

PROJECT MANUAL

WILLIAMS TOWNSHIP

Wilder Road Water Main

MAY, 2025



1475 S. Washington Avenue, Saginaw, Michigan 48601
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www.kibbe.com **WAK No. 25-1247- 0107**

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SECTION 00020 - INVITATION TO BID

1.1 GENERAL

A. Williams Township will be receiving sealed proposals for the Wilder Road Watermain Project from Nine Mile Road to the East, approx. 2,150-LF.

B. Owner requests proposals on Work as follows:

1. Project: Wilder Road Watermain
Nine Mile Road to the East, approximately 2,150-LF
2. Project Addresses: Wilder Road, Bay County, MI
3. Owner: Williams Charter Township
Jerry Putt, Supervisor
Office: 989-662-4241
4. Architect/Engineer: William A. Kibbe & Associates, Inc.
1475 S. Washington Avenue
Saginaw, MI 48601
Office: 989-752-5000
Jay C. Wheeler, PE, Project Manager
(jwheeler@kibbe.com)
5. **Sealed Bids Due:** **By 3:00 pm Local Time, Thursday, June 5, 2025**
6. Place Due: Williams Township Offices
1080 W. Midland Rd.
Auburn, MI 48611
7. Type of Bidding: Prime/General Contract, to include All Trades Work
8. Label Sealed Bid: **WILDER ROAD WATERMAIN PROJECT**
"SEALED BID - DO NOT OPEN"
9. **Pre-bid Meeting:** **Not Applicable**

C. Sealed bid proposals must be on the forms furnished by the Architect/Engineer. Blank forms for bidding are included in the electronic bid documents, which can be obtained at the offices of:

1. William A. Kibbe & Associates
1475 S. Washington Avenue, Saginaw, MI 48601
Office 989-752-5000 | Fax 989-752-5002

2. PDF Files will be e-mailed to all bidders at no cost. If a printed set is requested, they will be provided at the cost of printing and postage. Notify the engineer in advance to make sure the printed sets are available prior to pick up.

D. Bid Opening:

1. Bids will be publically opened & read immediately after the receipt of bids.

E. Withdrawal:

1. Bids may not be withdrawn prior to 60 calendar days after actual date of opening bids.

F. Rejection:

1. Owner reserves the right to waive any informality or to reject any or all bids and to accept any bid deemed most advantageous to the Owner.

G. Bonding & Insurances:

1. 5% Bid Bond.
2. 100% Labor, Material & Performance Bonds will be required for this project, from the awarded bidder.
3. Certificate of Insurance will be required from the accepted bidder, per bid specification.

H. All other requirements for bidding are detailed in the Instruction to Bidders.

END OF SECTION 00020

SECTION 00101SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

These Supplemental Instructions to Bidders amend or supplement the Instructions to Bidders as indicated below. All provisions, which are not amended or supplemented, remain in full force and effect.

The terms used in these Supplemental Instructions to Bidders have the meanings assigned to them in the Instructions to Bidders, General Conditions, and as follows:

| | |
|-----------|---|
| OWNER: | WILLIAMS CHARTER TOWNSHIP 1080 W. Midland Rd. Auburn, MI 48611 |
| ENGINEER: | WILLIAM A. KIBBE & ASSOCIATES, INC., 1475 S. Washington Avenue, Saginaw, Michigan 48601 |

**WILDER ROAD WATERMAIN
WILLIAMS TOWNSHIP, BAY COUNTY**

_____, 2025

Williams Charter Township
1080 W. Midland Rd.
Auburn, MI 48611

ARTICLE 1 – CONTRACT PRICE

- 1.1 Having carefully examined the site of the proposed Work; being fully informed of the conditions to be met in the prosecution and completion of the Work; having read, examined and understood the Contract Documents and Drawings applicable to this Work; agreeing to be bound accordingly; the Bidder proposes to perform all services, and furnish all necessary labor, materials, and equipment to complete the construction indicated on the Drawings and described in the Contract Documents for the following unit prices as indicated on the following page(s):
- 1.2 It is agreed that the unit prices indicated shall be used for any additions or deductions in the Work.
- 1.3 All items necessary to complete the proposed project are deemed to be included in one or more of the bid items.

| <u>Item</u> | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Amount</u> |
|-------------|---|------------|-------------|-------------------|---------------|
| 1. | Connect to Existing Watermain | 2 | EA | \$_____ | \$_____ |
| 2. | 8" PVC Watermain C900 DR18 | 2,150 | LF | _____ | _____ |
| 3. | 8" x 6" Tee | 2 | EA | _____ | _____ |
| 4. | 8" 45 deg. Bend | 8 | EA | _____ | _____ |
| 5. | Remove ex. concrete and replace with 6" thk. concrete at driveway | 60 | SF | _____ | _____ |
| 6. | Fire Hydrant Approach per Bay County Dept. of Water & Sewer Detail | 2 | EA | _____ | _____ |
| 7. | 8" Valve & Box | 2 | EA | _____ | _____ |
| 8. | 6" Valve & Box | 2 | EA | _____ | _____ |
| 9. | Hydrant | 2 | EA | _____ | _____ |
| 10. | Cut in Hydrant on Ex. 8" WM, with 8" Sleeve, 8"x 6" Tee, 6" Valve & Box and Hydrant Assembly (Sta. 24+03) | 1 | EA | _____ | _____ |

SECTION 00300

BID

| | | | | | |
|-----|---|---|----|-----------------|-----------------|
| 11. | Cut in Hydrant on Ex. 8" WM, with 8" Sleeve, 8"x 6" Tee, 6" Valve & Box and Hydrant Assembly (Sta. 45+38) | 1 | EA | _____ | _____ |
| 12. | Chlorine Injection point | 1 | EA | _____ | _____ |
| 13. | Sample point | 1 | EA | _____ | _____ |
| 14. | Watermain Testing (Min. \$2,500) | 1 | LS | _____ | _____ |
| 15. | Lawn Restoration/Cleanup (Min. \$2,500) | 1 | LS | _____ | _____ |
| 16. | Construction Staking Allowance | 1 | LS | <u>1,500.00</u> | <u>1,500.00</u> |
| 17. | Water Main Testing Allowance | 1 | LS | <u>1,500.00</u> | <u>1,500.00</u> |

TOTAL BID\$_____

NOTE: The OWNER reserves the right to reduce the scope of the project if required to stay within available funding. Also, it is understood that the unit prices for the related bid items shall be used for additions or deductions in the actual work performed.

ARTICLE 2 – BIDS TO REMAIN FIRM

- 2.1 All Bids to remain firm for 30 calendar days after the Bid Opening.

ARTICLE 3 – CONTRACT TIME

- 3.1 If awarded the Contract, BIDDER agrees to prosecute the Work regularly and diligently to insure substantial completion including final cleanup and restoration within 60 calendar days of notice to proceed.
- 3.2 The Undersigned agrees that the amount of liquidated damages shall be the sum of Five Hundred Dollars (\$500.00) for each day that expires after the completion date until the Work is complete and accepted.
- 3.3 CONTRACTOR agrees to pay, in addition to liquidated damages, expenses arising from failure to complete within Contract time.

ARTICLE 4 – RECEIPT OF ADDENDA

- 4.1 Receipt of Addenda _____ is acknowledged.

ARTICLE 5 – BIDDER'S QUALIFICATIONS

- 5.1 The BIDDER agrees to furnish, upon request, a list of projects of a similar nature completed within the last five years.

ARTICLE 6 – WAIVER

- 6.1 The BIDDER certifies the Bid Price is correct and complete and that all information given in or furnished is correct, complete and submitted as intended. The BIDDER waives any right to:
- 6.1.1 claims he may now have or which may accrue to him.
 - 6.1.2 refuse to execute the Contract if awarded to him.
 - 6.1.3 demand the return of the Bid Security.
 - 6.1.4 be relieved from any obligation by reason of any errors, mistakes or omissions, subject to right of withdrawal of Bid as provided in the Instructions to Bidders.

ARTICLE 7 – BID NON-COLLUSIVE

- 7.1 The BIDDER certifies that this Bid is fair, genuine and not collusive or sham, and has not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid, to refrain from bidding, or in any way to fix the amount of this Bid or that of any other BIDDER, or to secure any advantage against the OWNER. The BIDDER further certifies that no officer or employee of the OWNER is personally or financially interested, directly or indirectly, in this Bid.

ARTICLE 8 – BID SECURITY

8.1 The Bid Security accompanying this Bid is in the following form:

- 8.1.1 Surety Bid Bond _____
- 8.1.2 Certified Check _____
- 8.1.3 Bank Draft _____
- 8.1.4 Cashier's Check _____

ARTICLE 9 – JOINT BID INFORMATION

9.1 Joint BIDDERS shall complete the following certificate:

| 9.1.1 | Firm Name | City | State |
|-------|-----------|-------|-------|
| | _____ | _____ | _____ |
| | _____ | _____ | _____ |
| | _____ | _____ | _____ |

9.1.2 We hereby authorize _____ to sign the Bid on behalf of the firms listed:

| | |
|--------------------|---------------|
| _____ Signature | _____ Firm |
| _____ Signature | _____ Firm |
| _____ Signature | _____ Firm |

ARTICLE 10 – CORPORATE CERTIFICATE

10.1 The same officer shall not execute both the Bid and the Certificate, unless only one person occupies all corporate offices.

10.2 I, _____, certify that I am the _____ of the corporation named as BIDDER herein; that _____, who signed the Bid on behalf of the corporation, was then _____ of the corporation by authority of its governing body, and is within the scope of its corporate powers.

| | |
|--------------------|---------------|
| _____ Signature | _____ Date |
|--------------------|---------------|

SECTION 00300BID

- 10.3 If a foreign corporation, the BIDDER states this corporation is qualified to and will register in Michigan.

ARTICLE 11 – SIGNATURE OF BIDDER

- 11.1 This Bid is submitted in the name of _____

Street City State Zip Code Phone

- 11.2 For the stated conditions and price(s), the Undersigned submits this Bid:

Signed this _____ day of _____, 20____.

By _____

(Name Printed)

(Title)

ARTICLE 12 – CONSTRUCTION STAKING ALLOWANCE

- 12.1 The contractor shall include, as part of the base bid, a fixed \$1,500 allowance to pay for the expenses of the Michigan licensed Surveyor to provide construction staking of the watermain.

ARTICLE 13 – WATERMAIN TESTING ALLOWANCE

- 13.1 The contractor shall include, as part of the base bid, a fixed \$1,500 allowance to pay for the expenses of the Engineer of all watermain testing and sampling.

SECTION 00430SUBCONTRACTOR LISTING

Bid is submitted on the basis of the use of the following Subcontractors:

| Work Item | Firm | City | % of work |
|-----------|-------|-------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Please note if work is to be performed by BIDDER. Failure to list Subcontractors with the Bid waives BIDDER'S rights to a change in Contract Time or Price or withdrawal of the Bid and Bid Security.

If BIDDER fails to complete this form, it will be understood that the BIDDER will be performing 100% of the work.

SECTION 00500AGREEMENT

This Agreement is dated as of the _____ day of _____ in the year 20____, between the Williams Charter Township 1080 W. Midland Rd. Auburn, MI 48611, (hereinafter called OWNER) and _____, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – WORK

- 1.1 CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents, generally described as follows:

ARTICLE 2 – ENGINEER

- 2.1 The Work has been designed by the firm of William A. Kibbe & Associates, Inc., who will act as ENGINEER on the Work.

ARTICLE 3 – CONTRACT TIME

- 3.1 The Work shall be substantially completed except for final cleanup and restoration within 30 calendar days of the Notice to Proceed.
- 3.2 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified. They recognize that the financial loss suffered by the OWNER in the event that CONTRACTOR fails to complete the Work within the Contract Time would be most difficult to determine damages accurately in any proceeding. Instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay but not as a penalty CONTRACTOR shall pay OWNER Five Hundred (\$500.00) Dollars for each day that expires after the completion date until the Work is complete.
- 3.3 CONTRACTOR agrees to pay, in addition to liquidated damages, expenses arising from failure to complete the Work within the Contract Time including expenses for engineering services, attorney's fees, technical services and administration costs.

ARTICLE 4 – CONTRACT PRICE

- 4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

_____ Dollars.

ARTICLE 5 – PAYMENT APPLICATION

- 5.1 CONTRACTOR to prepare and submit monthly payment request to ENGINEER for review. ENGINEER will prepare monthly and final estimates in accordance with the General Conditions.

ARTICLE 6 – PAYMENTS

- 6.1 OWNER will make monthly and final payments in accordance with the General Conditions.

ARTICLE 7 – CONTRACT DOCUMENTS

- 7.1 The complete Contract between OWNER and CONTRACTOR consists of the following:
- 7.1.1 Agreement
 - 7.1.2 Bid
 - 7.1.3 Bonds
 - 7.1.4 Notice of Award
 - 7.1.5 Standard Specifications for Bay County Department of Water and Sewer, dated July 21, 1992.
 - 7.1.6 Supplemental General Conditions
 - 7.1.7 Supplemental Summary of Work
 - 7.1.8 Additional Specifications
 - 7.1.9 Drawings
 - 7.1.10 Change Orders
 - 7.1.11 Addenda (numbers _____ through _____ inclusive)
 - 7.1.12 Bay County Road Commission – Permit Specifications

ARTICLE 8 – MISCELLANEOUS

- 8.1 Terms used in this Agreement are defined in the General Conditions.
- 8.2 Neither party shall assign or sublet, in whole or in part, any of its rights or obligations, including any monies due, or to become due, under the terms of the Contract Documents without the prior consent of the other party. This paragraph shall not be construed to limit the powers vested in the OWNER under the General Conditions.
- 8.3 The OWNER and CONTRACTOR each binds itself, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 00500AGREEMENT

- 8.4 The Contract Documents may only be altered, amended, or repealed by a Change Order.
- 8.5 Limitation of Liability. Anything contained in this Agreement to the contrary notwithstanding, the CONTRACTOR understands and agrees that any duty or obligation arising under this Agreement or otherwise on the part of OWNER shall not be enforced, compelled, sanctioned, or otherwise realized by requiring the Bangor-Monitor Metropolitan Water District to pay any party or other person any monies received by the Bangor-Monitor Metropolitan Water District under, pursuant to, or because of Michigan Public Act 51 of 1951, as amended.
- 8.6 Indemnification. The CONTRACTOR shall protect, defend, indemnify, and hold the OWNER and its members, employees, and agents harmless from and against any and all losses, penalties, damages, professional fees, including attorney fees and all costs of litigation and judgements arising out of any willful misconduct or negligent act, error or omission of the CONTRACTOR, its subcontractors, agents or employees, arising out of or incidental to the performance of the Agreement or work performed thereunder, including any claim(s) brought against the OWNER, its members, employees or agents by any employee of the CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way by the agreed-upon total contract fee specified in this Agreement or the CONTRACTOR'S limit of, or lack of, sufficient insurance protection. The parties agree that one percent (1%) of the total compensation to the CONTRACTOR for the performance of services authorized by this Agreement is specific consideration for the CONTRACTOR'S indemnification of the OWNER.

ARTICLE 9 – CORPORATE CERTIFICATED AND SEAL

- 9.1 CONTRACTOR, if a corporation, shall cause the following certificate to be executed. The same officer shall not execute this Agreement and the certificates unless only one person occupies all corporate offices.

CORPORATE CERTIFICATION

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

(Signature)_____
(Date)

(CORPORATE SEAL)

ARTICLE 10 – SIGNATURES

10.1 IN TESTIMONY WHEREOF, the parties hereto have executed this contract in five (5) counterparts, each of which shall be deemed an original, the day and year first above written.

CONTRACTOR

WITNESS _____

(Contractor)

By:

(Signature)_____
(Print Name)_____
(Title)

WILLIAMS CHARTER TOWNSHIP

WITNESS _____

WITNESS _____

WITNESS _____

SECTION 00610

PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ a Corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Michigan, as Surety, are held and firmly bound unto Williams Charter Township, of 1080 W. Midland Rd., Auburn, MI 48611, as obligee, and hereinafter called OWNER in the just and full sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment whereof the Principal and surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly be these present.

WHEREAS, the above Principal has entered into a written Contract with the Owner, dated the _____ day of _____, 20____, for _____ in accordance with plans and specifications prepared by _____, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein.

NOW, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said Contract, and shall defend, indemnify and save harmless the OWNER against any and all liens, encumbrances, damages, demands, expenses, costs and charges of every kind except as otherwise provided in said Contract Documents, arising out of or in relation to the performance of said Work and the provisions of said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one year from the date of final acceptance, then this obligation shall be null and void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be in the terms of said Contract, or in the Work to be done under it, or the giving by the part of the first part of said Contract, any extension of time for the performance of said Contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder. Notice to the Surety of any alterations, extensions of or any forbearance being hereby waived.

Signed and sealed this _____ day of _____ A.D., 20____.

WITNESS:

PRINCIPAL:

_____(Seal)

WITNESS:

SURETY:

By _____
Title _____(Seal)

CLAIMS ARE TO BE FILED WITH:

Name _____
Street Address _____
City _____ State _____ Zip _____
Phone _____

SECTION 00620

PAYMENT BOND

PAYMENT BOND
(Under Act 213 of 1963)

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ a Corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Michigan, as Surety, are held and firmly bound unto the Williams Charter Township, of 1080 W. Midland Rd., Auburn, MI 48611, as obligee, and hereinafter called OWNER in the just and full sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment whereof the Principal and surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly be these present.

WHEREAS, the above Principal has entered into a written Contract with the Owner, dated the _____ day of _____, 20____, for _____ in accordance with plans and specifications prepared by _____, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein.

AND WHEREAS, this bond is given in compliance with subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963, as amended by subsequent acts to date.

NOW THEREFORE, the condition is that if the Principal and his Subcontractors shall make all payment as they become due and payable of all amounts owing to Subcontractors and to parties supplying labor or materials to the Principal or to his Subcontractors in the prosecution of the Work provided for in said Contract (intending to include herein all claimants as defined in Section 6 of Act 213 of 1963, as amended), then this obligation shall be void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said Contract, or in the Work to be done under it, or the giving by the part of the first part of said Contract, any extensions of time for the performance of said Contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder. Notice to the Surety of any alterations, extensions of or any forbearance being hereby waived.

Signed and sealed this _____ day of _____ A.D., 20____.

WITNESS:

PRINCIPAL:

_____(Seal)

WITNESS:

SURETY:

By _____
Title _____(Seal)

CLAIMS ARE TO BE FILED WITH:

Name _____
Street Address _____
City _____ State _____ Zip _____
Phone _____

SECTION 00660

AFFIDAVIT

CONTRACTOR'S AFFIDAVIT OF COMPLETION

STATE OF MICHIGAN)
COUNTY OF _____) SS

_____, Contractor

being duly sworn, deposes and says that he entered into a contract with Williams Charter Township, of 1080 W. Midland Rd., Auburn, MI 48611, on the _____ day of _____, 20____, for the construction of _____ and appurtenances in the Township of Williams.

Deponent further says that the Work under the terms of the said contract has been completed and all indebtedness incurred by him to subcontractors, material-men, and laborers in his employ has been paid in full.

Deponent further says this affidavit is furnished before final payment, or before five (5%) percent withheld in accordance with the provisions stated in said contract may be reduced.

Further, deponent saith not.

WITNESS:

SIGNED:

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____ County _____

My commission expires: _____

CONSENT OF SURETY

We, as Surety on the above described contract, hereby give our consent to the payment to the Contractor as indicated above.

Signed: _____ Date: _____
(Attorney-in-fact)

SECTION 00800SUPPLEMENTAL GENERAL CONDITIONS**SUPPLEMENTAL GENERAL CONDITIONS**

These Supplemental General Conditions amend or supplement the General Conditions of the Bay County Department of Water and Sewer "Standard Specifications for Construction," issued July 21, 1992, as indicated below. All provisions, which are not amended or supplemented, remain in full force and effect. The terms used in these Supplemental General Conditions have the meanings assigned to them in the General Conditions.

ARTICLE 5 – Bonds and Insurance

Add a new Sub-Article 5.3.5 of "Contractor's Liability Insurance", to read as follows:

5.3.5 Additional named insured shall include:

1. Williams Charter Township, of 1080 W. Midland Rd., Auburn, MI 48611
2. Board of County Road Commissioners of the County of Bay
3. Bay County Road Commission
4. Bay County Department of Water and Sewer
5. William A. Kibbe & Associates, Inc.

ARTICLE 6 – "Contractor's Responsibilities"

Add a new Sub-Article 6.18 entitled "Permits and license" which is to read as follows:

5.18 Permits and License:

State construction permits and authorization to work within the Rights of Way, easement, or land under the jurisdiction of the listed agencies or individuals have been obtained by the OWNER. The easements, permits or authorization may be included in these Contract Documents as Exhibits. The CONTRACTOR shall be responsible for familiarizing himself with those items.

The CONTRACTOR shall comply and perform all work in accordance with the stipulations and requirements of each permit, authorization or easement document. The cost of performing all work in compliance with all stipulations and requirements of each permit, authorization or easement document shall be considered incidental to the project.

The CONTRACTOR shall secure all additional permits (other than those obtained by the OWNER), bonds, insurance, employee expenses, construction items shown on the permit, authorization or easement document not specifically shown on the Plans, etc., but required by the agency or person issuing the permit, authorization or easement. This includes obtaining permits from the Bay County Road Commission, the Bay County Drain Commissioner's Office, and the County Soil Erosion and Sedimentation Control Agency.

ARTICLE 14 – "Payment and Completion"

Add a new Sub-Article 14.21 of "Liquidated Damages and Expenses", which is to read as follows:

- 14.21** If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay the OWNER the amount for liquidated damages as specified in the Agreement for each calendar day that the CONTRACTOR shall be in default after the time

SECTION 00800SUPPLEMENTAL GENERAL CONDITIONS

stipulated in the Contract Documents. The liquidated damages charged shall be deducted from the CONTRACTOR'S progress payments.

The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the CONTRACTOR has promptly given written notice of such delay to the OWNER or ENGINEER.

1. To any preference, priority or allocation order duly issued by the OWNER.
2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a Contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
3. To any delays of subcontractors occasioned by any of the causes specified in Items 1 and 2 of this article.

In addition to liquidated damages, all engineering and inspection costs incurred after the specified completion date shall be paid by the CONTRACTOR to the OWNER prior to final payment authorization. Charges shall be made at such times and in such amounts as the ENGINEER shall invoice the OWNER, provided, however, said charges shall be in accordance with the ENGINEER'S current rate schedule at the time the costs are incurred. The OWNER shall deduct the engineering and inspection costs incurred after the specified completion date shall be deducted from the CONTRACTOR'S Progress Payments.

ARTICLE 16 – "Miscellaneous"

Add new Sub-Article 16.3 and 16.4, which are to read as follows:

- 16.3 When construction is proposed within County Road Right of Way, the CONTRACTOR shall obtain the required permit from the Bay County Road Commission for the work. The CONTRACTOR shall also furnish the required surety bond and comply with all other County regulations governing construction operations within Rights of Way. All costs are to be paid by the CONTRACTOR and shall be included in the prices bid for the work.

The Road Commission permit to the CONTRACTOR will include the road signing and traffic control requirements for this project.

Prior to the commencement of any work on the project, the CONTRACTOR shall prepare drawings in accordance with the Michigan Manual of Uniform Traffic Control Devices, setting forth the temporary Road signing and traffic control they will be erecting and maintaining during the construction of the project. This material shall be submitted to the Bay County Road Commission and receive their approval before the start of construction.

Prior to the start of construction each work day and during the progress of the work, the Resident Project Representative will conduct on-site observations of the temporary road signs and traffic control to determine if they are erected and maintained in accordance with the drawings prepared by the CONTRACTOR, and approved by the Bay County Road Commission.

The Resident Project Representative will report to both the CONTRACTOR and OWNER if the temporary road signs and traffic control are not erected and maintained by the CONTRACTOR in accordance with the drawings approved by the Bay County Road Commission, and advise the CONTRACTOR in writing that the work shall not start, or stop if started, and that there will be no further work until the road signs and traffic control are erected and maintained in accordance with the drawing approved by the Bay County Road

SECTION 00800SUPPLEMENTAL GENERAL CONDITIONS

Commission, or in accordance with any change in said drawings approved by the Bay County Road Commission.

No payments will be made to the CONTRACTOR for any work undertaken while a stop work order is in effect.

Any delays or costs incurred by the CONTRACTOR as a result of a stop work order for signing or traffic control will be the responsibility of the CONTRACTOR, and no additional money or time will be allowed for the CONTRACTOR'S failure to comply with this provision.

Any disputes on the acceptability of the temporary road signs or traffic control will be referred to the Bay County Road Commission who will determine the acceptability.

- 16.4 Pavement restoration is to include, but not limited to, all aggregate, subbase, compaction, temporary cold patch, and asphalt necessary to restore pavement areas indicated on the plans to Bay County Road Commission Specifications.

End of Section

INDEX OF PLANS

Part 1 General

1.01 Description

The Plans bearing the general title of Wilder Road Watermain and dated May 2025, are included with and form a part of the Contract Documents for this Project.

1.02 List of Plans

| <u>SHEET NUMBER</u> | <u>TITLE</u> |
|---------------------|--|
| TS through C2.4 | Wilder Road Water Main – Nine Mile Road East |

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

End of Section

SECTION 01010SUPPLEMENTAL SUMMARY OF WORK

SUPPLEMENTAL SUMMARY OF WORK

Part 1 General

This Supplemental Summary of Work amends or supplements the Bay County Department of Water and Sewer "Standard Specifications for Construction" issued July 21, 1992, as indicated below. All provisions, which are not amended or supplemented, remain in full force and effect.

Add a new Sub-Article – Entitle "Miscellaneous" and the following Sub-Articles, which shall read:

1.09 Miscellaneous:

1.09.1 Work Covered by Contract Documents

This project consists of the following approximate quantities of work located in Williams Township, Bay County, Michigan:

2,150 LF – 8" Watermain and Appurtenances

1.09.2 Alternatives

Deductive Alternate bids will not be accepted for this project.

1.09.3 Work by Others

The ENGINEER is not aware of any work by others within the project area that would affect construction.

1.09.4 Future Work

The OWNER does not presently contemplate any future work, which would affect the Contract.

1.09.5 Coordination

It shall be the responsibility of the CONTRACTOR to coordinate his work with his subcontractor(s) (if any) in such a manner so as to avoid interference and delays in the areas of common construction activities.

The CONTRACTOR shall also be responsible for coordinating the opening or closing of any existing watermain valves with the Bay County Department of Water & Sewer and the Bangor-Monitor Metropolitan Water District. Shutdown of any watermain valves shall be held for a minimum length of time. Temporary connections may be required. The CONTRACTOR shall be responsible for the proper notification of all water customers before an existing main is shut off.

The CONTRACTOR shall also be responsible for coordinating the relocation of existing utilities in areas of conflict with proposed watermain with the appropriate utility company.

The CONTRACTOR shall also be responsible for coordinating his work with the Bay County Dept. of Water & Sewer for connection to new watermain. Contractor to establish rough grade after installation of mainline pipe and coordinate restoration after service line connections are made by Bay County DWS if this work is not done by the successful bidder.

SECTION 01010**SUPPLEMENTAL SUMMARY OF WORK**

1.09.6 Availability of Lands

All existing public streets, public roads and easements throughout the project are under the jurisdiction of the Board of County Road Commissioners, County of Bay, and the Bay County Drain Commissioner. Soil erosion is under the jurisdiction of the County. As hereinbefore specified, the CONTRACTOR shall abide by all rules and regulations of said agencies. The CONTRACTOR shall pay all costs in connection with the permits including initial permit fees as the agencies may charge to insure compliance with their requirements.

1.09.7 Contractor's Use of Premises

The CONTRACTOR shall maintain his construction operations within the presently existing road right-of-way and established easements throughout the project. In the event that the CONTRACTOR deems it necessary or advisable to operate beyond the limits of the existing right-of-way and established easements, he shall be responsible for making special written agreements with the property owners and shall furnish such copies of agreements to the OWNER and ENGINEER prior to entering said properties.

1.09.8 Salvage of Material and Equipment

Any manhole frames, fire hydrants, valves, piping and similar materials (as designated on the Plans or as directed by the ENGINEER) that are removed and not replaced as a part of this project shall be salvaged by the CONTRACTOR for the OWNER. All salvaged materials shall be delivered by the CONTRACTOR, if desired by the OWNER, to the WILLIAMS CHARTER TOWNSHIP, of 1080 W. Midland Rd., Auburn, MI 48611.

End of Section

SECTION 01015ADDITIONAL SPECIFICATIONS

ADDITIONAL SPECIFICATIONS

Part 1 General

These additional articles amend or supplement the Bay county of Water and Sewer "Standard Specifications for Construction", issued July 21, 1992, Sections as indicated below. All provisions which are not amended or supplemented remain in full force and effect.

Section 01500: "TEMPORARY FACILITIES AND CONTROLS – GENERAL"

Add to Article 1.04 entitled "Special Controls", which is to read as follows:

- C. Driveways: Homeowners shall be notified by CONTRACTOR 24 hours in advance of any driveway closing due to construction or restoration. Driveway closures shall not exceed 24 hours without the permission of the OWNER, ENGINEER, and the resident.

Section 02713: "WATERMAINS"

Revise Sub-Article B, Article 1.04 to read as follows:

- B. Service Lines: Will be paid for on a unit basis for complete installation as detailed and specified including tubing of the size indicated, curb stop and box, watermain saddle, corporation stop, tapping of main, and roadway bore when indicated.

Section 02713: "WATERMAINS"

Add to Paragraph 1 of Sub-Article A, Article 2.04, the following:

Double thickness cement mortar lining and coal tar enamel coating to be used on the outside of fittings. All fittings shall be Mechanical Joint unless otherwise noted.

Section 02713: "WATERMAINS"

Add a new Sub-Article C, Article 2.06 which is to read as follows:

- C. General: All hydrants shall be breakaway flange type.

The CONTRACTOR shall have the manufacturer check the order to verify compliance with the Bay County Department of Water & Sewer Specifications.

Each hydrant shall be furnished complete with one 6" auxiliary valve and box.

The hydrant's inlet joint and auxiliary valve joints shall be push on or mechanical for standard and mechanical on Type P hydrants.

Standard hydrant leads shall consist of pipe material as used for watermain construction. Type P hydrant leads shall consist of anchoring couplings (F-1215) and anchoring pipe with one and solid gland and the other Roto-Right gland (F-1218) by Clow., and standard mechanical fittings where applicable. TCIW-M.J. hydrant tee with fittings, clamps and rods, or equal may be substituted.

SECTION 01015ADDITIONAL SPECIFICATIONS

Section 02713: "WATERMAINS"

Add a new Sub-Article F, Article 2.09, which is to read as follows:

F. Watermain Plugs

All plugs on existing and new watermain shall be standard watermain plugs as supplied by a pipe manufacturer for the type material to be plugged. Plugs shall be mechanical joint and shall be watertight and blocked as detailed in the Bay County Department of Water & Sewer "Standard Specifications for Construction" issued July 21, 1992.

Section 02713: "WATERMAINS"

Add a new Sub-Article D, Article 2.08, which is to read as follows:

D. Corporation Stops

Corporation stops shall be located on watermain piping as shown on the Plans or as directed by the ENGINEER.

On 6" watermain pipe and all PVC watermain pipe, all 1 inch taps shall be made using single strap saddles. All taps larger than 1 inch but less than 2 inch taps shall be made using double strap saddles. Saddles and straps shall be all bronze, Mueller, Baker or equal with AWWA tapped threads.

Where a 2 inch connection is required on any pipe diameter, a tee with a 4 inch outlet and 2 inch tap in plug shall be installed to accommodate the 2 inch pipe.

No tap shall be made closer than 18 inches to any coupling or joint in the pipe.

Section 02713: "WATERMAINS"

Add a new Sub-Article 3.03.A.5, to be read as follows:

5. Notification

CONTRACTOR shall be required to have a representative from the Bay County Department of Water & Sewer and/or a representative from the Bangor-Monitor Metropolitan Water District present during the closing or opening of any existing watermain valves required to permit construction of the proposed watermain. The CONTRACTOR shall notify the OWNER and ENGINEER a minimum of 36 hours prior to closing or opening of any existing watermain valves to allow scheduling of the appropriate Water Department to be present.

The CONTRACTOR shall furnish, at his own expense, all labor and "costs" necessary to properly notify all water customers before an existing main is shut-off and shall make arrangements with the Bay County Department of Water & Sewer and/or a representative from the Bangor-Monitor Metropolitan Water District to close the necessary valves. The CONTRACTOR shall furnish all labor and tools as required.

Section 02713: "WATERMAINS"

Add the following language at the end of Sub-Article B:8F, Article 3.04:

No water samples for analysis shall be drawn from a fire hydrant.

SECTION 01015ADDITIONAL SPECIFICATIONS

Section 02713: "WATERMAINS"

Add a new Sub-Article C entitled "Reports" to Article 3.04, which is to read as follows:

C. Reports

A complete field report of the locations of all tees, crosses, curb stops, valves, and service leads shall be submitted to the ENGINEER at the end of each section of the project or on the last day of each week, which ever comes first.

The complete field report shall include witnessing by the CONTRACTOR of all tees, crosses, curb stops, valves, service leads, and any other items which are not located on or above the ground surface. Witnessing shall consist of recording three horizontal distances to the nearest foot from the item being witnessed to the three permanent structures, with the lines of measurement at minimum angles of 45 degrees with respect to one another. Witnessing shall also include recording of depth to nearest one-half foot from the top of pipe to the finish ground surface. No payment will be made for unwitnessed installations or for improperly witnessed installations.

Section 02990: "PERMIT RULES, STANDARDS AND SPECIFICATIONS ADOPTED SEPTEMBER 8, 1992"

Add new Section 02990 by reference entitled Permit Rules, Standards and Specifications adopted September 8, 1992, by the Board of County Road Commissioners, County of Bay Michigan, in its entirety. This section shall apply for construction within the Bay County Road Commission right-of-way.

ALL AGGREGATE IN ROADWAY CONSTRUCTION SHALL BE 23A AGGREGATE, 100% CRUSHED LIMESTONE, UNLESS OTHERWISE NOTED.

End of Section