# INSTRUCTIONS TO PROPOSERS

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**Statewide**

**Design-Build-Operate-Maintain Project**

**National Electric Vehicle Infrastructure (NEVI)**

**Round 1**

**Job Number: 217941**

**Addendum ~~1~~ 2**

**October ~~17~~ 23, 2023**

Michigan Department of Transportation

# Table of Contents

**1 Introduction and Summary ..... 1-1**
1.1 General Information ..... 1-1
1.1.1 Definitions and Acronyms ..... 1-1
1.1.2 Project Locations ..... 1-1
1.2 Project Description ..... 1-1
1.2.1 Project Goals ..... 1-1
1.2.2 Scope of Project Company's Obligations ..... 1-2
1.2.3 Project Environmental Status ..... 1-2
1.2.4 Project Programming Status ..... 1-3
1.3 Procurement Method ..... 1-3
1.4 Award and Issuance of Notice to Proceed (NTP) ..... 1-3
1.5 Maximum Time Allowed ..... 1-3
1.6 Equal Employment Opportunity ..... 1-4
1.7 Federal Lobbying Restrictions ..... 1-4
1.8 Noncollusion ..... 1-4
1.9 Governing Laws ..... 1-4
1.10 Entire Agreement ..... 1-4

**2 Procurement Schedule ..... 2-1**

**3 Procurement Process ..... 3-1**
3.1 Confidentiality During Evaluation and Selection Process ..... 3-1
3.2 Examination of RFP and Requests for Clarification ..... 3-1
3.3 MDOT's Project Managers ..... 3-1
3.4 Communications ..... 3-1
3.5 One-on-One Meeting ..... 3-2
3.6 Submission of Inquiries and Requests for Clarification ..... 3-2
3.7 RFP Addenda and Clarification Notices ..... 3-3
3.8 NOT USED ..... 3-3
3.9 NOT USED ..... 3-3
3.10 MDOT's Rights ..... 3-3
3.11 Changes to Proposers ..... 3-4

**4 Proposal Delivery, Content and Format, and Price Proposal Instructions ..... 4-1**
4.1 Proposal Submittal Requirements ..... 4-1
4.1.1 Due Date, Time, and Location ..... 4-1
4.1.2 Delivery Format ..... 4-1
4.2 Proposal Disqualification ..... 4-1
4.3 Proposal Format and Content ..... 4-1
4.3.1 NOT USED ..... 4-2
4.3.2 Format ..... 4-2
4.3.3 Content and Evaluation Factors ..... 4-2

4.3.4 Project Schedule ....4-3
4.4 Price Proposal ....4-3
4.4.1 Eligible Costs....4-3
4.4.2 Ineligible Costs ....4-4
4.4.3 Price Proposal Format....4-5

**5 Proposal Evaluation Process ....5-6**
5.1 General....5-6
5.2 Evaluation Process....5-6
5.2.1 Responsiveness Review ....5-6
5.2.2 Evaluation Criteria ....5-6

**6 Escrowed Proposal Documents; Contract Award and Approval; Stipends ....6-1**
6.1 Escrowed Proposal Documents ....6-1
6.2 Contract Award and Execution ....6-1
6.3 Debriefing ....6-1
6.4 Stipends....6-1

PROPOSAL FORMS

FORM 1: NEVI TECHNICAL PROPOSAL APPLICATION

FORM 2: PRICE PROPOSAL

FORM 3: PROJECT SCHEDULE

FORM 4: NOT USED

FORM 5: REQUEST FOR PROPOSAL SUBMISSION CHECKLIST AND PROJECT COMPANY ASSURANCES

FORM 6: CHANGES IN TEAM MEMBER(S)

FORM 7: PROJECT SITE OWNERSHIP/USAGE RIGHTS FORM

FORM 8: UTILITY SUPPORT LETTER OF SERVICE ~~INTENT~~

EXHIBITS

EXHIBIT 1: PROJECT LOCATION MAP ....1

EXHIBIT 2: PROJECT LOCATION TABLE ....2

EXHIBIT 3: PROJECT LOCATION MAPS ....5

EXHIBIT 4: PREFERRED SITE LOCATION POLYGONS....14

# 1 Introduction and Summary

## 1.1 General Information

These Instructions to Proposers (ITP) are issued by the Michigan Department of Transportation (MDOT) to only those firms or teams of firms (Proposers, Project Company) that were approved to submit a Proposal by being shortlisted in the Request for Qualification (RFQ) selection process. This Request for Proposals (RFP) for the National Electric Vehicle Infrastructure (NEVI) Round 1 Design-Build-Operate-Maintain Project (the Project) hereby invites such Proposers to submit competitive proposals (Proposals) for administration, design, construction, operation, and maintenance of the Project as more specifically described in the RFP.

The RFP consists of the following documents:

1. This ITP (including forms)
2. Contract Documents
    a. Design-Build-Operate-Maintain (DBOM) Contract
    b. Project Company's Proposal to this RFP
    c. Book 1 (Contract Terms and Conditions)
    d. Book 2 (Project Requirements)
    e. Book 3 (Standards)

### 1.1.1 Definitions and Acronyms

Capitalized terms and acronyms not otherwise defined herein shall have the meaning set forth in Book 1, Exhibit 1-A.

### 1.1.2 Project Locations

The Michigan NEVI Planning Map depicts the preferred candidate NEVI nodes for this Round 1 procurement. Exhibit 1 depicts a map of each Node that the State is seeking the deployment of NEVI-compliant charging infrastructure, Exhibit 2 is a table of Node locations, Exhibit 3 shows the one-mile distance from Alternative Fuel Corridors (AFC) area for each Node, and Exhibit 4 lists the preferred site polygon locations. The Proposer must include a maximum of one NEVI site per Proposal based on the provided preferred site information.

## 1.2 Project Description

The Project includes the deployment of NEVI compliant charging infrastructure along an AFC at a site identified by the Proposer.

### 1.2.1 Project Goals

The following goals have been established for the Project:

i. Establish a network of fast chargers across Michigan as part of a larger nationwide network to accelerate the adoption of electric vehicles (EVs) and increase the confidence of long-distance travel using an EV.

ii. Make progress toward deploying the infrastructure necessary to support 2 million EVs on Michigan roads by 2030.

iii. Reduce transportation related greenhouse gas (GHG) emissions.

iv. Position U.S.-based industries for global leadership in the vehicle electrification ecosystem.

v. Ensure a convenient, reliable, affordable, accessible, and equitable charging experience for all users.

vi. Safety

    i. Provide a safe Project area for the traveling public and workers during execution of the Project.

    ii. Provide a solution consistent with current MDOT, Federal Highway Administration (FHWA), and American Association of State Highway and Transportation Officials (AASHTO) practices, guidelines, policies, and standards.

vii. Install a high-quality product that minimizes future maintenance.

### 1.2.2 Scope of Project Company's Obligations

The Project Company must provide all administration, design, construction, operations, and maintenance Work in accordance with the Contract Documents. The following is a summary of the major items of Work:

i. Design and construct (D&C) a minimum of four network-connected direct current (DC) 150 kilowatt (kW) charging ports capable of simultaneously and continuously charging four EVs, located within one mile driving distance of a Michigan AFC (see the Michigan NEVI Planning Map for definition of one mile driving distance) and available for use by the public 24 hours a day, seven days a week, and on a year-round basis, with limited exceptions as defined in Book 2, Section 23.

ii. Operate and maintain (O&M) the EV charging infrastructure for a minimum of five years following the date when the Project has achieved Final Construction Acceptance, in accordance with O&M requirements provided in Book 2, Section 23.

iii. Provide secure payment methods, accessible to persons with disabilities and persons with limited English proficiency, in accordance with Book 2, Sections 22 and 23.

iv. Collect, process, retain, and share near real-time and static data, in accordance with Book 2, Section 23.

v. Provide a minimum 20 percent of the Total Eligible Cost as the Project Company Share.

### 1.2.3 Project Environmental Status

The State will conduct an environmental review in compliance with the National Environmental Policy Act (NEPA). The anticipated duration for the NEPA review is 60 days. Although preliminary

NEPA review has been conducted on eligible sites, a more in-depth review may be needed depending on the type of work proposed at the site. Additional review under NEPA may preclude a site from consideration. Tree removals due to the installation of a Charging Station may preclude a site from consideration. The applicant must secure access to the site prior to the State's environmental review such that the State or State's contractor has the right to enter the property and visually examine the property and grounds for the purposes of completing the environmental review. Additionally, the applicant must be willing to work with the State to provide any necessary information for the purposes of completing the environmental review. The review process will occur prior to the issuance of a contract. No construction for the project can occur until the NEPA review is complete and a contract agreement is executed. The Project Company will be notified by MDOT when the NEPA process is complete. The Proposal Price must be developed in accordance with all conditions noted in Book 2 Section 4.

All activities undertaken must comply with any measure identified through the environmental review. Construction plans must be shared with MDOT prior to the start of construction activities to allow a NEPA review to be conducted if construction occurs outside of a previously disturbed area. If an adjustment to the charger location is needed, Project Company must coordinate with MDOT. Proposers must be prepared to work with and provide any additional documentation and support to MDOT to ensure compliance with NEPA, the Council on Environmental Quality's NEPA implementing regulations, all local permitting (including National Pollutant Discharge Elimination System (NPDES)), and applicable agency NEPA procedures.

### 1.2.4 Project Programming Status

Proposers must be prepared to work with and provide any additional documentation and support to MDOT to complete the project programming process.

## 1.3 Procurement Method

MDOT is using a two-phase process to select a design-build-operate-maintain contractor (Project Company) to deliver the Project. As part of the first step, MDOT determined the shortlist for the Project based on Statements of Qualifications (SOQs) it received in response to MDOT's RFQ dated May 4, 2023. MDOT will award the Contract or Contracts (if at all) to responsive and responsible Proposer(s) offering the Best Value Proposal as described within this ITP. MDOT reserves the right to reject any or all Proposals.

## 1.4 Award and Issuance of Notice to Proceed (NTP)

Proposals shall remain valid until 90 Days after the Price Proposal Due Date. MDOT has the right to defer issuance of award for up to 90 Days after the Price Proposal Due Date. Refer to Book 1, Section 11.1.3.

## 1.5 Maximum Time Allowed

See Book 1, Section 4.

## 1.6 Equal Employment Opportunity

By submitting this Proposal, the Proposer agrees to follow both State of Michigan and Federal Equal Employment Opportunity (EEO) policies.

## 1.7 Federal Lobbying Restrictions

Section 1352, Title 31, United States Code (U.S.C.), prohibits federal funds from being expended by the recipient or any lower tier sub recipient of a federal-aid contract to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. Section 1352 also requires Proposers to disclose any funds expended for lobbying in connection with a federal-aid contract, as well as requiring disclosure by lower-tier contractors of funds expended for lobbying in connection with subcontracts exceeding $100,000.

## 1.8 Noncollusion

The Proposer agrees upon submitting this Proposal that its agents, officers, or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any actions in restraint of free competitive bidding in connection with this Proposal for the Project.

## 1.9 Governing Laws

The Contract Documents shall be governed by and construed in accordance with the law of the State, without regard to conflict of law principles.

## 1.10 Entire Agreement

The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations, and negotiations between the parties with respect to its subject matter.

# 2 Procurement Schedule

The deadlines and due dates shown in Table 2-1 apply to this ITP. MDOT may at its discretion amend this schedule by issuing an addendum to the RFP.

| Table 2-1: Procurement Schedule | |
|---|---|
| Issue Request for Proposals | August 31, 2023 |
| Pre-Proposal Meeting Questions Due | September 7, 2023 |
| Pre-Proposal Meeting (virtual) | September 12, 2023 |
| Inquiry/Clarification Submittal Deadline | September 22, 2023 |
| Proposer Agenda for One-on-One Meeting | September 22, 2023 |
| One-on-One Meetings | September 25-October 9, 2023 |
| MDOT Response to Inquiry/Clarification Questions Due | October 16, 2023 |
| Statement of Qualifications (SOQ) Teaming Member Modification Request Deadline | October 26, 2023 |
| Proposal Due (at 1:00 pm) | November 3, 2023 |
| Anticipated Notification of Selected Responsive Bidder(s) | January 2024 |

# 3 Procurement Process

## 3.1 Confidentiality During Evaluation and Selection Process

Subject to the Freedom of Information Act (FOIA), MDOT has taken measures to protect the confidentiality of all submitted Proposals during the entire evaluation and selection process. However, under no circumstances will MDOT be responsible or liable to a Proposer or any other party as a result of disclosing any materials, whether the disclosure is deemed required by law or by an order of court or whether it occurs through inadvertence, mistake, or negligence on the part of MDOT or its respective officers, employees, contractors, or consultants.

## 3.2 Examination of RFP and Requests for Clarification

Proposer shall be solely responsible for (1) reviewing and examining, with appropriate care, all RFP documents, including any supplements, addenda, and clarification notices issued, (2) requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission in the RFP documents, or of any provision Proposer fails to understand and (3) informing itself with respect to any and all conditions that may in any way affect the cost or nature of the Proposal or the performance of the Work after Contract award. Failure of Proposer to inform itself as described herein shall be at its sole risk, and no relief for error or omission will be provided by MDOT.

## 3.3 MDOT's Project Managers

MDOT's Project Manager for the Project is:

Justin Droste
MDOT TSMO Division
6333 Lansing Road
Lansing, MI 48917
E-mail: drostej@michigan.gov

MDOT's Innovative Contracting Project Manager for the Project is:

Steve Minton
Innovative Contracting Unit
800 Vanguard Drive
Pontiac, MI 48341
E-mail: mintons@michigan.gov

## 3.4 Communications

MDOT's Innovative Contracting Project Manager is the sole MDOT contact person and addressee for receiving clarification requests and all other communications about the Project, the RFP, and Proposal submittal. The MDOT Project Manager shall be copied on all correspondence. Except for communications expressly permitted by this ITP or delegated by the Innovative Contracting Project Manager, the Proposer shall not discuss the RFP with other MDOT staff members, or MDOT

consultants involved with the Project before Contract award or cancellation of the RFP. Any Proposer engaging in such prohibited communications may be disqualified by MDOT.

A Proposer's Project Manager may submit email requests to the MDOT Innovative Contracting Project Manager. All email correspondence is subject to all communication provisions of this RFP.

MDOT's Project Manager will be the main contact after Award of the Contract with the Innovative Contracting Project Manager copied on all correspondence.

## 3.5 One-on-One Meeting

During the Proposal preparation period MDOT will be available for one One-on-One meeting with each Proposer to help expedite answers to clarifications. If a single Proposer is submitting multiple responses to this RFP, only one meeting for that Proposer will be allowed. Proposers may include their Team Members and/or Subcontractors at the One-on-One meeting. Each One-on-One meeting is limited to one hour and will be held virtually unless an in-person format is requested by the Proposer and agreed to by the MDOT Innovative Contracting Project Manager.

Proposers will need to contact the MDOT Innovative Contracting Project Manager to schedule a time for their meeting. Time slots will be filled on a first come-first served basis. Alternate meeting dates and times may be arranged by contacting the MDOT Innovative Contracting Project Manager.

To aid MDOT in identifying the required attendees, Proposers must submit an agenda of discussion topics for their One-on-One meeting in accordance with the deadlines in Section 2. Any topic not identified in a Proposers agenda may be precluded from discussion, at MDOT's sole discretion. To increase the effectiveness of the One-on-One meeting, the Project Company is encouraged to submit any drawings, exhibits, or other pertinent information that will be discussed at the One-on-One meetings with the required agenda.

These One-on-One meetings will be confidential. During the One-on-One meetings, Proposers may ask questions and MDOT may provide responses. However, any responses provided by MDOT during the One-on-One meetings shall not be relied upon. MDOT may, in its discretion, and subject to Section 3.6 below, respond in writing to those questions. MDOT may also incorporate the substance of its response into the Contract Documents by Addenda, to the extent the response is inconsistent with the terms of the Contract Documents.

## 3.6 Submission of Inquiries and Requests for Clarification

All inquiries and comments regarding the Project shall be emailed directly to the MDOT Innovative Contracting Project Manager by the Inquiry/Clarification Submittal Deadline (identified in Section 2). Inquires made after the submittal deadline may be considered by MDOT but shall not require a response. Questions, answers, and supporting information will be posted on MDOT's Innovative Contracting website. Proposers are responsible for monitoring the website for information concerning this procurement.

MDOT may rephrase questions as it deems appropriate and may consolidate similar questions. No oral requests for clarification or interpretation, whether in person or by telephone, will be accepted.

If Proposer has meetings or discussions with agencies or entities other than MDOT during the procurement phase, Proposer shall be responsible for verifying any Project-related information it receives with the MDOT Innovative Contracting Project Manager.

## 3.7 RFP Addenda and Clarification Notices

If MDOT determines at its sole discretion that interpretation or clarification of the RFP or any other consideration requires a revision of the RFP, MDOT will prepare and post on MDOT's Innovative Contracting website.

MDOT may issue clarification notices listing questions received from Proposers and the responses given by MDOT through postings on MDOT's Innovative Contracting website.

MDOT will not be bound by, and Proposers shall not rely on, any oral communication regarding the Project or RFP documents; and Proposer shall not rely on any MDOT or other communication except the RFP documents and addenda.

## 3.8 NOT USED

## 3.9 NOT USED

## 3.10 MDOT's Rights

The Proposer is solely responsible for ensuring that its Proposal is clear, correct, and internally consistent. MDOT reserves the right, at its sole discretion (but is not obligated), to:

A. Investigate the qualifications of any Proposer;

B. Seek or obtain data from any source related to the Proposals;

C. Require confirmation of information furnished by a Proposer;

D. Require additional information from a Proposer concerning its Proposal;

E. Seek and receive clarifications to a Proposal;

F. Require additional evidence of qualifications to perform the Work;

G. Modify the RFP process;

H. Waive minor deficiencies and irregularities in a Proposal;

I. Reject any or all of the Proposals;

J. Cancel, modify, or withdraw the RFP; and/or

K. Issue a new Request for Proposals.

The RFP does not commit MDOT to enter into a Contract or proceed with the procurement described herein. No unsuccessful Proposer shall be entitled to reimbursement of its costs in connection with the RFP. All costs of preparing Proposals shall be borne solely by each Proposer and its Team Members.

## 3.11 Changes to Proposers

All changes in Proposer Team Members from a Proposer's SOQ must be submitted to MDOT by the due date specified in Section 2, which is prior to the Proposal submission. Changes in Team Members must be approved by MDOT in writing prior to submitting a Proposal in response to this RFP Process. MDOT may disqualify a Proposer if any Proposer Team Member identified in the SOQ is removed, replaced or added without MDOT's prior written approval. To qualify for MDOT approval, the written request must document that the proposed removal, replacement or addition will be equal to or better than the Proposer Team Members provided in the SOQ. MDOT will use the criteria specified in the Prequalification Process to evaluate all requests. Form 6, Changes in Teaming Partner(s) must be submitted to MDOT's Innovative Contracting Project Manager.

Proposers that had multiple Team Members and/or unidentified firms in their SOQ must follow the Changes to Proposers process before the Proposal submission and must be approved by MDOT in writing.

The identification of and changes to Key Personnel from the Request for Qualifications (RFQ) has been removed from this RFP.

# 4 Proposal Delivery, Content and Format, and Price Proposal Instructions

## 4.1 Proposal Submittal Requirements

### 4.1.1 Due Date, Time, and Location

A Proposal is required to be delivered for review on the due date specified in Section 2. This Proposal will be reviewed to assure that the Proposer is eligible to be awarded the contract.

The Proposal shall be emailed to MDOT-Michigan-NEVI@michigan.gov with a copy emailed to the MDOT Innovative Contracting Project Manager and MDOT Project Manager as identified in Section 3.3 and received by the Proposal Due Date identified in Section 2.

### 4.1.2 Delivery Format

The Proposal shall consist of information in accordance with this RFP. The Price Proposal (Form 2) must be submitted as a separate *.pdf file from the remainder of the Proposal contents. The Proposal documents shall be submitted to MDOT as set forth in Section 4.1.1.

The subject of the email must be as follows:

"NEVI Round 1 Design-Build-Operate-Maintain Project"

The title of the *.pdf document(s) must be as follows:

"(name of Proposer) – Node ##, Proposal for MDOT DBOM Project";

"Price Proposal for (name of Proposer) – Node ##, Proposal for MDOT DBOM Project";

Note: Node numbers are provided on the *Michigan NEVI Planning Map.* If a Proposer is submitting multiple applications for a single Node use 01, 02, XX at the end of the .pdf filename.

The content of the email must include the following:

Proposer's name, contact person, address, and other contact information (phone and e-mail address).

## 4.2 Proposal Disqualification

Any Proposal that is not timely delivered will not be considered. Proposer will be entirely responsible for any consequences, including disqualification of the Proposal that results from Proposer's failure to follow the instructions in the ITP and RFP. A disqualified Proposal will be considered non-responsive. It is the Proposer's sole responsibility to see that its Proposal is received as required. Proposers shall provide responses to all information requested in the ITP. Failure to respond or to provide requested information may result in a determination by MDOT, in its sole discretion, that a Proposal is non-responsive.

## 4.3 Proposal Format and Content

The Proposal shall be organized to correspond to and address the content requirements and evaluation factors listed in this Section 4.3.

### 4.3.1 NOT USED

### 4.3.2 Format

All text, except for the front cover, charts, appendices, design plans, and other illustrative and graphical information, shall be 12-point Times New Roman. All text on charts, design plans, and other illustrative and graphical information shall be no smaller than 10-point Times New Roman. There are no font requirements regarding text in the appendices. All dimensional information shall be shown in English units.

The Proposal shall be compiled into a single Portable Document Format (PDF) and be organized to correspond to and address the content requirements and evaluation factors listed in Section 4.3.3. The Priced Proposal (Form 2) must be submitted as a separate PDF file from the remainder of the complete Proposal.

### 4.3.3 Content and Evaluation Factors

The Proposal shall include the following information, compiled into a single PDF with bookmarks for each form and supporting attachment.

A. Form 1: NEVI Technical Proposal Application
   i. Section 1: Project Information & NEVI Requirements
   ii. Section 2: Project Approach
   iii. Section 3: Site Location and Attributes
   iv. Section 4: Equity
B. Form 2: Price Proposal *(submitted as a separate PDF file)*
C. Form 3: Progress Schedule
D. Form 4: NOT USED
E. Form 5: RFP Submission Checklist and Project Company Assurances
F. Form 6: Changes in Team Member [if applicable and submitted by 10/26/2023]
G. Form 7: Project Site Ownership/Usage Rights
H. Form 8: Utility Support Letter of Service ~~Intent~~
I. Other attachments:
   i. Site plan, including:
      - Location of proposed Electric Vehicle Supply Equipment (EVSE)
      - Designated EV charging spaces
      - Accessible Charging Station layout
      - Accessible route
      - Physical safety and security features

- Space for future expansion [if applicable]
- Pull-through spaces [if applicable]

~~ii. Utility support letter of intent that includes relevant tasks, including:~~

- ~~Utility's commitment to provide interconnection services~~
- ~~Utility's match contribution [if applicable]~~

iii. Equipment specification sheet that includes relevant detail showing compliance with the NEVI Final Rules and Requirements, including:

- Power capacity per port
- Connector type
- Payment capabilities
- Interface
- Communication protocol

iv. Local business opportunity certifications [if applicable]

v. Additional supporting documents [if applicable]

### 4.3.4 Project Schedule

The Proposer shall provide a schedule that details their design, construction, operations, and maintenance schedule. This schedule shall include milestone dates for starting design, submitting significant design submittals, starting construction, Substantial Construction Completion, Final Construction Acceptance, and O&M period. The schedule must be provided using Form 3.

## 4.4 Price Proposal

The Proposer shall complete a Price Proposal that includes the Project's Total Eligible Cost. The Proposer must provide a minimum 20 percent of the Total Eligible Cost as the Proposer's share. The Total Eligible Cost may only include eligible expenses. The Price Proposal is to be completed using Form 2.

### 4.4.1 Eligible Costs

All costs must be directly related to charging of vehicles and be a necessary component in the Charging Station, be a necessary component to connect the Charging Station to the electricity source (or to supply power from the electricity source), provide eligible signage to direct EVs to the Charging Station, or provide information to EV users about use of the Charging Station. This includes costs of new public Charging Stations, as well as upgrades to existing Charging Stations.

A. Costs for site preparation, permitting, and design.

B. Costs to purchase, construct/install, integrate, test, and implement Charging Stations.

C. Construction costs directly related to a Charging Station.

D. Costs for planning, permitting, acquisition, and installation of on-site distributed energy resource equipment (e.g., solar arrays, stationary batteries).

E. Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear).

F. Costs of minor grid updates (work necessary to connect a Charging Station to the electric grid distribution network like extending power lines or upgrading existing power lines).

G. Costs of charger hardware.

H. Costs of charger software.

I. Costs to repair, upgrade, and/or replace existing chargers to meet NEVI Formula Program's minimum standards and requirements.

J. Costs to meet Americans with Disabilities Act of 1990 (ADA) requirements.

K. Costs to purchase proprietary adapters.

L. Costs to install signage at site.

M. Costs for site amenities, such as lighting.

N. Costs for workforce development activities, such as Electric Vehicle Infrastructure Training Program (EVITP) certification.

O. Costs for property lease.

P. Fixed operating and maintenance costs up to five years after the Charging Station is commissioned, such as:

   i. Charger lease fees

   ii. Cellular network fees, internet service fees, or other similar fees

   iii. Other operation and maintenance costs that are paid in advance through a contract for networking, data sharing, and warranty purposes

### 4.4.2 Ineligible Costs

The following costs are ineligible.

A. Any costs incurred prior to award.

B. Any construction costs incurred prior to NEPA approval.

C. Any costs not directly related to a Charging Station.

D. Costs of major grid upgrades (e.g., line extensions or upgrades over several miles, improvements to off-site power generation, bulk power transmission, or substations).

E. Purchase of real estate.

F. Construction or general maintenance of building and parking facilities if not directly related to a Charging Station.

G. Variable operating and maintenance costs, including costs for electricity, insurance, and other recurrent business costs such as staffing.

H. Fixed operations or maintenance costs incurred outside of an up-front contract at or near time of Charging Station commissioning.

### 4.4.3 Price Proposal Format

The Proposal Price is the Total Eligible Cost offered by the Proposer from the Price Proposal table in Form 2. This is referred to herein as the "Proposal Price" and shall be provided in a complete Form 2, with the exception of Utility Infrastructure Costs, which will be incorporated following notification of selection as further defined in this section. The Price Proposal must only include Eligible Costs, be itemized, and ~~be~~ accompanied by a description which adequately describes each item.

The submitted Price Proposal shall not include costs associated with Utility Infrastructure;

> Utility Infrastructure – includes the physical equipment, systems, appliances, and associated structures which supply or enable a utility service, including but not limited to pipes, conduits, cables, valves, vaults, poles, wires, metering devices, transformers, electrical installations, or communications equipment to provide for networking or other operational support.

Following notification of selection and prior to Award, the Project Company is responsible for coordinating with the Electric Distribution Utility provider to obtain a Site specific quote for Utility Infrastructure Costs. The Electric Distribution Utility must submit the Site specific quote to both the MDOT Innovative Contracting Project Manager and the Project Company. The Project Company must amend the Price Proposal to include the Site specific quote for Utility Infrastructure Costs, which must be included in the Total Funds Requested at the same percentage as the Share of Total Eligible Cost in the submitted Form 2, Price Proposal. Once amended, the Price Proposal (Form 2) will sum to the Total Eligible Cost. The Project Company must submit the amended Form 2 to the MDOT Innovative Contracting Project Manager. The award will adhere to the federal requirements in the NEVI Standards and Requirements (23 CFR Part 680).

# 5 Proposal Evaluation Process

## 5.1 General

MDOT will award the Contract or Contracts (if at all) to the **responsive** Proposer(s), as set forth in this Section 5, that has the Best Value Proposal as determined by information in the Proposal. MDOT will notify the successful Proposer(s) and the unsuccessful Proposer(s) through MDOT's Innovative Contracting website.

## 5.2 Evaluation Process

### 5.2.1 Responsiveness Review

Proposals will be evaluated based on the following criteria:

A. Technical information as listed in Section 4.3 is included in the Proposal and is complete, accurate, responsive, and demonstrates adequate capabilities for the Project.

B. The members of the Project Company and named Subcontractors listed in the Proposal shall not have changed since submission of its SOQ, or the Proposer shall have previously advised MDOT of a change prior to the deadline listed in Table 2.1 and received the written approval from MDOT for the change. Provide names of any known members of the Project Company or Subcontractors that may not have been included in the SOQ.

C. Proposer information, certifications, and documents do not identify any materially adverse changes from the information provided in the SOQ information.

D. The Price Proposal is submitted using Form 2.

The Proposal should contain information to meet the criteria as listed in Sections 4 and 5 of the ITP for the Proposal to be considered responsive. Failure to submit information in the manner, format, and detail specified may result in the Proposal receiving a "fail" rating and being declared non-responsive.

### 5.2.2 Evaluation Criteria

The following approach will be used in determining the selected Proposer(s). The Proposer's bid must include one NEVI site based on preferred site information provided in Exhibit 1, 2, 3, and 4. Proposals will be evaluated against those submitted for the same Node. A single proposal must not include more than one candidate site; however, an applicant may submit multiple proposals based on the State's Charging Station needs. An applicant shall not submit multiple proposals for the same parcel.

The maximum score a Proposal may receive is one hundred (100) points.

| ID | Category | Points will be awarded based on the following: | Points Possible |
|---|---|---|---|
| **1** | **Project Readiness** | | **Pass/Fail** |
| 1.1 | NEVI Requirements | Ability to meet minimum NEVI requirements | Pass/Fail |
| 1.2 | Complete Proposal | Proposal submitted that provides all information requested within the RFP, including all required attachments and form | Pass/Fail |
| **2** | **Project Approach** | | **15** |
| 2.1 | Design and Construction | - Project planning, design, permitting, Governmental approvals<br>- Site development, contamination/remediation, risks/challenges, construction process<br>- Coordination with utility provider, upgrades, and site activation<br>- Clear understanding on the project schedule and work activities needed through the various project phases, long lead time items, dependent events, and sequencing of activities. | 10 |
| 2.2 | Operations and Maintenance | - Operations and maintenance plan and ability to meet uptime requirements, and data sharing<br>- Software and applicable user friendliness and data sharing capabilities | 5 |
| **3** | **Site Location and Attributes** | | **50** |
| 3.1 | Site and Charger Location | - Site located within a preferred polygon as identified on the Michigan NEVI Planning Map<br>- Ability to minimize environmental impacts<br>- Charger location within the site, ease of access, and wayfinding (onsite and offsite) | 15 |
| 3.2 | Site Amenities | - Type of amenities provided (e.g., restrooms, food, benches/tables)<br>- Availability of amenities (e.g., available 24/7, during business hours)<br>- Access from the Charging Station to the amenities (e.g., on-site vs adjacent, ease of access, safe access, route accessibility)<br>- Presence of physical safety and security features (e.g., camera monitoring, canopy, line of sight from roadway) | 25 |

| ID | Category | Points will be awarded based on the following: | Points Possible |
|---|---|---|---|
| 3.3 | Other Site Attributes | Security features:<br>- If the site has additional cybersecurity beyond user data protection (e.g., safeguards to utility and car hacking)<br>Exceeding NEVI Requirements<br>- If the Charging Station exceeds the NEVI requirements (e.g, more than four charging ports, power capacity above 150 kW, pull-through access, and/or additional charging port types)<br>Future Proof<br>- Ability to add charger power capacity, additional chargers, pull-through access, accessible Charging Station spaces, and/or charger port types<br>Environmental<br>- If the Charging Station is powered by a renewable energy system (e.g., on-site or through a power purchase agreement), utilize energy efficient products, or other environmental best practices<br>- If the Charging Station utilizes on-site clean energy storage to reduce grid demand and/or operate for a period of time during a power outage<br>- If Charging Stations utilize weather hardening features that enable the ability to maintain access and operate during severe weather events | 10 |
| **4** | **Equity** | | **10** |
| 4.1 | Environmental Justice | - If the proposed site is in a Justice40 "Disadvantaged Community"<br>- If the Proposer is supporting the implementation of Justice40 in alignment with the USDOT's three major components, such as understanding strategies for inclusive engagement, community needs, and potential benefits.<br>- If the Proposer is using workforce that includes individuals from disadvantaged communities as defined by federal or state government. | 10 |
| **5** | **Cost** | | **25** |
| 5.1 | Price Proposal Amount | Cost score = (low Total Funds Requested for subject node/Total Funds Requested)*25 | 25 |
| **6** | **Evaluation Score** | | **100** |

# 6 Escrowed Proposal Documents; Contract Award and Approval; Stipends

## 6.1 Escrowed Proposal Documents

The selected Proposer shall submit Escrowed Proposal Documents (EPD) in accordance with Book 1, Section 22.1.

## 6.2 Contract Award and Execution

Following selection of a Proposer or Proposers by MDOT and verification that the Proposer(s) have complied with the requirements of the RFP, MDOT will award and execute the contract or contracts.

The Project Company and all teaming partners (i.e., subcontractors) will be required to submit Form 5100J: MDOT Consultant Data Signature Sheet following notification of selection and prior to contract execution. In accordance with Book 1, Section 7.3, the Site Host and Electric Distribution Utility are not required to submit Form 4 if not subcontracted to the Project Company.

Available here: http://mdotjboss.state.mi.us/webforms/GetDocument.htm?fileName=5100J.pdf

## 6.3 Debriefing

Within 60 Days after execution and delivery of the Contract, MDOT will be available for an oral debriefing session upon written request made to the MDOT Innovative Contracting Project Manager by an authorized representative of an unsuccessful Proposer.

The debriefing will not include point-by-point comparisons of the debriefed Proposer's Proposal with those of the other Proposers. Moreover, the debriefing will not reveal any information exempt from release under the FOIA.

## 6.4 Stipends

Stipends will not be offered for this project.

# FORM 1: NEVI TECHNICAL PROPOSAL APPLICATION

Section 1: Project Information & NEVI Requirements

**Organization and Contact Information**

The following questions relate to specifics about the Project Company and its member organization(s) and Subcontractors.

| | |
|---|---|
| Have any changes to the Project Company, its Members, Subcontractors, and/or Organizational Chart occurred since your SOQ submittal? | |
| If you responded Yes to the above question, have you received approval from MDOT regarding the change in Project Company, its Members, Subcontractors, and/or Organizational Chart? | |

Fill out organization and contact information with **the same team submitted with the RFQ**. If you are substituting a firm from your pre-qualified RFQ submission, fill out Form 6, Changes in firms(s) with the substitution and qualifications of the new firm. See Section 3.11 for more information.

**Project Company Information:** *If the Submitter is a joint venture or partnership, include information from each member of the joint venture or partnership*

| | |
|---|---|
| Business Name: | |
| Business Address: | |
| Business Type: (corporation, partnership, joint venture, etc.) | |
| Will this be the entity responsible for contracting with MDOT? If not, please explain. | |
| Will this be the entity responsible for subcontracting with all of the Project Company's Subcontractors? If not, please explain. | |

**Project Company's Point of Contact:** *This person will be the single point of contact on behalf of the Project Company organization, responsible for correspondence to and from the organization to MDOT. MDOT will send all Project-related communications to this contact person.*

| | |
|---|---|
| Name: | |
| Address: | |
| Telephone number: | |
| E-mail Address: | |

| Project Company and Team Member Roles | | | |
|---|---|---|---|
| **Role** | **Firm** | **Primary Contact and Address of Head Office** | **Same Participant from RFQ (Y/N)*** |
| Site Host | | | |
| Electric Distribution Utility | | | |
| Site Design | | | |
| EVSE Hardware | | | |
| Installer / Electrical Contractor | | | |
| Charging Network Provider (Software) | | | |
| Operations & Maintenance Provider | | | |
| Other: *(identify role)* | | | |

**<u>*If any firm is marked with a "N" fill out Form 6, Changes in Team Members with team member qualifications and Conflict of Interest.</u>**

| **Proof of License/Certification**<br>Did you submit proof of the requested license/certification during the RFQ process? If "No", documentation must be attached with submission of this application. | |
|---|---|
| Role / Certification | "Yes" or "No" |
| Design Lead / Michigan Professional Engineer License | |
| EVITP / EVITP Certification | |

| ~~Electric Utility Information~~ | |
|---|---|
| | ~~Yes/No~~ |
| ~~The electric utility has confirmed the ability to supply the site with the required electric distribution~~ | - |
| ~~The electric utility is providing a portion of funding for the installation of electric vehicle chargers at this site~~ | - |
| ~~The applicant has written support from the electric utility provider that demonstrates the utility's intent to provide interconnection services and the amount, if any, that the utility can contribute to the project.~~ ~~*(letter of support in the form of Form 8 Attachment 1 must be attached to the RFP response)*~~ | |

The following questions within Section 1 relate to NEVI EVSE requirements outlined in Book 2, Section 22 and 23. Proposals that are not able to meet the requirements in Section 1 will be automatically rejected unless otherwise noted.

| General EVSE Requirements | | | |
|---|---|---|---|
| | | Meets | Does Not Meet |
| 1 | The proposed site location is no more than one mile driving distance from nearest designated Alternative Fuel Corridor offramp.<br><br>If this distance requirement is not met for reasons related to grid capacity, geography, equity, or extraordinary cost, please fill out and attach the Exception Template. Exceptions will be reviewed and granted by U.S. Federal Highway Administration under very limited circumstances on an annual basis during Michigan's State Plan certification. MDOT will notify applicants of exception status and inform next steps as necessary. | | |
| 2 | There are a minimum of four 150 kilowatts (kW) charging ports capable of simultaneously and continuously charging four EVs with the Charging Station power capability no less than 600 kW. | | |
| 3 | There are a minimum of four Combined Charging System (CCS) connectors. | | |
| 4 | The Charging Station will be available for use by the public 24 hours a day, seven days a week, and on a year-round basis. | | |
| 5 | The Charging Station is located with consideration given to flood and other weather-related risks, as well as drainage and the ability for prompt snow removal and shall not interfere with emergency services. | | |
| 6 | Chargers are certified from an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory. | | |

| EVSE Payment Option Requirements | | | |
|---|---|---|---|
| | | Meets | Does Not Meet |
| 1 | Payment options provide secure payment methods, accessible to persons with disabilities, which at a minimum shall include a contactless payment method that accepts major debit and credit cards, and either an automated toll-free phone number or a short message/messaging system (SMS) that provides the charging customer with the option to initiate a charging session and submit payment; and access and service must not be restricted by membership or payment method type. | | |
| 2 | Payment options do not require membership for use. | | |
| 3 | Payment options do not delay, limit, or curtail power flow to vehicles on the basis of payment method or membership. | | |
| 4 | Provide access for users that are limited English proficient and accessibility for people with disabilities; automated toll-free phone numbers and SMS payment options must clearly identify payment access for these populations | | |
| 5 | The charger uses and displays price of electrical charge in $/kWh. | | |
| 6 | Price of charging displayed on the chargers and communicated via the charging network is the real-time price (i.e., price at that moment in time); the price at the start of the session cannot change during the session | | |
| 7 | Price structure including any other fees in addition to the price for electricity to charge must be clearly explained via an application or a website, with instructions for finding the information posted in an accessible manner at the Charging Station | | |

The following requirements relate to Interoperability of Electric Vehicle Charging Infrastructure, under Book 2, Section 22 in the RFP.

| EVSE Interoperability Requirements | | | |
|---|---|---|---|
| | | Meets | Does Not Meet |
| 1 | Chargers conform to ISO 15118-3 and have hardware capable of implementing both ISO 15118-2 and ISO 15118-20. | | |
| 2 | By February 28, 2024, charger software will conform to ISO 15118-2 and will be capable of Plug and Charge. | | |
| 3 | Chargers conform to Open Charge Point Protocol (OCPP) 1.6J or higher. By February 28, 2024, chargers will conform to OCPP 2.0.1. | | |
| 4 | By February 28, 2024, charging networks will be capable of communicating with other charging networks in accordance with Open Charge Point Interface (OCPI) 2.2.1. | | |

| EVSE Interoperability Requirements | | | |
|---|---|---|---|
| 5 | Chargers are designed to securely switch charging network providers without any changes to hardware. | | |

The following requirements relate Traffic Control Devices or On-Premises Signs Acquired, Installed or Operated, under Book 2, Section 22 in the RFP.

| Traffic Control Devices Requirements | | | |
|---|---|---|---|
| | | Meets | Does Not Meet |
| 1 | All traffic control devices comply with Part 655 of the Manual on Uniform Traffic Control Devices for Streets and Highways. | | |
| 2 | On-property or on-premise advertising signs must comply with Part 750 of the Manual on Uniform Traffic Control Devices for Streets and Highways. | | |

The following questions relate to Charging Network Connectivity of Electric Vehicle Charging Infrastructure under Book 2, Section 22 and 23 in the RFP.

| Charging Network Connectivity Requirements | | | |
|---|---|---|---|
| | | Meets | Does Not Meet |
| 1 | Chargers use Open Charge Point Protocol (OCPP) to work in tandem with ISO 15118 to enable smart charge management and Plug and Charge communications protocols. | | |
| 2 | Chargers communicate with a charging network via a secure communication method. | | |
| 3 | Chargers have the ability to receive and implement secure, remote software updates and conduct real-time protocol translation, encryption and decryption, authentication, and authorization in their communication with charging networks. | | |
| 4 | Charging networks perform and chargers support remote charger monitoring, diagnostics, control, and smart charge management. | | |
| 5 | Chargers and charging networks securely measure, communicate, store, and report energy and power dispensed, real-time charging-port status, real-time price to the customer, and historical charging-port uptime. | | |
| 6 | A charging network must be capable of communicating with other charging networks to enable an EV driver to use a single method of identification to charge at Charging Stations that are a part of multiple charging networks. | | |
| 7 | Charging networks are capable of secure communication with electric utilities, other energy providers, or local energy management systems. | | |

| Charging Network Connectivity Requirements | | | |
|---|---|---|---|
| 8 | Chargers must remain functional if communication with the charging network is temporarily disrupted, such that they initiate and complete charging sessions, providing the minimum required power level. | | |

The following questions relate to Information on Publicly Available Electric Vehicle Charging Infrastructure Locations, Pricing, Real-Time Availability, Accessibility Through Mapping Applications, and Data Sharing under Book 2, Section 23 in the RFP.

| Data Sharing Requirements | | |
|---|---|---|
| | Requirement | Yes/No |
| 1 | The electric vehicle network provider agrees to provide MDOT, Michigan Department of Environment, Great Lakes, and Energy (EGLE) and a third-party data curator free access to de-identified data for all NEVI funded Charging Stations (see list of Eligible Network Providers who have already agreed to these terms). | |
| 2 | The electric vehicle network provider has a Data Sharing Agreement executed with EGLE. | |

The following questions relate to Other Federal Requirements, under Book 2, Section 22 in the RFP.

| Other Federal Requirements | | | |
|---|---|---|---|
| | | Meets | Does Not Meet |
| 1 | The proposed project complies with Chapter 1 of Title 23, United States Code. | | |
| 2 | The proposed project complies with 2 CFR Part 200. | | |
| 3 | The proposed project complies with Buy America. | | |
| 4 | The proposed project complies with Build America, Buy America (subject to the most current Temporary Waiver). | | |
| 5 | The proposed project complies with Davis-Bacon and Related Acts. | | |
| 6 | The proposed project complies with the ADA, with specific adherence to the accessibility standards 49 CFR Part 37, 28 CFR Part 35, and 28 CFR Part 36. | | |

| Other Federal Requirements | | | |
|---|---|---|---|
| 7 | The proposed project has at least one parking space that is ADA compliant based on the U.S. Access Board's Design Recommendations for Accessible Electric Vehicle Charging Stations. | | |
| 8 | The proposed project complies with Title VI of the Civil Rights Act of 1964, and implementing regulations. | | |
| 9 | The proposed project complies with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), and implementing regulations. | | |

| Other Federal Requirements - NEPA | | | |
|---|---|---|---|
| | | Yes/No | Explanation |
| 1 | The applicant agrees to further project review by the Michigan Department of Transportation to ensure compliance with the NEPA, the Council on Environmental Quality's NEPA implementing regulations, and applicable agency NEPA procedures. | | |

The following questions relate to Other State Requirements.

| Other State Requirements | | |
|---|---|---|
| | Requirement | Yes/No |
| 1 | The applicant agrees to register for a State of Michigan SIGMA Vendor Self Service Account following Award. | |
| 2 | The applicant agrees to adhere to the relevant regulations and permitting processes of the local municipality that has jurisdiction over the site. | |

| Site Installation Hardware and Software | |
|---|---|
| | Description |
| Charger Make and Model | |
| Is the charger manufactured in Michigan? (Yes/No) | |
| Number of chargers | |
| Number of ports per charger | |
| Power output per port (kW) | |

| Site Installation Hardware and Software | |
|---|---|
| Simultaneous charging ability? (Yes/No) | |
| If "Yes" to simultaneous charging ability: Power output per port while simultaneously charging (kW) | |
| Charger connector type(s) | |
| Charging Network | |
| Does the proposed charger meet all requirements of this request for proposals? (Yes or No) | |

| Project Site Ownership/Usage Rights | |
|---|---|
| | **Yes/No** |
| Does the Project Company have sufficient property rights for the Term of the Agreement to perform the Scope of Project Company's Obligations for the Site based on Fee Simple Ownership, Easement interest, or Lease Agreement? | |
| Are any additional property rights required by the Project Company for the Project Company to perform the Scope of Project Company's Obligations for the Site? | |
| Does the Project Company have a binding, non-exclusive commitment of the Site Host to allow the Project Company to develop the Site in accordance with the Scope of Project Company's Obligations? | |
| If the relevant property right for the Site is based on a Lease Agreement, does the term of Lease Agreement have less than ten (10) years outstanding? | |

## Section 2: Project Approach

Section 2, Project Approach must be completed to clarify the team's understanding of the project approach required to successfully implement the goals of NEVI. Responses must not exceed 250 words per question.

| 2.1 – Design & Construction Approach | | |
|---|---|---|
| 1 | Describe the Project Company's approach to planning and design of the proposed site. | |

| 2.1 – Design & Construction Approach | | |
|---|---|---|
| 2 | Describe the Governmental approval process required prior to beginning construction, including all permits that must be obtained. | |
| 3 | Describe the Project Company's approach to site preparation and construction of the proposed site. | |
| 4 | Are you aware of any contamination and remediation required to install the proposed charger? | |
| 5 | Identify potential risks, issues, challenges, and needs you foresee during the Design and Construction phase and how the Project Company will manage those risks and the potential schedule impacts. | |
| 6 | Describe the utility coordination that has occurred and the work needed to provide the necessary power to the site. | |

| 2.2 - Operation and Maintenance Approach | | |
|---|---|---|
| 1 | Explain how price for charging will be set and what will be done to make the information regarding price setting transparent and publicly available. | |
| 2 | Describe what measures will be taken to ensure that the charging infrastructure will be operated and maintained in compliance with the provisions of this program for the full five years and potentially longer. | |

| 2.2 - Operation and Maintenance Approach | | |
|---|---|---|
| 3 | Describe what mechanisms are available to customers to report outages, malfunctions, and other issues with charging infrastructure with consideration for multilingual and disability accommodations. | |
| 4 | Describe the Project Company's plan to meet the NEVI uptime requirement of greater than 97% annually. | |
| 5 | Describe the Project Company's emergency response plan to address a power outage at the proposed site. | |
| 6 | Identify potential risks, issues, challenges, and needs you foresee during the Operation and Management phase and how the Project Company will manage those risks. | |
| 7 | Describe what will be done to acquire and provide the necessary data to ensure accuracy, consistency, and timeliness of reporting obligations. | |
| 8 | What is the EVSE manufacturer's warranty and support period for parts and software updates? | |
| 9 | What is the distance your workforce must travel for installing and maintaining the Charging Station? | |

## Section 3: Site Location and Attributes

The following questions relate to specifics about the project location, proposed software and hardware, presence of existing direct current fast chargers (DCFC), and amenities. Responses must not exceed 250 words per question.

| 3.1 – Site and Charger Location | |
|---|---|
| | Description |
| Type of Land Use / Business on Property | |
| Name of Business on Property (if applicable) | |
| Hours of Operation | |
| Address | |
| Latitude of Charging Station | |
| Longitude of Charging Station | |
| Closest NEVI Node | |
| Is the site located within a preferred polygon as identified on the Michigan NEVI Planning Map? | |
| Will the entire project occur within an existing parking lot, paved area, previously disturbed area, or maintained (periodically mowed) lawn? | |
| Are any tree removals required for the installation of the Charging Station? | |
| Is any site clearing required for the installation of the Charging Station? | |
| Describe the wayfinding of vehicles from the interchange of the AFC corridor off-ramp to the proposed site. Identify if offsite wayfinding signage will be installed. | |
| Describe site compliance with the ADA or modifications to make the site compliant. | |

| 3.2 - Site Amenities | | |
|---|---|---|
| Amenity | Yes/No | Description* |
| Lighting at charging site ***(required)*** | | |
| Access to restrooms at the site<br>(use description to identify hours that restrooms are available) | | |
| Security cameras covering the charging site | | |
| Canopy covering charging location | | |
| Emergency call system (e.g. blue light) | | |
| Availability of on-site staff | | |
| Dedicated support staff for EV charging on-site | | |
| Availability of food at the site<br>(use description to identify type of food provided [convenience store, fast food, restaurant] and hours that food is available) | | |
| Availability of food within 0.25 miles of the site<br>(use description to identify ease of access to offsite food, type of food provided [convenience store, fast food, restaurant] and hours that food is available) | | |
| Availability of free/open Wi-Fi at the site | | |
| Access to public transportation within 0.25 miles of the site | | |
| Outdoor seating / picnic tables on site | | |
| Access to shopping within 0.25 miles of the site | | |
| Access to recreation within 0.25 miles of the site | | |
| Trash receptacle on site | | |
| Are there existing DC fast chargers on-site?<br>(if yes, describe number of charges, power levels, if they were funded by Charge Up Michigan or other state programs, and plan for chargers if site is selected) | | |
| Are there existing Level 2 Alternating Current (AC) chargers on-site?<br>(if yes, describe number of charges, power levels, if they were funded by Charge Up | | |

| 3.2 - Site Amenities | | |
|---|---|---|
| Michigan or other state programs, and plan for chargers if site is selected) | | |
| For other amenities not listed above us this space to name and describe the amenities *(add rows as needed)* | | |
| Other amenity #1 | | |
| Other amenity #2 | | |
| Other amenity #3 | | |

*The description of the amenity shall include the amentity itself, distance to amenity (if off-site), pathing to amenity (sidewalk, parking lot, crossing road, etc.), and features/qualities addressing access for users with disabilities

| 3.3 – Other Site Attributes | |
|---|---|
| Exceeding NEVI Requirements | Description |
| Describe what features, if any, are provided that exceed NEVI requirements. | |
| Future Proofing | Description |
| Describe features of the site that provide future proofing capabilities. Such as the ability for the site and/or charger to add charger power capacity, additional chargers, modular chargers, pull-through access, multiple accessible Charging Station spaces, and/or various charger connector types. | |
| Sustainability | Description |
| Describe the source of energy for the electricity that supplies the proposed EV charger and identify any renewable energy sources either directly or indirectly through a power purchase agreement. | |
| Identify and describe utilization of energy efficient products, recycled materials, brownfield remediation, or other environmental best practices. | |
| Recycle receptacle on site | |

| Resiliency | Description |
|---|---|
| Identify and describe any on-site clean energy storage to reduce grid demand and/or operate for a period of time during a power outage. | |
| Is the EVSE equipment and supporting infrastructure hardened against damage or loss of service due to weather, transient surge voltages, traffic incidents, vandalism, or other environmental factors If yes, describe the features. | |
| Is the EVSE site located within a designated Federal Emergency Management Agency (FEMA) flood zone? If so, identify the risk associated with locating EVSE in a flood zone and plans for mitigating the risk | |

## Section 4: Equity

The following questions relate to equity and environmental justice. Responses must not exceed 250 words per question.

| Equity | |
|---|---|
| Question | Description |
| Describe if the Proposer is using workforce that includes individuals from disadvantaged communities. If so, provide details on the role(s), percentage of work, and anticipated benefit. | |
| Is the Proposed site in a Justice40 "Disadvantaged Community"? (see Disadvantaged Communities layer on the Michigan NEVI Planning Map) | |
| Identify ways the applicant is supporting the implementation of Justice40 in alignment with the USDOT's three major components, such as understanding strategies for inclusive engagement, community needs, and potential benefits. | |

# FORM 2: PRICE PROPOSAL

Instructions to Project Company

Price Proposal must include all costs required to deliver the proposed Project in compliance with all requirements. Price Proposals must be itemized and be accompanied by a price proposal description which adequately describes each item to determine eligibility. The Price Proposal must only include Eligible Costs and sum to the Total Eligible Cost. All Price Proposals must include the Project Company Share equating to a minimum 20 percent of the Total Eligible Cost.

Price proposals are to be for each individual site and are categorized as follows:

A. Engineering – includes activities related to site planning and analysis, engineering services, and, if applicable, architectural services, that are necessary to establish the technical scope and specifications of the project, and all related technical requirements, at a sufficient level of detail to satisfy all relevant codes, permit requirements, regulations, agreements, covenants, and statutes required to begin construction, commissioning, and operations.

B. Permitting – includes activities related to timely obtaining all relevant permits from any and all authorities having jurisdiction regarding the site.

C. Site Preparation and Construction – includes all works, goods, services, and activities, including materials, labor, inspection/ testing, and management services, necessary to complete the project in accordance with the agreed upon design, as well as all relevant codes, permit requirements, regulations, agreements, covenants, and statutes.

D. Operations and Maintenance – includes the functions, duties, goods, materials, and labor associated with the daily operations and prompt repairs, replacement of parts and structural components, and other activities needed to preserve the charger so that it continues to meet all functional and performance requirements and achieve its expected useful life.

E. Utility Infrastructure – includes the physical equipment, systems, appliances, and associated structures which supply or enable a utility service, including but not limited to pipes, conduits, cables, valves, vaults, poles, wires, metering devices, transformers, electrical installations, or communications equipment to provide for networking or other operational support.

F. EVSE Hardware and Software – includes the following items:

   i. Charger Hardware – includes the physical object, device, or appliance that can supply electricity to an electric vehicle.

   ii. Charger Software – includes the technology that allows for the monitoring, management, and optimization of electric vehicle charging operations.

G. Other – includes all other known direct costs not otherwise categorized or disallowed. Provide the title/name and the cost of each item/service listed as well as an explanation of the item or service as an attachment.

INSTRUCTIONS: Proposal must provide a complete price using the below table. Price proposals must include all costs required to deliver the proposed project in compliance with all requirements, with the exception of Utility Infrastructure costs which will be incorporated after notification of selection and prior to award. Price proposals must be itemized and be accompanied by a price proposal description which adequately describes each item to determine eligibility. The Proposal Price must only include Eligible Costs and sum to the Total Eligible Cost. All price proposals must provide a minimum 20 percent of the Total Eligible Cost as the Project Company Share.

**NEVI Round 1 Price Proposal**

| | |
|---|---|
| Applicant Name: | |
| Site Address: | |

| **Project Development, Construction Costs, Installation Costs, O&M: Itemize by Major Category** | **Description of Services** | **Eligible Costs ($)** |
|---|---|---|
| Site Preparation and Construction | | |
| | | |
| | | |
| | | |
| | | |
| Engineering | | |
| | | |
| | | |
| | | |
| | | |
| Permitting | | |
| | | |
| | | |
| | | |
| O&M Year 1 | | |
| | | |
| | | |
| O&M Year 2 | | |
| | | |
| | | |
| O&M Year 3 | | |
| | | |
| | | |
| O&M Year 4 | | |
| | | |
| | | |
| O&M Year 5 | | |
| | | |

| | | | | |
|---|---|---|---|---|
| | | | | |
| Other (Please Explain) | | | | |
| | | | | |
| | | | | |
| | | | | |
| ***Major Category SUBTOTAL*** | | | | $0.00 |
| | | | | |
| **Equipment (Itemize)** | **Quantity (#)** | **Cost ($/Unit)** | | **Eligible Costs ($)** |
| Utility Infrastructure | | | | |
| TO BE ADDED FOLLOWING NOTIFICATION OF SELECTION | | | | |
| | | | | |
| | | | | |
| Charger Hardware | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Charger Software | | | | |
| | | | | |
| | | | | |
| | | | | |
| Other (Please Explain) | | | | |
| | | | | |
| | | | | |
| | | | | |
| ***Equipment SUBTOTAL*** | | | | $0.00 |
| | | | | |
| **Total Eligible Cost (Contract Price, Proposal Price)** | | | | $0.00 |
| | | | | |
| | **Share of Total Eligble Cost (%)** | | | **Share of Total Eligible Cost ($)** |
| **Project Company Share** | Min 20 % | 0.0% | | $0 |
| **Total Funds Requested** (Total Eligible Cost less Project Company Share) | Max 80% | 0.0% | | $0 |

| Price Proposal Contributions | | |
|---|---|---|
| | Yes / No | If "Yes" please explain and provide the amount |
| Are you using a utility rebate? | | |
| Are you using any other sources of government funding? | | |
| If you are receiving additional funding, are you applying these funding sources to the Project Company Share or have they been used to reduce the Total Eligible Cost? | | |

# FORM 3: PROJECT SCHEDULE

**Design-Build-Operate-Maintain Schedule**

| Phase | Milestone | Completion Date (MM/YY) |
|---|---|---|
| **Anticipated Award** | Notice to Proceed | February 1, 2024 |
| **Pre-Construction Activities** | Submit permit application(s) | |
| | Approved permit application(s) | |
| | Submit utility service request | |
| | Approved utility service request | |
| | All approvals needed to begin construction | |
| **Construction and Installation** | Acquire Equipment | |
| | Construction kickoff | |
| | Substantial construction completion | |
| | Notification of Ready to Test | |
| | Final Construction Acceptance / Commissioning (available for public use) | |
| **O&M** | First Quarterly Data Submittals | |
| | First Annual Data Submittals | |
| | Cyber security update | |
| | End of O&M Period (Final Acceptance) | |

# FORM 4: NOT USED

# FORM 5: REQUEST FOR PROPOSAL SUBMISSION CHECKLIST AND PROJECT COMPANY ASSURANCES

The NEVI Round 1 Proposal Checklist is to assist the Project Company ensure all required documentation is enclosed in their proposal. It is the Project Company's responsibility to ensure required documents are enclosed in the proposal. Failure to include all required documents can lead to automatic application rejection.

This form includes a list of assurances that are to be read and signed by the authorized signer of the Project Company. **If this form is not signed and included with proposal submission, the application will be automatically rejected.**

| NEVI Round 1 RFP Submitter Checklist | |
|---|---|
| | **Forms**<br>Completed Forms 1-3, 5, 7 and 8, including this signed Submitter Checklist. **If all required forms are not included, this Proposal will automatically be rejected.** |
| | **Site Plan**<br>Please attach a site plan of the Charging Stations that includes the following: location of proposed EVSE, designated EV charging spaces, an accessible Charging Station layout, an accessible route, physical safety and security strategies, space for future expansion [if applicable], pull-through spaces [if applicable], and any other relevant design components. **If a site plan with the desired items is not included, this Proposal will automatically be rejected.** |
| | **Equipment Specification Sheet**<br>Please attach an equipment specification sheet that provides details of the following: power capacity per port (both single charge and simultaneous), connector type, payment capabilities, interface, communication protocol. **If these items are not included, this Proposal will automatically be rejected.** |
| | **Electrician Certification**<br>If not included with the RFQ Submission, please attach the lead electrician's EVITP certificate OR certificate from a registered apprenticeship program for electricians that includes charger-specific training and is developed as part of a national guideline standard. **If an acceptable electrician certificate was not included with the RFQ Submission or included with this submission, this Proposal will automatically be rejected.** |
| | **P.E. License of Design Lead**<br>If not included with the RFQ Submission, please attach a copy of the Michigan P.E. license of the design lead. **Failure to include the P.E. license of the design lead will result in this Proposal being automatically rejected.** |

# ASSURANCES

Project Company certifies they are authorized to negotiate and bind the applicant to the provisions listed in this application.

Project Company agrees that all work will be performed following all applicable Federal and State rules and regulations, as well as local ordinances.

Project Company understands that this application is not a guarantee of funding. Awards will be made according to the selection process and criteria of the RFP.

Project Company understands that if awarded, they agree to submit annual and quarterly reports with the data depicted in Book 2, Section 23 of the RFP for five years following the date when the Charging Station is commissioned.

Project Company understands all electricians installing, maintaining, and operating chargers are either EVITP certified OR graduated from a Registered Apprenticeship Program for electricians that includes charger-specific training and is developed as part of a national guideline standard.

Project Company understands all other onsite, non-electrical workers directly installing, operating, and maintaining chargers must have graduated from a registered apprenticeship program or have appropriate licenses, certifications, and training as required by the State.

Project Company understands all program income or revenue earned from the operation of the Charging Station will be limited to debt service, reasonable return on investment, operation and maintenance, payments under a public-private partnership agreement, or any other purpose for which Federal funds may be obligated under Title 23.

Project Company understand they are is responsible for adhering to the relevant regulations of the State of Michigan, such as, but not limited to, the Weights and Measures Act.

Project Company agrees to make the site available upon request to State staff or State contractors for the purposes of inspection, testing, and audits.

## Signatures:

This form is required to be signed by authorized representatives of the Project Company organization. If the Project Company is a joint venture, the joint venture members shall sign the form. It should be noted, that Lead Engineering Firms or other consultants providing professional services cannot serve as a member of a joint venture. If the Project Company is not yet a legal entity, the Team Members shall sign the form.

By signing below, the Project Company certifies (1) to the statements contained in this list of certifications, (2) that the statements herein are true, complete, and accurate to the best of my knowledge, and (3) the truth and correctness of the contents of the Proposal. I will also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

| Printed Name: | Signature: | Date: | Organization/Role: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

# FORM 6: CHANGES IN TEAM MEMBER(S)

Any changes to Team Member from the Project Company's RFQ submission must be documented in this form and submitted to MDOT at least five business days prior to RFP submission for review and approval. MDOT will determine if the change is acceptable and, if not, has the right to deny the application. If MDOT is not notified by the date provided in Section 2, MDOT has the right to deny the application. Form 6 submissions are to be sent to mintons@michigan.gov.

The Project Company is to identify the requested replacement(s) and submit their capabilities to meet the required qualifications stated in the RFQ. Section A contains the tables for Teaming Partner(s) replacements. **If the capabilities of the replacement Team Member to meet the required qualifications are not included with the identification of replacement, this application will automatically be denied.**

| Team Information | |
|---|---|
| Business Name | |
| Project Company Point of Contact | |
| Site Address | |
| Is the Project Company (entity responsible for contracting with MDOT) or its Members changing? Please explain. | |

Section A: Team Member Replacement(s)

The Project Company is to identify the relevant replacement in Table A1. Only the roles in which the Project Company are replacing a firm should be entered. Qualifications of the identified replacement firm must be entered in Table A3 that address the requirements stated in Table A2.

| Table A1: Identification of Replacement Teaming Partners | | |
|---|---|---|
| **Role** | **Original Proposed Firm/Contact** | **Replacement Firm/Contact** |
| Project Company | | |
| Site Host | | |
| Electric Distribution Utility | | |
| Site Design | | |
| EVSE Hardware | | |

| | | |
|---|---|---|
| Installer / Electrical Contractor | | |
| Charging Network Provider (Software) | | |
| Operations & Maintenance Provider | | |
| Other: *(identify role)* | | |

**Table A2: Required Qualifications and Experience**

| Role | Required Qualifications and Experience |
|---|---|
| Site Host | • A public, private, non-profit, or other entity that owns/operates the property where publicly accessible EVSE will be installed.<br>• Locally staffed to readily address any EVSE related issues. |
| Electric Distribution Utility | • Electric utility with the reliability of service and ability to provide interconnection services that meet the power requirements of the NEVI program. |
| Site Design | • Minimum of one Professional Engineer Licensed in Michigan with experience in electrical and civil design disciplines pertaining to EVSE installation.<br>• Experience designing and permitting at least five 50 kW or higher EVSE that are now operational.<br>• Experience with utility coordination efforts and conflict resolutions for EVSE installations. |
| EVSE (Hardware) | • Ability to provide EVSE equipment that meets the NEVI requirements<br>• At least ten 50 kW or higher EVSE commissioned in the past two years that are still operational. |
| Installer / Electrical Contractor | • Experience constructing and permitting EVSE.<br>• At least five 50 kW or higher EVSE commissioned in the past two years that are still operational.<br>• At least one licensed electrician / electrical contractor that has EVITP or similar certification by the time of RFP proposal submission.<br>• Must be able to meet any EVSE requirements. |

| Table A2: Required Qualifications and Experience | |
|---|---|
| **Role** | **Required Qualifications and Experience** |
| Charging Network Provider (Software) | • Minimum two years of experience collecting, protecting, sharing, and reporting EV charger data.<br>• Minimum two years of experience providing the required software functionality, online connectivity, secure payment processing, and data sharing.<br>• Minimum two years of experience managing an existing charging network, providing at a minimum an online connection and displaying real-time state.<br>• Have a Data Sharing Agreement executed with EGLE by the time of RFP proposal submission. |
| Operations & Maintenance Provider | • Experience providing EVSE O&M for at least five 50 kW or higher EVSE for at least the past 12-months. |

| Table A3: Replacement Firm's Capability to meet Qualifications | | |
|---|---|---|
| **Role** | **Replacement Participant** | **Replacement Participant's Capability to Meet the Role's Required Qualifications and Experience** |
| 1. Site Host | | |
| 2. Electric Distribution Utility | | |
| 3. Site Design | | |
| 4. EVSE (Hardware) | | |
| 5. Installer / Electrical Contractor | | |
| 6. Charging Network Provider (Software) | | |
| 7. Operations & Maintenance Provider | | |

**Section B: Conflict of Interest Disclosure**

*Only to be completed if Team Member have changed from SOQ submittal.*

_____ (Project Company Name) certifies that it has read and understands the following:

The PROJECT COMPANY, its team members, and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of the services under this Contract. The PROJECT COMPANY and its team members are aware of and understand the requirements of 23 CFR, subsection 636.116. "Affiliate" means a corporate entity connected to the PROJECT COMPANY through common ownership. "Team member" means any known entity the PROJECT COMPANY intends to be in a contractual relationship with to complete the work associated with the project. The PROJECT COMPANY, its team members, and its Affiliates agree not to provide any services to a construction contractor or any entity that may have an adversarial interest in the project, for which it has provided services to the DEPARTMENT. The PROJECT COMPANY, its team members, and its Affiliates agree to disclose to the DEPARTMENT, in writing, all other interests that the PROJECT COMPANY, its team members, or sub consultants have or contemplate having during each phase of the project. The phases of the project include, but are not limited to, planning, scoping, early preliminary engineering, design, construction operations and maintenance. In all situations, the DEPARTMENT will decide if a conflict of interest exists. If the DEPARTMENT concludes that a conflict of interest exists, it will inform the PROJECT COMPANY, its team members, and its Affiliates, in writing. If the PROJECT COMPANY, its team members, and its Affiliates choose to retain the interest constituting the conflict, the DEPARTMENT may terminate the Contract for cause in accordance with the provisions stated in the Contract.

☐ The PROJECT COMPANY certifies that no conflict of interest or perceived conflict of interest exists with the subject Project for it, its Affiliates, and any Subconsultants.

☐ The PROJECT COMPANY certifies that the potential conflict(s) of interest or perceived conflict(s) of interest exist with the subject Project for it, its Affiliates, and/or a subconsultant(s). A narrative of the conflict and supporting documentation has been attached.

☐ The PROJECT COMPANY certifies that a potential conflict of interest or perceived conflict of interest has been presented to the DEPARTMENT and has been either mitigated or resolved. A determination letter from the DEPARTMENT has been attached.

This form, and any attachments, must be certified by a person from the PROJECT COMPANY who has contracting authority.

Certified by: Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

# FORM 7: PROJECT SITE OWNERSHIP/USAGE RIGHTS FORM

**INSTRUCTIONS**

(a) Submit one copy of this Form 7 for the Michigan NEVI candidate site selected by the Proposer.

Submit with this Form 7 ONE (1) of the following:

(i) The original deed, deed of trust to the property, or official record
(ii) Mortgage payment booklet/Mortgage Letter
(iii) Contract for Deed
(iv) Land Instalment Contract
(v) Quitclaim Deed

AND

(i) A current property tax bill and title commitment for the proposed property.

(b) Proposers are advised to engage in discussions and negotiations with Site Host regarding appropriate rights. However, any arrangements with Site Host must be on a non-exclusive basis and must not prevent or preclude other Proposers from agreeing arrangements with Site Host.

(c) Provide a signed Site Host Letter of Intent in the form of Form 7 Attachment 1, unless one of the following conditions are met:

(i) If the candidate Site is owned by the Project Company
(ii) If the candidate Site owner and the Project Company are both wholly owned and controlled by the same parent company

## FORM 7 ATTACHMENT 1 - SITE HOST OWNER LETTER OF INTENT

This letter is being signed and delivered in connection with the proposal submitted by the [Proposer Name] ("Proposer") in response to that certain Request for Proposals (the "RFP") issued by the Michigan Department of Transportation ("MDOT"), an agency of the State of Michigan, dated [*], to develop Round 1 of the Michigan National Electric Vehicle Infrastructure program.

The intent of this letter is to evidence a binding, non-exclusive commitment of [Site Host Owner Name] ("Host Site Owner") to allow the Proposer to develop the Site Host Owner's property located at [Insert proposed Project Site Address] ("Proposed Project Site"). This commitment from the Site Host Owner is expected to ensure that the Project can proceed smoothly, adhering to legal and regulatory requirements while mitigating any potential issues related to site ownership or access and usage rights.

By signing this letter the Site Host Owner confirms that, contingent upon award by MDOT of an agreement ("Agreement") to the Proposer under the Michigan NEVI program, the Site Host Owner agrees to execute an agreement with the Proposer (or its designee) necessary to afford access and use of the Site for the construction of compliant electric vehicle Charging Stations and all the associated amenities, and for the operation of the Site for a minimum of 5 years from the commencement of operations.

Proposer Entity Legal Name:

Business Address:

Name of Authorized Proposer Representative:

Telephone Number:

Signature: _____ Date: _____

Host Site Owner Entity Legal Name:

Business Address:

Name of Authorized Proposer Representative:

Contact Telephone Number:

Signature: _____ Date: _____

# FORM 8: UTILITY SUPPORT LETTER OF ~~INTENT~~ SERVICE

## INSTRUCTIONS

(a) Submit one copy of this Form 8 for the Michigan NEVI candidate site selected by the Proposer.

Submit with this Form 8 the following:

(i) A signed Utility Letter of Service stating the Electric Distribution Utility will provide interconnection services at the proposed Site. Cost estimates for Utility Infrastructure are not requested in the Letter of Service.

(i) ~~A signed Utility Support Letter of Intent in the form of Form 8 Attachment 1 to confirm the electric distribution utilities commitment to provide interconnection services.~~

**FORM 8 ATTACHMENT 1 ~~- UTILITY SUPPORT LETTER OF INTENT~~ NOT USED**

~~[LETTERHEAD]~~

~~[DATE]~~
~~[PROJECT COMPANY CONTACT]~~
~~[PROJECT COMPANY]~~
~~[PROJECT COMPANY ADDRESS]~~

~~Dear [PROJECT COMPANY CONTACT],~~

~~This letter is being signed and delivered in connection with the proposal submitted by the [PROJECT COMPANY] ("Proposer") in response to that certain Request for Proposals (the "RFP") issued by the Michigan Department of Transportation ("MDOT"), an agency of the State of Michigan, dated [*], to develop Round 1 of the Michigan National Electric Vehicle Infrastructure program.~~

~~[UTILITY] is pleased to facilitate and support the [PROJECT COMPANY]'s efforts to develop a new publicly accessible [POWER CAPACITY IN KW] electric vehicle Charging Station at [ADDRESS]. [UTILITY] has completed its preliminary review of project details and existing electric distribution infrastructure that is located proximate to the site. In doing so, [UTILITY] has determined the necessary electric distribution system upgrades (utility "make-ready") that are required to interconnect and support the new electric vehicle Charging Station. [UTILITY] will service the Site with a requested service capacity of [AMPS] at [VOLTS]. [UTILITY] has provided the price for the necessary make-ready upgrades to the [PROJECT COMPANY] for incorporation in Form 2 Price Proposal.~~

~~By signing this letter the [UTILITY] confirms that, contingent upon award by MDOT of an agreement ("Agreement") to the Proposer under the Michigan NEVI program, the [UTILITY] agrees to execute an agreement with the Proposer (or its designee) necessary to complete the utility "make-ready" improvements in support of the construction of a compliant electric vehicle Charging Station and for the operation of the Site for a minimum of 5 years from the commencement of operations.~~

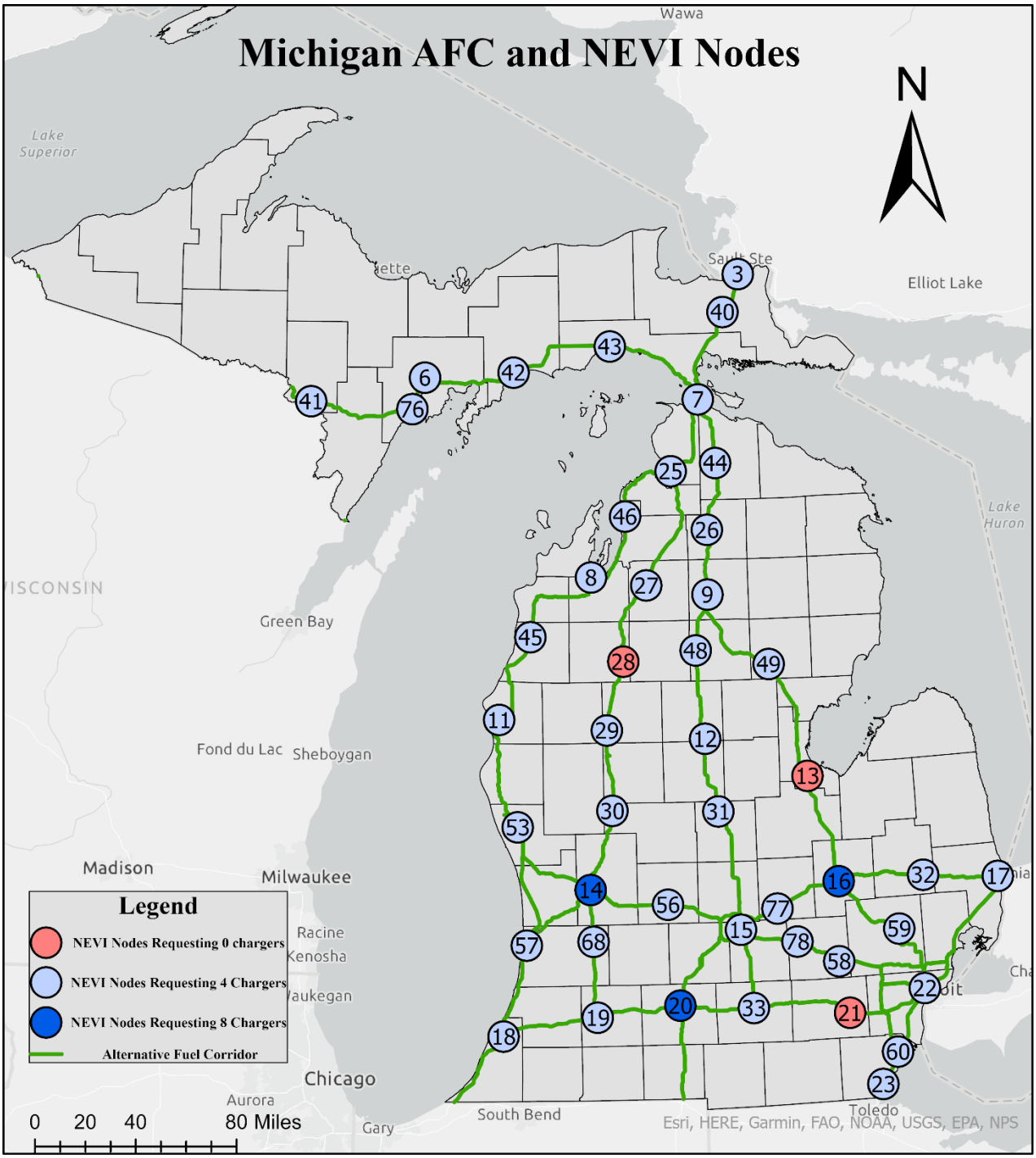
~~Please let us know if we can be of further assistance.~~

~~Sincerely,~~

~~[UTILITY CONTACT]~~

# Exhibit 1: Project Location Map

Online version: Michigan NEVI Planning Map



# Exhibit 2: Project Location Table

| Node | Zip Code | City | Corridor | Number of Needed Chargers | Allocation of Chargers |
|---|---|---|---|---|---|
| 3 | 49724 | Sault Saint Marie | I-75 | 4 | N/A |
| 6 | 49878 | Rapid River | US-41, US-2 | 4 | N/A |
| 7 | 49701 | Mackinaw City | I-75 | 4 | N/A |
| 8 | 49684 | Traverse City | US-31, M-37 | 4 | N/A |
| 9 | 49738 | Grayling | I-75, M-72 | 4 | N/A |
| 11 | 49431 | Ludington | US-31, US-10 | 4 | N/A |
| 12 | 48617 | Clare | US-10, US-127 | 4 | N/A |
| 13* | 48706 | Bay City | I-75, US-10 | 0 | N/A |
| 14** | 49503 | Grand Rapids | I-196, US-131, I-96 | 8 | 4 chargers needed along I-96, 4 chargers needed along I-196/US-131 |
| 15 | 48906 | Lansing | I-69, US-127 | 4 | N/A |
| 16** | 48507 | Flint | I-75, I-69 | 8 | 4 chargers needed along I-75, 4 chargers needed along I-69 |
| 17 | 48060 | Port Huron | I-69, I-94 | 4 | N/A |
| 18 | 49022 | Benton Harbor | I-94, I-196 | 4 | N/A |
| 19 | 49024 | Portage | I-94, US-127 | 4 | N/A |
| 20** | 49068 | Marshall | I-94, I-69 | 8 | 4 chargers needed along I-94, 4 chargers needed along I-69 |
| 21* | 48104 | Ann Arbor | I-94, US-23 | 0 | N/A |
| 22 | 48216 | Detroit | I-94, I-75 | 4 | N/A |
| 23 | 48157 | Luna Pier | I-75 | 4 | N/A |
| 25 | 49770 | Petoskey | US-131, US-31 | 4 | N/A |

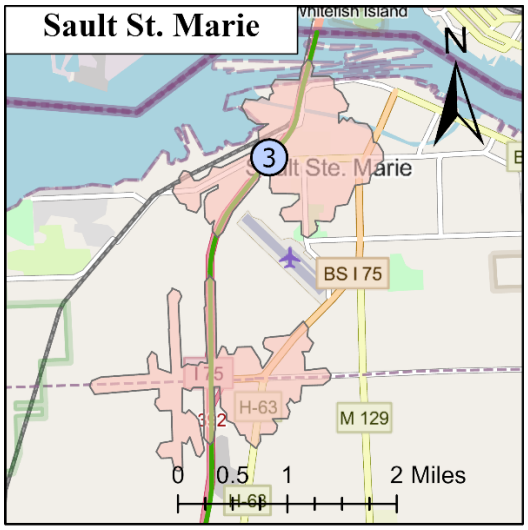
| Node | Zip Code | City | Corridor | Number of Needed Chargers | Allocation of Chargers |
|---|---|---|---|---|---|
| 26 | 49735 | Gaylord | I-75, M-32 | 4 | N/A |
| 27 | 49646 | Kalkaska | US-131, M-72 | 4 | N/A |
| 28* | 49601 | Cadillac | US-131, M-55 | 0 | N/A |
| 29 | 49677 | Reed City | US-131, US-10 | 4 | N/A |
| 30 | 49329 | Howard City | US-131, M-46 | 4 | N/A |
| 31 | 48801 | Alma | US-127, M-46 | 4 | N/A |
| 32 | 48444 | Imlay City | I-69, M-53 | 4 | N/A |
| 33 | 49202 | Jackson | I-94, US-127 | 4 | N/A |
| 58 | 48114 | Brighton | I-96, US-23 | 4 | N/A |
| 40 | 49780 | Rudyard | I-75 | 4 | N/A |
| 41 | 49870 | Norway | US-2 | 4 | N/A |
| 42 | 49854 | Manistique | US-2 | 4 | N/A |
| 43 | 49762 | Naubinway | US-2 | 4 | N/A |
| 44 | 49749 | Indian River | I-75 | 4 | N/A |
| 45 | 49614 | Bear Lake | US-31 | 4 | N/A |
| 46 | 49648 | Kewadin | US-31 | 4 | N/A |
| 48 | 48629 | Houghton Lake | US-127 | 4 | N/A |
| 49 | 48661 | West Branch | I-75 | 4 | N/A |
| 53 | 49445 | Muskegon | US-31 | 4 | N/A |
| 56 | 48846 | Ionia | I-96 | 4 | N/A |
| 57 | 49453 | Saugatuck | I-196 | 4 | N/A |
| 59 | 48326 | Auburn Hills | I-75 | 4 | N/A |
| 60 | 48166 | Newport | I-75 | 4 | N/A |
| 76 | 49829 | Escanaba | US-2 | 4 | N/A |
| 68 | 49344 | Wayland | US-131 | 4 | N/A |
| 77 | 48872 | Perry | I-69 | 4 | N/A |

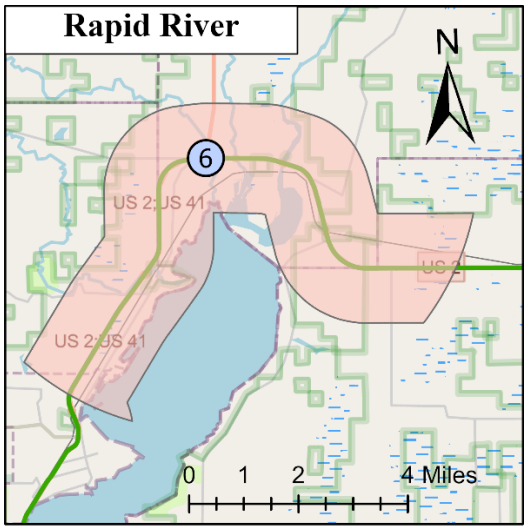
| Node | Zip Code | City | Corridor | Number of Needed Chargers | Allocation of Chargers |
|---|---|---|---|---|---|
| 78 | 48836 | Fowlerville | I-96 | 4 | N/A |

* - No chargers are being requested at the subject Node as there are existing chargers the meet the minimum NEVI requirements at this location

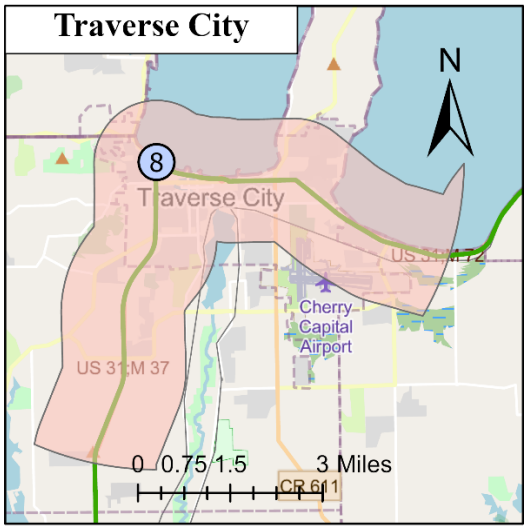
** - Node is located at the intersection of two AFCs, four chargers are being requested on each AFC for a total of eight chargers at the subject Node

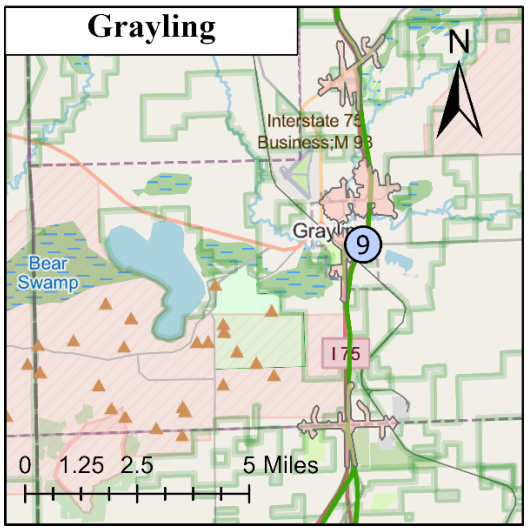
# Exhibit 3: Project Location Maps

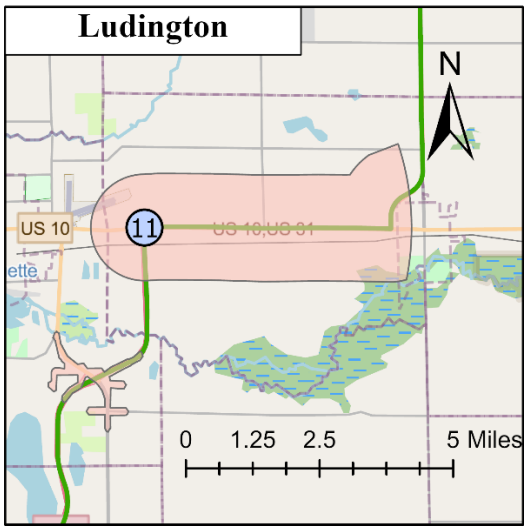

Sault St. Marie
N
3
BS I 75
H-63
M 129
0 0.5 1 2 Miles

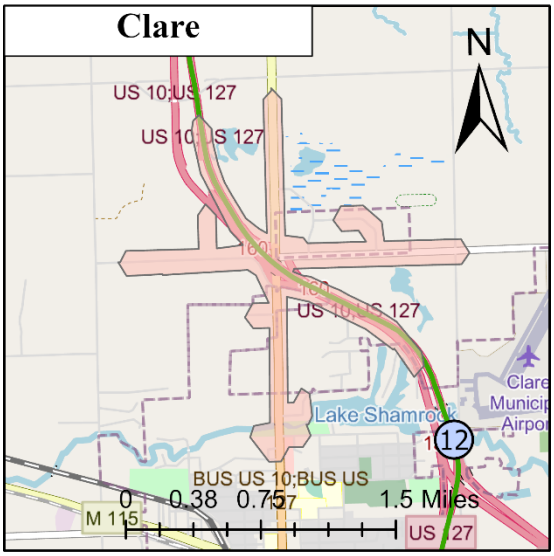

Rapid River
N
6
US 2;US 41
0 1 2 4 Miles

Mackinaw City
N
7
Lakeview Cemetery
Mackinaw City Public Schools
Star Line Ferry
KOA
Village of Mackinaw City Water Treatment Plant
Tee Pee Campgrounds
US 23
0 0.38 0.75 1.5 Miles

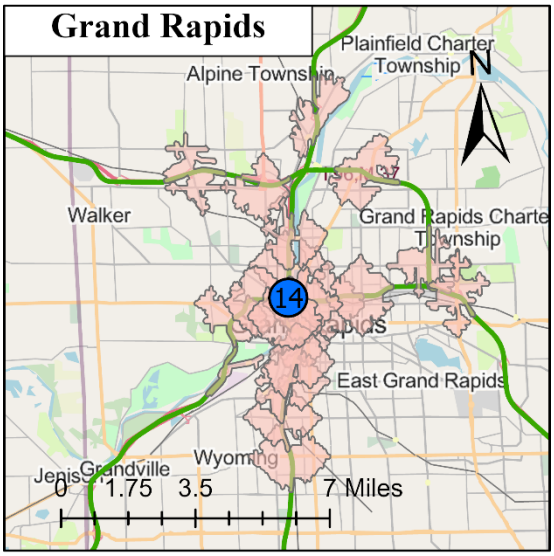

Traverse City
N
8
Traverse City
Cherry Capital Airport
US 31;M 37
0 0.75 1.5 3 Miles

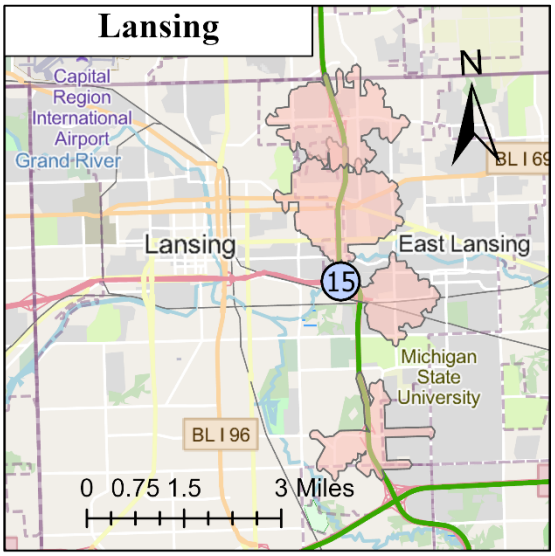

Grayling
N
Interstate 75 Business;M 93
9
Bear Swamp
I 75
0 1.25 2.5 5 Miles

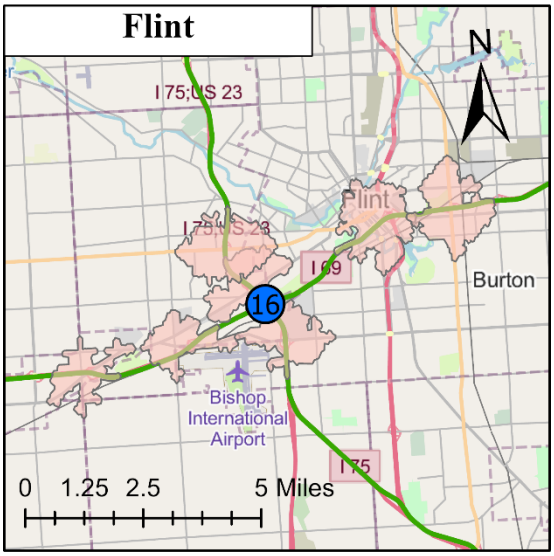

Ludington
N
US 10
11
0 1.25 2.5 5 Miles

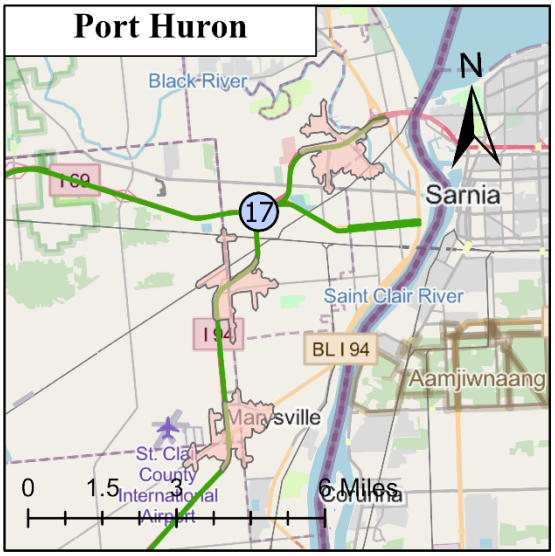

Clare
N
US 10;US 127
US 10;US 127
US 10;US 127
Lake Shamrock
Clare Municipal Airport
12
BUS US 10;BUS US
M 115
US 127
0 0.38 0.75 1.5 Miles

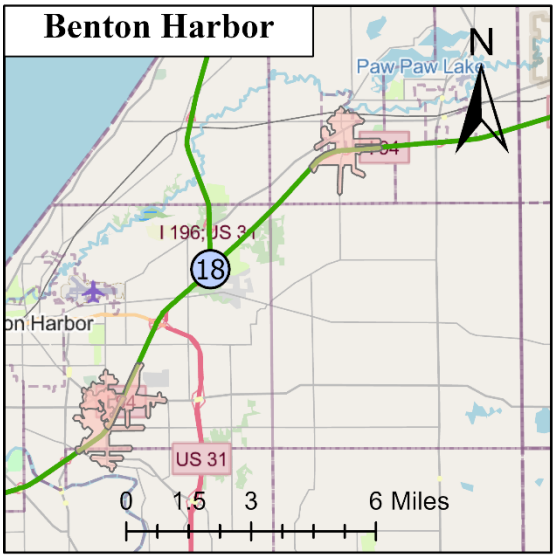
Bay City
N
I 75;US 23
Kawkawlin River
CONN M 13
13
I 75;US 23
Bay City
M 13
0 1.25 2.5 5 Miles

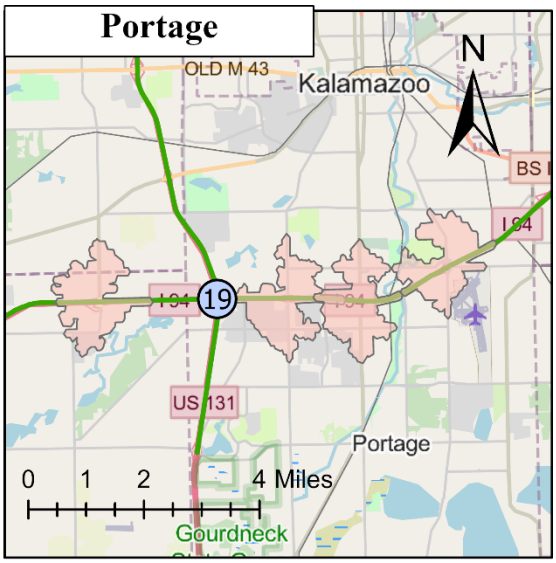

Grand Rapids
N
Plainfield Charter Township
Alpine Township
Walker
Grand Rapids Charter Township
14
East Grand Rapids
Wyoming
Grandville
0 1.75 3.5 7 Miles

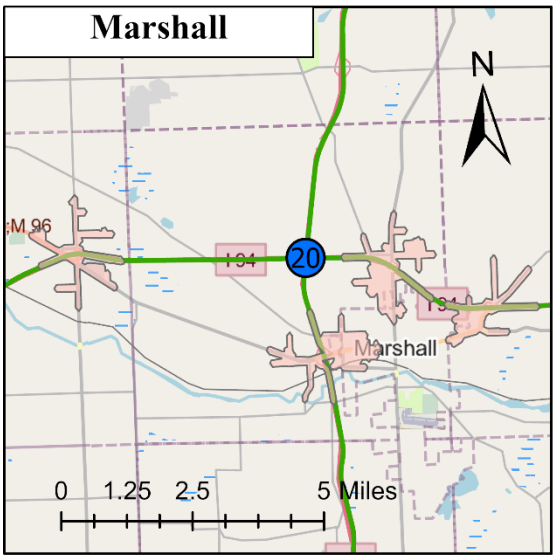

Lansing
N
Capital Region International Airport
Grand River
BL I 69
Lansing
East Lansing
15
Michigan State University
BL I 96
0 0.75 1.5 3 Miles

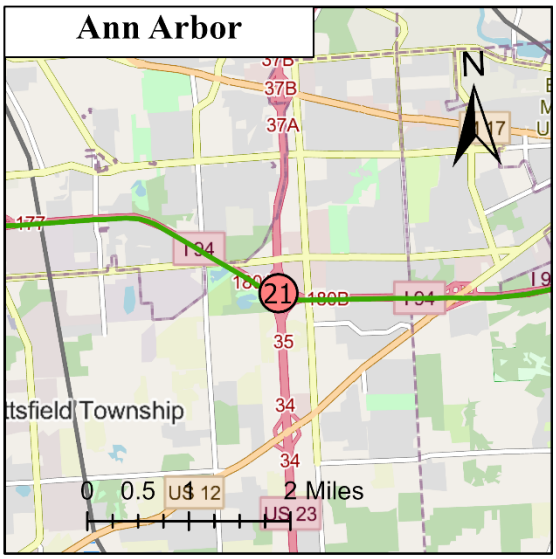

Flint
N
I 75;US 23
Flint
I 69
Burton
16
Bishop International Airport
I 75
0 1.25 2.5 5 Miles


Port Huron
N
Black River
Sarnia
17
Saint Clair River
BL I 94
Aamjiwnaang
Marysville
St. Clair County International Airport
Corunna
0 1.5 3 6 Miles

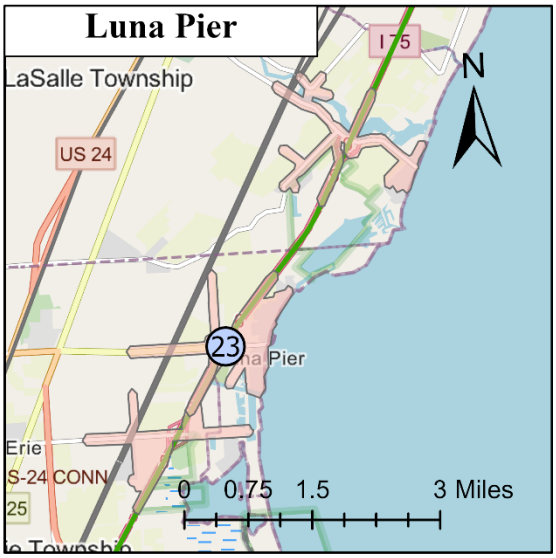

Benton Harbor
N
Paw Paw Lake
I 196; US 31
18
US 31
0 1.5 3 6 Miles

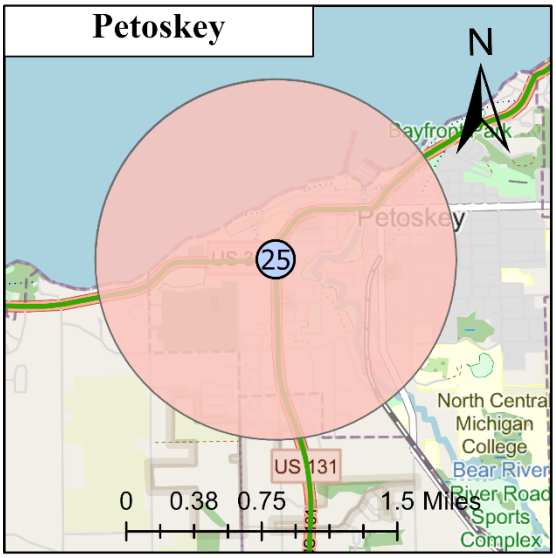

Portage
N
OLD M 43
Kalamazoo
19
US 131
Portage
0 1 2 4 Miles
Gourdneck

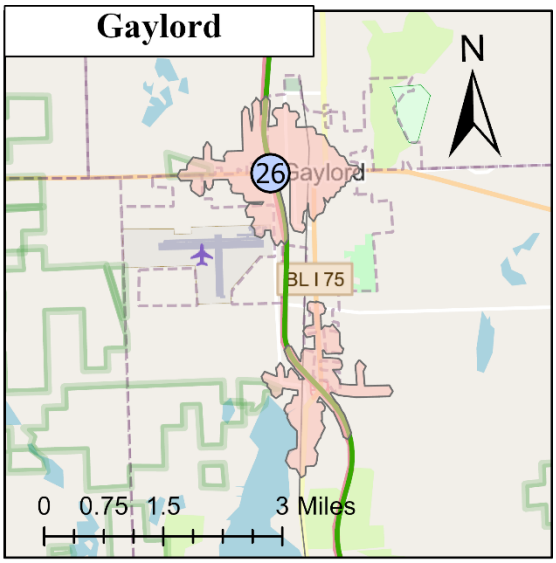

Marshall
N
20
0 1.25 2.5 5 Miles

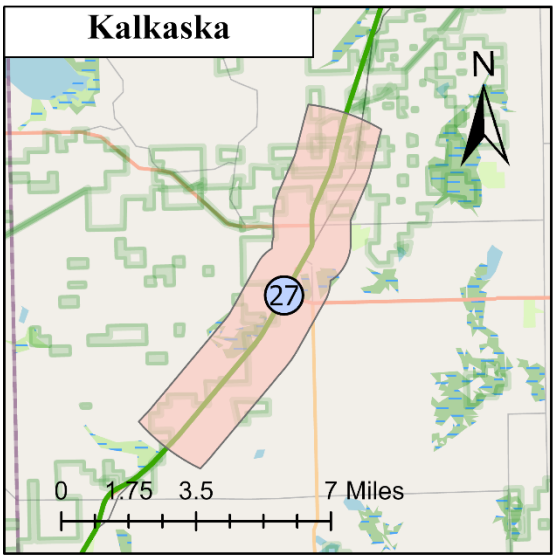

Ann Arbor
N
37B
37A
21
35
34
0 0.5 2 Miles

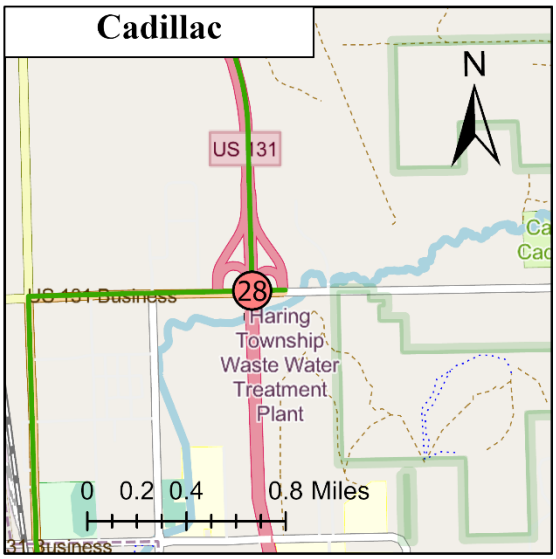
Detroit
N
M 10
M 3
22
Belle
Dearborn
Livernois Yard
Windsor
River Rouge
0 1.5 3 6 Miles

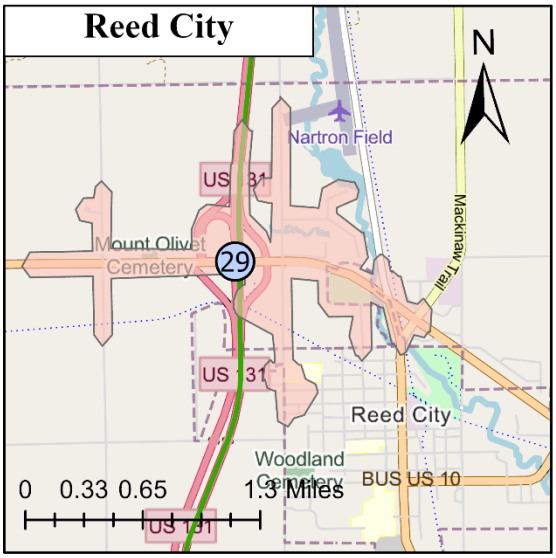

Luna Pier
N
LaSalle Township
US 24
23
Erie
0 0.75 1.5 3 Miles


Petoskey
N
25
Petoskey
US 131
North Central Michigan College
Bear River
River Road Sports Complex
0 0.38 0.75 1.5 Miles


Gaylord
N
26
Gaylord
BL I 75
0 0.75 1.5 3 Miles


Kalkaska
N
27
0 1.75 3.5 7 Miles

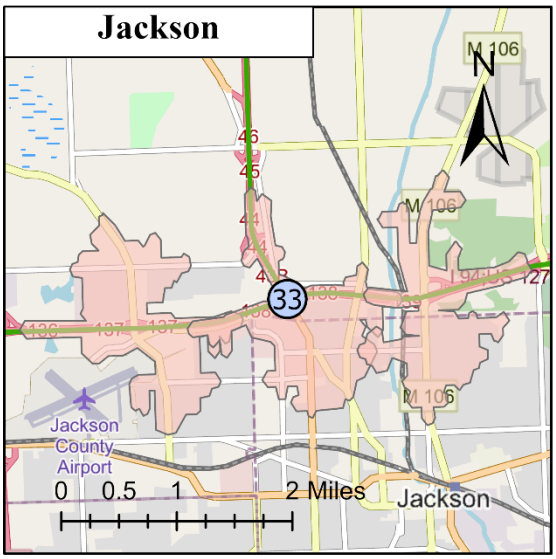

Cadillac
N
US 131
US 131 Business
28
Haring Township Waste Water Treatment Plant
0 0.2 0.4 0.8 Miles

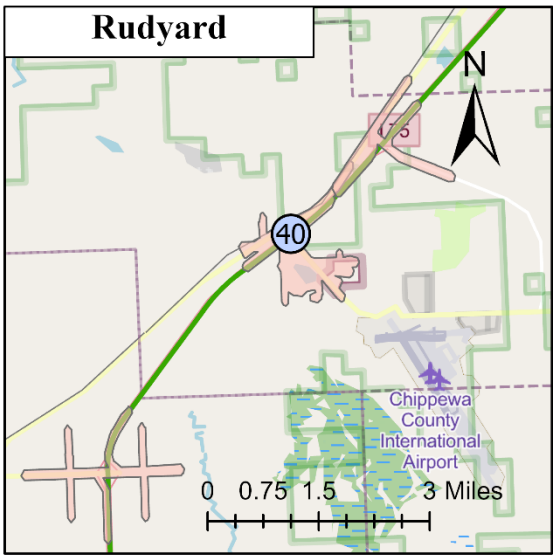

Reed City
N
Nartron Field
US 131
Mount Olivet Cemetery
29
Mackinaw Trail
US 131
Reed City
Woodland Cemetery
BUS US 10
0 0.33 0.65 1.3 Miles

Howard City
N
US 131
M 46
30
0 1.25 2.5 5 Miles

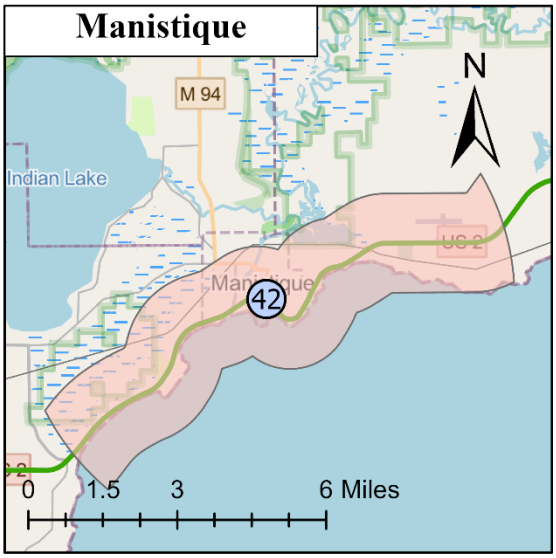
Alma
N
US 127
31
Saint Louis
M 46
BUS US 127
BUS US 127
Alma
0 0.75 1.5 3 Miles

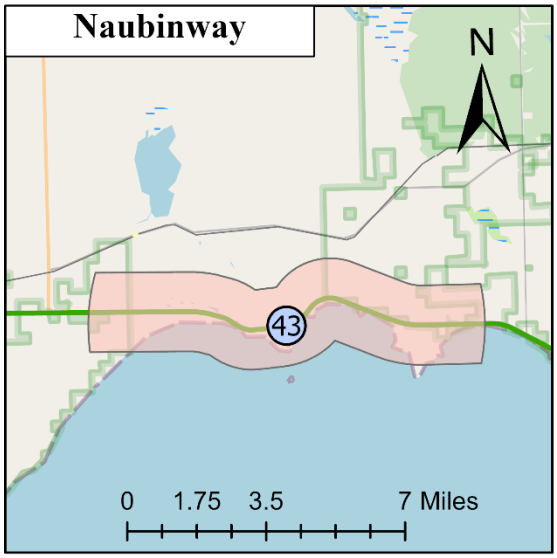
Imlay City
N
M 53
32
0 1 2 4 Miles
M 53


Jackson
N
M 106
33
Jackson County Airport
0 0.5 1 2 Miles
Jackson


Rudyard
N
40
Chippewa County International Airport
0 0.75 1.5 3 Miles

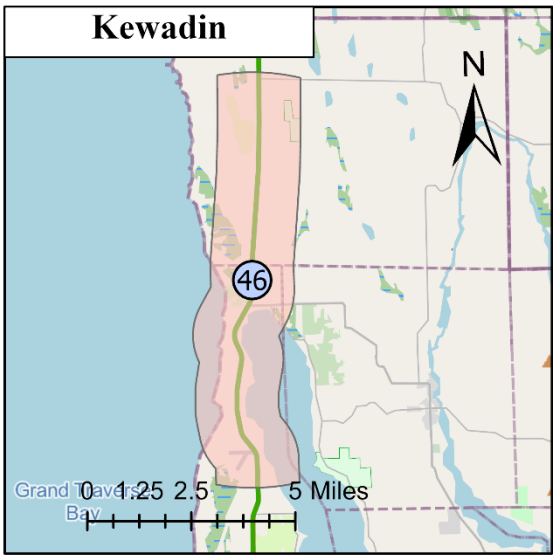
Norway
N
US 2
41
US 141
0 1.25 2.5 5 Miles


Manistique
N
M 94
Indian Lake
US 2
42
0 1.5 3 6 Miles

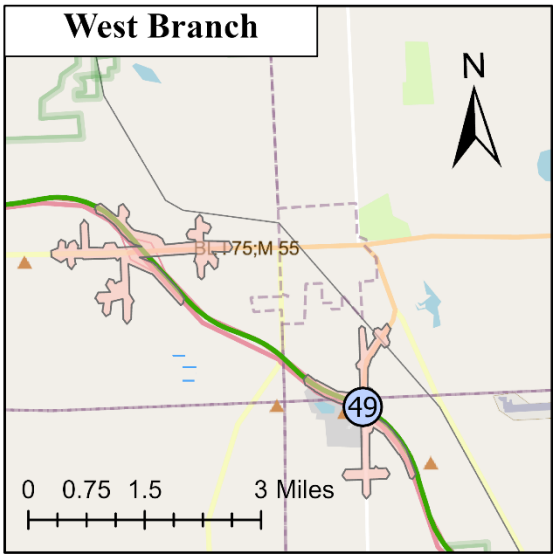

Naubinway
N
43
0 1.75 3.5 7 Miles

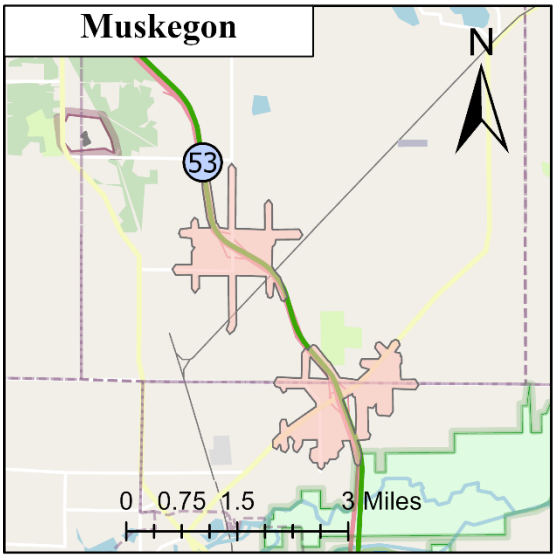
Indian River
N
Burt Lake
44
0 1 2 4 Miles

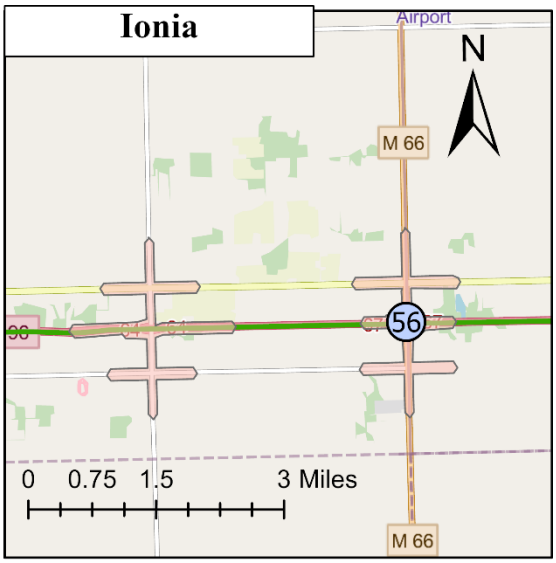
Bear Lake
N
45
0 1.75 3.5 7 Miles


Kewadin
N
46
0 1.25 2.5 5 Miles

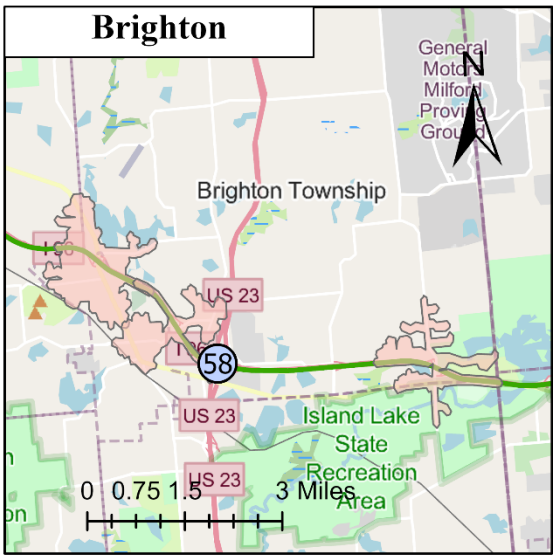
Houghton Lake
N
48
Houghton
Lake Wildlife
Research
Area
0 0.75 1.5 3 Miles


West Branch
N
49
0 0.75 1.5 3 Miles

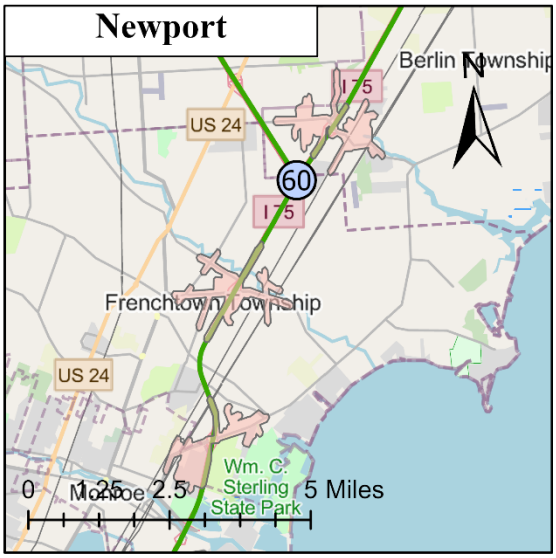

Muskegon
N
53
0 0.75 1.5 3 Miles

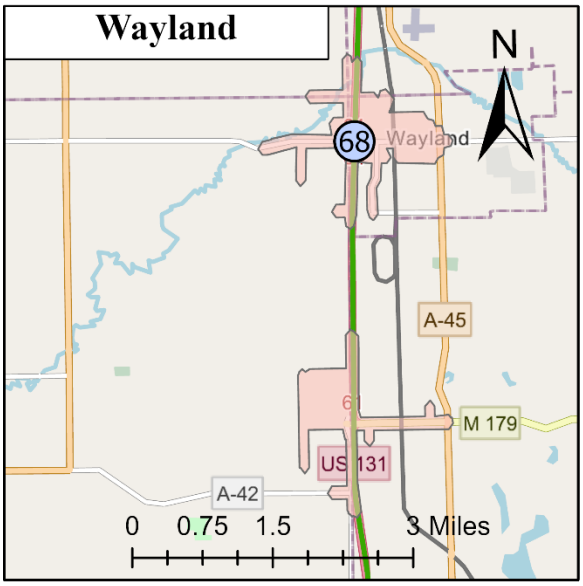

Ionia
Airport
N
M 66
56
0 0.75 1.5 3 Miles
M 66

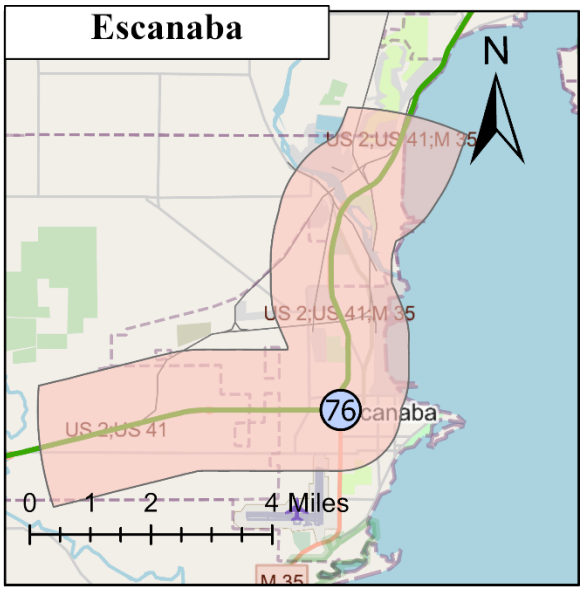
Saugatuck
I 196; US 31
N
57
I 196; US 31
0 1 2 4 Miles

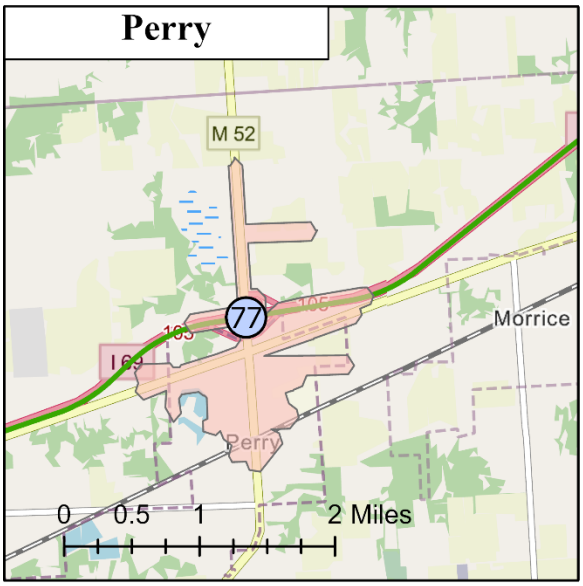

Brighton
N
Brighton Township
US 23
58
US 23
Island Lake
State
Recreation
Area
US 23
0 0.75 1.5 3 Miles

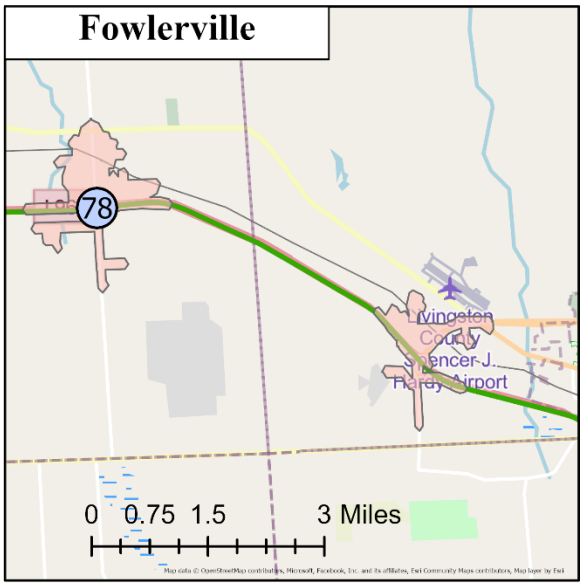
Auburn Hills
M 24
N
59
Auburn Hills
BL I 75
0 0.75 1.5 3 Miles
US 24
Pontiac


Newport
Berlin Township
N
US 24
60
I 75
Frenchtown Township
US 24
Wm. C.
Sterling
State Park
0 1.25 2.5 5 Miles




**Legend**

- NEVI Nodes Requesting 8 Chargers
- NEVI Nodes Requesting 4 Chargers
- NEVI Nodes Not Requesting Chargers
- One Mile Polygon
- Alternative Fuel Corridor

# Exhibit 4: Preferred Site Location Polygons

| Corridor | Exit Name | Exit Number |
|---|---|---|
| I-196 | Exit 34: 124th Ave | Exit 34 |
| I-196 | Exit 36: 68th St | Exit 36 |
| I-196 | Exit 41: Co Rd A-2 | Exit 41 |
| I-196 | Exit 49: MI-40 | Exit 49 |
| I-196 | Exit 73: Indian Mounds Dr | Exit 73 |
| I-196 | Exit 75: Lake Michigan Dr | Exit 75 |
| I-196 | Exit 76: Lane Ave NW | Exit 76 |
| I-196 | Exit 78: College Ave NW | Exit 78 |
| I-196 | Exit 79: Fuller Ave NE | Exit 79 |
| I-196 | Exit 77C: Ottawa Ave | Exit 77C |
| I-69 | Exit 36: MI-96 / I-94 BL / Michigan Ave | Exit 36 |
| I-69 | Exit 105: MI-52 | Exit 105 |
| I-69 | Exit 129: Miller Rd | Exit 129 |
| I-69 | Exit 131: Bristol Rd | Exit 131 |
| I-69 | Exit 136: S Grand Traverse St / Saginaw St | Exit 136 |
| I-69 | Exit 138: MI-54 | Exit 138 |
| I-69 | Exit 163: S Lake Pleasant Rd | Exit 163 |
| I-69 | Exit 168: MI-53 / Van Dyke Rd | Exit 168 |
| I-75 | Exit 5: Erie Rd | Exit 5 |
| I-75 | Exit 6: Luna Pier Rd | Exit 6 |
| I-75 | Exit 9: Otter Creek Rd | Exit 9 |
| I-75 | Exit 15: N Dixie Hwy | Exit 15 |
| I-75 | Exit 18: Nadeau Rd | Exit 18 |
| I-75 | Exit 21: Swan Creek Rd | Exit 21 |
| I-75 | Exit 79: University Dr | Exit 79 |
| I-75 | Exit 81: Lapeer Rd | Exit 81 |
| I-75 | Exit 83: Joslyn Rd | Exit 83 |
| I-75 | Exit 84: Baldwin Rd | Exit 84 |
| I-75 | Exit 116: Bristol Rd | Exit 116 |
| I-75 | Exit 117: Miller Rd | Exit 117 |
| I-75 | Exit 118: MI-21 / Corunna Rd | Exit 118 |
| I-75 | Exit 212: Co Rd 23 / Cook Rd | Exit 212 |
| I-75 | Exit 215: MI-55 | Exit 215 |
| I-75 | Exit 251: W 4 Mile Rd | Exit 251 |
| I-75 | Exit 259: Hartwick Pines Rd | Exit 259 |
| I-75 | Exit 279: Old US 27 | Exit 279 |
| I-75 | Exit 282: M-32 | Exit 282 |
| I-75 | Exit 310: MI-68 | Exit 310 |
| I-75 | Exit 313: Straits Hwy | Exit 313 |
| I-75 | Exit 338: S Nicolet St | Exit 338 |

| Corridor | Exit Name | Exit Number |
|---|---|---|
| I-75 | Exit 339: E Jamet St | Exit 339 |
| I-75 | Exit 373: 19 Mile Rd | Exit 373 |
| I-75 | Exit 392: 3 Mile Rd | Exit 392 |
| I-75 | Exit 394: W Easterday Ave | Exit 394 |
| I-75 | Exit 44: Dearborn St | Exit 44 |
| I-75 | Exit 47A: Clark Ave | Exit 47A |
| I-75 | Exit 49A: Rosa Parks Blvd | Exit 49A |
| I-75 | Exit 50: Gd River Ave | Exit 50 |
| I-75 | Exit 57: McNichols Rd | Exit 57 |
| I-75 | Exit 55: Caniff Ave/ Holbrook Ave | Exit 55 |
| I-75 | Exit 54: Clay St | Exit 54 |
| I-75 | Exit 53A: Warren Ave | Exit 53A |
| I-75 | Exit 46: Livernois St/ Dragoon St | Exit 46 |
| I-75 | Exit 45: Springwells St | Exit 45 |
| I-75 | Exit 52: Mack Ave | Exit 52 |
| I-75 | Exit 378: M-80 | Exit 378 |
| I-75 | Exit 379: Gaines Hwy | Exit 379 |
| I-75 | Exit 254: Downtown Grayling/ Traverse City | Exit 254 |
| I-75 | Exit 256: N Down River Rd | Exit 256 |
| I-94 | Exit 29: Pipestone Rd | Exit 29 |
| I-94 | Exit 30: E Napier Ave | Exit 30 |
| I-94 | Exit 39: Friday Rd | Exit 39 |
| I-94 | Exit 72: 9th St | Exit 72 |
| I-94 | Exit 75: Oakland Dr | Exit 75 |
| I-94 | Exit 78: Portage St | Exit 78 |
| I-94 | Exit 104: 11 Mile Rd | Exit 104 |
| I-94 | Exit 110: US-27 | Exit 110 |
| I-94 | Exit 112: Partello Rd | Exit 112 |
| I-94 | Exit 137: Airport Rd | Exit 137 |
| I-94 | Exit 138: US-127 | Exit 138 |
| I-94 | Exit 139: MI-106 | Exit 139 |
| I-94 | Exit 266: I-94 BL / Gratiot Ave | Exit 266 |
| I-94 | Exit 269: Range Rd | Exit 269 |
| I-94 | Exit 274A/B: Lapeer Connector | Exit 274 |
| I-94 | Exit 76A: Westnedge Ave | Exit 76A |
| I-96 | Exit 28: Walker Ave NW | Exit 28 |
| I-96 | Exit 30: Alpine Ave NW | Exit 30 |
| I-96 | Exit 33: MI-44 / Plainfield Ave NE | Exit 33 |
| I-96 | Exit 36: Leonard St | Exit 36 |
| I-96 | Exit 38: Beltline Ave | Exit 38 |
| I-96 | Exit 64: Jordan Lake Rd | Exit 64 |
| I-96 | Exit 67: MI-66 | Exit 67 |

| Corridor | Exit Name | Exit Number |
|---|---|---|
| I-96 | Exit 129: S Grand Ave | Exit 129 |
| I-96 | Exit 133: MI-59 | Exit 133 |
| I-96 | Exit 145: Grand River Ave | Exit 145 |
| I-96 | Exit 147: Spencer Rd | Exit 147 |
| I-96 | Exit 151: Kensington Rd | Exit 151 |
| US-127 | Exit 11: Dunckel Dr | Exit 11 |
| US-127 | Exit 78: Saginaw St/ Gd River Ave | Exit 78 |
| US-127 | Exit 79: Lake Lansing Rd | Exit 79 |
| US-127 | Exit 127: Monroe Rd | Exit 127 |
| US-127 | Exit 160: Colonville Rd | Exit 160 |
| US-127 | Exit 123: Lincoln Rd | Exit 123 |
| US-127 | Exit 124: State Rd | Exit 124 |
| US-127 | Exit 194: Lake City Rd | Exit 194 |
| US-127 | Exit 189: Snowbowl Rd | Exit 189 |
| US-127 | Exit 9: Trowbridge Rd | Exit 9 |
| US-131 | Exit 81: 28th St | Exit 81 |
| US-131 | Exit 82AB: Burton St | Exit 82AB |
| US-131 | Exit 83B: Franklin St | Exit 83B |
| US-131 | Exit 84AB: Wealthy St/ Cherry St | Exit 84AB |
| US-131 | Exit 87: Leonard St | Exit 87 |
| US-131 | Exit 88: Ann St | Exit 88 |
| US-131 | Exit 91: River Dr | Exit 91 |
| US-131 | Exit 120: Edgar Rd | Exit 120 |
| US-131 | Exit 153: US Highway 10 | Exit 153 |
| US-131 | Exit 118: Howard City | Exit 118 |
| US-131 | Exit 125: Jefferson Rd | Exit 125 |
| US-131 | Exit 83A: Hall St | Exit 83A |
| US-131 | Exit 83B: Franklin St | Exit 83B |
| US-131 | Exit 85B: Pearl St | Exit 85B |
| US-131 | Non-Limited Access | Non-Limited Access |
| US-131 | Exit 64: 135th Ave | Exit 64 |
| US-131 | Exit 61: 129th Ave | Exit 61 |
| US-131 | Non-Limited Access | Non-Limited Access |
| US-2 | Non-Limited Access | Non-Limited Access |
| US-2 | Non-Limited Access | Non-Limited Access |
| US-2 | Non-Limited Access | Non-Limited Access |
| US-2 | Non-Limited Access | Non-Limited Access |
| US-2 | Non-Limited Access | Non-Limited Access |
| US-31 | Exit 118: Holton Rd | Exit 118 |
| US-31 | Exit 121: Russell Rd | Exit 121 |
| US-31 | Exit 126: White Lake Dr | Exit 126 |
| US-31 | Non-Limited Access | Non-Limited Access |

| Corridor | Exit Name | Exit Number |
|---|---|---|
| US-31 | Non-Limited Access | Non-Limited Access |
| US-31 | Non-Limited Access | Non-Limited Access |
| US-31 | Non-Limited Access | Non-Limited Access |
| US-31 | Exit 166: Pere Marquette Hwy | Exit 166 |
| US-31 | Non-Limited Access | Non-Limited Access |

# DESIGN-BUILD-OPERATE-MAINTAIN CONTRACT

# BOOK 1

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**Statewide**

**Design-Build-Operate-Maintain Project**

**National Electric Vehicle Infrastructure (NEVI)**

**Round 1**

**Job Number: 217941**

**Addendum ~~1~~ 2**

**October ~~17~~ 23, 2023**

Michigan Department of Transportation

# Table of Contents

**1 Contract Components; Interpretation of Contract Documents ..... 1**
1.1 Certain Definitions ..... 1
1.2 Contract Documents ..... 1
1.3 Order of Precedence ..... 1
1.4 Interpretations ..... 2
1.5 Referenced Standards and Specifications ..... 2
1.6 Omission of Details; Clarification by MDOT ..... 2
1.7 Computation of Periods ..... 3
1.8 Federal Requirements ..... 3
1.9 NOT USED ..... 3

**2 Obligations of Project Company ..... 4**
2.1 Performance Requirements ..... 4
2.1.1 Performance of Work ..... 4
2.1.2 Performance Standards ..... 4
2.1.3 Performance as Directed ..... 4
2.2 General Obligations of Project Company ..... 4
2.3 Representations, Warranties and Covenants ..... 6
2.3.1 Maintenance of Professional Qualifications ..... 6
2.3.2 Evaluation of Constraints ..... 6
2.3.3 Feasibility of Performance ..... 7
2.3.4 Review of Site Information ..... 7
2.3.5 Governmental Approvals ..... 7
2.3.6 Progression of Work ..... 7
2.3.7 Design, Engineering, Construction, Operations, and Maintenance Personnel ..... 8
2.3.8 Authorization ..... 8
2.3.9 Legal, Valid and Binding Obligation ..... 8
2.3.10 False or Fraudulent Statements and Claims ..... 8
2.4 Design Requirements ..... 9
2.4.1 Design Review Process; Compliance with Design ..... 9
2.4.2 Ownership of Design ..... 9

**3 Responsibility for Design, Construction, Operations, and Maintenance; Disclaimer ..... 10**
3.1 NOT USED ..... 10
3.2 Responsibility for Design, Construction, Operations, and Maintenance ..... 10
3.3 NOT USED ..... 10
3.4 Professional Licensing Laws ..... 10
3.5 Certifications ..... 10

**4 Time within Which Project shall be Completed; Scheduling ..... 11**
4.1 Time of Essence ..... 11

4.2 Notices to Proceed ....11
4.2.1 Execution of Contract ....11
4.2.2 Notice to Proceed ....11
4.3 Completion Deadlines ....11
4.3.1 Seasonal and Weather Considerations. ....11
4.3.2 Construction Work ....11
4.4 Contract Schedule ....11
4.5 Prerequisites for Start of Construction ....12
4.6 NOT USED ....12
4.7 Prerequistes for Starting Operations and Maintenance ....12

**5 Control of Work ....14**
5.1 Control and Coordination of Work ....14
5.2 Safety and Health ....14
5.3 Process to Be Followed for Discovery of Certain Site Conditions ....14
5.3.1 Discovery of Certain Site Conditions ....14
5.3.2 Further Investigation & Remediation Work ....14
5.3.3 Recommence Work ....14
5.3.4 Alternative Procedure ....15
5.4 Obligation to Minimize Impacts ....15
5.5 Consent to Oversight; Obligation to Uncover Work ....15
5.5.1 Oversight, Inspection, and Testing by MDOT and Others ....15
5.5.2 Obligation to Uncover Finished Work ....15
5.6 Effect of Oversight, Spot Checks, Audits, Tests, Acceptances, and Approvals ....16
5.6.1 Oversight and Acceptance ....16
5.6.2 No Estopped ....16
5.7 Nonconforming Work ....16
5.7.1 Rejection, Removal, and Replacement of Work ....16
5.7.2 Acceptance of Nonconforming Work ....17
5.8 NOT USED ....17

**6 Environmental Compliance ....18**
6.1 NOT USED ....18
6.2 Environmental Compliance ....18
6.2.1 Mitigation Requirements ....18
6.2.2 New Environmental Approvals ....18

**7 Equal Employment Opportunity; Subcontracts; Labor ....20**
7.1 Equal Employment Opportunity ....20
7.1.1 Equal Employment Opportunity Policy ....20
7.1.2 Inclusion in Subcontracts ....20
7.2 NOT USED ....20
7.3 Subcontracting Requirements ....20
Changes to Subcontractors ....20

7.3.1 Subcontracting of Contract Work ....20
7.3.2 Subcontract Terms ....21
7.4 Employee Performance Requirements ....21

**8 Surety Bonds ....22**
8.1 Performance and Lien Bond ....22
8.2 Utility Work ....22
8.3 No Relief of Liability ....22

**9 Insurance ....23**
9.1 Project Company Provided Insurance ....23
9.1.1 Professional Liability Insurance ....23

**10 Risk of Loss ....24**
10.1 Site Security ....24
10.2 Maintenance and Repair of Work and On-Site Property ....24
10.2.1 Responsibility of Project Company ....24
10.2.2 NOT USED ....24
10.3 Damage to Off-Site Property ....24
10.4 Title ....24

**11 Payment ....25**
11.1 Contract Price ....25
11.1.1 Contract Price ....25
11.1.2 Items Included in Contract Price ....25
11.1.3 Delay in Issuance of Award ....26
11.2 Invoices and Payment ....26
11.3 Limitations on Payment ....26
11.3.1 Payment Limitation ....26
11.3.2 Not Used ....26
11.4 Deductions ....26
11.5 Payments to Subcontractors ....27
11.6 Milestone Payment Schedule ....27
11.6.1 Uptime Calculation based on milestone payment schedule ....28

**12 NOT USED ....30**

**13 Changes in the Work ....31**
13.1 Definition of and Requirements Relating to Change Orders ....31
13.2 Significant Changes in the Character of Work ....31
13.3 Procedure for Work Orders ....32
13.4 Procedure for Claims ....32
13.4.1 Eligible Changes ....32
13.4.2 Claims Review Process ....33
13.4.3 Performance of Disputed Work ....33

13.5 Contents of Change Orders ....33
13.5.1 Work Plan ....34
13.5.2 Cost Estimate....34
13.5.3 Impacted Delay Analysis....34
13.5.4 Other Supporting Documentation ....34
13.6 Certain Limitations....34
13.6.1 Limitation on Contract Price Increases ....34
13.6.2 Limitation on Delay and Disruption Damages....35
13.6.3 Limitation on Extensions of Time ....36
13.7 Negotiated Price Change Orders ....36
13.7.1 Unit Price Change Orders....36
13.7.2 Added Work ....36
13.7.3 Deleted Work ....37
13.7.4 Work Both Added and Deleted ....37
13.8 Time and Materials Change Orders (Force Account)....37
13.8.1 Construction Costs....37
13.8.2 Non-Construction Labor Costs....37
13.9 Differing Site Conditions....38
13.9.1 Responsibilities of MDOT ....38
13.9.2 Project Company Burden of Proof ....38
13.10 Certain Events....38
13.11 Not Used ....39
13.12 Matters Not Eligible for Change Orders ....39
13.13 Waiver ....40
13.14 No Release or Waiver ....40
13.14.1 Extension of Time for Performance ....40
13.14.2 No Change Order Based on Course of Conduct or Order by Unauthorized Person....40
13.15 Contract Price Change ....40
13.16 NOT USED....40

**14 Suspension of Work ....42**

**15 Termination of Contract for Convenience ....43**
15.1 No Property Interest ....43

**16 Default ....44**

**17 NOT USED....45**

**18 Indemnification....46**
18.1 Indemnifications by Project Company....46
18.1.1 General Indemnities....46
18.1.2 Design Defects....46
18.2 Not Used ....46

18.3 No Effect on Other Rights ....46
18.4 CERCLA Agreement ....46

**19 Partnering, Claims for Adjustment and Disputes ....47**
19.1 Partnering ....47
19.2 Claims for Compensation Adjustment and Disputes ....47

**20 Completion of Project ....48**
20.1 Final Construction Completion ....48
20.1.1 Substantial Construction Notice by Project Company ....48
20.1.2 Correction of Defects ....48
20.1.3 Notice of Substantial Construction Completion ....49
20.2 Final Construction Acceptance ....49
20.2.1 Conditions to Final Construction Acceptance ....49
20.2.2 Inspection and Issuance of Notice of Final Construction Acceptance ....51
20.2.3 Overpayments; No Relief from Continuing Obligations ....51
20.3 NOT USED ....51
20.4 Assignment of Causes of Action ....51
20.5 O&M Term Completion ....51
20.5.1 Annual O&M Term Completion Notice ....51
20.5.2 Correction of Defects ....52
20.5.3 Notice of Annual O&M Term Completion ....52
20.6 Contract Expiry Obligations ....52

**21 Not Used ....54**

**22 Documents and Records ....55**
22.1 Escrowed Proposal Documents ....55
22.1.1 Review of EPD ....55
22.1.2 Property of Project Company ....55
22.1.3 Representation and Warranty ....56
22.1.4 Contents of EPD ....56
22.1.5 Format of EPD ....56
22.1.6 Review by MDOT ....57
22.1.7 Return of EPD ....57
22.2 Subcontractor Pricing Documents ....57
22.3 Project Records ....57
22.3.1 Maintenance of Records ....57
22.3.2 Audit and Inspection Rights ....57
22.3.3 Audit of Time and Materials Work ....58
22.3.4 Change Order Pricing Data ....58
22.3.5 Claims Audits ....58
22.4 Retention of Records ....59
22.5 Freedom of Information Act ....60

22.5.1 Applicability of Act ....60
22.5.2 Confidential Materials ....60

# Tables

Table 11-1: Milestone Payment Schedule ....28

# Exhibits

Exhibit 1-A Acronyms and Definitions ....61
Exhibit 1-B Not Used ....80
Exhibit 1-C Modifications to Division 1 of the 2020 MDOT Standard Specifications for Construction ....81

This Design-Build-Operate-Maintain Contract is entered into by and between the State of Michigan ("MDOT") and Project Company, effective as of the last date set forth on the signature page hereto, with reference to the definitions contained in Exhibit 1-A hereto and the following facts:

## Recitals

A. MDOT wishes to use a design-build-operate-maintain delivery to design, construct, operate, and maintain electric vehicle (EV) charging sites deployed as part of this project. The project includes the deployment of National Electric Vehicle Infrastructure (NEVI) compliant charging infrastructure along Michigan's Alternative Fuel Corridors (AFC). A NEVI site includes a minimum of four network-connected direct current (DC) 150-kilowatt (kW) charging ports capable of simultaneously and continuously charging four EVs, located within one mile driving distance of a Michigan AFC (see the Michigan NEVI Planning Map for definition of one mile driving distance), and available for use by the public 24 hours a day, seven days a week, and on a year-round basis, with minor exceptions. Operations and maintenance (O&M) of the EV charging infrastructure must be provided for at least five years following the date of Final Construction Acceptance.

B. The parties intend for the Contract to be a lump-sum Design-Build-Operate-Maintain contract obligating Project Company to perform all work necessary to complete the Project by the deadlines specified herein, for the Contract Price, subject only to certain specified limited exceptions. To allow MDOT to budget for the Project and to reduce the risk of cost overruns, the Contract includes restrictions affecting Project Company's ability to make Claims for an increase to the Contract Price or an extension of the Completion Deadlines.

C. Not Used

D. The Michigan NEVI Planning Map identifies preferred site locations along Interstates and US Routes designated by the Federal Highway Administration (FHWA) as an Electric Vehicle Alternative Fuel Corridor eligible for DC fast charging sites based on the NEVI Formula Program Guidance. The polygons along the **limited access** corridors (all Interstates and some US Routes) shown in the 'NEVI Candidate Sites' layer displays the area that a driver could travel within 1-mile of the Interstate at an exit. Similarly, for the **non-limited access** portions of the EV AFCs along US Routes, the 'NEVI Candidate Sites' layer shows the 1-mile buffer area along the entire route that is eligible for a proposed NEVI charging site. The preferred locations were grouped by corridor, and MDOT intends to select one site from each group as part of Round 1. MDOT and Project Company both intend for Project Company to assume full responsibility and liability with respect to the design, construction, operations, and maintenance of the Project and MDOT and Project Company both intend for Project Company to indemnify and hold harmless MDOT and others with respect to any defects in the Project which may relate to Errors in this Request for Proposals and referenced information.

E. Project Company will own the Project throughout the duration of the Contract and retain ownership of the Project following the Expiry Date. MDOT's obligations under this contract, expressed or implied, shall terminate as of the Expiry Date.

NOW, THEREFORE, in consideration of the sums to be paid to Project Company by MDOT, the foregoing premises and the covenants and agreements set forth herein, the parties hereto hereby agree as follows.

# 1 Contract Components; Interpretation of Contract Documents

## 1.1 Certain Definitions

Exhibit 1-A hereto contains the meaning of various terms used in the Contract Documents.

## 1.2 Contract Documents

The term "Contract Documents" shall mean the documents listed in Book 1, Section 1.3, including all exhibits thereto.

## 1.3 Order of Precedence

Each of the Contract Documents is an essential part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete contract. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

A. Change Orders and Contract amendments

B. Contract, as executed by MDOT and Project Company

C. Book 1 (Design-Build-Operate-Maintain Contract)

D. Book 2 (Project Requirements)

E. Book 3 (Applicable Standards)

F. The Proposal, except if the Proposal includes statements that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the Contract Documents or to perform services in addition to those otherwise required, or otherwise contains terms that are more advantageous to MDOT than the requirements of the Contract Documents, as determined by MDOT, Project Company's obligations hereunder shall include compliance with all such statements, offers and terms.

G. The Statement of Qualifications, except if the Statement of Qualifications includes statements that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the Contract Documents or to perform services in addition to those otherwise required, or otherwise contains terms that are more advantageous to MDOT than the requirements of the Contract Documents, as determined by MDOT, Project Company's obligations hereunder shall include compliance with all such statements, offers and terms.

In the event of conflicting requirements involving any requirement established by reference contained in the Contract Documents, MDOT shall have the right to determine, in its sole discretion, which requirement applies. Project Company shall request MDOT's determination respecting the order of precedence among conflicting provisions promptly upon becoming aware of any such conflict.

## 1.4 Interpretations

In the Contract Documents, where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to; the words “including,” “included,” “includes,” and “include” are deemed to be followed by the words “without limitation”; unless the context requires otherwise, in phrases involving performance by a Person, the word “shall” indicates a requirement imposed on the Person; unless otherwise indicated, references to sections, appendices and exhibits are to the document which contains such references; words such as “herein,” “hereof,” and “hereunder” refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined that have well-known technical or construction industry meanings are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein include each other gender where appropriate. Unless otherwise specified, lists contained in the Contract Documents defining the Project or the Work shall not be deemed all-inclusive. Project Company further acknowledges and agrees that it has independently reviewed the Contract Documents with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the Contract Documents. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of the Contract Documents, the Contract Documents shall not be construed against the Person who prepared them, and instead other rules of interpretation shall be used. MDOT's final answers to the questions posed during the proposal process for the Contract shall in no event be deemed part of the Contract Documents and shall not be relevant in interpreting the Contract Documents except as they may clarify provisions otherwise considered ambiguous.

See Book 3, Section 1.7 for modifications or qualifications to language in Exhibits and Special Provisions included in Book 1 or Book 2.

## 1.5 Referenced Standards and Specifications

Except as otherwise specified in the Contract Documents or otherwise directed by MDOT, Work specified by the number, symbol or title of any standard established by reference to a described publication affecting any portion of the Project shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the Issue Request for Proposals date.

## 1.6 Omission of Details; Clarification by MDOT

Project Company shall not take advantage of any apparent Error in the Contract. Should it appear that the Work to be done or any matter relative thereto is not sufficiently detailed or explained in the Contract Documents, Project Company shall apply to MDOT in writing for such further written explanations as may be necessary and shall conform to the explanation provided. Project Company shall immediately upon discovery notify MDOT and will have limited availability to make claims if MDOT is not notified within 3 days of discovery of all Errors which it may discover in the Contract Documents and shall obtain specific instructions in writing regarding any such Error before

proceeding with the Work affected thereby. The fact that the Contract Documents omit or misdescribe any details of any Work which are necessary to carry out the intent of the Contract Documents, or which are customarily performed under similar circumstances, shall not relieve Project Company from performing such omitted Work or misdescribed details of the Work, and they shall be performed as if fully and correctly set forth and described in the Contract Documents, without entitlement to a Change Order hereunder except as specifically allowed under Book 1, Section 13.

## 1.7 Computation of Periods

References to "days" or "Days" contained in the Contract Documents shall mean Calendar Days unless otherwise specified, provided that if the date to perform any act or give any notice specified in the Contract Documents (including the last date for performance or provision of notice "within" a specified time period) falls on a non-Working Day, such act or notice may be timely performed on the next succeeding day which is a Working Day. Notwithstanding the foregoing, requirements contained in the Contract Documents relating to actions to be taken in the event of an emergency, requirements contained in Book 1, Section 5.3 and any other requirements for which it is clear that performance is intended to occur on a non-Working Day, shall be required to be performed as specified, even though the date in question may fall on a non-Working Day.

## 1.8 Federal Requirements

Notwithstanding anything to the contrary contained herein, in the event of any conflict between any Federal Requirement and the other requirements of the Contract Documents, the Federal Requirements shall prevail, take precedence and be in force over and against any such conflicting provisions.

## 1.9 NOT USED

# 2 Obligations of Project Company

## 2.1 Performance Requirements

### 2.1.1 Performance of Work

All labor, equipment, materials, services and efforts necessary to achieve Released for Construction, Substantial Construction Completion, Final Construction Acceptance, and Annual O&M Term Completion on or before the applicable Completion Deadline shall be Project Company's sole responsibility, except as otherwise specifically provided in the Contract Documents. Subject to the terms of Book 1, Section 13, the costs of all such materials, services and efforts are included in the Contract Price.

### 2.1.2 Performance Standards

Project Company shall furnish the design of the Project and shall construct the Project as designed, in accordance with all professional engineering principles and construction practices generally accepted as standards of the industry in the State (but at least meeting the requirements of the Contract Documents), in a good and workmanlike manner, free from defects. The Project Company shall operate and maintain the Project in accordance with the Contract Documents.

### 2.1.3 Performance as Directed

At all times during the term hereof, including during the course of, and notwithstanding the existence of, any dispute, Project Company shall perform as directed by MDOT in a diligent manner and without delay, shall abide by MDOT's decision or order, and shall comply with all applicable provisions of the Contract Documents. If a dispute arises regarding such performance or direction, the dispute shall be resolved in accordance with Book 1, Section 19.

## 2.2 General Obligations of Project Company

Project Company, in addition to performing all other requirements of the Contract Documents, shall:

A. Furnish all design, construction, operations, and maintenance, and other services, provide all equipment, materials and labor and undertake all efforts necessary or appropriate (excluding only those services, materials and efforts which the Contract Documents specify will be undertaken by other Persons).

B. Project Company must deliver the Design and Construction (D&C) for the Project in accordance with:

   i. Design and construct the Project and maintain it during construction in accordance with the requirements of the Contract Documents, all Governmental Rules, all Governmental Approvals, and all other applicable safety, environmental, licensing and other requirements, taking into account other constraints affecting the Project, so as to achieve, Released for Construction, Substantial Construction Completion and Final Construction Acceptance by the applicable Completion Deadlines.

C. Project Company must deliver the Operations and Maintenance (O&M) for the Project in accordance with:

   i. Operate and maintain the Project for a minimum of five years following Final Construction Acceptance, including EVSE Commissioning, in accordance with the requirements of the Contract Documents, all Governmental Rules, all Governmental Approvals, and all other applicable safety, environmental, licensing and other requirements, taking into account other constraints affecting the Project, so as to achieve, Annual O&M Term Completion by the applicable Completion Deadlines.

   ii. Responsible for performing the O&M with respect to the Project throughout the Operating Period, a minimum of five years following Final Construction Acceptance.

   iii. At all times during the Operating Period, Project Company shall carry out the O&M in accordance with Good Industry Practice, as it evolves from time to time.

   iv. Responsible for all data sharing requirements set forth in Book 2, Section 23. Project Company's failure to comply with such requirements shall entitle the Department to the rights and remedies set forth in the Contract Documents, including potentially termination for uncured Project Company Default.

   v. In addition to performing all other requirements of the Contract Documents, Project Company shall cooperate with the Department and Governmental Entities with jurisdiction in all matters relating to the O&M, including their review, inspection and oversight of the operation and maintenance of the Project, at the sole cost of such entities except as otherwise expressly provided in the Contract Documents.

D. Do everything required by and in accordance with the Contract Documents.

E. Accept the payment terms in accordance with Book 1, Section 11.

F. At all times, provide Project Company's Project Manager, who will:

   i. have full responsibility for the prosecution of the Work,

   ii. act as agent and be a single point of contact in all matters on behalf of Project Company,

   iii. be present (or their designee will be present) at the Site at all times that Work is performed, and

   iv. have authority to bind Project Company on all matters relating to the Project.

G. Obtain all Governmental Approvals (other than the Environmental Approvals and certain New Environmental Approvals as provided in Book 1, Section 6.2),

H. Comply with all conditions imposed by and undertake all actions required by and all actions necessary to maintain in full force and effect, all Governmental Approvals, including implementation of all environmental mitigation measures required by the Contract Documents, except to the extent that such responsibility is expressly assigned in the Contract Documents to another Person.

I. Provide such assistance as is reasonably requested by MDOT in dealing with any Person and/or in prosecuting and defending lawsuits in any and all matters relating to the Project,

which may include providing information and reports regarding the Project, executing declarations and attending meetings and hearings, but which shall in no event be deemed to require Project Company to provide legal services.

J. Comply with all requirements of all Governmental Rules, Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority.

K. Cooperate with MDOT and Governmental Persons with jurisdiction over the Project in the review and oversight of the Project and other matters relating to the Work.

L. Supervise and be responsible to MDOT for acts and omissions of all Project Company-Related Entities, as though all such Persons were directly employed by Project Company.

M. Mitigate delay to the Project and mitigate damages due to delay to the extent possible, including by resequencing, reallocating or redeploying Project Company's forces to other work, as appropriate.

N. Pay all applicable federal, State and local sales, consumer, use and similar taxes, property taxes and any other taxes, fees, charges or levies imposed by a Governmental Person, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work.

O. The Project Company shall include, and will be deemed to have included, all applicable Michigan Sales and Use Taxes which have been enacted into law as of the date the bid is submitted.

MDOT will have the right to reject the Project Company's Project Manager prior to or anytime during their participation in the Project. Rejection may occur in accordance with employee performance requirements as described in Book 1, Section 7.4. MDOT will Approve of any replacement. Such Approval will be based on the qualification requirements set forth in the Request for Qualifications (RFQ) and elsewhere in the Contract Documents.

## 2.3 Representations, Warranties and Covenants

Project Company represents, warrants and covenants for the benefit of MDOT as follows:

### 2.3.1 Maintenance of Professional Qualifications

Project Company and its design, construction, operations, and maintenance Subcontractor(s) have maintained, and throughout the term of the Contract and its design, construction, operations, and maintenance Subcontract(s) shall maintain, all required authority, license status, professional ability, skills and capacity to perform the Work.

### 2.3.2 Evaluation of Constraints

Project Company has evaluated the constraints affecting delivery of the Project, as well as the conditions of the Environmental Approvals and has reasonable grounds for believing and does believe that the Project can be delivered within such constraints.

### 2.3.3 Feasibility of Performance

Project Company has evaluated the feasibility of performing the Work within the time specified herein and for the Contract Price and has reasonable grounds for believing and does believe that such performance (including achievement of Released for Construction, Substantial Construction Completion, Final Construction Acceptance, and Annual O&M Term Completion by the applicable Completion Deadlines, for the Contract Price) is feasible and practicable.

### 2.3.4 Review of Site Information

Project Company has, prior to submitting its Proposal, in accordance with prudent and generally accepted engineering and construction practices, undertaken appropriate activities sufficient to familiarize itself with surface conditions and subsurface conditions discernible from the surface affecting the Project, to the extent Project Company deemed necessary or advisable for submittal of a Proposal. Said activities have included inspection and examination of the Site and surrounding locations. Based on its review, inspection, examination and other activities, Project Company is familiar with and accepts the physical requirements of the Work. Before commencing any Work on a particular aspect of the Project, Project Company shall verify all governing dimensions and conditions at the Site and shall examine all adjoining work which may have an impact on such Work. Project Company shall be responsible for ensuring that the Design Documents and Construction Documents accurately depict all governing and adjoining dimensions and conditions.

### 2.3.5 Governmental Approvals

Project Company has no reason to believe that any Governmental Approval required to be obtained by Project Company will not be granted in due course and thereafter remain in effect so as to enable the Work to proceed in accordance with the Contract Documents. If any Governmental Approvals required to be obtained by Project Company must formally be issued in the name of MDOT, Project Company shall undertake all efforts to obtain such approvals, subject to MDOT's reasonable cooperation with Project Company, including execution and delivery of appropriate applications and other documentation in a form Approved by MDOT's Project Manager. Project Company shall assist MDOT in obtaining any Governmental Approvals that MDOT may be obligated to obtain, including providing information requested by MDOT and participating in meetings regarding such approvals.

### 2.3.6 Progression of Work

Project Company shall at all times schedule and direct its Work to provide an orderly progression of the Work to achieve Released for Construction, Substantial Construction Completion, Final Construction Acceptance, and Annual O&M Term Completion by the applicable Completion Deadlines and in accordance with the schedule, including furnishing such employees, materials, facilities and equipment and working such hours (including extra shifts and overtime operations) as may be necessary to achieve such goals, all at Project Company's own expense, except as otherwise specifically provided in Book 1, Section 13.

### 2.3.7 Design, Engineering, Construction, Operations, and Maintenance Personnel

All design and engineering Work furnished by Project Company shall be performed by or under the supervision of Persons licensed to practice architecture, engineering or surveying (as applicable) in the State of Michigan, and by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents, and who shall assume professional responsibility for the accuracy and completeness of the Design Documents and Construction Documents prepared or checked by them.

All electrical site work during construction, operations, and maintenance shall be performed by Persons with Electric Vehicle Infrastructure Training Program (EVTIP) certification, or similar, graduate or continuing education certificate from an apprenticeship program for electricians that includes charger-specific training and is developed as part of a national guideline standard approved by the U.S. Department of Labor in consultation with the U.S. Department of Transportation (USDOT), in accordance with the Contract Documents.

### 2.3.8 Authorization

The execution, delivery and performance of the Contract have been duly authorized by all necessary actions of Project Company, and, if applicable, Project Company's members, and will not result in a breach or a default under the organizational documents of any such Person or any indenture, loan, credit agreement, or other material agreement or instrument to which any such Person or any Guarantor is a party or by which their properties and assets may be bound or affected.

### 2.3.9 Legal, Valid and Binding Obligation

The Contract constitutes the legal, valid and binding obligation of Project Company and, if applicable, of each member of Project Company, enforceable in accordance with its terms. If applicable, each Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms.

### 2.3.10 False or Fraudulent Statements and Claims

Project Company recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and the USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions hereunder. Accordingly, by signing the Contract, Project Company certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract. In addition to other penalties that may be applicable, Project Company also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Project Company to the extent the federal government deems appropriate.

## 2.4 Design Requirements

### 2.4.1 Design Review Process; Compliance with Design

#### 2.4.1.1 Design Review Process

Project Company shall notify MDOT in writing within 10 Days after receipt of any review comments if Project Company believes incorporation of the comments could constitute a Change Order, would cause the Released for Construction Documents, other Design Documents or any Contract Documents to contain Errors in any respect or which would otherwise adversely affect in any manner the design or construction of the Project or the Contract Schedule, and MDOT shall have the right to modify its comments. Any failure of Project Company to so notify MDOT shall constitute Project Company's full acceptance of all responsibility for changes made to the Released for Construction Documents and other Design Documents in response to such MDOT comments and will be treated for all purposes hereunder as if Project Company had initiated such changes.

#### 2.4.1.2 Design Reviews Required by Third Parties

Project Company shall be responsible for obtaining all design reviews required by Utility Owners, Local Agencies, Government Entities, and any other Persons other than MDOT, as applicable.

#### 2.4.1.3 Compliance with Contract Documents and Design

Project Company shall deliver the Project in accordance with and otherwise meet the requirements of the Contract Documents and Design Documents. To the extent of any conflicts between the Contract Documents and the Design Documents, the Contract Documents shall have precedence over the Design Documents.

### 2.4.2 Ownership of Design

MDOT shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted documents, data, or other Project material.

# 3 Responsibility for Design, Construction, Operations, and Maintenance; Disclaimer

## 3.1 NOT USED

## 3.2 Responsibility for Design, Construction, Operations, and Maintenance

Project Company agrees that it has full responsibility for the design, construction, operations, and maintenance of the Project and that Project Company shall furnish the design, construction, operations, and maintenance of the Project.

## 3.3 NOT USED

## 3.4 Professional Licensing Laws

MDOT does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of the Contract, Project Company acknowledges that MDOT has no such intent. It is the intent of the parties that Project Company is fully responsible for furnishing the design of the Project, although the fully licensed design firm(s) or individuals designated herein will perform the design services required by the Contract Documents. Any references in the Contract Documents to Project Company's responsibilities or obligations to "perform" the design portions of the Work shall be deemed to mean that Project Company shall "furnish" the design for the Project. The terms and provisions of this Book 1, Section 3.4 shall control and supersede every other provision of the Contract Documents.

## 3.5 Certifications

MDOT does not intend to contract for, pay for, or receive any construction, operations, and/or maintenance services which are in violation of any NEVI Standards and Requirements (23 CFR Part 680) certification requirements, and by execution of the Contract, Project Company acknowledges that MDOT has no such intent. It is the intent of the parties that Project Company is fully responsible for the construction, operations, and maintenance of the Project, although the certified firm(s) or individual(s) designated herein will perform the services required by the Contract Documents. Any references in the Contract Documents to Project Company's responsibilities or obligations to "perform" the construction, operations, and maintenance portions of the Work shall be deemed to mean that Project Company shall "furnish" the construction, operations, and maintenance for the Project. The terms and provisions of this Book 1, Section 3.4 shall control and supersede every other provision of the Contract Documents.

# 4 Time within Which Project shall be Completed; Scheduling

## 4.1 Time of Essence

Time is of the essence for the Contract. The Project Company shall provide sufficient materials, labor, and equipment to control the progress of the Project work in accordance with their approved Progress Schedule.

## 4.2 Notices to Proceed

### 4.2.1 Execution of Contract

The contract will be awarded to the responsive and responsible Project Company who offers the best value to the State, as determined by the State. Best value will be determined by the Project Company offering the best combination of the factors based on the evaluation criteria, as demonstrated by the Proposal. The Award process is not complete until the Project Company receives a contract fully executed by all parties.

### 4.2.2 Notice to Proceed

Award shall be considered Notice to Proceed. Notwithstanding the foregoing, construction Work shall not commence until the requirements of Book 1, Section 4.5 have been fully satisfied.

## 4.3 Completion Deadlines

### 4.3.1 Seasonal and Weather Considerations

The installation of the Charging Station and all individual components must be completed in accordance with the subject material specifications and manufacturer recommendations.

### 4.3.2 Construction Work

The start of Construction Work shall be determined by the Project Company but shall be no earlier than 10 days after the date of the Notice to Proceed. All Construction Work shall be completed by the Interim Construction Completion Date(s) and Substantial Construction Completion as determined by the Project Company in their Progress Schedule, and as approved by MDOT. The Project Company shall propose a Progress Schedule in accordance with the Instructions to Proposers and Standard Specifications section 108.05.A.

## 4.4 Contract Schedule

Project Company shall deliver the Project, including, design, construction, operations, and maintenance, in accordance with the Progress Schedule, and as approved by MDOT. Charging

Stations must achieve Final Construction Acceptance, including EVSE Commissioning, within three years of Award and by an agreed upon date with MDOT.

## 4.5 Prerequisites for Start of Construction

Project Company shall not start construction (or recommence construction following any suspension) of any portion of the Project until all the following events have been fully satisfied with respect to the Work proposed to be constructed.

A. MDOT has issued a Notice to Proceed authorizing such Work. The Contract award is MDOT's initial Notice to Proceed.

B. Project Company has furnished the Released for Construction Documents to MDOT and has received MDOT's Acceptance thereof in accordance with Book 2, Section 22 relating to such portion of the Project. The Project Company may proceed with construction of certain elements or portions of the Project in accordance with Released for Construction Documents before the design of the entire Project has been completed at the Project Company's sole risk.

C. Project Company has submitted and MDOT has Accepted a Progress Schedule in accordance with Book 2, Section 2.3.

D. Project Company has submitted for MDOT review and Acceptance all property site ownership and/or usage rights in accordance with Book 2, Section 24.

E. All Governmental Approvals necessary for construction of such portion of the Project have been obtained and all conditions of such Governmental Approvals or the application to the Government entities which allow construction to proceed during the application process, that are a prerequisite to commencement of such construction have been performed.

F. Project Company shall submit the Environmental Management Plan (EMP) to MDOT after Award in accordance with Book 2, Section 4. MDOT acceptance of the EMP shall be a condition to Release for Construction.

G. Project Company has submitted for MDOT review and Acceptance all utility agreements to perform the necessary Utility Work.

H. Any additional conditions for construction set forth in the Contract Documents.

## 4.6 NOT USED

## 4.7 Prerequisites for Starting Operations and Maintenance

Project Company shall not start operations and maintenance of any portion of the Project until all of the following events have been fully satisfied with respect to the Work.

A. MDOT issues Notice of Final Construction Acceptance, in accordance with Book 1, Section 20.

B. Project Company has submitted for MDOT review and Acceptance an Operations and Maintenance Plan in accordance with Book 2, Section 23.

# 5 Control of Work

## 5.1 Control and Coordination of Work

Project Company shall be solely responsible for and have control over the design, design quality, construction means, methods, techniques, sequences, procedures and site safety, operations, maintenance, and shall be solely responsible for coordinating all portions of the Work under the Contract Documents, subject, however, to all requirements contained in the Contract Documents.

## 5.2 Safety and Health

The Project Company shall meet all safety and health requirements of the Standard Specifications.

## 5.3 Process to Be Followed for Discovery of Certain Site Conditions

### 5.3.1 Discovery of Certain Site Conditions

If Project Company becomes aware of (a) any on-Site material that Project Company believes may contain Contaminated Materials that is required to be removed or treated, (b) any paleontological, cultural or biological resources, or (c) any Differing Site Conditions, Project Company shall immediately notify MDOT via telephone or in person, to be followed immediately by written notification. In such event, Project Company shall immediately stop Work in the affected area and secure the affected area pending receipt of direction from MDOT. A provision of said notice by Project Company constitutes a condition precedent to MDOT's consideration of a Change Order with respect to the conditions in question.

### 5.3.2 Further Investigation & Remediation Work

MDOT will view the location within five Working Days of receipt of notification from Project Company, and may advise Project Company at that time whether to resume Work or whether further investigation is required. Project Company shall promptly conduct such further investigation as MDOT deems appropriate. Within one Working Day after viewing the locations, MDOT will advise the Project Company of the recommended action plan regarding the situation. Any delay in prosecution of the Work due to suspension of Work during the six Working Day period following MDOT's receipt of notification from Project Company shall not be considered a MDOT-Caused Delay. Any delay for contaminated materials relating to temporary Work shall not be considered a MDOT-Caused Delay.

If Contaminated Materials are involved, see Book 2, Section 4.

### 5.3.3 Recommence Work

MDOT shall have the right to require Project Company to recommence Work in the area at any time, even though an investigation may still be ongoing (so long as such Work is not in violation of any Governmental Rules or Governmental Approvals). Project Company shall promptly recommence

Work in the area upon receipt of notification from MDOT to do so. On recommencing Work, Project Company shall follow all applicable procedures contained in the Contract Documents and all other Governmental Rules with respect to such Work, consistent with MDOT's determination or preliminary determination regarding the nature of the material, resources, species or condition.

### 5.3.4 Alternative Procedure

Notwithstanding the foregoing, to the extent that any Governmental Approval specifies a procedure to be followed which differs from the procedure set forth herein, Project Company shall follow the procedure set forth in the Governmental Approval. This work may be considered a MDOT-Directed Change according to Book 1, Section 13.

## 5.4 Obligation to Minimize Impacts

Project Company shall ensure that all of its activities and the activities of all Project Company-Related Entities are undertaken in a manner that will minimize the effect on surrounding property and the public to the maximum extent practicable.

## 5.5 Consent to Oversight; Obligation to Uncover Work

### 5.5.1 Oversight, Inspection, and Testing by MDOT and Others

All materials and each part or detail of the Work shall also be subject to oversight, inspection and testing by MDOT, other Persons designated by MDOT, and other entities providing Governmental approvals. When any Utility Owner is to accept or pay for a portion of the cost of the Work, its respective representatives have the right to oversee, inspect and test the Work. Such oversight, inspection and/or testing does not make such Person a party to the Contract nor will it change the rights of the parties hereto. Project Company hereby consents to such oversight, inspection and testing. Upon request from MDOT, Project Company shall furnish information to such Persons as are designated in such request and shall permit such Persons access to the Site and all parts of the Work.

### 5.5.2 Obligation to Uncover Finished Work

At all times before Final Construction Acceptance, Project Company shall remove or uncover such portions of the finished construction Work as directed by MDOT. After examination by MDOT and any other Persons designated by MDOT, Project Company shall restore the Work to the standard required by the Contract Documents. If the Work exposed or examined is not in conformance with the requirements of the Contract Documents, then uncovering, removing and restoring the Work and recovery of any delay to the Progress Schedule occasioned thereby shall be at Project Company's expense and Project Company shall not be entitled to an extension of time. Furthermore, any Work done or materials used without notice to and opportunity for prior inspection by MDOT may be ordered uncovered, removed or restored at Project Company's expense and without an extension of time, even if the Work proves acceptable after uncovering. Except with respect to Work done or materials used as described in the foregoing sentence, if Work exposed or examined under this Book 1, Section 5.5.2 is in conformance with the requirements of the Contract Documents, then any delay

in the Progress Schedule from uncovering, removing and restoring Work shall be considered a MDOT-Caused Delay, and Project Company shall be entitled to a Change Order for the cost of such efforts and recovery of any delay to the Progress Schedule occasioned thereby, subject to the provisions of Book 1, Section 13.

## 5.6 Effect of Oversight, Spot Checks, Audits, Tests, Acceptances, and Approvals

### 5.6.1 Oversight and Acceptance

Project Company shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents, or any of its other obligations under the Contract Documents, by oversight, spot checks, audits, reviews, tests, inspections, acceptances or approvals by any Persons, or by any failure of any Person to take such action. The oversight, spot checks, audits, reviews, tests, inspections, acceptances and approvals by any Person do not constitute Final Construction Acceptance, Annual O&M Term Completion, or Contract Expiry of the particular material or Work, or waiver of any legal or equitable right with respect thereto. MDOT may reject or require Project Company to remedy any Nonconforming Work and/or identify additional Work which must be done to bring the Project into compliance with Contract requirements at any time prior to Final Construction Acceptance, Annual O&M Term Completion, and Contract Expiry, whether or not previous oversight, spot checks, audits, reviews, tests, inspections, acceptances or approvals were conducted by any Person.

### 5.6.2 No Estopped

MDOT shall not be precluded or estopped, by any measurement, estimate, certificate, or payment made either before or after Final Construction Acceptance, Annual O&M Term Completion, or Contract Expiry. This includes showing that any such measurement, estimate, certificate, or payment is incorrectly made or untrue, from showing the true amount and character of the Work performed and materials furnished by Project Company, or from showing that the Work or materials do not conform in fact to the requirements of the Contract Documents. Notwithstanding any such measurement, estimate, certificate, or payment made in accordance therewith, MDOT shall not be precluded or estopped from recovering from Project Company and its Sureties such damages as MDOT may sustain by reason of Project Company's failure to comply or to have complied with the terms of the Contract Documents.

## 5.7 Nonconforming Work

### 5.7.1 Rejection, Removal, and Replacement of Work

Subject to MDOT's right, in its sole discretion, to Accept or reject Nonconforming Work, Project Company shall remove and replace rejected Nonconforming Work so as to conform with the requirements of the Contract Documents, at Project Company's expense and without any extension of time; and Project Company shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that MDOT may not have discovered the Nonconforming Work

shall not constitute an Acceptance of such Nonconforming Work. If Project Company fails to correct any Nonconforming Work within five Working Days of receipt of notice from MDOT requesting correction (or, for Nonconforming Work which cannot be corrected within five Working Days, if Project Company fails to provide to MDOT a schedule for correcting any such Nonconforming Work Approved by MDOT's Project Manager within such five-Working Day period, begin correction within such five-Working Day period and thereafter diligently prosecute such correction in accordance with such Approved schedule to completion), then MDOT may cause the Nonconforming Work to be remedied or removed and replaced, and may deduct the cost of doing so from any moneys due or to become due Project Company or obtain reimbursement from Project Company for such cost.

### 5.7.2 Acceptance of Nonconforming Work

MDOT may, in its sole discretion, Accept any Nonconforming Work without requiring it to be fully corrected, and shall be entitled to a pay adjustment (or reimbursement of a portion of the Contract Price, if applicable). In certain events, it may not be possible for the Nonconforming Work to be made to conform to the requirements of the Contract Documents, including, without limiting the foregoing, administrative Work to be performed during a required time period. In general, the pay adjustment (or reimbursement) shall equal, at MDOT's election, (a) Project Company's cost savings associated with its failure to perform the Work in accordance with the Contract requirements or (b) the amount deemed appropriate by MDOT to provide compensation for impacts to affected parties such as future maintenance and/or other costs relating to the Nonconforming Work. In certain events, MDOT shall be entitled to a pay adjustment (or reimbursement) as expressly set forth elsewhere in the Contract Documents.

## 5.8 NOT USED

# 6 Environmental Compliance

## 6.1 NOT USED

## 6.2 Environmental Compliance

In performance of the Work, Project Company shall comply with all requirements of all applicable Federal and State Environmental Laws, Regulations, and Governmental Approvals issued thereunder, whether obtained by MDOT or Project Company. Project Company acknowledges and agrees that it will be responsible for all fines and penalties that may be assessed in connection with any failure to comply with such requirements.

### 6.2.1 Mitigation Requirements

Project Company shall perform all environmental mitigation measures (which term shall be deemed to include all requirements of the Environmental Approvals and similar Governmental Approvals, regardless of whether such requirements would be considered to fall within a strict definition of the term) for the Project. The Contract Price includes compensation for Project Company's performance of all such mitigation measures and for performance of all mitigation measures arising from New Environmental Approvals which Book 1, Section 6.2.2 designates as Project Company's responsibility as well as the cost of all activities to be performed by Project Company as described in Book 2, Section 4.

### 6.2.2 New Environmental Approvals

#### 6.2.2.1 Approvals To Be Obtained by MDOT

MDOT shall be responsible for obtaining any New Environmental Approvals necessitated by a MDOT-Directed Change, MDOT-Caused Delay, change in a Governmental Rule under Book 1, Section 13.4.1.2(d)(iv), or Force Majeure event. Project Company shall provide support services to MDOT with respect to obtaining any such New Environmental Approval. Any Change Order covering a MDOT-Directed Change, MDOT-Caused Delay, or Force Majeure event may include compensation to Project Company for any changes in the Work (including performance of additional mitigation measures but excluding performance of such support services) resulting from such New Environmental Approvals, as well as any extension of time necessitated by the MDOT-Directed Change, or Force Majeure event, subject to the conditions and limitations contained in Book 1, section 13.

#### 6.2.2.2 Approvals Required by Project Company

If a New Environmental Approval becomes necessary for any reason other than those specified in Book 1, Section 6.2.2.1, Project Company shall be fully responsible for cost and schedule impacts of obtaining the New Environmental Approval and any other Environmental Approvals that may be necessary, and for all requirements resulting there from, as well as for any litigation arising in connection therewith. Project Company will obtain any New Environmental Approvals, with support

from MDOT to submit the subject application. Project Company shall provide support services to MDOT with respect to obtaining any such New Environmental Approval. If the New Environmental Approval is associated with a Project Company Initiated Work Order, the Project Company shall be responsible for the costs and schedule impacts of obtaining and complying with the terms of the New Environmental Approval.

# 7 Equal Employment Opportunity; Subcontracts; Labor

## 7.1 Equal Employment Opportunity

### 7.1.1 Equal Employment Opportunity Policy

Project Company shall comply with Equal Employment Opportunity (EEO) requirements.

### 7.1.2 Inclusion in Subcontracts

Project Company shall include Book 1, Sections 7.1.1 in every Subcontract over $10,000 (including purchase orders), and shall require that they be included in all Subcontracts over $10,000 at lower tiers, so that such provisions will be binding upon each Subcontractor.

## 7.2 NOT USED

## 7.3 Subcontracting Requirements

Project Company shall comply with all applicable requirements of the Contract Documents relating to Subcontracts, and shall ensure that its Subcontractors (at all tiers) comply with all applicable requirements of the Contract Documents relating to subcontracting. All Team Members must be subcontracted with the Project Company with the exception of the Site Host and Electric Distribution Utility. The Site Host does not have to be subcontracted with the Project Company if a Site Host Agreement has been executed in accordance with Book 2, Section 24. The Electric Distribution Utility does not have to be subcontracted with the Project Company if an agreement has been executed between the two parties to perform the necessary Utility Work.

### Changes to Subcontractors

Project Company shall not add, delete, or change the role of any Subcontractors as set forth in its Proposal without the prior Approval of MDOT's Innovative Contracting Project Manager.

### 7.3.1 Subcontracting of Contract Work

Subcontracting any portion of the Work shall not relieve the Project Company of full responsibility for the performance of the Work. The Project Company shall not sell or assign any portion of the Work without the written consent of MDOT.

Any bonds furnished by the Subcontractor shall not reduce the Project Company's bonding requirements.

The Project Company remains fully responsible to MDOT for completion of the Work according to the contract as if no portion of it had been subcontracted.

No Subcontractor or Supplier may maintain an action against MDOT for payment relating to goods or services provided in connection with the Contract; any such action must be brought against the Project Company or other responsible party.

A Subcontractor shall perform not less than 50 percent of the total value of the subcontracted work with the Subcontractor's own organization. This requirement is also applicable to and binding upon successive subcontracts.

MDOT may direct the immediate removal of any Subcontractor working or of any Subcontractor's equipment being operated in violation of this subsection. Any costs or damages incurred are assumed by the Project Company by the acceptance of the Contract. It is further understood that the Project Company's responsibilities in the performance of the Contract, in case of a Subcontract, are the same as if the Project Company had handled the work with the Project Company's own organization.

### 7.3.2 Subcontract Terms

Each Subcontract shall include terms and conditions sufficient to ensure compliance by the Subcontractor with all applicable requirements of the Contract Documents.

## 7.4 Employee Performance Requirements

All individuals performing the Work shall have the skill and experience and any licenses or certifications required to perform the Work assigned to them. If MDOT determines in its sole discretion that any Person employed by Project Company or by any Subcontractor is not performing the Work properly and skillfully, or who is intemperate or disorderly, then, at the written request of MDOT, Project Company or such Subcontractor shall remove such Person and such Person shall not be re-employed on the Project without the prior Approval of MDOT in its sole discretion. If Project Company or the Subcontractor fails to remove such Person(s) or fails to furnish skilled and experienced personnel for the proper performance of the Work, then MDOT may, in its sole discretion, suspend the affected portion of the Work by delivery of written notice of such suspension to Project Company. Such suspension shall in no way relieve Project Company of any obligation contained in the Contract Documents or entitle Project Company to a Change Order or extension of time. Once compliance is achieved, Project Company shall be entitled to and shall promptly resume the Work.

# 8 Surety Bonds

## 8.1 Performance and Lien Bond

Performance and lien bond shall be in accordance with subsection 102.15 of the Standard Specifications – Requirements of Contract Bonds.

## 8.2 Utility Work

The Utility Work furnished or performed by Project Company hereunder will automatically be covered by the performance and lien bonds. At their request, Utility Owners whose Utilities are being Relocated by Project Company shall be added as additional obligees to the performance and lien bonds (as their interests may appear), as well as to such replacement bond or other security (as their interests may appear), to the limited extent of the amount of the Utility Work required on behalf of the Utility Owner. The performance and lien bonds shall be provided in their full amount, however, on behalf of MDOT, with no riders that reduce MDOT's potential of recovery based on the Utility Owner's limited obligee amounts. Alternatively, Project Company may provide separate bonds satisfactory to the Utility Owners. Project Company shall provide all information necessary for such coverage to the sureties providing such bonds. All cost estimates required to be provided under the Contract Documents with respect to Utility Work furnished or performed by Project Company shall include the cost of bond premiums.

## 8.3 No Relief of Liability

Notwithstanding any other requirements of the Contract Documents, performance by a Surety of any of the obligations of Project Company shall not relieve Project Company of any of its obligations hereunder.

# 9 Insurance

## 9.1 Project Company Provided Insurance

Project Company shall procure, at its own expense, insurance acceptable to MDOT, as described herein, and shall maintain such insurance, as specified herein, for the duration of the Contract in accordance with the requirements stated in Book 1, Section 9.1, or as otherwise approved by MDOT at its sole discretion.

The Project Company, prior to execution of the Contract, shall file with MDOT a Certificate or Certificates of Insurance in form satisfactory to MDOT, showing that the Project Company has complied with the insurance requirements set forth in this Book 1, Section 9.1, and MDOT Form 1304A. The Project Company shall comply with subsection 107.10 of the Standard Specifications.

### 9.1.1 Professional Liability Insurance

All Project Company representatives providing professional services shall provide Professional Liability Coverage of the type and in the amounts provided below:

| Required Limits | Additional Requirements |
|---|---|
| **Commercial General Liability Insurance** | |
| Minimal Limits:<br>$1,000,000 Each Occurrence Limit<br>$1,000,000 Personal & Advertising Injury Limit<br>$2,000,000 General Aggregate Limit<br>$2,000,000 Products/Completed Operations | Consultant must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds |
| **Automobile Liability Insurance** | |
| Minimal Limits:<br>$1,000,000 Per Occurrence | |
| **Workers' Compensation Insurance** | |
| Minimal Limits:<br>Coverage according to applicable laws governing work activities. | Waiver of subrogation, except where waiver is prohibited by law. |
| **Employers Liability Insurance** | |
| Minimal Limits:<br>$500,000 Each Accident<br>$500,000 Each Employee by Disease<br>$500,000 Aggregate Disease. | |
| **Professional Liability (Errors and Omissions) Insurance** | |
| Minimal Limits:<br>$1,000,000 Per Claim | |

# 10 Risk of Loss

## 10.1 Site Security

Site security shall be in accordance with subsection 107.11 of the Standard Specifications.

## 10.2 Maintenance and Repair of Work and On-Site Property

### 10.2.1 Responsibility of Project Company

In addition to adhering to subsection 107.11 of the Standard Specifications, the Project Company shall maintain, rebuild, repair, restore, or replace all Work (including Design Documents, Construction Documents, materials, equipment, supplies and maintenance equipment that are purchased for permanent installation in, or for use during construction of, the Project, regardless of whether MDOT has title thereto under the Contract Documents) that is injured or damaged prior to the end of this agreement. All such work shall be at no additional cost to MDOT. Project Company shall also have full responsibility during such period for rebuilding, repairing and restoring all other property at the Site, whether owned by Project Company or any other Person. Additional requirements regarding maintenance during construction are set forth in Book 2, Section 22.

### 10.2.2 NOT USED

## 10.3 Damage to Off-Site Property

In addition to adhering to subsection 107.11 of the Standard Specifications, the Project Company shall take all reasonable precautions and provide protection to prevent damage, injury, or loss to property adjacent to the Site or likely to be affected by the Work. Project Company shall restore damaged, injured or lost property caused by an act or omission of any Project Company-Related Entity to a condition similar or equal to that existing before the damage, injury or loss occurred.

## 10.4 Title

Project Company warrants that it owns, or will own, and has, or will have, good and marketable title to all materials, equipment, tools and supplies furnished, or to be furnished, by it and its Subcontractors that become part of the Project or are purchased for the operation, maintenance, or repair thereof, free and clear of all Liens.

# 11 Payment

## 11.1 Contract Price

### 11.1.1 Contract Price

As full compensation for the Work and all other obligations to be performed by Project Company under the Contract Documents, MDOT shall pay to Project Company the Total Funds Requested ~~Proposal Price~~ determined by the Project Company and as submitted using Form 2 from the Instructions to Proposers (such amount, as it may be adjusted from time to time to account for Change Orders, is referred to herein as the "Contract Price") in accordance with this Book 1, Section 11. The Contract Price shall be increased or decreased only by a Change Order issued in accordance with Book 1, Section 13, by a Contract Modification or as specifically provided elsewhere in the Contract Documents.

The Proposer's written offer to perform Work within Form 2 as modified in the following sentences. The Contract Price is full compensation for the Work and all other obligations to be performed by Project Company under the Contract Documents. The Contract Price includes the Project Company Share and Total Funds Requested, as submitted using Form 2. The final Contract Price may be increased or decreased by Change Orders issued in accordance with Book 1, Section 13 or as specifically provided elsewhere in the Contract Documents.

### 11.1.2 Items Included in Contract Price

Project Company acknowledges and agrees that, subject only to Project Company's rights under Book 1, Section 13, the Contract Price includes:

A. Performance of each and every portion of the Work.

B. All designs, equipment, materials, labor, insurance and bond premiums, home office, jobsite and other overhead, profit and services relating to Project Company's performance of its obligations under the Contract Documents (including all Work, Warranties, equipment, materials, labor and services provided by Subcontractors and intellectual property rights necessary to perform the Work).

C. The cost of obtaining all Governmental Approvals (except for Approvals which are the responsibility of MDOT, as specifically provided elsewhere in the Contract Documents).

D. All costs of compliance with and maintenance of the Governmental Approvals and compliance with Governmental Rules, payment of any taxes, duties, and permit and other fees and/or royalties imposed with respect to the Work and any equipment, materials, labor, or services included therein (except for permits which are the responsibility of MDOT, as specifically provided elsewhere in the Contract Documents).

### 11.1.3 Delay in Issuance of Award

#### 11.1.3.1 Delays beyond 90 Days

If MDOT has not issued Award on or before 90 Days after the Price Proposal Due Date due to no fault of Project Company, Project Company may agree to extend the terms of the Proposal, or the Project Company may withdraw its Proposal. The Project Company may stipulate the length of the extended period of time for Award.

#### 11.1.3.2 Allocation of Price Increase

Any price increase under this Book 1, Section 11.1.3 shall be added to the final payment and shall be evidenced by a Change Order.

## 11.2 Invoices and Payment

Funding for this Contract is with federal funds. MDOT agrees to make payments to the Project Company in accordance with the terms of this Contract.

Requirements relating to invoicing are set forth in Book 2, Section 2.2. Within 5 Working Days after receipt by MDOT's Project Manager of each invoice, MDOT's Project Manager will provide comments to the Project Company or submit payment to the MDOT payment unit for the amount of the invoice Approved for payment less any amounts which MDOT is entitled to withhold. Withheld payments will not accrue interest.

## 11.3 Limitations on Payment

### 11.3.1 Payment Limitation

In no event shall MDOT have any obligation to pay Project Company any amount which would result in any of the following:

A. Payment for any activity in excess of the value of the activity times the completion percentage of such activity;

B. Aggregate payments hereunder in excess of the overall completion percentage for the Project times the Contract Price; or

C. Payment for Materials incorporated into the Work that are not properly documented with testing in accordance with the Material Source List and Material Acceptance Methods as identified in the Materials Source Guide and that do not have the appropriate material certifications.

### 11.3.2 Not Used

## 11.4 Deductions

MDOT may deduct from any amounts otherwise owing to Project Company in the final payment, the following:

A. Any anticipated or accrued losses, liability, or other damages for which Project Company is responsible hereunder. MDOT will notify the Project Company of the estimated cost of any proposed deductions associated with this section prior to Contract Expiry. The final deduction associated with this section may not be known until after Contract Expiry.

B. The estimated cost of remedying any Nonconforming Work or otherwise remedying any breach of Contract by Project Company. Nonconforming Work and any costs associated with a breach of Contract by the Project Company must be addressed by the Project Company prior to achieving Contract Expiry. MDOT will notify the Project Company of the estimated cost of any proposed deductions associated with this section prior to Contract Expiry.

C. Any amounts that MDOT deems advisable, in its sole discretion, to cover any existing claims or liens by Subcontractor, Suppliers, laborers, Utility Owners or other third parties relating to the Project. MDOT will notify the Project Company as soon as the estimated costs for these items are known. Upon notification, the Project Company is required to submit a Plan of action within 14 Days.

D. Any sums expended by MDOT in performing any of Project Company's obligations under the Contract which Project Company has failed to perform. MDOT will notify the Project Company of the estimated cost of any deductions associated with this section prior to Contract Expiry.

E. Any other sums which MDOT is entitled to recover from Project Company under the terms of the Contract. MDOT will notify the Project Company of any deductions associated with this section prior to Contract Expiry.

F. Annual O&M payment or portions of any O&M payment when Project Company does not meet the obligations under the Contract, measured on a quarterly basis, subject to the Earn Back provisions described in Section 11.6.1.2.

MDOT's failure to deduct from a payment any amount which MDOT is entitled to recover from Project Company under the Contract shall not constitute a waiver of MDOT's right to such amounts. Project Company shall be entitled to any excess amounts being withheld by MDOT at the time of Project Company's final payment.

## 11.5 Payments to Subcontractors

The Project Company is responsible to ensure that all Subcontractors and suppliers at every tier are promptly paid in accordance with the MDOT Special Provision for *Prompt Payment* (20SP-109A). The Project Company shall include in all subcontracts a provision that this requirement for prompt payment to the Subcontractors and suppliers must be included in all subcontracts at every tier. If the Project Company fails to comply with this requirement, MDOT's Project Manager may withhold the amount due until the required payment(s) have been made.

## 11.6 Milestone Payment Schedule

The milestone payment schedule is set forth in **Table 11-1**. A Proposer may propose an alternative milestone payment schedule but must provide an explanation as to why their proposed alternative mile

stone payment schedule provides greater advantage for MDOT and potential users of the Charging Station compared to the provided milestone payment schedule. The decision to accept the Proposer's alternative milestone payment schedule shall be in MDOT's sole discretion. If a Project Company proposes an alternative milestone payment schedule, detailed justification must be provided to support the proposed change. MDOT only anticipates approving alternative milestone payment schedules when unique and/or extenuating circumstances are present for a proposed project.

**Table 11-1: Milestone Payment Schedule**

| Milestone Event | RFP Section | Milestone Payment |
|---|---|---|
| Released for Construction | See Section 4.5 and Book 2, Section 22 | 20% |
| Final Construction Acceptance | See Section 20.2 | 60% |
| O&M Year 1 | See Section 20.5 | 4% |
| O&M Year 2 | See Section 20.5 | 4% |
| O&M Year 3 | See Section 20.5 | 4% |
| O&M Year 4 | See Section 20.5 | 4% |
| O&M Year 5 | See Section 20.5 | 4% |

### 11.6.1 Uptime Calculation Based on Milestone Payment Schedule

Annual O&M payments will be made in equal annual increments through the five-year O&M term.

#### 11.6.1.1 Annual O&M Payment Deduction

If the applicable data and performance requirements, as defined in Book 2, Section 23, are not met in a given quarter, MDOT may deduct a portion of the annual payment, calculated on a quarterly basis. For example, if the data and performance requirements are not met for two quarters of O&M Year 1, 50% of the O&M Year 1 payment will be deducted.

Each individual charging port requires an annual average uptime of 97% over the 131,400 minutes per quarter (or every three months). Therefore, if a port is down for 3,942 minutes (3%) or more for reasons other than those included in $T_{outage}$ then 25% of the annual payment will be deducted for each quarter that does not meet the uptime requirements.

#### 11.6.1.2 Earn Back

For any given payment deduction described in Section 11.6.1.1, if the data and performance requirements are met or exceeded in the subsequent three consecutive quarters, MDOT shall provide for a one-time payment increase equal to 100 percent of the calculated quarterly payment deduction, to be paid at the next scheduled Milestone Event in the Milestone Payment Schedule.

#### 11.6.1.3 Example uptime calculation

1.) If Project Company's share of Total Eligible Cost is $1,000,000, annual operation and maintenance payments would be ($1,000,000*20%)/5 years = $40,000 per year. Example calculation is provided in the following table.

| Year | Quarter | Max Allowed Downtime (min) | Downtime in the Quarter (min) | Max Allowed Downtime Exceeded? | Payment for Year |
|---|---|---|---|---|---|
| 1 | Q1 | 3,941 | 0 | No | $30,000 |
| | Q2 | 3,941 | 2,000 | No | |
| | Q3 | 3,941 | 5,000 | Yes | |
| | Q4 | 3,941 | 0 | No | |
| 2 | Q1 | 3,941 | 6,000 | Yes | $20,000 |
| | Q2 | 3,941 | 7,000 | Yes | |
| | Q3 | 3,941 | 1,000 | No | |
| | Q4 | 3,941 | 2,000 | No | |
| 3 | Q1 | 3,941 | 5,000 | Yes | $10,000 |
| | Q2 | 3,941 | 4,000 | Yes | |
| | Q3 | 3,941 | 10,000 | Yes | |
| | Q4 | 3,941 | 1,000 | No | |
| 4 | Q1 | 3,941 | 1,000 | No | $40,000+$10,000 earn back from Year 3 Q3 |
| | Q2 | 3,941 | 1,000 | No | |
| | Q3 | 3,941 | 1,000 | No | |
| | Q4 | 3,941 | 1,000 | No | |
| 5 | Q1 | 3,941 | 3,000 | No | $30,000 |
| | Q2 | 3,941 | 8,000 | Yes | |
| | Q3 | 3,941 | 2,000 | No | |
| | Q4 | 3,941 | 3,000 | No | |

# 12 NOT USED

# 13 Changes in the Work

This Book 1, Section 13 sets forth the requirements for obtaining all Change Orders under the Contract. Project Company hereby acknowledges and agrees that the Contract Price constitutes full compensation for performance of all of the Work, subject only to those exceptions specified in this Book 1, Section 13, and that MDOT is subject to constraints which limit its ability to increase the Contract Price or extend the Completion Deadlines. Project Company hereby waives the right to make any claim for an extension of time or for any monetary compensation in addition to the Contract Price and other compensation specified in the Contract, except as set forth in this Book 1, Section 13. To the extent that any other provision of this Contract expressly provides for a Change Order to be issued, such provision is hereby incorporated into this Book 1, Section 13.

## 13.1 Definition of and Requirements Relating to Change Orders

The term "Change Order" shall mean a written amendment to the terms and conditions of the Contract Documents issued in accordance with this Book 1, Section 13. Work Orders and resolved claims may result in a Change Order if such Work Orders and resolved claims necessitate a written amendment to the Contract Documents. A Change Order shall not be effective for any purpose unless executed by MDOT, as specified herein. As used herein, execution of a Change Order by MDOT shall mean that the Change Order has been fully executed with all the required signatures by MDOT and any other necessary parties of the State. Change Orders may be requested by Project Company only pursuant to Book 1, Section 13.5. Change Orders may be issued for the following purposes (or combination thereof):

A. To modify the scope of the Work

B. To revise a Completion Deadline

C. To revise the Contract Price

D. To revise other terms and conditions of the Contract Documents.

A Change Order may, at the sole discretion of MDOT, direct Project Company to proceed with the Work with the amount of any adjustment of a Completion Deadline or the Contract Price to be determined in the future.

## 13.2 Significant Changes in the Character of Work

If a MDOT-Directed Change significantly changes the character of the Work, whether the alterations or changes included in such direction are in themselves significant changes to the character of the Work or by affecting other Work it causes such other Work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to performance of such Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against Project Company in such amount as MDOT may determine to be fair and equitable, subject to resolving the Dispute in accordance with Book 1, Section 19. The term "significant change" shall be construed to apply only when the changes materially modify the general definition of the Project or the design-build-operate-maintain character

of the Work. Changes that are specifically contemplated by the Contract shall not be considered significant changes in the character of the Work. If the changes do not significantly change the character of the Work to be performed under the Contract, the altered Work will be paid for as provided elsewhere in the Contract.

## 13.3 Procedure for Work Orders

MDOT may issue a Work Order that increases or decreases the Work in accordance with section 103 of the Standard Specifications.

## 13.4 Procedure for Claims

### 13.4.1 Eligible Changes

This section outlines instances whereby Project Company may submit a claim.

#### 13.4.1.1 Extension of Time

Project Company may submit a claim to extend a Completion Deadline, subject to certain limitations, only for the following excusable delays changing the duration of the Progress Schedule:

A. MDOT-Caused Delays.

B. Delays directly attributable to Differing Site Conditions, to the extent permitted by Book 1, Section 13.9.

C. Delays directly attributable to Force Majeure events, to the extent permitted by Book 1, Section 13.10.

D. Certain delays relating to Utility interference within the Project limits that could not have been reasonably foreseen or anticipated by the Project Company.

#### 13.4.1.2 Contract Price Increase

Any Contract Price increase shall not reduce the Project Company Share of the Total Eligible Cost below 20%. Project Company may submit a claim to increase the Contract Price, subject to certain limitations, including with respect to delay damages, as specified in Book 1, Section 13.6.2, only for increased costs in the Work as follows:

A. Additional costs directly attributable to additional Work resulting from MDOT-Directed Changes.

B. Additional costs directly attributable to MDOT-Caused Delays

C. Additional costs directly attributable to Differing Site Conditions, to the extent provided in Book 1, Section 13.9.

D. Additional costs directly attributable to the following, to the extent provided in Book 1, Section 13.10.

   i. Force Majeure events;

ii. The discovery at, near, or on the Site of any paleontological, cultural or biological resources or any species presently or in the future listed as threatened or endangered under the federal or state endangered species act, provided that the existence of such resources was not disclosed in the Request for Proposal (RFP) documents;

iii. The suspension, termination, interruption, denial, failure to obtain, nonrenewal or amendment of any Environmental Approval or New Environmental Approval, except as otherwise provided in Book 1, Section 6; and

iv. Any change in a Governmental Rule, change in the judicial interpretation of a Governmental Rule, or adoption of any new Governmental Rule, which is materially inconsistent with Governmental Rules in effect on the Price Proposal Due Date (excluding any such change or new Governmental Rule which was passed or adopted but not yet effective as of the Price Proposal Due Date), and which (A) requires a material modification in the Project design, (B) requires Project Company to obtain a major State or federal Environmental Approval not previously required for the Project or (C) specifically targets the Project or Project Company;

E. Additional costs directly attributable to uncovering, removing, and restoring Work, to the extent provided in Book 1, Section 5.5.2.

#### 13.4.1.3 Project Company Initiated Work Orders

Project Company at any time may initiate a Work Order from MDOT that proposes changes to the scope of work of the Contract. Proposals can include changes to add or reduce the scope of work or implement changes to the Contract. MDOT will determine if the proposed changes to the scope of work will be allowed and will complete the Work Order, if applicable, accordingly.

### 13.4.2 Claims Review Process

The claims review process shall be in accordance with subsection 104.10 of the Standard Specifications.

### 13.4.3 Performance of Disputed Work

If MDOT refuses to issue a Change Order based on Project Company's Claim, Project Company shall nevertheless perform all work as specified in an appropriate Work Order, with the right to submit the issue of entitlement to a Change Order to MDOT in accordance with Book 1, Section 19. Project Company shall maintain and deliver to MDOT, upon request, contemporaneous records, meeting the requirements of Book 1, Section 13.8, for all work performed which Project Company believes constitutes extra work (including non-construction work), until all Disputes regarding entitlement or cost of such work are resolved.

## 13.5 Contents of Change Orders

Project Company shall prepare a work plan, cost estimate, delay analysis and other information as required by this Book 1, Section 13.5 for each Change Order.

### 13.5.1 Work Plan

The work plan shall describe in detail satisfactory to MDOT all activities associated with the Change Order, including a description of additions, deletions and modifications to the existing Contract requirements, and a statement of reason substantiating the change.

### 13.5.2 Cost Estimate

The cost estimate shall set out the estimated costs in such a way that a fair evaluation can be made. It shall include a breakdown for labor, materials, equipment, overhead and profit, unless MDOT agrees otherwise. The estimate shall include costs allowable in accordance with Book 1, Section 13.6.2, if any. If the work is to be performed by Subcontractors and if the work is sufficiently defined to obtain Subcontractor quotes, Project Company shall obtain quotes (with breakdowns showing cost of labor, materials, equipment, overhead and profit) on the Subcontractor's stationery and shall include such quotes as back-up for Project Company's estimate. No mark-up shall be allowed in excess of the amounts allowed in accordance with Book 1, Sections 13.6.2 and 13.8. Project Company shall identify all conditions with respect to prices or other aspects of the cost estimate, such as pricing contingent on firm orders being made by a certain date or the occurrence or non-occurrence of an event.

### 13.5.3 Impacted Delay Analysis

If Project Company claims that such event, situation or change affects the Progress Schedule, it shall provide an impacted delay analysis indicating all activities represented or affected by the change, with activity numbers, durations, predecessor and successor activities, resources and cost, and with a narrative report, in form satisfactory to MDOT, which compares the proposed new schedule to the Progress Schedule, as appropriate. The revision to the Contract Schedule associated with the extension of time shall not modify the "early and late start cost curves" of the Progress Schedule, except with respect to activities which have been impacted by the event which justifies the extension of time. Project Company may reschedule activities not otherwise affected by the event, in order to take advantage of additional Float available as the result of the extension of time. Any such rescheduling shall be reflected in the Progress Schedule.

### 13.5.4 Other Supporting Documentation

Project Company shall provide such other supporting documentation as may be required by MDOT.

## 13.6 Certain Limitations

### 13.6.1 Limitation on Contract Price Increases

Any increase in the Contract Price allowed hereunder shall exclude:

A. Costs caused by the breach of contract or fault or negligence, or act or failure to act of any Project Company-Related Entity.

B. Costs which could reasonably have been avoided by Project Company, including by resequencing, reallocating or redeploying its forces to other portions of the Work or to other activities unrelated to the Work (including any additional costs reasonably incurred in connection with such reallocation or redeployment).

C. Costs for any rejected Work which failed to meet the requirements of the Contract Documents and any necessary remedial Work.

## 13.6.2 Limitation on Delay and Disruption Damages

### 13.6.2.1 Acceleration Costs, Delay and Disruption Damages

Acceleration Costs shall be compensable hereunder only with respect to Change Orders issued by MDOT as an alternative to allowing an extension of a Completion Deadline as contemplated by Book 1, Section 13.4.1.1. Other delay and disruption damages shall be compensable hereunder only in the case of a delay which qualifies as a MDOT-Caused Delay to the extent that it entitles Project Company to an extension of a Completion Deadline. Without limiting the generality of the foregoing, costs of rearranging Project Company's work plan to accommodate MDOT-Directed Changes not associated with an extension of a Completion Deadline shall not be compensable hereunder.

### 13.6.2.2 Other Limitations

Delay and disruption damages shall be limited to Direct Costs directly attributable to the delays as described in Book 1, Section 13.6.2.1 and mark-ups thereon in accordance with Book 1, Section 13.8 and any additional field office and jobsite overhead costs incurred by Project Company directly attributable to such delays. In addition, before Project Company may obtain any increase in the Contract Price to compensate for extended field office and jobsite overhead, Acceleration Costs or other damages relating to delay, Project Company shall have demonstrated to MDOT's satisfaction that:

A. Its schedule which defines the affected Progress Schedule in fact set forth a reasonable method for completion of the Work.

B. The change in the Work or other event or situation which is the subject of the requested Change Order has caused or will result in an identifiable and measurable disruption of the Work which impacts the Progress Schedule activity.

C. The delay or damage was not due to any breach of contract or fault or negligence, or act or failure to act of any Project Company-Related Entity, and could not reasonably have been avoided by Project Company, including by resequencing, reallocating or redeploying its forces to other portions of the Work or other activities unrelated to the Work (subject to reimbursement for additional costs reasonably incurred in connection with such reallocation or redeployment).

D. The delay for which compensation is sought is not concurrent with any other delay excluding MDOT-Caused Delays.

E. Project Company has suffered or will suffer costs due to such delay, each of which costs shall be documented in a manner satisfactory to MDOT.

### 13.6.3 Limitation on Extensions of Time

Any extension of a Completion Deadline allowed hereunder shall exclude any delay to the extent that it:

A. Did not impact the Progress Schedule.

B. Was due to the fault or negligence, or act or failure to act of any Project Company-Related Entity.

C. Could reasonably have been avoided by Project Company, including by resequencing, reallocating or redeploying its forces to other portions of the Work (provided that if the request for extension involves a MDOT-Caused Delay, MDOT shall have agreed, if requested to do so, to reimburse Project Company for its costs incurred, if any, in resequencing, reallocating or redeploying its forces).

Project Company shall be required to demonstrate to MDOT's satisfaction that the change in the Work or other event or situation which is the subject of the request for Change Order seeking a change in a Completion Deadline has caused or will result in an identifiable and measurable disruption of the Work which has impacted the Progress Schedule activity.

## 13.7 Negotiated Price Change Orders

MDOT and Project Company (on its own behalf and on behalf of its Subcontractors) shall negotiate a cost for each Change Order. The price of a Change Order shall be negotiated in accordance with this Book 1, Section 13.7 or shall be based on time and materials records pursuant to Book 1, Section 13.8.

### 13.7.1 Unit Price Change Orders

Instead of negotiating the price for a Change Order in accordance with Book 1, Section 13.7.2, 13.7.3 or 13.7.4, MDOT and Project Company may agree to negotiate unit prices for changed Work. Measurement of unit-priced quantities will be as specified in the Change Order. The unit prices shall be deemed to include all costs for the Work, including labor, equipment, material, overhead, markups and profit, and shall not be subject to change regardless of any change in the estimated quantities. Unit-priced Change Orders shall initially include an estimated increase in the Contract Price based on estimated quantities. The final price of a Change Order may be lump sum or may be based upon a final determination of the quantities.

### 13.7.2 Added Work

When the Change Order adds Work to Project Company's scope, the increase in the Contract Price shall be negotiated based on estimated costs of labor, material and equipment, or shall be estimated based on costs in accordance with Book 1, Section 13.8. Mark-ups for profit and overhead shall be as provided in Book 1, Section 13.8.

### 13.7.3 Deleted Work

When the Change Order deletes Work from Project Company's scope (including deletion of any Work contained in the Contract that is found to be unnecessary), the amount of the reduction in the Contract Price shall be based upon a current estimate including a bill of material, a breakdown of labor and equipment costs and overhead and profit associated with the deleted work. Credits for mark-up for profit and overhead shall be in accordance with Book 1, Section 13.8. When a deduction is involved, documented cancellation and restocking charges may be included in costs and subtracted from the price deduction.

### 13.7.4 Work Both Added and Deleted

When the Change Order includes both added and deleted Work, Project Company shall prepare separate cost breakdowns for Added Work and Deleted Work in accordance with Book 1, Section 13.7.2 and 13.7.3.

A. The cost (or credit) amount of the Change Order shall be the difference between the cost of Added Work and Deleted Work cost breakdowns.

B. If the change results in a net change of zero, there will be no change in the Contract Price.

## 13.8 Time and Materials Change Orders (Force Account)

MDOT may at its discretion issue a Time and Materials Change Order whenever MDOT determines that a Time and Materials Change Order is advisable. The Time and Materials Change Order shall instruct Project Company to perform the Work, indicating expressly the intention to treat the items as changes in the Work, and setting forth the kind, character, and limits of the Work as far as they can be ascertained, the terms under which changes to the Contract Price will be determined and the estimated total change in the Contract Price anticipated thereunder. Upon final determination of the allowable costs, MDOT shall issue a modified Change Order setting forth the final adjustment to the Contract Price. The following costs and mark-ups (and no others) shall be used for calculating the change in the Contract Price. No direct compensation will be allowed for other miscellaneous costs for which no specific allowance is provided in this section.

### 13.8.1 Construction Costs

Compensation for Time and Materials Change Orders shall be in accordance with subsection 109.05.D of the Standard Specifications and this Book 1, Section 13.8.

### 13.8.2 Non-Construction Labor Costs

The cost of labor for non-construction-related Work (including designers), whether provided by Project Company or a Subcontractor, will equal the sum of the following:

A. Actual unburdened wages (i.e., the base wage paid to the employee exclusive of any fringe benefits);

B. Unless already included in the wage rates paid, the actual MDOT Approved labor-related costs incurred by reason of subsistence and travel allowances;

C. And one of the following:

i. An audited overhead rate (the rate shall meet federal acquisition regulations or similar requirements) plus a fixed fee of eleven (11) percent applied to both the actual unburdened wages and the audited overhead rate; or

ii. A labor surcharge of 150 percent of actual unburdened wages, which shall constitute full compensation for all state and federal payroll, unemployment and other taxes, insurance and bond premiums, fringe benefits (including health insurance, retirement plans, vacation, sick leave and bonuses) and all other payments made to, or on behalf of, the worker, as well as overhead and profit.

## 13.9 Differing Site Conditions

### 13.9.1 Responsibilities of MDOT

Upon Project Company's fulfillment of all applicable requirements of Book 1, Sections 5.3, 13.4 through 13.9 and 13.12, and subject to the limitations contained therein, MDOT shall be responsible for, and agrees to issue Change Orders; (a) to compensate Project Company for additional costs directly attributable to changes in the scope of the Work arising from Differing Site Conditions; and

To extend the Completion Deadlines as the result of any delay in the Progress Schedule caused by any such conditions.

### 13.9.2 Project Company Burden of Proof

Project Company shall bear the burden of proving that a Differing Site Condition exists and that it could not reasonably have worked around the Differing Site Condition so as to avoid additional cost. Each request for a Change Order relating to a Differing Site Condition shall be accompanied by a signed statement setting forth all assumptions made by Project Company with respect to the condition of the Site, justifying the basis for such assumptions, explaining exactly how the existing conditions differ from those assumptions, and stating the efforts undertaken by Project Company to find alternative design or construction solutions to eliminate or minimize the problem and the associated costs.

## 13.10 Certain Events

Upon Project Company's fulfillment of all applicable requirements of Book 1, Section 13, and subject to the limitations contained therein, MDOT shall be responsible for, and agrees to issue Change Orders, (a) to compensate Project Company for additional costs directly attributable to the events set forth in Book 1, Section 13.4.1.2.D and/or B to extend the applicable Completion Deadlines as the result of any delay in the Progress Schedule caused by a Force Majeure event.

## 13.11 Not Used

## 13.12 Matters Not Eligible for Change Orders

Project Company acknowledges and agrees that no increase in the Contract Price or extension of a Completion Deadline is available except in circumstances expressly provided for in the Contract, that such price increase and extension of time shall be available only as provided in accordance with Book 1, Section 13, and that Project Company shall bear full responsibility for the consequences of all other events and circumstances. Matters which are Project Company's exclusive responsibility include the following:

A. Errors in the Design Documents and Construction Documents.

B. In accordance with Book 1, Sections 13.4.1.2(D)(iii) and (iv), any design changes required by MDOT as part of the process of Accepting the Design Documents for consistency with the requirements of the Contract Documents, the Governmental Approvals and/or Governmental Rules.

C. Defective or incorrect schedules of Work or changes in the planned sequence of performance of the Work (except to the extent arising from causes which otherwise give rise to a right to a Change Order).

D. Action or inaction of Project Company's employees, Suppliers, Subcontractors or any Project Company-Related Entity (unless arising from causes which otherwise give rise to a right to a Change Order).

E. Groundwater levels or subsurface moisture content.

F. Untimely delivery of equipment or material, or unavailability, defectiveness, or increases in costs of material, equipment or products specified by the Contract Documents (except to the extent arising from causes which otherwise give rise to a right to a Change Order).

G. Delays not in the Progress Schedule.

H. Costs covered by insurance proceeds received by or on behalf of Project Company.

I. Correction of Nonconforming Work and oversight and related activities in connection therewith by MDOT (including rejected design submittals).

J. Failure by Project Company to comply with Contract requirements.

K. All other events beyond the control of MDOT for which MDOT has not agreed to assume liability hereunder.

L. Any situations (other than Force Majeure events) which, while not within one of the categories delineated above, were or should have been anticipated because such situations are referred to elsewhere in the Contract or arise out of the nature of the Work.

M. Additional costs relating to Contaminated Materials.

Project Company hereby assumes responsibility for all such matters, and acknowledges and agrees that assumption by Project Company of responsibility for such risks, and the consequences, costs and

delays resulting therefrom, is reasonable under the circumstances of the Contract and that contingencies included in the Proposal Price in Project Company's sole judgment, constitute sufficient consideration for its acceptance and assumption of said risks and responsibilities.

## 13.13 Waiver

Project Company hereby expressly waives all rights to assert any and all Claims based on any change in the Work, delay or acceleration (including any change, delay, suspension or acceleration which, but for the express terms of the Contract Documents, could be inferred or implied at law) for which Project Company failed to provide proper and timely notice, and agrees that Project Company shall be entitled to no compensation or damages whatsoever in connection with the Work except to the extent that the Contract Documents expressly specify that Project Company is entitled to a Change Order or other compensation or damages.

## 13.14 No Release or Waiver

### 13.14.1 Extension of Time for Performance

No extension of time granted hereunder shall release Project Company's Surety or any Guarantor from its obligations. MDOT shall not be deemed to have waived any rights under the Contract (including its right to abrogate the Contract for abandonment or for failure to complete within the time specified, or to impose and deduct damages as may be provided herein) as the result of any grant of an extension of time beyond the date fixed for the completion of any part of the Work, any acceptance of performance of any part of the Work after a Completion Deadline, or the making of any payments to Project Company after such date.

### 13.14.2 No Change Order Based on Course of Conduct or Order by Unauthorized Person

No course of conduct or dealings between the parties nor express or implied acceptance of alterations or additions to the Work, and no claim that MDOT has been unjustly enriched shall be the basis for any claim, request for additional compensation or extension of a Completion Deadline. Further, Project Company shall undertake, at its risk, work included in any request, order or other authorization issued by a person in excess of that person's authority as provided herein, or included in any oral request. Project Company shall be deemed to have performed such work as a volunteer and at its sole cost. In addition, MDOT may require Project Company to remove or otherwise undo any such work, at Project Company's sole cost.

## 13.15 Contract Price Change

All Change Orders that modify the Contract Price will be paid in accordance with Book 1, section 11.

## 13.16 NOT USED

# 14 Suspension of Work

Suspension of Work shall be in accordance with subsection 104.01.B, Authority of the Engineer to Suspend Work, of the Standard Specifications.

# 15 Termination of Contract for Convenience

Termination of Contract for Convenience shall be in accordance with subsection 108.12 of the Standard Specifications.

## 15.1 No Property Interest

For the avoidance of doubt, subject to Applicable Law, in the event of Termination of Contract for Convenience, MDOT shall not take, receive, retain, or assume any property right or interest in or to the Site, Charging Station, EVSE equipment, ancillary infrastructure, or other project site assets (including all improvements or modifications), other than those rights or interests explicitly provided for in the Contract Documents.

# 16 Default

Default of Contract shall be in accordance with subsection 108.11, Default of Contract, of the Standard Specifications. Failure of the Project Company to ensure prosecution of the work by all Team Members and meet the obligations defined in the Contract Documents will be subject to MDOT Standard Specifications for Construction Section 108.11 – Default of Contract.

# 17 NOT USED

# 18 Indemnification

## 18.1 Indemnifications by Project Company

### 18.1.1 General Indemnities

Subject to Book 1, Section 18, Indemnification shall be in accordance with subsection 107.10.A, Indemnification, of the Standard Specifications and this Book 1, Section 18.

### 18.1.2 Design Defects

Subject to Book 1, Section 18.1, Project Company shall release, indemnify and hold harmless the State of Michigan, the State Transportation Commission, the Michigan Department of Transportation, and their employees or agents from and against any and all Claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, penalties, fines, damages, losses, liabilities, costs and expenses, including any injury to or death of persons or damage to or loss of property (including damage to utility facilities), and including attorneys', accountants' and expert witness fees and costs, arising out of, relating to or resulting from Errors in the Design Documents.

## 18.2 Not Used

## 18.3 No Effect on Other Rights

The foregoing obligations shall not be construed to negate, a bridge or reduce other rights or obligations which would otherwise exist in favor of a party indemnified hereunder.

## 18.4 CERCLA Agreement

Without limiting their generality, the indemnities concerning pre-existing site contamination are intended to operate as agreements pursuant to section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9607(e), and latest revisions thereto to insure, protect, hold harmless and indemnify the Indemnified Parties.

# 19 Partnering, Claims for Adjustment and Disputes

## 19.1 Partnering

Partnering is required on this Project. A partnering session will be held soon after Award with key project personnel. The partnering session will be facilitated by MDOT and will establish the ongoing partnering between MDOT and the Project Company.

Partnering means that key project personnel involved with the project from the primary stakeholders (Design-Build-Operate-Maintain members including contractor and designer, MDOT, MDOT consultant representatives) interact continuously throughout the project and at regularly scheduled project meetings. The outcomes of partnering include improved team building and decision-making skills, sound business relationships, open communications, a reduction in the number of disagreements and claims, and improved project quality.

## 19.2 Claims for Compensation Adjustment and Disputes

If issue resolution efforts through Partnering are not successful, disputes shall be resolved through MDOT's written claim procedures in effect at the time the disputes are made.

# 20 Completion of Project

## 20.1 Final Construction Completion

### 20.1.1 Substantial Construction Notice by Project Company

Project Company shall provide written notice to MDOT when all of the following have occurred with respect to the part of the Project generally described in Book 1, Section 4:

A. Project Company has completed all Design and Construction (except for items only included in the requirements for Final Construction Acceptance).

B. Project Company has ensured that the Design and Construction has been performed in accordance with the requirements of the Contract Documents.

C. Project Company has received all applicable Governmental Approvals required for Project use.

D. Project Company has furnished to MDOT certifications from Project Company's Design Manager, in form and substance satisfactory to MDOT, certifying conformity of the Design Documents with the requirements of the Contract Documents.

E. Project Company has furnished to MDOT certifications from the Project Company's Project Manager, in form and substance satisfactory to MDOT, certifying conformity of the construction with the Design Documents.

F. Project Company has furnished to MDOT certifications, in form and substance satisfactory to MDOT, certifying that there are no outstanding nonconformances other than those identified on the Punch List.

G. Project Company has ensured that the Project may be used without damage to the Project or any other property on or off the Site, and without injury to any Person.

H. Project Company has obtained all applicable third-party approvals relating to the Work, and all third parties have completed all work that involves obligations by Project Company.

I. Project Company has ensured that the Project is installed according to plan, is operational according to the specifications, is open for public use, and all construction, utility service, and ancillary construction activities are complete, including but not limited to site cleanup, landscaping, paving and patching, pavement marking, sign installation, etc.

### 20.1.2 Correction of Defects

Upon receipt of Project Company's notice in accordance with Book 1, Section 20.1.1, MDOT will conduct such Inspections, surveys and/or testing as MDOT deems desirable. If such Inspections, surveys and/or tests disclose that any Work does not meet the requirements of the Contract Documents, MDOT will promptly advise Project Company as to Nonconforming Work (including incomplete Work) necessary to be corrected as a condition to Substantial Construction Completion, Nonconforming Work (including incomplete Work) which may be corrected as Punch List items and/or whether Project Company shall reassess the accuracy and completeness of its notice. Upon

correction of the Nonconforming Work (including incomplete Work) identified as a prerequisite to Substantial Construction Completion, Project Company shall provide written notification to MDOT and MDOT will conduct additional Inspections, surveys and/or tests as MDOT deems desirable. This procedure shall be repeated until MDOT finds that all prerequisites to Substantial Construction Completion have been met.

### 20.1.3 Notice of Substantial Construction Completion

MDOT will issue a Notice of Substantial Construction Completion at such time as:

A. MDOT determines that all conditions set forth in Book 1, Section 20.1.1 have been satisfied.

B. MDOT determines that all Nonconforming Work (including incomplete Work) identified as prerequisites to Substantial Construction Completion has been corrected.

C. MDOT has prepared a Punch List.

## 20.2 Final Construction Acceptance

### 20.2.1 Conditions to Final Construction Acceptance

#### 20.2.1.1 Performance of Work after Substantial Construction Completion

Promptly after Substantial Construction Completion has occurred, Project Company shall follow the appropriate steps for EVSE Commissioning and perform all Work, if any, which was deferred for purposes of Substantial Construction Completion, and shall satisfy all of its other obligations under the Contract Documents, including ensuring that the part of the Project as generally described in Book 1, Section 4 has been completed and all components have been properly adjusted and tested.

#### 20.2.1.2 Conditions for the Letter of Final Construction Completion

Project Company shall provide to MDOT a signed letter notifying MDOT of Final Construction Completion in accordance with Book 1, Section 20.2.1.3 when all of the following have occurred:

A. All requirements for Substantial Construction Completion have been fully satisfied.

B. MDOT has received all Released for Construction Documents, Design Documents, As-Built Documents, right-of-way record maps, surveys, material certifications, test data and other deliverables required under the Contract Documents.

C. All of Project Company's and Subcontractors' personnel, supplies, equipment, waste materials, rubbish and temporary facilities have been removed from the Site, Project Company has restored and repaired all damage or injury arising from such removal to the satisfaction of MDOT and the Site is in good working order and condition.

D. Project Company has furnished to MDOT certifications from Project Company's Design Manager, in form and substance satisfactory to MDOT, certifying conformity of the Design Documents with the requirements of the Contract Documents.

E. Project Company has furnished to MDOT certifications from the Project Company's Project Manager, in form and substance satisfactory to MDOT, certifying conformity of the construction with the Design Documents.

F. Project Company has furnished to MDOT certifications, in form and substance satisfactory to MDOT, certifying that there are no outstanding nonconformances. Project Company has delivered to MDOT a notice of completion for the Project in recordable form and meeting all statutory requirements.

G. Construction has been completed in accordance with the approved final design and Released for Construction documents.

H. The Punch List items have been completed to the satisfaction of MDOT.

I. The Project has been tested by a person registered by the Michigan Department of Agriculture and Rural Development prior to commercial use.

J. All of Project Company's other obligations under the Contract Documents (other than Operations and Maintenance, and other obligations which by their nature are required to be performed after Final Construction Acceptance) have been satisfied in full or waived in writing by MDOT.

#### 20.2.1.3 Requirements for the Letter of Final Construction Completion

The Letter of Final Construction Completion referred to in Book 1, Section 20.2.1.2 shall include the following statement:

*To the best of Project Company's knowledge and belief, the Design and Construction under the Contract has been completed in strict accordance with the Contract Documents, no lawful debts for labor or materials are outstanding and no federal excise tax has been included in the Contract Price; all requests for funds for undisputed work under the Contract, including changes in the Work, and under all billings of whatsoever nature are accurate, complete and final and no additional compensation over and above the final payment will be requested or is due under the Contract or under any adjustment issued thereunder for said undisputed work; there are no outstanding claims, Liens or stop notices relating to the Project, including claims by Utility Owners; there is no existing default by Project Company under any Utility Agreement, and no event has occurred which, with the passing of time or giving of notice or both, would lead to a claim relating to the Work or event of default under any Utility Agreement; and upon receipt of Final Construction Acceptance, Project Company and Subcontractors acknowledge that MDOT and any and all employees of MDOT and their authorized representatives will thereby be released, discharged and acquitted from any and all claims or liability for additional sums on account of undisputed work performed under the Contract.*

If Project Company is unable to provide the letter in the above form, the letter shall certify that all such outstanding matters are set forth in an attached list which shall describe the outstanding matters in such detail as may be requested by MDOT. The letter shall include a representation of Project Company that it is diligently and in good faith contesting all such matters by appropriate legal proceedings and shall provide a status report regarding the same including an estimate of the maximum payable with respect to each such matter.

### 20.2.2 Inspection and Issuance of Notice of Final Construction Acceptance

Upon MDOT's receipt of the Letter of Final Construction Completion, MDOT will make final Inspection and MDOT will either issue a Notice of Final Construction Acceptance or notify Project Company regarding any Work remaining to be performed. If MDOT fails to issue a Notice of Final Construction Acceptance, Project Company shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, Project Company shall provide to MDOT a revised Letter of Final Construction Completion with a new date based on when the defective and/or uncompleted portions of the Work were corrected. The foregoing procedure shall apply successively thereafter until MDOT has issued a Notice of Final Construction Acceptance. The date of MDOT's issuance of Notice of Final Construction Acceptance by MDOT will be the beginning date of the 5-year Operational and Maintenance period.

### 20.2.3 Overpayments; No Relief from Continuing Obligations

Final Construction Acceptance will not prevent MDOT from correcting any measurement, estimate or certificate made before or after completion of the Work, or from recovering from Project Company and/or the Surety(ies), the amount of any overpayment sustained due to failure of Project Company to fulfill the obligations under the Contract. A waiver on the part of MDOT of any breach by Project Company shall not be held to be a waiver of any other or subsequent breach. Final Construction Acceptance shall not relieve Project Company from any of its continuing obligations hereunder, or constitute any assumption of liability by MDOT.

## 20.3 NOT USED

## 20.4 Assignment of Causes of Action

Project Company hereby offers and agrees to assign to MDOT all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Section 15), arising from purchases of goods, services or materials pursuant to the Contract or any Subcontract. This assignment shall be made and become effective at the time MDOT tenders final payment to Project Company, without further acknowledgment by the parties.

## 20.5 O&M Term Completion

### 20.5.1 Annual O&M Term Completion Notice

Project Company shall provide written notice to MDOT at the completion of each annual O&M Term when all of the following have occurred:

A. Project Company has completed all Work associated with O&M.

B. Project Company has ensured that the O&M has been performed in accordance with the requirements of the Contract Documents.

C. Project Company has furnished to MDOT all applicable data and reporting submittals in accordance with Book 2, Section 23, in form and substance satisfactory to MDOT, certifying conformity with the requirements of the Contract Documents.

D. Project Company has furnished to MDOT certifications, in form and substance satisfactory to MDOT, certifying that there are no outstanding nonconformances.

E. Project Company has ensured that the Project remains operational according to the specifications, is open for public use, and necessary repairs and preventative maintenance have been performed.

### 20.5.2 Correction of Defects

Upon receipt of Project Company's notice in accordance with Book 1, Section 20.5.1, MDOT will conduct such Inspections, surveys and/or testing as MDOT deems desirable. If such Inspections, surveys and/or tests disclose that any Work does not meet the requirements of the Contract Documents, MDOT will promptly advise Project Company as to Nonconforming Work (including incomplete Work) necessary to be corrected as a condition to Annual O&M Term Completion, Nonconforming Work (including incomplete Work) which may be corrected as Punch List items and/or whether Project Company shall reassess the accuracy and completeness of its notice. Upon correction of the Nonconforming Work (including incomplete Work) identified as a prerequisite to Annual O&M Term Completion, Project Company shall provide written notification to MDOT and MDOT will conduct additional Inspections, surveys and/or tests as MDOT deems desirable. This procedure shall be repeated until MDOT finds that all prerequisites to Annual O&M Term Completion have been met.

### 20.5.3 Notice of Annual O&M Term Completion

MDOT will issue a Notice of Annual O&M Term Completion at such time as:

A. MDOT determines that all conditions set forth in Book 1, Section 20.5.1 have been satisfied.

B. MDOT determines that all Nonconforming Work (including incomplete Work) identified as prerequisites to Annual O&M Term Completion has been corrected.

## 20.6 Contract Expiry Obligations

A. Six (6) months prior to the end of the O&M Term, the Project Company shall elect by written notice to MDOT:

   i. to continue operating the Project, following the end of the O&M Term, without any ongoing payment from MDOT; or

   ii. to cease operating the Project at the end of the O&M Term and decommission the Project.

B. If the Project Company's election under the prior section is:

   i. to continue operating the Project, then the Project Company shall (a) demonstrate to MDOT's reasonable satisfaction its plan to continue operations, including evidence that

it has an agreement with the Host Site Owner necessary to continue operations at the Project Site following end of the O&M Term, or (b) provide evidence of an agreement to sell or transfer ownership to a replacement Project Company with a commitment for ongoing operations; or

ii. to cease operating the Project at the end of the O&M Term and decommission the Project, then within thirty (30) days of the end of the O&M Term, the Project Company must perform all decommissioning activities in accordance with Book 2, Section 23 following the end of the O&M Term.

C. If the Project Company has not completed the decommissioning activities in accordance with Book 2, Section 23, MDOT shall have the right to call or draw on the Surety Bonds for the amount of MDOT's reasonable estimate of the cost for MDOT to ensure that the decommissioning activities are completed.

D. Subject to any requirements under Applicable Law, MDOT will not have any ownership interest in the Charging Station, EVSE equipment, ancillary infrastructure, or other project site assets following the end of the O&M Term.

# 21 Not Used

# 22 Documents and Records

## 22.1 Escrowed Proposal Documents

Project Company shall contact and coordinate a meeting with MDOT no later than five Calendar Days following Award of the Contract by MDOT to submit the escrowed proposal documents (EPD). MDOT will supply a container suitable for sealing and storing the EPD. The container will be locked by MDOT and the Project Company will keep and store the container.

The container shall be clearly marked "Bid Documentation" and shall have entered on the face of the container, Project Company's name, the date of submittal, and the State Project Number. Failure to schedule a meeting and submit the EPD may result in cancellation of the Award.

At the scheduled meeting, authorized representatives of MDOT and Project Company will review the EPD for accuracy and completeness. Should a discrepancy exist between the EPD and the Proposal Price, Project Company shall furnish MDOT with any other needed bid documentation within three Working Days. MDOT, upon determining that the EPD appear to be complete, will immediately place the EPD in the container in the presence of Project Company's representative, and seal the container.

The Project Company will retain the EPD. Payment for compilation of the data, cost of verification of the EPD or any other costs that may be incurred by Project Company in fulfilling these requirements shall be considered incidental to the Contract. The EPD will be returned to the Project Company following Contract Expiry of the Project by the Federal Highway Administration.

### 22.1.1 Review of EPD

The EPD shall be available during business hours for joint review by Project Company and MDOT in connection with the resolution of Disputes, an audit under Book 1, Section 22.3.5 (if the EPD are the subject of an audit) and as described in Book 1, Section 22.1.6. Subject to Book 1, Section 22.1.7, MDOT shall be entitled to review all or any part of the EPD in order to satisfy itself regarding the applicability of the individual documents to the matter at issue and shall be entitled to make and retain copies of such documents as it deems appropriate in connection with any such matters. The foregoing shall in no way be deemed a limitation on MDOT’s discovery rights with respect to such documents.

### 22.1.2 Property of Project Company

The EPD are, and shall always remain, the property of Project Company, and will remain in Project Company’s possession, subject to MDOT’s right to review the EPD as provided herein. MDOT acknowledges that Project Company considers that the EPD constitute trade secrets or proprietary information. This acknowledgment is based upon MDOT’s understanding that the information contained in the EPD are not known outside Project Company’s business, is known only to a limited extent and by a limited number of employees of Project Company, is safeguarded while in Project Company’s possession, and may be valuable to Project Company’s business strategies, assumptions and intended means, methods and techniques. MDOT further acknowledges that Project Company

expended money in developing the information included in the EPD and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. MDOT acknowledges that the EPD and the information contained therein are being provided to MDOT only because it is an express prerequisite to Award of the Contract.

### 22.1.3 Representation and Warranty

Project Company represents and warrants that the EPD constitute all of the information used in the preparation of its Proposal and agrees that no other Proposal preparation information will be considered in resolving Disputes or Claims. Project Company also agrees that the EPD are not part of the Contract and that nothing in the EPD shall change or modify the Contract.

### 22.1.4 Contents of EPD

The EPD shall, at a minimum, clearly detail how the components of the Proposal Price were determined and shall be adequate to enable a complete understanding and interpretation of how Project Company arrived at the Proposal Price. The EPD provided in connection with quotations and Change Orders shall, at a minimum, clearly detail how the total price and individual components of that price were determined and shall be adequate to enable a complete understanding and interpretation of how Project Company arrives at its quotation and/or Change Order price. All Work shall be separated into subitems as required to present a complete and detailed estimate of all costs. Crews, equipment, quantities and rates of production shall be detailed. Estimates of costs shall be further divided into Project Company's usual cost categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment and indirect costs shall also be detailed in Project Company's usual format. Project Company's allocation of plant and equipment, indirect costs, contingencies, mark-up and other items to each direct cost item shall be clearly identified. The EPD shall itemize the estimated costs of the Performance and Lien Bond and the insurance premiums for each coverage required to be provided by Project Company under Book 1, Section 9. The EPD shall include all assumptions, quantity takeoffs, rates of production, Project Company internal equipment rental rates and progress calculations, quotes from Subcontractors (including Suppliers), memoranda, narratives and all other information used by Project Company to arrive at the Proposal Price or Change Order price, as applicable. For each item of Work, the EPD shall itemize any related amounts not included in the stated price for such item such as any amount allocated for contingency.

### 22.1.5 Format of EPD

Project Company shall submit the EPD in the format actually used by Project Company in preparing its Proposal. It is not intended that Project Company perform any significant extra work in the preparation of these documents. However, Project Company represents and warrants that the EPD related to the Proposal have been personally examined prior to delivery to MDOT by an authorized officer of Project Company and that they meet the requirements of Book 1, Section 22.1.4 and are adequate to enable a complete understanding and interpretation of how Project Company arrived at its Proposal Price. Project Company further represents, warrants and covenants that the EPD related

to each Change Order will be personally examined prior to delivery to escrow by an authorized officer of Project Company and that they meet the requirements of Book 1, Section 22.1.4 and will be adequate to enable a complete understanding and interpretation of how Project Company arrived at its Change Order price.

### 22.1.6 Review by MDOT

MDOT may, at any time, conduct a review of the EPD to determine whether it is complete. If MDOT determines that the EPD are incomplete, MDOT may request Project Company to supply data to make the EPD complete. Project Company shall provide all such data within three Working Days of the request, and at that time it will be date stamped, labeled to identify it as supplementary EPD information and added to the EPD. Project Company shall have no right to add documents to the EPD except upon MDOT's request.

### 22.1.7 Return of EPD

The Project Company shall contact MDOT within 20 Days of Contract Expiry, settlement of any and all claims, and final payment to the Project Company, to determine a meeting place and time to return the EPD and the container. At the meeting MDOT will open the container and return the EPD to the Design Builder.

## 22.2 Subcontractor Pricing Documents

The Subcontracts for this contract will follow the same review and audit process and requirements as in the current subcontracting process for MDOT construction contracts. No additional information needs to be provided.

## 22.3 Project Records

### 22.3.1 Maintenance of Records

Project Company shall maintain at the Project Company's Project Manager's office in the State a complete set of all books, records and documents prepared or employed by Project Company with respect to the Project.

### 22.3.2 Audit and Inspection Rights

Project Company shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "Records." Separate accounts will be established and maintained for all costs incurred under this Contract.

Project Company shall maintain the Records for seven years after the earlier to occur of (a) the date Contract Expiry is achieved or (b) the termination date. (Also, see Book 1, Section 22.4.) In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Project

Company will thereafter continue to maintain the Records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

MDOT or its representative may inspect, copy, or audit the Records at any reasonable time after giving reasonable notice.

If any part of the Work is Subcontracted, Project Company shall assure compliance with this Book 1, Section 22.3.2 for all Subcontracted Work.

### 22.3.3 Audit of Time and Materials Work

Where any Work is on a time and materials basis, such examination and audit rights shall include all books, records, documents and other evidence and accounting principles and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of such Work. If an audit indicates Project Company has been overcredited under a previous item of Work, that overcredit will be credited against the final payment.

### 22.3.4 Change Order Pricing Data

For cost and pricing data submitted in connection with pricing Change Orders, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, such Persons and their representatives have the right to examine all books, records, documents and other data of Project Company related to the negotiation of or performance of Work under such Change Orders for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. The right of examination shall extend to all documents deemed necessary by such Persons to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

### 22.3.5 Claims Audits

Any and all costs contained in Claims filed against MDOT shall be subject to audit by MDOT or its designee at any time following the filing of the Claim. The audit may be performed by employees of MDOT or by an auditor under contract with MDOT. No notice is required before commencing any audit. Project Company, Subcontractors or their agents shall provide adequate facilities, acceptable to MDOT, for the audit during normal business hours. Project Company, Subcontractors and their agents shall cooperate with the auditors. Failure of Project Company, Subcontractors or their agents to maintain and retain sufficient records to allow the auditors to verify all or a portion of the Claim or to permit the auditors access to the books and records of Project Company, Subcontractors or their agents shall constitute a waiver of the claim and shall bar any recovery thereunder. The auditors shall have available to them documents including, but not limited to, the following:

A. Daily time sheets and supervisor's daily reports

B. Union agreements

C. Insurance, welfare and benefits records.

D. Payroll registers

E. Earnings records

F. Payroll tax forms

G. Material invoices and requisitions

H. Material cost distribution worksheet

I. Equipment records (list of company Equipment, rates, etc.)

J. Subcontractors' (including Suppliers) and agents' invoices

K. Subcontractors' and agents' payment certificates

L. Canceled checks (payroll and Suppliers)

M. Job cost report

N. Job payroll ledger

O. General ledger

P. Cash disbursements journal

Q. E-mail, letters and correspondence

R. Network servers, data storage devices, backup media

S. All documents that relate to each and every Claim together with all documents that support the amount of damages as to each Claim.

T. Work sheets used to prepare the Claim establishing the cost components for items of the Claim including labor, benefits and insurance, materials, equipment, Subcontractors, all documents that establish the time periods, individuals involved, the hours for the individuals and the rates for the individuals.

Full compliance by Project Company with the provisions of this Book 1, Section 22.3.5 is a contractual condition precedent to Project Company's right to seek relief under Book 1, Section 19. Project Company represents and warrants the completeness and accuracy of all information it or its agents provides in connection with this Book 1, Section 22.3.

## 22.4 Retention of Records

Project Company shall maintain all records and documents relating to the Contract (including copies of all original documents delivered to MDOT) at the Project Company's Project Manager's office in the State until seven years after the earlier to occur of (a) the date Contract Expiry is achieved or (b) the termination date. If Approved by MDOT's Project Manager, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents. Project Company shall notify MDOT where such records and documents are kept.

Notwithstanding the foregoing, all records which relate to Claims being processed or actions brought under the dispute resolution provisions hereof shall be retained and made available until a final resolution on said Claim has been reached. Records to be retained include all books and other evidence bearing on Project Company's costs and expenses under the Contract Documents. Project Company shall make these records and documents available for audit and inspection to MDOT, at Project Company's office, at all reasonable times, without charge, and shall allow such Persons to make copies of such documents (at no expense to Project Company).

## 22.5 Freedom of Information Act

### 22.5.1 Applicability of Act

Michigan's Freedom of Information Act, MCL 15.231 et seq., ("Michigan FOIA") applies to MDOT and MDOT is required to fully comply with Michigan FOIA.

### 22.5.2 Confidential Materials

Under no circumstances will MDOT be responsible or liable in any way to Project Company or any other Person for the disclosure of any materials, whether the disclosure is required by law, by court order or occurs through inadvertence, mistake or negligence on the part of MDOT

# Exhibit 1-A Acronyms and Definitions

As used in the Design-Build-Operate-Maintain Contract to which this Exhibit is attached and in the other Contract Documents (unless otherwise specified therein), the following acronyms and terms shall have the meanings set forth below (unless the context requires otherwise).

## A.1 Acronyms

| | |
|---|---|
| AASHTO | American Association of State Highway and Transportation Officials |
| AC | Alternating Current |
| ACFP | As Constructed Final Plans |
| ADA | Americans with Disabilities Act of 1990 |
| AFC | Alternative Fuel Corridor |
| ANSI | American National Standards Institute |
| APA | Authorized Public Agency |
| API | Application Programming Interface |
| CAD | Computer Aided Design |
| CCID | Charge Circuit Interrupting Device |
| CCS | Combined Charging System |
| CE | Categorical Exclusion |
| CPM | Construction Project Management |
| D&C | Design and Construction |
| dbh | Diameter Breast Height |
| DBOM | Design Build Operate Maintain |
| DC | Direct Current |
| DCFC | Direct Current Fast Charger |
| DOL | Department of Labor |
| ECM | Environmental Compliance Manager |
| EEO | Equal Employment Opportunity |

| | |
|---|---|
| EGLE | Michigan Department of Environment, Great Lakes, and Energy |
| EIA | Electronic Industries Alliance |
| EMP | Environmental Management Plan |
| EPA | US Environmental Protection Agency |
| EPD | Escrowed Proposal Documents |
| EV | Electric Vehicle |
| EVITP | Electric Vehicle Infrastructure Training Program |
| EVSE | Electric Vehicle Supply Equipment |
| FEMA | Federal Emergency Management Agency |
| FHWA | Federal Highway Administration |
| FOIA | Freedom of Information Act |
| GFCI | Ground Fault Circuit Interrupter |
| GHG | Greenhouse Gas |
| HMA | Hot Mix Asphalt |
| IES | Illuminating Engineering Society |
| ITP | Instruction to Proposers |
| JN | Job Number |
| kW | Kilowatt |
| kWh | Kilowatt-hour |
| LARA | Michigan Department of Licensing and Regulatory Affairs |
| LCD | Liquid Crystal Display |
| LCP | Labor Compliance Program |
| LED | Light Emitting Diode |
| MDARD | Michigan Department of Agriculture and Rural Development |
| MDOT | Michigan Department of Transportation |
| MMUTCD | Michigan Manual on Uniform Traffic Control Devices |

| | |
|---|---|
| MPH | Miles per Hour |
| MUTCD | FHWA Manual on Uniform Traffic Control Devices |
| NACS | North American Charging Standard |
| NEC | National Electrical Code |
| NEMA | National Electrical Manufacturers Association |
| NEPA | National Environmental Policy Act |
| NESC | National Electrical Safety Code |
| NEVI | National Electric Vehicle Infrastructure |
| NFPA | National Fire Protection Agency |
| NIST | National Institute of Standards and Technology |
| NOC | Notice of Coverage |
| NPDES | National Pollutant Discharge Elimination System |
| NTP | Notice to Proceed |
| O&M | Operation and Maintenance |
| OCPI | Open Charge Point Interface |
| OCPP | Open Charge Point Protocol |
| OMP | Operations and Maintenance Plan |
| PCIDSS | Payment Card Industry Data Security Standards |
| PDF | Portable Document Format |
| PKI | Public Key Infrastructure |
| PQM | Project Quality Manual |
| PROWAG | Public Rights of Way Access Guidelines |
| PWLC | Prevailing Wage and Labor Compliance |
| QA | Quality Assurance |
| QC | Quality Control |
| RFC | Release For Construction |

| | |
|---|---|
| RFP | Request For Proposal |
| RFQ | Request for Qualification |
| ROW | Right-of-Way |
| SAE | Society of Automotive Engineers |
| SESC | Soil Erosion and Sedimentation Control |
| SIR | Self-insured Retention |
| SMS | Short Message/Messaging Service |
| SOQ | Statement of Qualification |
| TIA | Telecommunications Industries Association |
| UL | Underwriters Laboratories |
| USDOT | United States Department of Transportation |
| USFWS | United States Fish and Wildlife Service |
| UV | Ultraviolet |

# A.2 Definitions

| | |
|---|---|
| **Acceleration Costs** | Those fully documented increased costs reasonably incurred by Project Company (i.e., costs over and above what Project Company would otherwise have incurred) which are directly attributable to increasing the performance level of the Work in an attempt to complete necessary activities of the Work earlier than otherwise anticipated, such as for additional equipment, additional crews, lost productivity, overtime and shift premiums, increased supervision, and any unexpected movement of Materials, Equipment, or crews necessary for resequencing in connection with acceleration efforts. |
| **Accept or Acceptance** | Formal conditional determination in writing by MDOT that a particular matter or item appears to meet the requirements of the Contract Documents. |
| **Added Work** | The meaning set forth by Book 1, Section 13.7.2. |
| **Alternative Fuel Corridor** | Alternative Fuel Corridor (AFC) means national EV charging and hydrogen, propane, and natural gas fueling corridors designated by FHWA pursuant to 23 U.S.C. 151. |
| **Annual O&M Term Completion** | Fulfilling the requirements set forth in Book 1, section 20.5. |
| **Applicable Law** | Any and all laws, ordinances, constitutions, regulations, statutes, treaties, rules, codes, licenses, certificates, franchises, permits, principles of common law, requirements and Orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Governmental Body having jurisdiction over a specified Person or any of such Person's properties or assets. |
| **Applicable Standards** | The content of Book 3. |
| **Approve or Approval** | Formal conditional determination in writing by MDOT that a particular matter or item is good or satisfactory for the Project. Such determination may be based on requirements beyond those set forth in the Contract Documents without payment of additional compensation or an extension of time and may reflect MDOT preferences. |
| **As-Built Documents** | The as-built documents described in Book 2, Section 22.3.6. |
| **Award** | MDOT's formal execution of the Contract. |
| **Bid Amount** | See Total Funds Requested. |

| | |
|---|---|
| **Calendar Day** | Every day shown on the calendar, beginning and ending at 12:01 am. Unless otherwise designated, the work "day" shall mean calendar day. |
| **Change Orders** | The meaning set forth in Book 1, Section 13.1. |
| **Charging Station** | Charging Station means the area in the immediate vicinity of a group of chargers and includes the chargers, supporting equipment, parking areas adjacent to the chargers, and lanes for vehicle ingress and egress. A charging station could comprise only part of the property on which it is located. |
| **Claim** | A separate demand by Project Company for (a) an extension of time that is disputed by MDOT or (b) payment of money or damages arising from work done by or on behalf of Project Company in connection with the Contract which is disputed by MDOT. A claim will cease to be a Claim upon resolution thereof, including resolution by delivery of a Change Order or Contract amendment signed by all parties. |
| **Commissioning** | The Charging Station is installed according to plan, is operational according to the specifications, is open for public use, and all construction, utility service, and ancillary construction activities are complete, including but not limited to site cleanup, landscaping, paving and patching, pavement marking, sign installation, etc. |
| **Completion Deadline** | Each Intermediate Completion Deadline, Substantial Construction Completion Deadline, Final Construction Acceptance Deadline, Annual O&M Term Completion Deadline, and/or Contract Expiry, depending on the context. |
| **Construction Completion Date** | Interim and Substantial, Date set forth by the Project Company in the proposed Progress Schedule. |
| **Construction Documents** | All Working Drawings and samples necessary for construction of the Project in accordance with the Contract Documents. |
| **Construction Work** | All work required to be completed based upon Accepted Released for Construction Documents to achieve Substantial Construction Completion, Final Construction Acceptance, or otherwise Accepted by MDOT except for those efforts which the Contract Documents specify will be performed by MDOT or other Persons. |

| | |
|---|---|
| **Contaminated Materials** | (a) Any substance, product, waste or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any Environmental Law, (b) Any substance, product, waste or other material of any nature whatsoever that exceeds maximum allowable concentrations for elemental metals, organic compounds or inorganic compounds, as defined by any Governmental Rule, (c) Any substance, product, waste or other material of any nature whatsoever which may give rise to liability under clause (b) or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (d) Petroleum hydrocarbons excluding petroleum hydrocarbon products contained within regularly operated motor vehicles, (e) Asbestos or asbestos-containing materials in Structures and/or other improvements on or in the Site (other than mineral asbestos naturally occurring in the ground) and (f) Lead or lead-containing materials in Structures and/or other improvements on or in the Site. The term "Contaminated Materials" includes Hazardous Waste. |
| **Contract** | Depending on the context, (a) the Design-Build-Operate-Maintain Contract, or (b) collectively, the Contract Documents. |
| **Contract Documents** | The meaning set forth in Book 1, Section 1.3. |
| **Contract Expiry** | The meaning set forth in Book 1, Section 20.6. |
| **Contract Milestone** | Major events throughout the Contract that define the times when the Project Company will be paid. |
| **Contract Price** | The meaning set forth in Book 1, Section 11.1.1. |
| **Contractor** | An entity supplying material or performing work under the terms of the Contract Documents. |
| **Default of Contract** | The meaning set forth in subsection 108.11 in the Standard Specifications. |
| **Deleted Work** | The meaning set forth in Book 1, Section 13.7.3. |
| **Department** | The Department of Transportation of the State of Michigan, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the Work within its jurisdiction. |
| **Design Documents** | All drawings, specifications, reports, calculations, records, or submittals at any stage of development or revision relating to the Project. |

| | |
|---|---|
| **Design Manager** | Project Company's principal engineer in charge of the Project Design. |
| **Design-Build-Operate-Maintain Contract** | The Design-Build-Operate-Maintain Contract, as executed by MDOT and Project Company and any and all amendments thereto. |
| **Design-Build-Operate-Maintain Project** | See Project. |
| **Differing Site Conditions** | (a) subsurface or latent physical conditions that differ from those reasonably assumed by Project Company based physical conditions of an unusual nature, differing materially from those ordinarily encountered at the Site and generally recognized as inherent in the Work provided for in the Contract, provided in all cases that Project Company had no actual or constructive knowledge of such conditions as of the Proposal Due Date. The foregoing definition shall not apply to Utilities, or Force Majeure events, nor shall it include any differences in groundwater depth or subsurface moisture content from that identified in the RFP. |
| **Direct Costs** | Actual costs for labor, equipment, and materials. |
| **Dispute** | Disagreement between multiple parties. |
| **Easement** | The right to cross or otherwise use someone else's land for a specified purpose. |
| **Electric Vehicle Infrastructure Training Program** | Electric Vehicle Infrastructure Training Program (EVITP) refers to a comprehensive training program for the installation of electric vehicle supply equipment. For more information, refer to https://evitp.org/. |
| **Electric Vehicle Supply Equipment** | The equipment required for a functioning electric vehicle Charging Station to deliver energy efficiently and safely to a vehicle that includes, but is not limited to, electrical conductors, related equipment, software, and communication protocols. |
| **Eligible Costs** | The meaning set for in the ITP, Section 4.4.1. |
| **Environmental Approval** | The Governmental Approvals listed in Book 2, Section 4 that are identified as being MDOT's responsibility to obtain. |
| **Environmental Compliance Manager** | The meaning set forth in Book 2, Section 4.1.2. |

| | |
|---|---|
| **Environmental Laws** | All Governmental Rules now or hereafter in effect regulating, relating to, or imposing liability or standards of conduct concerning the environment or to emissions, discharges, releases, or threatened releases of hazardous, toxic or dangerous waste, substance or material into the environment, including into the air, surface water or groundwater, or onto land, or relating to the manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, or handling of Contaminated Materials or otherwise relating to the protection of public health, public welfare, or the environment (including protection of nonhuman forms of life, land, surface water, groundwater and air), including CERCLA; RCRA; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; the National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*; the Endangered Species Act, 16 U.S.C. §§ 1531 *et seq.*; the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*; the Migratory Bird Treaty Act, 16 U.S.C. §§ 703 *et seq.*; and the Bald Eagle Protection Act, 16 U.S.C. § 668, each as amended. |
| **Environmental Management Plan** | The environmental management plan provided by Project Company and Approved by MDOT as described in Book 2 Section 4. |
| **Equipment** | All machinery, tools, and apparatus, together with the necessary supplies for upkeep and maintenance, necessary for the proper construction and/or completion of the Work. |
| **Error** | An error, omission, inconsistency, inaccuracy, deficiency, or other defect. |
| **Escrowed Proposal Documents** | All documentary information used in preparation of the Proposal Price. |
| **Expiry Date** | The date in which the Contract is no longer in effect following the conclusion of the O&M Term. |
| **Falsework** | Any temporary facility/device used to support the permanent structure until it becomes self-supporting. Falsework would include, but not be limited to, steel or timber beams, girders, columns, piles and foundations, and any propriety equipment including modular shoring frames, post shores, and adjustable horizontal shoring. |

| | |
|---|---|
| **Federal Requirement** | All Governmental Rules applicable to work financed with federal funds and the provisions required to be included in contracts therefore, including the provisions set forth in Book 1, Exhibit C. |
| **Final Construction Acceptance** | MDOT approval of Final Construction Completion. |
| **Final Construction Completion** | The meaning set forth in Book 1, Section 20.2.1. |
| **Force-Majeure** | Any of the following events or circumstances which directly cause the Project Company to be unable to perform their obligations under this Contract:<br>(a) war (including civil war or revolution), invasion violent act of foreign enemy or armed conflict, military or armed blockage, or military or armed takeover of the Project, occurring within the State;<br>(b) any act of terrorism, riot, insurrection, or civil commotion or sabotage that causes direct physical damage to, or otherwise directly causes interruption to construction of the Project;<br>(c) national strikes not specific to the Project Company-Related Entities, embargoes, national unavailability or shortages of materials, that, in each case, directly causes interruption to construction;<br>(d) nuclear, radioactive, or biological contamination of the Project unless the source or cause of the contamination is a result of the Project Company-Related Entities;<br>(e) Sustained 100-year flood events, a tornado with an enhanced Fujita Score Rating of EF2 or greater, sinkholes or landslides caused by natural events, fire or explosions not caused by the Project Company, in each case directly impacting and damaging the improvements or interruption to construction of the Project;<br>(f) a natural seismic event, where such earthquakes and ground shaking directly impact and cause damage to any constructed temporary or permanent works of the Project;<br>(g) any emergency declared by a governmental entity, with authority to declare, that directly impacts the Project.<br>Notwithstanding the foregoing, the term “Force Majeure” shall not include Normal Weather, normal wear and damage due to traffic and road maintenance, Differing Site Conditions, MDOT-Directed Changes, Utility Delays, delays, shortages, or price increases or other costs related to the COVID-19 pandemic, or any other matter for which the Contract Documents specify how liability or risk is to be allocated between MDOT and Project Company, regardless of whether such matter is beyond Project Company’s control. |

| | |
|---|---|
| **Good Industry Practice** | The best or common standards, practices and methods, and that degree of skill and diligence which would reasonably be expected from a skilled and experienced company engaged in the same type of undertaking under the same or similar circumstances, conforming to all contractual obligations and all applicable legal and regulatory requirements. |
| **Government Agency** | A permanent or semipermanent organization within the local, state, or federal government. |
| **Government Entities** | That which is closely affiliated, generally by government ownership or control, with State and local governments. |
| **Governmental Approvals** | Any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, agreement, concession, grant, franchise, registration or ruling required by or with any Governmental Person (other than a Governmental Person in its capacity as a Utility Owner) in order to perform the Work. |
| **Governmental Persons** | Any federal, state, local or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity. The term includes the State and agencies and subdivisions thereof, other than MDOT. |
| **Governmental Rules** | All applicable federal, state and local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, orders and decrees of any Governmental Person having jurisdiction over the Project or Site, the practices involved in the Project or Site, any Work, or any Utility Work being performed by a Utility Owner. The term "Governmental Rule" does not include Governmental Approvals. |
| **Guarantor** | Each entity (if any) providing a Guaranty. |
| **Guaranty** | Each guaranty of Project Company's obligations under the Contract Documents (if any). |
| **Host Site Owner** | The property owner of the land which the Charging Station is built upon. |
| **Inspection** | The act of viewing or looking carefully at the Contract and Work to verify whether all work done and materials furnished comply with the specifications and quality requirements contained in the Contract Documents. |
| **Instructions to Proposers** | The RFP document identified as Instructions to Proposers. |
| **Issue Request for Proposals** | The act of the state making the Request for Proposals public. |

| | |
|---|---|
| **Key Personnel** | The persons listed on Book 2 Section 2, subject to revision in accordance with the Contract. |
| **Letter of Final Construction Completion** | The meaning set forth in Book 1, Section 20.2.1.2. |
| **Level 2 AC Charger** | A charger that operates on a circuit from 208 volts to 240 volts and transfers alternating-current (AC) electricity to a device in an EV that converts alternating current to direct current to recharge an EV battery. |
| **License** | The agreement proving for a limited right to entry by MDOT described in Book 2, Section 24. |
| **Local Agency** | The county, city, or township having jurisdiction over the facility. |
| **Local Municipality** | A city, a village, a charter township, a county, a department of county government if the county has an elected county executive, or an authority established by law. |
| **Material Acceptance Methods** | The meanings set forth in the MDOT Materials Source Guide. |
| **Material Source List** | The meanings set forth in the MDOT Materials Source Guide. |
| **Materials** | Any substances required for use in the completion of the Project and its appurtenances. |
| **Materials Source Guide** | MDOT Materials Source Guide from the Construction Field Services Division. |
| **MDOT Construction Engineer** | MDOT appointed Engineer responsible for overseeing the construction of the Project. |
| **MDOT Project Manager** | The person designated by MDOT, on MDOT's behalf, to direct the Project. |
| **MDOT Project Staff** | MDOT appointed personnel responsible for tasks of the Project. |

| | |
|---|---|
| **MDOT-Caused Delay** | Unavoidable delays, to the extent that they affect the Progress Schedule, arising from the following matters and no others:<br>(a) A suspension order pursuant to Book 1, Section 14, to the extent provided therein;<br>(b) MDOT-Directed Changes;;<br>(c) Failure or inability of MDOT to provide responses to proposed schedules, design submittals and other submittals and matters for which response by MDOT is required, within the time periods indicated in the Contract Documents;<br>(d) Uncovering, removing, and restoring Work, to the extent provided in Book 1, section 5.3.2;<br>(e) Any improper action by MDOT's designated representative with binding authority or improper failure to act by MDOT within a reasonable time after delivery of notice by Project Company to MDOT requesting such action; and<br>(f) Issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of a material portion of the Work, except if [i] such risk has been assumed by Project Company under Book 1, section 6.2.2 or [ii] arising out of, related to, or caused by the negligent or improper act, failure to act or omission, willful misconduct, recklessness, or breach of contract or Governmental Rule by any Project Company-Related Entity. |
| **MDOT-Directed Change** | Any changes in the Work which MDOT has directed Project Company to perform. |
| **Migratory Birds** | The meaning set forth in Book 2, Section 4.2.7. |
| **New Environmental Approvals** | Any of the following:<br>(a) a new Governmental Approval of the same type as an Environmental Approval; and<br>(b) a revision, modification or amendment to one or more of the Environmental Approvals. |
| **Nonconforming Work** | Work performed that does not meet requirements of the Contract Documents. |
| **Non-Hazardous Contaminated Materials** | The meaning set forth in Book 2, Section 4.2.9. |
| **Notice of Coverage** | The meaning set forth in Book 2, Section 4.2.17.1. |
| **Notice of Final Construction Acceptance** | The meaning set forth in Book 1, Section 20.2. |

| | |
|---|---|
| **Open Charge Point Interface** | An open-source communication protocol that governs the communication among multiple charging networks, other communication networks, and software applications to provide information and services for EV drivers. |
| **Open Charge Point Protocol** | An open-source communication protocol that governs the communication between chargers and the charging networks that remotely manage the chargers. |
| **Operating Period** | See O&M Term. |
| **Operations and Maintenance Plan** | The meaning set forth in Book 2, Section 23.4.1. |
| **Operations and Maintenance Term** | The meaning set forth in Book 2, Section 23.2. |
| **Person** | Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, or Governmental Person, including MDOT. |
| **Plan (of action)** | The plan, profiles, typical cross-sections, and supplemental drawings that show the locations, character, dimensions, and details of the Work to be done. |
| **Plug and Charge** | A method of initiating charging, whereby an EV charging customer plugs a connector into their vehicle and their identity is authenticated through digital certificates defined by ISO-15118, a charging session initiates, and a payment is transacted automatically, without any other customer actions required at the point of use. |
| **Prequalification Process** | A process used by MDOT to determine the work classifications a Project Company is eligible to perform and the maximum contract amount which the Project Company's resources enable it to manage. This is done in accordance with the "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work." |
| **Price Proposal** | The contents of form located in the ITP, Form 2. Proposal Price offered by the Proposer and all supporting documentation required by the Contract Documents. |
| **Professional Liability Coverage** | The meaning set forth in Book 1, Section 9.1.1. |
| **Progress Report** | Narrative of the Work completed and Work to be completed regarding the Progress Schedule. |
| **Progress Schedule** | The meaning set forth in Book 2, Section 2.3. |

| | |
|---|---|
| **Project** | The proposed Design-Build-Operate-Maintain project, as more specifically defined in the Contract Documents and all other Work product to be provided by Project Company. |
| **Project Company** | Entity that executes the Contract with Contracting Authority for the Design-Build-Operate-Maintain Project, organized as a partnership, a joint venture, a corporation, or a limited liability company, in each case with all members having joint and several liability for the obligations of the Contract. |
| **Project Company Related Entity** | Any parent or subsidiary of the Project Company. |
| **Project Company Share** | The amount of money the Project Company is contributing to the Contract Price of the Project equating to no less than 20% of the Total Eligible Cost. |
| **Project Company's Project Manager** | The person designated by the Project Company to direct the Project. |
| **Project Quality Manual** | The meaning set for in Book 2, Section 2.4. |
| **Project Requirements** | The content of Book 2 |
| **Project Schedule** | See Progress Schedule. |
| **Project Website** | The meaning set forth in Book 2. |
| **Proposal** | Those documents constituting Project Company's response to the RFP, including any supplements to proposals as may have been requested by MDOT. |
| **Proposal Price** | See Contract Price. |
| **Proposer** | An individual, firm, partnership, corporation, joint venture or combination thereof that submits a proposal in response to the RFP. |
| **Punch List** | The list of Work items with respect to the Project which remain to be completed after achievement of Substantial Construction Completion, as applicable, generally limited to minor incidental items of Work which have no adverse effect on the safety or operability of the Project. |
| **Quality Assurance** | The meaning set forth in ISO 8402. |
| **Quality Control** | The meaning set forth in ISO 8402. |

| | |
|---|---|
| **Ready to Test** | The progress milestone where the Project Company is ready for MDOT or a MDOT appointed entity to test the Charging Station according to applicable specifications. |
| **Real Estate** | Property consisting of land or buildings. |
| **Records** | The meaning set forth in Book 1, Section 22. |
| **Release for Construction** | The milestone where the Project Company has received approval to begin construction. |
| **Release for Construction Documents** | The meaning set forth in Book 2, Section 22. |
| **Relevant Specifications** | Specifications of design items related to the Project Design. |
| **Relocate / Relocated / Relocation** | As related to Utilities, each removal, transfer of location, In-Place/Out-of-Service and/or Protection of Existing Utilities (including provision of temporary services as necessary) of any and all Utilities that is necessary or advisable in order to accommodate or permit construction of the Project. |
| **Remediation Work** | Investigating, monitoring, characterizing, testing, sampling, stock-piling, storage, backfilling in place, recycling, treatment, and/or off-Site disposal of Contaminated Materials and materials containing Contaminated Materials, as Approved by MDOT and in accordance with the Environmental Management Plan and Book 2 Section 4. |
| **Request for Proposal** | The Request for Proposals for the Project issued by MDOT including all addenda and clarifications thereto. |
| **Right-of-Way** | The real property (which term is inclusive of all estates and interests in real property) that is necessary for ownership and operation of the Project (includes permits). The term specifically excludes any Construction Easements.<br>The term "Right-of-Way" is sometimes used to indicate Right-of-Way and is sometimes used to indicate rights-of-way for other facilities. |
| **Site** | The physical location on which a Charging Station is proposed to be located. |
| **Site Host** | The owner of the property where the publicly accessible Charging Station is located. |
| **Soil Erosion and Sedimentation Control Measures** | Construction items and practices to reduce soil erosion. |

| | |
|---|---|
| **Special Provisions** | Revisions and additions to the Standard Specifications and Supplemental Specifications applicable to an individual project. |
| **Specifications** | A general term applied to all written directions, provisions and requirements concerning the performance of the Work. |
| **Standard Specifications** | MDOT's 2020 Standard Specifications for Construction, as modified in the Contract Documents. |
| **Standards** | The content of Book 3. |
| **State** | The State of Michigan acting through its elected officials and their authorized representative, or the State of Michigan in the geographic sense, depending on the context. |
| **State Project Number** | The number used by the State of Michigan to identify the project associated with the RFP. |
| **Statement of Qualifications** | The meaning set forth in Book 1, Section 1.3. |
| **Subcontract** | Any subcontract to perform any part of the Work or provide any Materials, Equipment or supplies for any part of the Work between Project Company and a Subcontractor, or between any Subcontractor and its lower tier Subcontractor, at any tier. |
| **Subcontractor** | Any Person with whom Project Company has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier. |
| **Substantial Construction Completion** | Completion of the Project as described in Book 1, Section 20.1. |
| **Supplemental Specifications** | MDOT approved additions and revisions to the Standard Specifications. |
| **Supplier** | Any Person other than employees of Project Company not performing Work at the Site that supplies machinery, Equipment, Materials or systems to Project Company or any Subcontractor in connection with the performance of the Work; Persons who merely transport, pick up, deliver, or carry Materials, personnel, parts, or equipment or any other items or persons to or from the Site shall not be deemed to be performing Work at the Site. |
| **Surety** | Each properly licensed surety company Approved by MDOT which has issued the Payment and Performance Bond. |
| **Surface Restoration** | The act of returning surfaces affected during construction to their design specifications. |

| | |
|---|---|
| **Teaming Partner** | Means the entity performing any of the following required roles, whether this is the Project Company or a subcontractor:<br>1. Site host (property owner/operator/lessee)<br>2. Electric Distribution Utility<br>3. Site Designer<br>4. Electric Vehicle Supply Equipment (EVSE) Charging Station (hardware)<br>5. Installer/Electrical Contractor<br>6. Charging Network Provider (software)<br>7. Operations and Maintenance Provider |
| **Technical Proposal** | The Project Company's response to the Request for Proposal that provides the information required by Section 4 of the ITP. |
| **Termination of Contract** | The meaning set forth in Book 1, Section 15. |
| **Time and Materials Change Order** | A Change Order issued under Book 1, Section 13.7. |
| **Total Eligible Cost** | The total amount of funding required to deliver the Project in compliance with all requirements of the Contract Documents. |
| **Total Funds Requested** | The amount of money requested equating to the Total Eligible Cost less the Project Company Share. |
| **Utility** | Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including fire and police signal systems and street lighting systems, which directly or indirectly serve the public. The term "Utility" shall also mean the utility company inclusive of any wholly owned or controlled subsidiary. The necessary appurtenances to each utility facility shall be considered part of such utility. Without limitation, any Service Line connecting directly to a utility shall be considered an appurtenance to that utility, regardless of the ownership of such Service Line. The term "Utility" is sometimes also used to refer to a "Utility Owner." |
| **Utility Coordination** | Communication of Construction activities between the Project Company and the Utility. |
| **Utility Owners** | The owner or operator of any Utility. |

| | |
|---|---|
| **Utility Work** | The Work associated with Relocation of Utilities, including the design, construction, installation, manufacture, supply, testing and inspection, adjustments (including manholes and valves), and otherwise required by the Contract Documents, including all labor, Materials, Equipment, supplies, utilities and subcontracted services provided or to be provided bv Project Company and/or the Utility Owners. |
| **Work** | All duties and services to be furnished and provided by Project Company as required by the Contract Documents, including the administrative, design, engineering, quality control, quality assurance, Relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, Materials, Equipment, operations, maintenance, documentation and all other efforts necessary or appropriate to achieve Contract Expiry except for those efforts which the Contract Documents specify will be performed by MDOT or other Persons. In certain cases the term is also used to mean the products of the Work. |
| **Work Order** | A written order by MDOT requiring performance by the Project Company. |
| **Working Day** | Any Calendar Day other than Saturday, Sunday, a Holiday, all days between and including December 24 to January 1, and MDOT furlough days as directed by the State of Michigan. |

# Exhibit 1-B Not Used

# Exhibit 1-C Modifications to Division 1 of the 2020 MDOT Standard Specifications for Construction

## General

This document defines modifications to Division 1 of MDOT's 2020 Standard Specifications for Construction (Standard Specifications) and references portions of the Contract Documents where contract language revises or replaces Division 1 language.

If the Project Company believes that a modification is unclear, the Project Company shall have the obligation to raise the issue with MDOT. Regardless of whether the Project Company raises the issue, MDOT shall always have the right to notify the Project Company if the Project Company is interpreting the modification incorrectly.

Specifications that are not listed in the Standard Specifications are not modified in this document, but they may be modified by Special Provisions or other Contract Documents.

All references to the Engineer in Division 1 shall mean MDOT unless the context requires otherwise. References to low bid, low Bidder and apparent low Bidder shall refer to Best Value, Best Value Proposer, or selected Best Value Proposer, as applicable, when Best Value procurement is indicated in the Instructions to Proposers.

All Division 1 Standard Specifications are incorporated herein, except as otherwise provided in the Contract Documents, and with the following exceptions:

## A. Division 1 – General Provisions – Specific Modifications

### *Section 101. TERMS, FORMAT, AND DEFINITIONS*

Section 101 is hereby deleted in its entirety and shall be as set forth in Exhibit 1-A to Book 1 of the Contract Documents.

### *Section 102. PROPOSAL SUBMISSION, AWARD, AND EXECUTION OF CONTRACT*

#### 102.02 Contents of Proposal

Subsection 102.02 is hereby deleted in its entirety. Refer to the Instructions to Proposers and the Contract Documents.

#### 102.03 Interpretation of Bid Items in the Proposal

Subsection 102.03 is hereby deleted in its entirety. Refer to the Instructions to Proposers and the Contract Documents.

#### 102.04 Examination of Plans, Proposal, and Work Site

Subsection 102.04 is hereby deleted in its entirety. Refer to the Instructions to Proposers and Book 1, sections 1, 2, 6, and 13.

#### 102.06 Irregular Bids

Provisions regarding irregular bids shall be in accordance with the Instructions to Proposers and subsection 102.06, modified as follows:

Subsection 102.06.C is hereby deleted and replaced with the following:

The Department may waive irregularities in accordance with subsection 102.06.B and accept the lowest qualified Proposal or Best Value Proposal, as indicated in the Instructions to Proposers, whenever the considerations set forth in this subsection do not justify rejection of the Proposal. In determining whether to waive an irregularity and accept a Proposal, the Department will consider whether the nature or extent of the irregularity is such that acceptance of the Proposal might confer on the Proposer an unfair advantage or possibility for Proposal manipulation; jeopardize funding for the contract; impose unreasonable administrative burdens on the Department; or, otherwise undermine the integrity of a fair, open and honest competitive bidding process. If the irregularity will not result in any of the conditions just listed, the Department may accept the Proposal and allow a Proposer to remedy the irregularity. In remedying the irregularity, the Proposer must not increase or decrease the Proposal Price.

Only a Proposer whose Proposal has been rejected in accordance with subsection 102.06 and who would otherwise be the lowest Proposer or Best Value Proposer, as applicable, has an opportunity to appeal a proposed rejection in accordance with subsections 102.11 and 102.12. Once all administrative appeals are exhausted in accordance with subsections 102.11 and 102.12, the decision of the Department or the Commission is final and binding on all Proposers.

### 102.07 Delivery of Bid

Subsection 102.07 is hereby deleted in its entirety. Refer to the Instructions to Proposers.

### 102.08 Withdrawal or Revision of Bid

Subsection 102.08 is hereby deleted in its entirety. Refer to the Instructions to Proposers.

### 102.09 Downloading of Bids

Subsection 102.09 is hereby deleted in its entirety. Refer to the Instructions to Proposers.

### 102.13 Consideration of Bids

Provisions regarding consideration of Proposals shall be in accordance with the Instructions to Proposers and subsection 102.13, modified as follows:

Delete the first paragraph and replace with the following:

To determine the Proposal Price, the Proposals will be reviewed based on the sum of products of the quantities and unit or lump sum bid prices. In the case of discrepancy between this calculated total and the total shown in the Proposal, unit or lump sum prices as entered in the Proposal shall govern and all errors found in said computations will be corrected.

### 102.16 Bid Guaranty Payment

Subsection 102.16 is hereby deleted in its entirety. Refer to the Contract Documents.

## *Section 103 SCOPE OF THE WORK*

### 103.01 Intent of Contract

Subsection 103.01 is hereby deleted in its entirety and shall be as set forth in the Contract Documents.

### 103.02 Revisions to the Contract

Subsection 103.02 is hereby deleted in its entirety and shall be as set forth in Book 1, section 13.

## *Section 104 CONTROL OF THE WORK*

### 104.02 Plans and Working Drawings

Subsection 104.02 is hereby deleted in its entirety. General provisions regarding plans, working drawings, shop drawings, product data and other construction documents are included in the Contract Documents.

### 104.03 Deviations from the Plans

Subsection 104.03 is hereby deleted in its entirety.

### 104.04 Conformity with the Contract

Coordinate conformity with the Contract requirements in subsection 104.04 with the control of work requirements in Book 1, section 5. The more stringent of the requirements shall apply.

### 104.06 Coordination of Drawing Dimensions and the Contract

Subsection 104.06 is hereby deleted in its entirety. Book 1, Section 1.3 and Book 2 set forth the order of precedence of the various Contract Documents. Book 1, Section 1.6, sets forth how omissions of detail and clarification by MDOT are addressed.

### 104.07 Contractor Obligations

Coordinate maintenance during construction in accordance with subsection 104.07.C with the project maintenance requirements in Book 2. The more stringent of the requirements shall apply.

### 104.09 Lines, Grades, and Elevations

Coordinate survey requirements in subsection 104.09 with the survey requirements in Book 2. The more stringent of the requirements shall apply.

## *Section 105 CONTROL OF MATERIALS*

### 105.02 Natural Material Sources Found within the Excavation Limits

The last sentence of subsection 105.02 is deleted.

### 105.03 Borrow Material

Subsection 105.03 is hereby deleted in its entirety and replaced with the following:

Material found outside the excavation limits is considered borrow. Unless otherwise specified in the Contract Documents, the Project Company must furnish the borrow material. The Project Company may not remove borrow from the highway right-of-way for use on this project or other projects.

For Project Company provided material sources, the Project Company must take necessary action to certify that the material is environmentally acceptable and acquire all required rights and permits. A copy of the rights of use and permit(s) must be given to the MDOT Construction Engineer before the use of the material on the project.

Granular materials excavated from under water must be stockpiled for sufficient time to be drained of free water before placing on a prepared subgrade. If the Project Company elects to accomplish de-watering of borrow material by a temporary lowering of the water table, the Project Company shall be responsible for any damages caused by this method.

After completing the work, the Project Company must restore sources of borrow material in accordance with subsection 205.03.H.2.

The Project Company is responsible for necessary construction, maintenance, and rehabilitation of routes used to haul borrow material. The Project Company is responsible for damages caused by hauling operations in accordance with section 107.

The Project Company must make provisions for haul routes involving a private railroad crossing in accordance with subsection 107.20.

**105.04 Miscellaneous Quantities**

Subsection 105.04 is hereby deleted in its entirety.

**105.09 Materials not Incorporated into the Work**

The second paragraph is deleted.

## *Section 107 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC*

**107.02 Permits and Licenses**

Delete subsection 107.02.A.

**107.06 Furnishing Right-of-Way**

Subsection 107.06 is hereby deleted in its entirety.

**107.08 Land Monuments and Property Corners**

The last sentence of this subsection 107.08 is deleted.

**107.09 Archaeological and Historical Findings**

Subsection 107.09 is hereby deleted in its entirety. Provisions for archeological and historical findings will be in accordance with Book 1, Section 5 and 13.

**107.11 Contractor's Responsibility for the Work**

The first paragraph of subsection 107.11 is hereby deleted and substituted with the following:

Until Contract Expiry, the Project Company is responsible for the Work and must take every precaution against injury to the public or otherwise, or damage to property, public or private, from the elements or any other cause. The Project Company is responsible for the expense resulting from and of the aforementioned injuries or damages. The Project Company must rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before Contract Expiry and shall bear the expense of the damage except as otherwise indicated in Book 1.

**107.15 Compliance with Laws; Environmental Protection**

Coordinate construction site storm water runoff requirements in subsection 107.15.B with the erosion and sedimentation control requirements in Book 2, Section 4. The more stringent of the requirements shall apply.

**107.21 Approved for Traffic**

The last sentence of the first paragraph of this subsection 107.21 is deleted. Coordinate opening sections of project to traffic requirements in subsection 107.21 with the requirements in Book 1, Section 20.3.

## *Section 108 PROSECUTION AND PROGRESS*

**108.01 Subcontracting of Contract Work**

Subsection 108.01 is hereby deleted in its entirety. Refer to Book 1, Section 7.

**108.06 Determination of Contract Time for Work Day Contracts**

Subsection 108.06 is hereby deleted in its entirety. Refer to Book 1, Section 13.

**108.07 Extension of Time on Work Day Contracts**

Subsection 108.07 is hereby deleted in its entirety. Refer to Book 1, Section 13.

### 108.08 Extension of Time on Calendar Day or Calendar Date Contracts

Subsection 108.08 is hereby deleted in its entirety. Refer to Book 1, Section 13.

### 108.09 Request for Extension of Time on Work Day, Calendar Day, and Calendar Date Contracts

Subsections 108.09.B and 108.09.C are hereby deleted in their entirety. Refer to Book 1, Section 13.

### 108.10 Liquidated Damages

Subsection 108.10 is hereby deleted in its entirety.

## *Section 109 MEASUREMENT AND PAYMENT*

### 109.01 Measurement of Quantities

Subsection 109.01 is hereby deleted and replaced with the following:

The purpose of measurement of quantities is to identify testing and inspection frequencies, to track shared work items and work covered by a unit price change order, and to provide a basis for certain price reductions.

The Method of Measurement and Basis of Payment sections in the Standard Specifications are hereby deleted.

The Project Company acknowledges and agrees that the Contract Price constitutes full compensation for performance of all of the Work, subject only to those exceptions specified in the Contract Documents.

### 109.02 Scope of Payment

Subsection 109.02 is hereby deleted in its entirety. Refer to Book 1, Section 11.

### 109.03 Payments for Increased or Decreased Quantities

Subsection 109.03 is hereby deleted in its entirety. Refer to Book 1, Section 13.

### 109.04 Progress and Partial Payments

Subsection 109.04 is hereby deleted in its entirety. Refer to Book 1, Section 11.

### 109.05 Payment for Contract Revisions

Subsections 109.05A, 109.05B, and 109.05C are deleted . Payment for Contract Modifications will be made in accordance with Book 1, Sections 11 and 13. Subsections 109.05.D, 109.05.E, 109.05.F, and 109.05.G remain in force to the extent that thay do not conflict with other sections of the Contract Documents.

### 109.07 Final Inspection, Acceptance, and Final Payment

Subsection 109.07 is hereby deleted in its entirety. Refer to Book 1, Section 20.

## *Section 110 MOBILIZATION*

Section 110 is hereby deleted in its entirety.

# PROJECT REQUIREMENTS
# BOOK 2

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**Statewide**

**Design-Build-Operate-Maintain Project**

**National Electric Vehicle Infrastructure (NEVI)**

**Round 1**

**Job Number: 217941**

**Addendum ~~1~~ 2**

**October ~~17~~ 23, 2023**

Michigan Department of Transportation

# Table of Contents

**1 Introduction ..... 1**
1.1 Introduction to Books 2 and 3 ..... 1
1.2 Project Description ..... 1
1.2.1 Project Limits ..... 1
1.2.2 General Description ..... 1
1.2.3 Other Projects Within the Corridor ..... 1

**2 Project Management ..... 2**
2.1 Scope Management ..... 2
2.1.1 Partnership and Meetings ..... 2
2.1.2 Administrative Requirements ..... 3
2.1.3 Meeting Agenda and Minute Requirements ..... 3
2.1.4 Deliverables ..... 4
2.2 Cost and Progress Management ..... 4
2.2.1 Administrative Requirements ..... 4
2.2.2 Deliverables ..... 6
2.3 Schedule Management ..... 6
2.3.1 Acceptance of Schedule ..... 6
2.3.2 Level of Detail ..... 6
2.3.3 Deliverables ..... 7
2.4 Quality Management ..... 8
2.4.1 Responsibilities ..... 8
2.4.2 Quality Management Goals ..... 8
2.4.3 Project Quality Manual (PQM) ..... 9
2.5 Human Resource Management ..... 10
2.5.1 Key Personnel ..... 10
2.5.2 Not Used ..... 10

**3 Public Information ..... 11**
3.1 NOT USED ..... 11
3.2 NOT USED ..... 11
3.3 NOT USED ..... 11
3.4 Media Relations ..... 11
3.5 Deliverables ..... 11

**4 Environmental Compliance ..... 12**
4.1 Administrative Requirements ..... 12
4.1.1 Standards ..... 12
4.1.2 Personnel Requirements ..... 13
4.1.3 Amended or New Environmental Approvals ..... 13
4.1.4 Environmental Management Plan ..... 14
4.2 Design and Construction Requirements ..... 15

4.2.1 Mitigation Measures ....15
4.2.2 Permits ....15
4.2.3 Waters and Wetlands ....16
4.2.4 Water Quality ....16
4.2.5 Agricultural ....16
4.2.6 Coastal Zone ....16
4.2.7 Migratory Birds ....16
4.2.8 Threatened and Endangered Species ....16
4.2.9 Contaminated Properties ....17
4.2.10 Historic Properties ....17
4.2.11 Archeological Properties ....17
4.2.12 Recreational Properties ....18
4.2.13 Social Impacts ....18
4.2.14 Not Used ....18
4.2.15 Noise ....18
4.2.16 Air Quality ....18
4.2.17 Erosion and Sedimentation Control (Water Quality) ....19
4.3 Required Meetings ....19
4.3.1 Environmental Protection Pre-construction Meeting ....19
4.4 MDOT Environmental Notification and Contact List ....20
4.5 Deliverables ....21
4.5.1 Environmental Management Plan ....21
4.5.2 Regulated Area Permit Documentation ....21
4.5.3 Erosion and Sedimentation Control Plans ....21
4.5.4 Local Permit Documentation ....22
4.5.5 Contaminated Groundwater Dewatering Plan ....22

**Sections 5 – 21 NOT USED ....23**

**22 Design and Construction (D&C) ....24**
22.1 Administrative Requirements ....24
22.1.1 Standards ....24
22.1.2 Coordination with Other Agencies ....25
22.1.3 Meetings ....25
22.1.4 Third-Party Agreements ....25
22.1.5 Project Company's Responsibilities ....26
22.1.6 MDOT's Responsibilities ....26
22.2 Design Requirements ....26
22.2.1 Charging Station ....26
22.2.2 Charging Network Connectivity of Electric Vehicle Charging Infrastructure ....29
22.2.3 Site Requirements ....29
22.2.4 Safety and Security ....31
22.2.5 Additional Federal Requirements ....33

22.2.6 Other Requirements ....34
22.3 Construction Requirements ....35
22.3.1 General ....35
22.3.2 Installation / Integration ....36
22.3.3 System Testing ....37
22.3.4 Shop and Working Drawing Documents ....37
22.3.5 Product Data ....38
22.3.6 As-Built Documents ....38
22.3.7 Jobsite Posters ....39
22.4 Deliverables ....40
22.4.1 General Requirements ....40
22.4.2 Third Party Agreements ....40
22.4.3 Utilities ....40
22.4.4 Michigan Department of Licensing and Regulatory Affairs (LARA) Permits ....41
22.4.5 Design ....41
22.4.6 Design Deliverables and Review ....45
22.4.7 Construction Deliverables ....46

**23 Operations and Maintenance (O&M) ....48**
23.1 Administrative Requirements ....48
23.1.1 Standards ....48
23.1.2 Meetings ....48
23.1.3 Goals ....48
23.2 O&M Term ....48
23.3 O&M Requirements ....49
23.3.1 Project Company's Responsibilities ....49
23.3.2 MDOT Responsibilities ....50
23.3.3 Data Collection and Submittal ....50
23.3.4 Communication of Price ....53
23.3.5 Certifications ....54
23.3.6 Reporting Mechanisms ....54
23.3.7 Uptime and Availability Requirements ....54
23.3.8 Revenue Distribution ....55
23.3.9 Snow and Ice Control ....56
23.3.10 General Site Grounds Maintenance ....56
23.3.11 Surface Maintenance ....56
23.4 Deliverables ....56
23.4.1 Operations and Maintenance Plan ....57
23.4.2 Data Submittals ....57
23.4.3 Deliverable Format ....58
23.5 Decommissioning of Charging Station ....58

**24 Project Site Ownership/Usage Rights .....59**
24.1 Property Interest.....59
24.2 Assignment by MDOT .....59
24.3 Deliverables.....59

# 1 Introduction

Conduct all Work necessary to meet the requirements of the Contract.

## 1.1 Introduction to Books 2 and 3

This introduction is intended to provide instructions to the Project Company on the relationship between Books 2 and 3. It does not replace the order of precedence set forth in Book 1. Book 1, Section 1.3 defines the order of precedence for the Contract Documents. If there are any conflicts between this introduction and Book 1, Section 1.3, Book 1, Section 1.3 shall control.

Book 3 sets forth the standards applicable to the Project. Book 3 includes modifications that apply to the standards listed in Book 3. In some instances, only specific sections of the given standard apply. These sections are specified in Book 2. The MDOT Frequently Used Special Provisions, MDOT Supplemental Specifications, MDOT Traffic and Safety Special Provisions, and certain other special provisions are included as standards in Book 3. Other special provisions not included in Book 3 shall not be used by the Project Company without prior Approval by MDOT.

Book 2 sets forth requirements that are intended to apply to this Project. Book 2 incorporates the standards in Book 3 by reference. In many cases, Book 2 will modify, supplement, or replace the standards in Book 3.

The text of Book 2 shall take higher precedence than the exhibits of Book 2.

## 1.2 Project Description

### 1.2.1 Project Limits

The project limits are defined by the site proposed by the Project Company for the deployment of a NEVI compliant Charging Station.

### 1.2.2 General Description

Design, build, operate, and maintain NEVI compliant charging infrastructure along an AFC at a site identified by the Proposer in accordance with the Contract Documents. Determine the full scope of the Project by thorough examination of the RFP documents, or as may be reasonably inferred from such examination.

### 1.2.3 Other Projects Within the Corridor

Coordinate all Work and cooperate with the holders of separate contracts on or near the Work, both present and future, and their forces. Conduct design, construction, operations, and maintenance so as to cooperate with and interfere as little as possible with activities of other contractors, Utilities, or any public authority on or near the Work, and as directed by MDOT. Perform the Work to ensure public convenience and safety.

# 2 Project Management

This project will be managed with a document control Project Website. All Project deliverables and submittals shall be submitted in electronic format to a secure Project Website, unless otherwise noted. The Project Company is not responsible for providing a Project Website. If a submittal is too large to submit to the Project Website or is submitted to MDOT by means other than the Project Website, coordinate with MDOT's Project Manager to determine the most suitable method for transmitting the submittal to MDOT.

Work within the parameters of the Project Website to receive Project information notifications via e-mail and download Project information from the Project Website. MDOT reserves the right to limit security levels. The Project Company is responsible for information provided to MDOT by their personnel via the Project Website.

Deliverables submitted to the Project Website shall be in portable document format (PDF) unless otherwise noted.

MDOT intends to provide and consolidate comments in response to the Project Company's submittal(s) via PDF comments and markups. All responses from the Project Company to MDOT comments shall be done using PDF comment and markup responses.

The Contract Documents define the Project Company's obligations with MDOT. Any obligations from the Local Agency and/or other Government Agencies having jurisdiction over the site must be met and may be in addition to the any requirement within the Contract Documents. The Project Company may request a deliverable herein be modified to align with a Local Agency of Government Agency process to avoid duplicative efforts, for review and approval by MDOT. The decision to modify any obligations is at MDOT's sole discretion.

## 2.1 Scope Management

Conduct all Work necessary to meet the requirements of the RFP, including preparing, documenting, revising, and submitting information that details the Work and changes to the Work.

### 2.1.1 Partnership and Meetings

Meetings must be conducted with MDOT, Local Agency, and other stakeholders throughout the duration of the Project. At a minimum, Project Company must conduct meetings as described in Table 2-1. The need for additional meetings will be determined by MDOT, Local Agency, and/or the Project Company. These meetings are in addition to other meetings discussed elsewhere in the Contract Documents.

**Table 2-1 Project Meetings**

| Meeting | Purpose | Timeline |
|---|---|---|
| Project Kickoff Meeting | Confirm the scope of the Project and discuss the Project Company's approach to the project. | Within 45 days of Award |
| Design Kickoff Meeting | Discuss design deliverables, permitting, submittal process, and review procedures | This meeting must occur prior to work items being completed beyond the site plan submitted in response to the RFP. Meeting can be combined with the Project Kickoff Meeting |
| Design Review Meeting(s) | Discuss review comments | Within 30 days of each design submittal |
| Pre-Construction Meeting | Points of contact, Progress Schedule, safety, permits, job site details, inspection, oversight, etc. | Within 30 days of construction beginning |
| Construction Progress Meetings | Discuss progress during the construction phase | As needed |
| Substantial Construction Completion | Discuss punch list items | Per Progress Schedule |
| Final Construction Acceptance | Discuss transition from construction into O&M | Per Progress Schedule |
| Annual O&M Coordination Meetings | Discuss O&M performance | Per Progress Schedule |
| Project Closeout Meeting | Discuss contract close out and final documentation | Per Progress Schedule |

Be prepared to ask MDOT staff and representatives specific questions regarding the Work and provide meeting materials (roll plots, handouts, sample plan sheets, etc.) to attendees, as needed, to explain the question for efficient resolution. Supplying meeting materials and items for discussion to attendees prior to the meeting is encouraged but not required.

### 2.1.2 Administrative Requirements

Following the Award, incorporate any changes to the Work into progress reports, schedule management, quality management, Design and Construction (D&C) management, Operation and Maintenance (O&M) management, and human resources management for the Project.

### 2.1.3 Meeting Agenda and Minute Requirements

The Project Company shall provide a draft meeting agenda for all required meetings to the MDOT Project Manager a minimum of 5 days prior to the meeting for review and acceptance. MDOT will review the agenda and return comments within 5 Working Days.

Provide meeting minutes in electronic format to all meeting attendees for all meetings the Project Company attends to document decisions made on the Project. Meeting minutes shall include the meeting title, date of the meeting, meeting purpose, list of attendees (name, company, e-mail address, and telephone), outline or overview of topics discussed, decisions made and action items as a result

of the meeting. Action items shall include the task, person responsible for completing the task, and the completion date or timeframe in which the task shall be completed.

Complete and submit draft meeting minutes and submit to meeting attendees for review. MDOT will review the minutes and return comments within 5 Working Days.

### 2.1.4 Deliverables

Unless otherwise indicated, all deliverables shall be submitted in PDF files.

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| Draft Meeting Agenda | Review | Within 5 days of the meeting | 2.1.3 |
| Final Meeting Agenda | Acceptance | Within 5 days of receiving MDOT comments | 2.1.3 |
| Draft Meeting Minutes | Review | Within 5 days of the meeting | 2.1.3 |
| Final Meeting Minutes | Acceptance | Within 5 days of receiving MDOT comments | 2.1.3 |

## 2.2 Cost and Progress Management

Conduct all Work necessary to meet the requirements of cost and progress management, including the preparing, processing, revising, and submitting of invoices and progress reports.

### 2.2.1 Administrative Requirements

#### 2.2.1.1 Invoices

MDOT reserves the right to withhold processing of an invoice if the requirements of this section are not met.

A template invoice will be provided by MDOT following Award. Include the following on the invoice cover sheet:

1. Project numbers (federal and State) and title
2. Invoice number (numbered consecutively starting with “01”)
3. Period covered by the invoice (specific Days)
4. Milestone completed
5. Total earned to date for the Project as a whole and for each Milestone, as defined in Book 1
6. Authorized signature and title of signatory
7. Date that invoice was signed

Include the Progress Report, for the milestone being billed, with the invoice.

The invoice shall include a spreadsheet with the following columns:

- Title of the milestone
- Original dollar value
- Current revised value (if applicable)
- Percent paid to date
- Percent requested on the current invoice
- Dollar value paid to date
- Dollar value requested.

Milestone payments will be paid according to the Contract (see Book 1, Section 11.6 for additional information). Once each milestone is Accepted, an invoice can be submitted for Approval and payment by MDOT. Invoices will not be processed until the pertinent milestone is Accepted.

##### *2.2.1.1.1 Invoice Calculations*

The payment to the Project Company will be the amount shown on the Project Company's Approved invoice less deductions made by MDOT.

The first scheduled payment for any construction activity (and any subsequent payment for construction activities) will not occur until MDOT has verified and documented the posting of required labor compliance posters (see Book 2, Section 22.3.7) and the project specific prevailing wage rates (see Book 2, Section 22.2.5.3).

#### 2.2.1.2 Progress Report

MDOT will provide a template progress report following Award. Include the following in each progress report:

1. Summary of Work performed.
2. A certificate signed by the Project Company certifying that all Work associated with the subject milestone conforms to the requirements of the Contract.
3. An updated Progress Schedule and an analysis of the activities that are the controlling operations.
4. A summary of items the Project Company or MDOT needs or any outstanding issues that need to be resolved and who the responsible party is. This issue list shall carry over until resolution.
5. Change Orders
    a. Summary of outstanding Change Orders
    b. Summary of items where Project Company is aware of claim, dispute, circumstance, or fact that may give rise to a claim, if applicable
6. A summary of submittals made to MDOT during the reporting period.

### 2.2.2 Deliverables

Unless otherwise indicated, all deliverables shall be submitted in PDF files.

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| Invoice | Acceptance | Following successful completion of Milestone | 2.2.1 |
| Progress Report | Acceptance | With Invoice | 2.2.1 |

## 2.3 Schedule Management

Complete and update a Progress Schedule in accordance with the MDOT 2020 Standard Specifications for Construction Section 108.05. MDOT will provide a NEVI-specific Progress Schedule form to the Project Company for their use in developing the Progress Schedule following award. Whenever the term "Schedule" is used in the Contract Documents, it shall mean the Progress Schedule. Plan, report, and accomplish the Work under this Contract using the Progress Schedule.

### 2.3.1 Acceptance of Schedule

MDOT's review and Acceptance of Schedules will not waive any Contract requirements and shall not relieve the Project Company of any obligation or responsibility for submitting complete and accurate information. By review and Acceptance of the Schedule, MDOT does not endorse or otherwise certify the validity or accuracy of any part of the Schedules. The responsibility for validity and accuracy of all Schedules is the sole responsibility of the Project Company.

### 2.3.2 Level of Detail

The activities of the Schedule shall have, at a minimum, the level of detail described below, as applicable to the type of Work being performed unless otherwise agreed to by MDOT:

**General Activities**

- Contract Milestone(s)
- Jobsite poster installation
- Mobilization
- Shop and working drawing preparation, submittal, and processing for all elements requiring shop or working drawings
- Permit preparation and reviews
- Utility notification and relocations, by Utility
- Seasonal and/or weather restrictions

**D&C Submittals and Activities**

- MDOT design submittals and reviews
- Local Agency site plan and permits
- Real Estate
- Environmental permits

- Utility Coordination
- Quality Assurance/Quality Control
- RFC submittals
- MDOT and Local Agency review periods
- Soil Erosion and Sedimentation Control Measures
- Clearing and grubbing
- Excavation
- EVSE installation
- Utility installation
- Sidewalk and Americans with Disabilities Act of 1990 (ADA) Ramps (if needed)
- Surface Restoration
- Landscaping
- ADA improvements
- Signing/striping
- Project cleanup
- As-Built Documents
- Commissioning
- Punch list

**O&M Submittals and Activities**

- Data submittals
- Maintenance activities

### 2.3.3 Deliverables

Unless otherwise indicated, all deliverables shall be submitted in PDF files.

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| Progress Schedule | Acceptance | Form to be provided by MDOT | 2.3 |
| Updated Progress Schedule | Acceptance | Form to be provided by MDOT | 2.3 |

MDOT may withhold all or part of Contract payments for failure to develop an approved Progress Schedule within 60 days of Award or for failure to update the Progress Schedule as required.

# 2.4 Quality Management

## 2.4.1 Responsibilities

### 2.4.1.1 Project Company Responsibility

The Project Company is responsible for providing all administration, design, construction, operations, and maintenance Work in accordance with the Contract Documents. The Project Company is not relieved of its obligation to perform the Work in accordance with the Contract Documents, or any of its other obligations under the Contract Documents, by oversight, spot checks, audits, reviews, tests, inspections, acceptances, or approvals by any Persons, or by any failure of any Person to take such action.

The Project Company is responsible for providing and following a Project Quality Manual (PQM) in accordance with this Section 2.4.

### 2.4.1.2 MDOT Responsibility

MDOT will review design submittals as generally described within this section and other areas of the Contract Documents. MDOT will provide testing and inspection as deemed appropriate.

## 2.4.2 Quality Management Goals

### 2.4.2.1 D&C Phase

Develop and implement a D&C quality management approach that:

- Exhibits sound Design Quality Control and Quality Assurance review processes.
- Ensure designs meet the environmental requirements to maintain environmental clearance.
- Ensures the RFC Documents meet the requirements of the Contract.
- Provides quality measures and encourages continuous improvement of the design deliverable products.
- Promotes quality in the work product.
- Coordinates the design with the construction and promotes communication between Project Company and MDOT throughout the process.
- Ensure changes during construction to RFC documents are reviewed by the Project designers and are appropriately recorded.

### 2.4.2.2 O&M Phase

Develop and implement a quality management approach that:

- Promotes quality in the work product.
- Provides for a state of good repair for all facilities being operated under this Contract.
- Provides for public safety and security during the operations and maintenance phase of the Contract.

- Coordinates O&M activities to achieve performance requirements and promotes communication between Project Company and MDOT throughout the process.
- Ensures data sharing and submittals are accurate and include all information required as defined in the Contract Documents.

#### 2.4.2.3 Continuous Improvement

MDOT expects quality program improvements throughout the delivery of the entire Project. It is of the utmost importance that the Project Company involves its staff and partners with MDOT to ensure overall Project satisfaction. MDOT will strive for an oversight role in the quality management program for the Project; however, this will only be possible if the Project Company's quality program exhibits sound processes and practices that place quality design and workmanship above production and/or cost by all team members. The Project Company's Schedule shall allow for MDOT involvement.

### 2.4.3 Project Quality Manual (PQM)

Prepare a Project Quality Manual in accordance with this section. MDOT will provide a PQM form to the Project Company following Award for their use in developing the PQM. The Project Company shall submit the PQM to MDOT for review and acceptance.

The Project Quality Manual must show how D&C and O&M processes will be managed to achieve quality and shall be organized by functional areas of Quality Control and Quality Assurance. Staffing of the functional areas shall be at the Project Company's discretion, unless otherwise dictated by the Contract requirements.

At a minimum, the PQM must identify who is responsible for quality management, Project Company's approach to quality management, and how quality issues will be resolved.

All written procedures shall clearly describe the purpose of the process, overview of the process, responsibilities, steps of the process, and records resulting from the process.

All Work (including Subcontractors) must meet the requirements of the Project Quality Manual (PQM) and the Contract Documents.

***Work Suspension:*** If there is evidence that the Project Company's quality procedures are not adequate (as evidenced by MDOT's oversight reviews or problems during design and/or construction), MDOT may suspend ongoing Work represented by the deficient quality procedures and require correction of design and/or construction defects.

#### 2.4.3.1 PQM Deliverable

Unless otherwise indicated, all deliverables shall be submitted in PDF files. If the Project Company begins Work before Acceptance of the PQM, the Project Company shall do so at its sole risk. Once the PQM is Accepted, do not revise any portion without concurrence of MDOT.

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| PQM | Acceptance | Within 30 days of Award | 2.4.3 |
| Updated PQM | Acceptance | Within 10 Working Days of receiving MDOT comments | 2.4.3 |

MDOT will respond with comments or Acceptance within 5 Working Days of receipt of the PQM and Updated PQM.

## 2.5 Human Resource Management

Conduct all Work necessary to meet the requirements of human resource management, including personnel, facilities, and equipment.

All personnel performing Work on the Project shall have the experience, skill, and knowledge to perform the Work assigned to them. All personnel performing Work on the Project shall also have appropriate required professional licenses and certifications.

### 2.5.1 Key Personnel

The Project Company shall retain, employ and utilize the individuals fulfilling the license and certification requirements in the Contract Documents. The Project Company shall not, prior to the achievement of Contract Expiry, change or substitute any such individuals, except due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment or with the prior consent of MDOT (such consent not to be unreasonably withheld, delayed or conditioned if the proposed substitute individual possesses equal or greater experience, skill, knowledge and professional expertise in the relevant fields than the individual being replaced).

The Project Company shall ensure each individual filling a Key Personnel position dedicates the full amount of time necessary for the proper prosecution and performance of the Work.

The Project Company shall notify MDOT in writing of any proposed change to or proposed replacement of any Key Personnel position. MDOT shall have the right to review the qualifications and experience of each individual to be appointed to a Key Personnel position and to approve or disapprove use of such individual in such position prior to the commencement of any Work by such individual.

### 2.5.2 Not Used

# 3 Public Information

Conduct all Work necessary to meet the requirements of public information, per the Contract Documents and for any Governmental and/or Local Agency processes and/or approvals.

MDOT will be responsible for all media relations and correspondence with the public, except as required by other Governmental Agencies for Project Company to obtain permits and local site plan approvals. Any news releases (including promotional literature and commercial advertisements) pertaining to the Project must not be made without prior written approval from the MDOT PM, and then only in accordance with the explicit written instructions of MDOT. Use of the Project as references in statements of qualifications or responses to requests for proposals are allowable.

Notice shall be provided a minimum of 10 Working Days to MDOT Project staff prior to any action that requires advanced communications for notifying the motoring public, Project stakeholders, area residents and businesses directly impacted by the Project.

## 3.1 NOT USED

## 3.2 NOT USED

## 3.3 NOT USED

## 3.4 Media Relations

In the event of a news organization appearing on the Project Site, do not provide any opportunities for interviews, unless otherwise directed and with prior Approval of MDOT Project Staff. Ensure all employees and Subcontractors are in approved safety apparel at all times on the Project Site. If a media outlet were to arrive on-site without prior knowledge of the MDOT Project staff, Region staff or Office of Communications staff, do not discuss the Project with any media outlet, and immediately notify the MDOT Project Manager.

## 3.5 Deliverables

Submit documents and/or data for specific public information dissemination pieces and required meetings (i.e., brochures, faxes, e-mails, collateral materials, schedule graphics, staging graphics, and access maps) to MDOT Project Staff for Approval on a schedule agreed to by the Project Company and MDOT Project Staff. In general, these pieces shall be submitted at least 5 Working Days prior to being required for public dissemination.

# 4 Environmental Compliance

The Project Company shall conduct all work necessary to meet the requirements for environmental compliance and in order to maintain National Environmental Policy Act (NEPA) Environmental Classification as required by the RFP, Contract Documents, Environmental Laws, Governmental Approvals, and all applicable federal, state, and local laws and regulations. To that end, the Project Company shall develop and maintain an EMP for the Work to ensure environmental compliance. The EMP shall obligate the Project Company to comply with all commitments and obligations identified during the NEPA process and protect the environment and document the measures taken during the performance of the Work to avoid and minimize impacts on the environment from the design, construction, operations, and maintenance activities of the Project.

The general scope of work is defined in Book 2, Section 1.2. The environmental study area will be determined based on the site identified by the Project Company.

## 4.1 Administrative Requirements

### 4.1.1 Standards

In the event of a conflict among the standards set forth in Book 3 and the Project-specific requirements set forth in the exhibits relating to environmental compliance, the order of precedence shall be as set forth below.

- MDOT Unique Special Provisions (Book 3, Exhibit 3-2-A)
- MDOT Frequently Used Special Provisions
- MDOT Supplemental Specifications
- MDOT Drainage Manual
- MDOT Phase II Stormwater Management Plan in compliance with Michigan Department of Environment, Great Lakes, and Energy (EGLE)
- EGLE Statewide General Permit MI0057364 for MDOT (MDOT-Statewide MS4)
- MDOT Road Design Manual
- MDOT Standard Specifications for Construction
- MDOT Uniform Field Classification System (Modified Unified Description)
- MDOT Geotechnical Investigation and Analysis Requirements for Structures
- MDOT Materials Source Guide
- MDOT Special Details
- MDOT Standard Plans
- MDOT Soil Erosion and Sedimentation Control (SESC) Manual
- Remaining standards set forth in Book 3

### 4.1.2 Personnel Requirements

The Project Company shall designate an Environmental Compliance Manager (ECM) for the Work. The ECM must be available to enforce the RFP requirements and ensure environmental compliance as often as necessary. In the EMP, Project Company shall establish methods for staffing and availability of ECM and all environmental compliance personnel to ensure compliance. The ECM shall report directly to MDOT and coordinate as needed with the Project Company's Project Manager.

The Project Company shall designate a Certified Stormwater Operator/Soil Erosion and Sediment Control (SWMCS/SESC) Individual, and others as identified by MDOT and the Project Company. If this person is different than the ECM, they shall work under the supervision and report directly to the ECM.

The ECM shall monitor, document, and report the current status of environmental compliance for the Work. The ECM shall be responsible for meeting all environmental requirements within the RFP. The ECM shall report immediately to MDOT and the Project Company any violation or non-compliance and shall include with any such report, the appropriate recommendations for corrective action including stoppage of Work.

The ECM shall submit all necessary environmental documentation and monitoring reports to MDOT to the extent necessary to maintain compliance with applicable Environmental Approvals and Environmental Management Plan (EMP).

The Project Company shall not have the ability to relieve the ECM of his or her duty without the written consent of MDOT. Should the Project Company desire to replace ECM, the Project Company shall submit to MDOT the resume of a replacement candidate that has equal or better qualifications. The replacement candidate shall be available fulltime within 30 days after delivery of MDOT's written acceptance.

### 4.1.3 Amended or New Environmental Approvals

MDOT-provided approvals and permits are based on the Project scope contained in the Contract Documents. Such approvals may require re-evaluation or amendment, or may be supplemented as the Work progresses to accommodate Project Company's design, or to accommodate actions not identified in MDOT-provided approvals.

The Project Company shall coordinate with MDOT as necessary and prepare all required analyses, information and documentation including undertaking all inspections, surveys, analyses and studies necessary or required to obtain all Environmental Approvals or amendments to MDOT-provided approvals.

If requirements for environmental compliance, the scope of work, and limits identified herein cannot be met at any point, the Project Company shall contact MDOT for additional environmental review and approval. If this occurs, a second study for NEPA clearance may be necessary. MDOT environmental re-evaluation and approval can take up to 90 days per site and must be completed prior to final design activities and construction. However, if additional coordination, surveys, and/or

approvals are required, the timeline will be extended according to agency requirements and seasonal survey requirements and limitations. Additional mitigation may be required.

If work is proposed outside the limits of the site identified in the Project Company's application to the RFP, the Project Company shall be fully responsible for cost and schedule impacts of obtaining the new Environmental Approval in accordance with Book 1, Section 6.2.2.2.

Changes that require re-evaluations, etc. to the NEPA document or additional environment documentation and that are a result of the Project Company's design will be at the Project Company's sole expense with no consideration for the additional time that may be required for its approval in the Schedule. If the Project Company's design impacts areas beyond the MDOT cleared area, or varies from the requirements herein, additional environmental action will be required. Depending upon the environmental impact, this may include, but is not limited to, notes to file, and further re-evaluations. The Project Company will be responsible for providing the necessary information needed for MDOT to re-examine the environmental clearance. This information could include additional environmental surveys, exhibits, revised permits, etc. that are due. MDOT will provide the Project Company with a list of required information necessary to complete any further NEPA requirements. The Project Company must provide the information requested by MDOT. MDOT will review the provided information and will be responsible for completing any further action needed to comply with NEPA. Changes to NEPA may also require additional public meetings.

### 4.1.4 Environmental Management Plan

Develop and maintain an EMP for the Work to ensure environmental compliance. The EMP shall obligate the Project Company to protect the environment, adhere to all commitments made through the NEPA process, and document the measures taken during the performance of the Work to avoid and minimize impacts on the environment through design efforts and during construction activities of the Project.

The EMP shall effectively demonstrate in detail Project Company's knowledge of all applicable Project Environmental Approvals, permits, and applicable Environmental Laws as set forth in the Contract Documents, and shall describe the processes that will be followed during the course of the Work to comply with those Environmental Approvals, permits, Environmental Laws, as well as the documentation required to validate compliance. All monitoring and reporting activities shall be concise and in accordance with the requirements set forth in the Environmental Laws and MDOT policies. The EMP shall also effectively describe the Quality Control (QC) and Quality Assurance (QA) measures that Project Company will implement to verify the compliance of the EMP with all applicable Environmental Laws.

The EMP shall establish a goal of zero environmental violations during the performance of all Work activities. However, should violations occur, the EMP shall set forth detailed processes for rectifying such violations in an appropriate and timely manner.

The Project Company shall monitor and document Work activities and develop a report that provides evidence of compliance. The report must document site visits. Provide photos for any non-conformance events and areas where best management practices are being implemented effectively. Document any noted non-compliances, dates when the non-compliance event occurred and when it was resolved, and measures taken to rectify and resolve the non-compliance.

## 4.2 Design and Construction Requirements

### 4.2.1 Mitigation Measures

The Project Company shall comply with all environmental avoidance, minimization, and mitigation measures, additional MDOT review requirements, and all modification follow-up as indicated in the following sections.

### 4.2.2 Permits

#### 4.2.2.1 Not Used

#### 4.2.2.2 Project Company Request for Permits Applications/Revisions

Provide all permit application information, alternatives analyses, drawings, etc. as required by each permitting agency. MDOT will need up to 21 days to assemble a permit application. Once the application is considered administratively complete and submitted, the regulatory agencies will have 90 days to review the new permit application and/or request for revision, before rendering a decision. Any coordination due to additional impacts that require United States Fish and Wildlife Service (USFWS) approval will require 180 days for review.

The information associated with any revisions for all State permits shall be provided to MDOT's Project Manager. MDOT will review the information, complete the application(s) and/or revision request(s), and submit to the regulatory agencies. If it is determined that the requested change is detrimental to the environment, MDOT will not submit a permit revision request. Changes and modifications to the packages requested by MDOT or the regulating agencies will be the responsibility of the Project Company. All modifications shall be provided to MDOT's Project Manager to be submitted to the regulatory agency.

See Book 2, Section 4.2.17.1 (Public Act 451, Parts 91 and 31, and Notice of Coverage) for environmental requirements regarding construction activities that result in earth disturbances greater than one acre.

The Table 4-1 identifies known environmental and water resource permits and agreements that may be required for the Project, are already acquired by MDOT or are in the process of being acquired by MDOT, or may require revision by the Project Company. Extensions of time will not be considered for permits or permit revisions required due to Project Company's design.

**Table 4-1: Summary of Environmental and Water Resource Permits**

| Government agency | Regulation/Permit | Fees Paid By | Responsible Party |
|---|---|---|---|
| **STATE**<br>**MDOT** | Categorical Exclusion (CE) | NA | Original Preparation & Submission:<br>• by MDOT<br>Provide Necessary Information for Revision:<br>• by Project Company<br>Preparation & Submission:<br>• by MDOT |
| **LOCAL (COUNTY/TOWNSHIP)** | Right-of-Way (ROW) access, noise, and/or other permits required for proposed activity | Project Company | Preparation:<br>• by Project Company<br>Submission:<br>• by Project Company |

### 4.2.3 Waters and Wetlands

No waterways or wetlands were identified within the environmental study limits. If study limits change, the project will be required to be re-evaluated by MDOT.

### 4.2.4 Water Quality

No impacts to water quality were identified within the environmental study limits. If study limits change, the project will be required to be re-evaluated by MDOT.

### 4.2.5 Agricultural

No Agriculture properties were noted within the environmental study limits. If study limits change, the project will be required to be re-evaluated by MDOT.

### 4.2.6 Coastal Zone

No Coastal Zone properties were noted within the environmental study limits. If study limits change, the project will be required to be re-evaluated by MDOT.

### 4.2.7 Migratory Birds

No Migratory Birds were identified within the environmental study limits. If swallows or other migratory birds are present, the provisions of the Migratory Bird Treaty Act regarding nest removal shall be followed. Comply with the MDOT Special Provision for *Migratory Bird Protection* (20SP-107B).

### 4.2.8 Threatened and Endangered Species

- No tree removals or potential habitats were identified within the environmental study limits. No other threatened and endangered species were identified within the environmental study limits. If study limits change or tree removals are needed, the project will be required to be re-evaluated by MDOT.

### 4.2.9 Contaminated Properties

All Work relating to the handling and disposal of Non-Hazardous Contaminated Materials off the Project site shall be included in the Project Company's Contract Price for the Project.

All other Work in the Section, unless noted otherwise, shall be included in the Project Company's Contract Price for the Project.

The Project Company is responsible for all contamination determination, handling, and disposal.

All contaminated media, including soil and groundwater, must be handled and disposed of in accordance with federal and state regulations; in accordance with the MDOT Special Provision for *Non-Hazardous Contaminated Material Handling and Disposal* (20SP-205A); and in accordance with the MDOT Special Provision for *Dewatering System for Contaminated Groundwater*. All costs associated with this Work are the responsibility of the Project Company.

#### 4.2.9.1 Contaminated Soil Contingency Plan

In the event on-site observations indicate previously unidentified/permitted Contaminated Materials (such as solid waste, including demolition debris, containers or free product) or contaminated soil (based on organic vapor detector readings above background, visual staining or olfactory evidence) have been encountered in the Project area, immediately notify MDOT and the ECM. MDOT will be responsible for notifying the necessary regulatory agencies and other necessary parties. The Project Company shall be prepared to stop work at the contaminated area after discovering the Contaminated Materials or contaminated soil. The Project Company is responsible for screening excavated soil for contamination and collecting and analyzing the soil or waste samples for contaminant levels, if necessary.

No excavation of Contaminated Materials shall take place without the Approval of MDOT, nor shall any Contaminated Materials be excavated unless MDOT is present. Minimize the excavation of Contaminated Materials to the greatest extent possible and shall take measures to ensure Contaminated Materials are not mixed with non-contaminated materials.

#### 4.2.9.2 Temporary Stockpile of Contaminated Soil

All temporary stockpiling of contaminated soils shall be done in accordance with the MDOT Special Provision for *Non-Hazardous Contaminated Material Handling and Disposal* (20SP-205A).

### 4.2.10 Historic Properties

No historic properties were noted within the environmental study limits. If study limits change, the project will be required to be re-evaluated by MDOT.

### 4.2.11 Archeological Properties

No archeological properties were identified within the environmental study limits. If study limits change, the project will be required to be re-evaluated by MDOT.

### 4.2.12 Recreational Properties

No recreational properties were identified within the environmental study limits. If study limits change, the project will be required to be re-evaluated by MDOT.

### 4.2.13 Social Impacts

All State and Federal guidelines and regulations pertaining to real estate will be followed. If the Project Company acquires property for the Project, additional environmental review is required and the property right acquired must give the Project Company sufficient rights for the term of the agreement to construct, operate and maintain the site. Acquiring an entire property (total take) is not permitted for the Project. Any property acquisition must be in accordance and compliance with Act 87, Michigan Public Act 1980, as amended (The Uniform Condemnation Procedure Act), if the Project Company is a condemning agency, Acts 367 and 439 of Michigan Public Act 2006, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act). If the Project Company doesn't have the power of eminent domain, voluntary acquisition principles will be followed under the Uniform Act (49 CFR 24.101(b)(2). Access to businesses/properties must be maintained throughout the Project.

Any Consultant performing right of way valuation activities must be listed on MDOT's Appraisal Prequalified List.

MDOT Real Estate Contact
Teresa Vanis
P.O. Box 30050
Lansing, MI 48909
vanist@michigan.gov
517-819-2745

### 4.2.14 Not Used

### 4.2.15 Noise

No noise impacts were identified within the environmental study limits. If study limits change, the project will be required to be re-evaluated by MDOT.

### 4.2.16 Air Quality

No impacts to air quality were identified within the environmental study limits. If study limits change, the project will be required to be re-evaluated by MDOT.

#### 4.2.16.1 Construction

Mitigate construction/grading activities that disrupt ground cover by controlling fugitive dust emissions and other airborne particulates in accordance with subsections 107.15A and 107.19 of the Standard Specifications including measures such as applying water to exposed soils and limiting the extent and duration of exposed soil conditions. US Environmental Protection Agency (EPA) recommends the best available diesel retrofit control technology to mitigate particulate matter such as

diesel oxidation catalysis or diesel particulate filters. The use of ultra-low sulfur diesel should be considered to reduce the effect of diesel emissions.

#### 4.2.16.2 Additional Air Quality Analysis

The Project Company shall, at all times, be responsible for responding to the concerns of MDOT (in accordance with the Highway Project Development Process, Part II, Air Quality section), EGLE, EPA, FHWA, local governments, and roadside neighbors throughout the design and construction of the Project as they relate to air quality impacts.

### 4.2.17 Erosion and Sedimentation Control (Water Quality)

#### 4.2.17.1 Public Act 451, Parts 91 and 31, and Notice of Coverage

The Michigan Department of Environment, Great Lakes, and Energy has designated the Michigan Department of Transportation as an Authorized Public Agency (APA) under Part 91, Soil Erosion and Sedimentation Control, of Public Act 451 of 1994, Natural Resources and Environmental Protection Act. The Project Company is required to comply with MDOT's soil erosion and sedimentation control program and procedures. The Project Company shall have a documented program and adequate procedures to comply with applicable soil erosion and sedimentation control regulations.

#### 4.2.17.2 Project Company Responsibilities

The Project Company is responsible to maintain all permanent and temporary soil erosion and sedimentation controls as indicated in the Notice of Coverage (NOC).

The Project Company is responsible for the design, installation, and maintenance of all soil erosion and sedimentation control measures. Erosion and sedimentation control measures not maintained by the Project Company shall be subject to negative monetary adjustments in accordance with the MDOT Special Provision for *Non-Compliance with Soil Erosion and Sedimentation Control Requirements* (20SP-208A).

## 4.3 Required Meetings

### 4.3.1 Environmental Protection Pre-construction Meeting

MDOT will conduct an environmental protection pre-construction meeting to be held prior to construction. The following individuals must be in attendance: MDOT's Project Manager or their designee, MDOT Construction Engineer, Project Company's Environmental Compliance Manager, Project Company's Project Manager, Project Company's Construction Manager, and others as identified by MDOT and the Project Company.

The purpose of the meeting is to educate and "train the trainer" Contractor's non-administrative staff 1) on the environmental commitments made by MDOT; 2) to recognize environmentally sensitive features in the Project area; 3) recognize the importance of environmental issues to the construction, operation and maintenance of the Project; and 4) know the required actions, practices, and procedures regarding regulated resources.

Project Company's Environmental Compliance Manager shall develop content for MDOT review, and with acceptance, conduct an environmental protection pre-construction meeting for their staff. The meeting shall be for supervisory personnel that will perform Construction Work to provide them with an understanding of the environmental compliance requirements and any environmentally sensitive areas for the Project.

The training shall cover the following elements:

- sequencing, implementation and maintenance of erosion control measures;
- maintaining approved limits of disturbance;
- tree and shrub protection;
- avoidance and minimization of impact or intrusion to wetland areas, streams, or other water bodies;
- pumping and dewatering operations; and
- impacts and consequences for departure from approved operating procedures.

## 4.4 MDOT Environmental Notification and Contact List

Immediately contact MDOT's Project Manager if any of the following unforeseen potential environmental impacts are encountered during the Project. MDOT's Project Manager will notify the appropriate MDOT environmental staff based on the type of potential impact.

- Project Company-caused hazardous material spill
- Discharge to groundwater
- Discovery of:
  - Prehistoric or historic artifacts and human bones or remains
  - Hazardous materials such as petroleum-contaminated soils, asbestos-containing materials, solid wastes, and other regulated materials
  - National Pollutant Discharge Elimination System (NPDES) Inspections by EGLE
  - Illicit discharges of water and/or sediment leaving Site
- Proposed or the Occurrence of Project activities:
  - In streams or wetlands not covered under an issued permit
  - Impacts resulting in additional tree clearing not previously identified
  - Violation of permits and regulations such as:
    - Clean Water Act Section 401—Water Quality Certification
    - Clean Water Act Section 402—National Pollutant Discharge Elimination System
    - Clean Water Act Section 404—Permits for Dredged or Fill Material
    - State of Michigan Public Act 451, Parts 31, 91, 111, 301, 303, 365
    - Michigan Rules and Statutes

- Changes in stormwater pond locations or sizes
- Violation of the MDOT Special Provision for *Migratory Bird Protection* (20SP-107B)

## 4.5 Deliverables

The Project Company must have issued permits or regulatory agency Approval prior to construction involving any regulated activity. MDOT will submit permit applications to the regulatory agencies. The Project Company shall submit the following documents to MDOT. MDOT Approval must be obtained if additional permits or revisions to permits are needed.

At a minimum, submit the following for MDOT Approval or Acceptance.

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| Environmental Management Plan | Acceptance | Within 30 days of Award | 4.5.1 |
| Regulated Area Permit Documentation | Acceptance | According to current Progress Schedule | 4.5.2 |
| Erosion and Sedimentation Control Plans | Acceptance | Prior to start of construction | 4.5.3 |
| Local Permit Documentation | Acceptance | Prior to or with corresponding submittals | 4.5.4 |
| Contaminated Groundwater Dewatering Plan (if required) | Acceptance | Prior to commencement of dewatering efforts | 4.5.5 |

### 4.5.1 Environmental Management Plan

Project Environmental Approvals, permits and applicable Environmental Laws, the processes that will be followed during design and construction to maintain compliance, and all monitoring and reporting activities as described in this Section 4 and other areas of the Contract Documents.

The Project Company shall submit the EMP within 30 days after Award of the Project and MDOT acceptance of the EMP shall be a condition to the commencement of Construction Work including clearing and removals.

### 4.5.2 Regulated Area Permit Documentation

Submit all information, including alternatives analyses, drawings, and quantities for all required permits and permit revisions for work in regulated areas.

Submit all information for all other environmental review and coordination, such as with USFWS, NEPA process, etc.

### 4.5.3 Erosion and Sedimentation Control Plans

Submit all information necessary for Local Agency and Governmental Agency approval and permitting, both state and local, including a set of plans showing all temporary and permanent soil erosion and sedimentation control measures.

### 4.5.4 Local Permit Documentation

Submit a copy of all local permit application(s), application drawings and technical data for work in regulated areas. The Project Company shall also submit a copy of all local permits obtained by the Project Company.

### 4.5.5 Contaminated Groundwater Dewatering Plan

Submit a Contaminated Groundwater Dewatering Plan, if required, to MDOT for review and Acceptance. The plan shall detail how the Project Company will proceed with contaminated groundwater dewatering efforts, including but not limited to, construction methodology, safety requirements, and testing procedures. Submit a Contaminated Groundwater Documentation Report, if required, to MDOT for review and Acceptance no later than 60 Working Days after all contaminated groundwater dewatering actions are complete.

# Sections 5 – 21 NOT USED

# 22 Design and Construction (D&C)

Conduct all Work necessary to meet the requirements for the D&C of the Project.

## 22.1 Administrative Requirements

### 22.1.1 Standards

In the event of a conflict among the standards set forth in Book 3 relating to D&C, the order of precedence shall be as set forth below, unless otherwise specified:

- MDOT Unique Special Provisions (Book 3, Exhibit 3-2-A)
- MDOT Frequently Used Special Provisions
- MDOT Supplemental Specifications
- MDOT Geometric Design Guides
- MDOT Administrative Rules Regulating Driveways, Banners and Parades
- MDOT Special Details
- MDOT Standard Plans
- NEVI Standards and Requirements (23 CFR Part 680), published on 2/28/2023
- MDOT Road Design Manual
- MDOT Standard Specifications for Construction
- MDOT Drainage Manual
- American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets
- AASHTO A Policy on Design Standards Interstate System
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals
- AASHTO Roadside Design Guide
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities
- Michigan Manual on Uniform Traffic Control Devices (MMUTCD)
- MDOT Traffic and Safety Special Provisions
- FHWA Manual on Uniform Traffic Control Devices (MUTCD)
- Special Report: Accessible Public Rights-of-Way Planning and Designing for Alterations
- US Access Board Public Rights of Way Access Guidelines (PROWAG)
- US Access Board Design Recommendations for Accessible Electric Vehicle Charging Stations
- MDOT Soil Erosion and Sedimentation Control Manual
- MDOT Guidelines for Plan Preparation, Road Sample Plans
- National Fire Protection Agency (NFPA) 70, National Electric Code (NEC) Article 625
- National Electrical Manufacturers Association (NEMA) Standards
- Electronics Industries Alliance (EIA) Standards

- Telecommunications Industries Association (TIA) Standards
- Illuminating Engineering Society (IES) American National Standard Practice for Design and Maintenance of Roadway and Parking Facility Lighting
- Institute of Electrical and Electronic Engineers (IEEE) National Electrical Safety Code (NESC)
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals
- NFPA 780 - Lightning Protection Code
- Underwriters Laboratories (UL) 2251 or equivalent
- National Institute of Standards and Technology (NIST) Handbook 44
- Remaining standards set forth in Book 3

The standards listed above will be used to evaluate quality of plans and submittals.

Submittals described herein serve as a guide to the Project Company. Additional submittals may be required elsewhere in the Contract Documents or by Local Agency and/or Governmental Agencies. The Project Company's design and/or schedule may dictate submittals in addition to those listed in this Book 2, Section 22.

### 22.1.2 Coordination with Other Agencies

Comply with requirements for the D&C of the Project with other agencies having jurisdiction over such facilities, as discussed in the Contract Documents. Standards from the Local Agency and other Governmental Agencies with jurisdiction over the site must be followed. In the event of conflicting requirements involving any requirement established by reference contained in the Contract Documents, MDOT shall have the right to determine, in its sole discretion, which requirement applies. Project Company shall request MDOT's determination respecting the order of precedence among conflicting provisions promptly upon becoming aware of any such conflict.

### 22.1.3 Meetings

Conduct a design kickoff meeting in accordance with Book 2, Section 2. MDOT shall be allowed input to the final location of the Charging Station within the property to support environmental compliance and public safety.

Meet with MDOT, to resolve issues during the D&C stages for design-related elements such as EVSE design/construction. Meetings may be requested by the Project Company or MDOT and MDOT may also invite Local Agency and Governmental Agencies, as deemed appropriate, to attend these meetings.

### 22.1.4 Third-Party Agreements

Perform all Work necessary to satisfy the requirements and commitments of all relevant federal, State and local permits and agreements, including those that have been obtained by MDOT and/or the Project Company. In the event that the Project Company's Work necessitates a change to a permit or

agreement, the Project Company shall be responsible for all Work necessary to obtain the new permit or agreement. Note that additional permits and agreements exist in other sections of this RFP.

### 22.1.5 Project Company's Responsibilities

i. D&C a minimum of four network-connected DC 150 kW charging ports capable of simultaneously and continuously charging four EVs, located within one mile driving distance of a Michigan AFC (see the Michigan NEVI Planning Map for definition of one mile driving distance) and available for use by the public 24 hours a day, seven days a week, and on a year-round basis, with minor exceptions as defined in Book 2, Section 23.

ii. Comply with the NEVI Standards and Requirements (23 CFR Part 680), published on 2/28/2023.

iii. Obtain all relevant inspections, permits, and approvals from any and all authorities having jurisdiction regarding the site.

iv. Project Company must make the site available and obtain all relevant inspections, permits, and approvals from MDOT, MDOT Contractor(s), and all authorities having jurisdiction regarding the site.

v. The Project Company is responsible for providing all administration, design, and construction Work in accordance with the Contract Documents. The Project Company shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents, or any of its other obligations under the Contract Documents, by oversight, spot checks, audits, reviews, tests, Inspections, acceptances, or approvals by any Persons, or by any failure of any Person to take such action.

### 22.1.6 MDOT's Responsibilities

i. MDOT will review design submittals as generally described within this section and other areas of the Contract Documents. MDOT will provide construction engineering, testing, and Inspection as deemed appropriate.

## 22.2 Design Requirements

### 22.2.1 Charging Station

#### 22.2.1.1 Power

1.) Install a minimum of four network-connected DC 150-kW charging ports capable of simultaneously and continuously charging four EVs.

2.) Charging Station power capability must be no less than 600 kW.

3.) A charging port must have a continuous power delivery rating of at least 150 kW and supply power according to an EV's power delivery request up to 150 kW, simultaneously from each

charging port at a Charging Station. Charging ports must support output voltages between 250 volts DC and 920 volts DC.

4.) Charging Stations may conduct power sharing so long as each charging port continues to meet an EV's request for 150 kW. Throttling the charging speed below 150 kW per port is prohibited. The provision of charging speeds below 150 kW per port is not allowed under any circumstance.

#### 22.2.1.2 Charging Port

1.) Each charging port must be capable of charging any Combined Charging System (CCS)-compliant vehicle and each charging port must have at least one permanently attached CCS Type 1 connector.

2.) Adding permanently attached proprietary connectors, such as North American Charging Standard (NACS), is allowed after aforementioned CCS requirement has been met.

#### 22.2.1.3 Certifications

1.) Chargers must obtain certification from an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory.

2.) Chargers must be placed into service by a Michigan Registered Service Agency in accordance with the Michigan Department of Agriculture and Rural Development (MDARD).

3.) Chargers must comply with the Weights and Measures Act and the referenced NIST Handbook 44, 2023 edition requirements.

#### 22.2.1.4 Payment Requirements

1.) Provide secure payment methods, accessible to persons with disabilities, which at a minimum shall include the following:

   a. Contactless payment method that accepts major debit and credit cards, and either an automated toll-free phone number or a short message/messaging system (SMS) that provides the charging customer with the option to initiate a charging session and submit payment; and access and service must not be restricted by membership or payment method type.

   b. Do not require membership for use.

   c. Do not delay, limit, or curtail power flow to vehicles on the basis of payment method or membership.

2.) Provide access for users that are limited English proficient and accessibility for people with disabilities; automated toll-free phone numbers and SMS payment options must clearly identify payment access for these populations.

#### 22.2.1.5 Hours of Operation

1.) Charging Stations must be designed and constructed to be available for use by the public 24 hours a day, seven days a week, and on a year-round basis, with minor exceptions (e.g., isolated or temporary interruption to service or access for maintenance and repairs would not constitute a violation of this proposed requirement).

#### 22.2.1.6 Interoperability of Electric Vehicle Charging Infrastructure

1.) Chargers must conform to ISO 15118-3 and must have hardware capable of implementing both ISO 15118-2 and ISO 15118-20.

2.) By February 28, 2024, charger software must conform to ISO 15118-2 and be capable of Plug and Charge. Conformance testing for charger software and hardware should follow ISO 15118-4 and ISO 15118-5, respectively.

3.) Chargers must conform to Open Charge Point Protocol (OCPP) 1.6J or higher. By February 28, 2024, chargers must conform to OCPP 2.0.1.

4.) By February 28, 2024, charging networks must be capable of communicating with other charging networks in accordance with Open Charge Point Interface (OCPI) 2.2.1.

5.) Chargers must be designed to securely switch charging network providers without any changes to hardware.

#### 22.2.1.7 Reporting Mechanisms

1.) Chargers must be designed and constructed to allow for customers to report outages, malfunctions, and other issues with charging infrastructure. Reporting mechanisms must be accessible and equitable by complying with ADA requirements and multilingual access.

#### 22.2.1.8 Other

1.) Displays shall be Liquid Crystal Display (LCD), Light Emitting Diode (LED) or equivalent or better, user friendly, easy to operate, daylight and night viewable, and Ultraviolet (UV)-protected with human-machine interface capability.

2.) Display must show cost ($), time limitations, power, charging, charging complete, remote control, system status, faults, and service.

3.) Displays shall be ADA compliant.

4.) EVSE shall be capable of operating in an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to 90 percent.

5.) EVSE shall be able to withstand extreme weather conditions including minor flooding, heavy rains, high winds, snow and ice, and is protected from malfunctions due to condensation.

6.) Cabinets and above ground structures shall be designed to a 90 Miles per Hour (MPH) wind load.

7.) EVSE and any external accessories (if applicable) shall have outdoor-rated enclosure NEMA 3R or greater.

8.) Design in accordance with the Michigan Weights and Measures Act, Public Act 283 of 1964, as amended.

### 22.2.2 Charging Network Connectivity of Electric Vehicle Charging Infrastructure

#### 22.2.2.1 Charger to charger network communication:

1.) Chargers must communicate with a charging network via a secure communication method using standards listed in Section 22.2.1.6.

2.) Chargers must have the ability to receive and implement secure, remote software updates and conduct real-time protocol translation, encryption and decryption, authentication, and authorization in their communication with charging networks.

3.) Charging networks must perform and chargers must support remote charger monitoring, diagnostics, control, and smart charge management.

4.) Chargers and charging networks must securely measure, communicate, store, and report energy and power dispensed, real-time charging-port status, real-time price to the customer, and historical charging-port uptime.

#### 22.2.2.2 Charging network to charging network communication:

1.) A charging network must be capable of communicating with other charging networks to enable an EV driver to use a single method of identification to charge at Charging Stations that are a part of multiple charging networks.

#### 22.2.2.3 Charging network to grid communication:

1.) Charging networks must be capable of secure communication per the standards discussed in Section 22.2.1.6 with electric utilities, other energy providers, or local energy management systems.

#### 22.2.2.4 Disrupted network connectivity:

1.) Chargers must be designed and constructed to remain functional if communication with the charging network is temporarily disrupted, such that they initiate and complete charging sessions, providing the minimum required power level.

### 22.2.3 Site Requirements

#### 22.2.3.1 Charging Spaces

1.) Charging Station must have at least one of the four charging spaces be ADA compliant.

#### 22.2.3.2 Landscape

1.) Avoid all unnecessary tree removals.

2.) Removal of trees that are 3 inches in diameter at breast height (dbh) or greater must occur between October 1st and March 31st to reduce potential impacts to protected bat species. If tree removals are needed, approval from MDOT must be obtained prior to tree removal, in accordance with Book 2, Section 4.

3.) No machinery, material stockpile of any kind (e.g., aggregate, dirt, spoils), vehicles, and/or equipment is to be stored or staged within the drip line of any tree to remain. All remaining trees are to be protected.

#### 22.2.3.3 Erosion Control

1.) Design temporary and permanent erosion and sediment control methods complying with the requirements of Book 2, Section 4 in a manner that will not prohibit or compromise the installation, effectiveness, health, or design intent of permanent turf or other vegetation.

#### 22.2.3.4 Adverse Weather and Climate Considerations

1.) Charging Stations must be located with consideration given to flood and other weather-related risks, as required by 23 CFR Part 650 Subpart A, as well as drainage and the ability for prompt snow removal and shall not interfere with emergency services.

#### 22.2.3.5 Minimum Amenities

1.) All facilities must be connected to an ADA compliant charging space via an accessible route.

#### 22.2.3.6 Traffic Control Devices or On-Premises Signs Acquired, Installed or Operated

1.) If installed or used as part of applicant's project, all traffic control devices must comply with Part 655 of the Manual on Uniform Traffic Control Devices for Streets and Highways.

2.) If installed or used as part of applicant's project, on-property or on-premise advertising signs must comply with Part 750 of the Manual on Uniform Traffic Control Devices for Streets and Highways.

3.) Install all necessary signage and parking lot striping for designated EV charging spaces and other features in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

4.) Install one ground-mounted sign as specified in Exhibit 2-1-A "Bipartisan Infrastructure Law Sign" in a prominent location within the vicinity of the Charging Station. The sign panel, post, foundation, and mounting equipment shall be furnished and installed by the Project Company in accordance with the Michigan Manual on Uniform Traffic Control Devices (MMUTCD). The Project Company is responsible for maintaining and/or replacing the sign if damaged. The sign shall be removed at Contract Expiry.

### 22.2.4 Safety and Security

The Project Company shall implement physical and cybersecurity strategies to ensure Charging Station operations to protect consumer data and protect against the risk of harm to, or disruption of, charging infrastructure and the grid.

#### 22.2.4.1 Physical Safety and Security Strategies

1.) Provide the necessary physical security for a public Charging Station which may include, but not be limited to, siting and station design to ensure visibility from onlookers; canopy, driver and vehicle safety; video surveillance; emergency call boxes; fire prevention; charger locks; and strategies to prevent tampering and illegal surveillance of payment devices.

2.) Site lighting must be provided in accordance with the local building code. If a local building code does not apply, lighting must be provided in accordance with American National Standards Institute (ANSI)/IES RP-8-22 or as approved by MDOT.

#### 22.2.4.2 Cybersecurity Safety and Security Strategies

1.) Provide the necessary cybersecurity for a public Charging Station which may include, but not be limited to, the following items: user identity and access management; cryptographic agility and support of multiple PKIs; monitoring and detection; incident prevention and handling; configuration, vulnerability, and software update management; third-party cybersecurity testing and certification; and continuity of operation when communication between the charger and charging network is disrupted.

2.) The Project company must collect, process, and retain only that personal information strictly necessary to provide the charging service to a consumer, including information to complete the charging transaction and to provide the location of Charging Stations to the consumer. Chargers and Charging Networks should be compliant with appropriate Payment Card Industry Data Security Standards (PCIDSS) for the processing, transmission, and storage of cardholder data. The Project Company must take reasonable measures to safeguard consumer data.

#### 22.2.4.3 Other

1.) EVSE shall have the ability to remotely stop the flow of power through the unit for emergency situations. Reference Society of Automotive Engineers (SAE) J2990, local code requirements and fire department personnel.

2.) EVSE shall have over-current protection.

3.) EVSE shall have a Charge Circuit Interrupting Device (CCID) or Ground Fault Circuit Interrupter (GFCI) designed to shut off the flow of electric power to reduce the risk of electric shock.

#### 22.2.4.4 Other

The U.S. Cybersecurity and Infrastructure Security Agency (CISA) provides guidelines for securing Electric Vehicle (EV) charging stations and related infrastructure. The below guidance is provided to enhance the security of EV charging stations based on CISA's guidance:

1. ***Risk Assessment and Management:***
    - *Conduct a thorough risk assessment to identify potential vulnerabilities and threats to EV charging station infrastructure.*
    - *Prioritize risks based on potential impact and likelihood, and develop a risk management plan to address them.*
2. ***Access Control:***
    - *Implement strong access controls to restrict physical and remote access to EV charging stations and associated equipment.*
    - *Use multi-factor authentication for remote access and administrative functions.*
3. ***Network Security:***
    - *Isolate EV charging station networks from other critical infrastructure networks to prevent unauthorized access.*
    - *Apply firewalls, intrusion detection systems, and intrusion prevention systems to monitor and safeguard network traffic.*
4. ***Software and Firmware Updates:***
    - *Regularly update and patch charging station software, firmware, and other components to address known vulnerabilities.*
    - *Establish a process for promptly applying security updates.*
5. ***Secure Communication:***
    - *Use encrypted communication protocols (e.g., SSL/TLS) to protect data exchanged between EV charging stations and central systems.*
    - *Employ secure channels for remote management and monitoring.*
6. ***Physical Security:***
    - *Secure charging stations in well-lit and monitored areas to deter theft and vandalism.*
    - *Use physical locks and tamper-evident seals to protect access points.*
7. ***User Authentication and Authorization:***
    - *Implement strong user authentication mechanisms for users and administrators accessing charging stations or management systems.*
    - *Assign appropriate access levels based on roles and responsibilities.*
8. ***Monitoring and Incident Response:***
    - *Deploy monitoring tools to detect suspicious activities and anomalies within the EV charging station network.*
    - *Develop an incident response plan outlining steps to take in the event of a security breach.*
9. ***Employee Training and Awareness:***
    - *Train employees, contractors, and stakeholders on cybersecurity best practices and how to identify and report potential security threats.*
10. ***Compliance and Standards:***
    - *Ensure compliance with relevant industry standards and regulations related to cybersecurity and EV charging station infrastructure.*
11. ***Regular Assessments and Audits:***
    - *Conduct periodic security assessments, penetration tests, and vulnerability scans to identify and address potential weaknesses.*

### 22.2.5 Additional Federal Requirements

22.2.5.1 All statutory and regulatory requirements that are applicable to funds apportioned under Chapter 1 of Title 23, United States Code, including but not limited to,

1.) Buy America requirements at Section 313 of Title 23, United States Code.

2.) Build America, Buy America Act (Public Law 117-58, Division G, Sections 70901-70927), with consideration to the Temporary Waiver.

   a. All chargers which are manufactured from March 23, 2023 until June 30, 2024 would be covered by this waiver only if final assembly occurs in the United States. This phase applies only to chargers that are manufactured during this period and for which grantees begin installation by October 1, 2024. In addition, all predominantly steel and iron housing components are excluded from the waiver and must meet FHWA's Buy America requirements for steel and iron.

   b. Any chargers which are manufactured on and after July 1, 2024, would be covered by this waiver only if final assembly occurs in the United States and the cost of components manufactured in the United States exceeds 55 percent of the cost of all components. All predominantly steel and iron housing components continue to be excluded from the waiver and must meet FHWA's Buy America requirements for steel and iron. The cost of any such housing shall be included as a cost of a charger's components when calculating whether the cost of components manufactured in the United States exceed 55 percent of the cost of all components. The FHWA considers the "date of manufacture" to be the date on which the charger has its final assembly occur and is in an operational state.

22.2.5.2 Title 2 Part 200

1.) All statutory and regulatory requirements that are applicable to funds apportioned under 2 CFR Part 200 apply.

22.2.5.3 Davis Bacon Federal Wage Requirements

1.) As provided at Section 109(s) of Title 23, United States Code, projects to install chargers are treated as if the project is located on a Federal-aid highway. As a project located on a Federal-aid highway, Section 113 of Title 23, United States Code, applies and Davis Bacon Federal wage rate requirements included at Subchapter IV of Chapter 31 of Title 40, United States Code, must be paid for any project funded with NEVI Formula Program funds.

2.) The Davis-Bacon Act requires that all laborers and mechanics, that are non-government employees, receive prevailing wages. This requires that the Department of Labor (DOL) wage rate report is included with agreements that are affected by the Davis-Bacon Act requirement. If applicable, all positions that are related to an agreement subject to the Davis-Bacon Act must be classified accordingly. Additional information about the Davis-Bacon Act can be found at the U.S. Department of Labor's Federal Contracts-Working Conditions website and on MDOT's Prevailing Wage Compliance website. Detailed information about the current

prevailing wages for highway construction across Michigan are listed in the Davis-Bacon Wage Decision. Applicants must input all required certified payroll documentation into the Prevailing Wage and Labor Compliance (PWLC) system (Labor Compliance Program (LCP) tracker) and update this documentation throughout the execution of the contract. Certified payroll information must be submitted in the PWLC system in accordance with MDOT Special Provision for *Labor Compliance* (20SP-107D).

#### 22.2.5.4 Americans with Disabilities Act of 1990 (ADA)

1.) The ADA, and implementing regulations, apply to Charging Stations by prohibiting discrimination on the basis of disability by public and private entities. Charging Stations must comply with applicable accessibility standards adopted by the Department of Transportation into its ADA regulations (49 CFR Part 37) in 2006, and adopted by the Department of Justice into its ADA regulations (28 CFR Part 35 and Part 36) in 2010.

2.) Projects shall abide by the Design Recommendations for Accessible Electric Vehicle Charging Stations published by the U.S. Access Board.

#### 22.2.5.5 Civil Rights Act of 1964

1.) Title VI of the Civil Rights Act of 1964, and implementing regulations, apply to this program to ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### 22.2.5.6 Civil Rights Act of 1968

1.) All applicable requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), and implementing regulations, apply to this program.

### 22.2.6 Other Requirements

#### 22.2.6.1 General

1.) Perform all general civil design including site development, development of parking spaces, trenching, grading, storm drainage, paving, curb, and gutter design.

2.) All supporting infrastructure needed to safely operate and maintain the charging site shall be provided by the Project Company and built in conformity to applicable MDOT manuals, standards and local building code.

3.) Project Company must coordinate with MDOT on the use of the appropriate MDOT and/or Local Agency standards for all supporting infrastructure and civil design.

4.) All ancillary equipment required to operate and maintain the charging site in accordance with the EVSE manufacturers recommendation shall be provided and installed by the Project Company.

5.) Submit all shop drawings and equipment data for all equipment and components to MDOT electronically in PDF. Equipment data sheets must demonstrate compliance with the contract. Allow 5 working days for the Engineer to review the submitted material, unless otherwise noted.

6.) The Project Company is responsible for identifying utilities and potential conflicts, coordinating utility relocations as needed and acquiring necessary permits.

## 22.3 Construction Requirements

See Standards and Special Provisions.

### 22.3.1 General

#### 22.3.1.1 Project Company Responsibilities

1.) Project Company is responsible for the construction and installation of the Charging Station in accordance with the Release for Construction (RFC) Documents.

2.) The Project Company shall remain responsible for maintaining any temporary or permanent Work at all times during construction.

3.) Provide adequate traffic cones, barricades, and/or fencing to maintain a safe work environment and provide public hazard protection for the duration of the Project.

4.) The Project Company shall remain responsible for maintaining pedestrian and vehicle access to existing facilities at all times during the duration of construction.

5.) Coordinate and perform the necessary site preparation required for the installation of the EVSE and supporting infrastructure.

6.) Repair and replace any existing paving, sidewalk, landscape, and other disturbed area as required based on site conditions.

7.) Install all necessary formwork, rebar, anchor bolts, concrete foundations, curbing, concrete or asphalt pavement, sidewalk, railings, signage post, drainage, and/or ADA accommodations.

8.) Install buried conduit and power cable from existing electric service to the Charging Station.

9.) Install bollards and wheel stops to adequately protect the Charging Station.

10.) Install all necessary electrical conduit, fittings, supports, enclosures, panelboards, distribution devices, and wiring.

11.) Provide lock out/tag out devices on all energized distribution devices prior to the installation of charging equipment.

12.) Complete site cleanup which includes, but is not limited to, removing temporary protective devices, topsoil grading, establishing vegetative ground cover, sweeping parking lot, and the removal of all construction debris from the site.

13.) The Project Company is responsible for coordinating any required utility relocations.

14.) Arrange for and pay fees for providing utility services for this project. The Project Company is responsible for all coordination and costs associated with the connections and any associated removals.

15.) Coordinate a new meter stanchion location and service with the utility provider.

16.) The Project Company is responsible for providing all administration, design, and construction Work in accordance with the Contract Documents. The Project Company shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents, or any of its other obligations under the Contract Documents, by oversight, spot checks, audits, reviews, tests, inspections, acceptances, or approvals by any Persons, or by any failure of any Person to take such action.

#### 22.3.1.2 MDOT Responsibility

MDOT will provide construction engineering, testing, and Inspection as deemed appropriate.

#### 22.3.1.3 Goals

Develop and implement a construction management approach that:

- Promotes quality in the work product.
- Coordinates the design with the construction and promotes communication between Key Personnel and MDOT throughout the process.
- Ensures that changes during construction to RFC documents are reviewed by the Project designers and are appropriately recorded.
- Ensures that all work is appropriately inspected and/or tested in accordance with MDOT practices by MDOT, other government entities, and/or the Project Company.

### 22.3.2 Installation / Integration

#### 22.3.2.1 All electricians installing, operating, or maintaining chargers must meet one of the following requirements:

1.) Certified through the Electric Vehicle Infrastructure Training Program (with the exception of apprentices).

2.) Graduation or continuing education certificate from a registered apprenticeship program for electricians that includes charger-specific training and is developed as part of a national guideline standard approved by the U.S. Department of Labor in consultation with the U.S. Department of Transportation.

NOTE: For projects requiring more than one electrician, at least one electrician must meet the requirements above, and at least one electrician must be enrolled in an electrical registered apprenticeship program.

#### 22.3.2.2 All Other non-electrical workers

1.) All other onsite, non-electrical workers directly installing, operating, and maintaining chargers must have graduated from a registered apprenticeship program or have appropriate licenses, certifications, and training as required by the State.

### 22.3.3 System Testing

The Project Company shall be responsible for conducting both standard factory testing and post-installation testing for each charging unit to verify functionality and access and/or integration into the project's data sharing system. Factory test results shall be provided for each unit as verified by the Project Company's quality assurance or test manager. Similar results for the installed system shall be provided with the test manager's approval.

Testing shall ensure that EVSE meets the requirements as outlined in the specifications. Ensure testing is done in concurrence with the manufacturer's instructions. Testing includes, but is not limited to, the following items:

- Follow all safe working practices such as lockout/tagout where applicable.
- Inspect all equipment for apparent damage.
- Correct billing rate: Ensure rate kWh rate being charged is in line with what is being dispensed into the vehicle. See NIST 44 Handbook.
- Interoperability: Charge should commence without error for various models of automobiles. Plug and charge and all other payment options must be tested.
- Utility interconnection and data sharing.
- Dashboard monitoring.
- Correct power level: Verify charging level for at least three different OEM's. Ensure power is not reduced for vehicles able to receive 150kW.
- Emergency shutoff process verification.

### 22.3.4 Shop and Working Drawing Documents

Generate shop drawings, working drawings, and material and equipment documentation as necessary to clearly define, control, construct, and inspect the Project. Submit these shop and working drawings to the Project Company's design team for review and internal approval. All such drawings shall be reviewed by qualified personnel, and shall be stamped "Approved for Construction" if the drawings meet the requirements of the design. After the Project Company's design team completes review of a shop or working drawing, submit the drawing to MDOT, which will follow the review requirements

for RFC Documents. Shop or working drawings requiring signing and sealing shall be signed and sealed by a Michigan-licensed Professional Engineer, prior to being issued for construction.

Shop and working drawings for the Project shall include items such as, structural fabrication plans, anchor bolt layouts, shop details, equipment lists, material identification and description, and any other information specifically required by MDOT, the Contract Documents, Local Agencies, or other Governmental Agencies.

Shop and working drawings and calculations for excavation shoring, cribs, cofferdams, Falsework, overhead signs, temporary support systems, formwork, and other temporary Project elements shall be prepared by the Project Company. Shop and working drawings and calculations shall describe the methods of construction proposed to be used for the Project. Receipt and review of submittals for temporary Project elements by MDOT shall in no way constitute Approval of the planned Project element.

Do not make changes to approved shop or working drawing after the Project Company's design team has approved them. Any deviations from approved shop or working drawings shall require the fabricator to submit revised drawings to the Project Company's design team for approval, as outlined above.

### 22.3.5 Product Data

Submit to MDOT for Acceptance all manufacturers' warranties, guarantees, instruction sheets, parts lists, and other product data within 20 Days of installation of the items to which they relate, and in any event prior to Final Construction Acceptance.

Ensure that the product data cited in this section are organized and indexed in a manner that allows easy review and retrieval of information.

### 22.3.6 As-Built Documents

Submit to MDOT for Acceptance As-Built Documents that depict the final completed Project which must include, but not be limited to the following:

- As Built Plans, also referred to as As Constructed Final Plans (ACFP), or Marked Final Plans, are RFC plan sheets that have been updated to show changes, corrections and comments made during construction.
- Changes in any site conditions, such as drainage, topography, earthwork, surfacing, paved surfaces, sidewalk, etc. Other topography changes including guardrail, slopes, drives (location, surface material type (Hot Mix Asphalt/Aggregate/Concrete), and width) utility changes such as water main, lighting, etc. should also be shown.
- In marking any as-built conditions, the Project Company must ensure that such drawings indicate by measured dimension to structure corners or other permanent monuments the exact locations of all equipment, supporting infrastructure, piping, conduit or utilities concealed in concrete slabs, behind walls or ceilings or underground. Ensure as built drawings are made to

scale and include exact locations of pull boxes and similar items as required for maintenance or repair service.

- Prior to Final Construction Acceptance, the Project Company is responsible for providing the Department with a fully completed and accurate set of all as built drawings in an acceptable electronic format.
- When capturing As Built mark-ups, adhere to the following As Built Mark-Up Standards:
    - Mark-ups can be made in either CAD or by hand
    - Use black ink only to mark-up plans
    - Mark-ups must be clear and legible
    - Hand comments must appear opaque (solid)
    - Do not obliterate As Let plan data – only line out or place an "x" through item
    - Final output must be PDF format in PLANHALF size of 11" x 17"
    - Plan sheets with As Built mark-ups are to be saved individually outside of the original plan set

Acceptance of the As-Built documents must be granted by MDOT as a condition of Final Construction Acceptance, according to Book 1, Section 20.

### 22.3.7 Jobsite Posters

All jobsite posters and employment notices required by State and Federal regulations and the Contract Documents are to be posted as instructed in the MDOT Special Provision for *Labor Compliance* (20SP-107D) and must be in place at least 7 days prior to commencement of any field Work.

If at any time during the Project MDOT documents that the required jobsite posters and employment notices are not posted appropriately, the MDOT Construction Engineer will provide documented instructions to the Project Company that corrective action is required. Posting of jobsite posters and employment notices (posted display, foreman vehicle binder, etc.) for short term or mobile operations will be as approved by the MDOT Construction Engineer. Upon receipt of the notification of corrective action, the Project Company has 24 hours to correct the deficiency. If the issue cannot be corrected within the 24-hour time period, the Project Company will develop a documented implementation schedule for the corrective action and submit the schedule to the MDOT Construction Engineer for approval within 24 hours of receiving the original documented notification. If the schedule is not approved, or if the schedule is approved, but is not followed, the MDOT Construction Engineer will adjust the Contract according to this Book 2 Section 22.3.7. If the implementation schedule is not followed, the MDOT Construction Engineer will document notification to the Project Company that they are in violation of this Book 2 Section 22.3.7.

The MDOT Construction Engineer will give documented notification to the Project Company as identified above. Failure to make corrections within the timeframe required will result in the following actions by the MDOT Construction Engineer:

The MDOT Construction Engineer may stop Work on the Project until the Project Company completes corrective action.

The MDOT Construction Engineer will process a Contract Price Adjustment in the amount of $1,000 per Calendar Day or portion thereof that the corrective action remains incomplete, or the implementation schedule is not followed. The Contract Price Adjustment will continue to be assessed until jobsite posters and employment notices are posted appropriately, the MDOT Construction Engineer has been notified of the corrective action and the MDOT Construction Engineer has verified the correction.

## 22.4 Deliverables

Develop D&C products in accordance with the requirements of Book 2.

### 22.4.1 General Requirements

At a minimum, the plans must be prepared in accordance with the following:

- Plans and details are drawn to scale, and the scale is identified on the plan sheets.
- Plans are on a paper size not less than 11”x17”.
- Plans are oriented in landscape orientation.
- Plans are printed with text not less than 9-point Arial font size (or equal), or 1/8” minimum neatly hand printed lettering.
- Plans must be completed, stamped, and signed by a Michigan Licensed Professional Engineer.

### 22.4.2 Third Party Agreements

Submit any third-party agreements required for the design and construction of the Work for MDOT Approval or Acceptance.

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| Third party agreements as required | Acceptance | According to Progress Schedule | 22 |

### 22.4.3 Utilities

At a minimum, submit the following for MDOT Approval or Acceptance.

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| Utility Permits as required | Acceptance | According to Progress Schedule | 22 |

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| Utility Agreement as required | Acceptance | According to Progress Schedule | 22 and Book 1, Section 7.3 |

### 22.4.4 Michigan Department of Licensing and Regulatory Affairs (LARA) Permits

Submit for an Electrical permit (permit application should include plans for the necessary plan review). Notify the MDOT Project Manager that the plans have been submitted to LARA for review. It is anticipated that the Electrical Plan Review will take 10 business days.

### 22.4.5 Design

At a minimum, submit the following for MDOT Approval or Acceptance:

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| 100% Plans | Acceptance | According to Progress Schedule | 22 |
| RFC Plans | Acceptance | According to Progress Schedule | 22 |

#### 22.4.5.1 100% Plans

The Project Company shall develop and submit 100% plans for MDOT Approval and shall, at a minimum, include the following information.

- **Title Page**
  - The address of the property
  - The name, address, email address, and phone number of the property owner
  - The name, address, email address, phone number, and license number of the person responsible for the EVSE system design
  - All codes (with appropriate version/year) applicable to the project
  - A specification stating the installation shall meet all requirements of the Michigan Electrical Code
  - Occupancy and use of all buildings on site
  - Construction type of all buildings on site
  - Narrative description/scope of the proposed work
- **Site Plan**
  - Use (occupancy) and location (with regards to site boundaries and other structures) of on-site structures
  - Use (occupancy) and location (with regards to site boundaries and other structures) of off-site structures within 20 feet of the proposed work
  - North arrow

- Dimensioned parking improvements, driveways, accessibility upgrades, etc.
- Location of EVSE equipment, main electric service panel, disconnects, and overcurrent protection locations
- Location of interconnection
- Underground conduit materials, locations, lengths, sizes, and routing
- Location of additional meters, if applicable
- The mounting height for the charging coupling (the connector nozzle) and the operable controls
- All site-related accessibility requirements
- Details/specifications for all other proposed site-related work

- **Electrical Floor Plan**
  - The location of the proposed EVSE equipment, wiring, supply equipment, and any other electrical equipment connected to the proposed system
  - The use/occupancy of the room(s) where electrical equipment will be installed, and the use/occupancy of adjacent rooms
  - A specification ensuring the main service conductors [and equipment for the protection of the electrical service (disconnecting means, overcurrent protection, etc.)], are installed in accordance with the NEC
  - A specification ensuring annular spaces around pipes, electric cables, conduits, or other openings at exterior walls shall be protected against the passage of rodents
  - All applicable electrical-plan-related requirements of the NEC
  - All applicable electrical-plan-related accessibility requirements prescribed by applicable building codes
- **Manufacturer's Listing, Installation Details, and Specifications**
  - The certified listings of the proposed electrical equipment (EVSE, panels, inverters, etc.)
  - The listing shows the EVSE is suitable for the proposed location
  - Structural and electrical installation details
- **Electrical Service Load Calculations**
  - Demand and sizing of the electrical service panel
- **Single-Line Electrical Diagram**
  - EVSE supply equipment
  - Size of the overcurrent device (circuit breaker) supplying the EVSE
  - Conductor and conduit sizes, types, and locations/routing (within framing, mounted to structures, underground, etc.)
  - Size (ampacity and voltage) of the main electric panel, distribution panels (sub-panels), overcurrent protection, disconnects, additional meters, and EVSE equipment

  - Sizes of the service entrance conductors
  - All equipment labeling
  - The EVSE equipment disconnecting means shall be identified with a durable label stating, "Emergency Power Off – Electric Vehicle Charging Station"
- **Other**
  - If the project site is located within a 100-year flood hazard zone, the EVSE equipment shall be elevated above the base flood elevation
  - If the EV charging equipment is rated more than 60 amps, or more than 150V to ground, specify the disconnecting means to be lockable in an open position, and to be installed in a readily accessible location
  - If trenching is proposed, provide a trenching detail showing compliance with the minimum cover requirements
  - If vehicle impact protection for EVSE equipment is used, locate and detail the physical protection (such as a bollard)
  - All design calculations
  - EVSE material certification that demonstrates Buy America and Build America, Buy America compliance (subject to the most current published waiver)
  - Supporting documentation to show ability to meet all requirements of the Contract Documents, including, but not limited to, software, applications, security, and communications

Plan content requirements can be waived if the Project does not have that specific item.

#### 22.4.5.2 RFC Plans

In addition to other requirements of the Contract Documents, the Project Company must address all comments received regarding the 100% plans and submit as part of the RFC Documents, which shall include a complete set of drawings. Project Company must resubmit the RFC Documents as many times as necessary to address MDOT comments. RFC Documents shall be submitted for MDOT Acceptance.

RFC Documents shall constitute the documents issued for the purposes of construction and shall contain the following (at a minimum):

- All information contained in the 100% Plans
- All other supporting design plans, calculations, and reports
- Local Agency, Governmental, and Utility Owner approvals, agreements, and/or permits

#### 22.4.5.3 RFC Quality Assurance

When the Project Company has completed the RFC Documents and wishes to submit a RFC Document of an item or element to obtain MDOT's Acceptance, the Project Company's Quality Assurance staff shall certify that:

- The design meets all applicable requirements of the Contract Documents, applicable law, and the governmental approvals.
- The design has been checked in accordance with the Project Company's Approved PQM.
- All required property rights have been secured, along with any and all approvals from governmental agencies, and Utility owners.
- All comments from MDOT and other reviewing agencies from previous submittals are resolved.

#### 22.4.5.4 RFC Design Calculations

Submit calculations according to the following requirements:

- Ensure that all title blocks of calculation sheets include the calculation title, file number, page number, initials of the designer, checker and back-checker, and dates of when design, checking, and back-checking occurred.
- Ensure that all calculations indicate the design requirement, the assumptions made, the methods used, the source of the information, and the cross-reference for the applicable design drawings.
- Ensure that all structure calculations performed using software are independently checked by a Michigan-licensed Professional Engineer with 10 years minimum experience. Ensure that hand calculations are verified.
- Ensure that all calculations include the final iteration and are readily accessible, clear, understandable, concise, complete, and accurate so the final design of an element is easily determined.
- Ensure that all calculations are bound and numbered with a table of contents.
- Ensure that all calculations identify the code or standard utilized and indicate the specific section referenced in the right-hand column.
- In the calculations, reference the computer programs and versions used.
- Ensure that all manual calculations are printed, neatly and legibly.
- All calculations, manual or computer generated, shall be on 8½-inch by 11-inch or 11-inch by 17-inch standard paper. Minimum allowable font size is 12 point.

#### 22.4.5.5 RFC Submittal Requirements

All RFC Documents shall meet the following requirements:

- All Work, including modifications to the Work, is designed under the authority of and signed by a Michigan-licensed Professional Engineer.
- The timing of submission of these documents is indicated in the Project Schedule.
- The limits of excavation have been identified for all excavation work.

- The limits of all stay-in-place elements of temporary works have been identified.
- Estimated quantities shall be included for all items which require Inspection or testing in accordance with the MDOT Materials Source Guide.
- Product cut sheet information shall be submitted as required to define the Work.
- All shop drawings, and other items necessary to construct the Work are submitted, or are identified for future receipt and review after the RFC submittal is submitted and returned (i.e., shop or working drawings and product data sheets).
- For all materials, material strength, type, grade, and ASTM or AASHTO designation shall be included.

## 22.4.6 Design Deliverables and Review

### 22.4.6.1 Deliverable Format

The Project Company's Design Manager or their designee shall sign and seal with their professional engineering license stamp each design submittal. The document that is signed and sealed shall convey what contents the signature and stamp apply to and that quality procedures for that submittal have been followed.

The Project Company's Project Manager shall review, and sign a document attesting to that review, all design submittals. This signed document shall be included with the submittal. This document is meant to ensure that the construction side of the Project Company is familiar with and agrees with the information presented in the design submittal. Alternate reviewers from the construction side of the Project Company will be considered.

Provide MDOT with a complete electronic PDF file of each submittal. Multiple files may be used if necessary due to file size constraints or variations in paper size (letter vs. tabloid). Each page or sheet shall be numbered sequentially from the first page in the file to the last page.

Submit a table of contents for each submittal that contains multiple pages, containing the following information: discipline, page or sheet number, page or sheet title.

If special provisions or other unique specifications apply to a design submittal, they shall be submitted with that design submittal.

***Design Plans***

Prepare plans that are similar in appearance and content to the MDOT standards applicable to the design being performed. Ensure that all designs and drawings are in English units.

### 22.4.6.2 MDOT Review

MDOT will review submittals in the order in which they were received.

After each review, address all comments and concerns raised by MDOT by revising the design and/or plans to MDOT's satisfaction.

MDOT will complete its review of the Project Company's plans and submittals within 10 Working Days, unless otherwise indicated elsewhere in these Contract Documents.

All shop drawings will have a review time of 5 Working Days unless more review time is specified in a Special Provision.

This review time depicts the maximum allowed time MDOT has to review the associated submittals and respond to the Project Company without impacting the overall Project schedule. Weekends, Holidays, and the dates between and including December 24 and January 1 shall not be considered as Working Days as it applies to MDOT reviews. Each design package may go through multiple iterations of review by MDOT before Acceptance. Each time a package is submitted, the timelines above will be the maximum amount of time allotted for MDOT to complete its review. The actual MDOT review timeline may be directly related to the extent of involvement the Project Company allows during the design development process by consistently engaging MDOT. More up-front MDOT involvement may shorten review timelines.

#### 22.4.6.3 Re-submittal Process

Re-submittals of Design Documents may be required if deemed necessary by the Project Company's Design Quality Assurance staff or MDOT. Each re-submittal must address all comments received from a prior submittal in a manner satisfactory to the commenting party. The Project Company shall not be entitled to any additional compensation or extension of time due to any re-submittal requirement by the review process or MDOT.

Resubmit the Design Document (as well as any other required design re-submittal) as many times as necessary to address the comments of the quality process and MDOT.

The Project Company may continue its design activities, at its sole risk, during the re-submittal process. Such continuation in no way relieves the Project Company of the responsibility to incorporate the comments of the re-submittal process into the Design Documents.

Changes made to plans, specifications, and documents from previous submittals shall be indicated for ease of review when resubmittals are made.

### 22.4.7 Construction Deliverables

Unless otherwise indicated, submit all deliverables in PDF files.

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| Shop and Working Drawings | Acceptance | At least 2 weeks prior to fabrication or installation | 22.3 |
| Product Data | Acceptance | At least 2 weeks prior to fabrication or installation | 22.3 |
| As-Built Documents | Acceptance | According to current Construction Project Management (CPM) Schedule and after construction | 22.3 |

MDOT will respond with comments or Acceptance within 5 Working Days of receipt of each deliverable.

#### 22.4.7.1 Deliverable Format

Provide MDOT with a complete electronic PDF file of each submittal. Multiple files may be used if necessary due to file size constraints or variations in paper size (letter vs. tabloid). Each page or sheet shall be numbered sequentially from the first page in the file to the last page.

Submit a table of contents for each submittal that contains multiple pages, containing the following information: discipline, page or sheet number, page or sheet title.

# 23 Operations and Maintenance (O&M)

Conduct all Work necessary to meet the requirements associated with Operations and Maintenance (O&M) of the Project.

## 23.1 Administrative Requirements

### 23.1.1 Standards

In the event of a conflict among the standards set forth in Book 3 relating to O&M, the order of precedence shall be as set forth below, unless otherwise specified:

- MDOT Supplemental Specifications
- MDOT Standard Specifications for Construction
- NEVI Standards and Requirements (23 CFR Part 680), published on 2/28/2023
- NIST Handbook 44
- Remaining standards set forth in Book 3

### 23.1.2 Meetings

Meet with MDOT, to resolve issues that arise during the O&M Term. Meetings may be requested by the Project Company or MDOT and MDOT may invite Local Agency and Governmental Agency, as deemed appropriate, to attend these meetings.

### 23.1.3 Goals

Develop and implement an operations and maintenance management approach that:

- Promotes quality in the work product.
- Provides for a state of good repair for all facilities being operated under this Contract.
- Provides for public safety and security during the operations and maintenance phase of the Contract.
- Coordinates the operations with maintenance to achieve performance requirements and promotes communication between Key Personnel and MDOT throughout the process.
- Ensures data submittals are accurate and include all information required as defined in the Contract Documents.

## 23.2 O&M Term

The Project Company is responsible for operating and maintaining the Project for a minimum of five years following Final Construction Acceptance, including EVSE Commissioning, in accordance with the requirements of the Contract Documents, all Governmental Rules, all Governmental Approvals, and all other applicable safety, environmental, licensing and other requirements, taking into account

other constraints affecting the Project, so as to achieve, Annual O&M Term Completion by the applicable Completion Deadlines

## 23.3 O&M Requirements

### 23.3.1 Project Company's Responsibilities

The Project Company is responsible for providing all Work in accordance with the Contract Documents. The Project Company shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents, or any of its other obligations under the Contract Documents, by oversight, spot checks, audits, reviews, tests, inspections, acceptances, or approvals by any Persons, or by any failure of any Person to take such action.

The Project Company shall be responsible for all O&M including, but not limited to, the following activities:

i. Provide O&M for the EV charging infrastructure throughout the O&M Term.

ii. Comply with the NEVI Standards and Requirements (23 CFR Part 680), published on 2/28/2023.

iii. Obtain all relevant inspections, permits, and approvals from any and all authorities having jurisdiction regarding the site.

iv. Obtain all relevant inspections, permits, and approvals from MDOT, MDOT contractors, and supporting agencies.

v. Procure, deliver, install, commission, maintain, repair, decommission, upgrade and replace any equipment required by Project Company to perform the Work.

vi. The Project Company assumes all O&M responsibility beginning on the date the Charging Station is Commissioned.

vii. Collect, process, retain, and share near real-time and static data in accordance with Book 2, Section 23.3. Project Company's failure to comply with such requirements shall entitle the Department to the rights and remedies set forth in the Contract Documents, including potentially termination for uncured Project Company Default.

viii. In addition to performing all other requirements of the Contract Documents, Project Company shall cooperate with the Department and Governmental Agencies with jurisdiction in all matters relating to the Work, including their review, inspection and oversight of the operation and maintenance of the Project, at the sole cost of such entities except as otherwise expressly provided in the Contract Documents.

ix. Provide regular routine and preventative maintenance services on all EVSE which, at a minimum, shall include Inspections, testing, necessary adjustment, parts cleaning, software upgrades and scheduled overhauls as recommended by the equipment manufacturer. Preventative and routine maintenance shall be performed in accordance with the provisions of the maintenance manual/guideline of each component.

x. Maintain the charging infrastructure to meet the minimum uptime requirements in accordance with Book 2, Section 23.3.

xi. Host and maintain any software used by the Project.

xii. Fix any bugs that exist in any software system used by the Project that effect usage and/or performance.

xiii. Have material and staff immediately available to repair and/or replace any Project facilities damaged by normal wear, forces of nature, or acts of third parties.

xiv. Provide necessary O&M for all supporting infrastructure and amenities.

xv. Maintenance includes any defect in design, material, or workmanship which may occur during proper and normal use. Such defects shall be corrected by repair and/or replacement by the Project Company without cost to the Maintenance shall cover all equipment, parts and labor costs (including travel) to troubleshoot and complete the repair/replacement.

xvi. Provide secure payment methods, accessible to persons with disabilities, in accordance with requirements herein and those provided in Book 2, Section 22.2.4.2.

xvii. Operate EVSE in accordance with the Michigan Weights and Measures Act, Public Act 283 of 1964, as amended.

xviii. The Project Company is responsible for providing all administration, operations, and management Work in accordance with the Contract Documents. The Project Company shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents, or any of its other obligations under the Contract Documents, by oversight, spot checks, audits, reviews, tests, inspections, acceptances, or approvals by any Persons, or by any failure of any Person to take such action.

xix. Project Company must make the site available and obtain all relevant inspections, permits, and approvals from MDOT, MDOT Contractor(s), and all authorities having jurisdiction regarding the site.

### 23.3.2 MDOT Responsibilities

MDOT may, at any and all reasonable times, observe, inspect, test, inspect, monitor, audit and take any steps reasonably necessary to ensure the Project Company's compliance with O&M requirements.

### 23.3.3 Data Collection and Submittal

23.3.3.1 General data responsibilities:

1.) The Project Company's Charging Station operator must collect, process, and retain only the personal information strictly necessary to provide the charging service to a customer, including information to complete the charging transaction and to provide the location of Charging Stations to the customer.

2.) Chargers and charging networks should be compliant with appropriate PCIDSS for the processing, transmission, and storage of cardholder data.

3.) The Project Company's Charging Station operator must take reasonable measures to safeguard customer data.

4.) The Project Company must provide MDOT, EGLE, and its third-party data curator free access to the data collected from the Charging Station.

5.) Data shared with MDOT, EGLE, and any third-party shall be de-identified to be free of personally identifiable information for any customer using the Charging Station. Examples of personally identifiable information are name, address, social security or credit card information.

6.) The Project Company must submit data to MDOT in three distinct areas including quarterly, annually, and one-time data submittals according to templates determined by MDOT following Award. Data templates, at a minimum, will be in accordance with the EV-ChART data input template. Acceptable file format extensions, file sizes, and submission methods will be determined by MDOT following Award.

7.) The Project Company's charging network provider must share the data fields listed in Section 23.3.3.5 with MDOT, EGLE, the State's third-party data curator, and third-party software developers, free of charge via shared access to the charging network provider's online portal and an application programming interface (API) in near-real time.

8.) The Project Company must share data with MDOT in accordance with the latest version of the EV-ChART Data Format and Preparation Guidance.

9.) The Project Company's charging network provider must share data with EGLE in accordance with the Data Sharing Agreement executed with EGLE.

10.) If near real-time communications are disrupted, the Project Company must store applicable data and share when communications are restored.

23.3.3.2 Project Company must submit quarterly data reports to MDOT that include the following information:

1.) Charging Station name or identifier (this must be the same Charging Station name or identifier used to identify the Charging Station in data made available to third parties in 23.3.3.5).

2.) Charging port name or identifier (this must be the same charging port name or identifier used to identify the charging port in data made available to third parties in 23.3.3.5).

3.) Charging session start time, end time, and any error codes associated with an unsuccessful charging session by port.

4.) Energy (kilowatt-hour [kWh]) dispensed to EVs per session by port.

5.) Peak session power kilowatt (kW) by port.

6.) Payment method associated with each charging session.

7.) Charging Station uptime in accordance with the equation in 23.3.7.2 for each of the previous three months.

8.) Duration (minutes) of each outage.

23.3.3.3 Project Company must submit annual data to MDOT on or before every February 1 during the O&M Term that includes:

1.) Charging Station maintenance and repair cost per Charging Station for the previous year.

2.) Whether the Charging Station operator, installer, or maintenance organizations participate in State or local business opportunity certification programs (e.g., programs for minority-owned businesses, Veteran-owned businesses, woman-owned businesses, and/or businesses owned by economically disadvantaged individuals for private entities).

3.) Charging port uptime for the previous twelve months.

23.3.3.4 Project Company must submit one-time data to MDOT on or before the first February 1 during the O&M Term that includes:

1.) The name and address of the private entity(ies) involved in the operation and maintenance of chargers.

2.) Distributed energy resource installed capacity, in kW or kWh as appropriate, of asset by type (e.g., stationary battery, solar, etc.) per Charging Station.

3.) Charging Station real property acquisition cost, charging equipment acquisition and installation cost, and distributed energy resource acquisition and installation cost.

4.) Aggregate grid connection and upgrade costs paid to the electric utility as part of the project, separated into:

- Total distribution and system costs, such as extensions to overhead/underground lines, and upgrades from single-phase to three-phase lines.
- Total service costs, such as the cost of including poles, transformers, meters, and on-service connection equipment.

23.3.3.5 Project Company's charging network provider must share the following data fields with MDOT, EGLE, and third-party software developers, free of charge via shared access to the charging network provider's online portal and API in near-real time:

1.) Unique Charging Station name or identifier.

2.) Address (city, state, and zip code) of the property where the Charging Station is located.

3.) Geographical coordinates in decimal degrees of exact Charging Station location.

4.) Charging Station operator name.

5.) Charging network provider name.

6.) Charging Station status (operational, under construction, planned, or decommissioned).

7.) Charging Station access information:

- Charging Station access type (public or limited to commercial vehicles).
- Charging Station access days/times (hours of operation for the Charging Station).

8.) Charging port information:

- Number of charging ports.
- Unique port identifier.
- Connector types available by port.
- Charging level by port (DC fast charger, Level 2, etc.).
- Power delivery rating in kW by port.
- Accessibility by vehicle with trailer (pull-through stall) by port (yes/no).
- Real-time status by port in terms defined by Open Charge Point Interface.

9.) Pricing and payment information:

- Pricing structure.
- Real-time price to charge at each charging port, in terms defined by Open Charge Point Interface 2.2.1.
- Payment methods accepted at Charging Station.

### 23.3.4 Communication of Price

1.) The owner and operator of the Charging Station will set the price for use. The price must be set at a fair and competitive market rate, with adherence to Section 445.903 of the Michigan Consumer Protection Act.

2.) The price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in $/kWh. If the price for charging is not currently based on the price for electricity to charge an Electric Vehicle in $/kWh.

3.) The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time). The price at the start of the session cannot change during the session.

4.) Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

### 23.3.5 Certifications

1.) Before a device is placed into service for commercial use, it must be tested by a person registered by the Michigan Department of Agriculture and Rural Development.

### 23.3.6 Reporting Mechanisms

1.) Chargers must allow for customers to report outages, malfunctions, and other issues with charging infrastructure. Reporting mechanisms must be accessible and equitable by complying with ADA requirements and multilingual access.

### 23.3.7 Uptime and Availability Requirements

#### 23.3.7.1 Hours of Operation

1.) Charging Stations must be available for use by the public 24 hours a day, seven days a week, and on a year-round basis, with minor exceptions (e.g., isolated or temporary interruption to service or access for maintenance and repairs would not constitute a violation of this proposed requirement).

#### 23.3.7.2 Project Company must maintain a minimum average annual uptime greater than 97% for each port.

1.) A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level.

2.) Charging port uptime must be calculated on a monthly basis for the previous twelve months and for the previous three months.

3.) Charging port uptime percentage must be calculated using the following annual equation:

$$\mu = \frac{(525{,}600 - (T_{outage} - T_{excluded})}{525{,}000} X100$$

$$\mu = port\ uptime\ percentage$$

$$T_{outage} = total\ minutes\ of\ outage\ in\ the\ previous\ year$$

$$T_{excluded} = total\ minutes\ of\ outage\ in\ the\ previous\ year\ allowed\ to\ be\ excluded$$

Excluded outage is defined as total minutes of outage in previous year caused by the following reasons outside the Charging Station operator's control, provided that the Charging Station operator can demonstrate that the charging port would otherwise be operational: electric utility service interruptions, failure to charge or meet the EV

charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters.

4.) Charging port uptime percentage must be calculated using the following quarterly equation:

$$\mu = \frac{(131{,}400 - (T_{outage} - T_{excluded})}{131{,}400} X100$$

$$\mu = port\ uptime\ percentage$$

$$T_{outage} = total\ minutes\ of\ outage\ in\ the\ previous\ quarter$$

$$T_{excluded} = total\ minutes\ of\ outage\ in\ the\ previous\ quarter\ allowed\ to\ be\ excluded$$

Excluded outage is defined as total minutes of outage in previous year caused by the following reasons outside the Charging Station operator's control, provided that the Charging Station operator can demonstrate that the charging port would otherwise be operational: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters.

23.3.7.3 Public Access

1.) The Project Company shall ensure that, subject only to the Permitted Uptime Outages, the Project is available for use and sited at locations physically accessible to the public twenty-four (24) hours per day, seven (7) days per week, year-round.

## 23.3.8 Revenue Distribution

23.3.8.1 All program income or revenue earned from the operation of a Charging Station must only be used for:

1. Debt service with respect to the Charging Station, including funding of reasonable reserves and debt service on refinancing
2. A reasonable return on investment of any private person financing the Charging Station, as determined by the State
3. Any costs necessary for the improvement and proper operation and maintenance of the Charging Station, including reconstruction, resurfacing, restoration, and rehabilitation
4. If the Charging Station is subject to a public-private partnership agreement, payments that the party holding the right to the revenues owes to the other party under the public-private partnership agreement
5. Any other purpose for which Federal funds may be obligated under this title 23, United States Code

### 23.3.9 Snow and Ice Control

The Project Company is responsible for performing ongoing snow and ice control and/or removal to maintain reasonable and safe access during weather events and complete snow and ice control/or removal to achieve bare, wet pavement within two hours after the end of a snow event of an inch or more of accumulation or any ice accumulation, at a minimum in the following areas:

- The full extent of the Charging Stations including ADA access to the charging infrastructure and all payment options
- Accessible pathways to the site amenities (e.g., nearby building structure)
- The driving route from the public right-of-way to the Charging Station

Failure to perform snow and ice control and/or removal as described will be considered as Charging Station downtime.

### 23.3.10 General Site Grounds Maintenance

The Project Company is responsible for maintaining any grass-covered areas in the vicinity of the charging site such that grass and weeds do not exceed 6 inches in height from the ground surface.

The Project Company is responsible for the placement of accessible litter receptacles in the Charging Station area, the disposal of contents when full or at a minimum weekly, and the weekly inspection, removal, and disposal of loose litter and small debris from the charging site. Remove large debris (in excess of 0.5 cubic feet), or of any size if it obstructs safe access to the charging equipment, in parking spaces, in access drives, and around charging equipment within 24 hours of notice.

### 23.3.11 Surface Maintenance

The Project Company is responsible for maintaining paved surfaces in a state of good repair. For the purposes of this contract, state of good repair shall be defined as:

- For paved driving surfaces: maintain surfaces to be generally free from surface defects greater than 0.5 square feet in area and 2 inches in depth.
- For paved pedestrian surfaces: maintain surfaces to be generally free of surface defects greater than 0.25 square feet in area and 2 inches in depth, and free of drop-offs and surface elevation changes that deviate from ADA requirements.

Repair any paved surface defects in excess of the dimensions noted above within 7 calendar days of identification by Project Company personnel, Department personnel, or through customer reporting. Protect any pedestrian surface defects with cones or Type 1 barricades during the period between identification and completion of repairs.

## 23.4 Deliverables

At a minimum, submit the following for MDOT Approval or Acceptance:

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section | Responsible Party |
|---|---|---|---|---|
| OMP | Acceptance | In advance of Substantial Construction Completion | 23.4.1 | Project Company |
| Updated OMP | Acceptance | In advance of Final Construction Acceptance | 23.4.1 | Project Company |
| One-time Data and Report | Acceptance | On or before February 1 during Year 1 of the O&M Term | 23.3 | Original Preparation & Submission to MDOT:<br>• by Project Company<br>Provide Necessary Information for Revision:<br>• by Project Company<br>Preparation & Submission to FHWA:<br>• by MDOT |
| Quarterly Data and Reports | Acceptance | Every quarter during O&M Term | 23.3 | |
| Annual Data and Reports | Acceptance | Every year during O&M Term, on or before February 1 | 23.3 | |
| Real-Time Data Sharing | N/A | Near real-time throughout O&M Term | 23.3 | Project Company |

### 23.4.1 Operations and Maintenance Plan

Prepare an Operations and Maintenance Plan (OMP) that includes, at a minimum, the following:

- Plan and schedule for how facilities will be inspected, deficiencies identified, actions taken, and reporting measures.
- A list of all proposed routine maintenance activities including snow removal for EVSE, access drives, accessible routes, and installed site amenities.
- Schedule of proposed routine maintenance activities and a list of proposed life-cycle-based rehabilitation and preventive maintenance that corresponds to the Project Company's Design Plans.
- Schedule of proposed life-cycle-based and preventative maintenance activities.
- Process for addressing vandalism and/or other events that damage the Charging Station (e.g., vehicle striking the Charging Station).
- A method for public reporting of deficiencies and maintenance issues and Project Company response to those deficiencies and maintenance issues.
- Name of the Project Company's supervisor who will be in charge of maintenance efforts with contact information so the supervisor can be reached 24 hours a day.

MDOT will provide an OMP form to the Project Company for their use in developing the OMP following Award. The OMP must be submitted in advance of Substantial Construction Completion for MDOT review. All comments must be addressed and a revised OMP must be submitted in advance of Final Construction Acceptance.

### 23.4.2 Data Submittals

Project Company must continually collect, track, and monitor the performance of the Project Operations and deliver quarterly and annual reports in accordance with Book 2, Section 23. Project

Company shall provide all data submittals and submit all reports relating to the O&M in accordance with the Contract Documents, in the form, with the content, to the established parties, and within the time required under the Contract Documents.

### 23.4.3 Deliverable Format

Provide MDOT with a complete electronic file(s) of each submittal. Multiple files may be used if necessary due to file size constraints. Each page or sheet shall be numbered sequentially from the first page in the file to the last page.

## 23.5 Decommissioning of Charging Station

The Project Company's obligations at Contract Expiry are provided in Book 1, Section 20.6. In the event that the Project must be decommissioned, the Project Company must do so in accordance with the following activities, at a minimum:

- Disconnect all power sources to the Charging Stations and, if the electrical service was solely for the chargers, ensure the Utility Company has closed the account and removed the meter.
- Removal of all EVSE charging infrastructure including but not limited to: EV charging pads, pedestals, conduit riders and ports, aerial or ground wires, physical security hardware and features, and all other related hardware and amenities.
- Replace all items such as pads, pedestals and conduit risers with appropriate pavement or surface, ensuring that pedestrian pathways are free and clear and ADA access is maintained.
- Where feasible, consider placing pull boxes for easy access to conduits for any potential future charging equipment.
- Ensure the Project area is free from any hazards.
- Notify MDOT and 3rd party data curators the date that the Site is decommissioned.
- Remove all charger wayfinding and supplemental signage and pavement markings.

# 24 Project Site Ownership/Usage Rights

## 24.1 Property Interest

1. The Project Company shall maintain sufficient interest in the Site necessary to carry out the scope of Project Company's obligations for the Term of the Agreement.
2. The Project Company shall ensure that the MDOT License remains in effect for the duration of the Term.
3. The Project Company may, after providing writing notification to MDOT, assign to its lenders and other financing parties, as collateral security, its rights under any Site Host Agreement and may grant liens and security interests to its lenders and other financing parties in the Project or related EVSE under any Site Host Agreement, lease or other conveyance document, and under all applicable encumbrance agreements, provided that any such assignment, grant, fixture filing, securitization agreement, or other collateralization agreement:
    a. is subject, and gives full effect, to MDOT's License under this Agreement; and
    b. will not have any material adverse effect on or otherwise encumber, inhibit, or preclude the performance of any of MDOT's obligations under the terms and conditions of any agreement with the Federal Highway Administration, the NEVI Standards and Requirements (23 CFR Part 680), or any statutory or regulatory requirements that are applicable to funds apportioned under Chapter 1 of Title 23, United States Code.
4. The Project Company shall:
    a. ensure that the Site Host Agreement remains in effect for the duration of the Term if the property that the Charging Station is located on is not owned by the Project Company; and
    b. comply with its obligations and enforce its rights under the provisions of the Site Host Agreement to the extent necessary to enable the Project Company to comply with its obligations under this Agreement.
5. The Project Company shall not:
    a. assign, transfer, pledge, mortgage or otherwise encumber any of its rights or obligations under this Agreement without the written consent of MDOT, except as otherwise provided in 24.1.3; or
    b. enter into any amendment, supplement, waiver or other modification of the Site Host Agreement that would have a material adverse effect on the ability of the Project Company to perform its obligations under this Agreement, without MDOT's prior written consent.

## 24.2 Assignment by MDOT

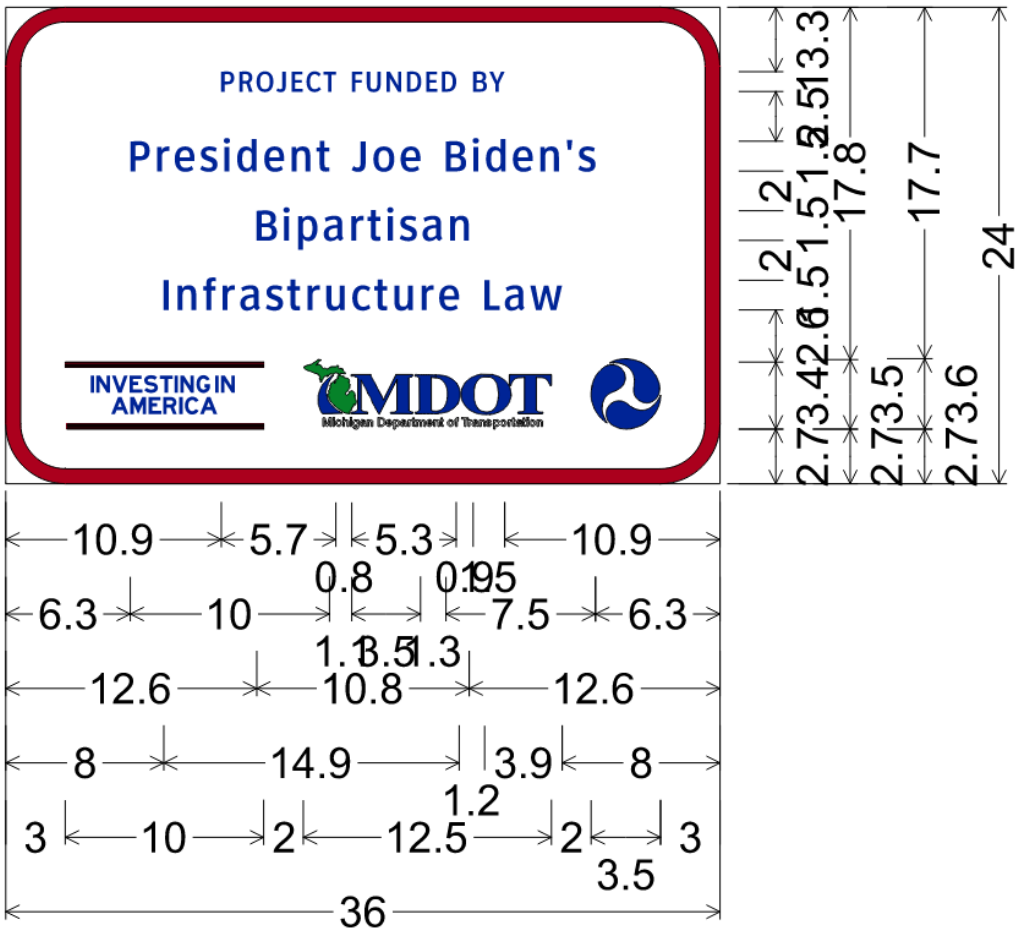
MDOT may, without the Project Company's consent, assign all or any portion of its rights, title, license, and interests in and to this Agreement, the Surety Bonds (if applicable) to any other Governmental Entity that succeeds to the governmental powers and authority of MDOT.

## 24.3 Deliverables

At a minimum, submit the following for MDOT Approval or Acceptance:

| Deliverable | For Acceptance or Approval | Submittal Schedule | Reference Section |
|---|---|---|---|
| License | Acceptance | Within 90 days of Award | 24 |
| Site Host Agreement | Acceptance | Within 90 days of award | 24 |

# Exhibit 2-1-A Bipartisan Infrastructure Law Sign




The units of the sign are in inches.

# APPLICABLE STANDARDS
# BOOK 3

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**Statewide**

**Design-Build-Operate-Maintain Project**

**National Electric Vehicle Infrastructure (NEVI)**

**Round 1**

**Job Number: 217941**

**Addendum ~~1~~ 2**

**October ~~17~~ 23, 2023**

Michigan Department of Transportation

# Table of Contents

**1 Introduction ..... 1**
1.1 MDOT and Other References ..... 1
1.2 MDOT Website ..... 1
1.3 MDOT Manuals ..... 1
1.4 Road Design Manual ..... 1
1.5 Other Design Criteria ..... 2
1.6 Websites ..... 2
1.7 General Modifications ..... 2
1.7.1 General ..... 2
1.7.2 Quantities and Payment ..... 3
1.7.3 Roles and Responsibilities ..... 3

**2 List of Standards ..... 5**

## Exhibits

Exhibit 3-2-A: MDOT Special Provisions ..... 10

# 1 Introduction

This is a listing of standards that the Project Company shall utilize in performing the final design and construction, operation, and maintenance of the Project described in the RFP. It shall be the Project Company's responsibility to ensure that the most current version at the time of the RFP Release Date is used for each of the references listed. See each section for specific requirements from the references, as well as the hierarchy of the references for that section.

## 1.1 MDOT and Other References

All Project design, construction, operation, and maintenance shall be performed in accordance with the requirements of this RFP and the Michigan Department of Transportation (MDOT) Standard Specifications for Construction (Standard Specifications), as well as the other special provisions, manuals, technical memoranda, standards, and guidelines listed in the Contract Documents. The criteria listed within the Standard Specifications and the MDOT engineering manuals and other references are considered minimums in terms of the required quality of Project workmanship and design. Where MDOT has not included a special provision applicable to the Project Company's Work, or where the Project Company proposes additional or different special provisions, these special provisions shall be subject to the Approval of MDOT. All Frequently Used Special Provisions shall apply if the use-case is true for the project, unless otherwise specified. If it is not clear to the Project Company how the special provisions, manuals, technical memoranda, standards, or guidelines should be interpreted, the Project Company shall have the obligation to raise the issue with MDOT. Regardless of whether the Project Company raises the issue, MDOT shall always have the right to notify the Project Company if the Project Company is interpreting the modification incorrectly.

## 1.2 MDOT Website

Ordering information for most MDOT references, including specifications, plans, and details, is on MDOT's Website: http://www.michigan.gov/mdot/

## 1.3 MDOT Manuals

When an RFP document or manual refers to other MDOT manuals, the applicable MDOT version in effect at the time of the RFP Release Date shall be used.

## 1.4 Road Design Manual

Specifically, the roadway geometric design shall be in accordance with the MDOT Road Design Manual (English), which specifies MDOT's new Construction/Reconstruction Standards. These standards shall be used for each of the design elements described in this RFP, unless otherwise noted.

## 1.5 Other Design Criteria

Standards from the Local Agency and other Governmental Agencies with jurisdiction over the site must be followed. The Project design shall comply with requirements for the design and construction of the Project with other agencies having jurisdiction over such facilities, as discussed in the Contract Documents. In conjunction with local standards, the Project design shall be governed by MDOT policies, specifications, standards, manuals, guidelines, and technical memoranda, including all addenda, supplements, and revisions thereto. Generally, the design shall comply with the criteria established by MDOT, AASHTO, IEEE, and IES. The latest version (current version as of the RFP Release Date) of these references shall be used unless otherwise specified.

In the event of conflicting requirements involving any requirement established by reference contained in the Contract Documents, MDOT shall have the right to determine, in its sole discretion, which requirement applies. Project Company shall request MDOT's determination respecting the order of precedence among conflicting provisions promptly upon becoming aware of any such conflict.

## 1.6 Websites

Websites have been supplied to the Project Company for some of the standards listed below for convenience only in an effort to help the Project Company locate the required standard. The Websites are not guaranteed to be correct. It is ultimately the Project Company's responsibility to locate the required standard and to determine if the standard has been modified pursuant to this RFP.

## 1.7 General Modifications

The following modifications shall apply to applicable standards listed in Book 3.

### 1.7.1 General

1. All references to standards, codes, or criteria, or to the latest version of other standards, codes, or criteria in Book 2 of the Contract Documents shall mean the latest version as of the RFP Release Date.
2. Certain MDOT standards have been written as guidance documents and not as mandatory requirements. For purposes of this Project, the Project Company shall assume that all provisions of MDOT standards, including figures and tables, are mandatory, and guidelines shall be assumed to be requirements. All words such as "should," "may," "could," and "can" shall mean "shall" unless the context requires otherwise, as determined in the sole discretion of MDOT. The Project Company shall disregard qualifying words such as "usually," "normally," and "generally." In addition, references to MDOT's preferred practices and policies shall be construed to be mandatory requirements unless the context requires otherwise, as determined in the sole discretion of MDOT. It shall be in MDOT's sole discretion to determine when the context does not require a provision to be mandatory.

3. When a standard refers to an action being necessary, needed, or recommended, the Project Company shall construe the action as required unless the context requires otherwise, as determined in the sole discretion of MDOT.
4. Some standards may provide general information (e.g., descriptions of MDOT divisions and their duties, descriptions of legal authority, or descriptions of internal MDOT procedures) that does not apply to Design-Build-Operate-Maintain contracts; however, in some cases it may not be clear whether rights or responsibilities are applicable to the Project Company. If it is unclear whether specific provisions in the standard are applicable to the Project Company, the Project Company shall raise the issue with MDOT and MDOT shall make that determination in its sole discretion.
5. If the Project Company believes that an item in the standards is unclear, the Project Company shall have the obligation to raise the issue with MDOT. Regardless of whether the Project Company raises the issue, MDOT shall always have the right to notify the Project Company if the Project Company is interpreting the modification incorrectly.

### 1.7.2 Quantities and Payment

1. When a standard refers to "extra work," "compensation for," "at the Department's expense," "quantity adjustments," "equivalent quantities," or similar phrases, such references shall be disregarded. It is the intent that the payment of the Contract Price will be full compensation for all Work performed pursuant to the Design-Build-Operate-Maintain Contract unless specific provisions for additional payments are contained in Book 1 or Book 2 of the Contract Documents.

### 1.7.3 Roles and Responsibilities

1. When a standard refers to "Engineer" relating to design responsibilities, such references shall mean the Project Company's Engineer, unless otherwise specified. It shall be in MDOT's sole discretion to determine when the context refers to design responsibilities.
2. When a standard uses the term "Engineer" relating to construction inspection, materials testing, disposal, restoration, extension of time, testing frequency, testing results and suitable method, such term shall mean MDOT. It shall be in MDOT's sole discretion to determine when the context refers to these applications.
3. When a standard uses the term "Engineer" relating to activation or de-activation of railroad or highway signals, Approval of any activities involving the use of explosives, such term shall mean MDOT.
4. When an Approval or Authorization of the Engineer or MDOT is required in a standard for the use of alternative or substituted processes or components, the Engineer shall mean MDOT.
5. When a standard requires actions, dimensions, spacing, design information, materials as designed, means, or methods that are "either as indicated in the Plans or as designated by the Engineer," the Project Company shall disregard the phrase "or as designated by the Engineer."

6. When a standard refers to the "Engineer" ordering work beyond the scope of work in the Contract, "Engineer" shall mean MDOT. Whenever the Engineer may order work that results in additional costs to MDOT, the "Engineer" shall mean MDOT.
7. Wherever references to "Engineer" result in testing or acceptance procedures being assigned to the Engineer, Acceptance will be on behalf of MDOT. MDOT reserves the right to perform additional tests and inspections as necessary to confirm that the work is in conformance with Contract requirements and will be the only party authorized to Accept or Approve the Work on behalf of the State.
8. When a standard refers to unauthorized work or to acceptance of non-conforming work by the "Engineer," the Engineer shall mean MDOT.
9. When a standard refers to "Department," "MDOT," or specific job titles within MDOT, such reference shall mean MDOT.
10. Any Acceptances on behalf of MDOT, Department or the State shall be performed by MDOT.
11. Any references in a standard to the Engineer that refer to the time period after Final Acceptance shall mean MDOT.
12. When a standard requires notifications to the Engineer, the Engineer shall mean MDOT.
13. When a standard refers to an approval of any correction or repair that deviates from the Contract requirements, the Approval must be by MDOT.
14. When a standard refers to items that will be performed or provided by MDOT or by a division or employee of MDOT, the Project Company shall construe the requirements as applying to the Project Company unless otherwise specified in the Contract Documents, or unless the context requires otherwise. It shall be in MDOT's sole discretion to determine when the context requires otherwise.
15. When a standard refers the Project Manager as it relates to plan processes, sending information or requesting information from internal MDOT entities, the term "Project Manager" does not mean the Project Company. The Project Company shall submit all requests directly to the MDOT Project Manager on the Project.
16. When a standard refers to contractor, such reference shall mean Project Company.

# 2 List of Standards

Specific References Cited for the RFP:

### Availability Legend:

IS = Industry Standard, Project Company's responsibility to acquire.
W = Standard is available as a download on the organization's Website, Project Company's responsibility to acquire.
E = Document to be given to Project Company in electronic format.

| Organization | Standard | Availability |
|---|---|---|
| **AASHTO** | AASHTO A Policy on Design Standards Interstate System | IS |
| **AASHTO** | AASHTO A Policy on Geometric Design of Highways and Streets, 6th Edition, 2011 | IS |
| **AASHTO** | AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities | IS |
| **AASHTO** | AASHTO Roadside Design Guide | IS |
| **AASHTO** | AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals | IS |
| **EGLE** | Geological Survey Division, Stratigraphic Lexicon for Michigan, 2001 | W |
| **EGLE/MDNR** | A Guide to the Control and Management of Invasive Phragmites | W |
| **Electronic Industries Alliance (EIA)** | Standards | IS |
| **Federal Government** | National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680), published on 2/28/2023 | W |
| **FHWA** | Program Guide: Utility Relocation and Accommodation on Federal-Aid Highway Projects | W |
| **FHWA** | The Cone Penetration Test | IS |
| **FHWA** | Manual on Uniform Traffic Control Devices for Streets and Highways | W |

| Organization | Standard | Availability |
|---|---|---|
| **Illuminating Engineering Society of North America** | IES American National Standard Practice for Design and Maintenance of Roadway and Parking Facility Lighting | IS |
| **Illuminating Engineering Society of North America (IES)** | American National Standard Practice for Design and Maintenance of Roadway and Parking Facility Lighting, RP-8-18, ANSI Approved | IS |
| **Institute of Electrical and Electronic Engineers (IEEE)** | Institute of Electrical and Electronic Engineers National Electrical Safety Code (NESC) | IS |
| **Institute of Electrical and Electronic Engineers (IEEE)** | National Electrical Safety Code | IS |
| **International Code Council (ICC)** | International Building Code | IS |
| **International Society of Arboriculture (ISA)** | Guide for Plant Appraisal, 9th Edition | IS |
| **MDOT** | Administrative Rules Regulating Driveways, Banners and Parades | W |
| **MDOT** | Certified Payroll Status Record | W |
| **MDOT** | Density Testing and Inspection Manual | W |
| **MDOT** | Manual for Michigan Test Methods (MTM'S) | W |
| **MDOT** | Materials Quality Assurance Procedures Manual | W |
| **MDOT** | Materials Source Guide | W |

| Organization | Standard | Availability |
|---|---|---|
| **MDOT** | HMA Production Manual | W |
| **MDOT** | Pavement Design and Selection Manual | W |
| **MDOT** | Road Design Manual | W |
| **MDOT** | Geometric Design Guides | W |
| **MDOT** | Guidelines for Plan Preparation, Road Sample Plans | W |
| **MDOT** | Phase II Stormwater Management Plan in compliance with EGLE Statewide General Permit MI0057364 for MDOT (MDOT-Statewide MS4) | W |
| **MDOT** | Drainage Manual | W |
| **MDOT** | Soil Erosion And Sedimentation Control Manual | W |
| **MDOT** | Geotechnical Manual | W |
| **MDOT** | Michigan Manual of Uniform Traffic Control Devices (MMUTCD) | W |
| **MDOT** | Pavement Marking Standards and Special Details | W |
| **MDOT** | Standard Highway Signs | W |
| **MDOT** | Special Details | W |
| **MDOT** | Special Provisions<br>See Exhibit 3-2-A | W<br>E |
| **MDOT** | Frequently Used Special Provisions includes *Non-Hazardous Contaminated Material Handling and Disposal* (20SP-205A), *Migratory Bird Protection* (20SP-107B), *Labor Compliance* (20SP-107D), *Non-Compliance with Soil Erosion and Sedimentation Control Requirements* (20SP-208A) | W |
| **MDOT** | Notice to Bidders 2020 | W |
| **MDOT** | Supplemental Specifications, 2020 | W |
| **MDOT** | Standard Plans | W |
| **MDOT** | Standard Specifications for Construction, 2020 | W |

| Organization | Standard | Availability |
|---|---|---|
| **MDOT** | Survey Standards of Practice | W |
| **MDOT** | Design Survey Manual | W |
| **MDOT** | Maintaining Traffic Typicals | W |
| **MDOT** | Traffic and Safety Special Provisions | W |
| **MDOT** | Traffic Standards, Typicals, Guides, Guidelines, and Special Details | W |
| **MDOT** | Work Zone Devices | W |
| **MDOT** | Work Zone Safety and Mobility Policy | W |
| **MIOSHA** | MIOSHA Website | W |
| **National Electrical Manufacturers Association (NEMA)** | Standards | IS |
| **National Fire Protection Agency (NFPA)** | National Electric Code, Current Edition | IS |
| **National Fire Protection Agency (NFPA)** | NFPA 70 - National Electric Code (NEC) Article 625 | IS |
| **National Institute of Standards and Technology (NIST)** | Handbook 44 | IS |
| **National Spatial Data Infrastructure (NSDI)** | Geospatial Positioning Accuracy Standards, Part 3: National Standards for Spatial Data Accuracy, FGDC-STD-007.3-1998 | W |

| Organization | Standard | Availability |
|---|---|---|
| **NEMA Joint Publication/ Insulated Cable Engineers Association (ICEA)** | NEMA WC70-2009 | IS |
| **NFPA** | NFPA 780 - Lightning Protection Code | IS |
| **Telecommunications Industries Association (TIA)** | Standards | IS |
| **Underwriters Laboratories (UL)** | Underwriters Laboratories (UL) 2251 or equivalent | IS |
| **US Access Board** | Design Recommendations for Accessible Electric Vehicle Charging Stations | W |
| **US Access Board** | Public Rights of Way Access Guidelines (PROWAG) | W |
| **US Access Board** | Special Report: Accessible Public Rights-of-Way Planning and Designing for Alterations | W |

# Exhibit 3-2-A: MDOT Special Provisions

205. Phragmites Plant Material Handling and Disposal .....11
402. Dewatering System for Contaminated Groundwater .....13
403. Accessible Drainage Structure Cover .....16
803. Curb Ramps with Metal Detachable Warning Surface .....17
816. Slope Restoration, Non-Freeway .....19

# Exhibit 3-2-A: MDOT Special Provisions

205. Phragmites Plant Material Handling and Disposal .....11
402. Dewatering System for Contaminated Groundwater .....13
403. Accessible Drainage Structure Cover .....16
803. Curb Ramps with Metal Detachable Warning Surface .....17
816. Slope Restoration, Non-Freeway .....19

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
**PHRAGMITES PLANT MATERIAL HANDLING AND DISPOSAL**



**a. Description.** This work consists of handling, transporting, and disposing of the Phragmites root mass and stalk material. All topsoil within designated areas as directed by the Engineer is considered contaminated with Phragmites roots or seeds and cannot be transported off the project except as authorized by the Engineer and in accordance with this special provision. Existing topsoil may be salvaged and applied to project areas only as directed by the Engineer.

**b. Materials.** None specified.

**c. Construction.** Complete this work in accordance with sections 204 and 205 of the Standard Specifications for Construction, except as modified herein or as directed by the Engineer.

1. Excavation of Topsoil Containing Phragmites Plant Material. Excavate existing topsoil containing Phragmites roots and stalk material to achieve the permanent or temporary grade line as shown on the plans and as directed by the Engineer. Do not perform additional excavation beyond what is required by the plans to remove the entire root mass. Initial excavation of topsoil containing Phragmites root mass and stalk material will be included in the Excavation, Earth or Ditch Cleanout pay items.

2. Temporary Storage of Topsoil Containing Phragmites Plant Material. Do not mix temporarily stockpiled topsoil containing phragmites plant material with any other excavated material.

3. Ensure disposal of designated topsoil containing Phragmites plant material is at a licensed Type II sanitary landfill. The location and depth of the existing topsoil material to be disposed of is to be determined by the Engineer.

4. Disposal of Phragmites Plant Material. Transport Phragmites root mass and stalk material in sealed containers to a licensed Type II sanitary landfill.

5. Cleaning of Equipment. Thoroughly clean all equipment used to remove Phragmites root mass and stalk material of all visible debris and plant material prior to moving it outside of the project limits to prevent the spread of seeds or rhizomes to other areas.

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

| **Pay Item** | **Pay Unit** |
|---|---|
| Phragmites Plant Material Handling and Disposal, LM | Cubic Yard |

**Phragmites Plant Material Handling and Disposal, LM** will be measured by volume in cubic yards, LM. Prior to payment, ensure the Engineer is provided receipts from the disposal facility for the number of cubic yards disposed of at that facility. Payment will include all costs for labor, equipment and materials needed for storage, loading, transportation and disposal of the root mass, stalk material and topsoil containing Phragmites plant material. Disposal costs will include all documentation required by the landfill. Payment for the initial excavation of topsoil containing Phragmites plant material will be included in the Excavation, Earth or Ditch Cleanout pay items.

Excavation and handling of topsoil containing Phragmites plant material within the project limits is not considered disposal and will be included in the Excavation, Earth or Ditch Cleanout pay items and will not be paid for separately.

Restoration will be paid for separately.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
**DEWATERING SYSTEM FOR CONTAMINATED GROUNDWATER**



**a. Description.** This work consists of lowering the groundwater table to facilitate construction in the area of the excavation for the proposed trench. This work may require the use of pumps for trench dewatering or well points, deep wells, or other measures that are utilized to control groundwater to facilitate installation of underground utilities.

If the groundwater removed during the dewatering process is contaminated, it cannot be discharged directly to the ground surface or a surface water body. Ensure it is disposed of in one of three ways:

1. To a sanitary sewer system if permission is granted by the system owner.

2. To a surface water body under a NPDES permit.

3. Collected and hauled to an acceptable treatment facility.

This work also includes the operation, monitoring, sampling, and analysis of any treatment system used for discharge to a sanitary sewer or surface water body or hauling to a treatment facility as needed.

Areas of groundwater contamination have been identified on the plans. Groundwater may be contaminated by chlorinated hydrocarbons and/or aromatic hydrocarbons, which may require different treatment technologies.

Handle the contaminated water in accordance with the *MIOSHA* Standard for Hazardous Waste Operations and Emergency Response (HAZWOPER). Ensure applicable workers work under the direction of an on-site supervisor and a site-specific safety and health plan (HASP) and are properly trained. Ensure all workers are protected pursuant to the HAZWOPER Standard.

Furnish to the Department, at the preconstruction meeting, sufficient documentation verifying the qualifications of Contractor personnel who are performing the sampling and handling work. In addition, the Contractor must provide a HASP, for review, as required by the *MIOSHA* standard.

Furnish sufficient training for such sampling and handling for up to two MDOT designated employees as described in the *MIOSHA* standard. These employees, as selected by the Engineer, must receive the 40 hour HAZWOPER training.

Furnish sufficient personal protective equipment as required by *MIOSHA* for two MDOT designated employees except for air purifying respirators. MDOT employees will furnish their own fit tested air purifying respirators, if necessary.

Dewatering and disposal of groundwater that is not contaminated will be covered under other

items of work.

**b. Well Points and Deep Wells.** Should groundwater control be performed by deep well and/or well point pumping systems, ensure it is done without damage to property or structures, and without interference with the rights of the public, owners of private property, pedestrians, vehicular traffic, or the work of other contractors. Any pumping methods used for dewatering and control of groundwater and seepage must have properly designed filters. This is to ensure that adjacent soil will not be pumped with the water creating voids underground and around the face of the excavation or under existing structures. Ensure the filter design is reviewed and approved by the Engineer prior to placement.

Perform the dewatering operations in an approved and predetermined sequence with the excavation operation such that the perimeter and face of the excavation is stable. Dewatering well diameter, pumping rate and well spacing must provide adequate drawdown of the water level. Set wells to intercept groundwater that, otherwise, would enter the excavation and interfere with the work. Install observation wells at key locations for monitoring of groundwater levels during the excavation. The observation wells are anticipated to be, but not limited to, one for each 200 foot of the pay item Dewatering System for Contaminated Groundwater, Trench. Submit a plan for locations and monitoring frequency of the observation wells to the Engineer a minimum of 7 days in advance of placement of the dewatering system.

Deep wells and/or well points in the area of contamination must discharge into header or collection pipes prior to entering the treatment system.

**c. Treatment System.** Filters and/or settling devices may be required before treatment to ensure that either the treatment and sanitary sewer systems or surface waters are not adversely affected by construction debris or increased sediment load.

Before discharging to a sanitary sewer system or to the surface water, contaminated water must be treated to reduce contaminants to levels acceptable to the sanitary sewer system owner or NPDES permit. Select the treatment system based on the contaminant to be treated and sized based upon concentrations of contaminants found in the groundwater. The flow required must adequately dewater the trench, as specified above, and yield an effluent concentration that meets the requirements of the sanitary sewer system owner or the NPDES permit. Ensure the system is approved by the Engineer prior to starting the work.

**d. Sanitary Sewer or Surface Water Discharge.** Monitor the volume of treated water discharged to the sanitary sewer system or as surface water discharge by using a totalizing turbine type flow meter. Place the flow meter inline on the treatment system effluent line, be designed for high flow applications and must have a flow totalizing register that is adequately sealed to eliminate fogging and condensation. Ensure the type of meter used is reviewed and approved by the Engineer prior to placement.

Written permission from the wastewater treatment plant authority is required prior to discharge to the sanitary sewer system. Furnish a copy of the written authorization to the Engineer prior to discharging any water to the system.

Secure a NPDES permit by the Contractor from the EGLE prior to any discharge to a surface water body.

Monitor the volume of flow being discharged to the sanitary sewer system or the surface water

and documented daily by reading the register on the flow meter. Furnish this information to the Engineer daily or as otherwise approved.

**e. Hazardous/Nonhazardous Material Handling.** Load all hazardous and nonhazardous waste and transport using properly trained personnel, onto placarded vehicles and under an approved hazardous or liquid industrial waste manifest, as required. All manifests are to be signed by the Engineer or their representative. The terms hazardous and nonhazardous, as used in this document, are defined in 1994 PA 451, Parts 111 and 121 of the NREPA.

**f. Construction.** The methods and materials required to accomplish this work must be determined by the Contractor, subject to approval by the Engineer, before initiation or installation of the dewatering system.

Ensure the dewatering system for contaminated groundwater is independent of other dewatering operations by a separate installation. Utilize the system for the entirety of the project as determined necessary by the Engineer. Take all appropriate precautions to prevent exacerbation of contamination.

The Engineer may order corrective actions to the dewatering or treatment system at any time to improve the efficiency of the system at no additional cost to the contract.

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

| Pay Item | Pay Unit |
|---|---|
| Dewatering System for Contaminated Groundwater, Site | Each |
| Dewatering System for Contaminated Groundwater, Trench | Foot |
| HAZWOPER 40 hour Training, MDOT personnel | Each |

**Dewatering System for Contaminated Groundwater, Site** and **Dewatering System for Contaminated Groundwater, Trench** includes all wells, piping, supplies, power, and fuel necessary for the installation, operation and maintenance, removal and disposal of all surplus materials as described herein. These pay items includes the cost of treatment and disposal of all water pumped from below ground to facilitate subsurface construction.

All costs associated with obtaining an NPDES permit are included in these pay items.

The installation, maintenance and removal of observation wells are included in these pay items.

The cost for treatment of the water at the wastewater treatment plant is included with these pay items. There will be no compensation for idled personnel or equipment due to any system corrections ordered by the Engineer to remedy any deficiencies.

Test pits are included in the pay item for proposed underground pipe.

Disposal of contaminated soil or sediment, excavated or displaced during the installation of this system, will be included in the pay item of **Non-hazardous Contaminated Material Handling and Disposal (LM)**.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
**ACCESSIBLE DRAINAGE STRUCTURE COVER**

DES:CAL 1 of 1 APPR:DMG:DBP:02-19-21

**a. Description.** This work consists of installing a drainage structure cover that is Public Rights-of-Way Accessibility Guidelines (PROWAG) compliant including the casting and grate as shown on the standard plans and modified for grate opening size.

**b. Materials.** Provide materials in accordance with sections 403 and 908 of the Standard Specifications for Construction and this special provision. Ensure the frame and cover are manufactured by EJ (East Jordan), Neenah Foundry, or approved equal, and must comply with all dimensioning in the standard plans for drainage structure covers except that the openings must not permit passage of a sphere more than 0.5 inch in diameter. Ensure elongated openings are placed so that the long dimension is perpendicular to the dominant direction of travel.

**c. Construction.** Furnish and install the drainage structure cover as shown on the plans or as directed by the Engineer. All work must be in accordance with section 403 of the Standard Specifications for Construction.

Deliver and unload the drainage structure cover at the job site in good condition. Any cracked or otherwise damaged units will not be accepted, nor will any reimbursement be made for delivery or pick-up of damaged units.

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

| **Pay Item** | **Pay Unit** |
|---|---|
| Accessible Dr Structure Cover | Each |

**Accessible Dr Structure Cover** includes cast iron frame and cover (grate), and removal and disposal of existing drainage structure cover and all associated material necessary to complete the work.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
**CURB RAMPS WITH METAL DETECTABLE WARNING SURFACES**



**a. Description.** This work consists of constructing and/or reconstructing curb ramps with metal detectable warning surfaces at the specified location(s). Complete this work in accordance with the standard specifications and Standard Plan R-28 Series, except as modified herein.

**b. Materials.** Use detectable warning surfaces that provide tactile and visual warning and contrast visually with adjacent walking surfaces, either light-on-dark or dark-on-light. Provide metal detectable warning surfaces that conform to the dimensions shown on Standard Plan R-28 Series. Select one of the following products, or provide an approved equal, for this project.

**Neenah Foundry**
2121 Brooks Ave
Neenah, WI 54956
Phone: 920-725-7000
Product Name: NF Detectable Warning Plates

**EJ (East Jordan)**
301 Spring Street
East Jordan, MI 49727
Phone: 800-874-4100
Product Name: EJ Cast Iron Detectable Warning Plate

**TufTile, Inc.**
905 Telser Rd.Lake Zurich, IL 60047
Phone: 888-960-8897
Product Name: TufTile Cast Iron Detectable Warning Plate,
TufTile Galvanized Steel Detectable Warning Plate

Provide all detectable warning surfaces from the same manufacturer unless otherwise approved by the Engineer.

**c. Construction.** Construct curb ramps in accordance with subsection 803.03 of the Standard Specifications for Construction and Standard Plan R-28 Series. Install detectable warning surfaces in accordance with the manufacturer's instructions and Standard Plan R-28 Series.

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

| **Pay Item** | **Pay Unit** |
|---|---|
| Detectable Warning Surface, Metal | Foot |

**Detectable Warning Surface, Metal** will be measured in place by length along the center of the 24 inch wide detectable warning material at specified locations. The unit price for **Detectable Warning Surface, Metal** will include the cost of surface preparation and application. Payment includes all labor, materials, and equipment to install detectable warning surface.

All concrete work required by this special provision will be measured and paid for as specified in subsection 803.04 of the Standard Specifications for Construction.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
**SLOPE RESTORATION, NON-FREEWAY**



**a. Description.** This work consists of preparing all lawns and slopes on non-freeway projects designated for slope restoration on the plans or as directed by the Engineer and applying topsoil, fertilizer, seed, mulch with mulch anchor, mulch blanket, high velocity mulch blanket, permanent turf reinforcement mat (TRM), bonded fiber matrix (BFM), or modified mulch blanket to those areas. Ensure turf establishment is in accordance with section 816 and 917 of the Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.

**b. Materials.** The materials, application rates, and construction methods specified in sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer. Furnish the following materials on this project:

1. Seeding mixture as called for on the plans.

2. Chemical fertilizer nutrient, Class A.

3. Topsoil. The following percentages of furnished and salvaged topsoil are estimated for this project and provided for informational purposes only.

Topsoil Furnished: 100 percent
Topsoil Salvaged: 0 percent

4. Mulching material.

5. Permanent Turf Reinforcement Mat (TRM) must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between two layers of black UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following "minimum average roll value" requirements:

| Property | Test Method | Requirement |
|---|---|---|
| Mass/Unit Area | *ASTM D6566* | 10 oz/syd |
| UV Stability @ 1000 hrs | *ASTM D4355/D4355M* | 80 percent |
| Tensile Strength (MD) | *ASTM D6818* | 165 lbs/ft |

Acceptance. Supply a general certification for the permanent TRM from one of the following manufacturers or approved equal:

| | | |
|---|---|---|
| Recyclex TRM | American Excelsior Co., Arlington, TX | (800) 777-7645 |
| P300 TRM | North American Green, Poseyville, IN | (800) 772-2040 |
| Landlok 450 TRM | Propex, Inc., Chattanooga, TN | (800) 621-1273 |

| | | |
|---|---|---|
| Excel PP5-10 TRM | Western Excelsior, Evansville, IN | (866) 540-9810 |
| Vmax P550 TRM | North American Green, Poseyville, IN | (800) 772-2040 |

6. Bonded Fiber Matrix (BFM). Furnish a product from the list below or an approved equal.

| | | |
|---|---|---|
| Soil Guard | Mat Inc., Floodwood, MN | (888) 477-3028 |
| HydroStraw BFM | HydroStraw, LLC, Rockford, WA | (800) 545-1755 |
| HydraMax | North American Green, Poseyville, IN | (800) 772-2040 |
| Bindex BFM | American Excelsior Co., Arlington, TX | (800) 777-7645 |
| ProMatrix EFM | Profile Products LLC, Buffalo Grove, IN | (800) 508-8681 |

If multiple grades of the selected product are available, use the grade appropriate for the application as approved by the Engineer.

Approved equal BFM must consist of long strand, virgin wood fibers (90 percent by weight) bound together by a pre-blended, high-strength polymer adhesive (10 percent by weight). The virgin wood fibers will be thermally refined from clean whole wood chips. Ensure the organic binders are a high-viscosity colloidal polysaccharide tackifier with activating agents to render the resulting matrix insoluble upon drying.

7. Modified Mulch Blanket. Where modified mulch blanket is required, provide an excelsior mulch blanket free of chemical additives. Ensure the netting thread is 100 percent biodegradable and manufactured with non-plastic materials such as jute, sisal, or coir fiber. Degradable, photodegradable, UV-degradable, oxo-degradable, or oxo-biodegradable plastic netting including polypropylene, nylon, polyethylene, and polyester is not an acceptable alternative. All netting materials must have a loose weave design with movable junctions between the machine and cross-machine direction twines that move independently and reduce the potential for wildlife entanglement.

For Slope Restoration, Non-Freeway, Type F, provide a single net modified mulch blanket from the list below or an approved equal.

| | | |
|---|---|---|
| Premier Straw Single Net Fibrenet | American Excelsior Co. | (800) 777-7645 |
| Curlex NetFree 100% Biodegradable | American Excelsior Co. | (800) 777-7645 |
| ECS-1B Biodegradable Single Straw | East Coast Erosion Control | (800) 582-4005 |
| S1000BD Single Net | Enviroscape ECM, Ltd. | (888) 550-1999 |
| Excel SR-1 All Natural | Western Excelsior Corp. | (866) 540-9810 |

For Slope Restoration, Non-Freeway, Type G, provide a double net modified mulch blanket from the list below or an approved equal.

| | | |
|---|---|---|
| Premier Straw Double Net Fibrenet | American Excelsior Co. | (800) 777-7645 |
| Curlex II Fibrenet | American Excelsior Co. | (800) 777-7645 |
| ECX-2B Double Net Biodegradable | East Coast Erosion Control | (800) 582-4005 |
| S2000BD Double Net | Enviroscape ECM, Ltd. | (888) 550-1999 |
| Excel R-2 All Natural | Western Excelsior Corp. | (866) 540-9810 |

**c. Construction.** Ensure construction methods are in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames

specified in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact, and ensure all areas to be seeded are weed-free prior to placing topsoil. Place topsoil to the minimum depth as detailed herein and in accordance with the plans and standard specifications to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, fill this additional depth using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Ensure topsoil is weed and weed seed free and friable prior to placing seed. Remove any stones greater than 1/2-inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2-inch of topsoil.

Spread mulch at a rate of two tons per acre. If the Engineer allows dormant seeding spread mulch at a rate of 3 tons per acre. Place mulch anchoring over the mulch at a rate in accordance with subsection 816.03.F of the Standard Specifications for Construction. Place mulch blanket and high-velocity mulch blanket in accordance with subsection 816.03.G of the Standard Specifications for Construction and Standard Plan R-100 Series.

Install areas constructed with the TRM on prepared (seeded) grades as shown on the plans in accordance with the manufacturer's published installation guidelines. Anchor the top edge of the TRM in a minimum six-inch deep trench. Operation of equipment on the slope is prohibited after placement of the TRM. No credit for splices, overlaps, tucks, or wasted material will be made.

Mix the BFM and organic binders thoroughly at a rate of 40 pounds for each 100 gallons of water or as otherwise recommended by the manufacturer. Hydraulically apply the BFM slurry in successive layers, from two or more directions, to fully cover 100 percent of the soil surface. Ensure the minimum application rate is at least 3000 pounds of BFM for each acre or otherwise apply in accordance with the manufacturer's recommendations as appropriate depending on site conditions.

Do not apply BFM on saturated soils or immediately before, during, or after rainfall.

Install modified mulch blanket in accordance with the manufacturer's published guidelines and as directed by the Engineer.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed, and mulch treatment. This replacement will be paid for as additional work using the applicable pay items.

If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will be at no cost to the contract.

The Engineer will inspect the seeded turf to ensure it is well-established, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If the seeded turf is not well-established at the end of the first growing season, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer.

Provide weed control, if weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, in accordance with subsection 816.03.I of the Standard Specifications for Construction. Weed control will be at no additional cost to the contract.

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

| **Pay Item** | **Pay Unit** |
|---|---|
| Slope Restoration, Non-Freeway, Type __ | Square Yard |

1. Place **Slope Restoration, Non-Freeway, Type A** in all areas not described in the other types of slope restoration and will be measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type A** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; Mulch; and Mulch Anchoring.

2. Place **Slope Restoration, Non-Freeway, Type B** parallel (8 feet minimum) to the edge of the roadway, in areas that have a 1 on 3 slope and in any ditch with a grade less than 1.5 percent, as shown on the plans, or as directed by the Engineer. **Slope Restoration, Non-Freeway, Type B** will be measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type B** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and Mulch Blanket.

3. Place **Slope Restoration, Non-Freeway, Type C** in areas that have a 1 on 2 slope, any ditch with a grade of 1.5 percent to 3 percent as shown on the plans, or as directed by the Engineer. **Slope Restoration, Non-Freeway, Type C** will be measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type C** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and Mulch Blanket, High Velocity.

4. Place **Slope Restoration, Non-Freeway, Type D** in areas that have a slope steeper than 1 on 2, any ditch with a grade steeper than 3 percent as shown on the plans, or as directed by the Engineer. **Slope Restoration, Non-Freeway, Type D** will be measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type D** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and Turf Reinforcement Mat.

5. Place **Slope Restoration, Non-Freeway, Type E** as shown on the plans, or as directed by the Engineer and measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type E** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and Bonded Fiber Matrix.

6. Place **Slope Restoration, Non-Freeway, Type F** parallel (8 feet minimum) to the edge of the roadway, in areas that have a 1 on 3 slope and in any ditch with a grade less than 1.5 percent. **Slope Restoration, Non-Freeway, Type F** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and single net modified Mulch Blanket.

7. Place **Slope Restoration, Non-Freeway, Type G** in areas that have a 1 on 2 slope and in any ditch with a grade of 1.5 percent to 3 percent. **Slope Restoration, Non-Freeway,**

**Type G** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; and double net modified Mulch Blanket.