

# **INSTRUCTIONS TO PROPOSERS**

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**Statewide**

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

**National Electric Vehicle Infrastructure (NEVI)**

**Round 2**

**Job Number: 221278**

**November 20, 2024**



# Table of Contents

<b>1</b>	<b>Introduction and Summary.....</b>	<b>1</b>
1.1	General Information .....	1
1.1.1	Definitions and Acronyms .....	1
1.1.2	Project Locations.....	1
1.2	Project Description.....	1
1.2.1	Project Goals .....	2
1.2.2	Scope of Project Company's Obligations .....	2
1.2.3	Project Environmental Status.....	3
1.3	Procurement Method.....	3
1.4	Award and Issuance of Notice to Proceed (NTP).....	3
1.5	Maximum Time Allowed.....	3
1.6	Equal Employment Opportunity .....	4
1.7	Federal Lobbying Restrictions .....	4
1.8	Noncollusion .....	4
1.9	Governing Laws.....	4
1.10	Entire Agreement .....	4
<b>2</b>	<b>Procurement Schedule.....</b>	<b>5</b>
<b>3</b>	<b>Procurement Process.....</b>	<b>6</b>
3.1	Confidentiality During Evaluation and Selection Process .....	6
3.2	Examination of RFP and Requests for Clarification.....	6
3.3	MDOT's Project Managers .....	6
3.4	Communications .....	6
3.5	One-on-One Meeting .....	7
3.6	Submission of Inquiries and Requests for Clarification.....	7
3.7	RFP Addenda and Clarification Notices .....	8
3.8	NOT USED .....	8
3.9	NOT USED .....	8
3.10	MDOT's Rights.....	8
<b>4</b>	<b>Proposal Delivery, Content and Format, and Price Proposal Instructions .....</b>	<b>9</b>
4.1	Proposal Submittal Requirements .....	9
4.1.1	Due Date, Time, and Location .....	9
4.1.2	Delivery Format.....	9
4.2	Proposal Disqualification .....	9
4.3	Proposal Format and Content.....	10
4.3.1	NOT USED .....	10
4.3.2	Format.....	10
4.3.3	Content and Evaluation Factors.....	10
4.3.4	Project Team Qualifications .....	11
4.4	Price Proposal .....	12

4.4.1	Eligible Costs .....	12
4.4.2	Ineligible Costs.....	13
4.4.3	Price Proposal Format.....	13
<b>5</b>	<b>Proposal Evaluation Process .....</b>	<b>15</b>
5.1	General.....	15
5.2	Evaluation Process .....	15
5.2.1	Responsiveness Review .....	15
5.2.2	Evaluation Criteria .....	15
<b>6</b>	<b>Proposal Documents; Contract Award and Approval; Stipends.....</b>	<b>18</b>
6.1	Proposal Documents.....	18
6.2	Contract Award and Execution .....	18
6.3	Debriefing .....	18
6.4	Stipends.....	18

## PROPOSAL FORMS

Form 1: PROJECT TEAM INFORMATION AND QUALIFICATIONS .....	F-1
Form 2: NEVI TECHNICAL PROPOSAL APPLICATION.....	F-7
Form 3: PRICE PROPOSAL .....	F-20
Form 4: PROJECT SCHEDULE .....	F-23
Form 5: REQUEST FOR PROPOSAL SUBMISSION CHECKLIST AND PROJECT COMPANY ASSURANCES .....	F-24
Form 6: PROJECT SITE OWNERSHIP/USAGE RIGHTS FORM .....	F-27
Form 7: UTILITY SUPPORT LETTER OF SERVICE.....	F-29

## EXHIBITS

EXHIBIT 1: PROJECT LOCATION MAP.....	E-1
EXHIBIT 2: PROJECT LOCATION TABLE.....	E-2
EXHIBIT 3: PREFERRED AND ELIGIBLE SITE LOCATION POLYGONS.....	E-4

# 1 Introduction and Summary

---

## 1.1 General Information

This Request for Proposals (RFP) is issued by the Michigan Department of Transportation (MDOT) for the National Electric Vehicle Infrastructure (NEVI) Round 2 Design-Build-Operate-Maintain Project (the Project) and hereby invites firms (Proposers, Project Company) along with their teams (Teaming Partners) 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 Instructions to Proposers (ITP) (including forms)
2. Book 1 (Contract Terms and Conditions)
3. Book 2 (Project Requirements)
4. Book 3 (Standards)
5. Reference Information Documents (RID)
  - a. Refer to the RID Index for access information and an outline of information provided

### 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](#) shows the 43 candidate NEVI Gaps for this Round 2 procurement. MDOT is seeking a minimum of one NEVI-compliant electric vehicle (EV) charging station within each Round 2 Gap to achieve a fully built-out NEVI network in Michigan. Each Gap contains “preferred” and “eligible” areas. Sites located within a preferred area will optimize the build out of MDOT’s Alternative Fuel Corridor (AFC) network and support MDOT’s ability to meet NEVI requirements. Sites located within an eligible area may be selected by MDOT but may require MDOT to deploy additional EV chargers to meet NEVI requirements. Sites located within a preferred area will receive preference as part of the evaluation criteria provided in Section 5. See the [Michigan NEVI Planning Map](#) for additional information and detail regarding preferred and eligible areas.

Exhibit 1 depicts a map of each Gap that the State is seeking the deployment of NEVI-compliant charging infrastructure, Exhibit 2 is a table of Gap locations, and Exhibit 3 lists the preferred and eligible site polygon locations. Each Proposal shall include a maximum of one NEVI site per Proposal. A Proposer may submit multiple Proposals within a single Gap. A Proposer may submit separate Proposals within multiple Gaps.

## 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 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
  1. Provide a safe Project area for the traveling public and workers during execution of the Project.
  2. 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.

## **1.3 Procurement Method**

MDOT is using a one-step process to select a design-build-operate-maintain contractor (Project Company) to deliver the Project. 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 Revised Price Proposal submittal. MDOT has the right to defer issuance of award for up to 90 Days after the Revised Price Proposal submittal 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	November 20, 2024
Pre-Proposal Meeting (virtual)	December 3, 2024
Deadline for Proposers to Submit Questions (Q&A) on the RFP	December 6, 2024
Deadline for Proposers to Submit Agenda for One-on-One Meeting	December 6, 2024
One-on-One (Virtual) Meetings	January 6, 2025 – January 17, 2025
MDOT to Issue Response to Questions (Q&A)	January 24, 2025
Proposal Due at 1:00 pm Eastern Time Zone (ET)	February 7, 2025
Anticipated Notification of Selected Responsive Proposer(s)	April 2025
Revised Price Proposal Submittal Due by Selected Responsive Proposer(s)	June 2025



## 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](mailto:drostej@michigan.gov)

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

Jon Harden  
Innovative Contracting Unit  
425 W Ottawa Street  
Lansing, MI 48909  
E-mail: [hardenj2@michigan.gov](mailto:hardenj2@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 Teaming Partners at the One-on-One meeting. Each One-on-One meeting is limited to one hour and will be held virtually.

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 may offer any proposed Contract revisions, 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). Inquiries 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. Proposers can sign up for an [email notification list](#) for updates to this procurement and other MDOT Innovative Contracting projects.

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 Teaming Partners.

## 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 and time specified in Section 2 Table 2 1: Procurement Schedule. 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](mailto: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 3) 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 2 Design-Build-Operate-Maintain Project”

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

“(name of Proposer) – Gap ##, Proposal for MDOT DBOM Project”;

“Price Proposal for (name of Proposer) – Gap ##, Proposal for MDOT DBOM Project”;

Note: Gap numbers are provided on the [Michigan NEVI Planning Map](#). If a Proposer is submitting multiple applications for a single Gap 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).

The maximum allowable file size per email is 25MB.

### 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 3) 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: Project Team Information and Qualifications
  - i. Section 1: Organization and Contact Information
  - ii. Section 2: Teaming Partner Identification and Experience
  - iii. Section 3: Project Company Experience
  - iv. Section 4: Legal and Conflict of Interest
- B. Form 2: NEVI Technical Proposal Application
  - i. Section 1: NEVI Requirements
  - ii. Section 2: Project Approach
  - iii. Section 3: Site Location and Attributes
  - iv. Section 4: Equity
- C. Form 3: Price Proposal (*submitted as a separate PDF file*)
- D. Form 4: Project Schedule
- E. Form 5: RFP Submission Checklist and Project Company Assurances
- F. Form 6: Project Site Ownership/Usage Rights
- G. Form 7: Utility Support Letter of Service
- H. Other attachments:

- i. Site plan, including:
  - Location of proposed Electric Vehicle Supply Equipment (EVSE)
  - Designated EV charging spaces
  - Accessible Charging Station layout
  - Accessible route to on-site building
  - Physical safety and security features
  - Canopy [if applicable]
  - Space for future expansion [if applicable]
  - Pull-through spaces [if applicable]
- ii. Equipment specification sheet that includes relevant detail showing compliance with the [NEVI Standards and Requirements](#), including:
  - Make
  - Model Number
  - Maximum possible power capacity per port when all ports are in use
  - Power sharing capabilities
  - Connector type(s)
  - Payment capabilities
  - Interface
  - Communication protocol

Note: the EVSE make and model can be changed following Award (in accordance with Book 1, Section 13) as long as the EVSE meets the NEVI Standards and Requirements within the Contract Documents. Such a change would not affect the Contract Price.
- iii. Local business opportunity certifications [if applicable]
- iv. Additional supporting documents [if applicable]

#### **4.3.4 Project Team Qualifications**

The Proposer's Teaming Partners must be identified using Form 1: Project Team Information and Qualifications. Project Companies or Teaming Partners prequalified in the NEVI Round 1 procurement are not prequalified for Round 2 and must resubmit all qualification material requested in Form 1.

Project Companies may change Teaming Partners following award but will be required to resubmit Form 1 with updated Teaming Partner information for written approval by MDOT. To qualify for MDOT approval, the written request must document that the proposed Teaming Partner removal, replacement or addition will satisfy the Teaming Partner requirements provided in the the RFP. MDOT will use the criteria specified in Form 1 to evaluate all requests.

## 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 3.

### 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 for shipping items related to a Charging Station.
- K. Costs to meet Americans with Disabilities Act of 1990 (ADA) requirements.
- L. Costs to purchase proprietary adapters.
- M. Costs to install signage at site.
- N. Costs for site amenities (e.g., lighting, canopy).
- O. Costs for workforce development activities, such as Electric Vehicle Infrastructure Training Program (EVITP) certification.
- P. Costs for property lease.
- Q. Costs for bonding and insurance.
- R. 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, 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 3. This is referred to herein as the “Proposal Price” and shall be provided in a complete Form 3, 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 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 with an itemized breakdown of costs (equipment, labor, etc.) to both the MDOT Innovative Contracting Project Manager and the Project Company that includes all Utility Infrastructure Costs. 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 3, Price Proposal. Once amended, the Price Proposal (Form 3) will sum to the Total Eligible Cost. The Project Company will submit the Revised Proposal that includes the Utility Infrastructure Costs as provided by the Electric Distribution Utility. No other edits to the Price Proposal will be allowed as part of the Revised Price Proposal submittal. If a Project Company receives a utility rebate, the Project Company must apply the rebate wholly towards the Project Company Share of the Total Eligible Cost. The Project Company must submit the amended Form 3 (Revised Price Proposal) 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 Teaming Partners of the Project Company listed in the Proposal.
- C. The Price Proposal is submitted using Form 3.

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 Round 2 Gap information provided in Exhibit 1, 2, and 3. Proposals will be evaluated against those submitted within the same Gap. 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
<b>1</b>	<b>Project Readiness</b>		<b>Pass/Fail</b>
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
1.3	Team Qualifications	Ability to meet minimum qualifications	Pass/Fail
<b>2</b>	<b>Project Approach</b>		<b>15</b>
2.1	Design and Construction	<ul style="list-style-type: none"> <li>- Project planning, design, permitting, Governmental approvals</li> <li>- Site development, contamination/remediation, risks/challenges, construction process</li> <li>- Utility Coordination, upgrades, and site activation&amp;</li> <li>- 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</li> </ul>	7.5
2.2	Operations and Maintenance	<ul style="list-style-type: none"> <li>- Operations and maintenance plan and ability to meet uptime and data sharing requirements</li> <li>- Software and applicable user friendliness and data sharing capabilities</li> </ul>	7.5
<b>3</b>	<b>Site Location and Attributes</b>		<b>50</b>
3.1	Site and Charger Location	<ul style="list-style-type: none"> <li>- Site located within a preferred or eligible polygon as identified on the Michigan NEVI Planning Map</li> <li>- Charger location within the site, ease of access, and wayfinding (onsite and offsite)</li> </ul>	15
3.2	Site Amenities	<ul style="list-style-type: none"> <li>- Type of amenities provided (e.g., restrooms, food, benches/tables)</li> <li>- Availability of amenities (e.g., available 24/7, during business hours)</li> <li>- Access from the Charging Station to the amenities (e.g., on-site vs adjacent, ease of access, safe access, route accessibility)</li> <li>- Presence of physical safety and security features (e.g., camera monitoring, canopy, line of sight from roadway)</li> </ul>	25

ID	Category	Points will be awarded based on the following:	Points Possible
3.3	Other Site Attributes	<u>Future Proof</u> - Ability to add charger power capacity, stub-ups for future expansion, pull-through access, multiple accessible spaces, and/or charger port quantity and types	10
		<u>Sustainability and Resiliency</u> - If the Charging Station is powered by a renewable energy system (e.g., on-site or through a power purchase agreement) - If the Charging Station utilizes on-site clean energy storage to reduce grid demand or operate for a period of time during a power outage	
<b>4</b>	<b>Equity</b>		<b>10</b>
4.1	Equity	<ul style="list-style-type: none"> <li>- If the proposed site is in a Justice40 “Disadvantaged Community”</li> <li>- If the Proposer is engaging in inclusive and equitable community engagement</li> <li>- If the Proposer is using workforce that includes individuals from disadvantaged communities as defined by federal or state government</li> <li>- If the Project is providing other benefits to underserved and disadvantaged communities</li> </ul>	10
<b>5</b>	<b>Cost</b>		<b>25</b>
5.1	Price Proposal Amount	Cost score = (low Total Funds Requested for subject gap/Total Funds Requested)*25	25
<b>6</b>	<b>Evaluation Score</b>		<b>100</b>

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

---

### **6.1 Proposal Documents**

The selected Proposer shall retain Proposal Documents (PD) 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 with the Project Company. The DBOM supplemental contract documents are provided in the RID.

### **6.3 Debriefing**

Within 60 Days after execution of the Contract for the subject Gap that the Proposal was submitted for, 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: PROJECT TEAM INFORMATION AND QUALIFICATIONS**

This form shall be used to define the Project Company, Teaming Partners, team structure, and the Project Company's ability to meet the minimum qualifications.

Any Project Companies pre-qualified as part of Round 1 of NEVI Procurement must resubmit all qualifications to be eligible for selection.

**Section 1: Organization and Contact Information**

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

Project Company:	
Project Company Address:	
Business Type: (corporation, partnership, joint venture, limited liability company, etc.)	
Will this be the entity responsible for contracting with MDOT? If not, please explain.	
Will this be the entity responsible for contracting with all of the Project Company's Teaming Partners? 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:	

**Section 2: Teaming Partner Identification and Qualifications**

The Project Company must complete the following table to provide the role of each Project Company Teaming Partner, qualifications of the team that includes, at a minimum, the roles and capabilities to meet the required qualifications and experience. Where Teaming Partners are applying to perform more than one of these roles, their qualifications should be presented separately for each role.

<b>Table 2A: Required Qualifications and Experience</b>			
<b>Role</b>	<b>Lead Organization</b>	<b>Required Qualifications and Experience</b>	<b>Response</b>
Site Host		<ul style="list-style-type: none"> <li>Is a public, private, non-profit, or other entity that owns/operates the property where publicly accessible EVSE will be installed.</li> <li>Locally staffed to readily address any EVSE related issues.</li> </ul>	
Electric Distribution Utility		<ul style="list-style-type: none"> <li>Provides the reliability of service and ability to provide interconnection services that meet the power requirements of the NEVI program.</li> </ul>	
Site Design <i>*Requires proof of P.E. License</i>		<ul style="list-style-type: none"> <li>Minimum of one Professional Engineer (P.E.) Licensed in Michigan.</li> <li>Experience designing and permitting at least five 50 kW or higher EVSE that are now operational.</li> </ul>	

<b>Table 2A: Required Qualifications and Experience</b>			
<b>Role</b>	<b>Lead Organization</b>	<b>Required Qualifications and Experience</b>	<b>Response</b>
EVSE (Hardware)		<ul style="list-style-type: none"> <li>• Ability to provide EVSE equipment that meets the NEVI requirements.</li> <li>• At least ten 50 kW or higher EVSE commissioned in the past two years that are still operational.</li> </ul>	
Installer / Electrical Contractor <i>*Requires proof of EVITP Certification</i>		<ul style="list-style-type: none"> <li>• At least five 50 kW or higher EVSE commissioned in the past two years that are still operational.</li> <li>• At least one licensed electrician / electrical contractor that has EVITP or similar certification.</li> </ul>	
Charging Network Provider (Software)		<ul style="list-style-type: none"> <li>• Minimum two years of experience providing the required software functionality, online connectivity, secure payment processing, and data sharing.</li> </ul>	
Operations & Maintenance Provider		<ul style="list-style-type: none"> <li>• Experience providing EVSE O&amp;M for at least five 50 kW or higher EVSE for at least the past 12-months.</li> </ul>	

\*Project Companies must submit proof of a Michigan P.E. license from the Site Designer and proof of EVITP certification from Installer / Electrical Contractor.



**Section 3: Project Company Experience**

Complete the following table to describe at least two but a maximum of four EV charging infrastructure projects at least one Teaming Partner has managed, and/or designed, and/or constructed, and/or operated and maintained. All projects must have been installed within the last five years. List Michigan installations first, then other installations in the United States. Cite projects with scope comparable to that anticipated for the Project. MDOT may elect to use the information provided in Table 3A as a reference check.

<b>Table 3A: Project Company Experience</b>									
Teaming Partner(s)	Role(s)	Contact Information	Location	Site Design Start Date	EVSE Operational Start Date	Number of Charging Ports	Power Level(s) (kW)	Charger Uptime % Over Past Six Months	Other Relevant Information

## **Section 4: Legal and Conflict of Interest**

### **Legal Structure**

In accordance with the [Michigan Business Corporation Act](#) and the [Michigan Nonprofit Corporations Act](#), all foreign and domestic vendors seeking to provide services to the department must be able to supply proof of registration with the Michigan Department of Licensing and Regulatory Affairs (LARA). (i) Attach to the Proposal complete copies of the organizational documents that allow, or would allow by the time of contract award, the Project Company and Teaming Partners to conduct business in the State of Michigan. The documents must contain the Identification Number provided by LARA.

Contract(s) resulting from this RFP will include federal funds, therefore, must conform to requirements of applicable law, regulations and policies in accordance with FHWA-1273 (provided in Book 1, Exhibit 1-D).

### **Conflict of Interest**

The Project Company shall accept responsibility for being aware of the requirements of 23 CFR 636.116 and include a full disclosure of all potential organizational conflicts of interest in the Proposal.

The Project Company shall complete a Conflict-of-Interest Statement (provided below) certifying that they have read and understand MDOT's policy regarding conflict of interest and the CFR and that each Teaming Partner has done the same. The Project Company shall certify that they and each Teaming Partner have no conflict of interest with the Project. If there is a conflict with the Project, then the Project Company must describe the conflict.

The Project Company agrees that, if after award, an organizational conflict of interest is discovered, the Project Company shall make an immediate and full written disclosure to MDOT that includes a description of the action that the Project Company has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MDOT may, at its discretion, cancel the contract for the Project. If the Project Company was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MDOT, MDOT may terminate the contract for default.

**Conflict of Interest Disclosure**

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

The PROJECT COMPANY, its Teaming Partners, 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 Teaming Partners 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. “Teaming Partner” 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 Teaming Partners, 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 Teaming Partners, and its Affiliates agree to disclose to the DEPARTMENT, in writing, all other interests that the PROJECT COMPANY, its Teaming Partners, 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 Teaming Partners, and its Affiliates, in writing. If the PROJECT COMPANY, its Teaming Partners, 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 2: NEVI TECHNICAL PROPOSAL APPLICATION****Section 1: NEVI Requirements**

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.

<b>1.1 – <u>NEVI Standards and Requirements</u></b>		
<b>CFR Section</b>	<b>NEVI Standards and Requirements Section Title</b>	<b>Subsection</b>
<a href="#"><u>§ 680.106</u></a>	Installation, operation, and maintenance by qualified technicians of electric vehicle charging infrastructure	a) Procurement process b) Number of charging ports c) Connector type d) Power level availability e) Availability f) Payment methods g) Equipment certification h) Security (physical & cyber) i) Long-term stewardship j) Qualified technician k) Customer service l) Customer data privacy m) Use of program income
<a href="#"><u>§ 680.108</u></a>	Interoperability of electric vehicle charging infrastructure	a) Charger-to-EV communication b) Charger-to-Charger-Network Communication c) Charger-Network-to-Charging-Network Communication d) Network switching capability
<a href="#"><u>§ 680.110</u></a>	Traffic control devices or on-premises signs acquired, installed, or operated	a) Manual on Uniform Traffic Control Devices for Streets and Highways b) On-premises signs

<b>1.1 – <u>NEVI Standards and Requirements</u></b>		
<b>CFR Section</b>	<b>NEVI Standards and Requirements Section Title</b>	<b>Subsection</b>
<a href="#"><u>§ 680.112</u></a>	Data submittal	<ul style="list-style-type: none"> <li>a) Quarterly data submittal</li> <li>b) Annual data submittal</li> <li>c) One-time data submittal</li> <li>d) Community engagement outcomes report</li> </ul>
<a href="#"><u>§ 680.114</u></a>	Charging network connectivity of electric vehicle charging infrastructure	<ul style="list-style-type: none"> <li>a) Charger-to-charger-network communication</li> <li>b) Interoperability</li> <li>c) Charging-network-to-charging-network communication</li> <li>d) Charging-network-to-grid communication</li> <li>e) Disrupted network connectivity</li> </ul>
<a href="#"><u>§ 680.116</u></a>	Information on publicly available electric vehicle charging infrastructure locations, pricing, real time availability, and accessibility through mapping	<ul style="list-style-type: none"> <li>a) Communication of price</li> <li>b) Minimum uptime</li> <li>c) Third-party data sharing</li> </ul>
<a href="#"><u>§ 680.118</u></a>	Other Federal requirements	<ul style="list-style-type: none"> <li>a) Build America, Buy America</li> <li>b) Davis Bacon Federal Wage Rate</li> <li>c) The American with Disabilities Act of 1990 (ADA)</li> <li>d) Title VI of the Civil Rights Act of 1964</li> <li>e) Title VIII of the Civil Rights Act of 1968</li> <li>f) DBE program does not apply to the NEVI Formula Funds</li> <li>g) The Uniform Relocation Assistance and Real Property Acquisition Act</li> <li>h) The National Environmental Policy Act of 1969 (NEPA)</li> </ul>

<b>1.2 – Meeting NEVI Standards and Requirements</b>			
	Requirement	Yes / No	Explanation
1	The Proposal meets all NEVI Standards and Requirements listed in 1.1 –NEVI Standards and Requirements		

<b>1.3 – Additional NEVI Requirements</b>		
	Requirement	Yes / No
1	<p>The proposed site location is no more than one mile driving distance from nearest designated Alternative Fuel Corridor offramp.</p> <p>If this distance requirement is not met for reasons related to grid capacity, geography, equity, or extraordinary cost, please fill out and attach the <a href="#">Exception Template</a>. 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.</p>	
2	The proposed project has at least one parking space that is ADA compliant based on <a href="#">the U.S. Access Board’s Design Recommendations for Accessible Electric Vehicle Charging Stations</a> .	
3	The applicant agrees to register for a State of Michigan <a href="#">SIGMA Vendor Self Service Account</a> following Award.	
4	The applicant agrees to adhere to the relevant regulations and permitting processes of the Authority Having Jurisdiction over the site.	
5	The applicant agrees to further project review by MDOT to ensure compliance with the NEPA, the Council on Environmental Quality's NEPA implementing regulations, and applicable agency NEPA procedures.	
6	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 <a href="#">Eligible Network Providers</a> who have already agreed to these terms).	

<b>1.4 – Site Installation Hardware and Software</b> <i>(Use the description column to identify if any existing chargers are being utilized)</i>	
	Description
Charger Manufacturer	
Charger Model Number	
Number of chargers	
Number of ports per charger	
Power output per port (kW)	
Simultaneous charging ability? (Yes/No)	
If “Yes” to simultaneous charging ability: Power output per port while simultaneously charging (kW)	
Does the charger utilize on-site energy storage? (Yes/No)	
If “Yes” to on-site energy storage: What is the capacity (kWh)?	
Does the proposed site have any electric distribution utility power capacity constraint limiting the choice of charger model? (Yes/No)	
If “Yes” to power capacity constraint: What is the power capacity constraint?	
List charger connector type(s)	
Charging Network	
Does the proposed charger meet all requirements of this request for proposals? (Yes or No)	

<b>1.5 – Project Site Ownership/Usage Rights</b>	
	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?	

### 1.5 – Project Site Ownership/Usage Rights

If the relevant property right for the Site is based on a Lease Agreement, does the term of Lease Agreement have less than seven (7) 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	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?	



**2.1 – Design & Construction Approach**

5	Identify potential risks during the Design and Construction phase and the risk mitigation measures that will be used by the Project Company.	
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	Describe what mechanisms are available to customers to report outages, malfunctions, and other issues with charging infrastructure.	
2	Describe the Project Company's plan to meet the NEVI uptime requirement of greater than 97% annually for five years.	
3	Describe how the Project Company communicates to the public when a charger is offline or not available for use.	

<b>2.2 - Operation and Maintenance Approach</b>		
4	Identify potential risks during the Operation and Maintenance phase and the risk mitigation measures that will be used by the Project Company.	
5	Describe what will be done to acquire and provide the necessary data to ensure accuracy, consistency, and timeliness of reporting obligations.	
6	What is the EVSE manufacturer's warranty and support period for parts and software updates?	
7	What is the distance (in miles) your workforce must travel for 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 charging stations, and amenities. Responses must not exceed 250 words per question.

<b>3.1 – Site and Charger Location</b>	
	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	
NEVI Round 2 Gap #	
Is the site located within a preferred or eligible polygon as identified on the <a href="#">Michigan NEVI Planning Map</a> ?	<input type="checkbox"/> Preferred <input type="checkbox"/> Eligible
Will the entire project occur within an existing parking lot, paved area, previously disturbed area, or maintained (periodically mowed) lawn?	<input type="checkbox"/> Yes <input type="checkbox"/> No, please explain:
Are any tree removals required for the installation of the Charging Station?	<input type="checkbox"/> No <input type="checkbox"/> Yes, please explain:
Is any site clearing required for the installation of the Charging Station?	<input type="checkbox"/> No <input type="checkbox"/> Yes, please explain:

3.1 – Site and Charger Location	
	Description
Describe the off-site wayfinding for vehicles from the interchange of the AFC corridor off-ramp to the proposed site.	
Describe the site improvements needed with the proposed charging station to ensure the Site is compliant with the US Access Board Design Recommendations for Accessible Electric Vehicle Charging Stations.	

3.2 - Site Amenities		
Amenity	Yes/No	Description*
Lighting at charging site ( <i>required</i> )		<input type="checkbox"/> Existing lighting <input type="checkbox"/> Proposed lighting
Access to restrooms at the site (use description to identify hours that restrooms are available)		Bathroom availability: <input type="checkbox"/> 24 hours <input type="checkbox"/> Between 18 and 23 hours <input type="checkbox"/> Less than 18 hours
Security cameras covering the charging site		
Canopy covering charging location <i>If “Yes” canopy must be shown on Site Plan</i>		

3.2 - Site Amenities		
Amenity	Yes/No	Description*
Availability of on-site staff that can provide general assistance to charging station users		
Availability of food on-site (use description to identify type of food provided)		On-site Food availability: <input type="checkbox"/> Convenience store <input type="checkbox"/> Fast food <input type="checkbox"/> Restaurant <input type="checkbox"/> Other: _____
Availability of food within 0.25 miles of the site (use description to list specific off-site food establishments)		
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 (use description to list shopping establishments)		
Access to recreation within 0.25 miles of the site		

<b>3.2 - Site Amenities</b>		
<b>Amenity</b>	<b>Yes/No</b>	<b>Description*</b>
Are there existing DC fast chargers on-site? (if yes, describe number of charges, power levels, and plan for chargers if site is selected)		
Are there existing Level 2 Alternating Current (AC) chargers on-site? (if yes, describe number of charges, power levels, and plan for chargers if site is selected)		
For other amenities not listed above; use space below to name and describe the amenities)		
Other amenity #1		
Other amenity #2		
Other amenity #3		
Other amenity #4		
Other amenity #5		

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

3.3 – Other Site Attributes	
Future Proofing	Description
Describe features of the site that provide future proofing capabilities.	<input type="checkbox"/> Additional underground infrastructure capacity <input type="checkbox"/> Exceeding the number of required charging ports <input type="checkbox"/> Modular charger <input type="checkbox"/> Pull-through access <input type="checkbox"/> Additional charger connector types <input type="checkbox"/> More than one accessible charging space <input type="checkbox"/> Other: _____ Description:
Sustainability and Resiliency	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 any environmental best practices being used during D&C and/or O&M.	
Identify and describe any on-site clean energy storage to reduce grid demand.	

**Section 4: Equity**

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

4.1 – Equity	
Question	Description
What percentage of the workforce will be from disadvantaged communities (see Disadvantaged Communities layer on the <a href="#">Michigan NEVI Planning Map</a> )?	
Is the Proposed site in a Justice40 “Disadvantaged Community”? (see Disadvantaged Communities layer on the <a href="#">Michigan NEVI Planning Map</a> )	<input type="checkbox"/> Yes <input type="checkbox"/> No
What are your plans for community engagement?	
What other benefits or workforce development does your project provide to underserved and disadvantaged communities?	



### **FORM 3: 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 the timely obtaining of 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.
  - i. Note: Utility Infrastructure costs will be incorporated into a Revised Price Proposal submittal after notification of selection and prior to award.
- 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 into a Revised Price Proposal submittal 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 2 Price Proposal

Applicant Name:

Site Address:

#### Project Development, Construction Costs, Installation Costs, O&M: Itemize by Major

Category	Description of Services	Eligible Costs (\$)
<u>Site Preparation and Construction</u>		
<u>Engineering</u>		
<u>Permitting</u>		
<u>O&amp;M Year 1</u>		
<u>O&amp;M Year 2</u>		
<u>O&amp;M Year 3</u>		
<u>O&amp;M Year 4</u>		
<u>O&amp;M Year 5</u>		

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

**FORM 4: PROJECT SCHEDULE****Design-Build-Operate-Maintain Schedule**

Phase	Milestone	Completion Date (MM/YY)
<b>Anticipated Award</b>	Notice to Proceed	June 1, 2025
<b>Pre-Construction</b>	All approvals needed to begin construction	
	100% Plan Submittal	
<b>Construction and Installation</b>	Construction kickoff	
	Substantial construction completion	
	Final Construction Acceptance / Commissioning (available for public use)	
<b>O&amp;M</b>	First Quarterly Data Submittals	
	End of O&M Period (Final Acceptance)	

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

The NEVI Round 2 Proposal Checklist is to assist the Project Company ensuring 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 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 may be rejected.**

<b>NEVI Round 2 RFP Project Company Checklist</b>	
	<b>Forms</b> Completed Forms 1-7, including this signed Project Company Checklist.
	<b>Site Plan</b> 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.
	<b>Equipment Specification Sheet</b> 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, and communication protocol.
	<b>Electrician Certification</b> 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.
	<b>P.E. License of Design Lead</b> Please attach a copy of the Michigan P.E. license of the design lead.
	<b>Legal Structure</b> See Form 1 Section D: <div style="padding-left: 40px;">Complete copies of the Project Company organizational documents that contain the Identification Number provided by Michigan's Licencing and Regulatory Affairs (LARA).</div>

## 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 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 Teaming Partners 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: PROJECT SITE OWNERSHIP/USAGE RIGHTS FORM****INSTRUCTIONS**

- (a) Submit one copy of this Form 6 for the Michigan NEVI candidate site selected by the Proposer.

Submit ONE (1) of the following:

- (i) A current property tax bill for the proposed property
  - (ii) The original deed, deed of trust to the property, or official record
  - (iii) Mortgage payment booklet/Mortgage Letter
  - (iv) Contract for Deed
  - (v) Land Instalment Contract
  - (vi) Quitclaim Deed
- (b) Submit a signed Site Host Letter of Intent in the form of Form 6 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
- (c) 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.



**FORM 6 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 2 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 7: UTILITY SUPPORT LETTER OF SERVICE****INSTRUCTIONS**

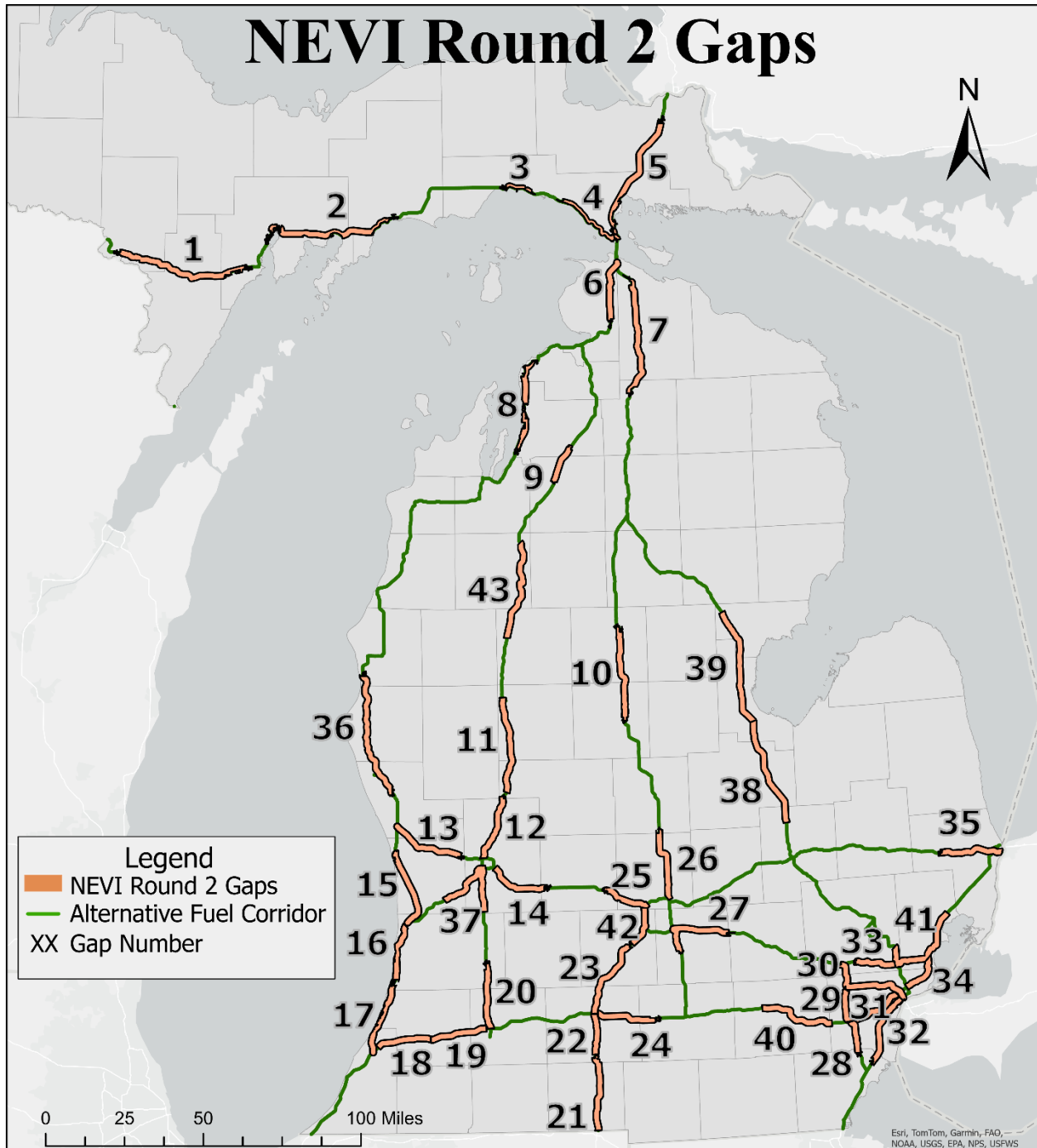
- (a) Submit one copy of this Form 7 for the Michigan NEVI candidate site selected by the Proposer.

Submit with this Form 7 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.

## Exhibit 1: Project Location Map

Online version: [Michigan NEVI Planning Map](#)



**Exhibit 2: Project Location Table**

<b>Gap</b>	<b>Corridor(s)</b>	<b>Counties</b>
1	US-2	Delta, Dickinson, Menominee
2	US-2	Delta, Schoolcraft
3	US-2	Mackinac
4	US-2	Mackinac, Schoolcraft
5	I-75	Dafer, Kinross, Moran, Rudyard, St Ignace
6	US-31	Cheboygan, Emmet
7	I-75	Cheboygan, Otsego
8	US-31	Antrim, Charlevoix, Grand Traverse
9	US-131	Antrim, Emmet, Grand Traverse, Kalkaska, Wexford
10	US-127	Clare, Isabella
11	US-131	Mecosta, Montcalm
12	US-131	Kent, Montcalm, Newaygo
13	I-96	Muskegon, Ottawa
14	I-96	Ionia, Kent
15	US-31	Allegan, Ottawa
16	I-196	Allegan
17	I-196	Allegan, Berrien, Van Buren
18	I-94	Berrien, Van Buren
19	I-94	Kalamazoo, Van Buren
20	US-131	Allegan, Kalamazoo
21	I-69	Branch, Calhoun
22	I-69	Calhoun
23	I-69	Calhoun, Eaton
24	I-94	Calhoun, Jackson
25	I-96, I-69	Clinton, Ionia
26	US-127	Clinton
27	I-96, US-127	Ingham
28	I-275	Monroe, Wayne
29	I-275	Wayne
30	I-96, I-275	Oakland, Wayne
31	I-94	Wayne
32	I-75	Monroe, Wayne
33	I-696	Macomb, Oakland
34	I-94	Macomb, Wayne
35	I-69	St. Clair
36	US-31	Mason, Muskegon, Oceana
37	US-131, I-196	Kent, Ottawa

Gap	Corridor(s)	Counties
38	I-75	Bay, Genesee, Saginaw
39	I-75	Arenac, Bay
40	I-94	Washtenaw, Wayne
41	I-94, I-696, I-75	Macomb, Oakland
42	I-69	Eaton
43	US-131	Osceola, Wexford

**Exhibit 3: Preferred and Eligible Site Location Polygons**

Gap	Corridor	Exit	Preference
1	US-2	Non-Limited Access	Preferred
2	US-2	Non-Limited Access	Preferred
3	US-2	Non-Limited Access	Preferred
4	US-2	Non-Limited Access	Eligible
4	US-2	Non-Limited Access	Preferred
5	I-75	Exit 343	Preferred
5	I-75	Exit 344	Preferred
5	I-75	Exit 345	Preferred
5	I-75	Exit 348	Preferred
5	I-75	Exit 352	Preferred
5	I-75	Exit 359	Preferred
5	I-75	Exit 373	Eligible
5	I-75	Exit 378	Eligible
5	I-75	Exit 379	Eligible
6	US-31	Non-Limited Access	Preferred
7	I-75	Exit 290	Preferred
7	I-75	Exit 301	Preferred
7	I-75	Exit 310	Preferred
7	I-75	Exit 313	Preferred
7	I-75	Exit 322	Preferred
7	I-75	Exit 326	Preferred
8	US-31	Non-Limited Access	Eligible
8	US-31	Non-Limited Access	Preferred
9	US-131	Exit 191	Eligible
9	US-131	Non-Limited Access	Eligible
9	US-131	Non-Limited Access	Preferred
10	US-127	Exit 143	Eligible
10	US-127	Exit 149	Preferred
10	US-127	Exit 160	Preferred
10	US-127	Exit 168	Preferred
10	US-127	Exit 170	Preferred
10	US-127	Exit 176	Preferred
11	US-131	Exit 118	Preferred
11	US-131	Exit 120	Preferred
11	US-131	Exit 125	Preferred
11	US-131	Exit 131	Preferred
11	US-131	Exit 139	Preferred
11	US-131	Exit 142	Preferred

Gap	Corridor	Exit	Preference
11	US-131	Exit 114	Preferred
12	US-131	Exit 91	Preferred
12	US-131	Exit 95	Preferred
12	US-131	Exit 97	Preferred
12	US-131	Exit 101	Preferred
12	US-131	Exit 104	Preferred
12	US-131	Exit 110	Preferred
13	I-96	Exit 1	Preferred
13	I-96	Exit 4	Preferred
13	I-96	Exit 5	Preferred
13	I-96	Exit 9	Preferred
13	I-96	Exit 10	Preferred
13	I-96	Exit 16	Preferred
13	I-96	Exit 19	Preferred
13	I-96	Exit 23	Preferred
14	I-96	Exit 38	Preferred
14	I-96	Exit 39	Preferred
14	I-96	Exit 40	Preferred
14	I-96	Exit 43	Preferred
14	I-96	Exit 52	Preferred
14	I-96	Exit 59	Eligible
14	I-96	Exit 64	Eligible
15	US-31	MM 50	Preferred
15	US-31	MM 51	Preferred
15	US-31	Non-Limited Access	Preferred
15	US-31	Exit 47	Preferred
15	US-31	Exit 104	Eligible
16	I-196	Exit 26	Preferred
16	I-196	Exit 30	Preferred
16	I-196	Exit 34	Preferred
16	I-196	Exit 36	Preferred
16	I-196	Exit 41	Preferred
17	I-196	Exit 1	Preferred
17	I-196	Exit 4	Preferred
17	I-196	Exit 7	Preferred
17	I-196	Exit 13	Preferred
17	I-196	Exit 18	Preferred
17	I-196	Exit 20	Preferred
17	I-196	Exit 22	Preferred
18	I-94	Exit 39	Preferred

Gap	Corridor	Exit	Preference
18	I-94	Exit 41	Preferred
18	I-94	Exit 46	Preferred
18	I-94	Exit 52	Preferred
19	I-94	Exit 56	Preferred
19	I-94	Exit 60	Preferred
19	I-94	Exit 66	Preferred
19	I-94	Exit 72	Preferred
20	US-131	Exit 36	Preferred
20	US-131	Exit 38	Preferred
20	US-131	Exit 44	Preferred
20	US-131	Exit 49	Preferred
20	US-131	Exit 50	Preferred
20	US-131	Exit 55	Preferred
21	I-69	Exit 3	Preferred
21	I-69	Exit 10	Preferred
21	I-69	Exit 13	Preferred
21	I-69	Exit 16	Preferred
21	I-69	Exit 23	Preferred
22	I-69	Exit 25	Preferred
22	I-69	Exit 32	Preferred
22	I-69	Exit 36	Preferred
23	I-69	Exit 42	Preferred
23	I-69	Exit 48	Preferred
23	I-69	Exit 51	Preferred
23	I-69	Exit 57	Eligible
23	I-69	Exit 60	Eligible
23	I-69	Exit 61	Eligible
23	I-69	Exit 66	Eligible
24	I-94	Exit 110	Preferred
24	I-94	Exit 112	Preferred
24	I-94	Exit 115	Preferred
24	I-94	Exit 119	Preferred
24	I-94	Exit 121	Preferred
24	I-94	Exit 124	Preferred
24	I-94	Exit 127	Preferred
24	I-94	Exit 128	Preferred
24	I-94	Exit 130	Preferred
25	I-96	Exit 67	Eligible
25	I-96	Exit 73	Eligible
25	I-96	Exit 76	Preferred



Gap	Corridor	Exit	Preference
25	I-96	Exit 77	Preferred
25	I-96	Exit 86	Preferred
25	I-96	Exit 84	Preferred
25	I-69	Exit 81	Preferred
25	I-69	Exit 84	Preferred
25	I-69	Exit 85	Preferred
25	I-69	Exit 87	Preferred
25	I-96	Exit 90	Preferred
26	US-127	Exit 86	Preferred
26	US-127	Exit 91	Preferred
26	US-127	Exit 96	Preferred
26	US-127	Exit 99	Preferred
27	I-96	Exit 110	Preferred
27	I-96	Exit 117	Preferred
27	I-96	Exit 122	Preferred
27	US-127	Exit 64	Preferred
27	US-127	Exit 66	Preferred
27	US-127	Exit 70	Preferred
28	I-275	Exit 8	Preferred
28	I-275	Exit 11	Preferred
28	I-275	Exit 13	Preferred
28	I-275	Exit 15	Preferred
29	I-275	Exit 20	Preferred
29	I-275	Exit 22	Preferred
29	I-275	Exit 25	Preferred
29	I-275	Exit 28	Preferred
30	I-96	Exit 173	Preferred
30	I-96	Exit 174	Preferred
30	I-96	Exit 175	Preferred
30	I-96	Exit 176	Preferred
30	I-96	Exit 177	Preferred
30	I-96	Exit 178	Preferred
30	I-96	Exit 179	Preferred
30	I-96	Exit 180	Preferred
30	I-96	Exit 182	Preferred
30	I-96	Exit 185	Preferred
30	I-96	Exit 186	Preferred
30	I-96	Exit 187	Preferred
30	I-96	Exit 188	Preferred
30	I-96	Exit 189	Preferred

Gap	Corridor	Exit	Preference
30	I-96	Exit 190	Preferred
30	I-96	Exit 191	Preferred
30	I-275	Exit 167	Preferred
30	I-275	Exit 169	Preferred
30	I-275	Exit 170	Preferred
30	I-96	Exit 184	Preferred
31	I-94	Exit 194	Preferred
31	I-94	Exit 196	Preferred
31	I-94	Exit 198	Preferred
31	I-94	Exit 199	Preferred
31	I-94	Exit 200	Preferred
31	I-94	Exit 202	Preferred
31	I-94	Exit 204	Preferred
31	I-94	Exit 206	Preferred
31	I-94	Exit 208	Preferred
31	I-94	Exit 209	Preferred
31	I-94	Exit 210	Preferred
31	I-94	Exit 210B	Preferred
31	I-94	Exit 211A	Preferred
31	I-94	Exit 211B	Preferred
31	I-94	Exit 212A	Preferred
31	I-94	Exit 212B	Preferred
32	I-75	Exit 26	Preferred
32	I-75	Exit 27	Preferred
32	I-75	Exit 29	Preferred
32	I-75	Exit 32	Preferred
32	I-75	Exit 34	Preferred
32	I-75	Exit 36	Preferred
32	I-75	Exit 37	Preferred
32	I-75	Exit 40	Preferred
32	I-75	Exit 41	Preferred
32	I-75	Exit 42	Preferred
32	I-75	Exit 43	Preferred
32	I-75	Exit 44	Preferred
32	I-75	Exit 45	Preferred
32	I-75	Exit 47	Preferred
33	I-696	Exit 5	Preferred
33	I-696	Exit 7	Preferred
33	I-696	Exit 10	Preferred
33	I-696	Exit 11	Preferred

Gap	Corridor	Exit	Preference
33	I-696	Exit 12	Preferred
33	I-696	Exit 13	Preferred
33	I-696	Exit 14	Preferred
33	I-696	Exit 16	Preferred
33	I-696	Exit 19	Preferred
33	I-696	Exit 20	Preferred
33	I-696	Exit 21	Preferred
33	I-696	Exit 22	Preferred
33	I-696	Exit 23	Preferred
33	I-696	Exit 24	Preferred
33	I-696	Exit 26	Eligible
33	I-696	Exit 27	Eligible
34	I-94	Exit 217	Preferred
34	I-94	Exit 218	Preferred
34	I-94	Exit 219	Preferred
34	I-94	Exit 220	Preferred
34	I-94	Exit 222	Preferred
34	I-94	Exit 223	Preferred
34	I-94	Exit 225	Preferred
34	I-94	Exit 227	Preferred
34	I-94	Exit 228	Preferred
34	I-94	Exit 222A	Preferred
34	I-94	Exit 224A	Preferred
34	I-94	Exit 224B	Preferred
35	I-69	Exit 184	Preferred
35	I-69	Exit 189	Preferred
35	I-69	Exit 194	Preferred
35	I-69	Exit 196	Preferred
36	US-31	Exit 121	Preferred
36	US-31	Exit 126	Preferred
36	US-31	Exit 128	Preferred
36	US-31	Exit 131	Preferred
36	US-31	Exit 136	Preferred
36	US-31	Exit 140	Preferred
36	US-31	Exit 144	Preferred
36	US-31	Exit 149	Preferred
36	US-31	Exit 154	Preferred
36	US-31	Exit 158	Preferred
37	I-196	Exit 62	Preferred
37	I-196	Exit 67	Preferred

Gap	Corridor	Exit	Preference
37	I-196	Exit 69	Preferred
37	I-196	Exit 70	Preferred
37	I-196	Exit 72	Preferred
37	I-196	Exit 73	Preferred
37	I-196	Exit 75	Preferred
37	I-196	Exit 76	Preferred
37	US-131	Exit 72	Preferred
37	US-131	Exit 74	Preferred
37	US-131	Exit 75	Preferred
37	US-131	Exit 76	Preferred
37	US-131	Exit 78	Preferred
37	US-131	Exit 79	Preferred
37	US-131	Exit 80	Preferred
37	US-131	Exit 81	Preferred
37	US-131	Exit 82	Preferred
37	US-131	Exit 83	Preferred
37	US-131	Exit 84	Preferred
37	US-131	Exit 85	Preferred
38	I-75	Exit 131	Preferred
38	I-75	Exit 136	Preferred
38	I-75	Exit 144	Preferred
38	I-75	Exit 149	Preferred
38	I-75	Exit 151	Preferred
38	I-75	Exit 153	Preferred
38	I-75	Exit 154	Preferred
38	I-75	Exit 160	Preferred
38	I-75	Exit 164	Preferred
39	I-75	Exit 168	Preferred
39	I-75	Exit 173	Preferred
39	I-75	Exit 181	Preferred
39	I-75	Exit 190	Eligible
39	I-75	Exit 195	Eligible
40	I-94	Exit 150	Eligible
40	I-94	Exit 153	Eligible
40	I-94	Exit 156	Eligible
40	I-94	Exit 157	Eligible
40	I-94	Exit 159	Eligible
40	I-94	Exit 162	Eligible
40	I-94	Exit 167	Preferred
40	I-94	Exit 169	Preferred

Gap	Corridor	Exit	Preference
40	I-94	Exit 172	Preferred
40	I-94	Exit 175	Preferred
40	I-94	Exit 177	Preferred
40	I-94	Exit 181	Preferred
40	I-94	Exit 183	Preferred
40	I-94	Exit 185	Preferred
40	I-94	Exit 186	Preferred
40	I-94	Exit 187	Preferred
40	I-94	Exit 190	Eligible
40	I-94	Exit 192	Eligible
41	I-696	Exit 19	Preferred
41	I-696	Exit 20	Preferred
41	I-696	Exit 21	Preferred
41	I-696	Exit 22	Preferred
41	I-696	Exit 23	Preferred
41	I-696	Exit 24	Preferred
41	I-696	Exit 26	Eligible
41	I-696	Exit 27	Eligible
41	I-75	Exit 62	Preferred
41	I-75	Exit 63	Preferred
41	I-75	Exit 65	Preferred
41	I-94	Exit 230	Preferred
41	I-94	Exit 231	Preferred
41	I-94	Exit 232	Preferred
41	I-94	Exit 234	Preferred
41	I-94	Exit 236	Preferred
41	I-94	Exit 237	Preferred
41	I-94	Exit 240	Preferred
41	I-94	Exit 241	Preferred
41	I-94	Exit 243	Preferred
42	I-69	Exit 66	Preferred
42	US-131	Exit 191	Preferred
42	I-69	Exit 70	Preferred
42	I-69	Exit 93	Preferred
43	US-131	Exit 168	Eligible
43	US-131	Exit 176	Eligible
43	US-131	Exit 177	Eligible
43	US-131	Exit 180	Eligible
43	US-131	Exit 183	Preferred

# **DESIGN-BUILD-OPERATE-MAINTAIN CONTRACT BOOK 1**

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**Statewide**  
**Design-Build-Operate-Maintain Project**

**National Electric Vehicle Infrastructure (NEVI)**  
**Round 2**

**Job Number: 221278**

**November 20, 2024**



# Table of Contents

<b>1</b>	<b>Contract Components; Interpretation of Contract Documents .....</b>	<b>1</b>
1.1	Certain Definitions .....	1
1.2	Contract Documents .....	1
1.3	Order of Precedence .....	1
1.4	Interpretations .....	1
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
<b>2</b>	<b>Obligations of Project Company.....</b>	<b>4</b>
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
<b>3</b>	<b>Information Supplied to Project Company; Responsibility for Design, Construction, Operations, and Maintenance; Disclaimer.....</b>	<b>10</b>
3.1	Information Supplied .....	10
3.2	Responsibility for Design, Construction, Operations, and Maintenance .....	10
3.3	Reliance on Specified RID Information .....	10
3.3.1	No Other Liability Regarding RID .....	10
3.3.2	No Representation or Warranty Regarding Basic Configuration and RID .....	10
3.4	Professional Licensing Laws .....	11
3.5	Certifications .....	11
<b>4</b>	<b>Time within Which Project shall be Completed; Scheduling.....</b>	<b>12</b>
4.1	Time of Essence .....	12
4.2	Notices to Proceed .....	12
4.2.1	Execution of Contract .....	12
4.2.2	Notice to Proceed .....	12

4.3	Completion Deadlines .....	12
4.3.1	Seasonal and Weather Considerations.....	12
4.3.2	Construction Work.....	12
4.4	Contract Schedule.....	12
4.5	Prerequisites for Start of Construction .....	13
4.6	NOT USED.....	13
4.7	Prerequisites for Starting Operations and Maintenance .....	13
<b>5</b>	<b>Control of Work .....</b>	<b>15</b>
5.1	Control and Coordination of Work.....	15
5.2	Safety and Health.....	15
5.3	Process to Be Followed for Discovery of Certain Site Conditions.....	15
5.3.1	Discovery of Certain Site Conditions.....	15
5.3.2	Further Investigation & Remediation Work .....	15
5.3.3	Recommence Work.....	15
5.3.4	Alternative Procedure.....	16
5.4	Obligation to Minimize Impacts .....	16
5.5	Consent to Oversight; Obligation to Uncover Work .....	16
5.5.1	Oversight, Inspection, and Testing by MDOT and Others .....	16
5.5.2	Obligation to Uncover Finished Work.....	16
5.6	Effect of Oversight, Spot Checks, Audits, Tests, Acceptances, and Approvals.....	17
5.6.1	Oversight and Acceptance .....	17
5.6.2	No Estopped .....	17
5.7	Nonconforming Work .....	17
5.7.1	Rejection, Removal, and Replacement of Work .....	17
5.7.2	Acceptance of Nonconforming Work.....	18
5.8	NOT USED.....	18
<b>6</b>	<b>Environmental Compliance .....</b>	<b>19</b>
6.1	NOT USED.....	19
6.2	Environmental Compliance .....	19
6.2.1	Mitigation Requirements .....	19
6.2.2	New Environmental Approvals .....	19
<b>7</b>	<b>Equal Employment Opportunity; Teaming Partners; Subcontracts; Labor .....</b>	<b>21</b>
7.1	Equal Employment Opportunity .....	21
7.1.1	Equal Employment Opportunity Policy.....	21
7.2	Teaming Partners.....	21
7.2.1	Changes to Teaming Partners .....	21
7.3	Subcontracting Requirements.....	21
7.3.1	Changes to Subcontractors.....	22
7.3.2	Subcontracting of Contract Work .....	22
7.3.3	Subcontract Terms.....	22
7.4	Employee Performance Requirements .....	22
<b>8</b>	<b>Surety Bonds.....</b>	<b>24</b>
8.1	Performance and Lien Bond .....	24
8.2	Utility Work .....	24
8.3	No Relief of Liability .....	25



<b>9</b>	<b>Insurance .....</b>	<b>26</b>
9.1	Project Company Provided Insurance.....	26
9.1.1	Professional Liability Insurance.....	26
<b>10</b>	<b>Risk of Loss .....</b>	<b>27</b>
10.1	Site Security .....	27
10.2	Maintenance and Repair of Work and On-Site Property.....	27
10.2.1	Responsibility of Project Company .....	27
10.2.2	NOT USED.....	27
10.3	Damage to Off-Site Property.....	27
10.4	Title .....	27
<b>11</b>	<b>Payment .....</b>	<b>28</b>
11.1	Contract Price .....	28
11.1.1	Contract Price .....	28
11.1.2	Items Included in Contract Price .....	28
11.1.3	Delay in Issuance of Award.....	30
11.2	Invoices and Payment.....	30
11.3	Limitations on Payment.....	30
11.3.1	Payment Limitation.....	30
11.3.2	Not Used .....	31
11.4	Deductions .....	31
11.5	Payments to Subcontractors .....	31
11.6	Milestone Payment Schedule.....	32
11.6.1	Uptime Calculation Based on Milestone Payment Schedule .....	32
<b>12</b>	<b>NOT USED.....</b>	<b>34</b>
<b>13</b>	<b>Changes in the Work.....</b>	<b>35</b>
13.1	Definition of and Requirements Relating to Change Orders .....	35
13.2	Significant Changes in the Character of Work .....	35
13.3	Procedure for Work Orders .....	36
13.4	Procedure for Claims .....	36
13.4.1	Eligible Changes .....	36
13.4.2	Claims Review Process .....	37
13.4.3	Performance of Disputed Work .....	37
13.5	Contents of Change Orders .....	38
13.5.1	Work Plan.....	38
13.5.2	Cost Estimate.....	38
13.5.3	Impacted Delay Analysis .....	38
13.5.4	Other Supporting Documentation.....	38
13.6	Certain Limitations .....	38
13.6.1	Limitation on Contract Price Increases .....	38
13.6.2	Limitation on Delay and Disruption Damages .....	39
13.6.3	Limitation on Extensions of Time .....	40
13.7	Negotiated Price Change Orders .....	40
13.7.1	Unit Price Change Orders .....	40
13.7.2	Added Work .....	41
13.7.3	Deleted Work .....	41

13.7.4	Work Both Added and Deleted.....	41
13.8	Time and Materials Change Orders (Force Account) .....	41
13.8.1	Construction Costs.....	41
13.8.2	Non-Construction Labor Costs.....	42
13.9	Differing Site Conditions.....	42
13.9.1	Responsibilities of MDOT.....	42
13.9.2	Project Company Burden of Proof .....	42
13.10	Certain Events.....	43
13.11	Not Used .....	43
13.12	Matters Not Eligible for Change Orders .....	43
13.13	Waiver .....	44
13.14	No Release or Waiver .....	44
13.14.1	Extension of Time for Performance.....	44
13.14.2	No Change Order Based on Course of Conduct or Order by Unauthorized Person.....	44
13.15	Contract Price Change.....	45
13.16	NOT USED.....	45
<b>14</b>	<b>Suspension of Work.....</b>	<b>46</b>
<b>15</b>	<b>Termination of Contract for Convenience .....</b>	<b>47</b>
15.1	No Property Interest.....	47
<b>16</b>	<b>Default .....</b>	<b>48</b>
16.1	Notice of Default.....	48
16.2	Termination for Default.....	48
<b>17</b>	<b>NOT USED.....</b>	<b>50</b>
<b>18</b>	<b>Indemnification.....</b>	<b>51</b>
18.1	Indemnifications by Project Company.....	51
18.1.1	General Indemnities .....	51
18.1.2	Design Defects.....	51
18.2	Not Used .....	51
18.3	No Effect on Other Rights .....	51
18.4	CERCLA Agreement .....	51
<b>19</b>	<b>Partnering, Claims for Adjustment and Disputes .....</b>	<b>52</b>
19.1	Partnering.....	52
19.2	Claims for Compensation Adjustment and Disputes .....	52
<b>20</b>	<b>Completion of Project.....</b>	<b>53</b>
20.1	Final Construction Completion .....	53
20.1.1	Substantial Construction Notice by Project Company.....	53
20.1.2	Correction of Defects .....	53
20.1.3	Notice of Substantial Construction Completion.....	54
20.2	Final Construction Acceptance .....	54
20.2.1	Conditions to Final Construction Acceptance .....	54
20.2.2	Inspection and Issuance of Notice of Final Construction Acceptance .....	56
20.2.3	Overpayments; No Relief from Continuing Obligations.....	56
20.3	NOT USED.....	56
20.4	Assignment of Causes of Action .....	56
20.5	O&M Term Completion .....	56
20.5.1	Annual O&M Term Completion Notice .....	56

20.5.2	Correction of Defects .....	57
20.5.3	Notice of Annual O&M Term Completion .....	57
20.6	Contract Expiry Obligations.....	57
<b>21</b>	<b>Not Used.....</b>	<b>59</b>
<b>22</b>	<b>Documents and Records .....</b>	<b>60</b>
22.1	Proposal Documents .....	60
22.2	Subcontractor Pricing Documents.....	60
22.3	Project Records.....	60
22.3.1	Maintenance of Records .....	60
22.3.2	Audit and Inspection Rights .....	60
22.3.3	Audit of Time and Materials Work .....	61
22.3.4	Change Order Pricing Data.....	61
22.3.5	Claims Audits .....	61
22.4	Retention of Records .....	62
22.5	Freedom of Information Act.....	63
22.5.1	Applicability of Act .....	63
22.5.2	Confidential Materials.....	63
	<b>Exhibit 1-A: Acronyms and Definitions .....</b>	<b>64</b>
	<b>Exhibit 1-B: Not Used .....</b>	<b>83</b>
	<b>Exhibit 1-C: Modifications to Division 1 of the 2020 MDOT Standard Specifications for Construction .....</b>	<b>84</b>
	<b>Exhibit 1-D: Federal Letting Requirements .....</b>	<b>89</b>

## Tables

<b>Table 9-1: Professional Liability Coverage Type and Amounts.....</b>	<b>26</b>
<b>Table 11-1: Milestone Payment Schedule .....</b>	<b>32</b>
<b>Table 11-2: Example Uptime Calculation .....</b>	<b>33</b>

This 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 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. 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 (Contract Terms and Conditions)
- D. Book 2 (Project Requirements)
- E. Book 3 (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.

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 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 Electric Vehicle Supply Equipment (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. 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.
  - iii. 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 Default of Contract.
  - iv. 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 Governmental Rules, Federal Requirements, 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 Instructions to Proposer (ITP) 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, Teaming Partners, 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 Progress 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, Authorities Having Jurisdiction (AHJ), 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 Information Supplied to Project Company; Responsibility for Design, Construction, Operations, and Maintenance; Disclaimer**

---

#### **3.1 Information Supplied**

MDOT has made available to the Project Company information which is described in the Contract Documents and certain Reference Information Documents (RID) regarding the Project.

#### **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. Project Company specifically acknowledges that:

- A. Project Company is not entitled to rely on and has not relied on (i) the RID or (ii) any other documents or information provided by MDOT, except to the extent specifically permitted in the Contract Documents.
- B. Project Company's Warranties and indemnities hereunder cover Errors in the Project even though they may be related to Errors in the RID.

#### **3.3 Reliance on Specified RID Information**

##### **3.3.1 No Other Liability Regarding RID**

Project Company understands and agrees that MDOT shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost or cause of action whatsoever suffered by any Project-Company-Related Entity by reason of any use of any information contained in the RID or any action or forbearance in reliance thereon. Project Company further acknowledges and agrees that (a) if and to the extent Project Company or anyone on Project Company's behalf uses any of said information in any way, such use is made on the basis that Project Company, not MDOT, has approved and is responsible for said information, and (b) Project Company is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement said information, and that any use of said information is entirely at Project Company's own risk and at its own discretion.

##### **3.3.2 No Representation or Warranty Regarding Basic Configuration and RID**

MDOT does not represent or warrant that the information contained in the RID is either complete or accurate or that such information conforms with the requirements of the Contract Documents. The foregoing shall in no way affect MDOT's agreement herein to issue Change Orders in accordance with Book 1, Section 13.

### 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 (NTP). 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 Book 2, Section 2.3.

### **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 two 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. Project Company has submitted and MDOT has Accepted subcontract form(s) in accordance with Book 1, Section 7.3.
- I. 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.
- C. Project Company has submitted and MDOT has Accepted subcontract form(s) in accordance with Book 1, Section 7.3.

## **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 in exercising its rights under the Contract Documents, 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; Teaming Partners; Subcontracts; Labor**

---

### **7.1 Equal Employment Opportunity**

#### **7.1.1 Equal Employment Opportunity Policy**

Project Company shall comply with Equal Employment Opportunity (EEO) requirements set forth in FHWA-1273 (*Required Contract Provisions Federal-Aid Construction Contracts*).

### **7.2 Teaming Partners**

Project Company shall enter into a contractual relationship with all Teaming Partners and known entities responsible to complete the Work associated with the Project. All Teaming Partners must be subcontracted with the Project Company with the exception of the Site Host, Electric Distribution Utility, EVSE Provider, and Charging Network Provider if the following individual conditions are satisfied.

- A. 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.
- B. 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.
- C. The EVSE Provider does not have to be subcontracted with the Project Company if the EVSE Provider is considered a Supplier and not performing any of the on-site construction.
- D. The Charging Network Provider does not have to be subcontracted with the Project Company if the Charging Network Provider is considered a Supplier and not performing any of the on-site construction.

#### **7.2.1 Changes to Teaming Partners**

Project Company shall not add, delete, or change the role of any Teaming Partner as set forth in its Proposal without the prior Approval of MDOT's Innovative Contracting Project Manager. Requests for changes to Teaming Partners as set forth in the Proposal can be submitted after Award. There will be no changes to the Contract Price as a result of approved changes to Teaming Partners.

### **7.3 Subcontracting Requirements**

Project Company shall comply with all applicable requirements of the Contract Documents relating to Subcontracts, FHWA-1273 (*Required Contract Provisions Federal-Aid Construction Contracts*) and shall ensure that its Subcontractors (at all tiers) comply with all applicable requirements of the Contract Documents relating to subcontracting (including FHWA-1273 (*Required Contract*

*Provisions Federal-Aid Construction Contracts*). The Project Company must submit a completed subcontract form for all subcontractors. The subcontract form is provided in the RID.

### **7.3.1 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. Requests for changes to previously approved Subcontractors can be submitted after Award. All subcontracts must be approved by MDOT prior to any Work being performed by the Subcontractor. There will be no changes to the Contract Price as a result of approved changes to Subcontractors.

### **7.3.2 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.

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.

### **7.3.3 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 one of the following:

- i. In accordance with subsection 102.15 of the Standard Specifications – Requirements of Contract Bonds.

OR

- i. The Project Company must furnish
  - a. D&C performance and lien bonds each for not less than 80% of the Contract Price. The parties agree that this bond will secure performance of all Contract obligations relating to the D&C Work. The Project Company must maintain each of the D&C performance and lien bonds until the 60 days following the Final Construction Acceptance date; and
  - b. O&M performance and lien bonds each for not less than 25% of the Contract Price. The parties agree that the bonds will secure performance of all Contract obligations relating to the O&M Work, which includes providing coverage for the entire O&M term. The O&M bonds must be furnished and approved prior to Final Construction Acceptance. The Project Company must maintain the O&M performance and lien bonds until 60 days following Contract Expiry.
- ii. The bonds must be on the forms provided by the Department. The bonds must meet the requirements of Michigan law and of the Department and include other items such as the Powers of Attorney and Endorsement as specified by the Department. The same surety responsible for writing the performance bond must write the lien bond. It is the Project Company's responsibility to ensure that the lien bond conforms with the terms of MCL 570.101 et seq., except the lien bond must give the time within the notice of lien claim as follows, and secure the payment of claims:
  - a. Lienable under the terms of MCL 570.101 et seq.;
  - b. Notice of which is not given by Subcontractors within the statutory period, but
    - i. Notice of which is given by Subcontractors within 60 calendar days after notice of the payment of the final estimate or post-final estimate having been made by the Department; or
    - ii. In the case of a Supplier to the contractor or a Subcontractor, within 60 calendar days after the materials are last furnished.

### 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 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

Professional Liability Coverage of the type and in the amount provided below is required for the Project Company or Teaming Partner creating the Design Documents for the Project. If a Subcontractor is creating the Design Documents for the Project, the Subcontractor must present satisfactory evidence to the Project Company it has obtained Professional Liability Insurance of the type and in the amount provided below prior to beginning work. MDOT reserves the right to request Professional Liability Insurance documentation from a Subcontractor.

**Table 9-1: Professional Liability Coverage Type and Amounts**

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$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
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimal Limits:</u> \$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

The Contract Price equals the sum of the Project Company Share and the Total Funds Requested, as submitted using Form 3. 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 determined by the Project Company and as submitted using Form 3 from the Instructions to Proposers. The Contract Price shall be increased or decreased only 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, 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), and all costs listed in 11.1.2.1 Eligible Costs.
- 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).

#### 11.1.2.1 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 for shipping items related to a Charging Station.
- K. Costs to meet Americans with Disabilities Act of 1990 (ADA) requirements.
- L. Costs to purchase proprietary adapters.
- M. Costs to install signage at site.
- N. Costs for site amenities (e.g., lighting, canopy).
- O. Costs for workforce development activities, such as Electric Vehicle Infrastructure Training Program (EVITP) certification.
- P. Costs for property lease.
- Q. Costs for bonding and insurance.
- R. 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.

#### 11.1.2.2 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, 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.

### **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 Revised Price Proposal is submitted 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 five 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 (per

the NEVI Round 2 Inspection and Oversight Table provided in the RID) 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). Th

e 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.

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

<b>Milestone Event</b>	<b>RFP Section</b>	<b>Milestone Payment (% of Total Funds Requested)</b>
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.

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. 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.

#### 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 the Total Funds Requested is \$1,000,000, annual operation and maintenance payments would be  $\$1,000,000 \times 4\% = \$40,000$  per year. Example calculation is provided **Table 11-2**.

**Table 11-2: Example Uptime Calculation**

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 new Contract Price below 20%. The Project Company Share of any Contract Price increase as a result of a Project Company initiated Work Order will be calculated using the Project Company Share (%) provided in Form 3 – Price Proposal. Contract Price increases are limited to Eligible Costs as provided in Book 1, Section 11.1.2. 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 Proposal Due Date (excluding any such change or new Governmental Rule which was passed or adopted but not yet effective as of the 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.
- F. Additional costs directly attributable to additional work from Electric Distribution Utility Directed Changes.

#### 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.

#### **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 (including Errors directly attributable to Errors in the RID which are not guaranteed according to Book 1, Section 3.3).
- 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 the following subsections. Failure of the Project Company to ensure prosecution of the work by all Teaming Partners and meet the obligations defined in the Contract Documents will be subject to the following subsections.

### 16.1 Notice of Default

If the Project Company is responsible for any of the following, the Engineer will give the Project Company and surety written notice of default and the action required to be taken by the Project Company and surety:

- 1.) Failing to prosecute the work with the labor, equipment, or materials sufficient to complete the work within the contract time and according to the progress schedule;
- 2.) Performing the work improperly;
- 3.) Neglecting or refusing to remove material or to reconstruct work that has been rejected as defective and unsuitable;
- 4.) Failing to maintain required surety bonds or insurance; or
- 5.) Failing to perform the work as required by the contract for any other reason.

### 16.2 Termination for Default

If any of the following occurs, the Department will have full power and authority to terminate the contract for cause and take over the uncompleted work from the Project Company and surety, including appropriation and use of any materials and real property rights and interests on the project. The Department may demand performance of the surety, enter into a completion contract, or undertake any other method that the Department determines may be necessary to complete the work:

- 1.) The Project Company or surety, within 10 days after the notice of default, does not proceed satisfactorily;
- 2.) The Project Company commits any act of bankruptcy, becomes insolvent, or is declared bankrupt;
- 3.) The Project Company allows a final judgment against the Project Company to remain unsatisfied for 5 days;
- 4.) The Project Company makes an assignment for the benefit of the Project Company's creditors; or
- 5.) The Project Company files proceedings for reorganization in accordance with the Bankruptcy Act, or such proceedings are filed against the Project Company.

If the Department terminates the contract for cause, the Department shall:

- 1.) Deduct all additional costs and damages and the costs and charges of completing the work from monies due or to become due the Project Company. If the total of the damages, costs, and charges exceeds the balance of the contract amount that would have been payable to the Project Company

had the Project Company completed the work, the Project Company and surety must pay the amount of the overage to the Department upon request. If default occurs during the O&M term, the total of the damages, costs, and charges may include any previously accepted D&C and O&M work in addition to the costs and charges for completing the O&M work if FHWA seeks reimbursement from MDOT.

- 2.) Have the right to take any means necessary to ensure the site remains operational, which may include replacing the Project Company and entering into a completion contract to carry out the remaining obligations for the Term of the Agreement using the charging station constructed as part of the D&C Work. MDOT may directly operate the site any time, including until a completion contractor is retained, to provide site operations services, provided that MDOT's provisions of such operations services shall not relieve the Project Company or its sureties of any of its obligations under the Contract, nor constitute a new property interest by MDOT in the site.

## **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, regardless of whether such Errors were also included in the RID. Project Company agrees that, because the RID are subject to review and modification by Project Company, it is appropriate for Project Company to assume liability for Errors in the completed Project even though they may be related to Errors in the RID.

### **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 (CERLA), 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 with key project personnel and MDOT will be held in conjunction with the Project Kickoff Meeting. 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 (Project Company, Teaming Partners, MDOT, and 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, 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, 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. The Project has successfully completed system testing in accordance with the Acceptance Test Plan (ATP).
- K. 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 Proposal Documents**

Project Company shall be responsible for retaining all Proposal Documents (PD). The PD shall, at a minimum, be notarized by the Project Company prior to the Revised Price Proposal approval by MDOT, clearly detail how the components of the Proposal Price were determined and shall be adequate to enable a complete understanding and interpretation of how the Project Company arrived at the Revised Price Proposal. MDOT reserves the right to review, inspect, or audit the PD at any time, and it may request that Project Company submit the notarized hard copies of some or all of the PD to MDOT. Project Company acknowledges that any PD submitted to MDOT is subject to FOIA. Project Company's failure to retain all PD will result in a waiver of any Dispute or Claim for which the PD is required to evaluate. Project Company must retain all PD for 60 days after Contract Expiry.

### **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 a complete set of all books, records and documents prepared or employed by Project Company with respect to the Project in electronic and/or hardcopy format.

#### **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 electronic and hardcopy records and documents relating to the Contract (including copies of all original documents delivered to MDOT) 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 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
AHJ	Authority Having Jurisdiction
ASTM	American Society for Testing and Materials
ATP	Acceptance Test Plan
CAD	Computer Aided Design
CCID	Charge Circuit Interrupting Device
CCS	Combined Charging System
CE	Categorical Exclusion
CERCLA	Commercial Environmental Response, Compensation, and Liability Act
CISA	Cybersecurity and Infrastructure Security Agency
CPM	Construction Project Management
D&C	Design and Construction
DBH	Diameter Breast Height
DBOM	Design Build Operate Maintain
DC	Direct Current

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
ET	Eastern Time Zone
EV	Electric Vehicle
EV-ChART	Electric Vehicle Charging Analytics and Reporting Tool
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment
FHWA	Federal Highway Administration
FOIA	Freedom of Information Act
GFCI	Ground Fault Circuit Interrupter
GHG	Greenhouse Gas
HMA	Hot Mix Asphalt
IEEE	Institute of Electrical and Electronic Engineers
ICC	International Code Council
ICEA	Insulated Cable Engineers Association
IES	Illuminating Engineering Society
ITP	Instruction to Proposers
ISA	International Society of Arboriculture
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
MDNR	Michigan Department of Natural Resources
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
NSDI	National Spatial Data Infrastructure
NTP	Notice to Proceed
O&M	Operations and Maintenance
OCPI	Open Charge Point Interface
OCPP	Open Charge Point Protocol
OMP	Operations and Maintenance Plan

PCI DSS	Payment Card Industry Data Security Standards
PD	Proposal Documents
PDF	Portable Document Format
P.E.	Professional Engineer
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
RID	Reference Information Documents
ROW	Right-of-Way
RP	Recommended Practice
SAE	Society of Automotive Engineers
SESC	Soil Erosion and Sedimentation Control
SMS	Short Message/Messaging Service
SWMCS	Strom Water Management Construction Site
TIA	Telecommunications Industries Association
UL	Underwriters Laboratories
U.S.C.	United States Code
USDOT	United States Department of Transportation
USFWS	United States Fish and Wildlife Service
UV	Ultraviolet

## A.2 Definitions

<b>Acceleration Costs</b>	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.
<b>Accept or Acceptance</b>	Formal conditional determination in writing by MDOT that a particular matter or item appears to meet the requirements of the Contract Documents.
<b>Acceptance Test Plan</b>	The meaning set forth by Book 2, Section 22.3.3
<b>Added Work</b>	The meaning set forth by Book 1, Section 13.7.2.
<b>Alternative Fuel Corridor</b>	<a href="#"><u>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.</u></a>
<b>Annual O&amp;M Term Completion</b>	Fulfilling the requirements set forth in Book 1, section 20.5.
<b>Applicable Law</b>	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.
<b>Applicable Standards</b>	The content of Book 3.
<b>Approve or Approval</b>	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.
<b>As-Built Documents</b>	The as-built documents described in Book 2, Section 22.3.6.



<b>Authority Having Jurisdiction</b>	The organization, office, or individual responsible for issuing permits, approving layout drawings, enforcing the requirements of a code or standard or approving materials, an installation, or a procedure.
<b>Award</b>	MDOT's formal execution of the Contract.
<b>Calendar Day</b>	Every day shown on the calendar, beginning and ending at 12:01 am. Unless otherwise designated, the work "day" shall mean calendar day.
<b>Change Orders</b>	The meaning set forth in Book 1, Section 13.1.
<b>Charging Station</b>	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.
<b>Claim</b>	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.
<b>Commissioning</b>	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.
<b>Completion Deadline</b>	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.
<b>Construction Completion Date</b>	Interim and Substantial, Date set forth by the Project Company in the proposed Progress Schedule.
<b>Construction Documents</b>	All Working Drawings and samples necessary for construction of the Project in accordance with the Contract Documents.

<b>Construction Work</b>	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.
<b>Contaminated Materials</b>	(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.
<b>Contract</b>	Depending on the context, (a) the Contract, or (b) collectively, the Contract Documents.
<b>Contract Documents</b>	The meaning set forth in Book 1, Section 1.3.
<b>Contract Expiry</b>	The meaning set forth in Book 1, Section 20.6.
<b>Contract Milestone</b>	Major events throughout the Contract that define the times when the Project Company will be paid.
<b>Contract Price</b>	The meaning set forth in Book 1, Section 11.1.1.
<b>Contractor</b>	An entity supplying material or performing work under the terms of the Contract Documents.
<b>Default of Contract</b>	The meaning set forth in subsection 108.11 in the Standard Specifications.
<b>Deleted Work</b>	The meaning set forth in Book 1, Section 13.7.3.

<b>Department</b>	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.
<b>Design Documents</b>	All drawings, specifications, reports, calculations, records, or submittals at any stage of development or revision relating to the Project.
<b>Design Manager</b>	Project Company’s principal engineer in charge of the Project Design.
<b>Differing Site Conditions</b>	(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.
<b>Direct Costs</b>	Actual costs for labor, equipment, and materials.
<b>Dispute</b>	Disagreement between multiple parties.
<b>Easement</b>	The right to cross or otherwise use someone else’s land for a specified purpose.
<b>Earn Back</b>	The meaning set forth in Book 1, 11.6.1.2.
<b>Electric Vehicle Infrastructure Training Program</b>	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 <a href="https://evitp.org/">https://evitp.org/</a>
<b>Electric Vehicle Supply Equipment</b>	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.
<b>Eligible Costs</b>	The meaning set for in the ITP, Section 4.4.1.
<b>Environmental Approval</b>	The Governmental Approvals listed in Book 2, Section 4 that are identified as being MDOT’s responsibility to obtain.

<b>Environmental Compliance Manager</b>	The meaning set forth in Book 2, Section 4.1.2.
<b>Environmental Laws</b>	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 <i>et seq.</i> ; the National Environmental Policy Act, 42 U.S.C. §§ 4321 <i>et seq.</i> ; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 <i>et seq.</i> ; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 <i>et seq.</i> ; the Endangered Species Act, 16 U.S.C. §§ 1531 <i>et seq.</i> ; the Clean Water Act, 33 U.S.C. §§ 1251 <i>et seq.</i> ; the Clean Air Act, 42 U.S.C. §§ 7401 <i>et seq.</i> ; the Safe Drinking Water Act, 42 U.S.C. §§ 300f <i>et seq.</i> ; the Migratory Bird Treaty Act, 16 U.S.C. §§ 703 <i>et seq.</i> ; and the Bald Eagle Protection Act, 16 U.S.C. § 668, each as amended.
<b>Environmental Management Plan</b>	The environmental management plan provided by Project Company and Approved by MDOT as described in Book 2 Section 4.
<b>Equipment</b>	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.
<b>Error</b>	An error, omission, inconsistency, inaccuracy, deficiency, or other defect.
<b>Exhibit</b>	Document(s) attached to the Contract Documents.
<b>Expiry Date</b>	The date in which the Contract is no longer in effect following the conclusion of the O&M Term.
<b>Falsework</b>	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.

<b>Federal Requirement</b>	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.
<b>Final Construction Acceptance</b>	MDOT approval of Final Construction Completion.
<b>Final Construction Completion</b>	The meaning set forth in Book 1, Section 20.2.1.
<b>Force Majeure</b>	<p>Any of the following events or circumstances which directly cause the Project Company to be unable to perform their obligations under this Contract:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(g) any emergency declared by a governmental entity, with authority to declare, that directly impacts the Project.</li> </ul> <p>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.</p>

<b>Good Industry Practice</b>	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.
<b>Government Agency</b>	A permanent or semipermanent organization within the local, state, or federal government.
<b>Government Entities</b>	That which is closely affiliated, generally by government ownership or control, with State and local governments.
<b>Governmental Approvals</b>	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.
<b>Governmental Persons</b>	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.
<b>Governmental Rules</b>	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.
<b>Guarantor</b>	Each entity (if any) providing a Guaranty.
<b>Guaranty</b>	Each guaranty of Project Company’s obligations under the Contract Documents (if any).
<b>Host Site Owner</b>	The property owner of the land which the Charging Station is built upon.
<b>Inspection</b>	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.
<b>Instructions to Proposers</b>	The RFP document identified as Instructions to Proposers.
<b>Issue Request for Proposals</b>	The act of the state making the Request for Proposals public.

<b>Key Personnel</b>	The persons listed on Book 2 Section 2, subject to revision in accordance with the Contract.
<b>Letter of Final Construction Completion</b>	The meaning set forth in Book 1, Section 20.2.1.2.
<b>Level 2 AC Charger</b>	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.
<b>License</b>	The agreement proving for a limited right to entry by MDOT described in Book 2, Section 24.
<b>Lien Bond</b>	The security furnished by the Project Company and the Project Company's Surety to guarantee payment of the debts covered by the bond.
<b>Local Agency</b>	The county, city, or township having jurisdiction over the facility.
<b>Material Acceptance Methods</b>	The meanings set forth in the MDOT Materials Source Guide.
<b>Material Source List</b>	The meanings set forth in the MDOT Materials Source Guide.
<b>Materials</b>	Any substances required for use in the completion of the Project and its appurtenances.
<b>Materials Source Guide</b>	MDOT Materials Source Guide from the Construction Field Services Division.
<b>MDOT Construction Engineer</b>	MDOT appointed Engineer responsible for overseeing the construction of the Project.
<b>MDOT Project Manager</b>	The person designated by MDOT, on MDOT's behalf, to direct the Project.
<b>MDOT Project Staff</b>	MDOT appointed personnel responsible for tasks of the Project.

<b>MDOT-Caused Delay</b>	<p>Unavoidable delays, to the extent that they affect the Progress Schedule, arising from the following matters and no others:</p> <p>(a) A suspension order pursuant to Book 1, Section 14, to the extent provided therein;</p> <p>(b) MDOT-Directed Changes;;</p> <p>(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;</p> <p>(d) Uncovering, removing, and restoring Work, to the extent provided in Book 1, section 5.3.2;</p> <p>(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</p> <p>(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.</p>
<b>MDOT-Directed Change</b>	Any changes in the Work which MDOT has directed Project Company to perform.
<b>Migratory Birds</b>	The meaning set forth in Book 2, Section 4.2.7.
<b>Milestone Event</b>	See Contract Milestone.
<b>Milestone Payment Schedule</b>	The meaning set forth in Book 1, Section 11.
<b>New Environmental Approvals</b>	<p>Any of the following:</p> <p>(a) a new Governmental Approval of the same type as an Environmental Approval; and</p> <p>(b) a revision, modification or amendment to one or more of the Environmental Approvals.</p>
<b>Nonconforming Work</b>	Work performed that does not meet requirements of the Contract Documents.
<b>Non-Hazardous Contaminated Materials</b>	The meaning set forth in Book 2, Section 4.2.9.
<b>Notice of Coverage</b>	The meaning set forth in Book 2, Section 4.2.17.1.



<b>Notice of Final Construction Acceptance</b>	The meaning set forth in Book 1, Section 20.2.
<b>Notice of Annual O&amp;M Term Completion</b>	The meaning set forth in Book 1, Section 20.5.3.
<b>Open Charge Point Interface</b>	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.
<b>Open Charge Point Protocol</b>	An open-source communication protocol that governs the communication between chargers and the charging networks that remotely manage the chargers.
<b>Operating Period</b>	See O&M Term.
<b>Operations and Maintenance Plan</b>	The meaning set forth in Book 2, Section 23.4.1.
<b>Operations and Maintenance Term</b>	The meaning set forth in Book 2, Section 23.2.
<b>Partnering</b>	The meaning set forth in Book 1, Section 19.1.
<b>Person</b>	Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, or Governmental Person, including MDOT.
<b>Plan (of action)</b>	The plan, profiles, typical cross-sections, and supplemental drawings that show the locations, character, dimensions, and details of the Work to be done.
<b>Plug and Charge</b>	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.
<b>Price Proposal</b>	The contents of form located in the ITP, Form 3. Proposal Price offered by the Proposer and all supporting documentation required by the Contract Documents.
<b>Professional Liability Coverage</b>	The meaning set forth in Book 1, Section 9.1.1.
<b>Progress Report</b>	Narrative of the Work completed and Work to be completed regarding the Progress Schedule.

<b>Progress Schedule</b>	The meaning set forth in Book 2, Section 2.3.
<b>Project</b>	The Work as more specifically defined in the Contract Documents and all other Work product to be provided by Project Company.
<b>Project Company</b>	Entity that executes the Contract with MDOT for the Project, organized as a partnership, a joint venture, a corporation, or a limited liability company, in each case with all Teaming Partners having joint and several liability for the obligations of the Contract.
<b>Project Company Related Entity</b>	Any parent or subsidiary of the Project Company.
<b>Project Company Share</b>	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.
<b>Project Company's Project Manager</b>	The person designated by the Project Company to direct the Project.
<b>Project Quality Manual</b>	The meaning set for in Book 2, Section 2.4.
<b>Project Requirements</b>	The content of Book 2.
<b>Project Schedule</b>	See Progress Schedule.
<b>Project Website</b>	The meaning set forth in Book 2.
<b>Proposal</b>	Those documents constituting Project Company's response to the RFP, including any supplements to proposals as may have been requested by MDOT.
<b>Proposal Documents</b>	All documentary information used in preparation of the Proposal Price.
<b>Proposal Price</b>	See Contract Price.
<b>Proposer</b>	An individual, firm, partnership, corporation, joint venture or combination thereof that submits a proposal in response to the RFP.
<b>Punch List</b>	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.
<b>Quality Assurance</b>	The meaning set forth in ISO 8402.

<b>Quality Control</b>	The meaning set forth in ISO 8402.
<b>Records</b>	The meaning set forth in Book 1, Section 22.
<b>Release for Construction</b>	The milestone where the Project Company has received approval to begin construction.
<b>Release for Construction Documents</b>	The meaning set forth in Book 2, Section 22.
<b>Relocate / Relocated / Relocation</b>	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.
<b>Remediation Work</b>	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.
<b>Request for Proposal</b>	The Request for Proposals for the Project issued by MDOT including all addenda and clarifications thereto.
<b>Revised Price Proposal</b>	The Price Proposal submitted following selection that includes the Utility Infrastructure Cost.
<b>Right-of-Way</b>	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. 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.
<b>Site</b>	The physical location on which a Charging Station is proposed to be located.
<b>Site Host</b>	The owner of the property where the publicly accessible Charging Station is located.
<b>Soil Erosion and Sedimentation Control Measures</b>	Construction items and practices to reduce soil erosion.
<b>Special Provisions</b>	Revisions and additions to the Standard Specifications and Supplemental Specifications applicable to an individual project.

<b>Specifications</b>	A general term applied to all written directions, provisions and requirements concerning the performance of the Work.
<b>Standard Specifications</b>	MDOT’s 2020 Standard Specifications for Construction, as modified in the Contract Documents.
<b>Standards</b>	The content of Book 3.
<b>State</b>	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.
<b>State Project Number</b>	The number used by the State of Michigan to identify the project associated with the RFP.
<b>Subcontract</b>	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.
<b>Subcontractor</b>	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.
<b>Substantial Construction Completion</b>	Completion of the Project as described in Book 1, Section 20.1.
<b>Supplemental Specifications</b>	MDOT approved additions and revisions to the Standard Specifications.
<b>Supplier</b>	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.
<b>Surety</b>	Each properly licensed surety company Approved by MDOT which has issued the Payment and Performance Bond.

<b>Teaming Partner</b>	<p>Means the entity performing any of the following required roles, whether this is the Project Company, a Subcontractor, Supplier, or any known entity the Project Company intends to be in a contractual relationship with to complete the Work associated with the Project:</p> <ol style="list-style-type: none"> <li>1. Site host (property owner/operator/lessee)</li> <li>2. Electric Distribution Utility</li> <li>3. Site Designer</li> <li>4. Electric Vehicle Supply Equipment (EVSE) Charging Station Provider (hardware)</li> <li>5. Installer/Electrical Contractor</li> <li>6. Charging Network Provider (software)</li> <li>7. Operations and Maintenance Provider</li> </ol>
<b>Technical Proposal</b>	The Project Company's response to the Request for Proposal that provides the information required by Section 4 of the ITP.
<b>Termination of Contract</b>	The meaning set forth in Book 1, Section 15.
<b>Time and Materials Change Order</b>	A Change Order issued under Book 1, Section 13.7.
<b>Total Eligible Cost</b>	The total amount of funding required to deliver the Project in compliance with all requirements of the Contract Documents.
<b>Total Funds Requested</b>	The amount of money requested equating to the Total Eligible Cost less the Project Company Share.
<b>Utility</b>	<p>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."</p>

<b>Utility Coordination</b>	Communication of Construction activities between the Project Company and the Utility.
<b>Utility Infrastructure Costs</b>	Costs associated with 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.
<b>Utility Owners</b>	The owner or operator of any Utility.
<b>Utility Work</b>	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 by the Project Company and/or the Utility Owners.
<b>Warranties</b>	A written guarantee, issued to the purchaser of an article by its manufacturer, promising to repair or replace it if necessary within a specified period of time.
<b>Work</b>	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.
<b>Work Order</b>	A written order by MDOT requiring performance by the Project Company.
<b>Working Day</b>	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. References to Contractor shall refer to Project Company.

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.

#### **102.14 Execution and Award of Contract**

Subsection 102.14 is hereby deleted in its entirety. Refer to the NEVI Contract Execution Process Document.

#### **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.

**108.11 Default of Contract**

Subsection 108.11 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 they 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.

## **Exhibit 1-D: Federal Letting Requirements**



## Federal Letting Requirements-07

This booklet is a compilation of Federal Letting Requirements approved by the Michigan Department of Transportation and the Federal Highway Administration. Any of the Federal Letting Requirements contained herein that are applicable to a specific project shall be referred to in the project proposal and will not be physically attached to that proposal.

**STATE ADMINISTRATIVE BOARD**

RESOLUTION 2017-2

**PROCEDURES** APPLICABLE TO MDOT CONTRACTS AND GRANTS

AND

**RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.



5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.
6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission;
7. MDOT may enter in to a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or rail service provider.
8. MDOT may enter in to a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.
9. MDOT may enter in to a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.
10. MDOT may enter in to a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.
11. MDOT may enter in to a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.

**APPROVED**  
**State**  
**Administrative Board**

4-25-17 Rose M. Cousin

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an exiting contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

*\*The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

## TITLE VI ASSURANCE

### APPENDIX C

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1. Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 4. Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States

## COUNTY MINORITY & FEMALE\* PERCENTAGES

1. <u>Alcona</u>	5.2%	29. <u>Gratiot</u>	5.2%	57. <u>Missaukee</u>	4.9%
2. <u>Alger</u>	1.0%	30. <u>Hillsdale</u>	5.5%	58. <u>Monroe</u>	8.8%
3. <u>Allegan</u>	4.9%	31. <u>Houghton</u>	1.0%	59. <u>Montcalm</u>	4.9%
4. <u>Alpena</u>	5.2%	32. <u>Huron</u>	5.2%	60. <u>Montmorency</u>	5.2%
5. <u>Antrim</u>	4.9%	33. <u>Ingham</u>	5.5%	61. <u>Muskegon</u>	9.7%
6. <u>Arenac</u>	5.2%	34. <u>Ionia</u>	5.5%	62. <u>Newaygo</u>	4.9%
7. <u>Baraga</u>	1.0%	35. <u>Iosco</u>	5.2%	63. <u>Oakland</u>	17.7%
8. <u>Barry</u>	7.2%	36. <u>Iron</u>	1.0%	64. <u>Oceana</u>	9.7%
9. <u>Bay</u>	2.2%	37. <u>Isabella</u>	5.2%	65. <u>Ogemaw</u>	5.2%
10. <u>Benzie</u>	4.9%	38. <u>Jackson</u>	5.1%	66. <u>Ontonagon</u>	1.2%
11. <u>Berrien</u>	6.2%	39. <u>Kalamazoo</u>	5.9%	67. <u>Osceola</u>	4.9%
12. <u>Branch</u>	5.5%	40. <u>Kalkaska</u>	4.9%	68. <u>Oscoda</u>	5.2%
13. <u>Calhoun</u>	7.2%	41. <u>Kent</u>	5.2%	69. <u>Otsego</u>	5.2%
14. <u>Cass</u>	6.2%	42. <u>Keweenaw</u>	1.0%	70. <u>Ottawa</u>	5.2%
15. <u>Charlevoix</u>	4.9%	43. <u>Lake</u>	4.9%	71. <u>Presque Isle</u>	5.2%
16. <u>Cheboygan</u>	5.2%	44. <u>Lapeer</u>	17.7%	72. <u>Roscommon</u>	5.2%
17. <u>Chippewa</u>	5.2%	45. <u>Leelanau</u>	4.9%	73. <u>Saginaw</u>	14.3%
18. <u>Clare</u>	5.2%	46. <u>Lenawee</u>	7.3%	74. <u>Sanilac</u>	16.7%
19. <u>Clinton</u>	5.5%	47. <u>Livingston</u>	17.5%	75. <u>Schoolcraft</u>	1.0%
20. <u>Crawford</u>	5.2%	48. <u>Luce</u>	5.2%	76. <u>Shiawassee</u>	12.6%
21. <u>Delta</u>	1.0%	49. <u>Mackinac</u>	5.2%	77. <u>St. Clair</u>	17.7%
22. <u>Dickinson</u>	1.0%	50. <u>Macomb</u>	17.7%	78. <u>St. Joseph</u>	5.2%
23. <u>Eaton</u>	5.5%	51. <u>Manistee</u>	4.9%	79. <u>Tuscola</u>	5.2%
24. <u>Emmet</u>	4.9%	52. <u>Marquette</u>	1.0%	80. <u>VanBuren</u>	5.9%
25. <u>Genesee</u>	12.6%	53. <u>Mason</u>	4.9%	81. <u>Washtenaw</u>	8.5%
26. <u>Gladwin</u>	5.2%	54. <u>Mecosta</u>	4.9%	82. <u>Wayne</u>	17.7%
27. <u>Gogebic</u>	1.2%	55. <u>Menominee</u>	1.0%	83. <u>Wexford</u>	4.9%
28. <u>Gr. Traverse</u>	4.9%	56. <u>Midland</u>	5.2%		

\*The construction goal for women in any Michigan county is 6.9%

Minority and female percentages are taken from the Office of Federal Contract Compliance Program Statistics.

**Notice of Requirement for Affirmative Action  
To Ensure Equal Employment Opportunity for Construction  
(EXECUTIVE ORDER 11246)**

---

1. The offeror's or bidder's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority participation for each trade	Goals for Female participation for each trade
See County Minority and Female Percentages chart	6.9%

These goals are applicable to all Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on **(1)** its implementation of the Equal Opportunity clause, **(2)** specific affirmative action obligations required by the clause entitled *Affirmative Action Compliance Requirements for Construction*, and **(3)** its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—
  - Name, address, and telephone number of the subcontractor;
  - Employer's identification number of the subcontractor;
  - Estimated dollar amount of the subcontract;
  - Estimated starting and completion dates of the subcontract; and
  - Geographical area in which the subcontract is to be performed.
4. For this Notice, and in any contract resulting from this solicitation, the covered area is the county or counties listed in the Notice of Advertisement. When multiple counties are listed, the minority participation percentage is determined by the covered area county with the greater percentage.

[48 FR 42478, Sept. 19, 1983, as amended at 55 FR 38518, Sept. 18, 1990; 63 FR 70286, Dec. 18, 1998]

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin); and
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture of origin, regardless of race); and
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, South East Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60.4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such

**Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.**

- 4. The Contractor shall implement the specific affirmative action standards provided in paragraph 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.**
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.**
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.**
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:**
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.**
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.**
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a**



union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons

and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetable, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Detroit Area Office**

Christopher Edwards, Area Office Director  
U.S. DOL/ESA/OFCCP  
Detroit Area Office  
211 West Fort Street  
Detroit, Michigan 48226  
Phone: 313/226-3728

**Michigan Counties:**

Alcona	Benzie	Clare	Grand Traverse	Isabella	Lenawee
Allegan	Berrien	Clinton	Gratiot	Kalamazoo	Livingston
Alpena	Branch	Crawford	Hillsdale	Kalkaska	Macomb
Antrim	Calhoun	Eaton	Huron	Kent	Manistee
Arenac	Cass	Emmet	Ingham	Lake	Mason
Barry	Charlevoix	Genesee	Ionia	Lapeer	Mecosta
Bay	Cheboygan	Gladwin	Iosco	Leelanau	Midland

**Michigan Counties:**

Missaukee	Oceana	Roscommon	Van Buren
Monroe	Ogemaw	St. Clair	Washtenaw
Montcalm	Osceola	St. Joseph	Wayne
Montmorency	Oscoda	Saginaw	Wexford
Muskegon	Otsego	Sanilac	
Newaygo	Ottawa	Shiawassee	
Oakland	Presque Isle	Tuscola	

**Milwaukee Area Office**

Mr. Robert Potter  
U.S. DOL/ESA/OFCCP  
Milwaukee Area Office  
Reuss Federal Bldg., Room 1115  
310 West Wisconsin  
Milwaukee, Wisconsin 53203  
Phone: 414/291-3822

**Michigan Counties:**

Alger	Delta	Houghton	Luce	Menominee
Baraga	Dickinson	Iron	Mackinac	Ontonagon
Chippewa	Gogebic	Keweenaw	Marquette	Schoolcraft

## Appendix A to Subpart A of Part 230—Special Provisions

### Specific Equal Employment Opportunity Responsibilities

1. *General.* a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract, Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, chapter 4, section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. *Equal Employment Opportunity Policy.* The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

3. *Equal Employment Opportunity Officer.* The contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. *Dissemination of Policy.* a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment

opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, *i.e.*, schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment. a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. *Personnel Actions.* Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a.** The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b.** The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c.** The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d.** The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

**7. Training and Promotion.** **a.** The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

**b.** Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, *i.e.*, apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

**c.** The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

**d.** The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**8. Unions.** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

**a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

**b.** The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

**c.** The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor

union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

**9. Subcontracting.** a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**10. Records and Reports.** a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) The number of minority and nonminority group members and women employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.

c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

[40 FR 28053, July 3, 1975, as amended at 43 FR 19386, May 5, 1978. Correctly redesignated at 46 FR 21156, Apr. 9, 1981]



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials**

**and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.



(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or



mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and  
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# **PROJECT REQUIREMENTS**

## **BOOK 2**

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**Statewide**

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

**National Electric Vehicle Infrastructure (NEVI)**

**Round 2**

**Job Number: 221278**

**November 20, 2024**



# Table of Contents

<b>1</b>	<b>Introduction .....</b>	<b>1</b>
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
<b>2</b>	<b>Project Management.....</b>	<b>2</b>
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 .....	3
2.2	Cost and Progress Management.....	4
2.2.1	Administrative Requirements .....	4
2.2.2	Deliverables .....	4
2.3	Schedule Management .....	5
2.3.1	Acceptance of Schedule .....	5
2.3.2	Level of Detail .....	5
2.3.3	Deliverables .....	5
2.4	Quality Management .....	6
2.4.1	Responsibilities .....	6
2.4.2	Quality Management Goals .....	6
2.4.3	Project Quality Manual (PQM) .....	7
2.5	Human Resource Management .....	8
<b>3</b>	<b>Public Information .....</b>	<b>9</b>
3.1	NOT USED .....	9
3.2	NOT USED .....	9
3.3	NOT USED .....	9
3.4	Media Relations.....	9
3.5	Deliverables.....	9
<b>4</b>	<b>Environmental Compliance .....</b>	<b>10</b>
4.1	Administrative Requirements .....	10
4.1.1	Standards.....	10
4.1.2	Personnel Requirements .....	11
4.1.3	Amended or New Environmental Approvals .....	11
4.1.4	Environmental Management Plan.....	12
4.2	Design and Construction Requirements.....	12
4.2.1	Mitigation Measures.....	12
4.2.2	Permits.....	13
4.2.3	Waters and Wetlands.....	14



4.2.4	Water Quality .....	14
4.2.5	Agricultural .....	14
4.2.6	Coastal Zone .....	14
4.2.7	Migratory Birds .....	14
4.2.8	Threatened and Endangered Species .....	14
4.2.9	Contaminated Properties .....	14
4.2.10	Historic Properties .....	15
4.2.11	Archeological Properties .....	15
4.2.12	Recreational Properties .....	15
4.2.13	Social Impacts .....	16
4.2.14	Not Used .....	16
4.2.15	Noise .....	16
4.2.16	Air Quality .....	16
4.2.17	Erosion and Sedimentation Control (Water Quality) .....	17
4.3	Required Meetings .....	17
4.3.1	Environmental Protection Pre-construction Meeting .....	17
4.4	MDOT Environmental Notification and Contact List .....	18
4.5	Deliverables .....	18
4.5.1	Not Used .....	19
4.5.2	Regulated Area Permit Documentation .....	19
4.5.3	Erosion and Sedimentation Control Plans .....	19
4.5.4	Local Permit Documentation .....	19
4.5.5	Contaminated Groundwater Dewatering Plan .....	19
<b>Sections 5 – 21 NOT USED .....</b>		<b>21</b>
<b>22 Design and Construction (D&amp;C) .....</b>		<b>22</b>
22.1	Administrative Requirements .....	22
22.1.1	Standards .....	22
22.1.2	Coordination with Other Agencies .....	23
22.1.3	Meetings .....	23
22.1.4	Third-Party Agreements .....	23
22.1.5	Project Company's Responsibilities .....	24
22.1.6	MDOT's Responsibilities .....	24
22.2	Design Requirements .....	24
22.2.1	Charging Station .....	24
22.2.2	Charging Network Connectivity of Electric Vehicle Charging Infrastructure .....	27
22.2.3	Site Requirements .....	27
22.2.4	Safety and Security .....	29
22.2.5	Additional Federal Requirements .....	31
22.2.6	Other Requirements .....	32
22.3	Construction Requirements .....	33
22.3.1	General .....	33

22.3.2	Installation / Integration .....	34
22.3.3	System Testing .....	35
22.3.4	Shop and Working Drawing Documents .....	36
22.3.5	Product Data .....	37
22.3.6	As-Built Documents .....	37
22.3.7	Jobsite Posters .....	38
22.4	Deliverables.....	38
22.4.1	General Requirements.....	38
22.4.2	Third Party Agreements .....	39
22.4.3	Utilities .....	39
22.4.4	Authority Having Jurisdiction Permits .....	39
22.4.5	Design.....	39
22.4.6	Design Deliverables and Review .....	44
22.4.7	Construction Deliverables .....	45
<b>23</b>	<b>Operations and Maintenance (O&amp;M).....</b>	<b>46</b>
23.1	Administrative Requirements .....	46
23.1.1	Standards.....	46
23.1.2	Meetings .....	46
23.1.3	Goals.....	46
23.2	O&M Term.....	46
23.3	O&M Requirements.....	47
23.3.1	Project Company's Responsibilities.....	47
23.3.2	MDOT Responsibilities .....	48
23.3.3	Data Collection and Submittal.....	48
23.3.4	Communication of Price.....	51
23.3.5	Certifications .....	52
23.3.6	Reporting Mechanisms .....	52
23.3.7	Uptime and Availability Requirements .....	52
23.3.8	Revenue Distribution.....	53
23.3.9	Snow and Ice Control.....	54
23.3.10	General Site Grounds Maintenance.....	54
23.3.11	Surface Maintenance .....	54
23.4	Deliverables.....	55
23.4.1	Operations and Maintenance Plan (OMP).....	55
23.4.2	Data Submittals.....	56
23.4.3	Deliverable Format.....	56
23.5	Decommissioning of Charging Station .....	56
<b>24</b>	<b>Project Site Ownership/Usage Rights .....</b>	<b>57</b>
24.1	Property Interest.....	57
24.2	Assignment by MDOT .....	58
24.3	Deliverables.....	58

## Tables

<b>Table 2-1: Project Meetings</b>	2
<b>Table 2-2: Meeting Deliverables</b>	4
<b>Table 2-3: Administrative Deliverables</b>	5
<b>Table 2-4: Schedule Deliverables</b>	5
<b>Table 2-5: PQM Deliverables</b>	8
<b>Table 4-1: Summary of Environmental and Water Resource Permits</b>	13
<b>Table 4-2: Environmental Deliverables</b>	19
<b>Table 22-1: ATP Deliverables</b>	36
<b>Table 22-2: Third Party Agreement Deliverables</b>	39
<b>Table 22-3: Utility Deliverables</b>	39
<b>Table 22-4: Design Deliverables</b>	39
<b>Table 22-5: Construction Deliverables</b>	45
<b>Table 23-1: O&amp;M Deliverables</b>	55
<b>Table 24-1: Ownership &amp; Usage Rights Deliverables</b>	58

# 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.

## 2 Project Management

This project will be managed with a document control Project Website, provided by MDOT. 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.

MDOT reserves the right to limit security levels on the Project Website. 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 Authorities Having Jurisdiction 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 Authorities Having Jurisdiction or 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, Authorities Having Jurisdiction, 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, Authorities Having Jurisdiction, 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

Meeting	Purpose	Timeline
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, environmental compliance, 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, D&C management, 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.

**Table 2-2: Meeting Deliverables**

<b>Deliverable</b>	<b>For Acceptance or Approval</b>	<b>Submittal Schedule</b>	<b>Reference Section</b>
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 and progress report will be provided by MDOT following Award. Include the progress report, for the milestone being billed, with the invoice.

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).

### 2.2.2 Deliverables

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

**Table 2-3: Administrative Deliverables**

<b>Deliverable</b>	<b>For Acceptance or Approval</b>	<b>Submittal Schedule</b>	<b>Reference Section</b>
Invoice	Acceptance	Following successful completion of Milestone	2.2.1
Progress Report	Acceptance	With Invoice	2.2.1

## 2.3 Schedule Management

A NEVI-specific Progress Schedule form is provided in RID for the Project Company’s use in completing and updating 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 provided in the NEVI-specific Progress Schedule form.

### 2.3.3 Deliverables

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

**Table 2-4: Schedule Deliverables**

<b>Deliverable</b>	<b>For Acceptance or Approval</b>	<b>Submittal Schedule</b>	<b>Reference Section</b>
Progress Schedule	Acceptance	Within 60 days of Award	2.3
Updated Progress Schedule	Acceptance	With milestone progress report	2.3



## **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 Teaming Partners. 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 using the PQM form provided in RID. 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 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.

**Table 2-5: PQM Deliverables**

<b>Deliverable</b>	<b>For Acceptance or Approval</b>	<b>Submittal Schedule</b>	<b>Reference Section</b>
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 10 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.

### 3 Public Information

---

Conduct all Work necessary to meet the requirements of public information, per the Contract Documents and for any Governmental and/or Authorities Having Jurisdiction 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 Project Manager, 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 using the EMP form provided in RID. 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 EMP. The Project Company shall submit a revised EMP following any violation or non-compliance event.

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, using the MDOT provided NEVI-specific EMP form, 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 Project Company shall monitor and document Work activities so that documents providing evidence for compliance are available to MDOT for inspection at any time. The Project Company shall update and submit a revised EMP if a violation and/or non-compliance event occurs, which must include details such as date of event identification, date of resolution, photos, 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
<b>STATE MDOT</b>	Categorical Exclusion (CE)	NA	Original Preparation & Submission: <ul style="list-style-type: none"> <li>by MDOT</li> </ul> Provide Necessary Information for Revision: <ul style="list-style-type: none"> <li>by Project Company</li> </ul> Preparation & Submission: <ul style="list-style-type: none"> <li>by MDOT</li> </ul>



Government agency	Regulation/Permit	Fees Paid By	Responsible Party
<b>LOCAL AGENCY (COUNTY/TOWNSHIP)</b>	Right-of-Way (ROW) access, noise, and/or other permits required for proposed activity	Project Company	Preparation: <ul style="list-style-type: none"> <li>by Project Company</li> </ul> Submission: <ul style="list-style-type: none"> <li>by Project Company</li> </ul>

#### 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* (20RD402(B525)). 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](#).

#### **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 environmental protection pre-construction meeting may be combined with the Project's pre-construction meeting.

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.

**Table 4-2: Environmental Deliverables**

<b>Deliverable</b>	<b>For Acceptance or Approval</b>	<b>Submittal Schedule</b>	<b>Reference Section</b>
Environmental Management Plan	Acceptance	Within 30 days of Award	4.1.4
Revised Environmental Management Plan	Acceptance	Within 5 days of Non-compliance event	4.1.4
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 Not Used**

#### **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 Authorities Having Jurisdiction 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 \(23 CFR Part 680\)](#)
- 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 Authorities Having Jurisdiction 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 Authorities Having Jurisdiction 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 Authorities Having Jurisdiction 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 J3400 (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.) 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) 2.0.1 or higher.
- 4.) 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 Americans with Disabilities Act of 1990 (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 in accordance with Special Provision for *Tree Removal and Clearing* (20TM202-A395-02) 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 [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)/Illuminating Engineering Society (IES) Recommended Practice (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 public key infrastructure (PKI)s; 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 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., Secure Sockets Layer (SSL)/Transport Layer Security (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 heavy construction across Michigan are listed in the [SAM.gov](#) database for wage determinations. 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 Authorities Having Jurisdiction 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 that the hardware, software, communications, interfaces, and other functionality meet the NEVI Final Rule and Contract Document requirements. Factory test results shall be provided for each unit as verified by the Project Company's quality assurance or test manager. Post-installation system tests results shall be documented using the Project Company's Acceptance Test Plan (ATP). Testing shall ensure that EVSE meets the requirements as outlined in the manufacturer's specifications and ensure testing is done in concurrence with the manufacturer's instructions.

The Project Company shall prepare an ATP in accordance with this section. MDOT will provide a form to the Project Company following Award outlining functionality required during system testing for their use in developing the ATP. The Project Company shall submit the ATP to MDOT for review and acceptance.

The ATP will serve as a guideline to operationally test and validate that the hardware, software, communications, interfaces, and other functionality meets the NEVI Final Rule and Contract Document requirements. The ATP must include a detailed description of the tests to be conducted, the purpose of each test, the steps to conduct each test, the equipment to be used for each test, and the passing criteria. The acceptance tests must be conducted by the Project Company, the State has the right to observe or participate in all or any part of such acceptance tests.

The State may suspend acceptance tests and the corresponding testing period by written notice to the Project Company if the State discovers a material non-conformity. In such event, the Project Company will immediately, and in any case within ten (10) business days, correct such non-conformity, whereupon the acceptance tests and testing period will resume for the balance of the testing period.

#### 22.3.3.1 ATP Deliverable

At a minimum, submit the following for MDOT Approval or Acceptance:

**Table 22-1: ATP Deliverables**

<b>Deliverable</b>	<b>For Acceptance or Approval</b>	<b>Submittal Schedule</b>	<b>Reference Section</b>	<b>Responsible Party</b>
ATP	Acceptance	In advance of Substantial Construction Completion	23.3.3	Project Company
Updated ATP	Acceptance	In advance of Final Construction Acceptance	23.3.3	Project Company
Test Results	Acceptance	In advance of Final Construction Acceptance	23.3.3	Project Company

MDOT will respond with comments or Acceptance within 10 Working Days of receipt of the ATP and Updated ATP.

### **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, foundation, anchor bolt layouts, shop details, EVSE, electrical equipment, lighting equipment, equipment lists, material identification and description, and any other information specifically required by MDOT, the Contract Documents, Authorities Having Jurisdiction, 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 a computer-aided design (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.

**Table 22-2: Third Party Agreement Deliverables**

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.

**Table 22-3: Utility Deliverables**

Deliverable	For Acceptance or Approval	Submittal Schedule	Reference Section
Utility Permits as required	Acceptance	According to Progress Schedule	22
Utility Agreement as required	Acceptance	According to Progress Schedule	22 and Book 1, Section 7.3

### 22.4.4 Authority Having Jurisdiction Permits

Permit application(s) must be submitted to the appropriate enforcing agency per the [Statewide Jurisdiction List](#).

### 22.4.5 Design

At a minimum, submit the following for MDOT Approval or Acceptance:

**Table 22-4: Design Deliverables**

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.

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.
- Authorities Having Jurisdiction, Governmental, and Utility Owner approvals, agreements, and/or permits.
- 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.

#### 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 (PE) 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 NEVI Inspection and Oversight Table (located in RID).
- 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 American Society for Testing and Materials (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.

**Table 22-5: Construction Deliverables**

<b>Deliverable</b>	<b>For Acceptance or Approval</b>	<b>Submittal Schedule</b>	<b>Reference Section</b>
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 Shop and Working Drawings and Product Data. MDOT will respond with comments or Acceptance within 10 Working Days of receipt of As-Built Documents.



## 23 Operations and Maintenance (O&M)

---

Conduct all Work necessary to meet the requirements associated with 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 Authorities Having Jurisdiction 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 an increase to the Contract Price. 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 Payment Card Industry Data Security Standard (PCI DSS) 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 Electric Vehicle Charging Analytics and Reporting Tool (EV-ChART) free access to the data collected from the Charging Station.
- 5.) Data shared with MDOT, EGLE, and EV-ChART 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 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, 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. Additional information regarding the standardized protocol can be found in the Joint Office of Energy and Transportation recommendation memo, [Standardized Protocol for Real-Time APIs as Required by Title 23 CFR 680.116\(c\)](#).
- 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.) 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 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 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).

**23.3.3.4 Project Company must submit one-time data 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:

$$\mu = \frac{(525,600 - (T_{outage} - T_{excluded}))}{525,000} \times 100$$

$\mu$  = 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:

$$\mu = \frac{(131,400 - (T_{outage} - T_{excluded}))}{131,400} \times 100$$

$\mu$  = 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.

- 5.) The inability of a charging port to meet the power requirements because of unusual and unexpected customer usage patterns that deplete on-site battery storage will be calculated against minimum uptime requirements in 23 CFR 680.116(b)(1) as the charging port is unable to successfully dispense electricity in accordance with requirements for power delivery.

#### 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 within 10 feet of any Charging Station 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:

**Table 23-1: O&M Deliverables**

<b>Deliverable</b>	<b>For Acceptance or Approval</b>	<b>Submittal Schedule</b>	<b>Reference Section</b>	<b>Responsible Party</b>
Operations and Maintenance Plan (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: <ul style="list-style-type: none"> <li>by Project Company</li> </ul> Approve or reject data submission <ul style="list-style-type: none"> <li>by MDOT</li> </ul> Revised Submission: <ul style="list-style-type: none"> <li>by Project Company</li> </ul>
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 (OMP)

Prepare an 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.

The Project Company should use the OMP form provided in RID 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 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. The License will be prepared by MDOT and distributed to the Project Company for execution following Award. The License shall not automatically terminate if the Contract is terminated.
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. ensure that the Site Host Agreement allows MDOT to replace the Project Company if MDOT terminates the Contract and allows MDOT or its completion contractor to access the site to carry out all remaining obligations for the Term of the Agreement; and
  - c. 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:

**Table 24-1: Ownership & Usage Rights Deliverables**

<b>Deliverable</b>	<b>For Acceptance or Approval</b>	<b>Submittal Schedule</b>	<b>Reference Section</b>
Site Host Agreement	Acceptance	Within 90 days of award	24



# **APPLICABLE STANDARDS**

## **BOOK 3**

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**Statewide**

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

**National Electric Vehicle Infrastructure (NEVI)**

**Round 2**

**Job Number: 221278**

**November 20, 2024**



# Table of Contents

<b>1</b>	<b>Introduction.....</b>	<b>1</b>
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
<b>2</b>	<b>List of Standards .....</b>	<b>5</b>
 <b>Exhibits</b>		
	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 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 Authorities having Jurisdiction 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 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.
4. 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.”
5. 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.

6. 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.
7. When a standard refers to unauthorized work or to acceptance of non-conforming work by the “Engineer,” the Engineer shall mean MDOT.
8. When a standard refers to “Department,” “MDOT,” or specific job titles within MDOT, such reference shall mean MDOT.
9. Any Acceptances on behalf of MDOT, Department or the State shall be performed by MDOT.
10. Any references in a standard to the Engineer that refer to the time period after Final Acceptance shall mean MDOT.
11. When a standard requires notifications to the Engineer, the Engineer shall mean MDOT.
12. When a standard refers to an approval of any correction or repair that deviates from the Contract requirements, the Approval must be by MDOT.
13. 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.
14. 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.
15. 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, 6 <sup>th</sup> 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	<a href="#">Geological Survey Division, Stratigraphic Lexicon for Michigan, 2001</a>	W
EGLE/Michigan Department of Natural Resources (MDNR)	<a href="#">A Guide to the Control and Management of Invasive Phragmites</a>	W
EIA	Standards	IS
Federal Government	<a href="#">National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680), published on 2/28/2023</a>	W
FHWA	<a href="#">Program Guide: Utility Relocation and Accommodation on Federal-Aid Highway Projects</a>	W
FHWA	The Cone Penetration Test	IS

Organization	Standard	Availability
<b>FHWA</b>	<a href="#">Manual on Uniform Traffic Control Devices for Streets and Highways</a>	W
<b>Illuminating Engineering Society of North America</b>	IES American National Standard Practice for Design and Maintenance of Roadway and Parking Facility Lighting	IS
<b>IES</b>	American National Standard Practice for Design and Maintenance of Roadway and Parking Facility Lighting, RP-8-18, ANSI Approved	IS
<b>IEEE</b>	Institute of Electrical and Electronic Engineers National Electrical Safety Code	IS
<b>IEEE</b>	National Electrical Safety Code	IS
<b>International Code Council (ICC)</b>	International Building Code	IS
<b>International Society of Arboriculture (ISA)</b>	Guide for Plant Appraisal, 9 <sup>th</sup> Edition	IS
<b>MDOT</b>	<a href="#">Administrative Rules Regulating Driveways, Banners and Parades</a>	W
<b>MDOT</b>	<a href="#">Certified Payroll Status Record</a>	W
<b>MDOT</b>	<a href="#">Density Testing and Inspection Manual</a>	W
<b>MDOT</b>	<a href="#">Manual for Michigan Test Methods</a>	W
<b>MDOT</b>	<a href="#">Materials Quality Assurance Procedures Manual</a>	W
<b>MDOT</b>	<a href="#">Materials Source Guide</a>	W
<b>MDOT</b>	<a href="#">HMA Production Manual</a>	W

Organization	Standard	Availability
MDOT	<a href="#">Pavement Design and Selection Manual</a>	W
MDOT	<a href="#">Road Design Manual</a>	W
MDOT	<a href="#">Geometric Design Guides</a>	W
MDOT	<a href="#">Guidelines for Plan Preparation, Road Sample Plans</a>	W
MDOT	<a href="#">Phase II Stormwater Management Plan in compliance with EGLE Statewide General Permit MI0057364 for MDOT (MDOT-Statewide MS4)</a>	W
MDOT	<a href="#">Drainage Manual</a>	W
MDOT	<a href="#">Soil Erosion And Sedimentation Control Manual</a>	W
MDOT	<a href="#">Geotechnical Manual</a>	W
MDOT	<a href="#">Michigan Manual of Uniform Traffic Control Devices</a>	W
MDOT	<a href="#">Pavement Marking Standards and Special Details</a>	W
MDOT	<a href="#">Standard Highway Signs</a>	W
MDOT	<a href="#">Special Details</a>	W
MDOT	<a href="#">Special Provisions</a> See Exhibit 3-2-A	W E
MDOT	<a href="#">Frequently Used Special Provisions</a> includes but is not limited to; <i>Prompt Payment (20SP-109A), 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)</i>	W
MDOT	<a href="#">Notice to Bidders 2020</a>	W
MDOT	<a href="#">Supplemental Specifications, 2020</a>	W
MDOT	<a href="#">Standard Plans</a>	W
MDOT	<a href="#">Standard Specifications for Construction, 2020</a>	W

Organization	Standard	Availability
MDOT	<a href="#">Survey Standards of Practice</a>	W
MDOT	<a href="#">Design Survey Manual</a>	W
MDOT	<a href="#">Maintaining Traffic Typicals</a>	W
MDOT	<a href="#">Traffic and Safety Special Provisions</a>	W
MDOT	<a href="#">Traffic Standards, Typicals, Guides, Guidelines, and Special Details</a>	W
MDOT	<a href="#">Work Zone Devices</a>	W
MDOT	<a href="#">Work Zone Safety and Mobility Policy</a>	W
MIOSHA	<a href="#">MIOSHA Website</a>	W
NEMA	Standards	IS
NFPA	National Electric Code, Current Edition	IS
NFPA	NFPA 70 - National Electric Code Article 625	IS
NIST	Handbook 44	IS
National Spatial Data Infrastructure (NSDI)	<a href="#">Geospatial Positioning Accuracy Standards, Part 3: National Standards for Spatial Data Accuracy, FGDC-STD-007.3-1998</a>	W
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
UL	UL 2251 or equivalent	IS



Organization	Standard	Availability
US Access Board	<a href="#">Design Recommendations for Accessible Electric Vehicle Charging Stations</a>	W
US Access Board	<a href="#">Public Rights of Way Access Guidelines</a>	W
US Access Board	<a href="#">Special Report: Accessible Public Rights-of-Way Planning and Designing for Alterations</a>	W

## **Exhibit 3-2-A: MDOT Special Provisions**

202. Tree Removal and Clearing .....	11
205. Phragmites Plant Material Handling and Disposal .....	15
402. Dewatering System for Contaminated Groundwater .....	17
403. Accessible Drainage Structure Cover .....	20
803. Curb Ramps with Metal Detachable Warning Surface .....	21
816. Slope Restoration, Non-Freeway .....	23

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**TREE REMOVAL AND CLEARING**

ENV:JDG

1 of 4

APPR:DMG:MJO:09-29-23

**a. Description.** This work consists of all tree removals and clearing of vegetation 3 inches or greater in diameter required for the project in accordance with sections 201 and 202 of the Standard Specifications for Construction.

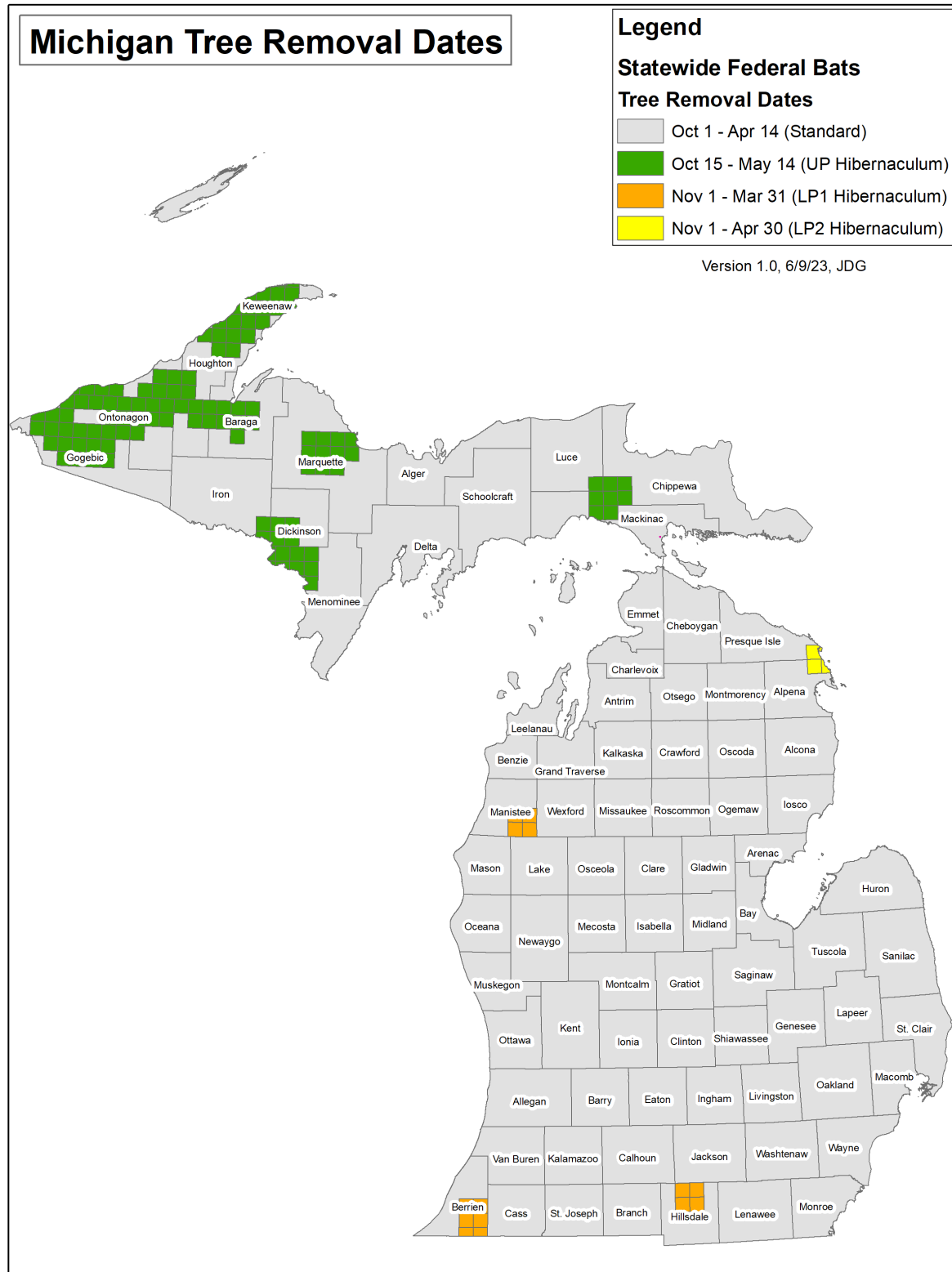
Due to the potential presence of state and federally protected species, complete all tree removals and clearing between October 15 and April 14, as shown on the Michigan Tree Removal Dates map and Supplemental Information on pages 2 to 4 of this special provision.

**b. Material.** None specified.

**c. Construction.** This work must be conducted in accordance with sections 201 and 202 of the Standard Specifications for Construction.

**d. Measurement and Payment.** Clearing and tree removal will be paid for in accordance with subsections 201.04 and 202.04 of the Standard Specifications for Construction and applicable special provisions.

The work must be conducted between the dates of October 15 and April 14, as shown on the Michigan Tree Removal Dates map and Supplemental Information on pages 2 to 4 of this special provision. If the work is not completed within this timeframe, and additional environmental evaluation is required, the Contractor may face penalties from paying any additional costs and being assessed liquidated damages up to being held in default of the contract.



Supplemental Information

For clarification of hibernaculum and/or buffer areas, see the table below.

If a project crosses two zones, the following dates apply to the entire project:

- Standard and UP Hibernaculum: October 15 and April 14
- Standard and LP1 Hibernaculum: November 1 and March 31
- Standard and LP2 Hibernaculum: November 1 and April 14

County	Townships Containing Hibernacula and/or 5-mile Buffers	
<b>Alpena</b>	T32N R8E T32N R9E	
<b>Baraga</b>	T48N R33W T49N R32W T49N R33W T49N R34W T49N R35W	T50N R32W T50N R33W T50N R34W T50N R35W
<b>Berrien</b>	T6S R17W T6S R18W T7S R17W T7S R18W	T8S R17W T8S R18W
<b>Chippewa</b>	T44N R6W	T45N R6W T45N R7W
<b>Dickinson</b>	T38N R28W T38N R29W T39N R28W T39N R29W T39N R30W T39N R31W	T41N R29W T41N R30W T40N R28W T40N R29W T40N R30W T40N R31W T42N R29W T42N R30W
<b>Gogebic</b>	T46N R42W T46N R43W T46N R44W T46N R45W T47N R42W T47N R43W T47N R44W T47N R45W T47N R46W	T48N R44W T48N R45W T48N R46W T48N R47W T49N R45W T49N R46W T49N R47W T50N R45W
<b>Hillsdale</b>	T05S R03W T05S R02W	T06S R03W T06S R02W
<b>Houghton</b>	T49N R35W T49N R36W T50N R35W T50N R36W T51N R36W	T54N R33W T54N R34W T55N R32W T55N R33W T55N R34W

		T55N R35W
	T52N R36W	T56N R32W T56N R33W T56N R34W
<b>Iron</b>	T41N R31W T42N R31W	
<b>Keweenaw</b>	T56N R31W	T58N R29W T58N R30W T58N R31W T58N R32W
	T57N R29W T57N R30W T57N R31W T57N R32W T57N R33W	T59N R29W T59N R30W
<b>Luce</b>	T45N R08W	
<b>Mackinac</b>	T43N R7W T43N R8W	
	T44N R7W T44N R8W	
<b>Manistee</b>	T21N R13W T21N R14W	T22N R13W T22N R14W
<b>Marquette</b>	T46N R26W T46N R27W T46N R28W	T48N R25W T48N R26W T48N R27W T48N R28W
	T47N R25W T47N R26W T47N R27W T47N R28W	
<b>Menominee</b>	T38N R28W	
<b>Ontonagon</b>	T48N R40W T48N R41W T48N R42W T48N R43W	T49N R38W T49N R39W T49N R40W T49N R41W T49N R42W
	T51N R37W T51N R38W T51N R39W T51N R41W T51N R42W T51N R43W T51N R44W	T50N R37W T50N R38W T50N R39W T50N R40W T50N R41W T50N R42W T50N R43W T50N R44W
		T52N R37W T52N R38W
<b>Presque Isle</b>	T33N R08E	

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**PHRAGMITES PLANT MATERIAL HANDLING AND DISPOSAL**

MAC:MEH

1 of 2

APPR:JLB:DMG:08-25-21

**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**

MAR:CJH

1 of 3

APPR:ALS:DMG:03-10-22

**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**

DES:CAL

1 of 2

APPR:TEB:TES:02-19-21

**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**

RSD:NJM

1 of 5

APPR:DMG:KJK:10-16-24

**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) for Slope Restoration, Non-Freeway, Type D, must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between two layers of UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following "minimum average roll value" requirements:

<u>Property</u>	<u>Test Method</u>	<u>Requirement</u>
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) for use in Slope Restoration, Non-Freeway, Type E. 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, IL	(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 BFMs 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, furnish 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, furnish 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
S75BN	Western Excelsior Corp.	(866) 540-9810

For Slope Restoration, Non-Freeway, Type G, furnish 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
Excel SS-2 All Natural	Western Excelsior Corp.	(866) 540-9810
S150BN	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 of 4 inches 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 at no cost to the contract.

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; Fertilizer, Chemical Nutrient; 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 or less, 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; Fertilizer, Chemical Nutrient; 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; Fertilizer, Chemical Nutrient; 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; Fertilizer, Chemical Nutrient; 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; Fertilizer, Chemical Nutrient; 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 or less, and in any ditch with a grade less than 1.5 percent. **Slope Restoration, Non-Freeway, Type F** includes installing Topsoil Surface; Fertilizer, Chemical Nutrient; 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; Fertilizer, Chemical Nutrient; seeding mixture; and double net modified Mulch Blanket.

# **REFERENCE INFORMATION DOCUMENTS**

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**Statewide**

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

**National Electric Vehicle Infrastructure (NEVI)**

**Round 2**

**Job Number: 221278**

**November 20, 2024**



## INDEX OF REFERENCE INFORMATION DOCUMENTS

The following documents are attached. RID documents are reference only and should not be completed as part of a Proposal. These forms and documents are reference material for Project Companies to be filled out following Proposal selection.

RID MISCELLANEOUS REFERENCE	
Project Company Templates	
	NEVI_Round2_EMP.pdf
	NEVI_Round2_OMP.pdf
	NEVI_Round2_PQM.pdf
	NEVI_Round2_Progress_Schedule.pdf
	MDOT NEVI Buy America Certificate.pdf
Inspection	
	NEVI_Round2_Inspection_and_Oversight_Table.pdf
DBOM Supplemental Contract Documents	
	Contract Package Part 1 – Contract Information.pdf
	Contract Package Part 1 - Form 5100J – Consultant Data and Signature Sheet.pdf
	Contract Package Part 1 - SIGMA Form.pdf
	Contract Package Part 2 - Bond Forms.pdf
	Contract Package Part 3 - Contract.pdf
	Award Letter.pdf
	Subcontract Form.pdf
	License.pdf

**ENVIRONMENTAL MANAGEMENT PLAN (EMP)**

Site Information		
1.	Project Company Name	
2.	Site ID	
3.	Site Address	

Document Control		
Version No.	Preparer	Date
1.0		
2.0		

# 1 Scope & Key Personnel

## 1.1 Scope

Per **Book 2, Section 4: Environmental Compliance** of the Michigan Department of Transportation (MDOT) National Electric Vehicle Infrastructure (NEVI) Round 1 Design-Build-Operate-Maintain (DBOM) Request for Proposals (RFP), the Project Company must develop and maintain an Environmental Management Plan (EMP) for the work to ensure environmental compliance. The EMP shall obligate the Project Company to protect the environment, adhere to all state and federal laws, and document the measures taken during the performance of the work to avoid, minimize, and mitigate impacts on the environment through design efforts and during construction activities of the Project. 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.

It is intended that the EMP is a flexible document which shall be updated to meet the needs of the Project Company and MDOT. If updates or revisions are identified as being beneficial, the EMP can be revised during the project subject to MDOT approval.

The following EMP must be filled out and submitted to MDOT for acceptance. MDOT may request revisions if deficiencies are identified.

## 1.2 Environmental Personnel

Table 1: Key Environmental Personnel		
	Request	Response
1.	Identify the Project Company Environmental Compliance Manager (ECM) responsible for ensuring environmental compliance for the Project. Please include the email and phone number of the ECM.	
2.	Identify the Project Company Certified Stormwater Operator/Soil Erosion and Sediment Control (SWMCS/SESC) individual.	
3.	List any additional environmental compliance personnel that will support the Project.	

## 2 Environmental Management Plan

---

**Table 2: Environmental Standards and Controlling Authority**

	Request	Response
1.	Provide a list of project environmental permits and the enforcing government agency.	

**Table 3: Environmental Compliance Activities and Documentation**

	Request	Response
1.	Provide a description of activities to be completed by the Project Company to ensure environmental compliance.	
2.	Provide a description of all monitoring and reporting activities by the Project Company in accordance with the requirements set forth in the Environmental Laws and MDOT policies.	
3.	Provide a description of the QA/QC process that will be implemented by the Project Company to verify the compliance of the EMP with all applicable Environmental Laws.	



**Table 4: Addressing Concerns or Violations**

	Request	Response
1.	<b><i>**If applicable**</i></b> 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.	

**Table 5: Deliverables**

	The following deliverables are required per Book 2, Section 4 of the NEVI DBOM Round 1 RFP.
1.	Environmental Management Plan ( <i>this document</i> )
2.	Regulated Area Permit Documentation
3.	Erosion and Sedimentation Control Plans
4.	Local Permit Documentation
5.	Contaminated Groundwater Dewatering Plan (if required)

## OPERATIONS & MAINTENANCE PLAN (OMP)

### Site Information

1.	Project Company Name	
2.	Site ID	
3.	Site Address	

### Document Control

Version No.	Preparer	Date
1.0		
2.0		

# 1 Scope

Per **Book 2, Section 23: Operations and Maintenance (O&M)** of the Michigan Department of Transportation (MDOT) National Electric Vehicle Infrastructure (NEVI) Round 1 Design-Build-Operate-Maintain (DBOM) Request for Proposals (RFP), the Project Company must develop an Operations and Maintenance Plan (OMP) to document the plan, schedule, staffing and approach to meet minimum contract requirements during the five year O&M Phase of the project. The OMP must also provide information on the approach to meet minimum contract requirements for data collection, management, storage, and reporting.

## 2 Operations and Maintenance

Fill out and complete the tables below to establish an OMP for the subject site. MDOT may request revisions to the OMP if deficiencies are identified.

**Table 1: Operations & Maintenance**

	Request	Response
1.	What entity is responsible for performing routine maintenance, unplanned maintenance, or other site/equipment repairs? <i>List multiple entities and their responsibility if more than one entity is responsible for O&amp;M.</i>	
2.	Does the entity(ies) workforce responsible for maintaining and operating chargers have the appropriate licenses, certifications, and training to ensure that the maintenance of chargers is performed safely by a qualified and licensed technician per the NEVI final rule? <i>(Yes / No)</i>	
3.	What is the Project Company's plan and frequency for performing preventative/routine maintenance?	
4.	What are the proposed preventative/routine maintenance and site inspection activities?	
5.	How will facility deficiencies be identified?	

**Table 1: Operations & Maintenance**

	Request	Response
6.	What is the procedure once deficiencies are identified? <i>Include details regarding the process for notifying the entity responsible for O&amp;M when a deficiency is identified and work order process/close out.</i>	
7.	What is the procedure when a deficiency is found that makes the site unsafe for public use?	
8.	What are the response times for addressing deficiencies? <i>If response times differ based on severity, list each category.</i>	
9.	What is the procedure for documenting deficiencies?	
10.	What is the procedure to ensure the deficiency was fully addressed and the site is safe for public use?	
11.	What methods are available for the public to report site deficiencies? What procedures are used to monitor and respond to publicly reported deficiencies?	
12.	What is the process for addressing vandalism or other unplanned damage to a charging station?	

**Table 1: Operations & Maintenance**

	<b>Request</b>	<b>Response</b>
13.	Who is responsible for maintaining the area immediately surrounding the site, such as trash pickup and snow removal?	
14.	Who is the point of contact that can be contacted 24 hours a day by MDOT should a maintenance and/or emergency arise. Provide contact information and backup as appropriate.	
15.	What reporting measures will be put in place to document adherence to meet NEVI requirements, including 97% uptime. <i>(Include how the reporting mechanisms are both ADA compliant and multilingual per NEVI requirements)</i>	
16.	What is the process for upgrading the charging station, such as increasing power or adding plug types?	
17.	What additional information is relevant to the Project Company's approach for routine maintenance?	

### 3 Data Management

**Table 2: Data Collection, Management, and Sharing**

	Request	Response
1.	<p>What entity is responsible for the collection, management, and submission of annual data to EV-ChART?</p> <p><i>Identify if the entity is different for static reports and real-time data sharing.</i></p> <p>Provide a point of contact(s) and their contact information should a reporting issue arise.</p>	
2.	Describe the process for collecting and managing the data required for quarterly and annual submissions.	
3.	Describe the QC checks or reviews performed prior to data submittals to ensure they are accurate and meet requirements?	
4.	Describe the process for collecting, managing, and sharing real-time data with EGLE, MDOT, and third-parties?	
5.	Describe the troubleshooting procedures when inaccurate and/or missing data is discovered.	
6.	Describe the data archiving and backup procedures to ensure data is not lost.	
7.	What additional information is relevant to the process and systems for data collection, reporting, management, and sharing during the O&M period?	

## PROJECT QUALITY MANUAL (PQM)

### Site Information

1.	Project Company Name	
2.	Site ID	
3.	Site Address	

### Document Control

Version No.	Preparer	Date
1.0		
2.0		

# 1 Scope & Project Team

---

## 1.1 Scope

The Project Company is responsible for providing a Project Quality Manual (PQM) in accordance with Michigan Department of Transportation (MDOT) National Electric Vehicle Infrastructure (NEVI) Round 1: Book 2, Section 2.4. The PQM describes the independent Quality Control (QC) and Quality Assurance (QA) practices performed to ensure Design & Construction (D&C) and Operations & Maintenance (O&M) deliverables satisfy contract requirements. The PQM must identify who is responsible for quality management, Project Company's approach to quality management, and how quality issues will be resolved. Below provides the goals of the PQM by D&C and O&M Phases.

D&C Phase - develop and implement a D&C quality management approach that:

- Promotes quality in the work product.
- Exhibits sound Design QC and QA 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.
- 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.

O&M Phase - develop and implement a O&M 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.

Revisions to facilitate, improve, and implement quality procedures and processes are likely and welcomed when they promote a high-quality product.

## 1.2 Key Personnel

Identify the following Key Personnel who fill the roles listed in Table 1. Please use no more than 100 words to describe the Individual's responsibilities. The Quality Control Manager for Design, Construction, and Operations & Maintenance (O&M) can be the same individual.



**Table 1: Key Personnel**

	Personnel Classification	Individual's Name & Company	Responsibilities
1.	Project Manager (PM)		
2.	Design Quality Control Manager		
3.	Construction Quality Control Manager		
4.	O&M Quality Control Manager		

## 2 Project Quality Manual

### 2.1 QA/QC Processes and Procedures

For a successful PQM, it is imperative that the entire project team be aware of the differences between QA and QC. The definitions for these are as follows:

**QA** – Those activities performed to assure that quality planning, control, monitoring, and improvement activities were performed in accordance with the PQM and to assure that those activities were effective to meet contract deliverable requirements.

**QC** – Those activities performed during production to ensure that deliverables conform to the specified contract requirements for that project element and to correct nonconforming elements, prior to submission of the deliverable.

The Project Company must complete the following sections to describe the quality procedures that will be followed by all project team members to ensure the Project meets the requirements of the contract documents.

Table 2: Design Development		
	Request	Response
1.	Describe the Project Company's QA procedures during design.	
2.	Describe the Project Company's QC procedures during design.	
3.	Describe the procedures by which quality control checks or reviews of deliverables are performed to ensure they meet requirements? Response must include a description of QC checks, QA reviews, and any other reviews that will be performed.	
4.	Describe the Project Company's procedures for design changes occurring after being Released for Construction (RFC).	

Table 3: Non-Conforming Work		
	Request	Response
1.	Describe the Project Company's process for documenting Non-Conforming Work once the design is identified not in conformance with the approved contract documents, or the requirements of the PQM.	
2.	In the event of Non-Conforming Work, describe the Project Company's corrective action procedures to prevent future events.	

3.	Describe the Project Company's process and procedures for corrective action once a non-Conforming issue is identified during design <u>and</u> construction. <i>(Clarify if different between phases)</i>	
----	---	--

**Table 4: Construction**

	Request	Response
1.	Describe the Project Company's QA procedures during construction.	
2	Describe the Project Company's QC procedures that ensure the standards of the design documents are adhered to during construction.	

**Table 5: Document Control**

	Request	Response
1.	Describe the Project Company's document control procedures.	

**PROGRESS SCHEDULE**

Site Information		
1.	Project Company Name	
2.	Site ID	
3.	Site Address	

Document Control		
Version No.	Preparer	Date
1.0		
2.0		

Per **Book 2, Section 2.3: Schedule Management** of the Michigan Department of Transportation (MDOT) National Electric Vehicle Infrastructure (NEVI) Round 1 Design-Build-Operate-Maintain (DBOM) Request for Proposals (RFP), the Project Company must fill out the progress schedule below with the applicable dates and activities required to complete each activity/milestone. Rows are included as “*Additional Milestone*” at the bottom of the table for the Project Company to show other major milestones beyond those pre-populated.

Activity	Items required for Milestone Event <i>(Italicized items are required per the Contract)</i>	Duration (Workdays)	Start Date (MM/DD/YY)	Completion Date (MM/DD/YY)
Notice to Proceed				
Required Plans and Agreements	<i>Project Quality Manual, Environmental Management Plan, Progress Schedule, License Agreement, Site Host Agreement</i>			
Third Party Agreements				
Utility Permits				
Utility Agreements				
100% Plan Submission				
Released for Construction (RFC) Submission	<i>RFC Documents, Address 100% plan comments</i>			
Construction Kickoff	<i>Erosion and Sedimentation Control Plan</i>			

<b>Activity</b>	<b>Items required for Milestone Event</b> <i>(Italicized items are required per the Contract)</i>	<b>Duration (Workdays)</b>	<b>Start Date (MM/DD/YY)</b>	<b>Completion Date (MM/DD/YY)</b>
Substantial Construction Completion				
Commissioning (available for public use)				
Notification of Ready to Test				
Final Construction Acceptance				
One Time Data Submittals				
First Quarterly Data Submittals				
First Annual Data Submittals				
First Annual Operations and Maintenance (O&M) Coordination Meeting				

Activity	Items required for Milestone Event <i>(Italicized items are required per the Contract)</i>	Duration (Workdays)	Start Date (MM/DD/YY)	Completion Date (MM/DD/YY)
<i>Other Milestone</i>				
<i>Other Milestone</i>				
<i>Other Milestone</i>				
<i>Other Milestone</i>				

## BUY AMERICA CERTIFICATE OF COMPLIANCE

The undersigned Project Company hereby certifies compliance with the requirements of 23 U.S.C. § 313, the federal regulations and 23 C.F.R. § 635.410 on behalf of itself and all subcontractors, vendors, and suppliers (collectively herein, "Project Company") through the completion of this form.

Contract ID: \_\_\_\_\_ Project Company: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Company Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Does the project qualify for the [Small Grants Waiver](#)? Yes ☐ No ☐ If "Yes", Construction Materials and Steel & Iron Products/Materials tables do not need to be completed.

Does the project qualify for the [Des Minimis Costs Waiver](#)? Yes ☐ No ☐ If "Yes", Construction Materials table does not need to be completed.

Does the project qualify for the [Manufactured Products Waiver](#)? Yes ☐ No ☐ If “Yes”, Manufactured Products table does not need to be completed.

[Q&As for the Waiver of Buy America Requirements for De Minimis Costs and Small Grants](#)

[illegible]



## Manufactured Products

The Project Company certifies that the following manufactured products shipped/provided to the subject project are in full compliance with the Federal Highway Administration (FHWA) Buy America requirements as specified in Title 23 of the Code of Federal Regulations (CFR) Section 635.410.

[illegible]

Construction Materials				
The Project Company certifies that the following construction materials shipped/provided to the subject project are in full compliance with the Federal Highway Administration (FHWA) Buy America requirements as specified in Title 23 of the Code of Federal Regulations (CFR) Section 635.410.				
Material/Product Name	Approximate Quantity	Supplier Company Name and Location	Have all manufacturing processes for the construction material occurred in the United States (yes/no)	Description of Construction Materials in United States

Construction Materials: Pursuant to the definition in 2 CFR 184.3, construction materials are articles, materials, or supplies that consist of only one of the following items. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of a material as a construction material:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable);
- optical fiber;
- lumber;
- engineered wood; or
- drywall.

Steel/Iron Products and/or Materials				
The Project Company certifies that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following steel/iron products and/or materials shipped or provided to the subject project are in full compliance with the Federal Highway Administration (FHWA) Buy America requirements as specified in Title 23 of the Code of Federal Regulations (CFR) Section 635.410.				
Material/Product Name	Approximate Quantity	Supplier Company Name and Location	Have all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States (yes/no)	Description of Steel/Iron Materials in the United States

Project Company further certifies that as required, Project Company will maintain all records and documents pertinent to the Buy America requirement, for not less than three years from the date of Final Completion. These files will be available for inspection and verification by MDOT and/or the Federal Highway Administration.

Project Company further certifies that the total value of foreign steel as described in the Buy America requirements for a Project will not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

NEVI INSPECTION AND OVERSIGHT APPROACH

Items	Basis of Acceptance		Notes
	Substantial Construction Completion	Final Construction Completion**	
Site Development Work			
HMA	VI	*	
Aggregate	None	None	
Concrete	VI	*	
Sidewalk	VI	*	
Rebar	None	None	
Curb and gutter	VI	*	
Wheel stops	VI	*	
Bollards	VI	*	
Pavement markings	VI	*	
Signing/sign posts	VI	*	
Embankment	VI	*	
Turf establishment	VI	*	MDOT SP provided in NEVI contract documents
Landscaping	VI	*	
Other site restoration	VI	*	
Site cleanup	VI	VI	
EV Charger ( <i>physical construction</i> )			
Charging station	VI	*	
Pedestal mount	VI	*	
Foundation/pad	VI	*	
Anchor bolts	VI	*	
Supporting Electrical Infrastructure			Covered by AHJ electrical permit, MDOT to VI to verify infrastructure has been installed
Distribution transformer	VI	*	
Switchgear	VI	*	
Power disconnect	VI	*	
Current transformer cabinet	VI	*	
Electrical meter	VI	*	
Distribution panel	VI	*	
Transformer	VI	*	
Foundation/pad	VI	*	
Conduit	None	None	
Junction box	VI	*	
Fittings	None	None	
Conductors	None	None	
Grounding	None	None	
Other Site Amenities			
Lighting	TBD	TBD	MDOT to determine if AHJ will inspect new lighting
Canopy	TBD	TBD	MDOT to determine if AHJ will inspect new canopy
Bench	VI	*	
CCTV	VI	*	Included in system test
Trash/recycle	VI	*	
Emergency call box	VI	*	Included in system test
Irrigation (if impacted)	VI	*	
Fence	VI	*	
ADA inspection			
EV Charging Station equipment			
Reach range	FM	*	
Accessible controls	FM	*	
Connectors (operation with one hand)	FM	*	
Charging cables (no more than 5 lbs)	FM	*	
User interface (display)	None	ST	
Payment features	None	ST	
Customer service/help	None	ST	
Website/mobile applications	None	ST	
OCPP	None	ST	
Parking area			
Number of spaces	VI	*	
Parking stall dimensions	FM	*	
Clearance dimensions	FM	*	
Slope (in all directions)	FM	*	
Curb ramp	FM	*	MDOT SP provided in NEVI contract documents
Access aisle	FM	*	
Signing	VI	*	
Pavement marking	VI	*	
Pathway to building free of obstructions	VI		

Items		Basis of Acceptance		Notes
		Substantial Construction Completion	Final Construction Completion**	
NEVI System Testing (EV Charger Functionality)				Specific tests to be performed within each category to be developed based on MDOT RFP and NEVI Final Rule
	Power	None	ST	
	Charging ports	None	ST	
	Payment system and methods	None	ST	
	Membership	None	ST	
	Price transparency	None	ST	
	Hours of operations	None	None	Confirmed during O&M
	Certifications (OSHA, MDARD)	None	CD	
	Interoperability (ISO, OCPP, OCPI)	None	ST or CD	
	Customer reporting	None	ST	
	Display	None	ST	
	Enclosure	None	VI	
	Communications	None	ST	
	Data sharing	None	ST	
	Emergency shutoff	None	ST	MDOT to determine if AHJ will inspect emergency shut off
	Emergency call box (if installed)	None	ST	
	CCTV	None	ST	
Legend				
VI	Visual Inspection			
ST	System Testing			
CD	Certification Documentation			
FM	Field Measured			
AHJ	Authority Having Jurisdiction			
*	Inspection performed if included on substantial construction completion punch list			
**	Final Construction Completion requires the Project Company to have obtained all applicable permits/approvals from the AHJ			



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
**DEPARTMENT OF TRANSPORTATION**  
LANSING

BRADLEY C. WIEFERICH, P.E.  
DIRECTOR

Date

Project Company

PC Address

Re: NEVI Charging Station Site at XXXXXXXXXX

Contract ID: XX000-217941-XXX

Enclosed is Part 1 of the NEVI Contract Package for the charging site you are the selected proposer for and includes the following documents:

- NEVI General Contract Information
- NEVI Contract Execution Process
- Insurance Requirements
- Federal Letting Requirements including FHWA-1273
- Davis-Bacon wage rates
- SIGMA Vendor Customer ID, payment contact, and bonding agent form
- 5100J Authorized Signer form

Please complete and submit the 5100J and SIGMA forms to MDOT via email. Upon submitting the 5100J and SIGMA forms, MDOT will distribute bond forms via OneSpan to the Project Company's bonding Agent and then the Project Company's authorized signer. The contract agreement will be provided for signature via OneSpan upon approval of bond forms and insurance documentation. Contract Award and Notice to Proceed (NTP) will be provided upon execution of the contract agreement.

More information can be found in the NEVI Contract Execution Process document.

The supplying of the Contract Package documents does not constitute an award of the contract, and you are hereby advised NOT TO START WORK until officially authorized to do so by letter from MDOT. A contract is not awarded until it has been signed by all parties, including MDOT. Any monies expended in preparation for this project prior to the actual award of this project will be at the risk of your firm, are ineligible costs, and will create no liabilities for the MDOT, the State Transportation Commission, or the State of Michigan if your firm is not awarded the contract for this project.

The contract will not be awarded until all applicable contract documents have been received and approved and the contract has been signed by MDOT. Be sure your bonding agent puts the "bond number" on all required bonds, affixes electronically applied seals, and inserts an electronic or digital power-of-attorney authorization form. Failure to do so may result in a delay in awarding the contract.

You can check on the award status of contracts by contacting the Innovative Contracting Project Manager Steve Minton at [mintons@michigan.gov](mailto:mintons@michigan.gov)

## **NEVI General Contract Information**

Updated 10-16-24

### **OneSpan**

All contract documents requiring signature will be signed digitally using the cloud-based digital signature solution OneSpan. No account in OneSpan is required to sign NEVI contract documents. Authorized Project Company contacts will receive emails with a link to sign contract documents including an agreement to electrically sign State of Michigan documents. More information on OneSpan can be found here: [MDOT Digital Signature Program \(michigan.gov\)](#)

### **SIGMA**

To receive payments, Project Companies are required to have a SIGMA vendor customer ID.

To sign up, visit: [Welcome to CGI Advantage Vendor Self Service Portal: Home \(michigan.gov\)](#)

Project Companies are also required to be EFT ready to receive prompt payment from MDOT. Please verify that your EFT information is up to date in SIGMA.

Provide SIGMA vendor customer ID and a payment point of contact on the attached form and send to [MDOT-Michigan-NEVI-Contracting@Michigan.gov](#)

### **Primary Authorized Signer**

Each Project Company must have a designated person authorized to execute contracts documented on Form 5100J.

### **Contract ID**

Each charging site project will have a unique Contract ID which will be used throughout the life of the contract and referenced on contract documents.

### **Contract Documents**

The executed contract documents including Books 1, 2, and 3 and addendum will be available to the Project Company via a SharePoint website.

### **Subcontracts and agreements**

Documentation for subcontracts and agreements with teaming partners will be reviewed for approval after contract award.

### **Award and 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.

Questions regarding status of award should be directed to Steve Minton at [mintons@Michigan.gov](#)

# **NEVI Contract Execution Process**

Updated 10-16-24

## **Revised Price Proposal**

Following Notification of Selection, the Project Company is responsible for contacting the designated electric distribution utility to obtain a site-specific utility infrastructure cost estimate and incorporate into a Revised Price Proposal. The contract execution process begins after MDOT accepts the Project Company's Revised Price Proposal submittal.

## **Contract Package**

The contract package is distributed by MDOT in three parts; Part 1 sent via email, and Part 2 & 3 sent via OneSpan for signature.

### **Part 1**

The email from MDOT notifying the Project Company of an Accepted Revised Price Proposal contains Part 1 of the contract documents separated into 3 PDFs.

1. General Contacting information
  - a. NEVI Cover Letter
  - b. NEVI General Contract Information Page
  - c. NEVI Contract Execution Process
  - d. Insurance requirements
  - e. Federal Letting Requirements including FHWA-1273
  - f. Davis-Bacon wage rates
2. SIGMA Vendor Customer ID, payment contact, and bonding agent form
3. 5100J Authorized Signer form

The Project Company must complete and submit the 5100J and SIGMA forms to MDOT via email response.

### **Part 2**

Upon completion of Part 1, the following bond forms and insurance documentation must be completed:

1. Bond Forms:

MDOT distributes the bond forms to the Project Company's bonding Agent via OneSpan for signature. Once signed by the bonding Agent, MDOT distributes the bond forms to the Project Company's primary authorized signer via OneSpan for signature. Instructions for the bonding agent signature and seal process are sent by MDOT prior to sending the bond forms.
2. Insurance:

Project Companies must email certificate of insurance (COI) documents to [MDOT-Michigan-NEVI-Contracting@michigan.gov](mailto:MDOT-Michigan-NEVI-Contracting@michigan.gov). If a Project Company is selected for multiple sites, they must submit separate COIs for each contract.

MDOT will review the submitted bond forms and insurance documentation for compliance prior to moving to Part 3.



**Part 3**

Upon completion of Part 2, the following contract agreement and award process is followed:

1. Contract Agreement & Award:

MDOT distributes the contract agreement document via OneSpan to the Project Company's authorized signer. Once signed, MDOT will be notified via OneSpan for final execution by MDOT. MDOT will send Notice of Award to the Project Company via email which serves as Notice to Proceed.

## **Insurance Requirements**

For insurance approval, the submitted insurance must meet the limits specified in Section 107.10 of the 2020 Standards and Specifications for Construction (Standard Specifications). The purpose of this document is to provide summary information, not to replace what is shown in the Standard Specifications or other contract documents.

**All submittals must indicate the Contract ID in the Description of Operations when using the ACORD form.**

\* An Electronic Copy of CERTIFICATE OF LIABILITY INSURANCE (COI) which exhibits the following:

- Commercial General Liability limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate\*
- Automobile Liability, Any Auto, \$2,000,000 Combined Single Limit
- Umbrella Liability - The Project Company may meet the requirements of the subsection 107.10.C1 and subsection 107.10.C.2 through an umbrella policy.
- Worker's Compensation - \$500,000 minimum Employers Liability limit\*
- Endorsement of ISO Form CG 2010 Additional Insured (or equivalent) must be exhibited
- Exhibit the contract ID number on the Certificate of Insurance.
- The following must be added as additional insureds:
  - Michigan Department of Transportation
  - Site Host (if the Project Company is not the Site Host)

Or:

**An Electronic Copy of an OWNERS PROTECTIVE POLICY** exhibiting the proper limits and language to meet the terms outlined in 107.10

AND

**An Electronic Copy of a [1304A](#)** Proof of Insurance for Construction and Reconstruction of Michigan Department of Transportation Highway/Aeronautics Project)

### **Owners Protective Policy (OCP) must exhibit the following:**

**Owners Protective Liability.** The Project Company must ensure that the insurer extends bodily injury and property damage protection, including general supervision of work performed, to the State, the Commission, the Department, and their agents and employees and, as indicated by the identity of the contracting parties, to participating political subdivisions and public corporations. The minimum limit will be \$1,000,000.

In lieu of the Owners Protective Liability, the Contractor must add to their Bodily Injury and Property Damage Policy.

**Additional Insured.** The Bodily Injury and Property Damage Policy must name as additional insured the State, the Department, and the Commission and all agents and employees thereof and, where indicated by the identity of the contracting parties, the protection must be extended to all participating political subdivisions and public corporations.

- a) **Per Project Aggregate.** The Bodily Injury and Property Damage Policy must be endorsed with an endorsement that provides the General Aggregate Limit to each designated construction project.
- b) **Umbrella Policy.** An umbrella policy with a \$2,000,000 limit must be provided.
- c) **Notice.** The Project Company must ensure that all insurance policies and binders include an endorsement by which the insurer agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The Contractor must stop operations if any insurance is canceled or reduced and must not resume operations until new insurance is in force.

### Certificate Holder Address

Michigan Department of Transportation  
 425 W Ottawa St  
 P.O. Box 30050  
 Lansing, MI 48909

### Professional Liability Insurance

Professional Liability Coverage of the type and in the amount provided below is required for the Project Company or Teaming Partner creating the Design Documents for the Project. If a Subcontractor is creating the Design Documents for the Project, the Subcontractor must present satisfactory evidence to the Project Company it has obtained Professional Liability Insurance of the type and in the amount provided below prior to beginning work. MDOT reserves the right to request Professional Liability Insurance documentation from a Subcontractor.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$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
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Claim	

Please submit one copy to: [MDOT-Michigan-NEVI-Contracting@Michigan.gov](mailto:MDOT-Michigan-NEVI-Contracting@Michigan.gov)

Required with Non-Pregualified Services Proposal.

5100J (02/2024)		Required with Non-Prequalified Services Proposal.		DATE	
INDIVIDUAL/FIRM				FED. I.D. NUMBER	
ASSUMED NAME					
NAME OF CORPORATION					
ADDRESS					
CITY				STATE	
STATE IN WHICH INCORPORATED				ZIP CODE	

Has this company, its parents, subsidiary, principals, or any owner, officer, partner, or employee on the company ever been suspended or debarred from doing business by any State or the Federal government?

No Yes If yes, please provide a detailed explanation below:

Please provide names of company principals below:

FULL NAME (Please print or type)

## PERSONS AUTHORIZED TO EXECUTE CONTRACTS

The following persons are duly authorized to sign contracts and related documents on behalf of:

**NOTE:** Beginning January 1, 2018, MDOT will execute all consultant contracts digitally. Please visit [www.Michigan.gov/MDOT-eSign](http://www.Michigan.gov/MDOT-eSign) for more information.

**PRIMARY AUTHORIZED SIGNER**

List the name and e-mail address of your firm's primary authorized signer.

NAME	TITLE
PHONE NUMBER (Include Area Code)	E-MAIL ADDRESS (Required)

### ADDITIONAL AUTHORIZED SIGNERS

[illegible]

CERTIFICATION AFFIDAVIT

The undersigned affirms that all information provided on this form is true and correct and includes information necessary to identify and explain the operations of

Any misrepresentation will be grounds for initiating action under federal or state laws concerning false statements.

I understand that by signing below, I have/will use the E-verify system to verify that new employees are legal present and authorized to work in the United States. I agree to supply/receive information electronically and agree to utilize MDOT's current digital signature software as the legal equivalent of my hand-written signature on all required transactions.

PRINT OR TYPE NAME, SAME AS SIGNATURE BELOW	TITLE	
AUTHORIZED SIGNATURE		DATE

### **SIGMA, Payment Contact, and Signer Information for NEVI Contracts**

Submit form to [MDOT-Michigan-NEVI-Contracting@Michigan.gov](mailto:MDOT-Michigan-NEVI-Contracting@Michigan.gov)

Project Company Name:

SIGMA Vendor Customer ID:

Payment Contact name:

Payment Contact email:

Surety Agent Name:

Surety Agent Email:

The Surety Agent name must match exactly the name on the Surety Power of Attorney.

This information should be updated as often as required and resubmitted to the email address above.

This information required by Act 17,  
P.A. of 1925, Act 286, P.A. of  
1964, in order to obtain surety  
guarantee.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

In accordance with Act 17 of 1925 and Act 286 of 1964

## **D&C BONDS**

Contract ID: XX000-XXXXXX-XXX

Bond No.

### D&C PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, XXXXXXXXX, a limited liability corporation as principal, and

XXXXXXXXXXXX as surety, are held and firmly bound unto the State of Michigan,

Michigan Department of Transportation, in the penal sum of

XXXXXXX

lawful money of the United States, to be paid to the said State of Michigan, Michigan Department of Transportation, or to its certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this XXXXXXXXXXXX

Consistent with the obligations of this bond, and subject to the below, the obligations secured by the D&C Bonds are all obligations under the Project Agreement or any Contract to the extent relevant to the D&C Works, excluding the O&M Term.

The parties agree that this bond will not secure any obligations relating to the O&M Works relating solely and directly to the achievement of O&M Work occurring after Final Construction Acceptance.

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully, do, execute and perform the D&C Works obligations within the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

XXXXXXXXXX

Principal

By

Surety

By

NOTE If the principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of the officer signing must be attached or be on file with the Michigan Department of Transportation. The Surety Company shall attach a valid Power of Attorney of person or persons executing bond for the company.

Commission Received by:



**XX000-XXXXXX-XXX**

---

Bond No.

**D&C LIEN BOND**

KNOW ALL MEN BY THESE PRESENTS, That We, **XXXXXXXXXX** as principal, and

**XXXXXXXXXXXXXXXXXXXXXX**

as surety, are held and firmly bound unto the State of

Michigan, Michigan Department of Transportation, in the sum of

**XXXXXXXXXX**

lawful money of the United States, to be paid to the said State of Michigan, Michigan Department of Transportation, or, to its assigns, or to any person, firm or corporation who may furnish labor, materials, supplies for equipment, for camp or construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and each and every one of them firmly by these presents.

Sealed with our seals and dated this

**XXXXXXXXXX**

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for camp or construction, and rental of equipment, furnished and actually used in the performance of the D&C Works obligations within the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Consistent with the obligations of this bond, and subject to the below, the obligations to be secured by the D&C Bonds are all obligations under the Project Agreement or any Contract to the extent relevant to the D&C Works, excluding the O&M Term.

The parties agree that this bond will not secure any obligations relating to the O&M Works relating solely and directly to the achievement of O&M Work occurring after Final Construction Acceptance.

XXXXXXXX

Principal

By

Surety

By

**XX000-XXXXXX-XXX**

---

Bond No.

### **ENDORSEMENT**

The provisions of the foregoing lien bond shall also apply to indebtedness described therein in the case of a subcontractor in which notice of reliance on the security of the bond is not furnished within the 60-day period provided in 1905 PA 187, § 2, MCLA 570.102; MSA 26.322 provided such notice is furnished within 60 days after notice of payment of the final estimate or the post final estimate having been made by the State of Michigan, Michigan Department of Transportation, or in the case of a supplier to the contractor or a subcontractor, within 60 days after the materials are last furnished. Nothing in this endorsement shall be considered so as to limit or narrow the coverage provided for in said lien bond, but is in addition thereto, and not in lieu thereof.

**XXXXX**

Principal

By

Surety

By

This information required by Act 17,  
P.A. of 1925, Act 286, P.A. of  
1964, in order to obtain surety  
guarantee.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
In accordance with Act 17 of 1925 and Act 286 of 1964

## **O&M BONDS**

Contract ID: XX000-XXXXXX-XXX

**XX000-XXXXXX-XXX**

---

Bond No.

**O&M PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That We, **XXXXXXXXXX, a limited liability corporation** as principal, and

XXXXXXXXXXXX as surety, are held and firmly bound unto the State of Michigan,

Michigan Department of Transportation, in the penal sum of

**XXXXXXX**

lawful money of the United States, to be paid to the said State of Michigan, Michigan Department of Transportation, or to its certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this **XXXXXXXXXXXX**

Consistent with the obligations of this bond, and subject to the below, the obligations secured by the O&M Bonds are all obligations under the Project Agreement or any Contract to the extent relevant to the O&M Works, excluding the D&C Term.

The parties agree that this bond will not secure any obligations relating to the D&C Works relating solely and directly to the achievement of D&C Work occurring prior Final Construction Acceptance.

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully, do, execute and perform the O&M Works obligations within the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Notwithstanding the terms and conditions of this bond and the Contract and without limiting MDOT's rights under Book 1, Section 8 of the Project Agreement, this bond is issued for the O&M Term, which is the period from Final Construction Acceptance through 60 days following Contract Expiry.

XXXXXXXX

Principal

By

Surety

By

NOTE If the principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of the officer signing must be attached or be on file with the Michigan Department of Transportation. The Surety Company shall attach a valid Power of Attorney of person or persons executing bond for the company.

Commission Received by:

**XX000-XXXXX-XXX**

---

Bond No.

**O&M LIEN BOND**

KNOW ALL MEN BY THESE PRESENTS, That We, **XXXXXXXXXX** as principal, and  
**XXXXXXXXXXXXXX** as surety, are held and firmly bound unto the State of  
Michigan, Michigan Department of Transportation, in the sum of

**XXXXXXXXXX**

lawful money of the United States, to be paid to the said State of Michigan, Michigan Department of  
Transportation, or, to its assigns, or to any person, firm or corporation who may furnish labor, materials,  
supplies for equipment, for camp or construction, and equipment on a rental basis, on account of and actually  
used in the performance of the contract hereinafter mentioned, to which payment well and truly to be made, we  
bind ourselves, our heirs, executors, administrators and assigns, and each and every one of them firmly by  
these presents.

Sealed with our seals and dated this

The condition of this obligation is such that if there shall be paid, as the same may become due and payable,  
all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on  
account of any labor, material, supplies for equipment, for camp or construction, and rental of equipment, furnished  
and actually used in the performance of the contract to which this bond is attached, including extensions of time,  
(notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force  
and effect.

Consistent with the obligations of this bond, and subject to the below, the obligations to be secured by the  
O&M Bonds are all obligations under the Project Agreement or any Contract to the extent relevant to the D&C  
Works, excluding the O&M Term.

The parties agree that this bond will not secure any obligations relating to the D&C Works relating solely  
and directly to the achievement of D&C Work occurring prior to Final Construction Acceptance.

Notwithstanding the terms and conditions of this bond and the Contract and without limiting MDOT's rights under  
Book 1, Section 8 of the Project Agreement, this bond is issued for the O&M Term, which is the period from Final  
Construction Acceptance through 60 days following Contract Expiry.

XXXXXXXX

Principal

By

Surety

By



**XX000-XXXXXX-XXX**

---

Bond No.

### **ENDORSEMENT**

The provisions of the foregoing lien bond shall also apply to indebtedness described therein in the case of a subcontractor in which notice of reliance on the security of the bond is not furnished within the 60-day period provided in 1905 PA 187, § 2, MCLA 570.102; MSA 26.322 provided such notice is furnished within 60 days after notice of payment of the final estimate or the post final estimate having been made by the State of Michigan, Michigan Department of Transportation, or in the case of a supplier to the contractor or a subcontractor, within 60 days after the materials are last furnished. Nothing in this endorsement shall be considered so as to limit or narrow the coverage provided for in said lien bond, but is in addition thereto, and not in lieu thereof.

**XXXXXX**

Principal

By

Surety

By

MICHIGAN DEPARTMENT OF TRANSPORTATION

In accordance with Act 17 of 1925 and Act 286 of 1964

# CONTRACT

---

CONTRACT ID: XX000-XXXXX-XXX

Design-Build Operate Maintain Project: Construction of a NEVI compliant charging station located at charging station address.

NEVI XX000-XXXXXX

Federal Project No.: XXXXXXXX

Federal Item No.: N/A

## MICHIGAN DEPARTMENT OF TRANSPORTATION

CONTRACT ID: XX000-XXXX-XXX

Effective on the date signed below by the Director of the Michigan Department of Transportation (MDOT) and

**Project Company**

**Project Company Address**

Project Company agrees as follows:

The Project Company agrees to provide the labor and supervision, machinery, tools, apparatus and other means of construction; do all the work; furnish all the materials except as herein otherwise specified; and to take any steps as may be needed to complete, in strict accordance with the plans, applicable MDOT standard specification for construction and proposal therefore, and to the satisfaction of MDOT, the work in this contract, in consideration for the payments to be made to the Project Company under this contract. This document, Book 1 which includes Exhibit 1-D Federal Letting Requirements, Book 2, Book 3, all addenda, applicable Davis-Bacon wage rates and Price Proposal are part of this contract. MDOT agrees to make payments to the Project Company in accordance with the terms of this contract.

MDOT agrees to pay the Project Company, in accordance with this contract, for such extra work as may be ordered by MDOT or its authorized representative, prices for which are not included in the bid prices, on the basis agreed upon before such extra work is begun. Authorization and payment for unforeseen contingencies shall be as provided by the Resolution of the State Administrative Board relating to Department of Transportation construction and maintenance contracts in effect when bids were received for this project and that is attached to this contract.

It is further agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the Project Company as to ensure its completion in accordance with the terms of this contract and the approved progress schedule. The Project Company's approved progress schedule governs the work to be performed by the Project Company, but it is not binding on MDOT. The Project Company's progress schedule does not alter or increase the obligations of MDOT as they exist under the other provisions of this contract. The Project Company agrees that MDOT may offset contract overpayments made under this contract, or amounts otherwise due from the Project Company, against any other current or future construction and/or maintenance contracts between MDOT and the Project Company.

Neither the Project Company nor his subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age, except where based on a bona fide occupational qualification, or his race, color, religion, national origin, sex, height, weight, or marital status; and they will require a similar covenant on the part of any Project Company or subcontractors employed in the performance of this contract. The parties further agree that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241 as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act and will require a similar covenant on the part of any Project Company or subcontractor Company employed in the performance of this contract.

The Project Company shall comply with 23 CFR §633 et. seq. which requires the Project Company to insert Form FHWA-1273 in each subcontract except as excluded by law or regulation. The Project Company shall also require the inclusion of Form FHWA-1273 in any lower tier subcontract.

The Project Company shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT, with regard to claims based on goods or services that were used to meet the Project Company's obligation to MDOT under this contract, due to any violation of 15 USC §§ 1-15 or 1984 PA 274, MCL 445.771-. 788, excluding § 4a, to the State of Michigan or MDOT as a third-party beneficiary.

With regard to claims based on goods or services that were used to meet the Project Company's obligation to MDOT under this contract, the Project Company hereby irrevocably assigns its rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT, due to any violation of 15 USC §§ 1-15 or 1984 PA 274, MCL 445.771-.788, excluding § 4a, to the State of Michigan or MDOT.

The Project Company shall notify MDOT if it becomes aware that an antitrust violation, with regard to claims based on goods or services that were used to meet the Project Company's obligation to MDOT under this contract, may have occurred, or is threatened to occur. The Project Company shall also notify MDOT if it becomes aware of any person's intent to commence, or commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the Project Company's obligation to MDOT under this contract.

This agreement embodies the entire agreement between MDOT and the Project Company and may not be altered by any oral agreement made on, before, or after the effective date of this contract.

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

**Bradley C. Wieferich**, DIRECTOR  
MICHIGAN DEPARTMENT OF TRANSPORTATION

**Project Company**

By: \_\_\_\_\_

\_\_\_\_\_

This Contract shall not be binding until fully executed by both the Project Company and the Michigan Department of Transportation.



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
**DEPARTMENT OF TRANSPORTATION**  
LANSING

BRADLEY C. WIEFERICH, P.E.  
DIRECTOR

**Date**

**Project Company**  
**Address**

Contract ID: **XX000-217941-XXX**

**Charging Station Location:** **XXXXXXXXX**

The contract for work to be performed on the above noted charging station location was awarded on **XX/XX/2024** at the Contract Price of: **\$XXX,XXX**

The subject contract has been approved and signed. You are authorized to begin work on this project in accordance with your contract.

## NEVI Site Construction Subcontract Form

Updated 8-13-24

Signatures may be of any legal signature type. Complete and return a copy this form to MDOT prior to any subcontracted construction work beginning.

Contract ID	
Federal Project Number	
NEVI Project Company	
NEVI Subcontractor	
NEVI Sub-subcontractor ( <i>if applicable</i> )	
Total Dollar Value of subcontract	

In the event of a discrepancy in the contract between the Project Company and the Michigan Department of Transportation covering this project, and this subcontract, the contract between the Project Company and the Michigan Department of Transportation will govern and be the basis for any and all decisions.

I hereby certify that this subcontract is complete and accurate as executed between the parties shown above and that all required attachments, including but not limited to required wage rates and addenda to the contract are included. I have provided copies of the required attachments to the Subcontractor listed above. I have reviewed the information on the form, and it is a complete and accurate statement of the work to be performed under this subcontract.

Project Company Authorized Signature	Name & Title	Date

I have received from the Project Company all copies of required attachments, including but not limited to the FHWA-1273, required wage rates and addenda to the contract.

NEVI Subcontractor Authorized Signature	Name & Title	Date
NEVI Sub-subcontractor Authorized Signature ( <i>if applicable</i> )	Name & Title	Date

THIS AGREEMENT, MADE THIS DATE

BY AND BETWEEN,

Project Company
Address

AND

Subcontractor
Address

AND

Sub-subcontractor
Address

The Subcontractor, in consideration of the payment or payments hereinafter specified, agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all materials except as otherwise specified and to complete in strict accordance with the contract between the Michigan Department of Transportation and the Project Company, the work herein described.

Required Federal Subcontract Attachments: Attached Prior to Signing

1. FHWA-1273
2. Applicable Wage Rate Schedules

Referenced Subcontract Attachments

1. Other Federal Letting Requirements
  - a. Appendix A
  - b. Appendix C
  - c. Notice of Requirement for Affirmative Action to Ensure Equal Opportunity – Subcontracts over \$10,000
2. Prompt Pay Special Provision (SP 109A)
3. Labor Compliance Special Provision (SP 107G)

**Description of Work** – General statement of the work to be performed by the Subcontractor

**Progress Schedule**

It is further understood and agreed that the timely completion of work tasks is a crucial element of this contract, and that the work shall be so conducted and supervised by the Subcontractor as to insure its completion in accordance with the following schedule.

Authorization and payment for unforeseen contingencies shall be as provided by that Resolution of the State Administrative Board relating to Department of Transportation Construction and Maintenance contracts in effect when proposals were received for this project.

In connection with the performance of this contract, the Project Company and the Subcontractor agree to comply with the provisions of the State of Michigan "Prohibition of Discrimination in State Contracts" as set forth in Appendix A, and with the Civil Rights Act of 1964 (78 Stat. 252) as set forth in Appendix C, attached and made a part hereof. The Project Company and the Subcontractor further agree to comply with the Regulations of the U.S. Department of Transportation (49 C.F.R. Part 26.21), and with the provisions of the Required Contract Provisions Federal-Aid Construction Contracts (Form FHWA-1273) which shall be attached and made a part hereof.

All work will be to the complete satisfaction of the Michigan Department of Transportation

It is specifically understood and agreed that the Subcontractor will present satisfactory evidence to the Project Company prior to the beginning of work, that: Workmen's Compensation Insurance has been obtained and is in full force and effect covering all employees performing work hereunder, and Comprehensive General Liability insurance is in full force and effect covering bodily injury and property damage; and that both will be kept in full force and effect until the work herein contracted for has been fully completed.

It is understood and agreed that the prequalification of the Subcontractor pursuant to 1933 P.A. 170, or the certification of the Subcontractor pursuant to 49 C.F.R. Part 26 does not constitute a guarantee or warranty of the Subcontractor's ability to perform or complete the work contained herein.



The contractor, sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts, Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The Subcontractor agrees to irrevocably assign its rights to pursue any claims for relief or cases of action for damages sustained by the State of Michigan or the Michigan Department of Transportation, with regard to claims based on goods or services that were used to meet its obligations to the Contractor and/or the Contractor's obligation to the Michigan Department of Transportation under this contract, due to any violation of 15 USC §§ 1-15 or 1984 PA 274, MCL 445.771- .788, excluding § 4a, to the State of Michigan as a third-party beneficiary.

The Subcontractor agrees to irrevocably assign its rights to pursue any claims for relief or causes of action for damages sustained. The Subcontractor shall notify the Michigan Department of Transportation if it becomes aware that an antitrust violation, with regard to claims based on goods or services that were used to meet its obligation to the contractor and/or the Contractor's obligation to the Michigan Department of Transportation under this contract, may have occurred, or is threatened to occur. The Subcontractor shall also notify the Michigan Department of Transportation if it becomes aware of any person's intent to commerce, or commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the contractor's obligation to the Michigan Department of Transportation under this contract.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE (NEVI) DEPLOYMENT**  
**PROGRAM**  
**LICENSE AGREEMENT**

**I. PURPOSE**

This License Agreement ("**Agreement**") is entered into on \_\_\_\_\_ ("**Effective Date**"), by and between \_\_\_\_\_ ("**Licensor**"), whose principal office is located at \_\_\_\_\_, and the Michigan Department of Transportation – MDOT ("**Licensee**"), whose principal office is located at 425 W. Ottawa Street, P.O. Box 30050, Lansing, MI 48909 to set forth the terms and conditions of Licensor granting a license to Licensee for the purposes described below:

1. The Bipartisan Infrastructure Law, Public Act 117-58, as implemented by 23 CFR Part 680, provides dedicated funding to U.S. states for the strategic placement of electric charging stations and associated infrastructure and the establishment of an interconnected network to facilitate data collection, access, and reliability (the "**Program**").
2. Under the Program, on or about the date of this License Agreement, Licensee has awarded Licensor a contract as part of the MDOT's implementation of the Michigan National Electric Vehicle Infrastructure ("NEVI") Deployment Program ("**Project Agreement**").
3. Under the Project Agreement, Licensor is required to install, construct, operate and maintain electric vehicle infrastructure ("**EV Charging Infrastructure**") and Licensee will reimburse a certain percentage of Licensor's cost.
4. Licensor owns and/or has obtained an interest in real property located in the City/Township/Village of \_\_\_\_\_, \_\_\_\_\_ County, Michigan, which is more particularly described by Exhibit A attached hereto (the "**Property**") and incorporated herein by reference.
5. The License shall remain in effect until the end of the Operating Period, shall be independent from the status of the Project Agreement, and shall not automatically terminate if the Project Agreement is terminated.

***ADD WHEN LICENSOR DOES NOT OWN THE PROPERTY***

6. Licensor will install, construct, operate and maintain EV Charging Infrastructure at the Property pursuant to an agreement between the Licensor and the Property owner dated on or about the date of this Agreement ("**Host Site Agreement**").

7. To ensure compliance with the Program, Licensors has agreed to grant a license to the Property to Licensee for the purposes of accessing the Property to inspect the EV Charging Infrastructure and to provide unobstructed public access to the EV Charging Infrastructure, subject to the limitations set forth herein.
8. In the event the Project Agreement is terminated, Licensors has agreed to allow the Licensee, or Licensee's contractor, to access the site to carry out all remaining obligations for the Term of the Project Agreement.

## II. AGREEMENT

1. Grant of License. Subject to and in accordance with the terms and conditions set forth herein, Licensors has the legal authority to and does hereby grant to Licensee (including Licensee's employees, agents, contractors, and invitees) a non-exclusive right to enter the Property to ensure compliance with the Project Agreement (the "**License**").
2. License Term. This License shall commence on the Effective Date and remain in effect until the end of the Operating Period (as defined in the Project Agreement), unless terminated earlier by the parties (the "**Term**").
3. Assurances
  - a. The Property may be accessed by Licensee, and its invitees, for the purposes of inspecting the EV Charging Infrastructure. If Licensee wishes to use the Property for a use not described in this Section 3(a), Licensee shall obtain prior written approval from Licensors.
  - b. The Property may be accessed by Licensee, and its invitees, for the purposes of carrying out all remaining obligations for the Term of the Project Agreement, if the Project Agreement is terminated.
  - c. Unless the Project Company or its surety fails to complete all requirements of the Project Agreement, Licensee shall not undertake any construction activities or construct any new improvements to the Property or alter existing improvements to the Property, regardless of whether the intended use of said improvements is consistent with the approved uses listed in Section 3(a), without prior written approval from Licensors.

- d. Licensee shall not dispose of, or temporarily store, any wastes of any kind, whether hazardous or not, on the Property, and Licensee shall not conduct any activity on the Property which may or does require a hazardous waste treatment, storage or disposal facility permit from any federal or state agency.

***ADD WHEN LICENSOR DOES NOT OWN THE PROPERTY***

- e. Licensor has the legal authority, pursuant to the Host Site Agreement or other legal instrument, to grant Licensee this License.
- 
- 4. Termination of Agreement. This License shall automatically terminate at the expiration of the Term unless renewed by the parties. This License may also be terminated immediately at any time by Licensee upon written notice to the Licensor for any reason including Licensor's failure to comply with the Project Agreement. Licensor may only terminate this License at the expiration of the Term. Licensor shall immediately notify the Licensee if the Host Site Agreement is terminated. Licensee reserves all rights in the Project Agreement in the case of a Host Site Agreement termination.
  - 5. Responsibilities. Subject to Section 7, Licensee shall be responsible for its own actions, errors, and omissions as it relates to the terms and conditions set forth in this Agreement. Licensor shall be responsible for its own actions, errors, and omissions as it relates to the terms and conditions set forth in this Agreement.
  - 6. Insurance. Licensor shall, at all times during the term of this Agreement, maintain insurance policies as required in the Project Agreement.
  - 7. Indemnity. Licensor shall indemnify, defend and hold harmless Licensee (including Licensee's employees, agents, contractors and invitees) from and against all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees and expenses) imposed on or incurred by the Licensee (or Licensee's employees, agents, contractors or invitees), whether or not arising from third party claims, by reason of any exercise by Licensee (or Licensee's employees, agents, contractors or invitees) of Licensee's inspection rights pursuant to Section 1.
  - 8. Assignability. The License is for the sole use of Licensee and its invitees, but Licensee may assign the License, or this Agreement and any rights granted herein to any other person or party whomsoever, if first approved by Licensor in writing, which approval shall not be unreasonably withheld. Any assignment of this License and Agreement by Licensee without such prior written approval shall be void and of no force or effect.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of Licensor.
10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter above, and no representations, promises, inducements or agreements, oral or otherwise, between the parties and not expressly stated herein, shall be of any force or effect.
11. Time of Essence. Time is of the essence of this Agreement.
12. Applicable Law. This License shall be interpreted pursuant to the procedural and substantive laws of the State of Michigan.
13. Notice. All notices, demands and all other communications that may be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person or sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, to the addresses set forth at the beginning of this Agreement for Licensor and Licensee as such addresses subsequently may be amended by written notice to the other parties. For purposes of this Agreement, the time of actual delivery, if made in person or by overnight courier, or three (3) business days after the date of postmark, if by mail, shall be deemed the date of any notice, demand, or other communication.

If to Licensor:

*Business Name*

*Address*

*City/State/Zip*

*Phone*

*Attention -*

If to Licensee:

Michigan Department of Transportation

P.O. Box 30050

Lansing, Michigan 48909

Phone

ATTENTION:

14. Counterparts. This Agreement may be signed in one or more counterparts with the same force and effect as if all signatures were contained in a single original instrument.

15. Confidentiality. Licensee and Licensors agree that all work and materials provided to Licensee in connection with the Services provided under this Agreement are subject to Michigan's Freedom of Information Act, MCL 15.231 *et seq.*
16. Venue. All of the parties hereby consent to the exclusive jurisdiction of the Ingham County Circuit Court (for claims against Licensors) or the Michigan Court of Claims (for claims against Licensee) to resolve any dispute arising out of this Agreement.
17. Authorization. Each of the signatories to this Agreement hereby represents that they have the authority to bind their respective entities and that they have undertaken to accomplish any and all actions required by their respective boards, or they have been granted the authority previously by their respective boards to enter into this Agreement.
18. No Recording. Licensors and Licensee agree that this Agreement shall not be recorded in any Register of Deed in the State of Michigan.
19. Sovereign Immunity. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any immunities, rights, benefits, protections, or other provisions under the Michigan Constitution, the United States Constitution, or other applicable law.
20. No Presumption. Both parties are considered to have drafted this Agreement; neither party is entitled to a presumption based on the Agreement's draftsmanship.
21. Signatures. This Agreement may be executed using manual, digital, or electronic signatures, or any combination thereof, and such signatures will bind the parties.

IN WITNESS WHEREOF, the parties have caused this License to be awarded.

LICENSEE: MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Title: for Director

LICENSOR:

By: \_\_\_\_\_

Title:

## **EXHIBIT A**

(Property Location Description)