing utilities, providing and placing the necessary sewer pipe, backfilling with approved materials, compaction, disposal of surplus excavated materials and pavement, tree root protection, maintaining flow of all existing sewers, and all other work required for a complete job. Dewatering shall also be included in the sewer pipe work unless the proposal contains a separate pay item.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
STORM SEWERS**

The following pay items will apply to this section as listed in the contract documents unit price pay item list:

Contract Item (Pay Item)	Pay Unit
Storm Sewer, 12 inch.....	Foot
Storm Sewer, 18 inch	Foot
Storm Sewer, 30 inch.....	Foot
Dr Structure, 48 inch dia	Each
Dr Structure, 24 inch dia, 2 foot sump	Each
Dr Structure, 72 inch dia	Each
Culv End Sect, 30 inch.....	Each

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
SIDEWALK/DRIVEWAY/RAMPS, CONC, 4 or 6 INCH
CURB AND GUTTER, CONC**

DESCRIPTION

This work shall consist of replacing removed concrete sidewalk/driveway/ramps and curb and gutter or as directed by the Engineer and shall be in accordance with Section 803 of the MDOT 2020 Standard Specifications for Construction and as specified herein.

CONSTRUCTION METHODS

Work shall include furnishing, placement and compaction of the sand base to a minimum depth of 2 inches compacted prior to concrete placement. Work includes all excavation, compaction, sawing if required, proper placement of sidewalk/driveway material and expansion material as required. Install detectable warning surfaces, (new or retrofit) according to the manufacturer's instructions and Standard Plan R-28 Series.

The material to be used for Sidewalk shall be:

Concrete – Uniform, Grade P1, 3500 PSI, Air Entrained.

Sand base shall meet requirements of Granular Material Class II, Section 902 of the MDOT 2020 Standard Specifications for Construction.

Sidewalk sections shall be a minimum of 4" thick concrete and ADA compliant.

Driveways, drive approaches, sidewalks at drives and ADA sidewalk ramps shall be a minimum of 6" thick and fully ADA compliant.

Sidewalk/driveway sections that need to be removed and replaced shall be maintained with Maintenance Gravel until final hard surface restorations are completed, unless ADA complaint pedestrian type II barricades are in place.

Curb sections to be replaced shall comply with Section 802 of the 2020 Standard Specification. When replacing curb and gutters at sidewalk ramps, transition the gutter cross section in advance of the sidewalk ramp to meet the dimensions and profile in Standard Plan R- 28-series. All curb and gutter in this contract will be paid as Curb and Gutter, Conc, Det F4 including those at curb ramps.

ADA compliant pedestrian barricades, if used, shall remain in place until the concrete surface is restored.

MEASUREMENT AND PAYMENT

Pay items listed will be paid for at the pay unit noted and as measured by the Engineer in accordance with Section 803. The below pay items shall include all material, labor, and equipment needed to accomplish the concrete replacement including furnishing, placing, compacting the sand base and any Maintenance Gravel (incidental to these pay items).

PAY ITEM

Sidewalk, Conc, 4 inch

Curb and Gutter, Conc, Det F4

PAY UNIT

Square Foot (SF)

Foot (LF)

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC and TRAFFIC CONTROL**

a. Description. Side street and commercial and residential access shall be maintained at all times unless otherwise coordinated with the City of Hillsdale staff. Traffic control shall be provided in accordance with Sections 104.07, 104.11, 812 and 922 of the Michigan Department of Transportation Standard Specifications for Highway Construction, 2020 Edition including any supplemental Specifications and any special provisions in this proposal. All traffic devices and their usage shall conform to the current edition of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD).

b. Construction Influence Area (CIA). The CIA shall include the right-of-way of the following roadways where the work is to be completed.

In addition, the CIA includes the area within the right-of-way of all crossroads within the project limits and designated detour routes, to the furthest placed construction sign, which includes any advance informational signs related to the project.

The Contractor shall coordinate operations with other contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA).

City Maintenance crews may perform maintenance work within or adjacent to the Construction Influence Area (CIA). The City maintenance crews will coordinate their operations with the Engineer to minimize the interference to the Contractor. No additional payment will be made to the Contractor for the joint use of the traffic control items.

c. Traffic Restrictions. No work will be allowed during the Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and the New Year's Day holiday periods as defined and directed by the Engineer. Prior to ceasing operations for a given holiday period, the Contractor shall ensure that all traffic control devices required for the current construction stage are in place, cleaned, and fully operational.

All work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Saturday. Night or weekend work will not be permitted without written approval of the City Manager.

Maintain local and emergency traffic at all times as possible.

Maintain and protect pedestrian traffic at all times.

Maintain access to all businesses to the best of your ability. If a business has multiple drives, one shall remain open at all times.

Walks, driveway and entrances to buildings shall not be unnecessarily blocked. Ingress, egress and maintenance of drive approaches, sidewalks, crosswalks, parkways and open and unopen street subgrade shall be the responsibility of the Contractor throughout construction. Construction shall be completed in such a manner as to maintain

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC and TRAFFIC CONTROL**

the required entrance width for traffic at all times. When partial widths of new pavement area available to local traffic, access to drive shall be provided immediately. Temporary ramps shall be constructed where necessary as directed by the Engineer to maintain access to properties and shall not be pay for as a separate pay item.

d. Traffic Control Devices. All traffic control devices and their usage shall conform to the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), 2011 Edition, as revised and as specified herein.

Distances shown between construction warning, regulatory, and guide signs shown on the plans are approximate and may require field adjustment, as directed by the Engineer.

All construction warning signs, unless otherwise noted, shall be 48" x 48" mounted at 7 feet bottom heights.

Temporary signs shall be erected only when in use. Where signs are no longer applicable, they shall be removed or have their legends completely covered with plywood.

Temporary traffic control devices not in use shall be kept at the Contractor's lay down area. Signs, plastic drums and barricades may be laid down and stored in the parkway for a maximum of 24 hours.

Sign covers shall be used to cover any non-applicable existing signs. Covers shall not leave any marks on, or mark in any way, signs or sign surfaces. Notify the Engineer at least 24 hours in advance of erection or removal of sign covers.

All channelizing devices shall be Plastic Drums, High Intensity. Taper spacing of plastic drums shall conform to MDOT Maintaining Traffic Typical M0020a. The maximum recommended distance(s) between channelizing devices should be equal in feet to the posted speed in miles per hour on taper(s) and twice the posted speed in the parallel area(s).

Place channelizing devices, lighted arrow panels, and other traffic control devices as shown on the plans, or as directed by the Engineer to fit a specific condition.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC and TRAFFIC CONTROL**

e. Flagger Control. Flaggers shall wear retroreflective clothing appropriate for the speed of the roadway where the project is located.

Flaggers shall utilize hand-signaling devices, such as STOP/SLOW paddles. STOP/SLOW paddles shall be at least 18" wide with 6" letters.

Advance warning signs (W20-7 or W20-7a) shall be provided at each prior to each flagger location, 2 minimum.

Flaggers will be paid utilizing the Traffic Control – Flaggers w/ Advance Warning Signs by the unit for each 4 hours they are working on the project site.

f. Measurement and Payment. This pay item will be paid as a Lump Sum as identified below:

PAY ITEM

PAY UNIT

Traffic Control

Lump Sum (LS)

TRAFFIC CONTROL pay items shall include all material, labor, and equipment needed to accomplish the traffic control as specified per site and shall including furnishing, placement, operation and maintenance of all traffic control devices required for completion of the required work.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
TRAFFIC CONTROL QUALITY AND COMPLIANCE

OPR:JJG

1 of 2

APPR:CER:DBP:01-20-11

FHWA:APPR:06-20-11

Delete the subsection 812.03.C, Deficient Traffic Control Operations on page 601 of the Standard Specifications for Construction in its entirety, and replace with the following.

C. Deficient Traffic Control Operations.

1. Traffic Control Quality and Compliance. The following applies to all aspects of the traffic control plan and traffic control devices except the Type D lights on plastic drums which are covered elsewhere in the contract.

a. Traffic Control not anticipated in Design. If at any time during the project, including the time during the seasonal suspension, the Engineer documents that the traffic control requires improvements beyond the scope of the Traffic Control Plan, the Engineer will provide written instructions to the Contractor and traffic control supplier what improvements are required. The Contractor must develop and submit to the Engineer for approval, a written implementation schedule for improvements. If the schedule is not approved, or if the schedule is approved but is not followed, the Department will adjust the contract according to subsection 812.03.C.1.c.iii. If the implementation schedule is not followed, the Engineer will notify the Contractor and traffic control supplier in writing that they are in violation of this subsection. The work of making traffic control improvements directed by the Engineer that are beyond the scope of the Traffic Control Plan will be paid for as extra work.

b. As Designed Traffic Control. If at any time during the project, including the time during the seasonal suspension, the Engineer documents that the traffic control is deficient, inadequate or improperly placed, the Engineer will provide written notification with instructions for corrective action to the Contractor and traffic control supplier. Upon receipt of the notification of corrective action, the Contractor has 4 hours to correct the traffic control. If the traffic control cannot be corrected within the 4 hour time period, the Contractor will develop a written implementation schedule for the corrective action and submit the schedule to the Engineer for approval within 1 hour of receiving the written notification. If the schedule is not approved, or if the schedule is approved but is not followed, the Department will adjust the contract according to subsection 812.03.C.1.c.iii. If the implementation schedule is not followed, the Engineer will notify the Contractor and traffic control supplier in writing that they are in violation of this subsection.

c. Corrective Action. The Engineer will give written notification to the Contractor as identified above. Failure to make corrections within the timeframe required may result in the following actions by the Engineer:

- i. Stop work on the project until the Contractor completes corrective action,
- ii. Order corrective action by others in accordance with subsection 107.07, subsection 108.02, subsection 812.03.B, and in the interest of public safety.
- iii. A contract price adjustment will be made in the amount of \$100 per hour for every hour or portion thereof the improvements or corrective action remains incomplete as described herein. If improvements or corrections have not been made to the satisfaction of the Department, the contract will be adjusted until the traffic control is acceptable.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
TEMPORARY PEDESTRIAN TYPE II BARRICADE**

a. Description. This work consists of furnishing, installing, maintaining, relocating, and removing a temporary pedestrian Type II barricade section as identified in the proposal or on the plans. Use temporary pedestrian Type II barricades to close non-motorized facilities including sidewalks, bicycle paths, pedestrian paths, and shared use paths that are not part of the roadway. One pedestrian Type II barricade is defined as a barricade section at least 43 inches wide, including all supports, ballast, and hardware.

b. Materials. Provide a temporary pedestrian Type II barricade that meets the requirements of *National Cooperative Highway Research Program Report 350 (NCHRP 350)* or *Manual for Assessing Safety Hardware (MASH)*, in addition to meeting the following requirements:

1. Provide barricade sections at least 43 inches wide, designed to interconnect to ensure a continuous *Americans with Disabilities Act (ADA)* compliant tactile barrier. Ensure the connection includes provisions to accommodate non-linear alignment as well as variations in elevation at the installation area.

2. Ensure the top surface of the barricade is designed to function as a hand-trailing edge, and has a height between 32 and 38 inches. Ensure the lower edge of the barricade is no more than 2 inches above the surface of the non-motorized facility. Ensure the top edge of the bottom rail of the barricade is a minimum of 8 inches above the surface of the non-motorized facility. The barricade may have a solid continuous face. Finally, all features on the front face of the barricade (the face in contact with pedestrians) must share a common vertical plane.

3. Equip both sides of the barricade with bands of alternating 6-inch wide orange and white vertical stripes of reflective sheeting. Two bands of sheeting 6 inches tall and a minimum of 36 inches long containing at least two orange and two white stripes each are required. One band placed near the top and one near the bottom if the barricade section has a solid face. If the barricade consists of two rails, affix one band of sheeting to each rail. Ensure the stripes of reflective sheeting are aligned vertically. Ensure this sheeting meets or exceeds the requirements of *ASTM D 4956* Type IV sheeting.

c. Construction. Construct the temporary pedestrian Type II barricade in accordance with the manufacturer's recommendations, Michigan Manual on Uniform Traffic Control Devices (MMUTCD), the plans, and the following requirements:

1. Install the barricade as shown on the plans and as directed by the Engineer. Interconnect all barricade sections using hinge components if necessary to ensure a continuous detectable edge for the entire installation. Ensure the barricade is ballasted according to the manufacturer's recommendations to ensure stability during wind events and contact with pedestrians.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
TEMPORARY PEDESTRIAN TYPE II BARRICADE**

2. When the barricade is installed near motor vehicle traffic, ensure reflective sheeting is visible to motorists.

3. When pedestrian Type II barricades are used to close a non-motorized facility, ensure a sufficient number of barricade sections are used to block the entire width of the facility. The barricade may extend outside the edge of the non-motorized facility but must not be less than the full width of the facility.

4. If sections of multiple colored barriers are used (i.e. safety orange and white) install the sections such that the colors alternate to increase conspicuity.

d. Measurement and Payment. This pay item will be paid as a Lump Sum as identified below:

PAY ITEM

PAY UNIT

Pedestrian Type II Barricades

Lump Sum (LS)

Pedestrian Type II Barricades pay item shall include all material, labor, and equipment needed to place pedestrian control at all locations adjacent to where sidewalks or sidewalk ramps are removed for construction and shall include furnishing, placement, operation and maintenance of all pedestrian control devices required for completion of the required work.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
TURF ESTABLISHMENT**

DESCRIPTION

This work shall consist of the establishment of a durable, permanent, weed free, mature, perennial turf including, but not limited to, fine grading, top soiling, seeding, fertilizer nutrient, mulching, mulch anchoring, watering, weed control, maintenance and repair of turf during the life of the contract.

MATERIALS

Selection of materials unless otherwise noted shall be the responsibility of the Contractor with the following minimum conditions;

- **Topsoil:** Shall be furnished or salvaged supporting vigorous growth. Topsoil shall be humus bearing and free from all foreign material, vegetation clumps and stones greater than 1/2" diameter. Topsoil shall be placed at a depth of 4 inches.
- **Seed:** Mixture shall be MDOT TDS per Table 917-1 of the 2020 MDOT Standard Specification and provided by an MDOT approved certified vendor. Furnish seed in durable bags, each marked by the supplier of the blended mix with a tag giving name, lot number, and net weight of contents, purity and germination.
- **Mulch:** Mulch seeded areas with the appropriate materials for site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.
- **Herbicides:** Comply with all federal, state and local laws. Herbicides shall be furnished and applied as required to control weed growth. The Contractor shall select the herbicide and rate of application in accordance with the manufacturer's recommendations. The Contractor shall comply with all federal, state and local laws as noted in Section 107 of the Standard Specifications for Construction. Notify the Engineer at least 48 hours prior to any applications being made. Furnish and apply herbicide(s) as needed. Obtain the Engineer's approval of work methods and herbicide(s) selected prior to the application of the herbicide(s). Complete a spray log and submit to the Engineer each day an application is made.
- **Fertilizers:** Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required by soil conditions. Obtain the Engineer's approval of work methods and fertilizer(s) prior to the application of the fertilizer(s).
- **Water:** Furnish and apply water from an approved source at a rate to promote healthy growth.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
TURF ESTABLISHMENT**

CONSTRUCTION METHOD

The Contractor is responsible for all work and construction methods used in completing the work. Standard seeding or Hydroseeding are both acceptable methods for restoration per the below methods.

Standard Seeding:

- After the areas to be seeded have been brought to the required grade and properly trimmed, bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 inches to 4 inches. Thoroughly break all lumps and clods.
- If the prepared seedbed is not fertilized, satisfactorily seeded, and mulched before the friable condition is lost through compaction or crusting, repeat the seedbed preparation prior to seeding or reseeding.
- Rake prepared seedbed before seeding.
- Broadcast fertilizer on the surface as the first step of the seeding process. Work fertilizer into the soil to a depth of 1 to 2 inches. Apply uniformly at a rate equivalent to 240 pounds per 1,000 square feet of 16-32-4.
- Sow seeds following or in conjunction with the fertilizer and while the beds are in friable condition, do not sow seeds through mulch.
- Apply seeds at a minimum rate of 5 pounds per 1,000 square feet. Do not seed when wind velocity exceeds 5 miles per hour.
- Float and lightly compact areas to incorporate the seed into the uppermost ½ inch of the soil.
- Visually inspect the seeded areas for uniformity of application; areas in which visual inspection fails to reveal an average of 2 seeds per square inch shall be reseeded at no additional cost to the owner.
- Apply mulch immediately after seeding, provide uniform distribution and allow sunlight to penetrate mulch.
- Small grain mulch shall be applied at a rate of 2.5 bales per 1000 square feet. Mulch shall be anchored.
- Hydro mulch must be applied at a rate of 2,000 pounds per acre. Do not apply if rain is anticipated within 24 hours. Reapplication is required after rain damage at the contractor's expense.
- Mulch blankets can be utilized in accordance with the Manufacturer's guidelines.

Hydroseeding:

- After the areas to be seeded have been brought to the required grade and properly trimmed, bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 inches to 4 inches. Thoroughly break all lumps and clods.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
TURF ESTABLISHMENT**

- If the prepared seedbed is not fertilized, satisfactorily seeded, and mulched before the friable condition is lost through compaction or crusting, repeat the seedbed preparation prior to seeding or reseeding.
- Rake prepared seedbed before seeding.
- Apply fertilizer with seed at a rate equivalent to 6.25 pounds per 1,000 square feet of 16-32-4.
- Use equipment only specifically designed for hydraulic seeding application.
- Mix seed, fertilizer and pulverized mulch in water until uniformly blended into homogeneous slurry. Continue mixing during application.
- Float and lightly compact areas to incorporate the seed into the uppermost ½ inch of the soil.
- Visually inspect the seeded areas for uniformity of application; areas in which visual inspection fails to reveal an average of 2 seeds per square inch shall be reseeded at no additional cost to the owner.
- Apply mulch immediately after seeding, provide uniform distribution and allow sunlight to penetrate mulch.
- Small grain mulch shall be applied at a rate of 2.5 bales per 1000 square feet. Mulch shall be anchored.
- Hydro mulch must be applied at a rate of 2,000 pounds per acre. Do not apply if rain is anticipated within 24 hours. Reapplication is required after rain damage at the contractor's expense.
- Mulch blankets can be utilized in accordance with the Manufacturer's guidelines.

Maintenance:

The Contractor is responsible for follow-up maintenance per the following requirements:

- Inspect materials planted in the spring during the summer or early fall, and take corrective action during the fall planting season.
- Inspect materials planted in the fall during the spring and take corrective action during this spring planting season.
- Reseed, plant, fertilize, mulch, topsoil, grade and roll as necessary to achieve a uniform lawn [stand of grass] free from eroded or bare areas.
- Water seeded areas as required to maintain the viability of the Product.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
TURF ESTABLISHMENT**

MEASUREMENT AND PAYMENT

PAY ITEM	PAY UNIT
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Turf Establishment.....	SY
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Turf Establishment shall include all materials, labor and equipment required or selected by the Contractor to install, maintain, inspect, repair, and meet the acceptance parameters for turf establishment will not be paid for separately.

Repairs made to damaged turf establishment areas as a result of a documented storm by a local meteorological data resulting in rainfall amounts of more than 3 inches in a 24 hr. period will be paid for as an increase to the original quantities as described in subsection 109.07 of the Standard Specifications for Construction.

Upon completion of the topsoil surfacing, seeding, and mulching stage 50% of the authorized amount for Turf Establishment will be paid the contractor. The remaining amount will be paid upon final acceptance of the established turf.

APPENDIX A ADDITIONAL INFORMATION

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CITY OF HILLSDALE, MICHIGAN

CONTRACTOR SAFETY POLICY

Good communication is a necessary element of maintaining safety. Everyone working at a jobsite must work cooperatively to identify safety hazards and communicate prevention practices that will improve the safety and health of everyone involved. Therefore, the City of Hillsdale, has implemented the following contractor safety program for our worksites so that on the job injuries are minimized and work practices may be standardized.

Purpose

A written contractor safety policy establishes guidelines to be followed for contractors working for the City of Hillsdale. The rules established:

- Provide a safe working environment.
- Govern facility relationships with outside contractors.
- Ensure that Contractor employees and our employees are trained to protect themselves from all potential and existing hazards.

The effectiveness of the contractor safety program depends upon the active support and involvement of all employees. This plan is intended to ensure that all contractor work practices are carried out safely to minimize the possibility of injury or harm to the contractors' employees or our own employees. It is intended to serve as an additional tool in safeguarding the health and safety of employees.

The very nature of utility construction and operation places employees and contractors in hazardous situations. Workers should always exercise extreme caution when at a jobsite.

This document is provided to ensure that all appropriate City of Hillsdale safety plans, policies and procedures are communicated to all participating contractors. It also provides an avenue for contractors to communicate their safety plans, policies and procedures to the City of Hillsdale. This program aims to prevent personal injuries and illnesses.

Safety Coordinator Duties

The Safety Coordinator is responsible for developing and maintaining the program. Employees may review a copy of the plan. It is located at 45 Monroe St. safety office and in the Safety Dept. folder of the computer system. In addition, the Safety Coordinator is responsible for maintaining any records related to the contractor safety program.

If after reading this program, you find that improvements can be made, please contact the Safety Coordinator. We encourage all suggestions because we are committed to the success of our contractor safety program. We strive for clear understanding, safe behavior, and involvement from every level of our company.

Explanation of Responsibilities

City of Hillsdale Responsibilities

The City of Hillsdale has specific safety responsibilities when hiring contractors, which include the following listed steps:

1. Take steps to protect contract workers who perform work on or near a potentially hazardous process, facility, or area.
2. Obtain and evaluate information regarding the contract employer's safety performance and programs.
3. Inform the contractor of known potential electrical, fire, explosion, or chemical release hazards related to the contractor's work.
4. Develop and implement safe work practice procedures to control contract employee entry into hazardous work areas and operation or repair of utility facilities.
5. Require contractors to provide appropriate personal protective equipment to their employees at all times.
6. Periodically evaluate the contract employer's fulfillment of his or her responsibilities under this policy.
7. Hire and use only contractors who meet Contractor Selection Criteria as listed in the next section of this policy.

Contractor Responsibilities

Contract employees must perform their work safely. Considering that contractors often perform very specialized and potentially hazardous tasks, such as confined space entry activities and non-routine repair activities, their work must be controlled. Contractor responsibilities when accepting contracts with the City of Hillsdale include the following listed steps. The contract employer will:

1. Assure that the contract employee is trained in the work practices necessary to safely perform his or her job.
2. Instruct the contract employee in the potential electrical, fire, explosion, or chemical release hazards related to his or her job and the process.
3. Document contract employee training.
4. Inform contract employees of and then enforce safety rules of the facility, particularly those implemented to control the hazards of the contracted process during operations.
5. Require that all subcontractors abide by the same rules to which the contractor is bound.
6. Abide by the facility smoking rules.
7. Notify plant operators, foremen, or managers of any operations that could interrupt utility services. Also, immediately notify said individuals if an unexpected utility interruption has occurred.

Guidelines for Contractor Safety

The following listed steps are the standard procedures for evaluating and choosing contractors who will work on-site at the City of Hillsdale.

To determine that past safety performance, the group or individual selecting the contractor may consider the contractor's:

- OSHA log, which includes the injury and illness rates (number of lost-time accident cases, number of recordable cases, number of restricted workday cases, number of fatalities) for the past three years.
- Written safety program and training system.

Contractor work methods and experience should be evaluated. Ensure that for the job in question the contractor and its employees have the appropriate:

- Job skills.
- Equipment.
- Knowledge, experience, and expertise.
- Permits, licenses, certifications, or skilled tradespeople necessary to perform the work in question.

The contractor must be willing and able to provide a current certificate of insurance for workers' compensation and general liability coverage with the City of Hillsdale.

Each contractor must be responsible for ensuring that its employees comply with all applicable local, state, and federal safety requirements, as well as with any safety rules and regulations set forth by the City of Hillsdale, at which it is performing the contracted work.

Possible ways to determine past compliance with such safety regulations include:

- Requesting copies of any citations for violations occurring within the last three years, to determine the frequency and type of safety laws violated.
- Having all bidders on jobs describe in detail their safety programs, infractions, accidents, and workers' compensation claims within the last three years.

This information will provide the City of Hillsdale with a solid background on that contractor's safety performance and adherence to safety rules and regulations.

Guidelines for Information Exchange

City of Hillsdale Guidelines for Information Exchange

Before contract work begins, the City of Hillsdale must:

Designate a representative to coordinate and communicate all safety and health issues with the contractor. The designated representative will have a copy of the work document, be thoroughly familiar with its contents, and with the safety and health aspects of the work, or know whom to call to obtain this information. The designated representative is responsible for ensuring that all company responsibilities listed below are carried out.

1. Provide a copy of the applicable safety policies and procedures to the contractor.
2. Inform the contractor of any emergency signals and personnel clearance procedures that may be put into operation in areas where the contractor's employees are working.
3. The contractor should be given the telephone numbers of any appropriate City of Hillsdale Project manager, the nearest hospital, ambulance service, and fire department.
4. Work directly with the contractor's designated representative, with whom all contacts should be made.
5. Review all contract requirements related to safety and health with the contractor's designated representative, including, but not limited to, rules and procedures, personal protective equipment (PPE), and special work permits or specialized work procedures.
6. Inform contractor's designated representative of the required response to employee alarms and notices.
7. Communicate thoroughly with the contractor's designated representative any safety and health hazards (particularly non-obvious hazards and hazard communication issues) known to be associated with the work, including those in areas adjacent to the worksite. Tell them it is the contractor's responsibility to convey this information to its employees.
8. Ensure that all affected employees of the city receive training on all hazards which the contractor may introduce.

During the contract work, the city must:

1. Limit, as necessary, the entry of city employees into contractor work areas.
2. Monitor the contractor's compliance with the contract throughout the duration of the work. When checking contractor work during the project, note any negligent or unlawful act or condition in violation of safety standards or requirements. Any items noted should be brought immediately to the attention of the contractor's designated representative. However, if an unsafe act or a condition is noted that creates an imminent danger of serious injury, immediate steps should be taken to stop the unsafe act or condition. Do not allow work that is in violation of a regulation to continue.
3. Document all discussions, including place, time, and names of contractor employees involved.

4. For work for which the city has developed specific and generally applicable procedures, make sure contractors and their subcontractors follow the same procedures.
5. Obtain a copy of each OSHA recordable injury report from the contractor and subcontractor. Investigate and report to the BPU Director and/or City Manager all personal injuries to contractor and subcontractor employees.
6. Investigate and report any property damage caused by a safety accident. Maintain a contractor accident report file.

Contractor Guidelines for Information Exchange

Before the contract work begins, the contractor must:

1. Designate a representative to coordinate all safety and health issues and communicate with the City of Hillsdale's designated representative.
2. Provide information to the designated representative on the safety and health hazards that may arise during the course of the contractor's work at the City of Hillsdale BPU and the means necessary to avoid danger from those hazards, including Hazard Communication and all other potential hazards.
3. Obtain from the City of Hillsdale any safety rules and regulations in effect at the site or potential hazards present that may affect the contractor's work.
4. Be certain to be informed of any emergency signals and personnel clearance procedures that may be put into operation in areas where the contractor's employees are working.
5. The contractor should be certain to have the telephone numbers of any appropriate City of Hillsdale Project Manager/Designee, the nearest hospital, ambulance service, and fire department.
6. Advise and train its employees on hazards associated with the work to be performed, including any Hazard Communication or other hazard information provided the contractor by the City of Hillsdale.
7. Keep the designated representative of the City of Hillsdale fully informed of any work that may affect the safety of the City of Hillsdale's employees or property. This includes complying with the state and federal right-to-know legislation and providing the designated representative appropriate material safety data sheets (MSDSs) or other required information about chemicals the contractor will bring onto the site.
8. Know who to call and what to do in emergencies, including where first aid and medical services are located and train employees on this.

During the contract work, the contractor will:

1. Have a designated site safety coordinator present and attentive to the work being carried out at all times that the contractors and/or subcontractors are working at the site.
2. Ensure that all subcontractors are abiding by the terms of this plan.

3. Perform its work while the plant or system is operating, if necessary, and establish necessary safe practices to permit work under operating conditions without endangering

Any person or property. This includes but is not limited to barricading, sign-posting, grounding, lockout/ tagout, etc.

4. Make sure that any equipment, chemicals, or procedures used by the contractor to perform contracted work meet all OSHA requirements.
5. Be held responsible and accountable for any losses or damages suffered by the City of Hillsdale and/or its employees as a result of contractor negligence.
6. Provide its employees with medical care and first-aid treatment.
7. Use only the plant or building entrance designated, and follow the facility access control practice, as applicable. The contractor also will ensure that each contractor employee is issued and wears some form of easily seen identification.
8. Provide supervisors and employees who are competent and adequately trained, including training in all health and safety aspects of the work involved in the contract.
9. Provide all tools and equipment for the work, including personal protective equipment (PPE), and ensure the equipment is in proper working order and employees are instructed in its proper use.
10. Maintain good housekeeping in the workplace.
11. Follow specific instructions supplied by this company should emergency alarms be activated.
12. Notify the designated representative immediately of any OSHA recordable injury or illness to contractor employees or subcontractor employees occurring while on the site of this company. Provide a copy of each accident report to the designated representative.
13. Receive and use a copy of any applicable City of Hillsdale written safety policies and procedures.
14. After conclusion of the contract work, the contractor is responsible for cleaning all work areas and disposing of any discarded materials in a proper and legal manner.

Training Requirements

City of Hillsdale Requirements

City of Hillsdale makes sure that affected City employees receive training on all hazards to which they will be introduced by a contractor. In addition, we emphasize to the contractor that it is the contractor's responsibility to convey to its employees any safety information provided by the City of Hillsdale to the contractor.

Contractor Requirements

The contractor must:

- Train all workers on all safety and health hazards and provisions applicable to the type of work being done, and provide documentation of such training to this company's designated representative.
- Train employees on where to obtain first aid and medical services.
- Train employees on appropriate lockout/tagout procedures and the confined space program.

Recordkeeping Requirements

City of Hillsdale Requirements:

The designated representative will:

1. Have a copy of the contract on file and be thoroughly familiar with its contents, and with the safety and health aspects of the work.
2. Keep records of all training done with company workers regarding hazards to be caused by the contracting company.
3. Keep copies of any OSHA recordable injury and illness logs for the project, as well as copies of accident reports on all accidents that occur in the course of the project.
4. Keep records of all documentation of any sort given to you by the contractor, including records of training done, MSDSs, accident reports, etc.
5. Keep records of all documentation of any sort you give to the contractor, including list of hazards to train their employees on, MSDSs, etc.
6. Document all discussions, letters, memos, or other communications made to the contractor regarding safety issues, including place, time, and names of people involved.
7. Compile a report to the director of utilities if there arise any safety or health concerns with the project.

Contractor Requirements:

The contractor will:

1. Keep records of all training done with contract workers and all documentation provided to the contracting company regarding such training.
2. Have on file the telephone numbers of the appropriate City of Hillsdale manager, the nearest hospital, ambulance service, and fire department.
3. Have copies on-site of all material safety data sheets (MSDSs) or other required information about chemicals relevant to the work on-site.
4. Keep an OSHA recordable injury and illness log for the project, as well as copies of accident reports on all accidents that occur in the course of the project.
5. Assist utility workers in completing utility outage reports related to the contractor's actions.

City of Hillsdale The Contract

This contract, made the XX day of XX, 20XX by and between XXXX of XXXX, hereinafter called the "Contractor" and the City of Hillsdale, Michigan, hereinafter called the "Owner."

Witnesseth Whereas, SCOPE OF PROJECT; and the contractor has agreed to the same for the consideration herein named, the contractor and the owner agree as follows:

Article 1 - The Work - It is agreed that the contractor shall furnish all the materials and equipment and perform all of the work shown on the drawings and described in the specifications entitled, TITLE OF PROJECT, prepared by the City of Hillsdale, City Engineer, and in these contract documents entitled "the Engineer;" and shall do everything required by the contract documents; the contract documents being hereby defined to include the contract, bonds, drawings, specifications, detailed and general, proposal, instructions to bidders, advertisement and any supplements thereto agreed to by both parties.

Article 2 - Alterations - It is agreed that the contractor shall make alterations to the work under this contract, as the owner may especially order in writing. Compensation for such alterations shall be determined by the unit prices stipulated in the proposal hereof where appropriate, or by lump sum or unit prices mutually agreed upon at the time by the owner and the contractor.

The owner at his discretion may furnish to the contractor any materials or supplies or transportation required for extra work. The contractor shall not be entitled to any allowance for percentage on account of materials or supplies or transportation so furnished.

It is agreed that all work that may be ordered by the owner 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 shall be responsible for the maintenance and protection of such work until the time of the final acceptance of the entire job by the owner.

It is further agreed that no claim against the owner on account of alterations shall be valid unless such work has been previously ordered in writing and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the making up of the final estimate.

Article 3 - Time - It is agreed that the contractor shall begin work under this contract within XX days after the delivery of the signed contract to the contractor and that he shall prosecute it in such manner as will bring the entire work to completion by XXXXXX, 20XX, prior to the beginning of work, with consideration to Article 4 of this contract. The time of beginning, rate of progress, and date of completion are considered essential elements of the contract.

Article 4 - Extension of Time - It is agreed that if the contractor shall be avoidably 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 work by the owner because of any emergency or public necessity, or by reason of alterations ordered by the owner, the contractor shall have no valid claim for damages on account of any cause or delay; but he shall in such case be entitled to such an extension of the time limits specified in Article 3 herein, as the superintendent 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 or delay shall have occurred.

Article 5 - Liquidated Damages - It is expressly covenanted and agreed that time is and shall be considered of the essence of the contract. In the event that the contractor shall fail to perform the entire work agreed to be performed under this contract or to perform any certain portions thereof for which definite stipulations have been agreed to by or at times herein mentioned or referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the contractor shall pay unto the owner for liquidated damages and not as a penalty. Liquidated damages are as stipulated in table 108-1 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract, which said sums the owner shall have the right to deduct from any monies in his hands otherwise due, or to become due the contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6 - Assignment of Contract - It is agreed that the contractor shall not assign or transfer this contract or sublet any part of the work embraced in it, except with the written consent of the owner to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the contract documents exactly as if performed by the contractor and his immediate employees and workmen. No sub-letting of the work shall in any way diminish or weaken the responsibility of the contractor for all parts of the work or lessen his obligations and liabilities 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 owner to do so.

Article 7 - Permits and Regulations - The contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of services affects consumers, due and sufficient notice shall be served upon those so affected.

Article 8- Insurance

Compensation Insurance - The contractor shall take out and maintain during the life of this contract worker's compensation insurance for all of his employees employed at or in the vicinity of the owner's property, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection offered by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the protection of his employees not so protected. All necessary bonds and certificates of insurance shall be filed with the City Clerk before work is begun.

Public Liability and Property Damage Insurance - The contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be as follows:

The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence of property damage and \$2,000,000 Excess Liability. Blanket contractor and completed operations coverage shall be included with the same minimums.

The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Hillsdale as an additional insured.

The contractor shall require subcontractors, if any, not protected under the contractor's insurance policies, to take out and maintain public liability insurance and property damage insurance in the amounts set forth above. The contractor shall furnish the owner with satisfactory proof of coverage of the insurance required.

Performance, Maintenance, Labor and Material Bonds - The contractor shall furnish a satisfactory Performance Bond and Maintenance and guarantee Bond in the amount of 100% of the Bid, and Labor and Material Bond in the amount of 50% of the Bid.

Labor Laws and Ordinances - The contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work, and all the laws and requirements of the owner regulating or applying to public improvements.

Local Sources for Labor and Materials - It is understood and agreed by and between the parties of this contract that all labor employed on this work shall be obtained from residents of the City

insofar as this is available. It is further agreed that all materials and supplies used in the construction work shall be purchased through dealers in the City insofar as practicable.

Patents and Patent Rights - The contractor shall protect and save the owner harmless against all claims or actions brought against the owner by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Article 9 - Payment - And it is hereby agreed that, in consideration of the faithful and entire performance by the contractor of his obligations under this contract, the owner shall pay to The Contractor, at the time and in the manner hereinafter stipulated, the amount quoted on XXXXX, 20XX as unit price bid of \$XXXXX. Final payment will be based on actual quantities measured and/or placed on the project and mutually agreed upon. The City approved a project in the amount of \$XXXXX which includes a contingency amount of \$XXXXX. This contingency amount is available to the city in the event of unknown circumstances found in the field and/or for any agreed upon changes in the field. Any and all changed conditions or increased quantities shall be agreed upon prior to the contractor incurring any additional costs.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the engineer will make an estimate of the amount and value of the work which has been done under this contract during the month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement or with exactness, but may be made either wholly or in part by appraisalment 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 such progress estimate may be allowed for or corrected in any subsequent estimate.

It is agreed that before the contractor shall demand partial or final estimates or payments he shall furnish to the owner, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons, who have supplied labor, materials or equipment 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 owner shall deem necessary to meet the lawful claims of such persons may be retained by the owner from any monies that may be due or become due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the owner.

As soon as practicable after such estimate is made up and certified and upon its approval by the owner, the owner shall pay to the contractor, on account, a sum equal to ninety percent (90%) of the amount of such estimate; except that the owner may deduct and retain out of any such partial payment of sum sufficient to meet any undischarged obligations of the contractor for labor, materials or equipment furnished for the work.

As soon as practicable after the satisfactory completion of all work covered by this agreement, the engineer will make a final inspection of the work as a whole, and will make up a final estimate of the total amount due the contractor under the terms of the agreement. Upon the acceptance of the completed work, the owner will pay to the contractor the entire amount of such final

estimate, less the sums previously paid, and less such sums as the owner may deem to be necessary to meet the undischarged obligations of the contractor for labor, materials or equipment furnished for the work. The contractor shall file with the owner a sworn statement that claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the date and year first above written.

WITNESSES

CITY OF HILLSDALE, MICHIGAN

By _____

City Manager – David Mackie

WITNESSES

NAME OF CONTRACTOR

By _____