

1. GENERAL

These Supplementary Conditions are a part of the Contract Documents for the **Project Name** project. The requirements herein specified supplement and/or supersede those contained elsewhere in the Contract Documents.

A. General Conditions, Article 7, Permits and Regulations

The Contractor is responsible for making all arrangements for inspection and the payment of fees to permitting agencies. Owner will reimburse Contractor for permitting fees via the Allowance for Permit Fees in the Proposal. Permits required for this project include the following:

MDOT Individual Construction Permit No. 63151-082822-22-042622
Michigan Department of EGLE Part 399 Permit No. W224049
City of Pontiac Right-of-Way Permit No. 22-01140
Oakland County Water Resources Commissioner Water Main Extension permit No. 0320-2021
Oakland County Water Resources Commissioner Soil Erosion Permit No. TBD

Copies of the permits obtained prior to bid are included in these specifications.

B. General Conditions, Article 11, Testing and Sampling

Add the following:

The Owner will arrange to have all soil compaction tests and concrete quality control tests, including concrete compression tests, performed by an independent testing laboratory, in accordance with the specifications. Copies of test reports shall be furnished to the Owner and distributed to parties designated by the Owner, including the Contractor.

C. General Conditions, Article 19 Safety and Protection

Paragraph Q
Add the following:

Contractor is required to have a Covid-19 Safety program in place. Prior to starting Work, Contractor shall provide a copy of their Covid-19 Safety Program for review by the Owner's Safety Representative. Contractor is required to comply with all Federal, State, County, and City laws, rules, mandates, and other requirements regarding Covid-19.

D. General Conditions, Article 20, Contractor's Supervision and Organization

Paragraph A
Replace the third sentence with the following:

The Contractor shall, always during the prosecution of all the Work maintain a competent full-time on-site superintendent and all necessary foremen and assistants on the Site of the Work through Final Completion of the Work.

Paragraph E

Replace Paragraph E with the following:

The Contractor is not required to maintain an office on the Site of the Work, or at some convenient location adjacent thereto. However, should the Contractor desire to have an office, the location of said office shall be approved by the Owner, and the Contractor shall coordinate and pay for all temporary power, water, phone service, and other utilities for their office as required.

E. General Conditions, Article 22, Submittals

Paragraph B

Replace the first sentence with the following:

Where called for in the Contract Documents, the Contractor shall submit required Submittals for review in electronic PDF format as may be required via the document exchange website (i.e. Basecamp, Dropbox, Procore, Submittal Exchange, Newforma, etc.) set up for the Project or by other means such as e-mail if designated by the Engineer. Hard copies in general are not required unless specifically requested by the Engineer and shall be provided at no additional cost to Owner if requested.

F. General Conditions, Article 32, Clean Up and Restoration

Add the following:

While no specific bid item has been created for repair of sprinkler systems, decorative fences, railroad ties, decorative plantings, under drains, drain tiles, electronic pet fencing, etc., the Contractor shall be responsible to locate, protect and restore those areas equal to what existed prior to the start of construction at no additional cost to the project. The Contractor shall promptly restore sprinkler systems to working order by making temporary or permanent repairs within five days of the initial disruption and electronic pet fencing shall be repaired within 24 hours of being damaged.

G. General Conditions, Article 38, Sunday, Holiday, and Night Work

Add the following:

The Contractor shall limit the hours of operation from 7:00 A.M. to 7:00 P.M., Monday through Saturday. Prior authorization shall be obtained from the City of Pontiac and the Owner to extend these working hours and/or to continue work on Sundays. Contractor shall notify Owner's on-site representative, RPR, and Resident Engineer of Saturday work by no later than 12:00 PM noon on Friday.

Work shall be suspended during the following days listed unless pre-approved:

Memorial Day

Independence Day

Labor Day

Thanksgiving Day plus the following day

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day
Good Friday

H. General Conditions, Article 39, Scheduling

Add the following:

Contractor's Scheduler shall prepare two-week look-ahead schedules and present such schedules at the Progress Meetings. Progress meetings will take place every two weeks and as-needed as determined by Owner. Copies of the two-week look-ahead schedules shall be provided by Contractor to Engineer and Owner every Monday and at or before each Progress Meeting.

I. General Conditions, Article 50 Insurance-Other Requirements

Paragraph C.3)

Add the following:

Contractor shall include the following as Additional Insureds in their Commercial General Liability Insurance, Automobile Liability Insurance, Umbrella Liability Insurance, and Owners and Contractors Protective (OCP) Liability policy:

Jim Nash, Oakland County Water Resources Commissioner

County of Oakland, its employees, agents, and/or authorized representatives

The City of Pontiac, its employees, agents, and/or authorized representatives

Michigan Department of Environment, Great Lakes, and Energy, its employees, agents, and/or authorized representatives

Michigan Department of Transportation, its employees, agents, and/or authorized representatives

Hubbell, Roth & Clark, Inc., its employees, agents, and/or authorized representatives

J. General Conditions, Section 50, Insurance and Indemnification, Article A.a.iv. Owners and Contractors Protective (OCP) Liability

Delete this paragraph in its entirety.

K. General Conditions, Section 50, Insurance and Indemnification, Subsection A.a.vii. Railroad Protective Liability

Delete this paragraph in its entirety.

L. General Conditions, Section 50, Insurance and Indemnification, Subsection A.a.viii Professional Liability

Delete this paragraph in its entirety.

M. Bid Items

The method of measurement and the basis of payment for each bid item in the Proposal will be as specified in the Contract Documents. The items are generally grouped by the section of the Specifications under which the unit of work is detailed. There will be no payment allowed for any unit of work not specifically mentioned in the Proposal as a Bid Item, and any such unit of work not mentioned in the Proposal, but necessary for the completion of the Project, shall be considered as incidental and the cost shall be included in other prices bid in the Proposal.

N. Measurement

Quantities of work completed under the Contract will be measured by the Engineer according to the United States standard measures. When measurements are stated in miles, stations, acres, feet, they will be ground level measurements unless specified otherwise. Where measurements are specified to be "in place," they will be taken along the actual surface of the completed item to obtain linear, area, or volume measurements.