

## GENERAL CONDITIONS

### 1. CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents shall consist of the following: plans, specifications, addenda, bonds, insurance, certificates, Proposal, standard detail drawings and any other special or general provisions pertaining to the work or materials. All provisions of the Contract and Contract Documents shall be as binding upon the parties hereto as if they were fully set forth in the agreement.

The intent of the plans and specifications is to provide for the completion of the work in every detail, as shown thereon, and as described herein. The Contractor shall furnish all labor, material, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines and grades provided for on the plans or by authorization.

In case of discrepancy, figured dimensions shall govern over scaled dimensions, plans shall govern over standard specifications, and project specifications shall govern over standard specifications, standard details and plans.

### 2. DEFINITIONS

Contractor: The individual, partnership or corporation or combination of any or all jointly, undertaking the execution of the work under the terms of the agreement with the Owner.

Subcontractor: A person, firm or corporation supplying labor and materials, or labor for work at the site of the project, for and under separate contract or agreement with the Contractor.

Work on the Project: Work to be performed at the location of the project including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

Construction Reviewer: Shall mean the engineering or technical inspectors or inspectors duly authorized or appointed by the Owner or by the Engineer, limited to the particular duties entrusted to him or them.

Authorization: The written approval by authority of the Drain Commissioner or other duly authorized representative, processed through the required channels.

Drain Commissioner: The agent for the Drainage District, a Michigan Governmental Corporation, and for Genesee County, a Michigan Governmental Corporation, and his duly authorized representatives.

Engineer: Shall mean the consulting engineering firm that prepared the plans and specifications for this project and its duly authorized representatives.

Plans: Approved drawings or reproductions of drawings pertaining to construction or details of the work covered by the Contract.

Specifications: The standard specifications, supplemental specifications, special provisions and all written or printed agreements and instructions pertaining to the method and manner of performing the work, or to the quantities and qualities of the materials to be furnished under the Contract.

Owner: The Genesee County Drain Commissioner.

### **3. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK**

Bidders shall carefully examine the Proposal forms, plans and specifications and inspect the site of the proposed work in order to satisfy themselves, by examination, as to the detailed requirements of construction.

The Bidder shall make all the investigations necessary to thoroughly inform himself regarding all construction, including delivery of materials and equipment, as he may require for his construction operations. If the Contractor fails to do this, no plea for ignorance of existing conditions shall be accepted. If failures or omissions in fulfilling all requirements of said Contract result, the Contractor shall be responsible for corrections. On this basis, no claims will be accepted for extra compensation or extensions of time.

Any borings taken on this project will be made available to the Contractor upon request. The Contractors are responsible for making their own field investigations, or for obtaining other soil records that may be available, to determine subsoil conditions. The Contractor shall base his Proposal upon his own boring information.

### **4. MATERIAL COMPLETE**

Each Bidder is expected to base his bid on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event he names or includes in his bid, materials, or equipment which do not conform, he will, if awarded a Contract, be responsible for furnishing materials and equipment which fully conform at no change in his Contract price.

### **5. SUBCONTRACTORS**

The Contractor shall notify the Owner in writing of the names of all Subcontractors he proposes to employ on the Contract, and shall not employ any Subcontractors until the Owner's approval in writing covering such Subcontractors has been obtained.

The Contractor agrees to be fully and directly responsible to the Owner for all acts and omissions of his Subcontractors, and of any other person employed

directly or indirectly by the Contractor or Subcontractors, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. It shall be further understood that the Owner will have no direct relations with any Subcontractor. Any such necessary relations between the Owner and Subcontractor shall be handled by the Contractor.

The Contractor agrees to bind every Subcontractor (and every Subcontractor of a Subcontractor, etc.) by all terms of the Contract Documents as far as applicable to the Subcontractor's work unless specifically noted to the contrary in a Subcontract approved in writing as adequate by the Owner.

## **6. INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards by the manufacturer. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with the specifications and suitability for uses intended.

The Owner reserves the right to test any material at an independent testing laboratory of his own choosing, and the results of such tests shall govern in material acceptance. The cost of the independent testing agency, if used, will be paid for by Owner. The normal inspection done by the manufacturer to assure compliance with USAS, ASTM, AWWA specifications will be incorporated into the project without additional compensation.

The Contractor will be required to supply the Owner with a certificate of testing or actual test results stating that the material to be used is in conformance with the specifications prior to using the material for construction.

## **7. SHOP DRAWINGS AND CERTIFICATE OF TESTING**

The Contractor shall submit to the Engineer who designed the project, 3 copies of shop drawings, test certificates of material conformance as required by Owner.

After examination and approval of these documents, the Engineer shall return one copy to the Contractor, supply the Owner with an approved copy, and retain one copy for his records. No material shall be incorporated into a project until approval has been received from the Engineer and Owner. Regardless of an approval by the Engineer, the Owner still retains the final approval of materials submitted.

## **8. "OR EQUAL" CLAUSE**

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to a manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturer's and vendors which will perform adequately, the duties imposed by the general design will be considered equally acceptable, provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's and Owner's approval.

## **9. SAFETY AND PROTECTION OF WORK AND PROPERTY**

The Contractor shall take all responsibility for the work, and shall continuously maintain adequate protection of same and of all materials and equipment to be incorporated therein from damage and shall protect all public property and private abutting property, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities thereon, not designed for removal, relocation or replacement in the course of construction, from injury or loss arising in connection with this Contract. He shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for the protection required by public authority and/or by local conditions, all at no additional cost to the Owner.

The Contractor shall restore, at his own expense, any public or private property damaged or injured in consequence of any act or omission on his part, or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Owner may, after 48 hours notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due to the Contractor.

Land monuments shall not be moved or otherwise disturbed, except as directed by the Engineer. Replacement shall be by a registered land surveyor or registered Civil Engineer at the Contractor's expense.

## **10. LOCATION OF EXISTING UTILITIES AND PIPING**

The location of existing piping and underground utilities, such as mains, watermains, electric duct line, etc., as shown on the Contract Drawings, have been determined from the best available information, by actual surveys, or furnished and taken from the records of the parent Utility Companies, and drawings of the existing facilities. However, the Owner does not assume responsibility for the possibility that during construction, utilities other than those shown may be encountered or that actual location of those may be different from the locations designated on the Contract Drawings.

At the locations wherein detailed positions of these facilities become necessary to the new construction, the Contractor shall, at his own expense,

furnish all labor and tools to either verify and substantiate the record drawing location or definitely establish the position of the facilities.

Because of the nature of the work, minor adjustments may be required in new construction to meet existing conditions. Such adjustments shall be made by the Contractor without additional cost to the Owner. No extra pay shall be allowed for removal or replacement of existing utilities whether shown on plans or not shown.

## **11. SOIL BORING DATA**

Soil boring information, if shown on the Contract Drawings, is given for the convenience of the Contractor. It represents conditions as found by the Owner at the time the borings were made. The Owner does not assume responsibility for the possibility that during construction, the soil and ground water condition may be different than indicated on the Contract Drawings. Neither does the Owner assume responsibility for variations of soil and ground water at locations between borings noted on the Contract Drawings. Contractors are required to make their own borings, explorations and observations to determine soil and groundwater conditions.

The Contractor shall plan the work based upon his own boring information.

## **12. NOTICE OF STARTING WORK**

The Contractor shall notify the Owner in writing 48 hours before starting work at the site of the work of his intentions to do so. In case of a temporary suspension of work, he shall give reasonable notice to the Genesee County Road Commission where the construction is on existing right-of-way.

## **13. LAWS TO BE OBSERVED**

The Contractor shall keep himself duly informed and completely abide by the provisions of all Federal, State, County and Municipal Laws which in any way affect the materials or labor used for the completion of the Contract. The Contractor agrees not to discriminate against any employee or applicant for employment, because of his race, color, religion, national origin or ancestry. The non-discrimination clause shall also extend to cover any Subcontractor.

## **14. CONTRACTOR OBLIGATIONS**

**The Contractor** shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by the Contract, within the time herein specified, in accordance with the plans and drawings, and in accordance with the direction of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and Owner.

#### **15. CONTRACTOR'S RESPONSIBILITY FOR WORK**

The Contractor shall be responsible for any and all damages that the work may sustain prior to its acceptance, and shall rebuild, repair, restore and make good, at his own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever prior to its acceptance.

#### **16. ACCESS TO WORK**

The Contractor shall at all times provide proper facilities for access and inspection of the work by representatives of the Owner and of such official Governmental agencies as may be designated by the Owner as having jurisdictional rights to inspect the work.

#### **17. CONSTRUCTION SITE**

##### **Use of Job Site**

The Contractor shall confine his equipment, apparatus, the storage of materials, and operations of his workmen to limits indicated by the law, ordinances, permit or directions of the Owner, and shall not encumber other than the designated areas with his materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety. The Contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

##### **Use of Private Land**

The Contractor shall not use any vacant lot or private land as a plant site depository for materials, or as a spill site, or for any other purposes without the written authorization of the owner of the land (or his agent), a copy of which authorization shall be filed with the Owner.

#### **18. RESPONSIBILITY FOR DAMAGE**

The Contractor shall assume the defense of, and indemnify and save harmless the Owner and each and every officer, employee and agent thereof, and the Engineer, from any and all loss, contingent liability or damage, and from all suits, actions, damages or claims, of every name and description to which the Owner or any of its officers, employees or agents may incur or be subjected or put by reason of injury to persons or property in the execution of the work, or resulting from negligence or carelessness on the part of the Contractor, his employees, Subcontractor, or agents or the Engineer in the delivery of

materials and supplies, or on account of any act or omission of the Contractor, his employees, Subcontractors, or agents, including but not limited to any failure to fulfill the terms of or comply with all laws and regulations which apply to this Contract; and said Owner shall have the right to estimate the amount of such damage, and it shall be deducted from the money due or to become due the Contractor under this Contract, as may be considered necessary by the Owner, shall be retained by the Owner, until such suits or claims for damages shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the Owner.

## **19. MAINTENANCE OF TRAFFIC**

Throughout the performance of the work, or in connection with this Contract, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches and excavations, and such detours as are necessary to care for public and private traffic. The material excavated from trenches and drains shall be compactly deposited along the sides of the trench or drain or elsewhere in such a manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other Contractors or to the Owner. Barricades and warning signs for this project shall be in conformance with the Michigan Manual of Uniform Traffic Control Devices.

## **20. LICENSE, PERMITS AND REGULATIONS**

The Contractor shall secure all Federal, State and local licenses required by law. He shall obtain and pay for all necessary permits. He shall give all notices and comply with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings or Contract Specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work, with the Owner's approval.

## **21. CLEANING UP**

The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Contractor shall complete final cleanup of a section of a project, when so ordered by the Owner by written notice, within 30 days of such notification, or the Owner may elect to do such cleanup and withhold such amount as it may cost for cleanup from the Contractor's monthly payment. On or before completion of the work, the Contractor shall thoroughly clean all drains, culverts, spoil areas, pits, pipes, chambers or conduits which are a part of the work or premises which he has entered upon, shall tear down and remove all temporary structures built by him and shall remove rubbish of all kinds from any of the grounds he had occupied and leave them in a neat and clean condition.

## **22. FINAL GUARANTY**

All work shall be and is guaranteed by the Contractor for a period of 2 years from and after the date of final payment of all work by the Owner.

If, within said guaranty period, repair or changes are required in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner; (a) place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and (b) make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Engineer, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and (c) make good any work or material, or the equipment and contents of building, structure or site disturbed in fulfilling such guaranty; and (d) the Owner shall have the authority to perform work not corrected within 10 days after notification of the Contractor, and the bond company shall be required to pay for the corrections performed by the Owner.

## **23. AUTHORITY OF OWNER**

The Owner shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and all questions which may arise as to the interpretation of the Plans and Specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the Contract.

## **24. DEVIATION FROM THE PLANS**

Deviations from the Plans for the work or the approved working Drawings of structures will not be permitted without the written order of the Owner or authorized representative. Contract Change Orders must be signed prior to beginning construction work that deviates from the original Plan.

## **25. COORDINATION OF SPECIFICATIONS AND PLANS**

In case of discrepancy, figured dimensions shall govern over scaled dimensions, notes on Plans shall govern Standard Specifications, and Supplemental Specifications or Project Specifications shall govern over Standard Specifications and Plans.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications with Owner's approval.

## **26. ALIGNMENT AND CONSTRUCTION STAKES**

The centerline will be laid out by the Engineer. In open drains all angles shall be turned with circular curves commencing and ending at least 50 feet on each side of the angle, unless otherwise specified on the plans. No changes in alignment of either open channels or sewers shall be made without permission from the Owner.

The Engineer will set suitable stakes and bench marks showing the locations and elevations of the various parts of the work. No work shall be undertaken until such stakes and bench marks have been set by the Engineer. The Contractor shall assume full responsibility for detail dimensions and elevations measured from the lines, grades and elevations so established. The Contractor shall take due and proper precautions for the preservation of these stakes and bench marks, and shall see to it that the work at all times proceeds in accordance therewith.

Any restaking necessary, whether due to vandalism, construction operations or any other cause, will be done by the Engineer at the expense of the Contractor.

## **27. INSPECTION**

The Owner and his representatives shall at all times have access to all parts of the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the Contract Specifications or other Contract Documents, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection.

If any work shall be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination and properly restored at the Contractor's expense.

Reexamination of any work may be ordered by the Owner, and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of reexamination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the Owner limited to the duties and power entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively under instructions of the Engineer and Owner, and to report any and all deviations from the Contract Drawings, Contract Specifications and other Contract provisions which may come to their notice. Any inspector shall have the right, and will be his duty, to order the work to which he is assigned stopped, if, in his judgement, such action is necessary to; (a) allow

proper inspection, (b) avoid irreparable damage to the work, or, (c) avoid subsequent condemnation of work which could not be readily replaced or restored to an acceptable condition. Such stoppage shall be for a period reasonably necessary for notification of the Engineer and Owner and for them to determine that the work will, in fact, proceed in due fulfillment of all Contract requirements.

## **28. PROGRESS ESTIMATES AND PAYMENTS**

No payments under this Contract will be made except upon the presentation of Periodical Estimate for Partial Payment prepared by the Contractor on forms supplied by Owner and approved in writing by the Owner, which shall show that the work covered by the payments therefore are due in accordance with this Contract. Such payment forms shall be submitted to the Owner.

## **29. UNIT PRICE ITEMS**

It is anticipated that the quantities as set forth for such unit price items are reasonable. If any work under such a unit price item is not performed, or if only a small percentage of the quantity listed is used, the Contractor shall not make any claims for not using said item or for higher unit prices because of the smaller percentage of quantity used.

The Contractor shall study carefully the construction specifications to determine the extent and scope of the work included under lump sum items in the Contract. It may be that work under some of such unit price items is in addition to similar work to be performed under lump sum items and paid for thereunder.

## **30. TIME FOR COMPLETION OF CONTRACT**

All work called for by this Contract shall be completed and ready for full use within the time specified in the signed Agreement.

## **31. ACCEPTANCE OF WORK**

The work will be accepted in writing by the Owner when the whole shall have been completed in accordance with the terms of the Contract Documents as determined by the Owner and its Official Representatives. When the work is substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection and test on a definite date which shall be stated in such notice. The notice shall be given at least 5 days in advance of said date. The Owner shall cause an inspection to be made in order to determine whether the work has been completed in accordance with the terms of the Contract Documents.

## **32. FINAL ESTIMATE AND PAYMENT**

The Contractor shall, as soon as practicable after the final acceptance of the work under this Contract, make a Final Estimate of the amount of work done thereunder and the value thereof.

Such Final Estimate shall be checked, approved and signed by the Engineer and by the Owner. After such approval, the Owner shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of the Contract prescribed for retained percentage.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a completed release of all claims or liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the release and receipts include all labor and materials for which a lien or claim could be filed.

In no case will final payment be made in less than 35 days after completion of the work and its acceptance by the Owner.

### **33. RECORD OF EMPLOYEES**

The Contractor shall keep an accurate record showing the name, place of residence, citizenship, occupation and per diem pay, of each person engaged in the execution of the Contract; and he shall cause every Subcontractor under him who shall undertake the performance of any part of the contract to also keep a similar record of each person engaged in the execution of said Subcontract. All such records shall be available at any time to the Engineer, Owner or his duly authorized representative.

### **34. RIGHT OF OWNER TO TERMINATE CONTRACT**

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse repeatedly to supply properly skilled workmen or proper materials, or disregard laws, ordinances, or the instructions of the Engineer and Owner, or otherwise commit a substantial violation of any provision of the Contract, then the Owner may, without prejudice to any other right or remedy, by giving the Contractor 5 days written notice of termination, terminate the Contract and take possession of the premises and of all materials tools and appliances thereon, and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense incurred by the Owner in completing the work shall exceed any unpaid balance due under the terms of this Contract, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer. The foregoing is without limitation to such other rights or remedies as the Owner may have under any other provisions of the Contract or any applicable laws.

**35. EMERGENCY TELEPHONE**

The Contractor shall supply the Owner with the telephone numbers of key supervisory personnel where they can be reached in case of any emergency during working hours or nonworking hours. The telephone numbers shall be on file with the Owner prior to starting the project. Telephone numbers of key personnel shall be supplied at the preconstruction conference.

**36. CONSTRUCTION SCHEDULE**

The Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various divisions of the work and the anticipated amount of each periodic payment that will become due the Contractor in accordance with the progress schedule. The construction schedule shall be submitted at the preconstruction conference. The Contractor shall be required to update the proposed schedule if requested by the Owner.

**37. NOTIFICATIONS REQUIRED BY CONTRACTOR**

The Contractor will be required to give 48-hour notice prior to beginning construction to the following agencies:

1. Underground Utility Alert      235-2516
2. Genesee County Drain Commissioner 732-7870  
Division of Water & Waste
3. Genesee County Road Commission   767-4920
4. Consumers Power Company - Gas    235-1511, Ext 251
5. Consumers Power Company - Electric 235-1511, Ext 287
6. Michigan Bell Telephone Company   768-0118

**38. PRIVATE WELLS**

If during the construction of this project the excavation and/or dewatering of the trench or drain channel causes a private well to fail, it shall be the Contractor's responsibility to provide a temporary water source for this individual.

**39. WORK ON STATE OR COUNTY PUBLIC RIGHT-OF-WAY**

Before commencing work on State or County Public Right-of-Way, the Contractor shall obtain all necessary permits and post all bonds for State highway work as will be required by these agencies. All work performed on Public Right-of-Ways shall be performed in accordance with the requirements of the Genesee County Road Commission and the Michigan Department of

Transportation (MDOT). The contractor shall be required to pay for all the costs of inspection incurred by MDOT when so billed by the Owner.

The Contractor shall be responsible within the Public Right-of-Way for any conditions due to improper workmanship or materials or any cause whatsoever attributable to operations included in this Contract, as evidenced by trench settlement, pavement failure, or other conspicuous defects or damage for a period of 2 years after the date of completion and acceptance. The 2-year period can only be waived by the execution of a performance agreement by and between the Contractor and the Genesee County Road Commission, in which case the terms of the agreement shall apply. It is further understood that trench settlement, defects or damage within the roadway will be forthwith corrected by the Contractor upon receipt of complaint attesting thereto within 10 days after written notice by the Owner.

Signs within the Public Right-of-Way shall be removed and replaced by the Genesee County Road Commission. The Contractor shall notify the Genesee County Road Commission 48 hours prior to requiring any sign removal. Costs shall be paid for by the Contractor and shall be incidental to construction.

The Contractor shall obtain a copy of the requirements and covenants of the Genesee County Road Commission for sanitary sewer and watermain installation within the limits of County highways, latest edition March 12, 1968, including Addendum of April 25, 1969, and abide by the regulations as set forth therein.

#### **40. RAILROAD CROSSINGS**

All construction work within Railroad Right-of-Ways shall be performed by the Contractor in accordance with the requirements of the Railroad Company. All costs of inspection incurred by the Railroad Company in conjunction with this project will be paid for by the Contractor when billed by the Owner. At the conclusion of this work, the Contractor shall furnish a written statement from the Railroad Company to the Owner that the work performed in the Railroads Right-of-ways, under their jurisdiction, has been completed to their satisfaction.

#### **41. CONNECTION TO EXISTING FACILITIES**

The Contractor shall not connect to an existing facility until the work completed under this project has been thoroughly approved by the Owner. For watermain construction, the Contractor shall not open or close existing valves on watermains without written permission of the Owner.

#### **42. EASEMENTS**

The Owner will provide all right-of-ways and easements in or beneath which drains, pipes and other structures will be constructed under this Contract. The Contractor shall take due and proper precautions to protect all adjacent

structures and shall hold himself strictly within the right-of-ways secured by the Owner.

In the event that the owner is unable to obtain right-of-ways before construction begins, the Contractor shall not be entitled to make or assert a claim for damage for said delay; but time for completion of the work will be extended to such time as the owner determines will compensate for the time lost by such delay.

Attention of bidders is directed to the fact that some of the easements obtained for this project may have conditional clauses contained therein. It shall be the Contractor's responsibility to make himself thoroughly familiar with any conditions of easements acquired by the Owner and to base his bid on such conditions. Failure to familiarize himself with easement conditions will not be considered a cause for extra compensation by the Contractor.

Areas disturbed on private easements shall be reasonably restored to their original condition. Restoration of these areas by the Contractor shall be subject to the same conditions as those disturbed within the Road Right-of-Way. Also, no topsoil shall be replaced while the ground is in a wet and/or muddy condition. The existing clean topsoil, free of debris, grease, roots, etc., encountered along the route of the construction in easements, shall be pushed back and preserved for use in restoration following completion of the sewer installation. The topsoil must remain on each easement parcel or lot where it exists. Removal of topsoil from the project or movement of topsoil from easements in one portion of the project to another portion of the project will not be allowed. The existing sand encountered along the route of the construction, where construction takes place within private easements, shall not be removed from each easement parcel and lot. Removal of sand from the project will not be allowed.

#### **43. FEDERAL AND/OR STATE AID**

For projects where the Owner has made an application for Federal and/or State Aid Funds for the construction of facilities, the Contractor shall check with the Owner prior to bidding for requirements. The Contractor shall agree to furnish all data required from him for such projects at no extra cost to the Owner.

#### **44. PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall restore, at his own expense, any public or private property damaged or injured in consequence of any act or omission on his part, or on the part of his employees or agents, to a condition equal or better than that existing before such injury or damage was done. If the Contractor neglects to restore or make good such damage or injury, the Owner may, upon 48 hours written notice, proceed to restore or make good such damage or injury, and to order the cost thereof deducted from any monies that are due or may become due the Contractor.

In cases where existing sewers, drains, gas service connections, telephone or electrical facilities, and water service connections are encountered, the

Contractor shall perform his operations in such a manner that service will be uninterrupted, and the cost thereof shall be at the Contractor's expense, unless otherwise provided. The methods used by the Contractor for maintaining and supporting utilities and their service connections shall be such as to avoid settlement of such utilities (before and after placing of backfill). Support details shall meet the approval of the Utility Company involved.

All trees and shrubs which are not designated to be removed shall be protected from injury by the Contractor. When excavating adjacent to trees or shrubs, the Contractor shall exercise due care and caution so as not to unnecessarily disturb or damage the roots of trees or shrubs. Roots that are exposed and injured during excavation shall be cut clean and smooth with an approved root pruning tool prior to backfilling. Other physical damage to the trunk or branches of trees and shrubs shall be repaired at the Contractor's expense by an approved tree service organization under the direction of the Owner.

Trees or shrubs damaged beyond repair, or removed without authorization, shall be replaced in kind or paid for by the Contractor, as directed by the Owner, prior to final acceptance of the project.

#### **45. MINIMUM WAGES**

For projects where State or Federal Aid has been obtained by the Owner, the Contractor shall meet all of the requirements of the Federal Government pertaining to minimum wages.

#### **46. EMPLOYMENT PRACTICES**

The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of such contract with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

#### **47. SAFETY PRECAUTIONS**

During the progress of the work, the Contractor shall maintain adequate facilities for the protection and safety of all persons and property. The Contractor and all his Subcontractors and suppliers shall comply with the following published documents:

1. General safety rules and regulations for the construction industry as published by Construction Safety Commission, Department of Labor, State of Michigan.
2. Construction Signing - Edition II, issued by MDOT.

3. Federal Safety and Health Regulations for Construction, Federal Register Volume 36 #22, as published by the Department of Labor, Bureau of Labor Standards.

#### **48. EROSION AND SEDIMENTATION CONTROL**

All work shall be carried out in conformance with the Soil Erosion on Sedimentation Control Act, Act No. 347, P.A. of 1972, as amended by Act 197, P.A. of 1974, and the applicable rules adopted by the Water Resources Commission.

Control Procedures:

1. All excavation shall be completed in such a manner so as to minimize the extent of disturbed earth.
2. All temporary and permanent facilities constructed for the conveyance of water around, through or from the project area shall be designed to limit the flow to a nonerrosive velocity.
3. All slopes, channels, ditches or any disturbed land area shall be stabilized immediately after final grading or final earth change has been completed.
4. Where it is not possible to permanently stabilize a disturbed area immediately after an earth change has been completed, or where the activity ceases for more than 30 days, interim stabilization shall be implemented within 5 days. All interim measures shall be maintained until permanent stabilization is affected.

#### **49. LIQUIDATED DAMAGES**

The Contractor shall pay the Owner as liquidated damages and not as a penalty, the sum of \$50.00 per each \$100,000 under contract per day for each and every calendar day that he may be in default of substantial completion of this project ready for use by the time specified in his proposal, or by the time to which such time may be extended for a good cause shown.

#### **50. JOB COMMUNICATION SYSTEM**

The Contractor shall have on the job site, at all times while construction is taking place, a phone system for use by the Owner, his representative and his Engineer. The system may be a permanent system or a portable system. The telephone number of said system is to be given to the Owner and his Engineer, prior to the starting of construction. The Owner shall reduce the payment to the Contractor by \$50/day for each occurrence for which a phone is not available, limited to a maximum of \$100 per day for the duration of the contract.