**FORM OF AGREEMENT**

**CONSTRUCTION SERVICES AGREEMENT**

**BETWEEN**

 **THE WAYNE COUNTY AIRPORT AUTHORITY**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **FOR**

DTW ARFF STATION 1

WOMEN’S LOCKER ROOM IMPROVEMENTS

**AT DETROIT METROPOLITAN AIRPORT**

**SPECIAL EXCEPTION NO. 230824**

**CONTRACT NO. \_\_\_\_\_\_\_\_\_\_**

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**Construction Services Agreement**

This Construction Services Agreement (“Agreement”) is made as of the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_, by and between the **Wayne County Airport Authority**, a public body corporate, with principal offices located at the Detroit Metropolitan Wayne County Airport, 11050 Rogell Drive, Building #602, Detroit, Michigan 48242 (the “Airport Authority or the “Authority”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_ company, with offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”). The Airport Authority and the Contractor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

1. Pursuant to the Michigan Aeronautics Code, specifically the Public Airport Authority Act, MCL 259.108 – 259.125c, the Airport Authority has operational jurisdiction of the Detroit Metropolitan Wayne County Airport (hereinafter referred to as the “Airport”), and the Airport Authority has full operational jurisdiction over the Airport, with the power to lease lands and grant privileges.
2. The Airport Authority requires women’s locker room improvements at Detroit Metropolitan Wayne County Airport, as more particularly described in Special Exception No. 230824 (“Special Exception”), which is incorporated herein by reference.
3. The Contractor desires to perform such construction services and represents and warrants that it possesses the necessary professional and technical qualifications and capabilities to perform the same.

In consideration of the mutual agreements and obligations of the Parties set forth below, the Airport Authority and the Contractor hereby agree as follows:

1. **PROJECT; CONTRACT DOCUMENTS**
	1. **Project; Work**

The Airport Authority is undertaking women’s locker room improvements at Detroit Metropolitan Wayne County Airport, and all other Work as shown in or required by the Special Exception and the Contract Documents (hereinafter collectively known as the “Project”). The work to be performed under this Agreement includes any and all labor, materials, equipment, supervision, coordination, mobilization, demobilization, delivery charges, insurance, bonds, taxes, costs and other construction services necessary or appropriate for the construction of the Project and other necessary services and costs (the “Work”) to complete the Project as required by the Contract Documents. The Work is described in the Contract Documents hereafter referred to.

* 1. **Contract Documents**

The “Contract Documents” consist of this Agreement, the Exhibits attached hereto and made a part hereof, the General Terms and Conditions (“General Conditions”), the documents listed in **Exhibit CD**, the bonds delivered by the Contractor as required by the Contract Documents, Notice(s) to Proceed issued by the Airport Authority, all other documents which are listed in **Exhibit CD** or are defined herein or in the General Conditions as being Contract Documents, and Change Orders and other Modifications issued after execution of this Agreement. These documents form the entire agreement between the Parties and all such documents are as fully a part of the Contract Documents as if attached to this Agreement or repeated in full herein. An enumeration of the Contract Documents, other than Modifications issued after execution of this Agreement, appears in **Exhibit CD**. Terms used herein which are not defined in this Agreement shall have the meanings assigned to them in the General Conditions. The Recitals stated above are incorporated into the Agreement by reference as if fully restated herein. To the extent of any inconsistency, ambiguity and/or conflict between the documents listed in **Exhibit CD** and this Agreement, the Airport Authority is vested with the sole and absolute discretion to decide all ambiguities.

1. **CONTRACTOR’S RESPONSIBILITIES**
	1. **General**
		1. The Contractor shall perform the Work and services as described in the Contract Documents, and in full conformity with the requirements set forth or referred to in the Special Exception. The Contractor covenants with the Airport Authority to cooperate at all times in good faith with the Airport Authority, the Airport Authority’s consultants and other representatives, the architect, engineer or other design professional(s) employed or engaged by the Airport Authority in connection with the Work (the “Designer,” which term shall include the Designer’s subconsultants as appropriate) and any other design professionals or other persons or entities engaged or employed by the Airport Authority in connection with the Work or the Project, and to utilize the Contractor’s best skill, efforts and judgment in furthering the interests of the Airport Authority; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and, consistent with the requirements of the Contract Documents, to perform the Work in the best way and most expeditious manner consistent with the interests of the Airport Authority. The Contractor, in performing the Work required under this Agreement, is an independent contractor and is not an agent or employee of, or a joint venturer with, the Airport Authority.
		2. The Contractor represents that it is experienced and skilled in construction of projects of the type, magnitude and complexity described in the Contract Documents, that it is familiar with the special problems, conditions and requirements of construction of the type required for the Project and to be performed on or about the Airport, and in the location of the Site (as hereinafter defined), and that it will furnish the Work complete and fully operable and useable, as indicated by and reasonably inferable from the Contract Documents.
		3. The Contractor represents that it is entering into subcontracts with skilled subcontractors experienced with similar projects as the type, magnitude and complexity described in the Contract Documents. The Subcontractors must agree to be bound by the same terms and conditions as those binding the Contractor. Additional requirements in the subcontracting provisions are presented in **Exhibit RSP**.
		4. The Contractor hereby represents and warrants to the Airport Authority that it is licensed to engage in the general construction business in the State of Michigan, and is in compliance with all applicable governmental laws and regulations relating thereto.

**2.1.5** SBE Participation: Contractor hereby represents and warrants to the Airport Authority that it is a WCAA Certified SBE Prime Contractor and shall remain as such for the Term of the Agreement.

For purposes of this Agreement, a WCAA Certified SBE Prime Contractor is a business that qualifies as a “Certified SBE” under the Airport Authority’s Procurement and Contracting Ordinance and is the prime contractor on the Project. Any waiver, inadvertent or otherwise, of this Section by the Airport Authority shall not be deemed to be a waiver for the remainder of the Term of this Agreement and shall not prohibit the Airport Authority from enforcing this Section with regard to subsequent defaults by the Contractor.

* 1. **Schedule**
		1. Substantial Completion and Final Completion. The Contractor shall achieve Substantial Completion (as defined in the General Conditions) of the Work, as further provided in Paragraph 8.6 of the General Conditions and other applicable provisions of the Contract Documents, no later than the permitted calendar days set forth in **Exhibit SCH**, and after the Airport Authority’s issuance of any Notice To Proceed (the “Substantial Completion Date”), subject to adjustments in the Construction Duration, if any, approved by the Airport Authority in accordance with the Contract Documents. In addition, the Contractor shall perform the Work in accordance with all schedule requirements set forth in **Exhibit SCH**, including without limitation any specified milestone dates or dates for Substantial Completion or Final Completion of phases or portions of the Work, and any special requirements for achieving Substantial Completion set forth therein. As used in the Contract Documents, the terms “Substantial Completion” and “Substantial Completion Date” shall be deemed to refer to Substantial Completion of, or the Substantial Completion Date for, the entire Work and any phase or portion of the Work for which a Substantial Completion date is stated above or in **Exhibit SCH**, severally or collectively as the context may require. The period of time from the effective date of the Notice to Proceed given to the Contractor in accordance with the Contract Documents to the Substantial Completion Date, for the entire Work or a designated phase or portion thereof, as applicable, together with any valid extensions thereof approved by the Airport Authority in accordance with the Contract Documents, is referred to in the Contract Documents as the “Construction Duration.” If more than one Notice to Proceed is given to the Contractor, the Construction Duration shall commence with the first Notice to Proceed issued, unless otherwise specified in such notice. The Contractor shall achieve Final Completion of the Work, as defined in Paragraph 8.7 of the General Conditions and other provisions of the Contract Documents, no later than ninety (90)days after Substantial Completion of the Work.
		2. Time of the Essence. The Contractor understands and agrees that the times for Substantial Completion of the Work (or designated portions thereof) and Final Completion of the Work as provided in the Contract Documents are essential conditions of the Contract Documents. Further, wherever a maximum period of time is specified in the Contract Documents for the giving of notice by the Contractor of a change in the Work or other claim, or for any grace or cure period, it is agreed that time is of the essence with respect to each period of time so specified. Where in accordance with the Contract Documents an extended or additional time is allowed for Substantial Completion of the Work (or a portion thereof) or Final Completion of the Work, or for the giving of any such notice, or for any such grace or cure period, the new time fixed by such extension shall be of the essence of the Contract Documents. It is understood and agreed that the Construction Duration and other times for the completion of Work or giving of notice specified in the Contract Documents are reasonable times for the same taking into consideration the special conditions and problems inherent in performing the Work. If the Contractor shall neglect, fail or refuse to achieve Substantial Completion of the Work (or a designated portion thereof) within the Construction Duration, as adjusted in accordance with the provisions of the Contract Documents, the Contractor and the Contractor’s surety shall be responsible and liable for the Airport Authority’s damages arising from such delay.

**2.2.3** Liquidated Damages**:** If the Contractor shall neglect, fail or refuse to achieve Substantial Completion of the Work on or prior to the Substantial Completion Date or Final Completion of the Work on or prior to the Final Completion Date, as specified in and adjusted in accordance with the provisions of the Contract Documents, the Contractor and the Contractor’s surety agree, as a part of the consideration for the execution of this Agreement by the Airport Authority, to pay the Airport Authority the following amounts for failure to meet the project milestones:

1. Liquidated damages for failure to meet the Substantial Completion date shall be $500.00 per calendar day starting on the required date of Substantial Completion until Substantial Completion is achieved.
2. Liquidated damages for failure to meet the Final Completion date shall be $250.00 per calendar day starting on the required date of Final Completion until Final Completion is achieved.

Notwithstanding anything to the contrary herein, the assessment of liquidated damages is not the Airport Authority’s sole and exclusive remedy in the event the Contractor fails to achieve Substantial and/or Final Completion the Work by the Completion Dates.

* + 1. In addition to and without limitation of Section 2.2.3 above, if the Contractor shall not have achieved Final Completion of the Work (including all so-called punch-list work) by dates established in the Contract Documents, for any reason, and the Airport Authority nevertheless elects to take occupancy or commence use of the Work or any portion thereof, then, at the Airport Authority’s option, the Contractor shall thereafter be required to restrict performance of the Work, or designated portions of the Work, to second or third shift hours. In addition, to the extent the Contractor performs Work during a period in which the completed facility is in use, the Contractor shall be responsible for special cleaning of all Work areas and other areas of the completed facility affected by the Contractor’s performance of the Work, such special cleaning to be performed after every Work period unless otherwise directed by the Airport Authority, and if such special cleaning is not adequately performed as determined by the Airport Authority, the Contractor shall be responsible for the cost of additional custodial services incurred by the Airport Authority to clean up after the Contractor’s Work.
	1. **Site**
		1. Site. The Project will be constructed on the site (the “Site”) described in the Contract Documents. If the Contract Documents indicate specific areas for the Work, the Contractor shall restrict its activities, including moving and storage of materials and equipment, to such indicated areas. The Contractor understands that the Airport Authority may make changes to the boundaries of the Site indicated in the Contract Documents, or Work areas indicated in other materials made available to the Contractor. The Contractor understands and agrees substantial portions of the Site are currently occupied and used by tenants of the Airport Authority, and said tenants will continue to operate on and around the Project Site during Contractor’s Work. The Contractor will coordinate its Work so as not to interfere with the Airport Authority’s tenants’ ongoing business operations. The Contractor shall make no claim arising from or related to the Airport Authority’s tenants’ operations on or use of the Site.
		2. Site Conditions Documents. The Contractor hereby confirms that it has received and carefully reviewed the surveys, reports and documents provided by the Airport Authority or otherwise available to the Contractor. Such documents, together with all additional surveys, reports, plans, studies, tests, information and other documents relating to utilities and subsurface and other conditions affecting or relating to the performance of the Work that may be delivered or made available to the Contractor after the date of this Agreement, are referred to collectively as the “Site Conditions Documents.” Site Conditions Documents are not Contract Documents, unless they are specifically identified as Contract Documents elsewhere in the Contract Documents. The Contractor further confirms that it has carefully examined the Site and local conditions and has carefully studied and compared and will carefully study and compare the Site Conditions Documents with each other and with conditions at the Site. Certain information reflected in the Site Conditions Documents is based upon limited information furnished to the Airport Authority and the Designer by other public agencies, utility companies, other consultants and contractors and other parties, and neither the Designer nor the Airport Authority warrants or guarantees the accuracy or completeness thereof. If differing site conditions (as defined in the General Conditions) are discovered during the progress of the Work, the Contractor may request an equitable adjustment in the Contract Sum and/or Construction Duration as provided in the General Conditions, subject, however, to the provisions of this Section and other applicable provisions of the Contract Documents.
		3. Related Work.
			1. The Airport Authority may engage separate contractors to perform work as a part of or related to the Project (“Related Work”). The Contractor shall cooperate and coordinate with any such separate contractors, as provided in this section and in the General Conditions. If determined appropriate by the Airport Authority, a separate contractor shall have the right to monitor the construction of the Work, and the Contractor shall meet with such separate contractor at such times as the Contractor or such separate contractor deem appropriate, and the Contractor shall provide access to and accommodate representatives of such separate contractor to permit such representatives to observe the Work. If determined appropriate by the Airport Authority, the Contractor shall have the right to monitor the construction of the Related Work. The Contractor shall notify the Airport Authority immediately of any conflicts, gaps, omissions, inconsistencies, incompatibilities, delays, deficiencies or other adverse impacts (collectively, "Conflicts") which the Contractor discovers or observes at any time between or with respect to the design and/or construction of the Work and the design and/or construction of any Related Work. Such notice shall be given by the most expedient method available, with written confirmation delivered within five days after the Contractor observes or discovers such Conflict.
			2. The Contractor shall make no claim against the Airport Authority for additional compensation, damages, delay or otherwise, nor raise any defense in a claim brought by the Airport Authority, based on any Conflict between the design and/or construction of the Work and the design and/or construction of any Related Work, or based on any other condition of or relating to the Related Work that renders it more difficult or costly to construct the Work, and no such Conflict or other condition shall be considered a differing site condition as defined in the General Conditions. The Contractor’s waiver of claims and defenses provided in the preceding sentence shall not apply, however, to any Conflict or condition as to which notice was given by the Contractor to the Airport Authority as provided above, and the Conflict or condition was not resolved by the Airport Authority or the separate contractor.
			3. In construction of the Work, the Contractor shall make allowances in its schedule and budget for coordination of its Work with Related Work. If the Work to be performed by the Contractor and the Related Work are integrated and inter-dependent, the Contractor agrees (i) to use its best efforts to coordinate its Work with the Related Work, and to enable such separate contractor(s) to effectively coordinate the Related Work with the Contractor’s Work, (ii) to accommodate schedule changes reasonably requested by such separate contractor(s) to the extent possible without causing undue disruption to the Contractor’s own schedule, and to consider potential impacts on such separate contractor(s) when making adjustments to its own schedule, and (iii) in the event of schedule conflicts or other disputes between the Contractor and such separate contractor(s), to work diligently and in good faith with the Airport Authority and such separate contractor(s) to resolve such conflicts or disputes promptly and fairly. If either the Contractor or any such separate contractor incurs additional costs as a result of failure of the other party to perform the Work or Related Workin a timely manner and provide access to work zone(s) in accordance with the Airport Authority-approved master schedule (as it may be revised from time to time by agreement of all Parties), such additional costs shall be borne by the responsible party.
	2. **Project Approvals**
		1. The Airport Authority shall be responsible for obtaining those Project Approvals (as defined in the General Conditions) specifically identified in **Exhibit PA** as being the responsibility of the Airport Authority. The Contractor shall assist and cooperate with the Airport Authority in connection with obtaining such Project Approvals. The Contractor shall be responsible for obtaining all other Project Approvals, including but not limited to those Project Approvals identified in **Exhibit PA**, as provided in Paragraph 3.5 of the General Conditions.
		2. Without limiting the Contractor’s obligations under other provisions of the Contract Documents, the Contractor agrees that, in performing the Work, it shall comply at all times and in all respects with the requirements of Applicable Laws, as defined in the General Conditions, and with the terms and conditions and other requirements of the Project Approvals and all other mitigation agreements and other agreements, plans and undertakings now or hereafter made, obtained or entered into by the Airport Authority with respect to the Project, including those listed on **Exhibit PA**. **Exhibit PA** has been prepared for convenience of reference only, and the Parties recognize that **Exhibit PA** may not contain a complete listing or precise descriptions of all permit requirements or other agreements. In the event of any inconsistency, omission or discrepancy between the descriptions of or other information concerning the permit requirements contained in **Exhibit PA** and the requirements and conditions contained in the Project Approvals, the Project Approvals shall govern.
	3. **Preconstruction Submissions**
		1. Within ten (10) days after the Airport Authority issues any Notice to Proceed, the Contractor shall submit to the Airport Authority and the Designer for review:

.1 a preliminary progress schedule as provided in Subparagraph 7.2.1 of the General Conditions;

.2 a preliminary schedule of submittals as provided in Subparagraph 3.9.2 of the General Conditions;

.3 a preliminary schedule of values for the Work as provided in Paragraph 8.1 of the General Conditions.

* + 1. Promptly upon submission by the Contractor of the schedules referred to in Section 2.5.1 above, the Contractor shall meet with the Airport Authority and the Designer to review such schedules. The Contractor shall, within five (5) days after such meeting, make corrections and adjustments to such schedules to incorporate the comments and directions of the Airport Authority and the Designer and resubmit all such schedules. No progress payment shall be made to the Contractor until each of such schedules is acceptable to the Airport Authority.
		2. Within ten (10) days after the Airport Authority’s written notification of award to the Contractor, the Contractor shall deliver to the Airport Authority, with copies to each Additional Insured identified in the Contract Documents, certificates of insurance and such other evidence of insurance as the Airport Authority or any such Additional Insured may reasonably request, for all insurance which the Contractor is required to purchase and maintain in accordance with Article 10 of the General Terms and Conditions. Providing certificates of insurance is a condition precedent to the issuance of any Notice to Proceed.
		3. Within ten (10) days after the Airport Authority’s written notification of award to the Contractor, the Contractor shall deliver to the Airport Authority a Performance Bond and a Labor and Material Payment Bond in accordance with Article 10 of the General Terms and Conditions. Providing a Performance Bond and a Labor and Material Payment Bond is a condition precedent to the issuance of any Notice to Proceed.
		4. Within thirty (30) days after the date of this Agreement, the Contractor shall deliver to the Airport Authority a site-specific health and safety plan. The site-specific safety plan is subject to the review of the Airport Authority, but the Contractor shall be solely responsible for all aspects of safety. The site-specific health and safety plan must be approved by the Airport Authority prior to the commencement of any work on the site.
	1. **Project Labor Harmony**

The Contractor shall be responsible for overall management of labor relations in connection with the Work. The Contractor shall manage the Subcontractors and shall be ultimately responsible to ensure that there are no strikes, picketing, work stoppages, slowdowns or other disruptive activities by any unions or employees that affect the prosecution of the Work.

* 1. **Monthly Progress Reports**

On or about the fifteenth (15th) day of each month, or as otherwise directed by the Airport Authority, the Contractor shall furnish to the Airport Authority a Monthly Progress Report for the preceding month, in form and substance acceptable to the Airport Authority, containing, without limitation, the following information:

(a) Executive summary;

(b) Project status overview including, without limitation, the following:

(i) Progress report by division of work or area;

(ii) Quality control/quality assurance report;

(iii) Safety and loss control report;

(iv) Request for Information (RFI) report; and

(v) Submittal status report/updated submittal schedule.

(c) Progress photographs

(d) Project schedule update including the following:

(i) Summary Schedule (progress bar chart);

(ii) Progress Schedule Update; and

(iii) Work plan schedule for the pending period.

(e) Changes and claims update including the following:

(i) List of outstanding Change Orders; and

(ii) List and status of outstanding Change Proposal requests and Contractor Change Requests, and any other potential changes, claims or disputes or other outstanding issues or information required from the Airport Authority.

* 1. **Contractor’s Organization And Staff**
		1. The Contractor shall establish an organization including lines of authority and communication as necessary to organize and direct the complete construction of the Work and carry out all requirements of the Contract Documents. A listing of certain of the Contractor’s key staff is set forth on **Exhibit KPS** attached hereto. Any additional key staff of the Contractor (i.e., staff who will have primary responsibility for a significant portion or aspect of the services to be provided by the Contractor under the Contract Documents, or who are otherwise designated as key staff by the Airport Authority) shall be subject to the Airport Authority’s Chief Executive Officer’s or his/her authorized designee’s prior written approval, and upon such approval shall be considered key staff for purposes of this Agreement. All key staff shall be available for and shall perform the responsibilities assigned to such staff throughout the construction of the Project.
		2. No substitution of any assigned and approved key staff or subcontractors shall be made by the Contractor without the prior written consent of the Airport Authority, through its Chief Executive Officer, or his/her authorized designee. Before any such substitution is made, the Contractor shall submit to the Airport Authority the qualifications of any proposed replacement. The removal or replacement, without the Airport Authority’s Chief Executive Officer’s, or his/her authorized designee consent, of any of the key staff listed in **Exhibit KPS** (or subsequently approved) or subcontractors, other than as a result of disability, death or bona fide retirement or termination of employment, shall constitute a material breach of the Contract Documents.
		3. The Airport Authority may require replacement of any member of the Contractor’s key staff or subcontractor with or without cause, and may require increased levels of staffing by the Contractor, at no increase in the Contract Sum, if necessary to achieve proper production, management, administration or superintendence, or if otherwise necessary to maintain the quality of the Work and progress in accordance with the Project Schedule. By executing this Agreement, the Contractor certifies that the Contractor and each member of its key staff, including subcontractors, comply with all licensing, registration and other requirements applicable to the Contractor and the performance of its services hereunder pursuant to Applicable Laws. The Airport Authority shall have the right to require the Contractor or any Subcontractor to remove or replace any on-site personnel (whether or not designated as one of the key personnel) who violate Airport Authority policies or work rules or who the Authority otherwise finds objectionable with other personnel approved by the Airport Authority.
1. **COMPENSATION TO THE CONTRACTOR**
	1. **Contract Sum**
		1. Any and all of the Contractor’s costs and expenses to perform the Work, included but not limited general conditions costs, mobilization, demobilization, supervision, insurance, taxes, bonds, labor, supervision, equipment, fuel, subcontracts, and the like, are included in the Contract Unit Price set forth in the Contractor’s Proposal (as defined in **Exhibit CD**), it being agreed and understood the Contractor’s total compensation under the Contract Documents is the actual quantity of the item (as properly documented) multiplied by the applicable Contract Unit Price set forth in the Contract Documents. The total amount due and payable by the Airport Authority to the Contractor under the Contract Documents shall be known as the “Contract Sum.” The Airport Authority shall pay to the Contractor, in consideration for the Contractor’s proper performance and completion of the Work, and in accordance with and subject to the applicable provisions of the Contract Documents, the not-to-exceed Contract Sum of **$\_\_\_\_\_\_\_\_\_\_\_\_\_.** Any and all cost savings on the Project shall immediately accrue solely to the Airport Authority. To the extent the proper completion of the Work as required by the Contract Documents results in costs in excess of the Contract Sum, the Contractor shall be solely responsible for any and all risks, costs and liabilities in excess of the Contract Sum unless such additional costs, risk and liabilities are permitted in strict accordance with the Contract Documents.

**3.1.1.1** All wages on the Project are subject to the Wayne County Airport Authority’s Prevailing Wage Requirements (**Exhibit PWR**).

* + 1. Alternates. If the Airport Authority elects to accept any Alternate, the Contract Sum shall be adjusted by Change Order in the amount of the Alternate Price (set forth on **Exhibit ALT**) stated for such Alternate, without any increase in the Construction Duration, unless otherwise specified in **Exhibit ALT**. Each Alternate Price represents the total net adjustment in the Contract Sum, including all credits, direct and indirect costs, fees, profit and overhead, to be made if the Airport Authority elects such Alternate.
		2. Options. The Airport Authority may elect Options as set forth on **Exhibit OPT**, if any.
		3. Allowances. The Allowances listed in Exhibit ALL (which shall be the Unit Rate Sheets included in the Special Exception documents) are included in the Contract Sum. Whenever the actual cost attributable to the Allowance item is more or less than the Allowance amount stated in Exhibit ALL, the Contract Sum shall be adjusted by Change Order in accordance with the provisions of Article 11 of the General Conditions. The amount of such Change Order shall be the difference between the costs and other amounts included in the particular Allowance item (as set forth in Exhibit ALL) actually incurred by the Contractor and the stated Allowance amount.
		4. Unit Prices. Unit price items and estimated quantities therefor, as provided by the Contractor in the Contract Documents include all costs for furnishing and installing the estimated quantity of each such item as stated, including all indirect costs, overhead, taxes, fees and profit. Subject to the provisions of Paragraph 11.8 of the General Conditions, if the quantity of any such unit price item as actually and properly furnished by the Contractor differs from the estimated quantity for such item as set forth herein, the Contract Sum may be adjusted by Change Order based upon the actual required quantity of such item and the applicable unit price as specified. The unit prices specified shall be applicable to both increases and decreases in the Contract Sum on an equal basis.
	1. **Changes In The Work**

The Airport Authority may make changes in the Work when the Airport Authority considers it to be necessary or desirable, as further provided in Article 11 of the General Conditions. The Contractor may be compensated on account of changes in the Work in accordance with Article 11 of the General Conditions. Notwithstanding anything herein to the contrary, all changes in the Work shall be based upon approved Change Orders prepared in accordance with the requirements of the Contract Documents.

* 1. **Retainage**

All payments on account of the Contract Sum shall be subject to retainage as provided in Paragraph 8.3 of the General Conditions.

1. **MISCELLANEOUS PROVISIONS**
	1. **Notice**

All notices, consents, requests, approvals, instructions and other communications provided for in the Contract Documents shall be in writing and shall be deemed sufficiently given if (a) delivered personally, (b) delivered by overnight courier service (such as U.S. Postal Service Express Mail, Federal Express, DHL or other similar courier services) providing evidence of receipt, or (c) placed in the United States mail, registered or certified, postage prepaid (in which event such notice shall be deemed to have been received two days after being placed in the United States mail). All notices shall be addressed as follows:

If to the Airport Authority: Wayne County Airport Authority

 Detroit Metropolitan Wayne County Airport

 11050 Rogell Drive, Building #602

 Detroit, Michigan 48242

 Attention: Chief Executive Officer

 Contract.notices@wcaa.us

If to the Contractor:

Invoices for payment shall be directed to: AP@wcaa.us and with a copy to the Facilities, Design & Construction Department at the Airport Authority

Either Party may change its mailing address by giving 15 days’ prior written notice to the other Party in the manner specified above. In the event of an emergency, notices and other communications shall be given in the most expedient manner possible in the circumstances, followed by written notice as provided above. The fact that any specific matter is discussed at a Project meeting and such discussion or any resulting decision appears in the written minutes of the Project meeting shall not constitute the giving of notice with respect to such matter to any person or Party for purposes hereof.

* 1. **Authority Representatives**

No representative of the Airport Authority nor any Board Member, director, officer, agent, consultant or employee thereof (including the Authority’s Representative) shall be charged personally by the Contractor with any liability or held liable to it under any term or provision of the Contract Documents, or because of its execution or attempted execution of the Contract Documents, or because of any breach of the Contract Documents.

* 1. **Execution of Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument and any of the Parties hereto may execute this Agreement by signing any such counterpart.

* 1. **Conflicting Provisions**

[In the](https://www.lawinsider.com/clause/conflicting-provisions?cursor=Cl8SWWoVc35sYXdpbnNpZGVyY29udHJhY3RzcjsLEhZDbGF1c2VTbmlwcGV0R3JvdXBfdjM1Ih9jb25mbGljdGluZy1wcm92aXNpb25zIzAwMDAwMDE0DKIBAmVuGAAgAA%3D%3D) event of any conflicting or inconsistent provisions between this Agreement, the Special Exception, and the Contractor’s Proposal, such provisions of the applicable documents shall control in the following order of precedence: 1) this Agreement, 2) the Special Exception, and 3) the Contractor’s Proposal.

* 1. **Exhibits**

The following Exhibits are attached to and incorporated in this Agreement. Terms used in the exhibits that are defined in this Agreement or elsewhere in the Contract Documents are used in accordance with such definitions.

**Exhibit CD List of Contract Documents**

**Exhibit SCH Schedule Requirements**

**Exhibit SCD List of Site Conditions Documents**

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**Affecting the Work**

**Exhibit RSP Required Subcontract Provisions**

**Exhibit KPS Key Project Staff**

**Exhibit ALT Alternates**

**Exhibit OPT Options**

**Exhibit PWR Prevailing Wage Requirements**

**Exhibit ALL Allowances**

**Exhibit UNIT Unit Prices**

[SIGNATURES ON FOLLOWING PAGE]

The Parties hereto have caused this Agreement to be executed on their behalves by their respective duly authorized officers as of the date set forth above.

|  |  |
| --- | --- |
|  | **Wayne County Airport Authority**By:  Chad Newton Chief Executive Officer |
|  | Date: **Contractor**By: Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:  |
|  | Date:  |

#230824FOA

**EXHIBIT CD**

**LIST OF CONTRACT DOCUMENTS**

**EXHIBIT CD**

**LIST OF CONTRACT DOCUMENTS**

1. Construction Services Agreement and all Exhibits.
2. General Terms and Conditions (attached hereto).
3. Special Exception No. 230824 (“Special Exception”) and any addenda.
4. Any Supplemental Terms and Conditions issued by the Airport Authority.

5. Drawings and specifications.

6. Contractor’s proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor’s Proposal”).

7. Performance Bond and Labor and Material Payment Bond delivered by the Contractor.

8. Insurance Certificates delivered by the Contractor.

9. Modifications/Change Orders issued after execution of the Construction Services Agreement.

10. Notice(s) to Proceed.

**EXHIBIT SCH**

**SCHEDULE REQUIREMENTS**

**EXHIBIT SCH**

**SCHEDULE REQUIREMENTS**

 See Attachment J – Miscellaneous Construction Requirements and Forms for specific information. General information related to project milestones is as follows:

* 1. Contract Award - It is anticipated that the contract will be awarded in March 2023.
	2. Administrative Notice to Proceed - Following receipt of approved Contractor’s insurance, bonds, and issuance of an executed Contract, it is anticipated that an Administrative Notice to Proceed for this contract will be issued to permit the Contractor to obtain, prepare and submit pre-construction schedules, submittals, and to plan for construction or as otherwise specified. It is anticipated that the Pre-Construction Conference will be scheduled and conducted during this time. The Airport Authority’s review of pre-construction submittals once they are complete and accurate may take up to fourteen (14) calendar days.
	3. Notice(s) to Proceed - Upon receipt and approval of all permits, required pre-construction submittals, and following the Pre-Construction Conference, an initial or full Notice to Proceed with Construction (NTP) will be issued.
	4. Substantial Completion of Construction shall be achieved within **90 calendar days** of the NTP with construction.
	5. Final Completion - Construction work including all restoration, cleanup, completion of punch list and removal of temporary traffic control and safety devices shall be no later than **30 calendar days** after the Substantial Completion date.
	6. Schedule & Work Restrictions – All work on Airport Authority grounds shall be conducted Monday – Friday, between the hours of 08:00 AM and 08:00 PM.

**EXHIBIT SCD**

**LIST OF SITE CONDITION DOCUMENTS EXHIBIT SCD**

**LIST OF SITE CONDITION DOCUMENTS**

See Contract Documents.

**EXHIBIT PA**

**LIST OF PROJECT APPROVALS AND OTHER REQUIREMENTS AFFECTING THE WORK**

**EXHIBIT PA**

**LIST OF PROJECT APPROVALS AND OTHER REQUIREMENTS AFFECTING THE WORK**

The Contractor will be responsible for obtaining all permits and paying for all associated construction permit fees, inspection fees, bonds, and insurances. Following is a list of the permits and approvals required:

i) All permits required per the City of Romulus.

ii) Any other applicable permits required by federal, state and local law.

**EXHIBIT RSP**

**REQUIRED SUBCONTRACT PROVISIONS**

**EXHIBIT RSP**

**REQUIRED SUBCONTRACTOR PROVISIONS**

Every Subcontract shall contain the following provisions:

1. The Airport Authority is not a party to the Subcontract.

2. The Airport Authority has no relationship, contractual or otherwise, with the Subcontractor, except as provided below.

3. In the event of termination of the Agreement between the Airport Authority and the Contractor for any reason the Subcontract may, at the sole option of the Airport Authority, be assigned to the Airport Authority or another contractor, and the Subcontractor shall continue to work as though its original Subcontract was with the assignee. Such assumption shall become effective only upon written notice by the Airport Authority that the Airport Authority or such other contractor is assuming the Subcontract. The Subcontractor shall, at the Airport Authority’s request, execute instruments necessary to confirm such assignment. The Airport Authority shall not be obligated to exercise its rights under this paragraph, or any other rights reserved by the Airport Authority hereunder.

4. All Work to be performed under the Subcontract shall be performed in accordance with the requirements of the Contract Documents. The Subcontractor is subject to all of the provisions of the Contract Documents.

5. The Subcontractor agrees to become a party to and be bound by any legal proceedings involving the Contractor, the Designer or the Airport Authority to the extent that such proceedings involve any of the rights or obligations of the Subcontractor.

6. In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by any Subcontractor or any dispute as to whether or not the Subcontractor is entitled to additional compensation for any Work requested of it, the Subcontractor shall continue to proceed diligently with performance as required by the Contractor. In no event shall delay in the resolution of any dispute excuse prompt performance of the Work.

7. The Subcontractor shall not assign its Subcontract, nor assign any monies due or to become due to it under the Subcontract, without the prior written consent of the Contractor and the Airport Authority. Any assignment of the Subcontract or of monies due under the Subcontract made without the written consent of the Contractor and the Airport Authority shall be void, and the assignees in such cases shall acquire no rights in the Subcontract or monies.

8. The Subcontractor shall comply with all applicable laws, by-laws, ordinances, codes, regulations and directives of governmental authorities having jurisdiction over the Project and/or the Work.

**REQUIRED SUBCONTRACTOR PROVISIONS (Continued)**

9. Each Subcontract shall contain a guarantee or warranty of the Work performed thereunder in the same form as the guarantees or warranties of the Contractor contained in the Contract Documents. Included in the guarantee or warranty shall be the statement that it shall be enforceable directly by the Airport Authority, if the Airport Authority so elects.

11. The Subcontract shall preserve and protect the rights of the Airport Authority under the Contract Documents with respect to the Work to be performed under the Subcontract.

12. The Subcontractor waives all rights that it may have against the Airport Authority or the Contractor for damages caused by fire, theft or other perils covered by any property insurance carried or required to be carried by the Subcontractor, the Contractor or the Airport Authority pursuant to the Contract Documents, except such rights as they may have to proceeds of such insurance.

13. If the Subcontractor determines that any portion of the Work on which its Work is dependent is not in accordance with the Contract Documents, it shall promptly notify the Contractor in writing.

14. The Subcontractor shall perform all Work with labor which will work in harmony with other elements of labor involved in the construction of the Project.

**EXHIBIT KPS**

**KEY PROJECT STAFF**

**EXHIBIT KPS**

**KEY PROJECT STAFF**

See Contractor’s Proposal.

**EXHIBIT PWR**

**PREVAILING WAGE REQUIREMENTS**

**EXHIBIT PWR**

**PREVAILING WAGE REQUIREMENTS**

For all construction contracts that are primarily for the building, demolition, remodeling, or renovation/repair of real property under the jurisdiction of the Airport Authority, which are in excess of $50,000, the Contractor shall comply with the following:

**A. Minimum Wages**

1. All laborers and mechanics employed or working upon the site of the work 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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.

2. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). 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 shall 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 easily be seen by the workers.

3. 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 shall be classified in conformance with the wage determination.

4. 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 shall be sent by the contracting officer to the Procurement Department of the Wayne County Airport Authority at 11050 Rogell Dr. #602 Detroit, MI 48242.

5. 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Procurement Department of the Wayne County Airport Authority for determination. The Procurement Department of the Wayne County Airport Authority, or an authorized representative, will issue a determination within 30 days of receipt.

6. The wage rate (including fringe benefits where appropriate) determined pursuant to this Section, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

7. Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

8. 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 Wayne County Airport Authority has found, upon the written request of the Contractor, that the applicable prevailing wage standards of the Davis-Bacon Act have been met. The Wayne County Airport Authority may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**B. Withholding**

1. The Wayne County Airport Authority may upon its own action withhold or cause to be withheld from the Contractor under this Agreement or any other contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Wayne County Airport Authority may, 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.

**C. Payrolls and Basic Records**

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Wayne County Airport Authority has found in accordance with the federal procedures under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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 costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. For each week in which any Contract work is performed, within seven days after the regular payment date of the payroll period, the Contractor shall submit a copy of all payrolls to the Wayne County Airport Authority’s Business Diversity email address, Business.diversity@wcaa.us. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under this document. This information shall be submitted using the Excel-Based Certified Payroll Form provided by the Wayne County Airport Authority. With the exception of the entry of actual payroll data, the Excel-Based Certified Payroll Form shall not be tampered with or modified. Contractor is responsible for the submission of copies of payrolls by all subcontractors.

 a. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under this Section and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the Agreement 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 Regulations 29 CFR Part 3;

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

3. The weekly submission of a properly executed certification set forth on the reverse side of Federal Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this Section.

4. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution.

5. The contractor or subcontractor shall make the records required under this Section available for inspection, copying or transcription by authorized representatives of theWayne County Airport Authority, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Wayne County Airport Authority may, after written notice to the Contractor, Owner, applicant or owner, 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 may be grounds for debarment action.

6. The Wayne County Airport Authority reserves the right, upon 30 days’ written notice, to change the weekly payroll form to a non-Excel-Based format which may require submittal through a web-based file sharing system.

**D. Apprentices and Trainees**

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by that Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by that Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Wayne County Airport Authority determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**E. Equal Employment Opportunity**

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**F. Subcontracts**

 1. The Contractor or subcontractor shall insert in any subcontracts the clauses necessary to ensure that the requirements of this document are passed through to the subcontractor, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

**G. Contract Termination: Debarment.**

 1. A breach of the contract clauses in this Section may be grounds for termination of the Contract, and for debarment by the Wayne County Airport Authority.

**H. Compliance With Davis-Bacon and Related Act Requirements**

 1. 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 Agreement as if set forth by the Wayne County Airport Authority.

1. **Agreement Certification**

 1. By entering into this Agreement, the Contractor certifies that neither it (nor he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2. No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

[The applicable prevailing wage General Decision will be inserted here. See Attachment K3.]

**EXHIBIT ALT**

**ALTERNATES**

**EXHIBIT ALT**

**ALTERNATES**

[Reserved]

**EXHIBIT OPT**

**OPTIONS**

**EXHIBIT OPT**

**OPTIONS**

[Reserved]

**EXHIBIT ALL**

**ALLOWANCES**

**EXHIBIT ALL**

 **ALLOWANCES**

**ALLOWANCES:** Certain allowances will be provided in the contract for this Project. A summary of the allowances is as follows:

1. **Allowance No. 1 – Permit and Inspection Fees –** Contractor costs for agency/municipal permit and inspection fees shall be paid under the Allowance described in this Special Exception. Payment will be based on actual costs (without any mark-up) incurred by the Contractor or Subcontractor(s) upon submittal of original paid receipts from each permitting agency.  The Contractor will not be paid for permitting agency fines or fees resulting from but not limited to, unsatisfactory work, multiple inspections of unsatisfactory work, unsatisfactory work site and staging area conditions, unsatisfactory noise or dust control.  Other required fees including, but not limited to insurance and bonds, shall be incidental to the Mobilization pay item.
2. **Allowance No. 2 – General Construction Allowance –** This allowance shall be used strictly at the discretion of the Wayne County Airport Authority. The Contractor shall not consider this allowance as part of the project budget and is not entitled to any compensation for the use or lack of use of this allowance. For any additional work performed by the Contractor under this allowance, the Contractor shall provide detailed records of all time, materials, and labor expenses prior to being reimbursed and shall keep a log of all work, including costs, that are billed to this line item in accordance with the General Terms and Conditions.

**EXHIBIT UNIT**

**UNIT PRICES**

**UNIT PRICES**

[As bid by the Contractor]