

CHAPTER 4  
GENERAL CONSTRUCTION  
REQUIREMENTS

## GENERAL CONSTRUCTION SPECIFICATIONS

1. INSURANCE - The Developer shall furnish a Municipality's Protective Policy for the Municipality affording limits of not less than \$1,000,000 per occurrence for personal injury liability property with an aggregate of \$2,000,000 or those minimum limits as required by the Municipality, whichever is greater. In addition, the Developer shall provide XCU coverage against loss due to perils of explosion, collapse, and underground hazards. These limits are minimum values, and may be higher depending upon the Municipality.
  - a. In the policies to be issued, the named insured shall include the Municipality and the Municipal Engineer. The original policy shall be given to the Municipality with a certificate copy to be given to the Municipal Engineer. The policy shall also provide that it shall not be cancelled unless the Municipality and the Municipal Engineer have been given thirty (30) days advance written notice of cancellation.
  - b. The Developer shall not commence work, nor shall he allow any contractor or subcontractor to commence work, under this contract until the above insurance requirement has been complied with and approved by the Municipality.
2. SAFETY - The Contractor shall comply with, and be responsible for knowledge of, all current, applicable requirements of all Federal and State of Michigan Occupational Health and Safety regulations during construction of the proposed development.
3. ORAL AGREEMENTS - No oral order, objection, claim or notice by any party shall affect or modify any of the requirements of the Municipal Standards or other related ordinances and regulations.
4. SUPERINTENDENCE - The Developer shall give his personal superintendence to the work, or have a competent foreman or superintendent, satisfactory to the Municipal Engineer and the Authority, on the work site at all times.
5. COMPLIANCE WITH LAW - The Developer shall give all notices required by, and comply with, all applicable laws, ordinances, and codes of the local, State and Federal Governments. All disconnections and demolition shall comply with all applicable ordinances and codes, including all written waivers. Before beginning the work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes, and shall immediately report any discrepancy to the Municipality. Should the Contractor fail to observe the foregoing provisions and do work at variance with any applicable ordinances or code including any written waivers (notwithstanding the fact that such methods are in compliance with the Technical Specifications), the Contractor shall correct the methods of doing such work without cost to the Municipality.

6. CONSTRUCTION OBSERVATION - The Municipality and its representative shall have access to observe the work wherever it is in preparation or progress at all times. The Developer shall provide proper facilities for access and for observation. Such observation shall not relieve the Developer from any obligation to furnish materials and perform the work strictly in accordance with these specifications.

The Municipality shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the premises without charge to the Municipality. Should it be considered necessary or advisable by the Municipality, at any time before final acceptance of the entire work, to make an examination of work already completed, by removing or tearing out same, the Developer shall, on request, promptly furnish all necessary facilities, labor, and materials. If the work is found to be defective in any material respect, due to fault of the Developer or his contractors), the Developer shall defray all the expenses of such examination and of satisfactory reconstruction.

If, however, the work is found to meet the requirements of the Municipality, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent, shall be allowed the Developer. The Developer shall cooperate with the Municipality and furnish such assistance as may be required in order to facilitate inspection and for the purpose of laying out principal reference lines or points. Any work which, during its progress and before its final acceptance, becomes damaged from any cause, the work shall be removed and replaced by good satisfactory work at the Developer's expense.

7. PROTECTION OF WORK - The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Municipality's and adjacent property from injury arising in connection with his construction, and shall be responsible for all damage and/or injury caused by or arising out of his operations.
8. USE OF JOB SITE - The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinances, permits or directions of the Municipality and shall not encumber the premises with his materials.
9. PLANS AND SPECIFICATIONS - The Contractor shall keep on the work site a copy of the drawings and specifications.
10. SUNDAY AND NIGHT WORK - The Contractor may prosecute work during the hours of daylight, defined as 7:00 a.m. through 10:00 p.m. No work will be permitted at night, on Sundays, or on holidays unless specifically authorized or directed by the Municipal Engineer or Municipality.

11. SHOP DRAWINGS - After checking and verifying all field measurements, the Developer will submit to the Municipal Engineer, for approval, five copies (or at the engineer's option, one reproducible copy) of all shop drawings, which shall have been checked and approved by the Developer. The Developer shall be responsible for their submission at the proper time so as to prevent delays and delivery of materials. A minimum of 10 work days shall be allowed for checking and processing shop drawings.

The data shown on the shop drawings shall be complete with respect to the dimensions, design criteria, materials of construction, and the like to enable the Municipal Engineer to review the information as required. All details shall show clearly the relations of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for approval.

All submissions shall be referenced properly to indicate clearly the locations, service, and function of each particular item. At the time of each submission, the Developer will, in writing on such drawings, call the Municipal Engineer's attention to any deviation that the shop drawing may have from the requirements of the contract documents. The Municipal Engineer will check such shop drawings with reasonable promptness, but this checking and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The approval of shop drawings shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory.

Approval of such drawings will not relieve the Developer of the responsibility for any error, which may exist. The Developer shall be responsible for the dimensions and design of adequate connections and details, and satisfactory construction. The Developer will make any corrections required by the Municipal Engineer and return the required number of corrected copies of shop drawings. The approval of a separate item, as such, will not indicate approval of the assembly in which the item functions.

No work requiring a shop drawing shall be proceeded with until the submission has been approved by the Municipal Engineer. The Municipal Engineer's approval of shop drawings shall not relieve the Developer from his responsibility for any deviation from the Requirements of the contract documents, unless the Developer has, in writing on such drawings, called the Municipal Engineer's attention to such deviation at the time of submission and the Municipal Engineer has given written approval to the specific deviation, nor shall it relieve the Developer from errors or omissions in the shop drawings.

12. BOUNDARY MARKER REPLACEMENT - The Developer shall have replaced by a Professional Surveyor, at the Developer's own expense, all section corners, property corners or boundary markers of any type or material that may be damaged or destroyed by his operation.

13. HOLD HARMLESS AGREEMENT - "The Developer shall indemnify and save harmless the Municipality, its officers, agents and employees, and all Additional Named Insured's, for and from all claims, demands, payments, suits, actions, recoveries, and judgments of every kind and description brought or recovered against any or all of them for or on account of any injuries to or debt of any person or any other loss or damage to persons or property by reason of the performance of the work of the project, and for any liability or obligation imposed directly or indirectly upon the Municipality or any of the additional named insured's by reason of any law of the State of Michigan or of the United States now existing or which shall hereafter be enacted, imposing any liability or obligation or providing for compensation to any person or persons on account of or arising from the death or injuries to any municipal employee or employee of the Developer, or any of its agents, contractors or subcontractors.

The Developer shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense, any and all claims, demands, suits, and actions made or brought against the Municipality, its officers, agents, or employees, and all additional named insured's for or upon any such claim. In case the Developer shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the Municipality, its officers, agents or employees, or any additional named insured may at its option, but without obligation to do so, in order to protect itself and any additional named insured from liability, defend such claim, demand, suits or action, and pay, settle, compromise, or procure the discharge thereof, in which case the Developer shall repay the Municipality including the attorneys fees paid, suffered or incurred by the Municipality, its officers, agents, or employees, or such additional named insured.

Nothing in this paragraph shall be construed to apply whenever the damages arising out of bodily injury to persons or damage to property are caused by or result from sole negligence of any promisee or indemnity hereunder, its agents or employees.

14. BONDS AND OTHER SURETY GUARANTEES - All bonds, surety guarantees, escrow accounts, etc., shall be in effect for a period of one year after final acceptance of all construction by the Municipality.