

# Project Specifications

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City of Muskegon  
Muskegon County, Michigan

**Nims Elevated Storage Tank Improvements**  
**DWRF Project Number: 7832-01**

May 2024

2240217



**Prein&Newhof**

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## PROCUREMENT AND CONTRACTING REQUIREMENTS

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## Advertisement

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Owner: City of Muskegon

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Project Title: Nims Elevated Storage Tank Improvements

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Project #: 2240217

DWRF Project #: 7832-01

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### 1. RECEIPT OF BIDS

Sealed bids for the above project will be received by City of Muskegon of 933 Terrace Street, Muskegon, Michigan until:

**2:00 P.M. (local time) on Tuesday, June 11, 2024**

at which time the bids will be publicly opened and read aloud.

### 2. SCOPE OF PROJECT

The work covered by the Contract Documents consists of improvement to the **Nims Elevated Storage Tank**, located on Nims Street in Muskegon, Michigan. Included in this work is furnishing all supervision, labor, materials, equipment, activities and related costs necessary for completing the improvements. The project scope of work is as follows:

Tank Information:

The structure is a 1,000,000-gallon radial arm elevated water storage tank with an estimated low-water level of 100 ft. located on Nims St. in Muskegon, Michigan.

The work includes:

Exterior: High pressure water clean (5,000 to 10,000 psi) and spot power tool clean to a SSPC-SP11 standard. Apply a three (3) coat epoxy urethane system.

Foundation: Water clean and apply a two (2) coat epoxy system.

Mixer: Install a mechanical mixer.

Repairs:

- 1) Install a gasket on the wet interior roof hatch.
- 2) Install deflector bars on the fill/draw pipe.
- 3) Install a flap gate on the overflow discharge.
- 4) Install a roof/sidewall platform.
- 5) Balcony drain holes.
- 6) Install a swing gate at the step-off platform opening.
- 7) Replace roof vent with a pressure vacuum vent.
- 8) Install bowl rigging couplings.

Also included is all associated mechanical, electrical, controls, site, and restoration work.

### 3. EXAMINATION OF SPECIFICATIONS

Contract documents may be examined online at <https://muskegon-mi.gov/category/bid-postings/> or at the offices of:

City of Muskegon, 933 Terrace Street, Muskegon, MI 49440  
Prein&Newhof, 4910 Stariha Drive, Muskegon, MI 49441  
Prein&Newhof, 3355 Evergreen Drive NE, Grand Rapids, MI 49525

And some local plan rooms.

### 4. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The Prime Contractor is hereby notified that their bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts to ensure that DBEs have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

Posting solicitations for quotes/proposals from DBEs in the Michigan Infrastructure and Transportation Association (MITA) website in accordance conditions detailed in Exhibit 1 is required ([www.mitadbe.com](http://www.mitadbe.com)).

Soliciting DBEs for bids can also take the form of direct emails, phone solicitations, posting a notice on your Website, etc. See the Proposal Checklist and Exhibit 1 for additional requirements.

### 5. DEPOSIT FOR DRAWINGS AND SPECIFICATIONS

Drawings and specifications are available online at <https://muskegon-mi.gov/category/bid-postings/>. Bidder assumes sole risk for any project specifications and drawings, electronic or hard copy, obtained other than directly from the City of Muskegon. Hard copy drawings and specifications are available for the fee of 40 dollars from the City of Muskegon. Fees are payable by cash or check only and are not refunded.

### 6. FUNDING

The work to be performed under this contract will be financed and paid for by funds received from by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) State Drinking Water Revolving Fund (DWRf) and with City of Muskegon local funds. DWRf monies will be received by the City of Muskegon. **Davis-Bacon/Prevailing Federal Wages apply to this project.**

Federal Labor Standards Provisions and associated documents that are incorporated in this contract are included in Appendix A. The DWRf Project Number is 7832-01.

The Contractor will be required to comply with the debarment and Build America, Buy America contractual language included in Appendix A.



7. BID SURETY

For bid surety requirements, see Section 00 21 13 Instructions to Bidders.

8. RIGHT TO REJECT BIDS

The Owner reserves the right to reject any or all bids and to waive any irregularities in bidding. No bid may be withdrawn after the scheduled closing time for receiving bids for at least one hundred twenty (120) days thereafter.

9. SITE INSPECTION

Access to the tank site for site inspection will be granted upon appointment. Please call Joe Buthker at 231-724-4104 to schedule an appointment.

10. COMPLETION DATE

The project shall be substantially complete on or before **September 26, 2025**. Final restoration and project completion shall occur on or before **October 31, 2025**.

Ann Marie Meisch  
Muskegon City Clerk  
933 Terrace Street  
Muskegon, MI 49440  
231-724-6705

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## Instructions To Bidders

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Owner: City of Muskegon

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Project Title: Nims Elevated Storage Tank Improvements

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Project #: 2240217

DWRF Project #: 7832-01

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### 1. CONTRACT DOCUMENTS

The contract documents consist of material outlined in Article 7 of the Agreement. Each Bidder shall carefully examine his copy of the contract documents for completeness. No claim will be allowed on the basis that the contract documents are not complete.

### 2. INTERPRETATION OF THE CONTRACT DOCUMENTS

It is the intent of these contract documents to be clear, complete and consistent. If Bidder is of the opinion that any portion of the contract documents is ambiguous, inconsistent or contains errors or omissions Bidder shall, prior to submitting its bid, in writing request Engineer to clarify that portion of the contract documents as an addendum. Requests must be received by the Engineer at least four business days prior to the bid. This interpretation or correction will be made a part of the contract documents as an addendum. Any such addendum shall be mailed, faxed, e-mailed or delivered only to each person recorded as having received/downloaded a copy of the contract documents directly from Prein&Newhof.

Only written addenda issued by the Engineer shall be binding. Oral interpretations, information or instructions by any office or employee of the Owner or Engineer are not authorized and therefore are not binding.

Any conclusions or information obtained or derived from electronic media will be at the user's sole risk. Prein&Newhof's responsibility is limited to only the printed copies (also known as hard copies) that are delivered pursuant to the service under the contract with the client.

### 3. PRE-BID MEETING

Refer to Section 00 11 13 Advertisement for Pre-bid meeting information.

### 4. BIDDERS INVESTIGATION

The Bidder will be responsible for inspecting the site of the proposed work to determine for himself all conditions under which he will be obligated to work. It is also expected that he will investigate and make his own determination concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials, and concerning other local conditions that may affect his work.

5. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Refer to Section 00 11 13 Advertisement for DBE requirements.

6. PROJECT FUNDING

Refer to Section 00 11 13 Advertisement to ensure compliance with funding requirements.

7. BUILD AMERICA, BUY AMERICA

Contractor must comply with the “Build America, Buy America” Contract Language included in Appendix A.

8. BID PROPOSAL PREPARATION

A. Name, Address and Legal Status of Bidder

The name and legal status of the Bidder, Corporation, Partnership or an Individual, shall be stated in the Proposal. A corporation Bidder shall name the state in which its Articles of Incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts. A partnership Bidder shall give the full names and addresses of all partners. An L.L.C. Bidder shall provide the full names and addresses of all members.

Anyone signing a proposal as an agent of another must submit, with his proposal, legal evidence of his authority to act as an authorized agent of the party.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must be given after a signature.

B. Experience and Qualifications

It is the intention of the Owner to award this contract to a Bidder that will perform and complete all work in compliance with the Contract Documents and in a workmanlike and professional manner. Bids are therefore only solicited from responsible Bidders known to be skilled, experienced and regularly engaged in work of similar character and magnitude to that covered by these contract documents.

After the opening of bids, when so requested by the Owner or Engineer, the Bidder will be required to provide documentation of the extent and nature of his experience in work of this kind and to furnish references as to his experience on projects of similar types and concerning contractor’s ability to timely and within budget perform work of the type involved in this project. The successful Bidder shall submit a statement of his experience and financial status, a list of all jobs he now has underway, with the volume and percent completed. If the successful Bidder is an LLC, bidder shall provide, if requested, personal guarantees of its members.

In addition to the above, when so requested, the Bidder shall meet with the Owner's representatives and give further information in relation to his proposed construction plan,

methodology, and schedule of operations, in order to determine the Bidder's qualifications, ability to perform the Work, and timely complete the Work in accordance with the contract requirements.

C. Bid Surety

Each proposal must be accompanied by a bid deposit in the form of a bid bond payable to the Owner in the amount of not less than 5% of the total price for the Contract. The bond shall be issued by an insurance company licensed to do business in the State of Michigan.

Any Bidder who has submitted a proposal to the Owner may withdraw his bid at any time prior to the scheduled time for opening bids. No Bidder may withdraw his bid after the opening for a period of one hundred twenty (120) days thereafter.

D. Return of Bid Deposits

The bid deposits of all Bidders, except the three lowest Bidders, will be returned within seven days after the opening of the bids. The bid deposits of the three lowest Bidders will be returned (1) within 48 hours after the contract shall have been awarded to the successful Bidder, the signed agreement has been delivered, and the required bonds have been approved by the Owner, or (2) after rejection of all bids.

E. Proposal Form

The Bidder is to complete the Bid Proposal Documents that are included in the Project Specification book (online or hard copy), referring to the table of contents to identify the exact order of these documents. Regardless of how the bid documents are received, a hard copy (paper copy) of the Bid Proposal Documents must be submitted for bidding purposes. *No electronically-submitted Proposals will be accepted.* The Bid Proposal Documents include: Bid Proposal Checklist and Bid Proposal.

The Bidder must provide the signed Bid Proposal Documents in either type written or hand written (in ink) form and clearly and completely set forth all required lump sum amounts, unit prices or other costs in a legible and understandable manner. Illegibility of any work or figure in the proposal may be sufficient cause for rejection of the proposal by the Owners. *No electronically-submitted Proposals will be accepted.*

Each proposal must be enclosed in a sealed envelope addressed to City of Muskegon, 933 Terrace Street, Muskegon, MI 49440 and labeled "**Proposal for City of Muskegon, Muskegon County, Michigan, Nims Elevated Storage Tank Improvements, DWRP Project Number 7832-01.**" No electronically submitted Proposals will be accepted.

F. Proposal Data

Proposals shall be carefully prepared in strict accordance with contract requirements and these instructions and shall include all pertinent information required by the proposal form. Failure of the bidder to comply in any respect shall be grounds for rejection of the bidder's proposal.

The proposal for work is on a lump sum basis.

No partial bids will be considered.

#### 9. TIME AND LIQUIDATED DAMAGES

Bidder's attention is directed to the completion date(s) as indicated in Section 00 11 13 Advertisement and to the liquidated damage and expense clauses in the Agreement.

#### 10. BONDS AND INSURANCE

See General Conditions, Article 6; Supplementary Conditions Article 6 and Section 00 73 16 Insurance Specifications.

#### 11. AWARD AND EXECUTION OF THE CONTRACT

The contract shall be deemed as having been awarded when formal Notice of Award shall have been duly provided by the Owner upon the Bidder. Notice of Award will be issued within sixty (60) days of the EGLE "Order of Approval" (August 7, 2024), contingent upon the successful sale of bonds by the State Treasury.

The Bidder to whom the contract shall have been awarded will be required to execute an Agreement in the form included in the Contract Documents and to furnish sureties, insurance policies and certificates all as required within fifteen (15) days after the award. In case of his refusal or failure to do so, he will be considered to have abandoned all his rights and interest in the award, and his bid deposit may be declared forfeited to the Owner and the work may be awarded to another Bidder.

#### 12. COORDINATION

Refer to Section 01 10 00 Summary of Work, Section 1.05 Work Sequence and Coordination.

#### 13. PERMITS

Bidder's attention is directed to the required permits as indicated in Section 01 10 00 Summary of Work, Section 1.07 Permits.

#### 14. UTILITIES

Refer to Section 01 10 00 Summary of Work, Section 1.09 Protection of Existing Utilities.

END OF SECTION

## Bid Proposal

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Owner:	City of Muskegon, Muskegon County, Michigan		
Owner Address:	933 Terrace Street, Muskegon, MI 49440		
Project Title:	Nims Elevated Storage Tank Improvements		
Bid Date & Time:	June 11, 2024 at 2:00 P.M.	Project #: 2240217	DWRF Project #: 7832-01

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The undersigned, being familiar with the site, drawings, specifications, and related documents, proposes to furnish all required labor, materials, tools and equipment to construct the project in accordance with the lump sum on the following sheets.

Date Prepared: \_\_\_\_\_

### Receipt of Addenda

Receipt of Addenda \_\_\_\_\_ through \_\_\_\_\_ is hereby acknowledged.

### Summary of Bids

Total Lump  
Sum Bid \$ \_\_\_\_\_

The Owner reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding. No partial bids will be accepted.

### Contractor's Signature

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Contractor's Name	Telephone Number	
Business Address	City	Zip Code
Signature	Title	Date

Seal (if bidder is a corporation)

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# Bid Proposal

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Owner:	City of Muskegon, Muskegon County, Michigan				
Owner Address:	933 Terrace Street, Muskegon, MI 49440				
Project Title:	Nims Elevated Storage Tank Improvements				
Bid Date & Time:	June 11, 2024 at 2:00 P.M.	Project #:	2240217	DWRF Project #:	7832-01

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1. This bid is submitted on the basis of using the following subcontractors:

- Painting \_\_\_\_\_
- Tank Repair/Mechanical \_\_\_\_\_
- Electrical \_\_\_\_\_

No change from the subcontractors listed above will be allowed after the Proposal is submitted except by mutual consent of the Contractor and Owner in writing.

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## Bid Proposal

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Owner:	City of Muskegon, Muskegon County, Michigan		
Owner Address:	933 Terrace Street, Muskegon, MI 49440		
Project Title:	Nims Elevated Storage Tank Improvements		
Bid Date & Time:	June 11, 2024 at 2:00 P.M.	Project #:	2240217
		DWRF Project #:	7832-01

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### SUPPLEMENTAL INFORMATION

Contractor shall provide the following Schedule of Values information:

A. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 05 00 00:

1. OVERFLOW PIPE DISCHARGE MODIFICATION  
\_\_\_\_\_ \$  
\_\_\_\_\_
2. ROOF PLATFORM  
\_\_\_\_\_ \$  
\_\_\_\_\_
3. SWING GATE  
\_\_\_\_\_ \$  
\_\_\_\_\_
4. ROOF VENT  
\_\_\_\_\_ \$  
\_\_\_\_\_

B. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 09 00 00:

5. EXTERIOR OVERCOAT  
\_\_\_\_\_ \$  
\_\_\_\_\_
6. LETTERING  
\_\_\_\_\_ \$  
\_\_\_\_\_

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## Bid Proposal

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Owner: City of Muskegon, Muskegon County, Michigan

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Owner Address: 933 Terrace Street, Muskegon, MI 49440

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Project Title: Nims Elevated Storage Tank Improvements

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Bid Date & Time: June 11, 2024 at 2:00 P.M. Project #: 2240217 DWRP Project #: 7832-01

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### SUPPLEMENTAL INFORMATION

C. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 13 00 00:

7. MIXER

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\$

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PROJECT TOTAL INCLUDING #1 THROUGH #7:

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\$

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D. Alternate Bid Items: Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items:

1. LETTERING - ALTERNATE

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\$

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E. THE ESTIMATED COST ALREADY INCLUDED IN EXTERIOR PAINTING TO PROTECT AND WORK AROUND ANTENNAS AND CABLES. OWNER RESERVES THE RIGHT TO DELETE THIS AMOUNT IF THE ANTENNAS AND CABLES ARE REMOVED.

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\$

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### **ALTERNATE BIDS**

Bidders are required to bid both Base and Alternate.

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## Bid Proposal Checklist

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Owner: City of Muskegon

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Project Title: Nims Elevated Storage Tank Improvements

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Project #: 2240217

DWRF Project #: 7832-01

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This checklist is for the bidder's convenience and the Engineer's use. It should be reviewed thoroughly before submitting a bid.

- Bid submitted on time.
- Bid surety properly completed and enclosed.
- Addenda, if applicable, have been acknowledged and any revisions to the proposal completed.
- Bid proposal legally signed in ink.
- Contract Prices are completed in ink.
- Completed Disadvantaged Business Enterprise (DBE) and Debarment Certification documents:
  1. DBE "Good Faith Efforts Worksheet" for each area of work type to be subcontracted. See "Instructions to Bidder for the Completion of the Good Faith Efforts Worksheet" included in Appendix A
  2. Copy of posting, on the MITA website, soliciting for quotes/proposals from DBE's, if utilized
  3. Certification Regarding Debarment, Suspension, and other Responsibility Matters

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## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Muskegon, 933 Terrace Street, Muskegon, MI 49440 ("Owner") and \_\_\_\_\_ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Tank Information:

The structure is a 1,000,000-gallon radial arm elevated water storage tank with an estimated low-water level of 100 ft. located on Nims St. in Muskegon, Michigan.

The work includes:

Exterior: High pressure water clean (5,000 to 10,000 psi) and spot power tool clean to a SSPC-SP11 standard. Apply a three (3) coat epoxy urethane system.

Foundation: Water clean and apply a two (2) coat epoxy system.

Mixer: Install a mechanical mixer.

Repairs:

- 1) Install a gasket on the wet interior roof hatch.
- 2) Install deflector bars on the fill/draw pipe.
- 3) Install a flap gate on the overflow discharge.
- 4) Install a roof/sidewall platform.
- 5) Balcony drain holes.
- 6) Install a swing gate at the step-off platform opening.
- 7) Replace roof vent with a pressure vacuum vent.
- 8) Install bowl rigging couplings.

Also included is all associated mechanical, electrical, controls, site, and restoration work.

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Nims Elevated Storage Tank Improvements*

## ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Prein&Newhof, 4910 Stariha Drive, Muskegon, MI 49441 (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Prein&Newhof.

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **September 26, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 31, 2025**.

### ~~4.03 *Contract Times: Days*~~

- ~~A. The Work will be substantially complete within [number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [number] days after the date when the Contract Times commence to run.~~

### 4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1:

### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$600** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$600** for each day that expires after such time until the Work is completed and ready for final payment.
  - ~~3. *Milestones:* Contractor shall pay Owner **[\$number\*]** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor **[\$number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to **[\$number]**.~~

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of \$ \_\_\_\_\_.

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$(number)**.~~

D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the \_\_\_\_\_ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All

such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **90** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **0** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **98** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

### **ARTICLE 7—CONTRACT DOCUMENTS**

#### 7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual.
6. Addenda (numbers to , inclusive).
7. Exhibits to this Agreement (enumerated as follows):
  - a. **Contractor's Bid (pages 1 to 4, inclusive)**
  - b. Insurance Specifications (pages 1 to 13, inclusive).
  - c. The 2020 Standard Specifications for Construction adopted by the Michigan Department of Transportation are hereby incorporated into these contract documents.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Contractor:

City of Muskegon

\_\_\_\_\_  
(typed or printed name of organization)

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

By:

\_\_\_\_\_  
(individual's signature)

Date:

\_\_\_\_\_  
(date signed)

Date:

\_\_\_\_\_  
(date signed)

Name:

\_\_\_\_\_  
(typed or printed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

\_\_\_\_\_  
(individual's signature)

Attest:

\_\_\_\_\_  
(individual's signature)

Title:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

Address for giving notices:

933 Terrace Street

Muskegon, MI 49440

Designated Representative:

Designated Representative:

Name:

\_\_\_\_\_  
(typed or printed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address:

Address:

Phone:

Phone:

Email:

Email:

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

License No.:

\_\_\_\_\_  
(where applicable)

State:

[Intentionally left blank]

## PERFORMANCE BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: City of Muskegon Mailing address <i>(principal place of business)</i> : 933 Terrace Street Muskegon, MI 49440	<b>Contract</b> Description <i>(name and location)</i> : Nims Elevated Storage Tank Improvements  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with

said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

## PAYMENT BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: City of Muskegon Mailing address <i>(principal place of business)</i> : 933 Terrace Street Muskegon, MI 49440	<b>Contract</b> Description <i>(name and location)</i> : Nims Elevated Storage Tank Improvements Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.



8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

- Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.



### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

### 2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

#### A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. Abnormal weather conditions;
  3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

#### **A. *Limitation on Use of Site and Other Areas***

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.



- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
- b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
- c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
- b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
- c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker’s compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor’s liability policies) on each Subcontractor’s commercial general liability insurance policy; and



2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
  - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
  - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
  - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
  - L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
  - M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
  - N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  1. include at least the specific coverages required;
  2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### 6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

## 7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.
    - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    - a. will certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design;
      - 2) be similar in substance to the item specified; and
      - 3) be suited to the same use as the item specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from the item specified; and
      - 2) available engineering, sales, maintenance, repair, and replacement services.
    - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or



otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### 7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

## 7.16 Submittals

### A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

### B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

#### 1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

#### 2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

*C. Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity



directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

### **8.02 *Coordination***

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  2. An itemization of the specific matters to be covered by such authority and responsibility; and
  3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07 *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

#### 10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

### **ARTICLE 11—CHANGES TO THE CONTRACT**

#### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

#### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

#### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving



the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
  - 1. A mutually acceptable fixed fee; or
  - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
  4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
  - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price (“changed Work”), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder’s risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor’s fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor’s officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor’s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor’s fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.



### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

- b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### **14.01 *Access to Work***

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

### **14.02 *Tests, Inspections, and Approvals***

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 *Progress Payments***

- A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

*E. Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.



- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
  2. correct such defective Work;
  3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17—FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18—MISCELLANEOUS

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



## SUPPLEMENTARY CONDITIONS

### *Nims Elevated Storage Tank Improvements*

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## *Caption and Introductory Statements*

### Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2018 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

Unless otherwise noted, the terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

### **ADDITIONS, DELETIONS AND CHANGES TO GENERAL CONDITIONS**

#### **ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**

##### *SC-1.01 Defined Terms*

SC-1.01 Add the following new paragraph immediately after Paragraph 1.01.A.22:

22.1 *Falsework*--temporary construction work on which a main work is wholly or partly built and/or supported until the main work is strong enough to support itself.

SC-1.01 Add the following new paragraph immediately after Paragraph 1.01.A.32:

32.1 *Project Manual* – the written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

##### *SC-1.02 Terminology*

SC-1.02 Add the following new sentence immediately after the last sentence in Paragraph 1.02.B:

The use of any such term or adjective is not intended to and shall not be effective to relieve the Contractor of responsibility to comply with all Laws and Regulations applicable to the performance of the Work, or to perform the Work in accordance with the provisions of Article 7, or to comply with any other provision of the Contract Documents.

## **ARTICLE 2 - PRELIMINARY MATTERS**

### *SC-2.03 Before Starting Construction*

SC-2.03 Delete Paragraph 2.03.A in its entirety and insert the following in its place:

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement, Contractor shall submit to Owner and Engineer for timely review:
1. A preliminary Progress Schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  2. A preliminary Schedule of Submittals; and
  3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *SC-2.05 Acceptance of Schedules*

SC-2.05 Delete Paragraph 2.05.A in its entirety and insert the following in its place:

- A. Upon Owner's, Engineer's or Contractor's request at least ten days before submission of the first Application for Payment a conference, attended by Contractor, Owner, Engineer and others as appropriate, will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with paragraph 2.03.A. If a schedule is not acceptable, Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. Upon notice by Owner, no progress payment shall be made to Contractor until acceptable

schedules are submitted and accepted by Owner.

1. The Progress Schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Time, and if acceptable to Engineer. Such acceptance will not impose on Owner or Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Owner if acceptable to Engineer and if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if it is acceptable to Engineer and if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### *SC-3.01 Intent*

SC-3.01 Add the following new sentence immediately after the last sentence in Paragraph 3.01.B:

Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

#### *SC-3.02 Reference Standards*

SC-3.02.A.2 Delete Paragraph 3.02.A.2 in its entirety and insert the following in its place:

No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision

or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

*SC-3.03 Reporting and Resolving Discrepancies*

*A. Reporting Discrepancies*

SC-3.03 Delete Sub-Paragraph 3.03.A.3 in its entirety and insert the following in its place:

3. Contractor shall not be entitled to any increase in the Contract Amount or Contract Time for any conflicts, errors, ambiguities or discrepancies in the Contract Documents that were known, or that should have been known to Contractor, or which could have been discovered by Contractor as part of its review of the bidding requirements and Contract Documents prior to bidding or its review of the Contract Documents prior to undertaking any part of the Work.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

*SC-4.01 Commencement of Contract Times; Notice to Proceed*

SC-4.01 Delete Paragraph 4.01.A in its entirety and insert the following in its place:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed.

*SC-4.05 Delays in Contractor's Progress*

SC-4.05 Add the following new paragraph immediately after Paragraph 4.05.G

H. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under Paragraph 4.05 within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 - SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

SC-5.03 *Subsurface and Physical Conditions*

SC-5.03.A Delete Paragraph 5.03.A in its entirety and insert the following in its place:

A. *Reports and Drawings:* The Contract Documents may identify:

1. Those soil borings, plans, drawings, surveys or other reports of explorations of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents;
2. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, (Except Underground Facilities) that Engineer has used in preparing the Contract Documents; and
3. Technical Data contained in such *Reports and Drawings*.

The soil borings, plans, drawings, surveys, technical data, and other documents referenced in Paragraphs 5.03.A.1, 2 and 3 are collectively called "*Reports and Drawings*."

SC-5.03.C Delete Paragraph 5.03.C in its entirety and insert the following in its place:

C. *Reliance by Contractor Not Authorized.* Contractor may not rely upon the *Reports and Drawings* referenced in 5.03.A or make any claim against Owner, Engineer, or any of Owner's or Engineer's Consultants or Subcontractors related to the *Reports and Drawings*. This limitation includes but is not limited to:

1. The accuracy or completeness of such *Reports and Drawings* for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. The accuracy or completeness of other data, interpretations, opinions, and information contained in, shown on, or indicated in the *Reports and Drawings*; or
3. Any Contractor interpretation of or conclusion drawn from any of the *Reports and Drawings* or any other Technical Data, data, interpretations, opinions or information referenced in the *Reports and Drawings*.

The *Reports and Drawings*, including the information contained therein, are offered to the Contractor only as information relied upon by Engineer in the preparation of the Contract Documents, and the Contractor is solely responsible for confirming actual conditions. Neither the Engineer nor the Owner, nor the Consultants or Subcontractors of either have any responsibility for any conclusion, interpretation or analysis contained therein or made by the Contractor based upon the Contractor's review of the *Reports and Drawings*.

Neither Owner nor Engineer has any responsibility for and does not warrant that the soils or water table encountered during construction will be as shown in the *Reports and Drawings*.

SC-5.03.D

Delete Paragraph 5.03.D in its entirety and insert the following in its place:

- D. Contractor warrants that before submitting a bid the Contractor has determined the soil and subsoil conditions, including the water table elevation and the conditions to be encountered by Contractor in the performance of the Work and that said conditions and factors have been evaluated by Contractor and incorporated into his Contract with Owner. Contractor further warrants that the Contractor is fully aware of the soil conditions, subsoil conditions, water table and all applicable State and Federal Regulations related to the excavation, removal, transportation, placement and relocation of the materials involved in the Work to be performed by the Contractor and that Contractor will complete the Work under whatever



conditions he may encounter or create without extra cost, expense to or claim against the Owner or Engineer, their Consultants or Subcontractors.

Contractor has identified all locations where the Contractor's operations are near public roadways, the properties of railroads or contiguous physical structures. Work shall not take place until Contractor has made all arrangements necessary to identify the location and/or elevation of the roadways, the properties of railroads or contiguous physical structures and foundation or appurtenances and has taken all necessary steps to protect the roadways, the properties of railroads or contiguous physical structures from damage. Contractor is solely responsible for any and all damage to roadways, the properties of railroads or contiguous physical structures and any personal injury, death or property damage or consequential damages arising from Contractor's operations.

#### SC-5.04 *Differing Subsurface or Physical Conditions*

SC-5.04.A Delete Paragraph 5.04.A in its entirety and insert the following in its place:

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to require a change in the Contract Documents; or
  2. is of an unusual nature and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor

shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. If notice as provided in the section is not given, no change in Contract Price shall be considered or allowed.

SC-5.04.B Delete Paragraph 5.04.B in its entirety and insert the following in its place:

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 5.04.A, Engineer will review the information provide by Contractor. If Engineer, in Engineer's sole discretion, determines that additional explorations and/or tests are needed to evaluate Contractor's belief that there are differing subsurface or physical conditions, then Contractor, at Contractor's sole expense, shall promptly undertake those additional explorations and/or tests, and provide the results to Engineer. Engineer will then review the information provided by Contractor along with any other information Engineer believes is pertinent, and advise Owner in writing (with a copy to Contractor) of Engineer's findings, conclusions and recommendations.

If after receipt of written notice as required by Paragraph 5.04.A, Engineer, in Engineer's sole discretion, determines that additional explorations and/or tests are not needed to evaluate Contractor's belief that there are differing subsurface or physical conditions, Engineer will review the information provided by Contractor, along with any other information Engineer believes is pertinent, and advise Owner in writing (with copy to Contractor) of Engineer's findings, conclusions and recommendations.

Owner reserves the right at its own expense to undertake additional exploration and/or testing. This reservation in no way waives the responsibility of the Contractor to undertake additional explorations and/or tests, if required, as set forth above.

SC-5.05 *Underground Facilities*

SC-5.05.A Delete Paragraph 5.05.A in its entirety and insert the following in its place:

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on

information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others.

1. The Underground Facilities shown on or indicated in the Contract Documents are located according to the information available to the Engineer at the time of the preparation of the Contract Documents. Neither the Engineer nor the Owner guarantee the accuracy or completeness of any such information or data, including but not limited to information provided by the Owner;
2. The Contractor is solely responsible for identifying the actual location of all Underground Facilities and shall verify the location and/or elevations of the Underground Facilities prior to undertaking construction;
3. At all locations where the Contractor's operations are near, will cross or contact Underground Facilities, no part of the Work shall commence until Contractor has made all arrangements necessary to identify the location and/or elevation of the Underground Facility, including contacting MISS DIG, has notified the owner of the Underground Facility, and has taken all necessary steps to protect the Underground Facility from damage.
4. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all information and data regarding Underground Facilities at the Site;
  - b. complying with applicable state and local utility damage prevention Laws and Regulations;
  - c. locating all Underground Facilities shown or indicated in the Contract Documents;
  - d. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the

Work, by exposing such Underground Facilities during the course of construction;

- e. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction;
  - f. the safety and protection of all such Underground Facilities and related above ground structures, including but not limited to shoring, bracing, supporting and maintenance of all Underground Facilities and related above ground structures affected by the Contractor's operations;
  - g. repairing any damage to Underground Facilities and related above ground structures resulting from the Work; and
  - h. any personal injury, death or property damage or consequential damages arising from Contractor's Work.
5. In the event of the interruption of or damage to an Underground Facility as the result of Contractor's operations, the Contractor shall immediately notify the Underground Facility owner and shall take all steps necessary to cooperate with and assist the Underground Facility owner in the restoration and repair of the Underground Facility. Said repair work shall be continuous and shall not result in any delay of the Project or increased cost or expense to Owner, or claim against Owner, Engineer or their Consultants.

SC-5.05.B Delete Paragraph 5.05.B in its entirety and insert the following in its place:

- B. *Notice by Contractor:* If an Underground Facility is uncovered or revealed at or adjacent to the Site which was not shown or indicated in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required paragraph 7.15), identify the owner of such Underground Facility

and give written notice to that owner and to Owner and Engineer.

SC-5.05.C Delete Paragraph 5.05.C in its entirety and insert the following in its place:

- C. *Engineer's Review:* Engineer will review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. If Engineer concludes that a change in the Contract Documents is required, Engineer shall prepare recommendations to the Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. At all times, Contractor shall be solely responsible for the safety and protection of such Underground Facility.

SC-5.05.F. Delete Paragraph 5.05.F.1 in its entirety and insert the following in its place:

F. *Possible Price and Times Adjustment*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated in the Contract Documents, subject to the following:
  - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

d. Contractor gave the notice required in Paragraph 5.05.B.

SC-5.06 *Hazardous Environmental Conditions at Site*

SC-5.06.A Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. The following reports regarding Hazardous Environmental Conditions at the Site were utilized by the Engineer in the preparation of the Contract Documents:

a. *None*

2. The following drawings regarding Hazardous Environmental Conditions at the Site were utilized by the Engineer in the preparation of the Contract Documents:

a. *None*

3. Technical Data contained in such *Reports and Drawings*.

SC-5.06.B Delete Paragraph 5.06.B in its entirety and insert the following in its place:

B. *Reliance by Contractor Not Authorized*: Contractor may not make any Claim against Owner, Engineer or the Consultants of either with respect to:

1. The completeness of such reports, drawings and/or Technical Data, for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, the cost of Work and safety precautions and programs incident thereto; or

2. The accuracy of any Technical Data, or any other data, interpretations, opinions and information contained in such reports or shown or indicated on such drawings; or

3. Any Contractor interpretation of or conclusion drawn from any

such report, drawing or Technical Data.

## **ARTICLE 6 - BONDS AND INSURANCE**

### 6.02 *Insurance—General Provisions*

SC-6.02 Delete Paragraph 6.02.A in its entirety and insert the following in its place:

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Insurance Specification.

SC-6.02 Delete Paragraphs 6.02.B through 6.02.N in their entirety and replace with Insurance Specification.

### 6.03 *Contractor's Insurance*

SC-6.03 Delete Paragraph 6.03.A in its entirety and insert the following in its place:

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Insurance Specification.

SC-6.03 Delete Paragraphs 6.03.B through 6.03.C in their entirety and replace with Insurance Specification.

### 6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete the last sentence of Paragraph 6.04.A and insert the following in its place:

The specific requirements applicable to the builder's risk insurance are set forth in the Insurance Specification.

SC-6.04 Delete Paragraphs 6.04.B through 6.04.E in their entirety and replace with Insurance Specification.

### 6.05 *Property Losses; Subrogation*

SC-6.05 Delete Paragraphs 6.05.A through 6.05.D in their entirety and replace with Insurance Specification.

6.06 *Receipt and Application of Property Insurance Proceeds*

SC-6.06 Delete Paragraphs 6.06.A through 6.06.C in their entirety and replace with Insurance Specification.

**ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

SC-7.01 *Contractor's Means and Methods of Construction*

SC-7.01.A Add the following new sentence immediately after the last sentence in 7.01.A:

Nothing in the design, specifications or Contract Documents shall be deemed to constitute a specific means, method, technique, sequence, or procedure of construction. Contractor shall be solely responsible for ensuring that the completed Work conforms accurately to the Contract Documents.

SC-7.05 *"Or-Equals"*

SC-7.05.A Add the following sub-paragraph immediately after Paragraph 7.05.A.1.b.2:

3) the item will be functionally equal to the named item of material or equipment. Contractor warrants and assumes sole responsibility for the adequacy, performance and functioning of the "or-equal" material or equipment.

SC-7.06 *Substitutes*

SC-7.06.A.3.f Add the following sub-paragraph immediately following paragraph 7.06.A.3.d:

f. Contractor warrants that, if approved and incorporated into the Work, the "substitute item" will be functionally equal to the named item of material or equipment. Contractor assumes sole responsibility for the adequacy, performance and functioning of the "substitute" item of material or equipment.



SC-7.07 *Concerning Subcontractors and Suppliers*

SC-7.07.D Delete Paragraph 7.07.D in its entirety and replace with the following paragraph:

- D. No later than two (2) business days after the bid opening, the Contractor shall submit to the Owner and Engineer for acceptance a list of the names and addresses of the Contractor's Subcontractors, Suppliers and such other individuals and entities as the Owner requests.

SC-7.07 Add the following sub-paragraphs immediately following paragraph 7.07.M:

- N. Contractor shall require all Subcontractors, prior to commencement of any Work by the Subcontractor, to secure and keep in force the insurance coverages set forth in and required by the Insurance Specification.
- O. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors and Suppliers, whether initially or as a replacement, performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

SC-7.08 *Patent Fees and Royalties*

SC-7.08.B Delete paragraph 7.08.B in its entirety.

SC-7.11 *Laws and Regulations*

SC-7.11.D Add the following new paragraph immediately after Paragraph 7.11.C:

- D. Contractor shall be solely responsible for compliance with all Federal and State Occupational Safety and Health Act ("OSHA") requirements related to the Work and the Site, including, if applicable, the requirements of the Michigan Occupational Safety and Health Act ("MIOSHA"). Neither Owner nor Engineer shall have any responsibility for construction site safety or OSHA or MIOSHA compliance. Contractor will indemnify and hold harmless Owner and Engineer from all claims, costs, fees, fines, penalties and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court, administrative proceeding, and dispute resolution costs) related in any way to claims related

to construction site safety, OSHA or MIOSHA violations or charges.

*SC-7.13 Safety and Protection*

SC-7.13.A Amend the first sentence of Paragraph 7.13.A to read as follows:

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including but not limited to the enforcement of safety precautions and programs of all Subcontractors.

SC-7.13.D Amend Paragraph 7.13.D to read as follows:

- E. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense.

*SC-7.16 Submittals*

SC-7.16.B.1 Amend paragraph 7.16.B.1.a to read as follows:

- a. Contractor shall submit to Engineer for approval eight (8) copies of all shop drawings.

SC-7.16.B.2 Amend paragraph 7.16.B.2.a to read as follows:

- a. Contractor shall submit to Engineer for approval eight (8) duplicates of each Sample.

SC-7.16.E Add the following new paragraph immediately after Paragraph 7.16.E.1.d:

- e. Contractor shall submit to Engineer for approval eight (8) duplicates of each submittal.

*SC-7.17 Contractor's General Warranty and Guarantee*

SC-7.17.A Delete Paragraph 7.17.A in its entirety and replace with the following paragraph:

Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee. Contractor's warranty and guaranty that all Work will be in accordance with the Contract Documents and will not be defective includes but is not limited to all materials and equipment incorporated into the Work. Unless a longer duration is required by the Project Specifications, Contractor's warranty and guaranty that all Work will be in accordance with the Contract Documents and will not be defective will extend for at least one year after the date of Substantial Completion.

SC-7.17.D.8 Amend paragraph 7.17.D.8 to read as follows:

8. Any inspection, test, review, or approval by Engineer, the Resident Project Representative (if one is assigned to the Site), or by others;

SC-7.17.D.9 Amend Paragraph 7.17.D.9 to read as follows:

9. Any correction of defective Work by Owner; or

SC-7.17.D.10 Add the following new paragraph immediately after Paragraph 7.17.D.9:

10. Any acceptance by Owner, or any failure to do so.

#### SC-7.19 *Delegation of Professional Design Services*

SC-7.19.B Add the following new sentence immediately after the last sentence in 7.19.B:

The design professional must be licensed in the state or states where the Project is located.

SC-7.19.D Delete Paragraph 7.19.D in its entirety and replace with the following paragraph:

Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, drawings, calculations, specifications, Submittals, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

## **ARTICLE 9 – OWNER’S RESPONSIBILITIES**

### *SC-9.06 Insurance*

SC-9.06.A. Delete Paragraph 9.06.A in its entirety and replace with the following paragraph:

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in the Insurance Specifications.

## **ARTICLE 10 - ENGINEER’S STATUS DURING CONSTRUCTION**

### *SC-10.01 Owner’s Representative*

SC-10.01.A Delete Paragraph 10.01.A in its entirety and insert the following in its place:

- A. Engineer will be Owner’s representative during the construction period. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The authority and responsibilities of the Engineer as set forth in the Contract Documents shall not be restricted, extended or otherwise modified without the written consent of the Engineer and the Owner. Nothing in the Contract Documents shall create for the benefit of the Contractor, any Subcontractor, Supplier or other individual or entity, any contractual relationship between Engineers and any such Contractor, Subcontractor, Supplier or other individual or entity.

### *SC-10.02 Visits to Site*

SC-10.02.A Amend Paragraph 10.02.A by striking the following words from the first sentence:

“at intervals appropriate to the various stages of construction”

### *SC-10.03 Resident Project Representative*

SC-10.03.C Add the following new paragraphs immediately after Paragraph 10.03.C:

- C. If Engineer furnishes a Resident Project Representative (RPR), the RPR

will be Engineer's employee or agent at the Site. The RPR's authority and responsibility is expressly limited to making observations of the progress that has been made and the quality of the various aspects of Contractor's executed Work, and reporting same to Engineer. RPR will not be required to make exhaustive or continuous observations or inspections on the Site to check the quality or quantity of the Work. RPR's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. In addition to the limitations set forth in Paragraph 10.07, The RPR does not have the authority or responsibility to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals.
8. Authorize Owner to occupy the Project in whole or in part.
9. Interpret for Contractor or Owner any provision of the Contract Documents.

10. Stop the Work for any reason.

*SC-10.07 Limitations on Engineer's Authority and Responsibilities.*

SC-10.07.B Add the following sentence immediately after the last sentence in Paragraph 10.07.B:

Engineer may not stop the work or interfere with the progress of the Work. No decision made by the Engineer in good faith either to exercise or not exercise any authority or responsibility delegated to Engineer in the Contract Documents or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall be construed as interference with the progress of the Work. Engineer shall have no authority or responsibility to recommend alternate or possible safety activities or changes for the safety of the project, Contractor, Subcontractors, Suppliers, Owner, employees, third persons or their property.

SC-10.07.F Add the following new paragraph immediately after Paragraph 10.07.E:

F. Engineer will not be responsible for Contractor's failure to pay Subcontractors, Suppliers, employees, taxes, fees, permits, patent fees, copyright fees, royalties, licenses or monies due to any individual or entity.

*SC-15.01 Progress Payments*

SC-15.01.C Delete Paragraph 15.01.C.3.a and insert the following in its place:

a. Inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or

SC-15.01.C Delete the period at the end of the sentence in Paragraph 15.01.C.4.e and insert the following in its place:

, or

SC-15.01.C Add the following new paragraphs immediately after Paragraph 15.01.C.4.e:

f. for Contractor's failure to construct the Work or any part of the Work in conformance with the Contract Documents, or

- g. for defective Work.

#### SC-15.04 *Partial Use or Occupancy*

SC-15.04 Delete Paragraph 15.04.A.4 in its entirety and insert the following in its place:

- 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of the Insurance Specifications regarding builder's risk or other property insurance.

#### SC-15.07 *Waiver of Claims*

SC-15.07.A Delete Paragraph 15.07.A in its entirety and insert the following in its place:

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising (1) from unsettled Liens, (2) from defective Work, (3) from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, (4) from outstanding Claims by Owner, (5) from Contractor's continuing obligations under the Contract Documents, and (6) from late completion by Contractor, including without limitation liquidated damages or other damage.

### **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

#### SC-17.01 *Methods and Procedures*

SC-17.01.B Delete Paragraph 17.01.B.1 in its entirety and insert the following in its place:

- 1. At Owner's sole option, Owner may demand in writing arbitration of the dispute;

SC-17.01.C Add the following new paragraph immediately after Paragraph 17.01.B

#### SC-17.01.C *Arbitration of Claims at Election of Owner*

- 1. If the Owner elects in writing to demand arbitration as set forth in Paragraph 17.01.1, the dispute will be decided by arbitration in accordance with the rules of the American Arbitration Association in effect as of the Effective Date of the Agreement
- 2. The demand for arbitration will be filed in writing with the Contractor

and with the selected arbitrator, and a copy will be sent to Engineer for information.

3. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; and (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.
4. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal except as provided by the controlling law governing vacating or modifying an arbitration award.
5. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

## **ARTICLE 18 – MISCELLANEOUS**

### 18.01 *Giving Notice*

SC-18.01 Delete Paragraph 18.01.A.3 in its entirety.



## SOIL NOMENCLATURE AND TERMINOLOGY

### DRILLING & SAMPLING DESIGNATIONS:

SS :	Split Spoon Sample (per ASTM D 1586)	HSA :	Hollow Stem Auger
LS :	Split Spoon Sample with 3" Liner Insert	SSA :	Solid Stem Auger
ST :	Shelby Tube Sample - 3" O.D., unless otherwise noted	RB :	Rock Bit (NX; BX; AX)
AS :	Auger Sample	PP :	Pocket Penetrometer Value
BS :	Bulk Sample	VS :	Vane Shear Value
		PM :	Pressuremeter test - in situ

**STANDARD PENETRATION TEST (ASTM D-1586):** A 2-inch OD, 1 $\frac{3}{8}$ -inch ID split barrel sampler is driven into undisturbed soil by means of repeating blows from a 140-pound hammer falling 30 inches. The sampler is driven three successive 6-inch increments; the total number of blows required for the final 12 inches of penetration is termed the Standard Penetration Resistance (N).

### GRADATION DESCRIPTION & TERMINOLOGY:

Granular Soils (coarse-grained) have more than 50% of their dry weight retained on a #200 sieve; they are described as: *Boulders, Cobbles, Gravel* or *Sand*. Fine-Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: *Clays* or *Clayey Silts* if they are cohesive, and *Silts* if they are non-cohesive. In addition to gradation, granular soils are defined based on their *in-situ density*; fine grained soils are further defined based on their strength or *consistency*, and on their *plasticity*.

<u>Major Soil Component</u>	<u>Gradation Range</u>	<u>Descriptive Term(s) (Of Minor Soil Constituents)</u>	<u>Percent of Dry Weight</u>
Boulders	Over 12 inches (305mm)	Trace	1 - 10
Cobbles	12 inches to 3 inches (305mm to 76mm)	Little	10 - 20
Gravel	Coarse 3 inches to $\frac{3}{4}$ inches (76mm to 19mm)	Some	20 - 35
	Fine $\frac{3}{4}$ inches to #4 sieve (19mm to 4.75mm)	And	35 - 50
Sand	Coarse #4 sieve to #10 sieve (4.75mm to 2.00mm)		
	Medium #10 sieve to #40 sieve (2.00mm to 0.425mm)		
	Fine #40 sieve to #200 sieve (0.425mm to 0.074mm)		
Silt	Passing #200 sieve (0.074mm) to 0.005mm		
Clay	Smaller than 0.005mm		

### CONSISTENCY OF COHESIVE SOILS:

<u>Unconfined Comp Strength, Qu (tsf)</u>	<u>Consistency</u>
<0.25	Very Soft
0.25 - 0.50	Soft
0.50 - 1.00	Medium (firm)
1.00 - 2.00	Stiff
2.00 - 4.00	Very Stiff
4.00 - 8.00	Hard
>8.00	Very Hard

### IN-SITU DENSITY OF GRANULAR SOILS:

<u>N - Blows/ft.</u>	<u>In-Situ Density</u>
0 - 4	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
50 +	Very Dense

### WATER LEVEL MEASUREMENT:

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. It should be noted that groundwater levels observed during drilling in predominantly cohesive soils are not necessarily indicative of the static groundwater level. This is due to the relatively low permeability of clay soils and the tendency of drilling operations to temporarily seal off natural paths of groundwater migration into the borehole. Additionally, fluctuations in groundwater levels should be anticipated with seasonal variations and following periods of heavy or prolonged precipitation.

[Intentionally left blank]

## **INSURANCE SPECIFICATIONS**

### **Insurance Required to be Purchased and Maintained by the Contractor**

Contractor shall comply with all requirements of this Insurance Specification. Contractor shall purchase and maintain (i.e. keep in force) insurance which conforms to the requirements of this Insurance Specification.

#### **1.1 Insurance—General Provisions**

- 1.1.1** Contractor shall obtain and maintain insurance as required in this Insurance Specification.
- 1.1.2** All insurance required by the Contract to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverage's. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- 1.1.3** Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Insurance Specification, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverage's, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- 1.1.4** Failure of Owner to demand such certificates or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance.
- 1.1.5** If Contractor does not purchase or maintain all of the insurance required of Contractor by the Contract, Contractor shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- 1.1.6** If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against

payment, and exercise Owner's termination rights under Article 16 of the General Conditions of the Contract.

- 1.1.7 Without prejudice to any other right or remedy, if Contractor has failed to obtain required insurance, Owner may elect to obtain equivalent insurance to protect Owner's interests at the expense of the Contractor, and the Contract Price shall be adjusted accordingly.
- 1.1.8 Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- 1.1.9 The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

## 1.2 Contractor's Insurance - Liability

- 1.2.1 **Owner's & Contractor's Protective Liability:** Contractor shall purchase and maintain an Owner's & Contractor's Protective Liability Policy ("OCP" Policy). The OCP policy shall name the Owner, the Engineer, their consultants, agents, and employees, as the insureds (hereinafter collectively called the "named insureds"). The OCP policy will protect the named insureds for any actual or alleged liability arising out of the work performed by the Contractor, the Subcontractor(s), or Suppliers, on this Project. The OCP policy will provide primary, non-contributing coverage.
- 1.2.2 **Workers' Compensation and Employer's Liability:** Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1.2.2.1 Claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 1.2.2.2 United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 1.2.2.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 1.2.2.4 Foreign voluntary worker compensation (if applicable).
- 1.2.3 **Commercial General Liability—Claims Covered:** Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
  - 1.2.3.1 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  - 1.2.3.2 Claims for damages insured by reasonably available personal injury liability coverage.

- 1.2.3.3** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- 1.2.4 Commercial General Liability—Form and Content:** Contractor’s commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverage’s and endorsements:
- 1.2.4.1** Products and completed operations coverage: Such insurance shall be maintained for three years after final payment.
- 1.2.4.2** Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
- 1.2.4.3** Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
- 1.2.4.4** Premises/operations liability.
- 1.2.4.5** Personal and advertising injury.
- 1.2.4.6** Broad form property damage coverage.
- 1.2.4.7** Severability of interest (the CGL policy shall apply to each named insured as if that named insured was the only named insured and the policy shall apply separately to each insured against whom claim is made or suit is brought).
- 1.2.4.8** Underground, explosion, and collapse coverage.
- 1.2.4.9** Personal injury coverage, including employees (with no exclusions pertaining to employment).
- 1.2.4.10** Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
- 1.2.4.11** For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.

- 1.2.5 Automobile liability:** Contractor shall purchase and maintain comprehensive automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired motor vehicles. In light of standard policy provisions concerning (a) loading and unloading, and (b) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled construction equipment, it is recommended that the comprehensive automobile liability insurance policy and the commercial general liability policy be written by the same insurance carrier, though not necessarily in one the policy. The comprehensive automobile liability policy shall be written on an occurrence basis.
- 1.2.6 Umbrella or excess liability:** Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, aviation liability and automobile liability insurance described in the paragraphs above and in Section 1.2.10 below. The coverage afforded shall be at least as set for in Section 1.5.6. But if no box is checked in Section 1.5.6, then the umbrella/excess liability coverage limits will be \$2,000,000 per occurrence and \$2,000,000 general aggregate. The umbrella or excess liability insurance policy(ies) shall be an occurrence policy(ies)
- 1.2.7 Contractor's pollution liability insurance:** Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- 1.2.8 Railroad Protective Liability:** Contractor shall purchase and maintain a Railroad Protective Liability policy, where such an exposure exists, to provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which Work under the Contract Documents is to be performed. The form of the policy and the limits of liability shall be determined by the railroad company(ies) involved.
- 1.2.9 Contractor's professional liability insurance:** If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall purchase and maintain applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

**1.2.10 Aviation Liability Insurance:** If required on this project as indicated by a check mark in Section 1.5.10, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Manned or Unmanned Aerial Vehicles, including but not limited to drone(s).

**1.2.10.1 Minimum Scope and Limit of Insurance:** Aviation Liability Insurance on an “occurrence” basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This coverage may also be provided by endorsement to the Contractor’s Commercial General Liability policy.

**1.3 The policies of insurance required to be purchased and maintained by the Contractor shall:**

**1.3.1 Additional insureds:** The Contractor’s commercial general liability, automobile liability, umbrella or excess, pollution liability policies and aviation liability insurance, shall include and list as additional insureds the Owner and Engineer, and the following individuals and entities:

**Prein&Newhof,**

3355 Evergreen Drive NE, Grand Rapids, MI

616-364-8491

The additional insured coverage shall include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and every additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements. Each additional insured endorsement shall state that each additional insured is entitled to the same rights as the named insured in the event of cancellation, including but not limited to prior notice of cancellation.

**1.3.2 Deductible Liability:** Any and all deductibles in the policies described in this Insurance Specification shall be assumed by, for the account of, and be the sole responsibility of Contractor. The amount of any deductible is subject to approval by the Owner.

**1.3.3 Insurance will be primary:** The insurance required to be purchased and maintained by the Contractor under this Insurance Specification shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the Owner, Engineer, and any other insureds. Any insurance, self-

insurance or self-retention maintained by the Owner, Engineer, or any other insureds, shall be in excess of the insurance purchased and maintained by the Contractor under this Insurance Specification, and shall not contribute with it.

- 1.3.4 Coverages:** Include at least the specific coverage's provided in this Insurance Specification.
- 1.3.5 Minimum Limits:** Be written for not less than the limits of liability provided in this Insurance Specification and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
- 1.3.6 Notice of Cancellation:** Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to Contractor. Within three (3) days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
- 1.3.7 Duration:** Remain in effect at least until final payment (and longer if expressly required in this Insurance Specification or the Supplementary Conditions) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
- 1.3.8** Be appropriate for the Work being performed and provide protection to Contractor, Owner, Engineer, and any other additional insured, from claims that may arise out of or result from Contractor's, Sub-contractor's or Supplier's performance of the Work, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- 1.3.9** The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### **1.4 Contractor's Insurance - Property**

- 1.4.1 Builder's Risk:** If required on this project as indicated by a check mark in Section 1.5.7, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in this Insurance Specification, or the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1.4.1.1** Include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors, of any of them, and any other individuals or entities required by this Insurance Specification and/or the Supplementary Conditions to be insured under such builder's risk policy. Each of whom



shall be listed as a named insured (the parties required to be insured shall collectively be referred to as “insureds”).

- 1.4.1.2** Be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by this Insurance Specification and/or the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
- 1.4.1.3** Cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- 1.4.1.4** Cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
- 1.4.1.5** Extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
- 1.4.1.6** Extend to cover damage or loss to insured property while in transit.
- 1.4.1.7** Allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.

- 1.4.1.8** Allow for the waiver of the insurer's subrogation rights, as set forth below.
  - 1.4.1.9** Provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  - 1.4.1.10** Not include a co-insurance clause.
  - 1.4.1.11** Include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  - 1.4.1.12** Include performance/hot testing and start-up.
  - 1.4.1.13** Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer, with 30 days written notice to each other Insured.
- 1.4.2 Notice of Cancellation or Change:** All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this section shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ten (10) days prior written notice has been given to the purchasing policyholder. Within three (3) days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- 1.4.3 Deductibles:** Contractor shall pay for costs not covered because of the application of a policy deductible.
- 1.4.4 Partial Occupancy or Use by Owner:** If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04 of the General Conditions of the Contract, then Owner, through Contractor, will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- 1.4.5 Additional Insurance:** If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this section, it may do so at Contractor's expense.
- 1.4.6 Insurance of Other Property:** If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.
- 1.4.7 Waiver of Rights:** All policies purchased in accordance with this Section 1.4, expressly including the builder's risk policy, shall contain provisions to the effect

that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in this Insurance Specification, or the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

#### **1.4.8 Sub-Contractors Waiver of Rights**

Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in this Insurance Specification or the Supplementary Conditions, as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

#### **1.4.9 Receipt and Application of Property Insurance Proceeds**

Any insured loss under the builder's risk and other policies of insurance required by this section will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by this section shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of the Contract or applicable Laws and Regulations.

If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

**1.5 Minimum limits**

**1.5.1** The minimum limits for the insurance required by this Insurance Specification shall provide coverage for not less than the following amounts or greater where required by Laws or Regulations:

**1.5.2** Owner’s & Contractor’s Protective Liability Policy

<b>1.5.2.1</b>	Each Occurrence	\$1,000,000
<b>1.5.2.2</b>	General – Aggregate	\$2,000,000

**1.5.3** Contractor’s Commercial General Liability Policy

<b>1.5.3.1</b>	General – Aggregate	\$2,000,000
<b>1.5.3.2</b>	Products – Completed Operations Aggregate	\$2,000,000
<b>1.5.3.3</b>	Personal and Advertising Injury	\$1,000,000
<b>1.5.3.4</b>	Each Occurrence	\$1,000,000
<b>1.5.3.5</b>	Fire damage	\$50,000
<b>1.5.3.6</b>	Medical Expense	\$5,000

**1.5.4** Comprehensive Automobile Liability Policy (In accordance with Michigan’s No Fault Statute)

<b>1.5.4.1</b>	Combined Single Limit of	\$1,000,000
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**1.5.5** Worker’s Compensation and Employer’s Liability Policy

<b>1.5.5.1</b>	Michigan	Statutory Limits
<b>1.5.5.2</b>	Employer’s Liability	
<b>1.5.5.2.1</b>	Each accident	\$ 500,000
<b>1.5.5.2.2</b>	Disease – each employee	\$ 500,000
<b>1.5.5.2.3</b>	Disease – policy limit	\$ 500,000
<b>1.5.5.3</b>	Federal, if applicable (e.g. FELA, Longshoreman’s, etc. . . .)	Statutory Limits

**1.5.6** Excess or Umbrella Liability Policy

Unless increased limits are required as checked below, the limits shall be:

<b>1.5.6.1</b>	General Aggregate	\$2,000,000
<b>1.5.6.2</b>	Each Occurrence	\$2,000,000

Owner may select increased limits for this project as checked below; otherwise, the above limits shall apply if neither below option is checked:

Option One                     Check if required

<b>1.5.6.1</b>	General Aggregate	\$5,000,000
<b>1.5.6.2</b>	Each Occurrence	\$5,000,000

Option Two                     Check if required

<b>1.5.6.1</b>	General Aggregate	\$10,000,000
<b>1.5.6.2</b>	Each Occurrence	\$10,000,000

<b>1.5.7</b>	Builder’s Risk “all risk” policy	Full Replacement Cost
	<input type="checkbox"/> Check if required	

*Items to be covered by Builder’s Risk include:*

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<b>1.5.8</b>	Contractor’s Pollution Liability Policy	\$1,000,000
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<b>1.5.9</b>	Railroad Protective Liability	\$
	<input type="checkbox"/> Check if required	\$

**1.5.10** Aviation Liability Insurance

Check if required

<b>1.5.10.1</b>	General – Aggregate	\$2,000,000
<b>1.5.10.2</b>	Products – Completed Operations Aggregate	\$2,000,000
<b>1.5.10.4</b>	Each Occurrence	\$1,000,000

<b>1.5.11</b>	Other insurance	<input type="checkbox"/> Check if required	(List Type)
	\$		



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JF

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER - - -	Phone:	CONTACT NAME:	
	Fax:	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: _____	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED <b>Owner's Name and Address</b> - -	INSURER A: INSURANCE COMPANY		<b>AM BEST FINANCIAL</b>
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
-- - - -	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> Owner's & Contractor's Prot						PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPI/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Contractor's Name and Address	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JF

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER - - -	Phone:	CONTACT NAME:	
	Fax:	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: _____	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED <b>Contractor's Name and Address</b> - -	INSURER A: INSURANCE COMPANY		<b>AM BEST FINANCIAL</b>
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
-	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
-	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
-	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b>
	DEDUCTIBLE RETENTION \$						
-	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
-	<b>Builder's Risk "ALL RISK" PROPERTY</b> <b>POLLUTION LIABILITY</b>						<b>CONTENTS</b> Full Replacement Cost \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Name of Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

Owner's Name and Address -	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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# SUBMITTAL CHECKLIST

**PROJECT: Muskegon 1,000,000 Gallon Nims Radial Arm Rehabilitation**

**CONTRACTOR:** \_\_\_\_\_

**DIXON PROJECT MANAGER:** \_\_\_\_\_

Specification Section	Title	Date Received	Date Reviewed	Accepted	Reviewed with comments	Rejected
<b>Metal Repairs</b>						
05 00 00	PDS and SDS - Welding Rod					
05 00 00	Welder's Certification					
05 00 00	PDS - Roof Hatch Gasket, PDS and SDS - adhesive					
05 00 00	PDS - Overflow Screen					
05 00 00	PDS - Fall Prevention Device					
05 00 00	PDS -Grating					
05 00 00	PDS - Swing Gate					
05 00 00	PDS - Vent Screen					
05 00 00	SDS - Joint Compound for threaded fittings and rigging couplings					
<b>Steel Coating</b>						
09 97 13	OSHA Safety and Health Program					
09 97 13	OSHA Safety certifications for site personnel					
09 97 13	Designated OSHA Competent Person					
09 97 13	Fall Prevention Plan					
09 97 13	Site Specific Fall Prevention Plan					
09 97 13	Certifications for spiders, scaffolding, stages, etc.					
09 97 13	SDS and PDS - Coatings, Thinners, Coating Additives, and Caulking					
09 97 13	SDS and PDS - Cleaners and Degreasers					
09 97 13	SDS and PDS - Chlorine					
<b>Mixing System- Gridbee</b>						
13 32 12	Manufacture Qualification Document					
13 32 12	List of Supplied Equipment					
13 32 12	Manufacturer Product Sheets					
13 32 12	Electric Power Source Requirements					
13 32 12	Warranty Statement					
13 32 12	Operation Manuals					

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**SECTION 00 91 19.01**  
**SCHEDULING FOR RPR SERVICES**

**PART 1 – COMMUNICATION**

**1.01 RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES**

- A. DIXON provides three types of RPR services or any combination of the three:
1. Hold Point Site Visits (sometimes called Critical Phase Visits) where RPR Services are for defined Hold Point, where Work stops until that portion of Work is reviewed on Site by a professional RPR.
  2. Full Time RPR is a professional RPR staying in lodging away from home and living on per diem expenses.
  3. Daily RPR is a professional RPR living at home and traveling to Site on a daily basis.
  4. Based on the type of Project the RPR services may change from Daily or Full Time to Hold Point or from Hold Point to Daily or Full Time.
  5. Intended Beneficiary: The onsite observation services for this Project are for the benefit of the Owner. There are no intended benefits to the Contractor, or any other third parties. Contractor still provides quality control (QC).

**1.02 HOLD POINT OBSERVATIONS AND MEETINGS**

- A. Each Hold Point requires an onsite visit for Observation. Example: If the Contractor coats over, or otherwise makes Work inaccessible for Observation, the Work will be considered failed. Remove Work and recoat or repair in accordance with this specification. At least two (2) new Hold Points, surface preparation and coating, may be created when Work fails after the primer has been applied.
- B. Stop Work and schedule Observation times for the following Hold Points as a minimum. Additional Hold Points may be determined at the Preconstruction Meeting. Each Hold Point requires a Site visit and observation. Schedule of Hold Points – Preliminary:
1. Hold Point Meeting: The Preconstruction Meeting is the initial Hold Point. The Preconstruction Meeting will not be scheduled until five (5) days after all required submittals are received and reviewed by the Engineer and no exceptions are taken to the shop drawings.
  2. Hold Point - Prior to draining tank:
    - a. To ensure all Section of 01 50 00 and 01 53 43 environmental requirements are met.
  3. Hold Points – Section 05 00 00 – Metal Repairs:
    - a. To locate or quantify repairs as necessary.
    - b. To review surface preparation prior to welding and review all products prior to installation.

- c. After welding is complete for quality assurance.
- 4. Hold Points – Sections 09 97 13 – Steel Coating and 09 97 13.10 Steel Coating Surface Preparation:
  - a. Prior to surface preparation to set the standard.
  - b. Prior to primer application to verify cleanliness, profile, thoroughness, and ambient conditions for coating application.
  - c. Prior to application of each successive coat for quality assurance and ambient conditions for the next coat.
  - d. Prior to application of the final coat to verify all non-conformance issues have been resolved.
  - e. Scheduled pre-final Observation: Allow engineer access to all locations so a complete punch list can be prepared. Final coat on ladders or other access points can be delayed until after this Observation and included as a punch list item.
  - f. Scheduled final Observation: After ALL punch list items have been completed (including painting ladders), provide access to all items on the punch list.

**1.03 SCHEDULING FOR RPR SERVICES FOR HOLD POINT OBSERVATIONS**

- A. Prior to First Observation 48 hours advance Notice is required
- B. All Subsequent Hold Points are to be scheduled by 6:00 P.M (Eastern Time) the previous day.
  - 1. Scheduling with a Central Contract Administrator. Names and phone numbers of a Contract Administrator and a Second Contract Administrator will be given to the Contractor during the Preconstruction Meeting.
- C. The Contract Administrator may be contacted by cell phone. If no answer a voice mail may be left with all details of RPR request included, or
- D. The Contract Administrator may be contacted by text to their cell phone.
- E. If the Contract Administrator is not available, DIXON’s Corporate Office may be contacted during regular working hours at 1-800-327-1578.
- F. Scheduling through a Project Manager is not an alternative.
- G. Scheduling through an RPR is not an alternative for Hold Point Observation.

**1.04 SCHEDULING FOR RPR SERVICES FOR FULL TIME OR DAILY OBSERVATIONS**

- A. Productive Work
  - 1. Do not start, continue, or complete any Productive Work if RPR is not present on the Project Site.
  - 2. Productive Work includes, but is not limited to, all elements of abrasive blast cleaning, power washing, high pressure water jetting or high/low pressure water

- cleaning, power tool cleaning, rigging, painting, metal repairs, concrete repairs, punch list items, and clean-up.
3. Preparation, mobilization, containment erection, and other non-productive work does not require observation if completed before the structure is removed from service, nor does demobilization after tank is returned to service.
  4. If containment erection is completed while other productive work progresses, then a RPR is required.
  5. If welding is completed for contracted work (antenna rails, painter's rails, ladders, etc.) during containment erection welding, then contracted work is considered Productive Work and an RPR is to be present. Any spot painting during containment erection is also considered Productive Work.
  6. After the Project has been completed and after all punch list items have been completed, cure time and site clean-up, excluding any waste coating or abrasive issues, are not considered Productive Work.
  7. After the Project has been completed, complaints from Owner or neighbors concerning health, environmental, or damage issues, and any waste coating or waste abrasive issues, are considered Productive Work requiring a RPR even after the structure is returned to service.
  8. Essentially all work completed between the out-of-service date and the Substantial Completion Date, excluding cure and disinfection, is considered Productive Work and requires the presence of a RPR.

#### **1.05 CONTRACTOR'S RESPONSIBILITIES**

- A. The Engineer and Owner are to have full access to the Site at reasonable times for their Observation, testing, and Contractor's personnel and equipment is to be available to the Owner and Engineer/RPR to expedite Observations. Provide Owner, Engineer/RPR proper and safe conditions for such access, including rigging, and advise them of Contractor's site safety procedures and programs so that they may comply as applicable.
- B. Contractor is responsible for all of Contractor's manpower needs and scheduling and work to be completed. RPR is to be available to expedite the Project and complete their services with minimal interference of the Contractor's Work. Successful Project completion is dependent on Contractor's proper scheduling and use of RPR services.
- C. The Contractor is financially responsible for efficient scheduling of RPR services, See Section 00 91 19.02.

#### **1.06 REJECTED DEFECTIVE WORK**

- A. All Productive Work completed without an RPR present is to be considered Defective Work and rejected per the General Conditions. This includes work completed:
  1. Without proper scheduling an RPR
  2. Prior to the scheduled arrival of the RPR

3. When Day has been scheduled as a No Workday
4. When RPR is delayed, and Contract Administrator has not been notified.

#### **1.07 NON-CONFORMANCE REPORTS (NCR)**

- A. The RPR will issue a Non-Conformance Report for every performance item, material, or equipment supplied, and/or environmental situation that fails to meet the requirements of the specifications.
- B. All Work in non-conformance will be considered Defective Work to be replaced, repaired per terms of the General Conditions.
- C. Do not start Work until all required equipment and RPR are on-site.
- D. Immediately correct all environmental non-conformance to prevent an accident. If an incident has already occurred, contact the proper governmental environmental agency, and conduct an immediate clean-up per their direction.
- E. If the Nonconformance Report is issued because of equipment specified but not delivered, repaired, or replaced then the financial Set-off will be 140% \* of the rental value of equipment in non-conformance (i.e., non-working decontamination trailer, hand wash facilities, are filtration units, etc.).
- F. If the Nonconformance Report issued is because of noncompliance with environmental equipment or practices, the Set-off will be 140%\* of the estimated cost of compliance.  
\*The costs of items E and F above are damage estimates. The cost of equipment will be the rental charge from a reputable local dealer with 40% extra being for operation cost. Cost of environmental compliance is the estimated cost of compliance. The extra 40% is potential risk to the Owner for non-conformance. In no situation will the Owner assume liability.
- G. All additional Engineering/RPR expenses incurred because of a Non-Conformance Report is subject to Set-off by Owner.

## **SECTION 00 91 19 .02**

### **CONTRACTOR'S FINANCIAL RESPONSIBILITY FOR RPR**

#### **PART 1 - PROGRESS SCHEDULE and RPR SCHEDULE**

##### **1.01 GENERAL**

- A. The Contractor is financially responsible for the proper and efficient use of RPR services.

##### **1.02 HOLD POINTS AND RPR SERVICES**

- A. Fees for Hold Point RPR Services are contracted with the Owner at a Unit Price and are calculated to include the following: travel time to and from Site, reimbursable expenses, observation and report time. Time required for Contractor to repair or redo small areas that failed Observation, are not included in the unit price. Failure may be minimal compared to all Work observed, but failed Work still must be observed before proceeding. For minor failures that can be quickly repaired, the Contractor may entirely at their option:
  - 1. Accept a Non-Conformance for failed Observation.
  - 2. Request the RPR wait for a reasonable period while repairs are completed.
  - 3. Proceed with the next phase for all areas which have not failed, and “work around” failed areas. The failed areas would then be observed at the next Hold Point.
- B. The Fee for extended onsite time, or a new Hold Point is the responsibility of the Contractor.

##### **1.03.1 FULL TIME OR DAILY RPR SERVICES**

- A. It is the intention of the Owner, that the RPR fees be used to observe Productive Work. Productive Work is defined in previous Section 00 91 19 .01 Scheduling for RPR Services, with examples. The Owner will pay for all RPR service fees generated observing Productive Work that meets specification requirements. Normally this will be the first time for most observations.
- B. The Contractor will pay all RPR and/or Engineer fees generated by failed Observations of Productive Work.
- C. The availability of RPR and RPR's ability to timely perform the required Services are dependent on Contractor's communication. RPR is to be available to meet the Progress Schedule demands and complete RPR services with minimal interference of the Contractor's Work, if Contractor properly scheduled RPR Services.

##### **1.03.2 FULL TIME OR DAILY RPR SERVICES**

- A. Contractor Pays for RPR or Engineering Services resulting from:
  - 1. Productive Work on a Holiday

2. Failed or Improper Scheduling,
3. Failure to Request Observation per Section 00 91 19 .01,
4. Less than 8 hours per day or On-call Time as a result of:
  - a. Premature Request for RPR Services,
  - b. No show or late start,
  - c. Rejection of Work and/or Non-Conformance reports,
  - d. Equipment failure, insufficient manpower, materials, or equipment
  - e. Weather reasons per 1.04.B.03

### **1.03 RPR FEE CALCULATIONS FOR FAILED OBSERVATIONS**

- A. The basis for Fees assessed to Contractor is based on the Owner/DIXON contract. Fees will be calculated in the same manner as in the Owner/Engineer Agreement, i.e., if the RPR is working at an overtime rate for Owner, then fee for unproductive services will be documented at the same rate.
  1. Hold Point for Welding or Coating Observation, or extra Progress Meetings
    - a. The same Unit Price Fee as would be charged to Owner for each respective Observation or meeting. Note the fee will be determined by the Contract and may vary between types of Hold Point services.
    - b. Extended time at site charged at Regular Rate (See definition below)
  2. Daily Observation is to be the same fee as charged to Owner from the Owner/DIXON contract.
    - a. Minimum workday is 8 hours plus travel time
    - b. reimbursable mileage
  3. Full-time Observation Fee is to be the same as charged to Owner for the same Service.
    - a. Minimum workday is 8 hours
    - b. Minimum work week is 40 hours
    - c. Reimbursable expenses/ Per Diem
  4. Fees common to Full Time, Daily and Hold Points with extended stays, and On-call Time
    - a. Regular Pay for RPR is charged at the rate matching the RPR's experience and qualifications.
    - b. Overtime Rate is 1.5 times Regular Rate
      - 1) For all time worked on the actual holiday
      - 2) Weekend work by RPR
      - 3) For time over 40 hours. (The standard work week for overtime (over 40) begins on Monday as Sunday is already paid at overtime rate.)
- B. Fees of misused or unnecessary Engineer/RPR Services will be documented and submitted to the Owner for Set-off.



- C. The right to Set-off is a contracted right of Owner per the General Conditions, or Additions to General Conditions, and the right to enforce those rights are at the Owner's discretion.

#### **1.04 ON-CALL TIME**

- A. RPR's are professional personnel that get paid a minimum of 8 hours per day even though the Contractor's operations or methods results in less than an 8-hour day.
- B. If the Contractor has scheduled a Workday, and if RPR is not free to spend the day at RPR's discretion or to be reassigned; then the RPR will be considered On-call.
  - 1. The RPR will be considered, if scheduled, On-call every morning and day unless work is cancelled per Section 00 19 91.01.
  - 2. For Daily observation the On-call time will not exceed 8 hours, any travel time should occur within those 8 hours.
    - a. Late Starts - Agreed start time will be scheduled with the Contract Administrator at the Preconstruction Meeting.
    - b. The RPR's On-call time starts at the agreed start time, if RPR is on Site and available to Work, and On-call time continues until Work starts.
  - 3. For weather reasons
    - a. 8 hours if adverse weather conditions were clearly forecast
    - b. Two hours plus time worked up to 8 hours or actual time worked if greater, if forecast was less than 20% weather meeting definition of a weather day (day where work could not be performed due to weather).
  - 4. For reasons other than weather, eight (8) hours will be considered the minimum On-call Time. This includes, but is not limited to, equipment failure, insufficient materials, damaged containment, etc.
- C. The actual charged On-call time will be eight (8) hours, minus the number of hours actually worked.
- D. Overtime, Weekend, Holiday pay requirements apply to all On-call time pay. On-call hours will count towards forty (40) hour week triggering overtime at forty (40) hours.
- E. If Work is cancelled per requirements in Section 00 19 91.01 (by prior night) in advance and RPR is notified in advance, there is no On-call time.
- F. If Contractor schedules days off per Scheduling requirements, the inspector will return to his/her home base and there will be no show time charges. Based on the Contract the RPR may be entitled to Mobilization or Demobilization.

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## **GENERAL REQUIREMENTS**

### **DIVISION 1**

#### **TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>
01 10 00	Summary of Work
01 31 19	Project Meetings
01 33 00	Submittals
01 50 00	Temporary Construction Facilities & Utilities
01 53 43	Protection of Environment
01 60 00	Materials and Equipment

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## **PART 1 - GENERAL**

### 1.01 GENERAL

- A. Related Sections: Some Sections of the Specifications (Divisions 1 through 46) may include a paragraph titled "Related Sections." This paragraph is an aid to the Project Manual user and is not intended to include all Sections that may be related. It is the Contractor's obligation to coordinate all Sections whether indicated under "Related Sections" or not.
- B. The Contractor is to abide by the following schedule:
- The tank may be out-of-service for a maximum of 35 days.

### 1.02 SUMMARY OF WORK

- A. The work covered by the Contract Documents consists of improvement to the **Nims Elevated Storage Tank**, located on Nims Street in Muskegon, Michigan. Included in this work is furnishing all supervision, labor, materials, equipment, activities and related costs necessary for completing the improvements. The project scope of work is as follows:

Tank Information:

The structure is a 1,000,000-gallon radial arm elevated water storage tank with an estimated low-water level of 100 ft. located on Nims St. in Muskegon, Michigan.

The work includes:

Exterior: High pressure water clean (5,000 to 10,000 psi) and spot power tool clean to a SSPC-SP11 standard. Apply a three (3) coat epoxy urethane system.

Foundation: Water clean and apply a two (2) coat epoxy system.

Mixer: Install a mechanical mixer.

Repairs:

- 1) Install a gasket on the wet interior roof hatch.
- 2) Install deflector bars on the fill/draw pipe.
- 3) Install a flap gate on the overflow discharge.
- 4) Install a roof/sidewall platform.
- 5) Balcony drain holes.
- 6) Install a swing gate at the step-off platform opening.
- 7) Replace roof vent with a pressure vacuum vent.
- 8) Install bowl rigging couplings.

Also included is all associated mechanical, electrical, controls, site, and restoration work.

- B. The Contractor shall visit the site of the work and shall completely inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect execution and completion of the work and its cost. Such considerations shall include the arrangement and condition of the existing structures and facilities, the availability and cost of labor and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Contractor's proposal. There will be no subsequent financial adjustment for lack of such prior information.
- C. The Contractor shall guarantee all equipment and work for one year from the date of substantial completion.

- D. Due to supply chain issues, the Owner reserves the right to require the Contractor to have all of the required coating for the project delivered to the site or to the Owner's storage facility prior to the tank being taken out-of-service and prior to the commencement of the project.

### 1.03 DEFINITIONS FOR TECHNICAL SPECIFICATIONS

- A. Contractor: Successful bidder awarded project.
- B. Owner: City of Muskegon.
- C. Engineer: Prein&Newhof
- D. Wet Interior: Internal surfaces, excluding inaccessible areas, to the roof, shell, bottom, accessories, and appurtenances that are exposed to the stored water or its vapor. Examples are the interior of the roof, sidewall, bowl and riser.
- E. Exterior: External surfaces, excluding inaccessible areas, of the roof, sidewall, riser, legs, accessories, and appurtenances that are exposed to the elemental atmosphere.
- F. Inaccessible Areas: Areas of the finished structure that, by virtue of the configuration of the completed structure, cannot be accessed to perform surface preparation or coating application (with or without the use of scaffolding, rigging, or staging). Inaccessible areas include such areas as the contact surfaces of roof plate lap joints, underside of roof plates where they cross supporting members, top surface of rafters directly supporting roof plates, contact surfaces of bolted connections, underside of column baseplates, contact surfaces of mating parts not intended to be removed or disassembled during routine operation or maintenance of the structure and inside of risers less than a nominal 36 in. diameter.
- G. Sidewall: Vertical walls to the weld seam of the roof.
- H. Roof: Very top of the structure, including top seam of sidewall.
- I. Bottom: Lower area of the tank proper shaped like a bowl or torus.
- J. Riser: Center support.
- K. Tower Structure: Multi-legged system used to support the elevated tank consisting of legs, struts, rods, connections, anchors, etc.
- L. Balcony: Walk platform around the tank. Railing and kick plate is considered part of the balcony.

### 1.04 STANDARD SPECIFICATIONS

Where a standard construction method or contract procedure is not specifically covered by the Contract Documents or shown on the plan, the most recent edition of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction shall apply. Specific references made in these documents will be abbreviated as follows: MDOT 000.00.

### 1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow Owner access to and operation of all existing storage tank facilities.

The Contractor shall not encumber the site with material and equipment that would interfere with operation.

The tank site is located in a residential neighborhood. Contractor shall abide by all City of Muskegon noise ordinances and shall minimize all noise during all portions of work.

Contractor shall be fully responsible for complete containment of all dust and debris created during the work.

- B. Access to Site
1. During construction, all roadways, streets and alleys may not be obstructed unless special permission is received from Owner.
- C. Construction Operations: Limited to areas noted on Drawings. Limits of construction shall be confined to property owned by the Owner. Contractor shall coordinate access, site utilization, and work area limits with the Owner.
- D. Time Restrictions for Performing Work: Work shall be performed during normal business hours. No night or weekend or Holiday work allowed unless permission is received from the Owner.
- E. Utility Outages and Shutdowns: Any utility outages required shall be approved in advance by the Owner. Temporary utilities shall be provided by the Contractor to ensure the full functionality of the facility during temporary outages.
- F. The Owner desires to limit tree removals on site during construction of the improvements. Only trees specifically marked "Remove" on the Drawings shall be removed unless specifically authorized by the Owner.
- G. Use of Site for Storage and Field Office: Space for storage and field office for the Contractor is the Contractor's responsibility. Any structures or facilities needed for storage or field office shall be constructed by the Contractor at Contractor's own expense and no separate payment will be made therefor. The Contractor shall not unreasonably encumber the site with materials and equipment and shall obtain and pay for use of additional storage or work areas needed for operations. The Contractor shall not load structure with weight that will endanger the structure. The Contractor shall move any stored products which interfere with operations of the Owner or other Contractors.

All security requirements for such facilities shall be provided and maintained by the Contractor. The Contractor shall remove any temporary facilities and all surplus materials when there is no further need of them. Each Subcontractor shall be held responsible to the General Contractor for all damages to existing site facilities disturbed through the performance of his work, or in the delivery of materials or equipment for his use, and shall pay all costs in connection with repairing of same. The General Contractor shall be held responsible that all damage be repaired.

- H. During performance of the work, the Contractor shall, at all times, keep the site or sites of the work and adjacent premises as free from material, debris and rubbish as is practical and shall remove it from any portion of the sites, if in the opinion of the Engineer, such material, debris or rubbish constitutes a nuisance or is objectionable.

At the conclusion of the work, all erection plant tools, temporary structures and materials belonging to the Contractor shall be promptly removed from the construction site and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new-appearing condition.

Areas of work shall be clean and dust free prior to beginning operation of new equipment.

1.06 WORK SEQUENCE AND COORDINATION

- A. The Contractor shall maintain the Owner's ability to operate its water distribution system at all times during the construction process. Contractor shall provide all temporary pumping, power, etc necessary as a result of work by the Contractor.
- B. The Contractor shall be responsible for sequencing construction operations in an efficient manner and to minimize the length of service interruptions. Contractors shall coordinate and cooperate with each other such that the necessary work items and dates can be met.
- C. The Contractor shall coordinate construction with the local residents and businesses in the area.
- D. The Contractor may submit a written proposal for changing elements of the sequence of events. Any changes to the sequence of events shall be reviewed and approved by the Owner and Engineer in writing prior to initiation of such by the Contractor.

1.07 PROGRESS SCHEDULE

To enable the work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall submit to the Engineer a proposed progress schedule within 20 days after the signing of the Contract. This schedule shall indicate the construction starting date and completion date for each of the various operations to be performed under this Contract. This schedule shall be in the form of a bar chart or of a network diagram showing, in a visual and logical manner, the various work functions or activities necessary to complete the work under this Contract, and the critical relationships between these activities. Activities conducted to insure operational status of the distribution system shall be outlined. Required interruption of service to complete activities under this contract shall be addressed in a manner that includes scope of work, preparation tasks prior to service interruption that will minimize down time, estimate of duration of service interruption, and activities that will be requested of the Owner. The Engineer and the Owner will review the proposed progress schedule to determine conformity to the Contract Documents. If such conformity is demonstrated, the Engineer will accept the proposed schedule.

During the course of the Contract, the Contractor shall submit to the Engineer every 60 days a revised progress schedule indicating any anticipated change from the original progress schedule. The revised schedule shall include provisions for performing work authorized under approved Change Orders. If the Engineer determines that the modifications in the revised progress schedule are reasonable and that they conform to the Contract Documents, the Engineer will accept the revised schedule.

If the Contractor fails to adhere to the approved progress schedule as revised, he shall promptly adopt such other or additional means and methods of construction as will make up for the time lost, and will assure completion in accordance with such schedule.

Once construction has commenced it shall continue through to completion without interruption.

1.08 PERMITS

- A. General: The Contractor shall obtain all permits necessary for construction of this project not obtained by the Owner. The Contractor shall pay for any charges or bonds required by agencies for permits, inspections or similar charges to construct this project as shown on the Drawings.
- B. Soil Erosion and Sedimentation Control - The Contractor shall submit application and payment and obtain a Soil Erosion and Sedimentation Control permit. Contractor shall meet all requirements of the permit and abide by all applicable rules and regulations as established by the State of Michigan and the local regulating agency in conjunction with Soil Erosion and Sedimentation Control Act (Act 347 P.A. of 1972) as amended. Copies of the state guidelines "Better Environment through Soil Erosion and Sedimentation Control" may be obtained from the local regulating agency.



- C. The Owner will obtain an Act 399 Water Supply System Permit from the Michigan Department of Environment, Great Lakes, and Energy. Contractor shall abide by all relevant requirements of this permit, which will be provided when received.

#### 1.09 BIDDERS RESPONSIBILITY ON UNDERGROUND CONDITIONS

The Bidder will be responsible for making his own sub-surface soil investigations and shall make his own determinations therefrom.

#### 1.10 PROTECTION OF EXISTING UTILITIES

- A. The Contractor must comply with Act 174 of 2013, as amended, MCL 460.721 et seq., and all other Laws concerning Underground Utilities. Before performing site Work, all Underground Utilities, lines and cables both public and private must be located and marked. The Contractor shall notify MISS DIG to locate and mark utilities. The Contractor shall be responsible for locating and marking all utilities not otherwise located through the MISS DIG system including private utilities.
- B. The Contractor shall notify the utility companies of his schedule and obtain any necessary permits from them.
- C. The Contractor shall pay for any charges by the utility companies for permits, inspections, or similar charges required to construct the project as shown on the Drawings.
- D. In addition, the Contractor shall immediately notify the Owner of any contact with or damage to Utilities. Contractor shall be solely responsible for the safety, protection of, and repairing any damage done to any Work, surface and subsurface structures and utilities at no additional cost.

#### 1.11 PROTECTION OF NATURAL RESOURCES

- A. The Contractor shall take all necessary steps to prevent damage to fish and game habitat and to preserve the natural resources of the State. Construction shall be carried out so as to minimize discharge of damaging material into any stream, lake, or reservoir.
- B. The Contractor shall exercise caution in the discharge of waters from pumps, deep wells, or well point systems, in order that such discharges do not cause erosion, siltation, soil depositions, etc., in sewers, streams or other water courses or drainage structures.
- C. The Contractor shall not permit any sand or debris of any kind to enter the existing ditches, streams, storm sewers or culverts.
- D. The rules and regulations of all work shall comply with Part 31 (Water Resources Protection), Part 301 (Inland Lakes and Streams Act), Part 91 (Soil Erosion), and Part 303 (Wetland Protection) of P.A. No. 451(Natural Resources and Environmental Protections Act of 1994).

#### 1.12 PROTECTION OF ADJACENT STRUCTURES AND LANDSCAPING

The Contractor shall be entirely responsible for all damage to water pipes, electric conduits or cables, drains, sewers, gas mains, poles, telephone and telegraph lines, railroad bridges and tracks, streets, pavements, sidewalks, curbs, fences, street and highway bridges and culverts, building foundations, retaining walls or other structures of any kind met with during the progress of the work, and shall be liable for damages to public or private property resulting therefrom.

The cost of protection, replacement in their original positions and conditions or payment for damages thereto of pipe lines and structures affected by the work and the removal, relocation and rebuilding of pipe lines and structures called for on the Drawings or specified shall be deemed included in the contract lump sum. No additional payment will be made therefor.

The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the Owner and utility owners thereof to that end.

All trees and shrubs, except those shown to be removed, shall be adequately protected by the Contractor with boxes or otherwise. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor. Trees larger than 3 inch caliper shall be replaced with 2-1/2 inch to 3 inch caliper hardwood trees of species approved by the Engineer.

Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.

Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the start of work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Engineer. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or Items, or if no specific Item is provided therefor, as part of the overhead cost of the work, and no additional payment will be made therefore.

1.13 WARRANTY

The Contractor shall warranty and guarantee all equipment and work for a minimum of one year from the dates of substantial completion. Greater warranty duration may be required by the project specifications for specific equipment and/or work.

1.14 SAFETY

The Contractor is solely responsible for safety in accordance with the General Conditions.

**PART 2 - PRODUCTS**

\*\*\* Not Used \*\*\*

**PART 3 - EXECUTION**

\*\*\* Not Used \*\*\*

END OF SECTION

**PART 1 - GENERAL**

- 1.01 GENERAL: Project meetings for coordination of Contractor activity with the operation of the water distribution system will be held as detailed in this section with additional meetings as requested by the Owner or Engineer, as dependent on the staging requirements for specific portions of the project. Meetings will be held at a location chosen by the Owner.
- 1.02 PRE-CONSTRUCTION MEETING
- A. Schedule: Meeting shall be prior to the start of work at a time and place designated by the Engineer. Contractor shall be required to attend with major Subcontractors.
- 1.03 PROGRESS MEETINGS
- A. Schedule: Meetings will be scheduled at a time and place designated by the Engineer. Contractor shall attend all progress meeting and shall have Subcontractors attend as relevant to the current status of the project.

**PART 2 - PRODUCTS**

\*\*\* Not Applicable \*\*\*

**PART 3 - EXECUTION**

\*\*\* Not Applicable \*\*\*

END OF SECTION

[Intentionally left blank]

## **PART 1 - GENERAL**

### 1.01 SECTION INCLUDES

- A. Data to be furnished by the Contractor.

### 1.02 CONSTRUCTION PROGRESS SCHEDULE

- A. See requirements for Contractor submission of a construction progress schedule in Section 01 10 00 – “Summary of Work.”

### 1.03 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. General: Where required by the Specifications, the Contractor shall submit descriptive information which will enable the Engineer to advise the Owner whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the Drawings and Specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the Specifications. Shop drawings shall be in accordance with the General Conditions and Supplementary Conditions and the requirements outlined herein.
- B. Submittal Content and Format: Submittals shall be numbered consecutively and distinctly present the following:
  - 1. All working and erection dimensions.
  - 2. Arrangements and sectional views.
  - 3. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
  - 4. Electrical wiring connections between all equipment furnished under the Contract, including all internal wiring between internal components of equipment and controls.
  - 5. Kinds of materials and finishes.
  - 6. Parts lists and description thereof.
  - 7. Drawings for mechanical and electrical equipment shall present, where applicable, such data as dimensions, weight, and performance characteristics. These data shall show conformance with the performance characteristics and other criteria incorporated in the Contract Documents.
- C. Contractor Responsibility
  - 1. Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that the material and equipment described in each submittal conform to the requirements of the Specifications and Drawings. If the information shows deviations from the Specifications or Drawings, the Contractor shall insure that there is no conflict with other submittals and notify the Engineer in each case where submittal may affect the work of another Contractor or the Owner. The Contractor shall insure coordination of submittals among the related crafts and Subcontractors.
  - 2. The Contractor shall be responsible to check and verify all field measurements, all dimensions on shop and setting drawings and all schedules required for the work of all the various trades.
  - 3. The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer or with the Owner with regard to a submittal. These dealings shall be limited to contract interpretations.

4. The Contractor shall stamp each submittal with stamp, initialed and signed, certifying to review of the submittal by the Contractor, verification of field measurements and compliance with Contract Documents.
- D. Transmittal Procedure
1. Submittals shall be submitted promptly in accordance with dates in proposals, approved schedules and in such sequence that there is no delay in the Work or the work of any other Contractor. Submittals may be submitted by mail or electronically per the requirements listed below.
  2. Submittals regarding material and equipment shall be accompanied by clear identification of the equipment and any variations from these Specifications.
  3. A unique number, sequentially arranged, shall be noted on the transmittal form accompanying each item's submittal. Original submittal numbers shall have the following format "XXX-Y"; where "XXX" is the originally assigned submittal number, and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd and 3rd resubmittals, respectively. Submittal 025-B, for example, is the second resubmittal of submittal 25.
- E. Electronic Transmittal Procedure – Submittals shall be submitted electronically via the Prein&Newhof Plan Room in accordance with the above “Transmittal Procedure” requirements as well as the following requirements and procedures.
1. Contractor shall be given a Login ID and Password to the Prein&Newhof Plan room. The website for the Prein&Newhof Plan Room is <http://www.preinnewhof.com/plan-room/>.
  2. Upon logging into the website, the Contractor will have access to a project folder labeled with the name of the Owner and Project. This folder will only be accessible to the Contractor, the Owner, and the Engineer.
  3. Login and password will not be provided to Subcontractors. If the Contractor provides their login information to their Subcontractors, the Contractor assumes responsibility for the Subcontractor’s actions.
  4. The Contractor may request automatic notifications by email of an “Upload” of both submitted and reviewed documents.
  5. Within the “Project Folder” there will be a “To Be Reviewed” folder and a “Reviewed” Folder. Contractor shall upload submittals in PDF format to the “To Be Reviewed” subfolder. The time and date of the upload will be logged and automatic email notifications will be sent.
  6. All submittals shall be prepared in accordance with this Section 01 33 00 of the specifications. Electronic submittals shall have the following naming format:  

Submittal Number – Specification Section – Description.pdf

For example –001-033000-Concrete Mix Design.pdf

A letter shall be added after the submittal number for resubmittals. For example, 001B-033000-Concrete Mix Design.pdf would be the second resubmission.
  7. Within 15 days, reviewed submittals will be posted in the “Reviewed” folder. Automatic email notifications of the upload will be sent.
  8. The Engineer will update the “Shop Drawing Status Log” and post it in the Project Folder as submittals are received, where it will be accessible by the Owner, Contractor, and Engineer.
  9. Contractor shall submit any submittal requiring an Engineer’s seal as a hard copy. In addition, all submittals with an original size greater than 11 inches by 17 inches shall be submitted as a hard copy. All hard copy submittals shall also be submitted electronically.
- F. Deviation from Contract: If the Contractor proposes to provide material or equipment which does not conform to the Specifications and Drawings, he shall indicate so under "deviations" on the

transmittal form accompanying the submittal copies. Contractor shall prepare reason for a change, including cost differential, and request a change order to cover the deviations.

- G. Submittal Completeness: Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review. Submittals which do not clearly identify specified product and relevant data, and submittals containing non-project specific data, will be rejected.
- H. Review Procedure
1. When the contract documents require a submittal, the Contractor shall submit five (5) copies of all submittal data (or one (1) electronic copy if submitting electronically), of which two (2) copies will be retained by the Engineer. For samples this number may vary. For samples, submit the number stated in each Specifications Section.
  2. If the review indicates that the material, equipment or work method is in general conformance with the design concept and complies with the Drawings and Specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
  3. If the review indicates limited corrections are required, submitted copies will be marked "FURNISH AS CORRECTED". The Contractor may begin implementing the work method by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in Operation and Maintenance data, a corrected copy shall be provided.
  4. If the review reveals that the submittal is insufficient or contains incorrect data, submitted copies will be marked "REVISE AND RESUBMIT". Except at its own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED".
  5. If the review indicates that the material, equipment or work method is not in general conformance with the Drawings and Specifications, copies of the submittal will be marked "REJECTED". Submittals with deviations which have not been identified clearly may be rejected. Except at its own risk the Contractor shall not undertake the work covered by such submittals until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED".
  6. If the review indicates that the material or equipment is not from an acceptable manufacturer, as indicated in the Specifications, copies of the submittal will be marked "REJECTED". Except at its own risk, the Contractor shall not undertake the work covered by such submittals until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED".
  7. If the review indicates "ACKNOWLEDGED RECEIPT", the submittal under review has been appropriately noted and filed. No further action is required for a submittal so noted.
  8. If the review indicates "ON HOLD", the submittal is being held in the office of the Engineer pending the submittal of additional information, etc. so that the review can be completed. No further action on the submittal shall be taken until the information needed has been received and the submittal is returned marked either "NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED".
- I. Effect of Review of Contractor's Submittal
1. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges. Recovery of the administrative and review costs will be discussed prior to completing review of all resubmittals as the project progresses.

2. Review of Drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liabilities by the Engineer or the Owner, or by an officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.
3. Review of Drawings also shall not relieve the Contractor of responsibility for the proper fitting and construction of the work nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings.
4. A mark of "NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED" shall mean that the Owner has no objection to the Contractor, upon its own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

#### 1.04 LIST OF SHOP DRAWING SUBMITTALS

##### A. Requirements

1. Within two (2) weeks after Notice of Award, the Contractor shall submit for review by the Engineer an anticipated list of shop drawing submittals and submittal dates. If more than one shop drawing submittal is anticipated for a specification section, the Contractor shall identify what will be included in each submittal.

#### 1.05 OPERATION AND MAINTENANCE DATA

##### A. Requirements

1. Compile product data for all equipment and associated controls systems furnished and installed under this Contract. Provide all necessary information for Owner's operation and maintenance of products furnished.
2. Prepare data in the form of an instructional manual for use by Owner's personnel. Prepare three (3) copies or complete sets compiled, bound in hard stock, and indexed.
3. A USB drive shall be provided of the entire manual in electronic, PDF, format. The electronic PDF shall include suitable bookmarks by section for ease of navigation.
4. The manuals shall include detailed operation and maintenance instructions for all equipment, the name and phone number of the manufacturer, and a complete parts list.
5. Submittal of operation and maintenance manuals shall be prior to final payment request.
6. Each hard copy of the manual shall be prepared and arranged as follows:
  - a. One hard copy of all approved shop drawings and diagrams for all equipment furnished. If the Contractor originally submitted the shop drawings electronically, a hard copy of each shall be printed and provided by the Contractor in each O&M manual. All sheets larger than 8-1/2 by 11 inches shall be folded to 8-1/2 by 11 inches.
  - b. One copy of each manufacturer's operation, lubrication, maintenance instructions and spare parts list for all equipment and controls furnished. All equipment operating, lubrication and maintenance instructions and procedures and parts lists shall be furnished on 8-1/2 by 11 inch commercially printed typed forms. Such forms shall include equipment name, serial number and other identifying references.
  - c. One valve schedule, giving the valve number, location, fluid and fluid destination for each valve installed, prepared on 8-1/2 by 11 inch printed or typed forms as specified. All valves in the same piping system shall be grouped together in the schedule. A sample of the valve numbering system to be used will be furnished by the Engineer.
  - d. List of electrical relay settings and control and alarm contact settings.
  - e. Electrical interconnection wiring diagram for equipment furnished including all control and lighting systems.



- f. Each copy of the manual shall be assembled in one or more binders, each with title page, typed table of contents, and heavy section dividers with copper reinforced holes and numbered plastic index tabs. Each manual shall be divided into sections paralleling the Special Specifications equipment specifications. Binders shall be 3-ring, hard-back type. All data shall be punched for binding and composition and printing shall be arranged so that punching does not obliterate any data. The cover and binding edge of each manual shall have the project title and manual title printed thereon, all as approved by Engineer.
  - g. Where more than one binder is required they shall be labeled Vol. 1, Vol. 2, and so on. The table of contents for the entire set, identified by volume number, shall appear in each binder.
7. When the work reaches 80 percent completion, the Contractor shall submit to the Engineer one (1) electronic copy of the Operation and Maintenance Manual with all specified material that is available at that time. The submittal shall accompany the Contractor's partial payment request for the specified completion. Manual shall be complete prior to request for final payment.
  8. The costs of the Operation and Maintenance Manual shall be included in the Contract Price and no separate payment will be made therefor.

#### 1.06 RECORD DOCUMENTS

##### A. Requirements

1. The Contractor shall maintain on the construction site a minimum of one (1) complete set of contract documents amended by "RED LINE" or highlight inclusion to reflect the most immediate status methods, materials, and locations and routings of construction. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
2. At conclusion of work, the Contractor shall submit to the (Engineer) one (1) complete amended record set of these site documents.
3. Submittal shall be prior to final payment.
4. Failure of the Contractor to maintain an up-to-date set of Record Drawings on the project site shall be reason to withhold payments.

#### **PART 2 - PRODUCTS**

\*\*\* Not Used \*\*\*

#### **PART 3 - EXECUTION**

\*\*\* Not Used \*\*\*

END OF SECTION

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## **SECTION 01 50 00**

### **TEMPORARY CONSTRUCTION FACILITIES and UTILITIES**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. The Contractor is fully responsible to provide and maintain temporary facilities and utilities required for construction as described herein, and to remove the same upon completion of work.

##### **1.02 QUALITY ASSURANCE**

- A. Regulatory Requirements:
  - 1. National Fire Protection Association (NFPA): NFPA No.70-93
  - 2. National Electrical Code (NEC) and local amendments thereto.
  - 3. Comply with all federal, state, and local codes and regulations, and utility company requirements.

#### **PART 2 - PRODUCTS**

##### **2.01 TEMPORARY ELECTRICITY and LIGHTING**

- A. Supply temporary lighting sufficient to enable Contractor to safely access all work areas.
- B. Electrical requirements more than the capacity of existing electrical service is to be responsibility of Contractor.
- C. Provide, maintain, and remove temporary electric service facilities.
- D. Facilities exposed to weather is to be weatherproof-type and electrical equipment enclosure locked to prevent access by unauthorized personnel.
- E. Contractor is to pay for and arrange for the installation of temporary services.
- F. Patch affected surfaces and structures after temporary services have been removed.
- G. Provide explosion proof lamps, wiring, switches, sockets, and similar equipment required for temporary lighting and small power tools.

##### **2.02 WATER for CONSTRUCTION**

- A. Owner will provide water required for cleaning and other purposes.
- B. Water use is not to exceed usage that might endanger the Owner's water system's integrity.

##### **2.03 SANITARY FACILITIES**

- A. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use by Contractor's employees.

- B. Maintain in sanitary condition and properly supply with toilet paper.
- C. Remove from site before final acceptance of work.

#### **2.04 TEMPORARY FIRE PROTECTION**

- A. Provide and maintain in working order a minimum of two fire extinguishers and such other fire protective equipment and devices as would be reasonably effective in extinguishing fires.

#### **2.05 DAMAGE to EXISTING PROPERTY**

- A. Contractor is responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, and other existing assets.
- B. Owner has the option of contracting for such work and having cost deducted from contract amount if the Contractor is not qualified to complete repairs or fails to act in a timely manner.

#### **2.06 SECURITY**

- A. Security is not provided by Owner.
- B. Contractor is to be responsible for loss or injury to persons or property where work is involved and is to provide security and take precautionary measures to protect Contractor's and Owner's interests.

#### **2.07 TEMPORARY PARKING**

- A. Parking for equipment and Contractor employees are to be designated and approved by Owner.
- B. Make parking arrangements for employees' vehicles.
- C. Any costs involved in obtaining parking area is to be borne by Contractor.

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. Maintain and operate systems to ensure continuous service.
- B. Modify and extend systems as work progress requires.

#### **3.02 REMOVAL**

- A. Completely remove temporary materials and equipment when no longer required.
- B. Clean and repair damage caused by temporary installation or use of temporary facilities.
- C. Restore existing or permanent facilities used for temporary service to specified or original condition.

### **3.03 BARRIERS and ENCLOSURES**

- A. The Contractor is to furnish, install, and maintain as long as necessary, required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers, and the public. The Contractor is to hold the Owner harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the Contract.

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**SECTION 01 53 43**  
**PROTECTION of ENVIRONMENT**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Contractor in executing work is to maintain work areas, on-and-off site in accordance with federal, state, or local regulations.
- B. The Contractor is responsible for any, and all clean-up of any hazardous waste that may be necessary, including all applicable costs for clean-up and disposal.

**1.02 LAWS and REGULATIONS**

- A. Environmental regulations may be met with different available technologies. It is the Contractor's sole responsibility to comply with these and all applicable environmental regulations.
- B. If a release occurs work will stop until corrective actions are complete as determined by the appropriate regulatory agency.

**1.03 PROTECTION of SEWERS**

- A. Take adequate measures to prevent impairment of operation of existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering sewer or sewer structure.

**1.04 PROTECTION of WATERWAYS**

- A. Observe rules and regulations of local and state agencies, and agencies of U.S. government prohibiting pollution of any lake, stream, river, or wetland by dumping of refuse, rubbish, dredge material, or debris therein.
- B. Provide containment that will divert flows, including storm flows and flows created by construction activity, to prevent loss of residues and excessive silting of waterways or flooding damage to property.
- C. Comply with procedures outlined in U.S. EPA manuals entitled "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from all Construction Activity," Manual EPA 43019-73-007.

**1.05 DISPOSAL of EXCESS EXCAVATED and OTHER WASTE MATERIALS**

- A. Dispose of waste material in accordance with federal and state codes, and local zoning ordinances.

- B. Unacceptable disposal sites include, but are not limited to, sites within wetland or critical habitat, and sites where disposal will have detrimental effect on surface water or groundwater quality.
- C. Make arrangements for disposal, subject to submission of proof to Engineer that Owner(s) of proposed site(s) has valid fill permit issued by appropriate government agency and submission of haul route plan, including map of proposed route(s).
- D. Provide watertight conveyance for liquid, semi-liquid, or saturated solids that have potential to leak during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at selected disposal site.

#### **1.06 PROTECTION of AIR QUALITY**

- A. Contain paint aerosols and VOCs by acceptable work practices.
- B. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractor and encouraging shutdown of motorized equipment not actually in use.
- C. Trash burning not permitted on construction site.
- D. If temporary heating devices are necessary for protection of work, they are not to cause air pollution.

#### **1.07 PROTECTION from FUEL and SOLVENTS**

- A. Protect the ground from spills of fuel, oils, petroleum distillates, or solvents by use of containment system.
- B. Total paint, thinner, oils, and fuel delivered to and stored on-site cannot exceed supplied capacity of spill containment provided (i.e., fuel and oil to be sized to exceed possible spill).
- C. Provide proper containment unit under fuel tank and oil reservoirs for all equipment and fuel storage tanks.
- D. Barrels of solvents, even for cleaning, are prohibited. Do not deliver paint thinners in containers greater than five (5) gallons.
- E. Disposal of waste fluids are to be in conformance with federal, state, and local laws and regulations.

#### **1.08 USE of CHEMICALS**

- A. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of U.S. EPA, U.S. Department of Agriculture, state, or any other applicable regulatory agency.



- B. Use of such chemicals and disposal of residues are to be in conformance with manufacturer's written instructions and applicable regulatory requirements.

### **1.09 NOISE CONTROL**

- A. Conduct operations to cause least annoyance to residents in vicinity of work and comply with applicable local ordinances.
- B. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
- C. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
- D. Route vehicles carrying materials over such streets as will cause least annoyance to public and do not operate on public streets between hours of 6:00 P.M. and 7:00 A.M., or on Saturdays, Sundays, or legal holidays unless approved by Owner.

### **PART 2 - PRODUCTS**

(Not Applicable)

### **PART 3 - EXECUTION**

#### **3.01 HAZARDOUS MATERIALS PROJECT PROCEDURES**

- A. Applicable Regulations:
  - 1. RCRA, 1976 – Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, and disposal of hazardous wastes nationally.
  - 2. Act 64, 1979 – Michigan's Hazardous Waste Management Act: This statute regulates generation, transportation, treatment, storage, and disposal of hazardous wastes.
  - 3. Act 451, 1994 – Natural Resources and Environmental Protection Act: This statute regulates discharge of certain substances into the environment, regulates use of certain lands, waters and other natural resources.
  - 4. Act 641 as amended 1990 – Michigan's Solid Waste Act: This statute regulates generation, transportation, treatment, storage, and disposal of solid wastes.
- B. Use the Uniform Hazardous Waste Manifest (shipping paper) to use an off-site hazardous waste disposal facility.
- C. Federal, State and local laws and regulations may apply to the storage, handling and disposal of hazardous materials and wastes. The list below includes the regulations which are most frequently encountered:

<u>Topic</u>	<u>Agency and Telephone Number</u>
Small quantity hazardous waste management, including hazardous waste stored in tanks	Hazardous Waste Division, EGLE (517) 373-2730 in Lansing, or District Office Certified County Health Department
Hazard Communication Standards (for chemical in the workplace)	Occupational Health Division, Michigan Department of Consumer, and Industrial Services (517) 373-1410
Burning of waste oil and other discharges to the air	Air Quality Division, EGLE (517) 322-1333 in Lansing, or District Office
Local fire prevention regulations and codes (including chemical storage requirements)	Local fire chief or fire marshal

D. Department of Environment, Great Lakes, and Energy

Hazardous Waste Division

Compliance Section District Offices

Grand Rapids District Office

State Office Building - 5<sup>th</sup> Floor

350 Ottawa Ave NW. – Unit 10

Grand Rapids, MI 49503-2341

(616) 356-0500

(616) 356-0202 (fax)

**PART 1 - GENERAL**

1.01 MATERIALS AND EQUIPMENT:

- A. Materials and equipment incorporated into the Work:
  - 1. Shall conform to applicable specifications and standards.
  - 2. Shall comply with size, make, type and quality specified or as specifically approved by the Engineer.
  - 3. Manufactured and Fabricated Products.
    - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
    - b. Manufacture like parts of duplicate units to standard sizes and gages to be interchangeable.
    - c. Two or more items of the same kind shall be identical, by the same manufacturer.
    - d. Products shall be suitable for service conditions.
    - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
  - 4. Do not use material or equipment for any purpose other than that for which it is designed or specified.

1.02 MANUFACTURER'S INSTRUCTIONS:

- A. When Contract Documents, require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two sets to the Engineer.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
- B. Handle, install, connect, clean, and condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedures unless specifically modified or exempted by Contract Documents.

1.03 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site.
  - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging with identifying labels intact and legible.
  - 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.04 STORAGE AND PROTECTION:

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather tight enclosures.
  - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections to assure that products are maintained under specified conditions and free from damage or deterioration.

1.05 SUBSTITUTIONS/ALTERNATE EQUIPMENT:

- A. Where materials and equipment items are identified in the Drawings or specifications by manufacturer's name or catalog number, bids shall be based on the products of one of the manufacturers so named. Contractor shall be responsible for reimbursing Owner for all engineering and design related to contract modifications necessary to utilize alternate equipment.
- B. Documentation for alternate equipment must be provided as detailed in this section. Review of documentation will be completed by the Engineer and Owner after the bid.
- C. Required documentation for substitutions/alternate equipment must be received by the Engineer not later than 24 hours after the bids are received. This information will be required from each bidder who submitted one of the three lowest base bids.
- D. A request for a substitution/proposed alternate equipment constitutes a representation that the Contractor has investigated and determined the proposed product is equal to, or superior in all respects to that specified.
- E. The Contractor shall coordinate the installation of an accepted substitution into the Work and make the Work complete in all respects.
- F. The Engineer shall be the judge of the acceptability of the proposed substitutions.
- G. Requests for substitutions shall be submitted on the accompanying form. In addition to the form, supporting documentation shall be submitted providing technical details of the equipment for this application including complete equipment drawings and scope of supply, review of the specifications including any proposed deviations from it, manufacturer's company history, financial ability of the manufacturer, similar installations of the proposed equipment with reference information including dates of service and contact phone numbers, and any other information deemed necessary by the Engineer for a thorough review. Contractor shall include a complete and detailed list describing all deviations where proposed equipment differs from this specification.

**PART 2 - PRODUCTS**

\*\*\* Not Applicable \*\*\*

**PART 3 - EXECUTION**

\*\*\* Not Applicable \*\*\*

**APPLICATION FOR APPROVAL OF SUBSTITUTE  
MATERIAL/EQUIPMENT**

<u>Material/Equipment</u>	<u>Manufacturer</u>	<u>Model No. Certificate No. or Other Description</u>
_____	_____	_____
	_____	_____
	_____	_____

Proposed Substitute Material/Equipment:

<u>Material/Equipment</u>	<u>Manufacturer</u>	<u>Model No. Certificate No.</u>
_____	_____	_____

Approval of Substitution \_\_\_\_\_  
Contractor \_\_\_\_\_ Date \_\_\_\_\_

Not Approved \_\_\_\_\_  
Engineer \_\_\_\_\_ Date \_\_\_\_\_

END OF SECTION

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**METALS**  
**DIVISION 5**  
**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>
05 00 00	Metal Repairs
	05 00 00 Drawings
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	Drawing 02a ... Overflow Discharge
	Drawing 02b ... 8" Overflow Flap Gate
	Drawing 03a ... Roof Platform
	Drawing 03b ... Roof Platform Details
	Drawing 03c ... Stair Details
	Drawing 03d ... Sidewall Ladder
	Drawing 04a ... 24" Pressure Vacuum Roof Vent
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	Drawing 04c ... 24" Pressure Vacuum Roof Vent
	Drawing 04d ... 24" Pressure Vacuum Roof Vent
	Drawing 05 ... Bowl Rigging Couplings
	Vent Area Calculations

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## **SECTION 05 00 00** **METAL REPAIRS**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Steel and Miscellaneous Repairs.

#### **1.02 REFERENCES**

- A. AWWA D100 Weld Standard
- B. AWS Weld Standard
- C. API 650 Standard

#### **1.03 OMISSIONS**

- A. The specifications include all work and materials necessary for completion of the Work. Any incidental item(s) of material, labor, or detail(s) required for the proper execution and completion of the Work are included.

#### **1.04 DEFINITIONS**

- A. Ground Flush: Ground even with adjacent metal with no transition. This preparation is intended for all removed items.
- B. Ground Smooth: Ground welds to the point that no cuts or scratches occur when rubbing your hand over the weld. Rebuild with weld any concavity discovered during grinding. This preparation is intended for all newly added steel.

#### **1.05 WORK INCLUDED**

- 1) Install a gasket on the wet interior roof hatch.
- 2) Install deflector bars on the fill/draw pipe.
- 3) Install a flap gate on the overflow discharge.
- 4) Install a roof/sidewall platform.
- 5) Balcony drain holes.
- 6) Install a swing gate at the step-off platform opening.
- 7) Replace roof vent with a pressure vacuum vent.
- 8) Install bowl rigging couplings.

#### **1.06 WORKMANSHIP**

- A. Provide material and workmanship necessary to complete the Project to the standards specified.
- B. All weld spatter is to be removed prior to coating application.

- C. Welds at all removed steel items are to be ground flush with surrounding surface. All new welds are to be ground smooth.
- D. Removed items are to become the property of the Contractor. The Contractor is to properly dispose of all removed items.

### **1.07 WELDER QUALIFICATIONS**

- A. Certified for type and position of weld specified.
- B. The welder is to be specialized in industrial or heavy commercial welding and experienced in rigging and elevated work.

### **1.08 SUBMITTALS**

- A. Submit the following ten (10) days prior to the preconstruction meeting:
  - 1. Provide for employees one (1) copy of all data sheets at the job site for employee access.
  - 2. Provide an electronic copy to the Engineer.
  - 3. No work may commence without the complete filing. All SDS are to conform to requirements of SARA (EPCRA) Right-to-Know Act.
  - 4. Safety Data Sheets (SDS) and Product Data Sheets:
    - a. Safety Data Sheets (SDS) for all chemicals or products that contain chemicals.
    - b. Product Data Sheets (PDS) or Technical Data Sheets (TDS) for all items.
  - 5. Welder's certification.

### **1.09 WORK SEQUENCING**

- A. The Contractor is to monitor for flammable gases inside the tank prior to any welding or cutting. Monitoring is to be performed whether the tank is full or empty. Monitoring is also to be performed whether or not interior access is to be gained during welding and/or cutting.
- B. The following is NOT a ways-and-means decision of the Contractor. It is accepted and good painting practice and is to be completed by the Contractor in this specified fashion:
  - 1. Complete all surface preparation ahead of all cutting and welding, such as removal of heavy metal bearing coating in the immediate area.
  - 2. Complete all welding repairs prior to commencement of any power washing, surface preparation, or coating application.
  - 3. Do not install non-painted items (i.e., vents, fall prevention devices, etc.) or store items on or in the tank until after painting has been completed.
  - 4. Remove existing items that are not to be painted after water cleaning, store in a secure location.

5. Disassemble appurtenances with mating surfaces (i.e., overflow flap gate, vent flange, etc.), surface prepare and coat mating surfaces and reassemble after topcoat is dry.
6. Remove fall prevention devices in areas to be coated before painting and reinstall after completion. Supply temporary fall prevention devices with steel cables during blasting and painting.

#### **1.10 NEW STEEL COATING**

- A. The new carbon steel and weld burn surfaces are to be prepared and coated in accordance with Sections 09 97 13 and 09 97 13.10.

### **PART 2 – PRODUCTS**

#### **2.01 SUBSTITUTIONS**

- A. All products specified herein have been determined to meet a minimal standard. The products specified are the standard to which all proposed substitutions are to be compared.

#### **2.02 STEEL PLATING and OTHER STRUCTURAL SHAPES**

- A. General Steel: ASTM – A36.
- B. General Stainless Steel: ASTM – 316.
- C. Rebar for ladder rungs: A706 Weldable Rebar.
- D. Threading on all couplings and plugs to meet NPT and FPT standards.

#### **2.03 BOLTS and NUTS**

- A. Stainless Steel
  1. ASTM F594G – 316 Stainless Steel Bolts.
  2. ASTM F594G – 316 Stainless Steel Nuts.
- B. Galvanized Steel
  1. ASTM A307 Grade A zinc coated Steel Bolts.
  2. ASTM A307 Grade A zinc coated Nuts.

#### **2.04 WELDING ROD**

- A. Final – E70XX Electrodes.
- B. Root – E60XX Electrodes.
- C. Wire – ER70S Electrodes.

#### **2.05 STEEL LADDERS**

- A. General Steel: ASTM – A36.
- B. Rebar for ladder rungs: A706 Weldable Rebar.

- C. All new ladders are to meet current OSHA requirements. In addition to the requirements, rung clearances when immovable obstructions are within the required 7-inch toe clearance shall be as follows:
  - 1. Maintain a 1½” clearance between the center line of any rung and the top of any immovable obstruction.
  - 2. Maintain a 4½” clearance between the center line of any rung and the bottom of any obstruction.

## **2.06 ROOF HATCH GASKET**

- A. Roof hatch manway gaskets for access points above the high-water level (not in contact with potable water).
- B. There are two options:
  - 1. Full sheet adhered to the interior of the hatch cover:  
Gaskets to be meet ASTM D2000 requirements. Gaskets to be ¼ inch thick Ethylene Propylene Diene (EPDM) AB-576 item number 386-16-482 as manufactured/supplied by American Biltrite [www.american-biltrite.com](http://www.american-biltrite.com) (888) 275-7075, or approved equal.
  - 2. Gasket adhered to the edge of the hatch curb:  
EPDM foam and vinyl rubber Water and Weather Resistant Rubber Push-on Seal as manufactured/supplied by McMaster-Carr. [www.mcmaster.com](http://www.mcmaster.com) (562) 692-5911, or approved equal.
- C. Adhesive for gasket to be 3M Super Weather strip and Gasket Adhesive as Manufactured by 3M [www.3m.com](http://www.3m.com) (888) 364-3577, or approved equal.

## **2.07 OVERFLOW SCREEN**

- A. 316 stainless steel wire, twenty-four (24) mesh or smaller.
- B. Manufactured/supplied by McMaster-Carr. [www.mcmaster.com](http://www.mcmaster.com) (562) 692-5911, manufactured by McNichols [www.mcnichols.com](http://www.mcnichols.com) (855) 463-5736, or approved equal.

## **2.08 FALL PREVENTION DEVICE**

- A. Rail-Type system as manufactured/supplied by Miller/Honeywell [www.sps.honeywell.com](http://www.sps.honeywell.com) (800) 430-5490 or approved equal.
- B. Fall prevention system: Saf-T-Climb and all rung clamps, etc.
  - 1. Devices are to be constructed of galvanized steel:
  - 2. Rung clamps are to be installed every 6 ft. max. Install a clamp above and below every splice. Rung clamp must be placed above and below splice on first available rung. Add one additional rung clamp if using a removable dismount and add two rung clamps if using a permanent dismount.

## **2.09 GRATING**

- A. Galvanized steel 1 in. x 3/16 in., with band spacing of 4 in. x 1-3/16 in. Fasteners to be "M" style.
- B. Manufactured/supplied by McMaster-Carr. [www.mcmaster.com](http://www.mcmaster.com) (330) 995-5500, or approved equal.

## **2.10 SWING GATE**

- A. Universal Swing Gate as manufactured by SafeRack [www.saferack.com](http://www.saferack.com) (229) 216-9433, or approved equal.

## **2.11 VENT SCREEN**

- A. Aluminum wire, maximum twenty-four (24) mesh or smaller.
- B. Manufactured/supplied by McMaster-Carr. [www.mcmaster.com](http://www.mcmaster.com) (562) 692-5911, or Wire Cloth Man [www.wireclothman.com](http://www.wireclothman.com) (800) 947-3626, or approved equal.

## **2.12 JOINT COMPOUND FOR THREADED FITTINGS AND RIGGING COUPLINGS**

- A. Great White Pipe Joint Compound as Manufactured by Oatey [www.oatey.com](http://www.oatey.com) (800) 321-9532, or approved equal.

## **PART 3 - EXECUTION**

### **3.01 ROOF HATCH GASKETS**

- A. Install a gasket on the wet interior roof hatch cover (or opening curb).
- B. Install the gasket after the exterior coating is dry to the touch. Apply roof hatch gasket using adhesive.
- C. The hatch hasps may need to be modified/holes in the hasps enlarged to accept a lock once the gasket is installed.
- D. Payment is incidental to the project.

### **3.02 FILL/DRAW PIPE DEFLECTOR BARS**

- A. Furnish and install deflector bars on the fill/draw pipe.
- B. See Drawing 01.
- C. Payment is incidental to the project.

### **3.03 OVERFLOW DISCHARGE MODIFICATION AND FLAP GATE**

- A. Remove the existing flared end of the overflow pipe discharge and install a pipe extension with flange. Install a flap gate on the new end.
- B. The pipe is to be extended so the discharge is 12-24 inches above the ground.

- C. The flap gate is to allow for closed positioning during non-flow conditions, and open operation during overflow conditions.
- D. Field verify existing overflow pipe dimensions.
- E. Use steel plates as weights attached to the lever arm to assure complete closure at end of cycle, number may need to be more than shown on the drawing to ensure complete closure.
- F. Install PVC or plastic washers and/or spacers between the hinge bolts and lever arm, use enough washers to ensure a snug fit without damaging the coating during movement.
- G. Weld a flange onto the discharge end of the overflow pipe. Use a minimum of ¼” steel plate, flange outside diameter to match that of the flap gate outside diameter.
- H. See Drawing 02a-02b.
- I. Payment is a separate line item “Overflow Pipe Discharge Modification” which the Owner reserves the right to delete.

### **3.04 ROOF PLATFORM**

- A. Install a platform on the roof with a new sidewall ladder.
- B. Remove existing sidewall/roof ladder. Cut all braces and lugs including the ring around the roof vent. Grind all lugs flush with adjacent base metal. In the event the base metal is gouged by cutting of the ladder, build-up affected areas to original steel thickness. Grind all re-welding flush with adjacent surfaces.
- C. The new ladder is to meet or exceed all OSHA requirements.
- D. Install a rail-type fall prevention device on the new ladder.
- E. Install a swing gate at the opening between the ladder and handrail on the platform, install per manufacturers recommendations. Adjust the swing gate width and tension after installation to ensure the gate operates properly and remains closed during normal conditions.
- F. The swing gate hinge is to be at the vertical handrail post. The handrail angles may need to be notched to allow the gate to swing properly.
- G. Install a 3 in. x ¼ in. plate as a catch for the swing gate as needed so the resting position of the gate is perpendicular to the platform handrail. Round off the corners of the plate. Weld using 3/16 in. full fillet welds.
- H. The platform grating is to be installed with seams running along the width (not along the length of the platform). The grating is to rest on the support angle on the left and right of the platform with m-clips attached to the angles.
- I. Any conduit attached to the existing sidewall ladder is to be relocated to the new sidewall ladder supports along the sidewall and add 3 in x 3 in. x ¼ in. plates spaced every 6 ft. maximum on the roof knuckle and roof. Round off the corners of the plates and weld using 3/16 in. full fillet welds. Attach the conduit using galvanized conduit clamps bolted to the new plates. Drill holes in the plates as needed.

- J. Antenna cables attached to the existing sidewall ladder are to be relocated to the new sidewall ladder supports along the sidewall and add 3 in x 3 in. x ¼ in. plates spaced every 6 ft. maximum on the roof knuckle and roof. Round off the corners of the plates and weld using 3/16 in. full fillet welds. Attach the cables using the existing fasteners. Drill holes in the plates as needed.
- K. See Drawing 03a-03d.
- L. Payment is a separate line item “Roof Platform” which the Owner reserves the right to delete.

### **3.05 BALCONY DRAINAGE HOLES**

- A. Drill 1 in. drainage holes in the exterior balcony floor plates as directed by the Engineer.
- B. Remove all burs after drilling.
- C. Payment is incidental to the project.

### **3.06 SWING GATE**

- A. Furnish and install a swing gate at the ladder opening at the step-off platform under the bowl.
- B. Install gate per manufacturers recommendations. Adjust the swing gate width and tension after installation to ensure the gate operates properly and remains closed during normal conditions.
- C. The swing gate hinge is to be at the vertical handrail post. The handrail angles may need to be notched to allow the gate to swing properly.
- D. Install a 3 in. x ¼ in. plate as a catch for the swing gate as needed so the resting position of the gate is parallel to the handrail. Round off the corners of the plate. Weld using 3/16 in. full fillet welds.
- E. The Contactor is responsible for any installation of additional structure and welding needed for mounting. Any cutting will require approval from the Engineer.
- F. Payment is a separate line item “Swing Gate” which the Owner reserves the right to delete.

### **3.07 PRESSURE VACUUM ROOF VENT**

- A. Remove the existing roof vent.
- B. Furnish and install a pressure vacuum roof vent on a new bolted flange.
- C. See Drawings 04a-04d.
- D. Payment is a separate line item “Roof Vent” which the Owner reserves the right to delete.

### **3.08 BOWL RIGGING COUPLINGS**

- A. Install extra heavy couplings in the bowl.

- B. Couplings to be located at the mid-point between the riser and each leg. Locate in each bay, between the radial arms.
- C. Install four (4) additional couplings in the bowl within 24 in. of the riser.
- D. Install a steel plug at each coupling. Caulk the underside of the coupling. All threaded fittings to be coated with pipe joint compound.
- E. Engineer to field verify location of the couplings.
- F. See Drawing 05.
- G. Payment is incidental to the project.

**PART 4 – SPECIAL PROVISIONS**

**4.01 STEEL REPLACEMENT COATING**

- A. All large pieces of steel to be shop primed using the specified prime coat over a SSPC-SP10 near white surface preparation.
- B. Do not prime 3 in. from area to be welded.
- C. After installation, spot clean welded areas to a SSPC-SP11 and apply coating as specified.
- D. Use only one manufacturer for repair coating.
- E. Payment is incidental to metal repairs.

**4.02 WELD PREPARATION PRIOR to COATING**

- A. Prepare all new welds per NACE SP0178 prior to coating application. Grind welds to category D.

**4.03 COATING REPAIR – WET INTERIOR**

- A. Complete all welding and cutting prior to any surface preparation for painting to avoid contamination of surfaces.
- B. Remove any residue and weld smoke by solvent cleaning.
- C. Power tool clean to a SSPC-SP11 finish all areas damaged by welding.
- D. Use 3M Scotch-Brite Clean'n Strip Discs.
- E. Feather edges of adjacent coating a minimum of ½ in. from exposed steel.
- F. Apply repair system at 4.0 - 6.0 mils per coat as follows:

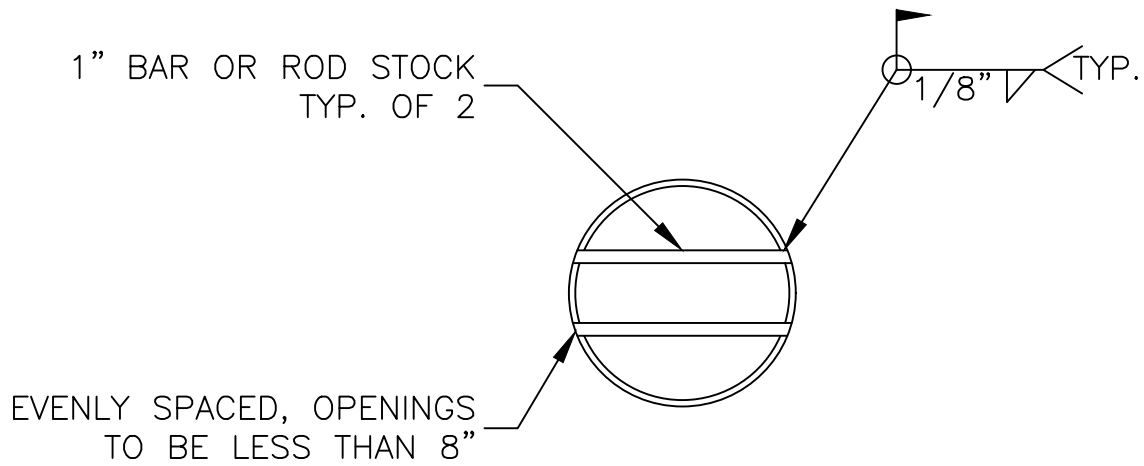
<u>Manufacturer</u>	<u>System</u>
Tnemec	21/21
Induron	PE-70/PE-70
Sherwin Williams	5500LT/5500LT

- G. Contractor has the option to apply one (1) coat of PPG Aquatopoxy A-61 at 6.0-10.0 mils in lieu of the two-coat system.

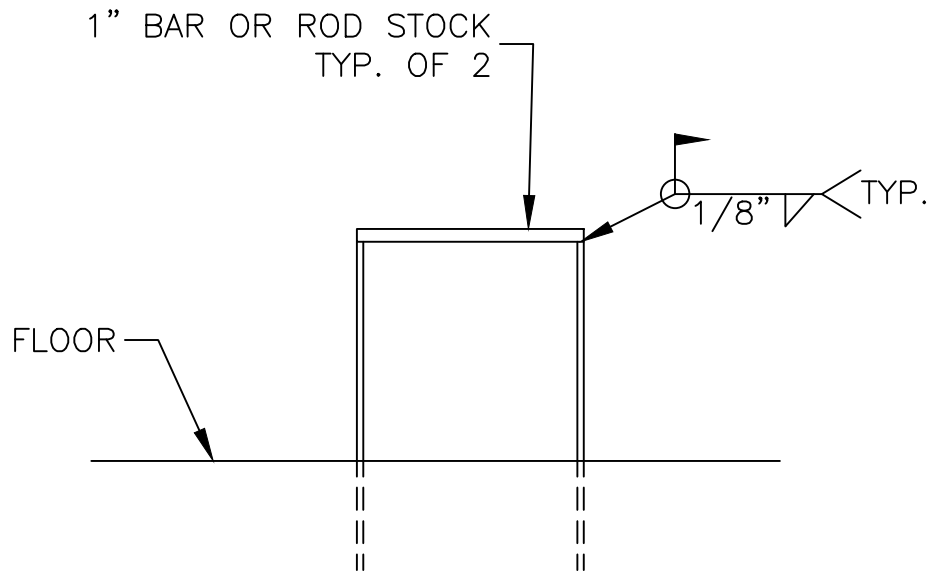


- H. System to meet all National Sanitation Foundation 61 certification standards for potable water contact. Use only colors approved by NSF 61/600 are to be used in the wet interior.
- I. Contractor to follow the relevant items from Sections 09 97 13 and 09 97 13.10.
- J. Payment is incidental to weld repairs.

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PLAN VIEW

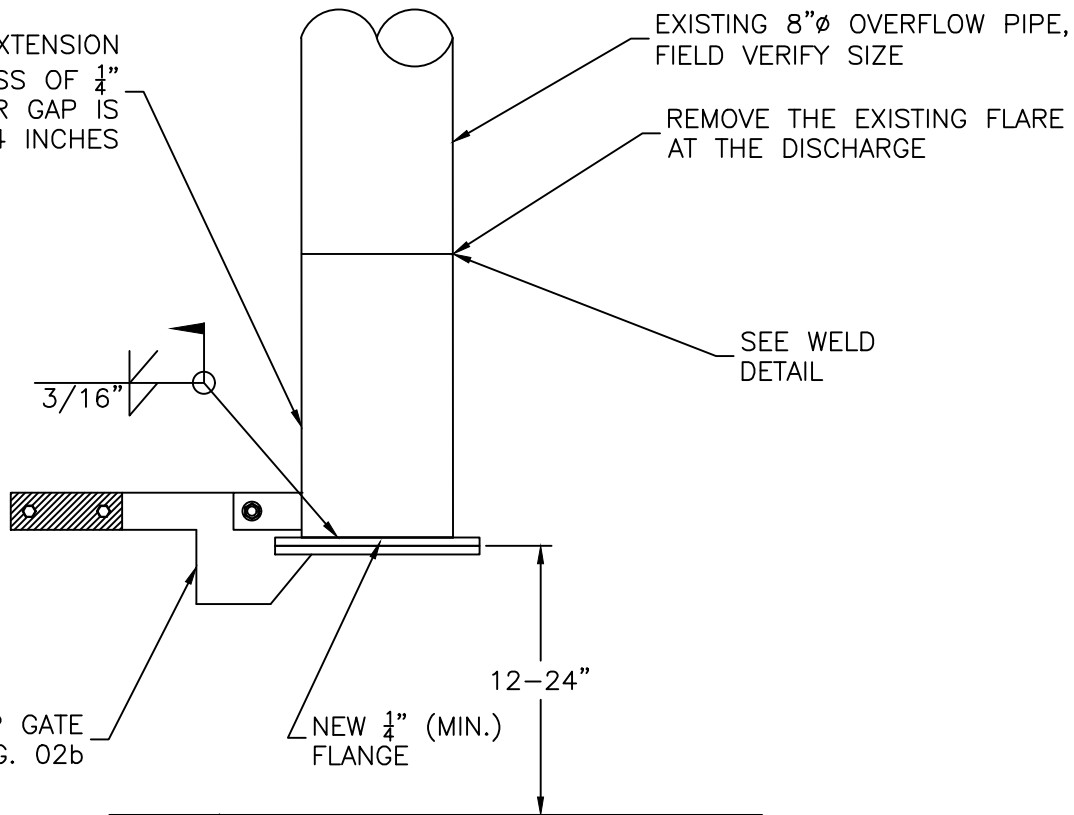


SIDE VIEW

Note: Drawing not to scale.

	
Muskegon, MI 1,000,000 R.A Nims	
Fill/Draw Pipe Deflector Bars	
Drawn By: TMF	Date: 01/09/24
Checked By: JVR	DWG: 01

INSTALL A PIPE EXTENSION  
WITH A THICKNESS OF  $\frac{1}{4}$ "  
MIN. SO THE AIR GAP IS  
12-24 INCHES



INSTALL OVERFLOW FLAP GATE  
PER DWG. 02b

NEW  $\frac{1}{4}$ " (MIN.)  
FLANGE

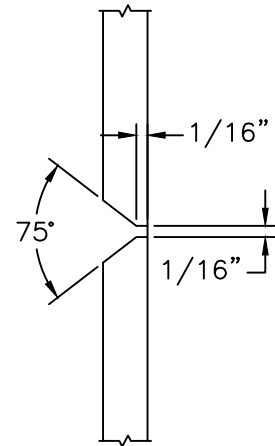
12-24"

GROUND

EXISTING 8"Ø OVERFLOW PIPE,  
FIELD VERIFY SIZE


REMOVE THE EXISTING FLARE  
AT THE DISCHARGE

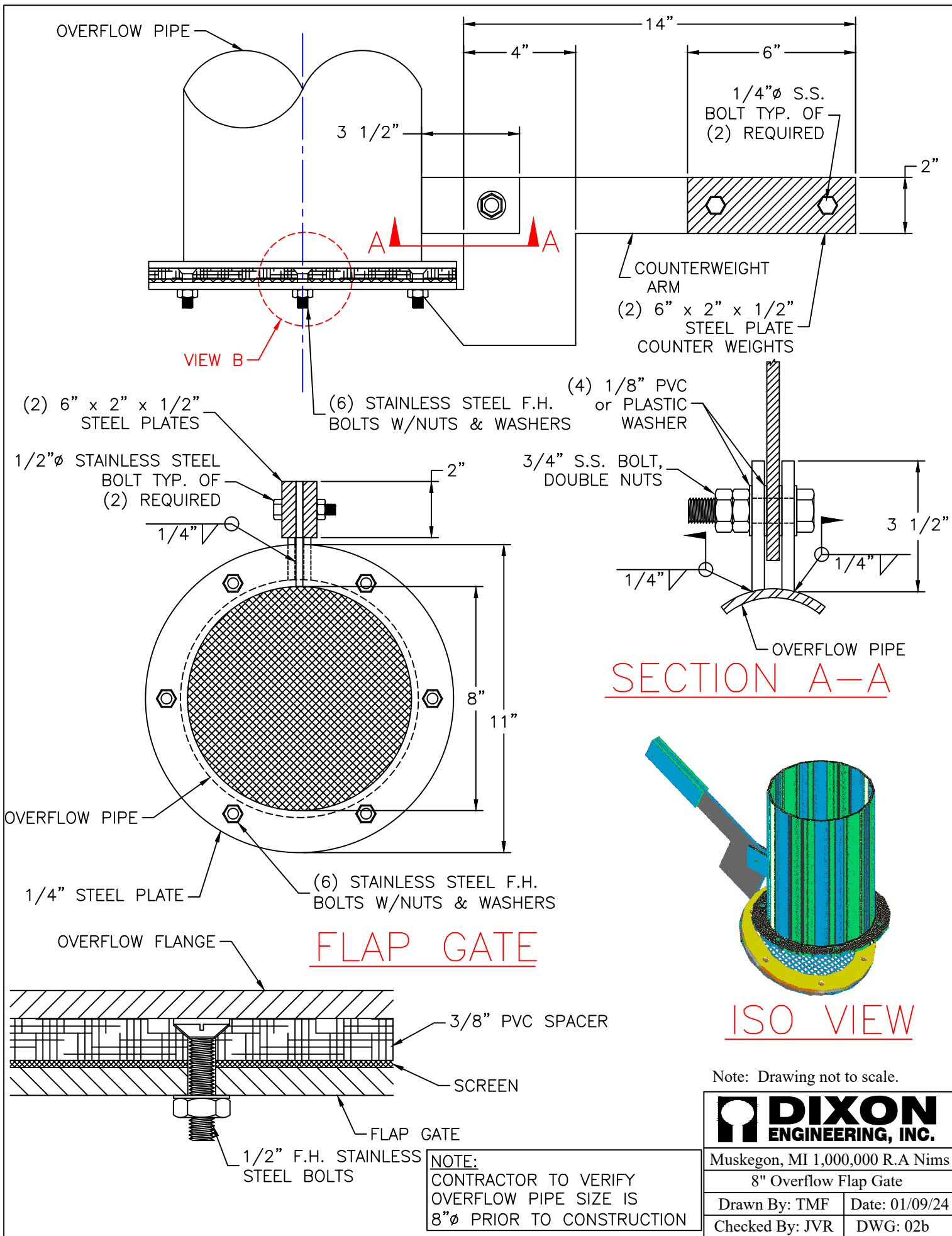
SEE WELD  
DETAIL



WELD DETAIL

Note: Drawing not to scale.

	
Muskegon, MI 1,000,000 R.A Nims	
Overflow Discharge	
Drawn By: TMF	Date: 01/09/24
Checked By: JVR	DWG: 02a



VIEW B

SECTION A-A

FLAP GATE

ISO VIEW

Note: Drawing not to scale.



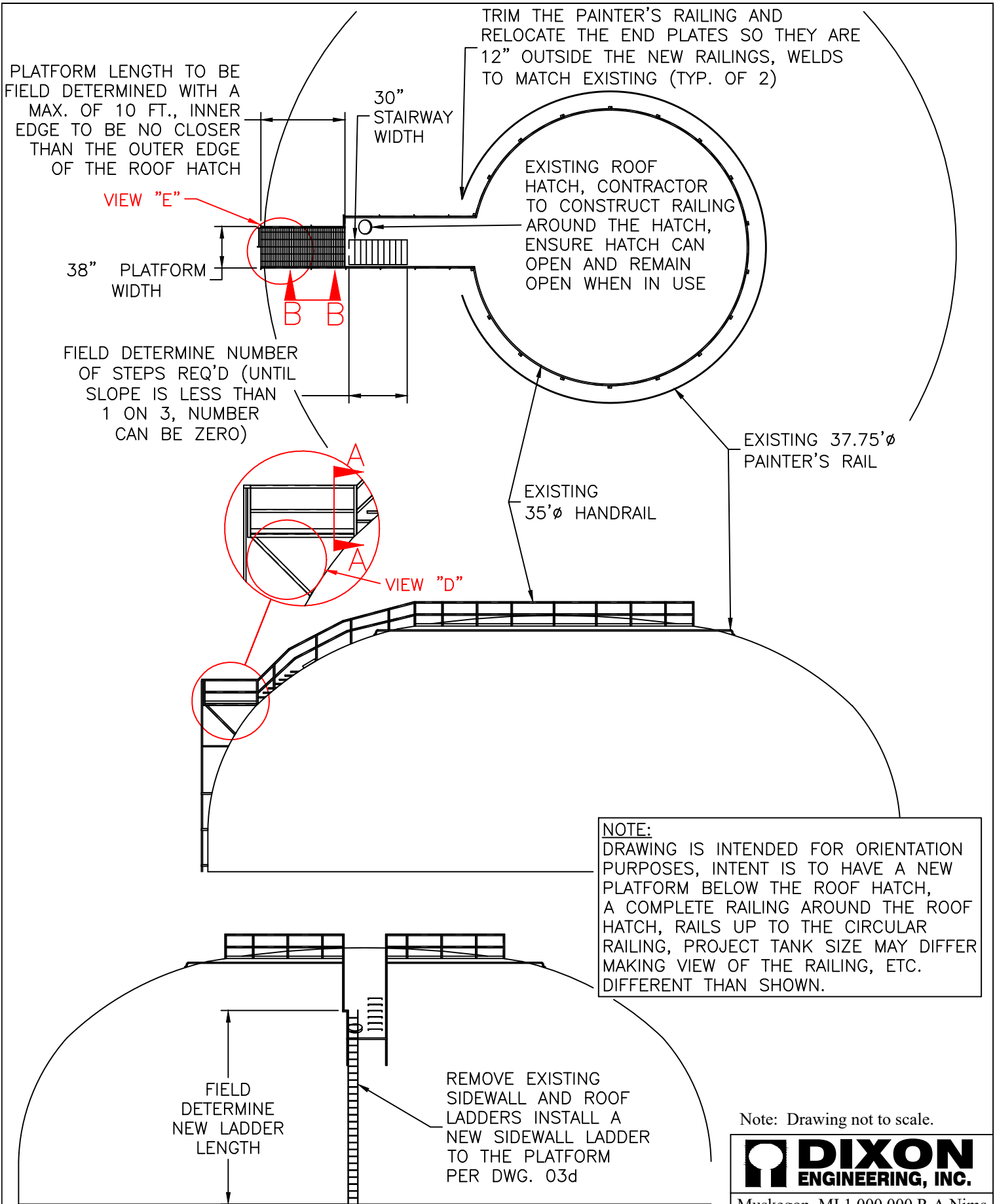
Muskegon, MI 1,000,000 R.A Nims

8" Overflow Flap Gate

Drawn By: TMF Date: 01/09/24

Checked By: JVR DWG: 02b

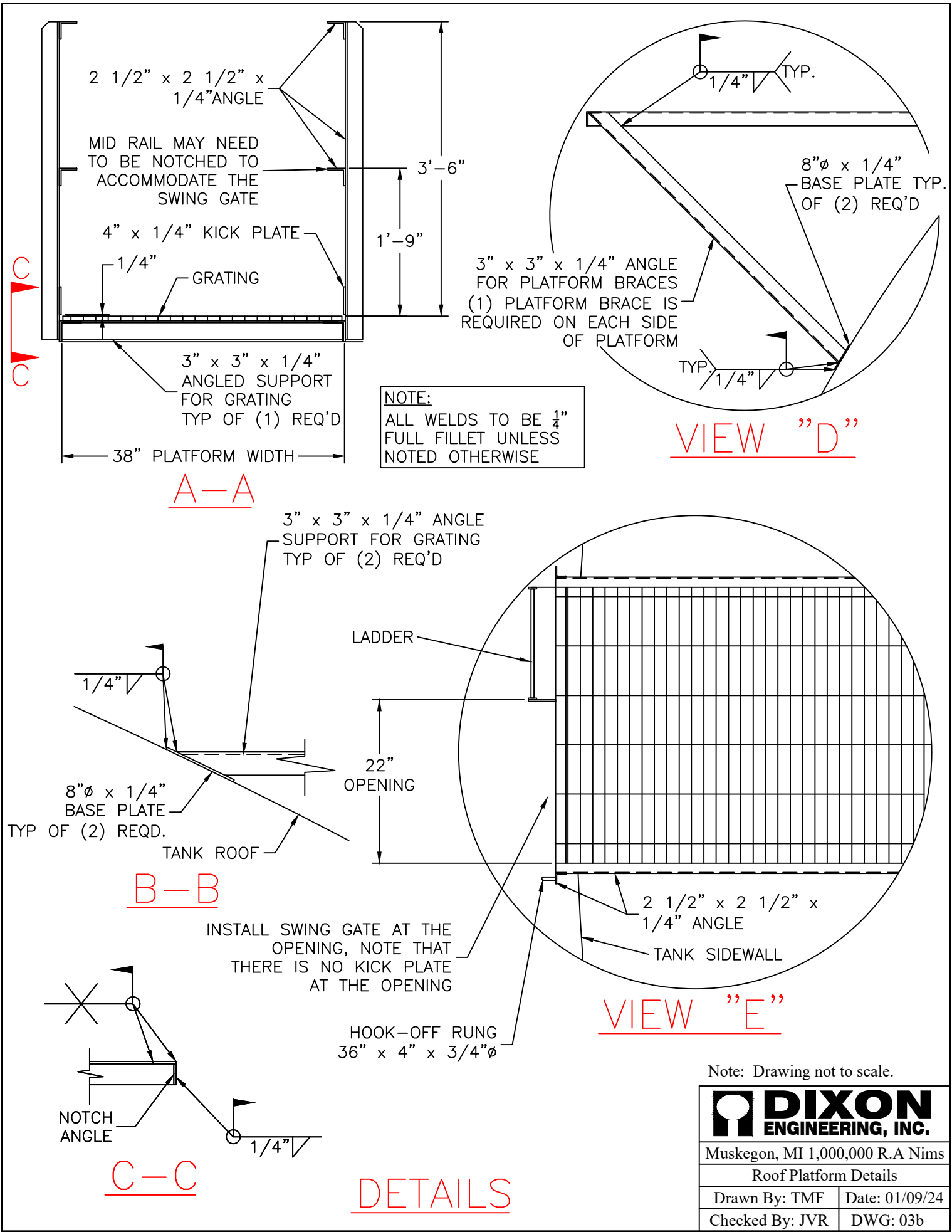
NOTE:  
CONTRACTOR TO VERIFY  
OVERFLOW PIPE SIZE IS  
8" PRIOR TO CONSTRUCTION



ROOF PLATFORM W/ RAILING

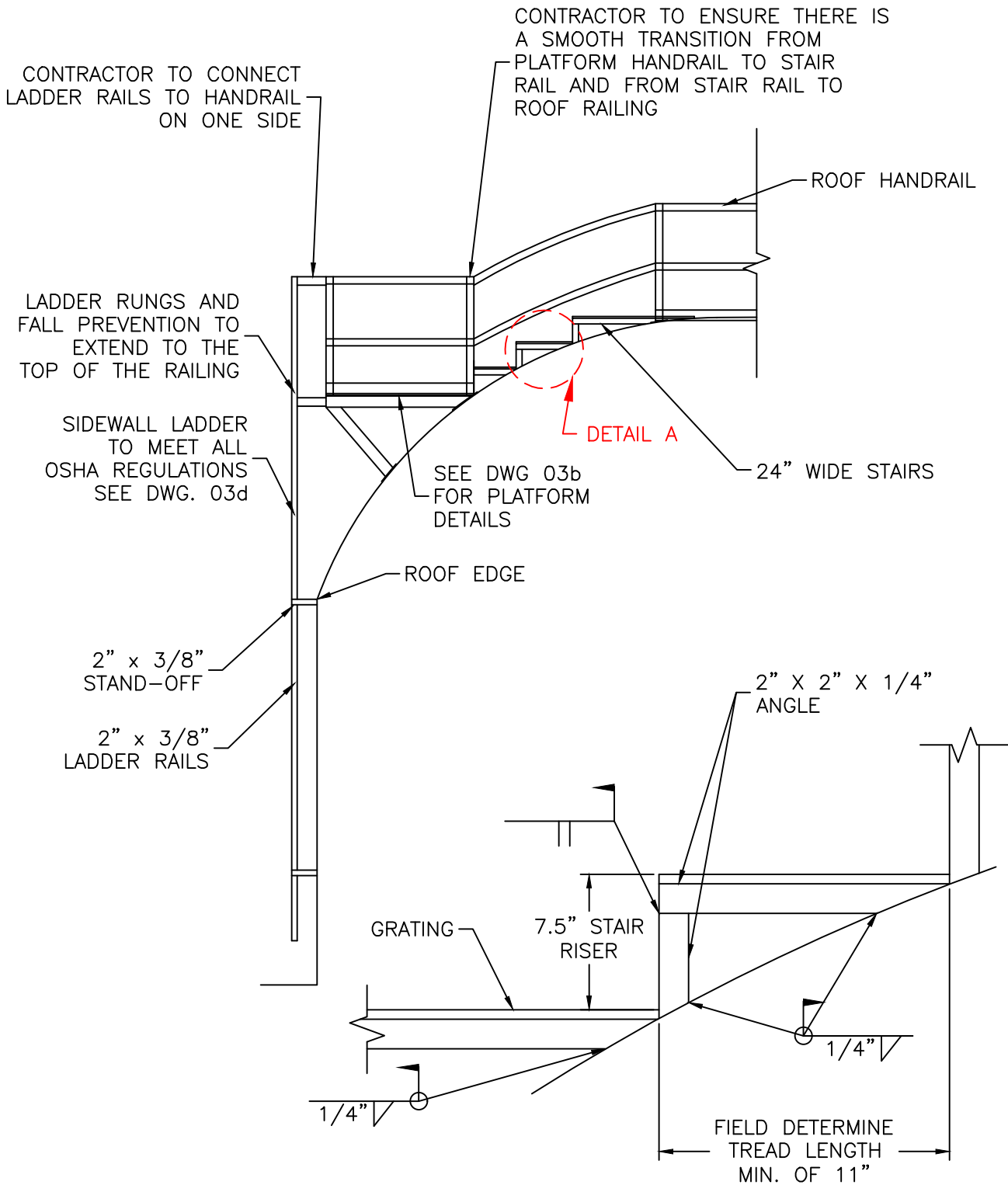
Note: Drawing not to scale.

Muskegon, MI 1,000,000 R.A Nims	
Roof Platform	
Drawn By: TMF	Date: 01/09/24
Checked By: JVR	DWG: 03a



Note: Drawing not to scale.

<b>DIXON ENGINEERING, INC.</b>	
Muskegon, MI 1,000,000 R.A Nims	
Roof Platform Details	
Drawn By: TMF	Date: 01/09/24
Checked By: JVR	DWG: 03b



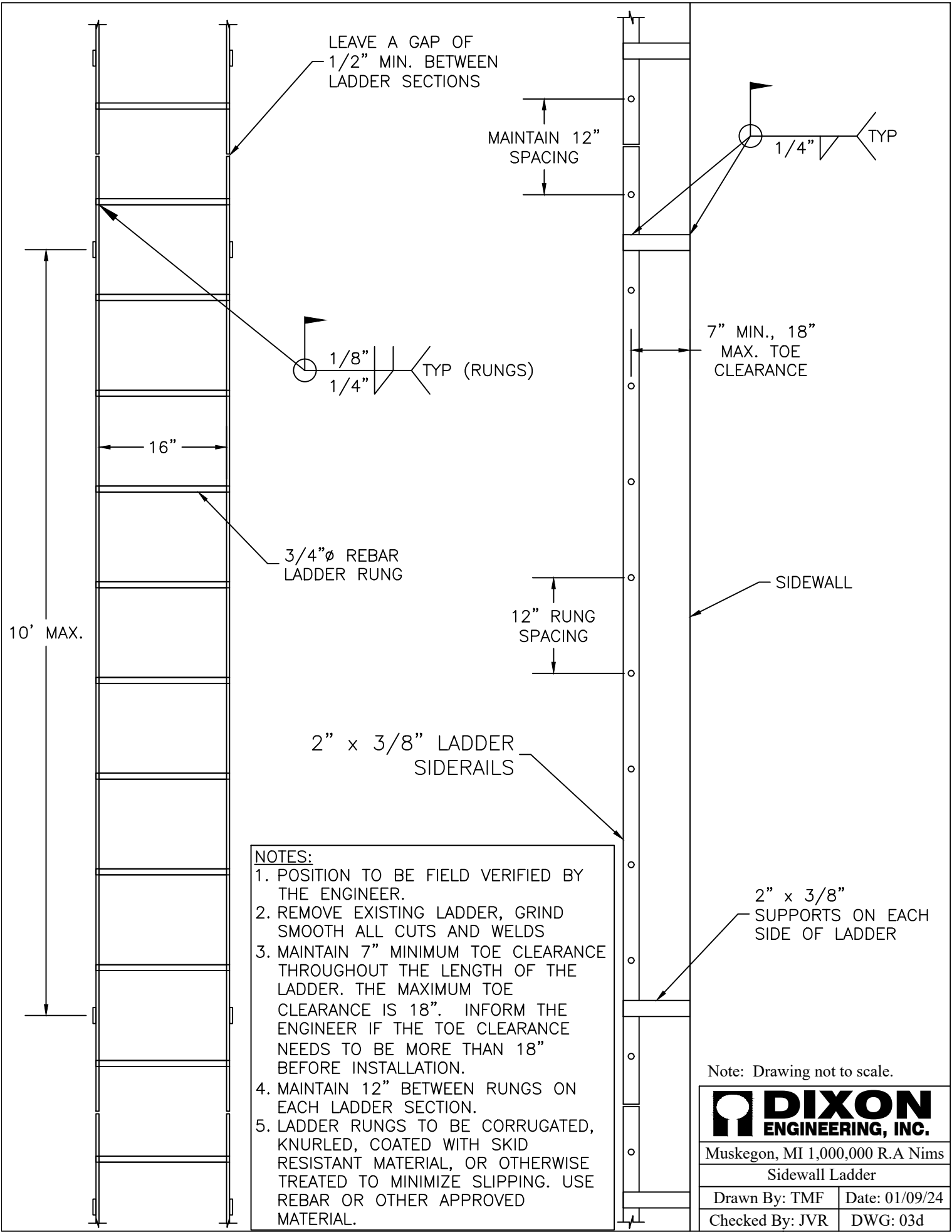
**DETAIL A**

- GRATING:**
1. INDUSTRY STANDARD IS McNICHOLS SERIES GW-100 GALVANIZED STEEL GRATING.
  2. CONTRACTOR TO FIELD VERIFY ALL GRATING SIZES (GRATING TO BE NO MORE THAN TWO PIECES FOR THE PLATFORM AND MUST BE ONE CONTINUOUS PIECE FOR EACH STAIR SECTION).
  3. MOUNT GRATING EVERY 24" WITH TYPE M FASTENERS. MIN. OF 4 PER GRATING SECTION.

Note: Drawing not to scale.

<b>DIXON ENGINEERING, INC.</b>	
Muskegon, MI 1,000,000 R.A Nims	
Stair Details	
Drawn By: TMF	Date: 01/09/24
Checked By: JVR	DWG: 03c





LEAVE A GAP OF  
1/2" MIN. BETWEEN  
LADDER SECTIONS

MAINTAIN 12"  
SPACING

1/4" TYP

1/8"  
1/4" TYP (RUNGS)

7" MIN., 18"  
MAX. TOE  
CLEARANCE

16"

3/4"Ø REBAR  
LADDER RUNG

12" RUNG  
SPACING

SIDEWALL

2" x 3/8" LADDER  
SIDERAILS

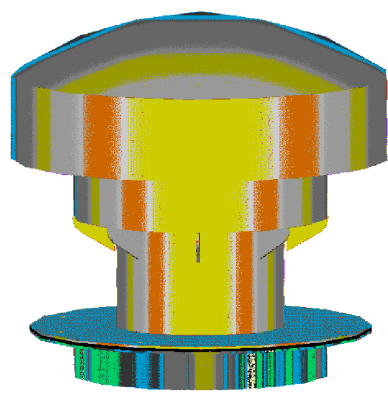
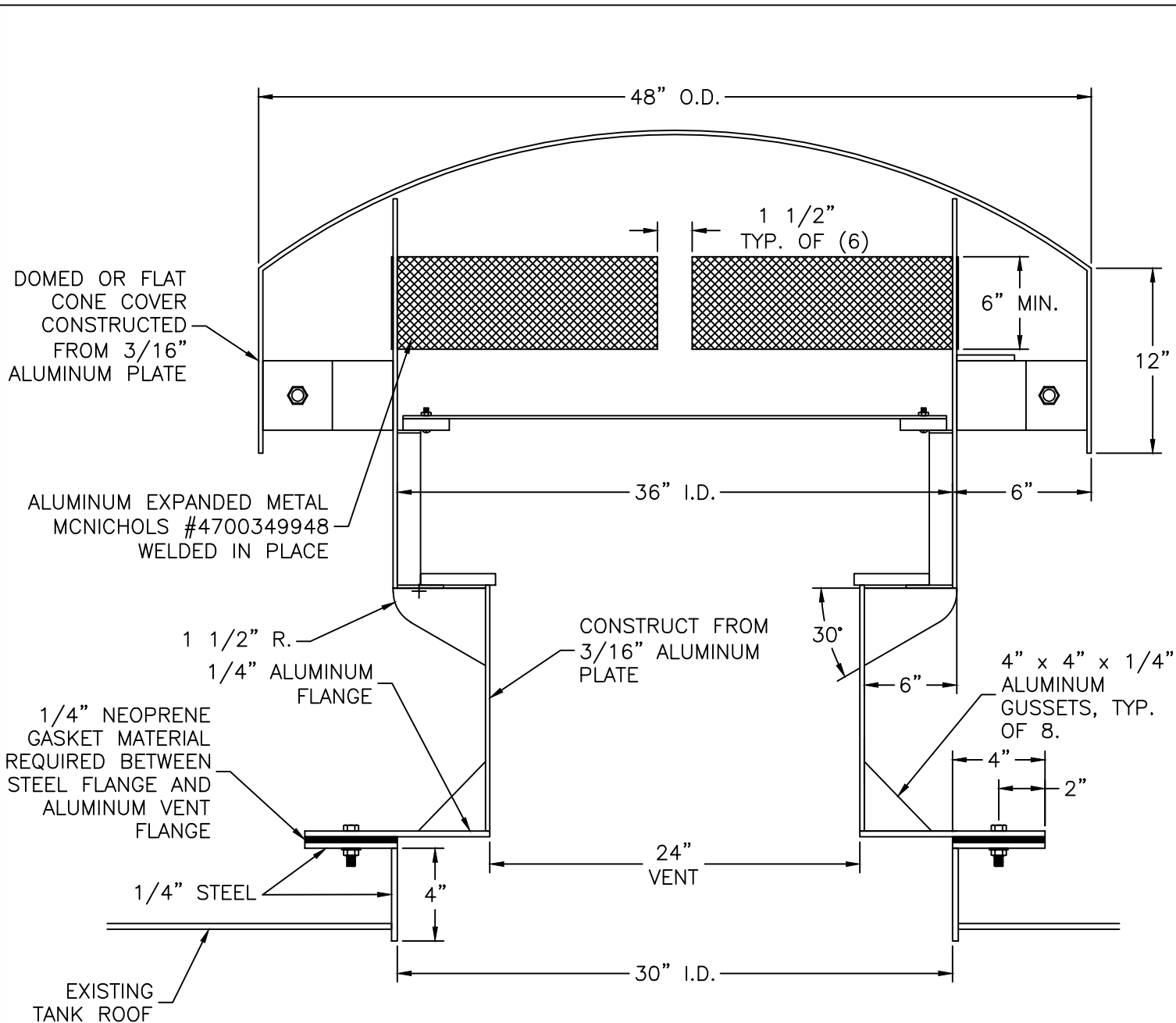
2" x 3/8"  
SUPPORTS ON EACH  
SIDE OF LADDER

10' MAX.

- NOTES:**
1. POSITION TO BE FIELD VERIFIED BY THE ENGINEER.
  2. REMOVE EXISTING LADDER, GRIND SMOOTH ALL CUTS AND WELDS
  3. MAINTAIN 7" MINIMUM TOE CLEARANCE THROUGHOUT THE LENGTH OF THE LADDER. THE MAXIMUM TOE CLEARANCE IS 18". INFORM THE ENGINEER IF THE TOE CLEARANCE NEEDS TO BE MORE THAN 18" BEFORE INSTALLATION.
  4. MAINTAIN 12" BETWEEN RUNGS ON EACH LADDER SECTION.
  5. LADDER RUNGS TO BE CORRUGATED, KNURLED, COATED WITH SKID RESISTANT MATERIAL, OR OTHERWISE TREATED TO MINIMIZE SLIPPING. USE REBAR OR OTHER APPROVED MATERIAL.


Note: Drawing not to scale.

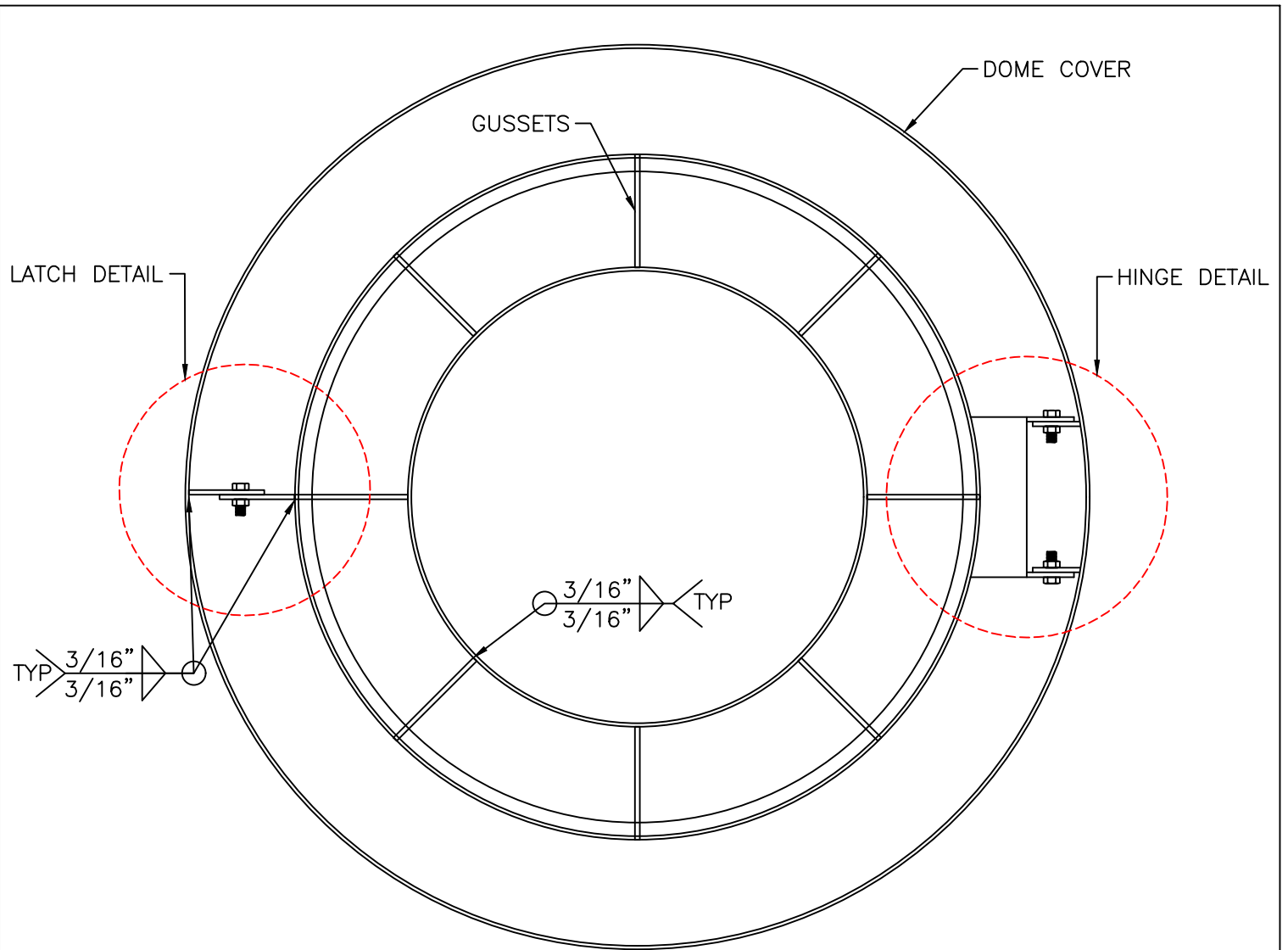
<b>DIXON</b> ENGINEERING, INC.	
Muskegon, MI 1,000,000 R.A Nims	
Sidewall Ladder	
Drawn By: TMF	Date: 01/09/24
Checked By: JVR	DWG: 03d



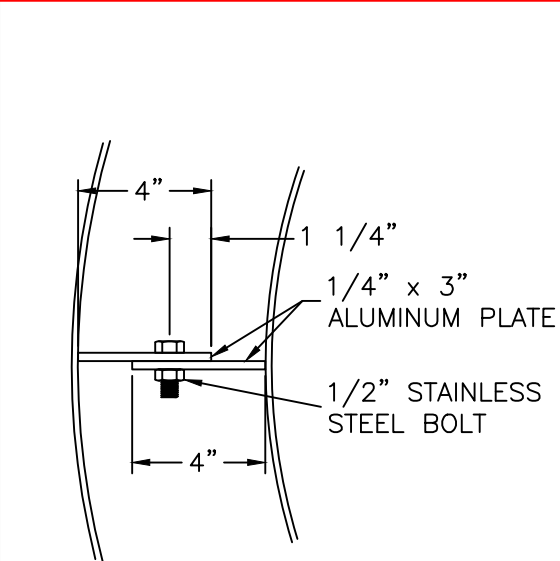
ISO VIEW

Note: Drawing not to scale.

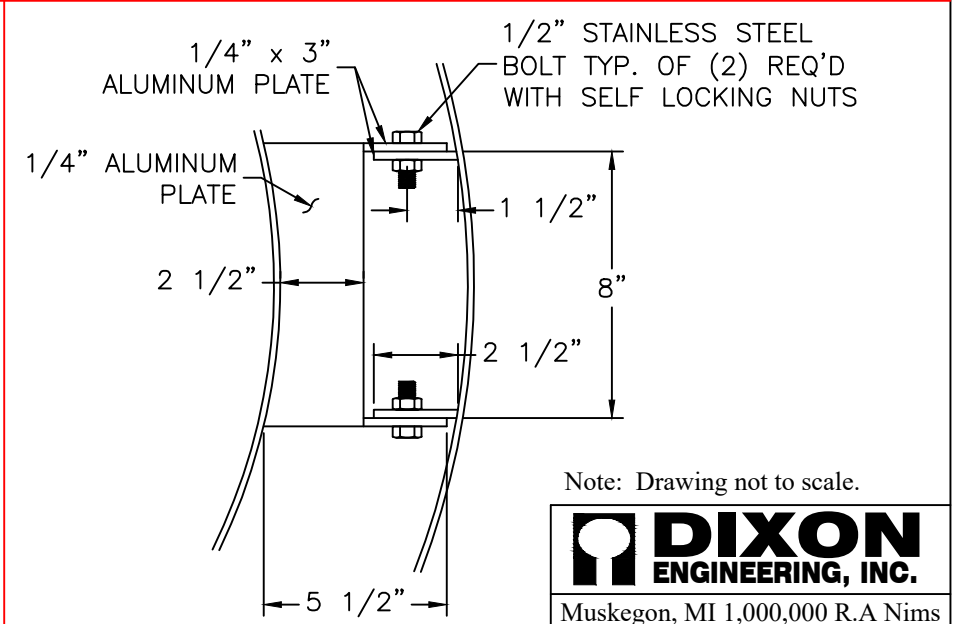
	
Muskegon, MI 1,000,000 R.A Nims	
24" Pressure Vacuum Roof Vent	
Drawn By: TMF	Date: 01/09/24
Checked By: JVR	DWG: 04a



PLAN VIEW



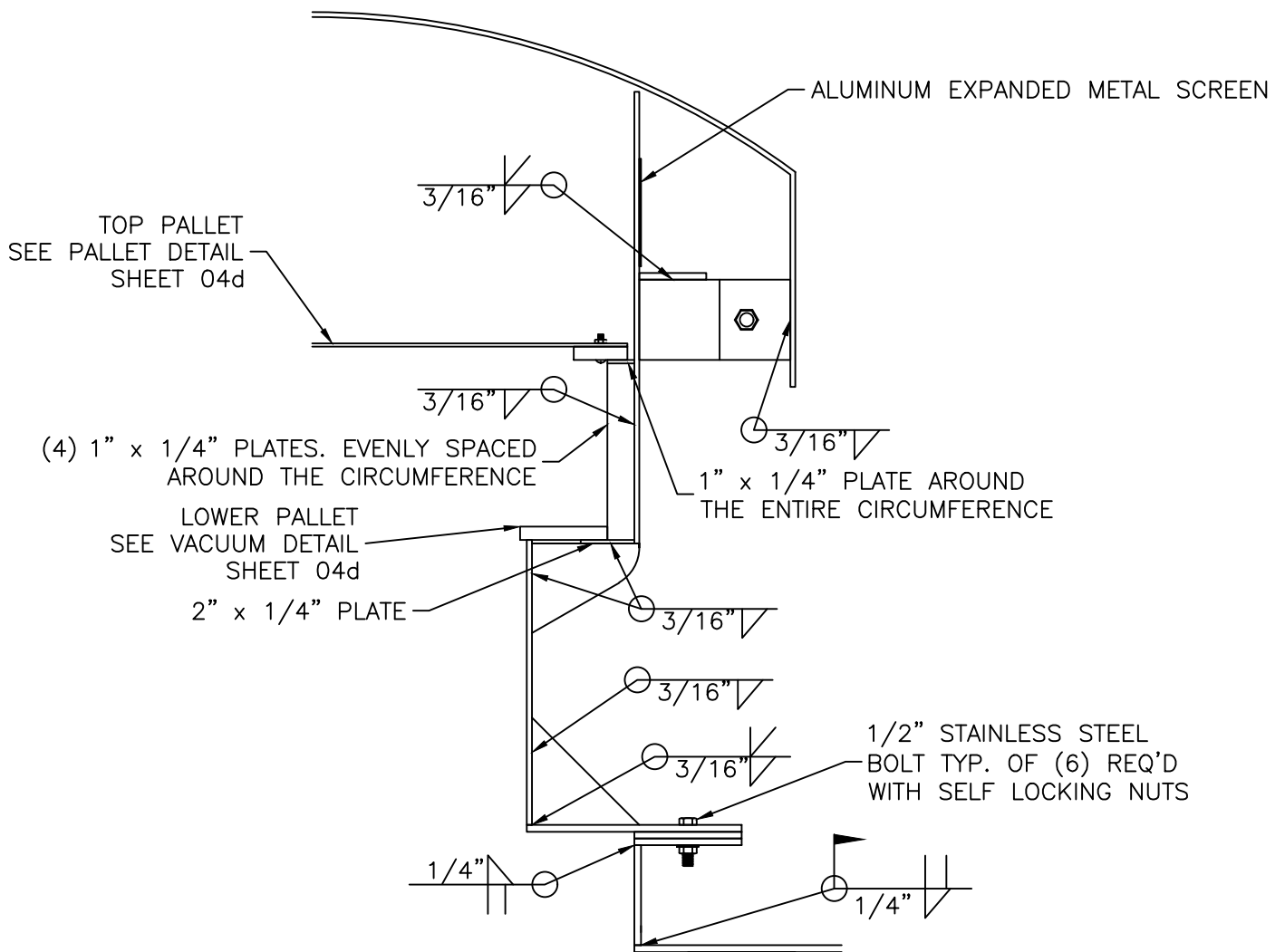
LATCH DETAIL



HINGE DETAIL

Note: Drawing not to scale.

Muskegon, MI 1,000,000 R.A Nims	
24" Pressure Vacuum Roof Vent	
Drawn By: TMF	Date: 01/09/24
Checked By: JVR	DWG: 04b



## WELDING DETAIL

Note: Drawing not to scale.

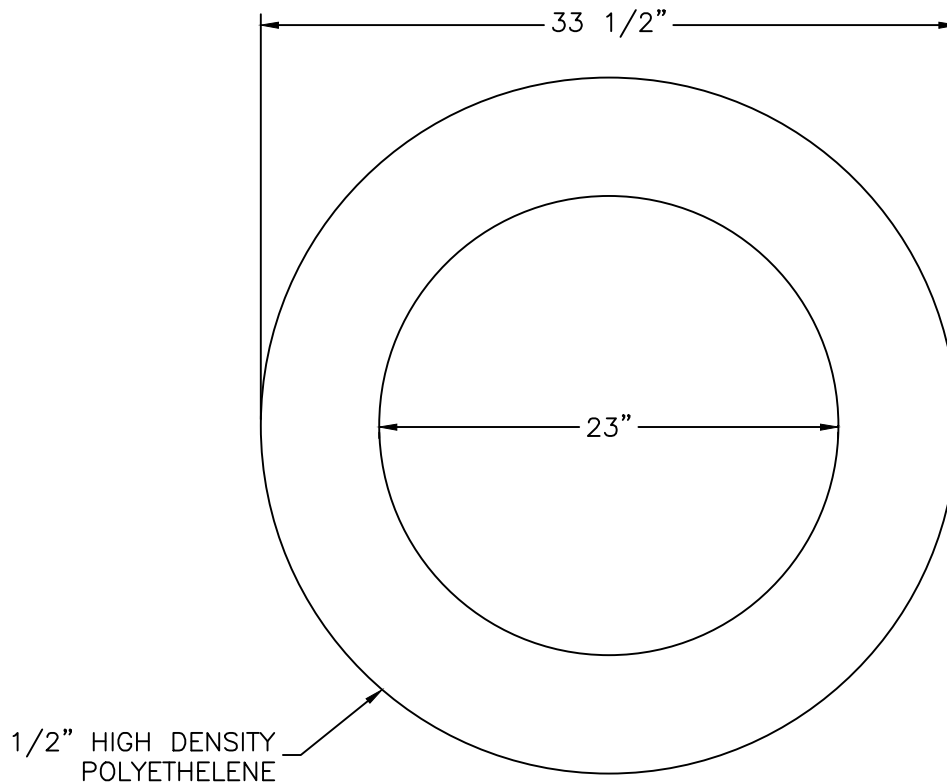
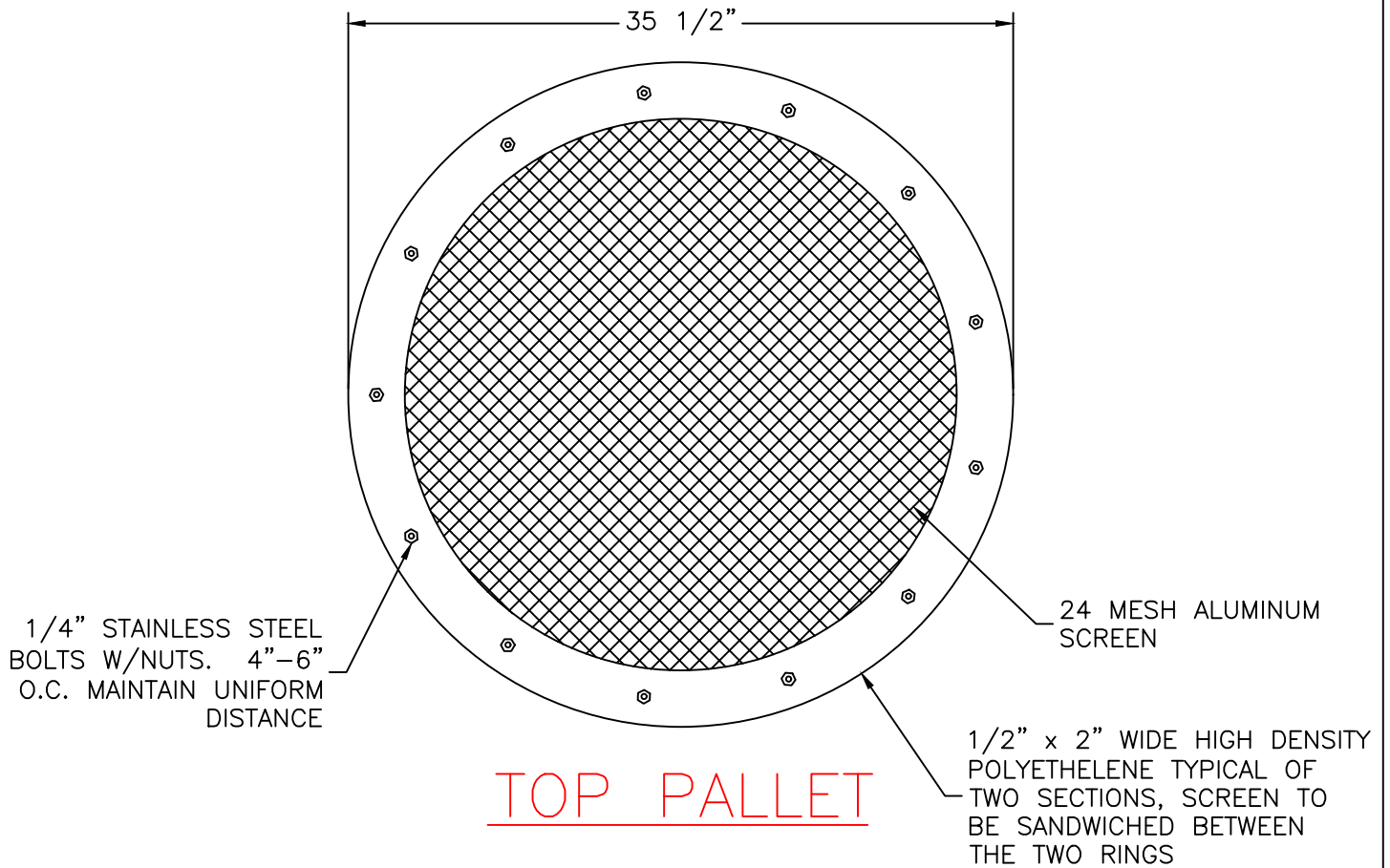


Muskegon, MI 1,000,000 R.A Nims

24" Pressure Vacuum Roof Vent

Drawn By: TMF Date: 01/09/24

Checked By: JVR DWG: 04c



Note: Drawing not to scale.



Muskegon, MI 1,000,000 R.A Nims

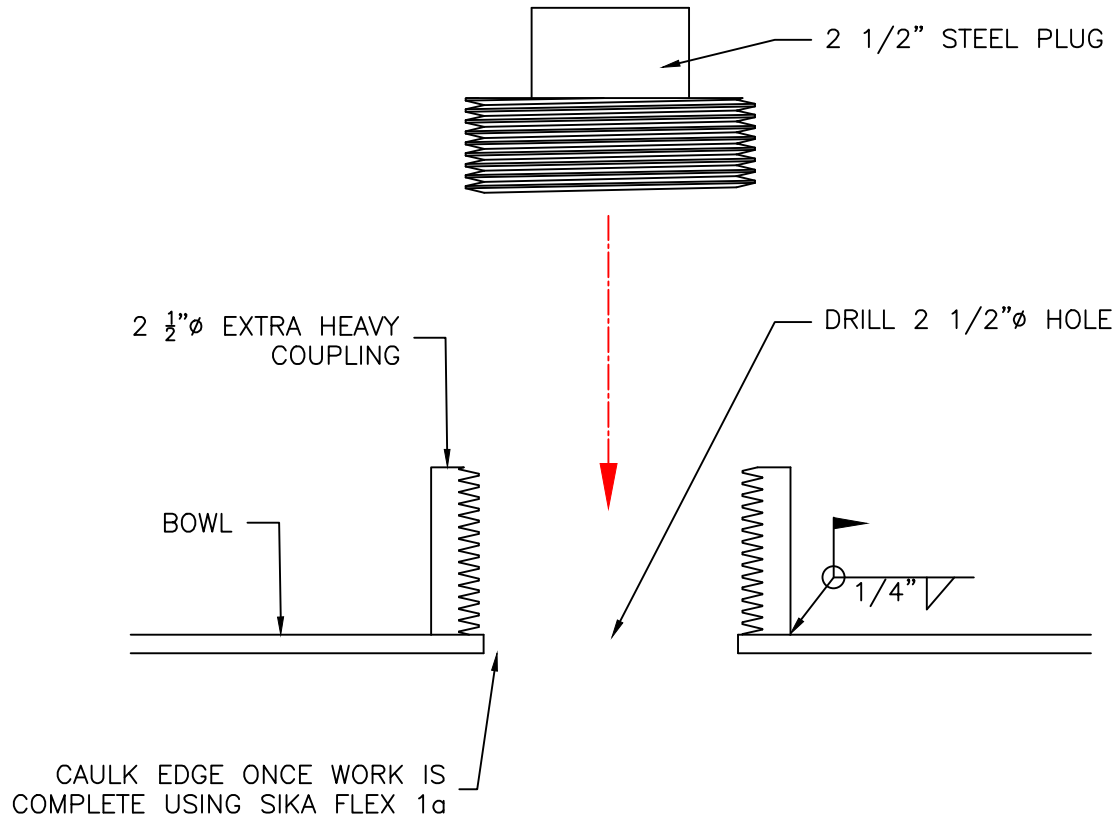
24" Pressure Vacuum Roof Vent

Drawn By: TMF

Date: 01/09/24

Checked By: JVR

DWG: 04d




## BOWL RIGGING COUPLING

### NOTE:

1. INSTALL COUPLINGS UNDER THE BOWL. COUPLINGS TO BE DIRECTLY ON THE CENTER POINT BETWEEN THE RISER AND EACH LEG, ONE COUPLING BETWEEN THE RISER AND EACH LEG.
2. INSTALL 4 COUPLINGS ON THE BOWL NEAR THE RISER EVENLY SPACED AND WITHIN 24" OF THE RISER.
3. THREADED CONNECTIONS ARE TO BE SEALED WITH PIPE JOINT COMPOUND (OATEY GREAT WHITE OR APPROVED EQUAL).
4. ENGINEER TO FIELD VERIFY LOCATION OF EACH COUPLING.

Note: Drawing not to scale.

	
Muskegon, MI 1,000,000 R.A Nims	
Bowl Rigging Couplings	
Drawn By: TMF	Date: 01/09/24
Checked By: JVR	DWG: 05



Tank Name: Nims 1,000,000 Gallon  
 Tank Location: Muskegon, MI  
 By: TMF  
 Date: 1/8/2024

**Vent Design Basis**

<p>18 in 254.5 in<sup>2</sup></p>	<p>D<sub>p</sub>, Diameter of Fill/Draw Pipe A<sub>p</sub>, Area of Fill/Draw Pipe</p>	$A_p = \frac{D_p^2 \cdot \pi}{4}$
<p>35.5 in 2 in 44%</p>	<p>D<sub>s</sub>, Diameter of Vent Screen b<sub>f</sub>, Width of Vent Screen Frame P, Percent Open Area of Screen Mesh</p>	
<p>1 342.9 in<sup>2</sup> <b>OK</b></p>	<p>n<sub>v</sub>, Number of Vents A<sub>s</sub>, Total Open Area Through Vent Screens</p>	$A_s = n_v \cdot P \cdot \left( \frac{(D_s - 2b_f)^2 \cdot \pi}{4} \right)$
<p>34.8%</p>	<p>Percentage Increase in Vent Area Over Fill/Draw Pipe Area</p>	$\frac{A_s - A_p}{A_p} \cdot 100$

R.A.



**FINISHES**  
**DIVISION 9**  
**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>
09 97 13	Steel Coating
09 97 13.10	Steel Coating Surface Preparation
09 97 13.24.11	Exterior Steel Coating – Three Coat Epoxy Urethane Overcoat
09 97 23.23.01	Concrete Foundation Coating – Two Coat Epoxy
	Muskegon Logo Guidelines

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## **SECTION 09 97 13** **STEEL COATING**

### **PART 1 – GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Painting of steel structures.
- B. Interior cleaning and disinfection.

#### **1.02 REFERENCES**

- A. AWWA Standards (latest versions):
  - 1. D102 – Painting Steel Water Storage Tanks.
  - 2. C652 – Disinfection of Water Storage Facilities.
  - 3. C655 – Field Dechlorination.
- B. NSF/ANSI (latest versions)
  - 1. NSF/ANSI 60/600 and 61/600.

#### **1.03 WORK INCLUDED**

- A. Exterior: Apply a three (3) coat epoxy urethane system.

#### **1.04 EXISTING COATING CONDITIONS**

- A. Exterior: Urethane system applied over a SSPC-SP6 commercial blast in 2004.
- B. Wet Interior: Epoxy system applied over a SSPC-SP10 near-white blast in 2015.

#### **1.05 OMISSIONS or INCIDENTAL ITEMS**

- A. It is the intent of these specifications to coat the structure for the purpose of corrosion protection on wet interior surfaces. It is the intent to coat the exterior for corrosion protection and aesthetics.
- B. Any minor or incidental items not specifically detailed in the schedule, but inherently a part of the work is included at no additional cost to the Owner.
- C. Engineer, as interpreter of the specifications, will determine if disputed items fall under this category. Prevailing custom and trade practices will be considered in this determination.

#### **1.06 PAINTER QUALIFICATIONS**

- A. The Contractor is to complete all coating and surface preparation.
- B. Painter is to be specialized in industrial or heavy commercial painting.
- C. ALL CONTRACTORS ARE TO BE PREQUALIFIED with Dixon Engineering for projects of this size and complexity.

## **1.07 SUBMITTALS**

- A. Submit the following with the annual prequalification:
  - 1. Occupational Safety and Health Programs and certification that all site personnel have been trained as required by law.
- B. Submit the following ten (10) days prior to the preconstruction meeting:
  - 1. Provide for employees one (1) copy of all data sheets at the job site for employee access.
  - 2. Provide an electronic copy to the Engineer.
  - 3. No work may commence without the complete filing. All SDS are to conform to requirements of SARA (EPCRA) Right-to-Know Act.
  - 4. Safety Data Sheets (SDS) and Product Data Sheets:
    - a. Furnish from all suppliers Safety Data Sheets and product data sheets for all applicable materials including but not limited to: coatings, thinners, additives, cleaners, caulking, degreasers, chlorine, abrasives, abrasive additives, and pretreatments.
  - 5. Fall Prevention Plan and Site-Specific Fall Hazard Evaluation:
    - a. Site specific plan to contain a description and/or generic drawing of the existing structure and appurtenances of this structure and reflect safety changes specified for this project.
    - b. Certifications for all spiders, scaffolding, stages, etc., to be used on the project. All certifications to be current, less than one (1) year old.
- C. Submit the following at the preconstruction meeting:
  - 1. Designated OSHA Competent Person and qualifications, if not previously submitted.
- D. Submit the following within two (2) weeks of project completion with final pay request:
  - 1. Waivers of lien.
  - 2. Copies of any formal worker safety or environmental citations received on the project.

## **1.08 OWNER RESPONSIBILITY**

- A. Drain the structure with seven (7) day notice after Contractor meets all precedent conditions of the contract.
- B. Fill the tank and draw samples and test after chlorination; responsibility for passing test results remains with the Contractor. Failing test results could result in added costs to Contractor, including re-chlorination, cost of water, plus possible liquidated damages.

### **1.09 DELIVERY and STORAGE of MATERIAL**

- A. Due to supply chain issues, the Owner reserves the right to require that the Contractor is to have all of the required coating for the project delivered to the site or to the Owner's storage facility prior to the tank being taken out-of-service and commencement of the project.
- B. Submit manufacturer's invoice, with or without paint cost, to the Engineer for review. This submittal will be used to identify the quantity of paint recommended by the manufacturer for a job of this size and design and will be used to check the quantity actually delivered to the project.
- C. Cover bulk materials subject to deterioration because of dampness, weather, or contamination, and protect while in storage.
- D. Maintain materials in original, sealed containers, unopened and with labels plainly indicating the manufacturer's name, brand, type, grade of material, and batch numbers.
- E. Remove from the work site containers that are broken, opened, water marked, and/or contain caked, lumpy, or otherwise damaged materials. They are unacceptable.
- F. Store the material in a climate controlled designated area where the temperature will not exceed the manufacturer's storage recommendations. Heat the storage area to the manufacturer's recommended minimum mixing temperature.
- G. Keep equipment stored outdoors from contact with the ground, away from areas subject to flooding, and covered with weatherproof plastic sheeting or tarpaulins.
- H. Store all painting materials in a location outside the structure.
- I. Do not store or have on-site unapproved material, material from different manufacturers, or materials from different projects.

### **1.10 ACCESS and RPR SAFETY**

- A. Provide access to all portions of the project where work is being completed. Access must be close enough and secure enough to allow the RPR to use equipment without extensions.
- B. Provide personnel to assist with access and to ensure Contractor's access equipment is safely used.
- C. Provide separate fall protection devices and safety lines for the Owner and observers. Limit fall to five vertical feet.
- D. New safety tie-off points have been added as part of this project, see Section 05 00 00 Metal Repairs. Do not rig equipment from these points. Provide separate fall protection cables and safety grabs for each tie-off point. The Contractor can install additional rigging couplings for staging. Coupling design for the additional couplings is to match those designed for safety lines.
  - 1. Tie-off points are located on the bowl for safety lines during exterior coating.

- E. These specifications require the Contractor to supply a separate fall protection cable and safety grab for each tie-off point for the observer's use. The Contractor is encouraged to provide a separate cable and tie-off for each worker. The cables may be connected to the same tie-off point as the RPR, but a separate cable and safety grab are required for each user.

#### **1.11 OBSERVATION and TESTING**

- A. Prior to the scheduled observation, remove all dust, spent abrasive, and foreign material from the surface to be coated.
- B. The Contractor is to furnish an instrument for measuring the wet film thickness, and also a calibrated instrument for measuring dry film thickness of each field coat of paint. The dry film thickness testing gauge to be the magnetic type as manufactured by Elcometer Co., or the Nordson Gauge Co.; spring loaded model with two percent (2%) accuracy margin over a range of one-to-twenty-one (1-100) mils or equal.
- C. The Engineer will furnish and operate observation equipment for their own use as quality assurance.
- D. Certify to the Owner that the specified paint has been applied at the paint manufacturer's recommended coverage, and to the specified thickness required. Also, certify that the paint has been applied in accordance with this contract.
- E. Take all necessary steps, including dry striping by brush or roller, to ensure a holiday-free coating system.
- F. The wet interior coating repairs are subject to low or high voltage holiday testing.
- G. The Owner and Engineer reserve the right to perform destructive testing under conditions deemed necessary. Testing may include, but is not limited to, the Tooke thickness test and adhesion testing. Any damage caused by these tests will be corrected to specifications at the Contractor's expense.

#### **1.12 CLIMATIC CONDITIONS**

- A. Do not apply paint when the temperature, as measured in the shade, is below the manufacturer's required ambient and surface temperatures.
- B. Do not apply paint to wet or damp surfaces, or during rain, snow, or fog.
- C. Do not apply paint when it is expected the relative humidity will exceed 85%, or the surface temperature is less than 5° F above dew point, or the air temperature will drop below the manufacturer's requirements for proper cure. Anticipate dew or moisture condensation, and if such conditions are prevalent, delay painting until the observer is satisfied the surfaces are dry.

### **1.13 APPLICATION**

- A. Complete all painting and surface preparation in strict accordance with these specifications, approved paint manufacturer's specifications, and good painting practices per SSPC.
- B. Apply each coating at the rate and in the manner specified by the manufacturer. Check the wet film thickness every 200 sq. ft. to ensure each coat applied meets the dry film thickness range requirements.
- C. Allow sufficient time for each coat of paint to dry and cure. Allow a minimum of twenty-four (24) hours between coats, unless product requirements have a maximum time less than 24 hours.
- D. Apply exterior coating by brush and roller only. Spray application is not permitted without prior approval of the Engineer. Even with prior approval, responsibility for damage to any property caused by spray application still remains with the Contractor.
- E. Coatings are to be applied using methods to eliminate roller or spray marks in the finished product on the exterior.
- F. Painting may be delayed because of poor coverage or the potential damage from overspray and/or dry spray. In all cases, responsibility for damages rests with the Contractor.
- G. The Contractor is responsible for the appearance of the finished project and is warned to prevent contact with any freshly applied coating. Removal of rigging is to be completed so not to mar or damage the coating.
- H. Additional coats required for coverage or to eliminate roller marks, spray marks and to repair dry spray and overspray are the responsibility of the Contractor at no additional cost to the Owner.
- I. Use of pole extension on spray guns is prohibited for all paint application.
- J. Mixing partial kits is not permitted. All partial cans of coating must be removed from the site.
- K. Mixing blades to be clean. The Engineer has the right to reject mixing blades based on cleanliness or paint build-up. Do not use the same mixing blade for different coatings (i.e., epoxy and urethane coatings).

### **1.14 PRESSURE RELIEF VALVES**

- A. Furnish two (2) pressure relief valves.
- B. The valves are to be Aquatrol series 69F1 manufactured by Aquatrol Valve Company, Inc. [www.aquatrol.com](http://www.aquatrol.com) 800-323-0688, or approved equal.
- C. Valves will need to be fitted with a hydrant thread adaptor. Valves to be adjustable with range a minimum of 30 to 90 psi. Set valve at 60 psi.
- D. Supply three (3) days prior to draining of the structure.
- E. After work on the structure and successful disinfection have been completed, the Owner will return the valves to the possession of the Contractor.

- F. Cost is incidental to the project.

## **PART 2 – PRODUCTS**

### **2.01 COLOR**

#### **A. Exterior Coatings:**

1. Supply the Engineer with a color chart to allow the Owner ample time for the exterior topcoat color selection.
2. Factory tint the intermediate coat(s) for all areas of the structure if similar to the finish coat. Tinting is to be sufficient to allow visibility of the dissimilar color from 1 ft., and from 100 ft.
3. The Owner is to select or verify the topcoat color at the preconstruction meeting.
  - a. All bids are to be based on “Tnemec White” color.

#### **B. Wet Interior Coatings:**

1. The color is to be a different tint between coats. Tinting to be performed in the factory. The final color is to be white, blue, or off-white as selected by the Owner. The topcoat color is to be verified at the preconstruction meeting.
2. Only colors approved by NSF 61/600 are to be used in the wet interior.

### **2.02 SUBSTITUTIONS**

- A. All coatings specified and approved herein have met or exceeded a specified list of ASTM standards. The materials specified are the standard to which all others are to be compared.
- B. The purpose is to establish a standard of design and quality, and not to limit competition.
- C. Manufacturers wishing to have their products approved are to have their coatings tested using the same test methods.
- D. Approval by ANSI/NSF Standard 61/600 is also a requirement for potable water contact coatings.
- E. The selection of coatings also has taken into consideration the manufacturer’s current and past performance on availability, stocking, and shipping capabilities, ability to resolve disputes, and any applicable warranties.

### **2.03 EQUIPMENT COVERING**

- A. Use material that is 8 – 10 mils thick, and 100% impermeable to all vulnerable equipment.
- B. Use material resistant to tear and/or rip by mechanical action from abrasive blasting during blasting operations.
- C. Make coverings airtight by use of duct tape at the openings, or other suitable measures.



- D. Meet with representative of equipment owners to verify covering will not damage equipment. Damage is the Contractor's responsibility. This includes not only the Owner's equipment, but also telecommunication antennas, cables, buildings, controls, etc.

### **PART 3 – EXECUTION**

#### **3.01 DISINFECTION**

- A. Disinfect the completely painted structure in accordance with AWWA Standard C652 Chlorination Method No. 3.
- B. Furnish the material and labor necessary to disinfect the structure in the required manner. Any chlorine products used are to be NSF 60/600 approved. Assist the Owner during filling and ensure that any manways are free of leaks after filling. The Contractor is to adjust the manways and replace gaskets as needed to ensure there are no leaks.
- C. Do not allow water to enter the distribution system until satisfactory bacteriological test results are received.
- D. The Owner is responsible for collecting two consecutive bacteriological samples, 24 hours apart, following disinfection. Satisfactory results are required before the tank can be returned to service.
- E. Water drained to waste may not contain any substances in concentrations that can adversely affect the natural environment. No total residual chlorine may be measured in water discharged to surface water. It is recommended that the water be dechlorinated per AWWA C655 Field Dechlorination.
- F. Pay all additional expenses if it is necessary to repeat the testing and disinfection procedure as a result of defective work.

#### **3.02 PROTECTION of NON-WORK AREAS**

- A. Protect all non-painted surfaces prior to all painting.
- B. Protect and seal all controls and electrical components (even if they are not in the immediate work area) that are in danger from the project. Coordinate with the Owner so all controls are shut down and/or vented if necessary.

#### **3.03 ANTENNA SYSTEM PROTECTION**

- A. There are twelve (12) antennas mounted on the roof, and six (6) on the balcony. The number of antennas listed are from the last known condition, the Contractor is to field verify number of antennas.
- B. There are cables routed from the ground up to the antennas with miscellaneous sensitive equipment mounted on the structure and control equipment/buildings located on the ground.

- C. Use material that is 100% impermeable to cover and protect all antennas, antenna cables, and antenna controls/buildings.
- D. Use material resistant to tear by mechanical action from abrasive blasting, power washing and coating application.
- E. Payment for damage to antennas, antenna cables, miscellaneous equipment and/or antenna controls/buildings is the responsibility of the Contractor.
- F. Contact the Owner of each set of antennas one (1) week prior to the beginning of construction. Name of antenna companies will be available at the preconstruction meeting.
- G. Antennas may remain in service during the project. The Contractor is responsible for their own RF safety. Contractor to provide a minimum of one RF monitor for employees on site for the duration of the project.

### **3.04 ANTENNA EQUIPMENT COATING**

- A. Antenna equipment is to be surface prepared and coated to match the exterior tank per these specifications including but not limited to: brackets and mounting poles.
- B. All previously coated items are to be coated per the exterior specifications. Any galvanized, stainless steel or other uncoated materials are to remain uncoated.
- C. Cable connections are to be removed during surface preparation and coating application. Temporary supports may be needed to hold the cables in place during the project. Reinstall the cable attachments or install new connections if the attachment is a zip-tie or electrical tape. Note that the antenna and any miscellaneous equipment attachment points are to remain in place throughout the project.
- D. Cost is incidental to the project.

### **3.05 HAND WASH FACILITY**

- A. Provide OSHA approved hand wash facility with running water. Hot water is not required.
- B. Stock facility with soap and towels and keep supply replenished.
- C. Test and dispose of the water properly after the project is completed.

### **3.06 LIGHTING of WORKSPACE**

- A. Provide durable lighting fixtures designed for the intended work environment for use during blasting, painting, and during all observations.
- B. Encase portable lamps in a non-conductive, shatterproof material. Use only heavily insulated cable with an abrasive resistant casing.
- C. Install all temporary electrical items in accordance with all local, state, and federal codes, including OSHA.
- D. Protect from paint overspray and damage from abrasive materials.

- E. Measure required illumination during surface preparation and coating application at the work surface. Supply 20 ft. candles minimum illumination during blasting and painting, and 30 ft. candles minimum prior to and during observation, per SSPC-Guide 12. Inspect the prepared surface at the higher illumination prior to calling for observation. All work must conform to specification requirements prior to the scheduled observation.
- F. Measure the illumination at the work surface in the plane of the work.

## **PART 4 – SPECIAL PROVISIONS**

### **4.01 SCHEDULING**

- A. Complete all welding and any other work that damages the coating before paint operations begin, including surface preparation. The exception is paint removal in the weld area.
- B. If Contractor wants a variance in this schedule, request the change and provide a reason in writing to the Owner. The Project Manager will reply with a written Field Order if the change is approved. The Engineer reserves the right to put further restrictions in Field Order. If the Contractor objects to restrictions, he may revert to the original specifications.

### **4.02 GRASS RESTORATION**

- A. The Contractor is to report any damaged ground at the construction site in writing prior to mobilization of equipment, otherwise all repairs to the damaged ground will be the responsibility of the Contractor.
- B. Refill all holes, ruts etc. with clean topsoil, and level area around the construction site to the original grade.
- C. Fill material to be clean soil, no gravel, rocks, or construction debris is to be used as fill material without the Owner's consent.
- D. Bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 in. – 4 in. Thoroughly break all lumps and clods.
- E. Rake area to be seeded. Sow seed at a minimum rate of 220 lbs./acre. Use seed intended for the climate.
- F. Work to be completed to the Owner's satisfaction.
- G. Cost is incidental to the project.

## **SECTION 09 97 13.10**

### **STEEL COATING SURFACE PREPARATION**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Power Tool Cleaning.
- B. High Pressure Water Cleaning.

##### **1.02 REFERENCES**

- A. AWWA Standards (latest version):
  - 1. D102 Painting Steel Water Storage Tanks.
- B. SSPC and NACE Standards (latest versions):
  - 1. SP11 – Power Tool Cleaning to Bare Metal.
  - 2. VIS 3 (Visual standard for hand and power tool cleaned metal).

##### **1.03 WORK INCLUDED – SURFACE PREPARATION**

- A. Exterior: High pressure water clean (5,000 to 10,000 psi), spot power tool clean to a SSPC-SP11 standard.

#### **PART 2 – PRODUCTS**

##### **2.01 EXTERIOR CLEANER**

- A. United 727 Weather-Zyme as manufactured by United Laboratories, 320 37<sup>th</sup> Ave., St. Charles, IL 60174 1-800-323-2594.

#### **PART 3 – EXECUTION**

##### **3.01 WET INTERIOR CLEANING**

- A. Low pressure water clean all surfaces and appurtenances at 4,000 psi to remove sediment, minerals, and other contaminants. Remove any remaining water.
- B. Staining may remain in place, the Engineer to approve cleanliness.
- C. The cost is incidental to the project.

##### **3.02 HIGH PRESSURE WATER CLEANING (SSPC-SP12/NACE No. 5) - EXTERIOR**

- A. Solvent clean all visible grease, oil, salt, algae, and residue in accordance with SSPC-SP1.
- B. High pressure water clean all exterior surfaces and appurtenances at 5,000 – 10,000 psi per SSPC-SP12/NACE No. 5 HP WC to remove all dirt, chalk, algae, other foreign material, and all brittle or loose coating and rust.

- C. Operational pressure will be determined by the Engineer based on field conditions.
- D. Maintain a water jet nozzle distance of 2 in. – 10 in. away from the surface.
- E. Hold the water jet nozzle with 0° - 15° tip perpendicular (90°) to the surface at all times.
- F. Only use machines rated at and capable of achieving and maintaining 10,000 psi. Use of a rotating/reciprocating nozzle during water cleaning is permitted but not to increase the pressure of a washer rated lower than required.
- G. Do NOT exceed a rate of 10 sq. ft./minute.
- H. The gauge measuring time of use must be operational on the unit, if not operational the Contractor may be shut down and/or deducted price for rental of an operational unit from the final payment.
- I. Feather all edges using power tools per this specification.
- J. SURFACES WITH AN EXISTING CLEAR COAT WILL REQUIRE SANDING. ALL CLEAR COAT REMAINING AFTER POWER WASHING IS TO BE SCARIFIED AND SHARP EDGES ARE TO BE REMOVED USING 30-60 GRIT PAPER. SCARIFY THE SURFACE PRIOR TO THE APPLICATION OF THE FIRST FULL COAT.

**3.03 POWER TOOL CLEAN (SSPC-SP11) - EXTERIOR**

- A. Solvent clean all visible grease, oil, salts, and residue.
- B. Power tool clean all surfaces and appurtenances to bare metal (SSPC-SP11) in areas where steel is exposed or rusted, or where coating is abraded.
- C. Retain or produce a surface profile. Surface profile is to be greater than 1.0 mil.
- D. Edges of adjacent coating is to be feathered a minimum of ½ in. from the exposed steel with 3M Scotch-Brite Clean'n Strip discs.

**SECTION 09 97 13.24.11**  
**EXTERIOR STEEL COATING – THREE COAT EPOXY URETHANE**  
**OVERCOAT**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Painting on the exterior.

**1.02 REFERENCES**

A. SSPC and NACE Standards:

- 1. PA1 – Paint Application.
- 2. NACE RP 0178 Surface Finish Requirements.

**1.03 WORK INCLUDED**

- A. Application of an epoxy urethane system.
- B. Application of lettering.

**PART 2 – PRODUCTS**

**2.01 EPOXY URETHANE OVERCOAT SYSTEM**

- A. The contractor is advised to follow all requirements for safety concerning isocyanates.
- B. Ultraviolet protection additives mixed at factory only. There will be no tinting or addition of any material other than the manufacturer's thinners.
- C. Approved suppliers and systems:

<u>Manufacturer</u>	<u>System</u>
Tnemec	V69(spot)/V69/1095/1094
Induron	PE-70 (spot)/PE-70/I-6600 Plus LV/I-6600 Plus LV
Sherwin Williams	646FC(spot)/646FC/Hi-Solids Poly-250/Hi-Solids Poly-250

**PART 3 – EXECUTION**

**3.01 EPOXY URETHANE OVERCOAT SYSTEM**

- A. Apply to all prepared surfaces a three (3) coat epoxy urethane system.
- B. Surface preparation is defined in Section 09 97 13.10.

C. Apply each coat at the following rates:

<u>Coat</u>	<u>Minimum</u>	<u>Maximum</u>
	<u>D.F.T. (mils)</u>	<u>D.F.T. (mils)</u>
Primer (spot)	2.0	3.0
Epoxy Intermediate	2.0	3.0
Urethane Intermediate	2.0	3.0
Topcoat	<u>2.0</u>	<u>3.0</u>
Total	8.0	12.0

D. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleedthrough should occur if proper application rates are observed.

E. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.

F. Allow a minimum of twenty-four (24) hours between coats. Additional time may be necessary if low temperatures require an increase in the necessary cure time.

### 3.02 LETTERING

A. Paint the name “Muskegon shorelinecity.com” in two (2) locations on the tank.

B. Paint the lettering the same size and style as the existing lettering, and place the lettering in the same locations. Verify size and document location(s) for application purposes.

C. Approved Fluoropolymer urethane coating system.

<u>Manufacturer</u>	<u>System</u>
Tnemec	V700
Induron	Perma-Gloss LV
Sherwin Williams	Fluorokem HS 100

D. Apply lettering coating at 2.0 to 3.0 mils.

E. Payment is a separate line item “Lettering” which the Owner reserves the right to delete.

### 3.03 LETTERING - ALTERNATE

A. Paint the name “WATCH MUSKEGON” in two (2) locations on the tank.

B. Paint the lettering per the attached guideline. Locations to match the existing but size will need to be determined with the Owner prior to application.

C. Approved Fluorourethane coating system.

<u>Manufacturer</u>	<u>System</u>
Tnemec	V700
Induron	Perma-Gloss LV
Sherwin Williams	Fluorokem HS 100

D. Apply lettering coating at 2.0 to 3.0 mils.

E. Payment is a separate line item “Lettering - Alternate” which the Owner reserves the right to delete.

**3.04 SCHEDULE of WORK**

A. Complete all exterior and interior welding prior to surface preparation.



**SECTION 09 97 23.23.01**

**CONCRETE FOUNDATION COATING – TWO COAT EPOXY**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Painting of the concrete foundations.

**1.02 REFERENCES**

- A. SSPC and NACE Standards:
  - 1. PA1 – Paint Application.
  - 2. PA2 – Measurements and Calibration.

**1.03 WORK INCLUDED**

- A. Application of an epoxy system.

**PART 2 – PRODUCTS**

**2.01 EPOXY SYSTEM**

- A. Approved suppliers and manufacturers:

<u>Manufacturer</u>	<u>System</u>
Tnemec	V69/V69
Induron	PE-70/PE-70
Sherwin Williams	646FC/646FC

**PART 3 – EXECUTION**

**3.01 EPOXY SYSTEM**

- A. Apply to all prepared areas a two (2) coat epoxy system.
- B. Remove soil 3” below grade around the entire foundation prior to coating, backfill once the topcoat is dry to the touch.
- C. Foundations to be water cleaned at 3,500 to 5,000 psi to remove all contaminants.
- D. Apply each coat at the following rates:

<u>Coat</u>	<u>Min. D.F.T. (mils)</u>	<u>Max. D.F.T. (mils)</u>
Primer	3.5	5.5
Topcoat	<u>3.5</u>	<u>5.5</u>
Total	7.0	11.0

- E. Allow the manufacturer’s minimum time between coatings.
- F. Cost is incidental to exterior painting.

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**WATCH MUSKEGON**<sup>TM</sup>

brand guide prepared by **revel** 

### Preferred Usage

Horizontal  
Full color type  
Dark blue background

Use this whenever possible.

The logo is displayed horizontally in a bold, sans-serif font. The word "WATCH" is in blue, "MUSKEGON" is in a mix of blue, orange, and green, and a small trademark symbol (TM) is at the end. The background is dark blue.

**WATCH MUSKEGON™**

### Alternate Usage

Vertical  
Full color type  
Dark blue background

For use when you don't have  
available horizontal space.  
Vertical banners for example.

The logo is displayed vertically in a bold, sans-serif font. The word "WATCH" is in blue, "MUSK" is in a mix of blue and orange, and "EGON" is in a mix of blue and green. A small trademark symbol (TM) is at the end. The background is dark blue.

**WATCH  
MUSK  
EGON™**



Alternate colorways

- A. Full color
- B. Full color on black
- C. Full color on white
- D. Grayscale on black
- E. Grayscale on white

The full color option (A) is preferred, but there may be situations that call for alternate colorways. The Watch Muskegon™ logo should only be used against these color backgrounds.

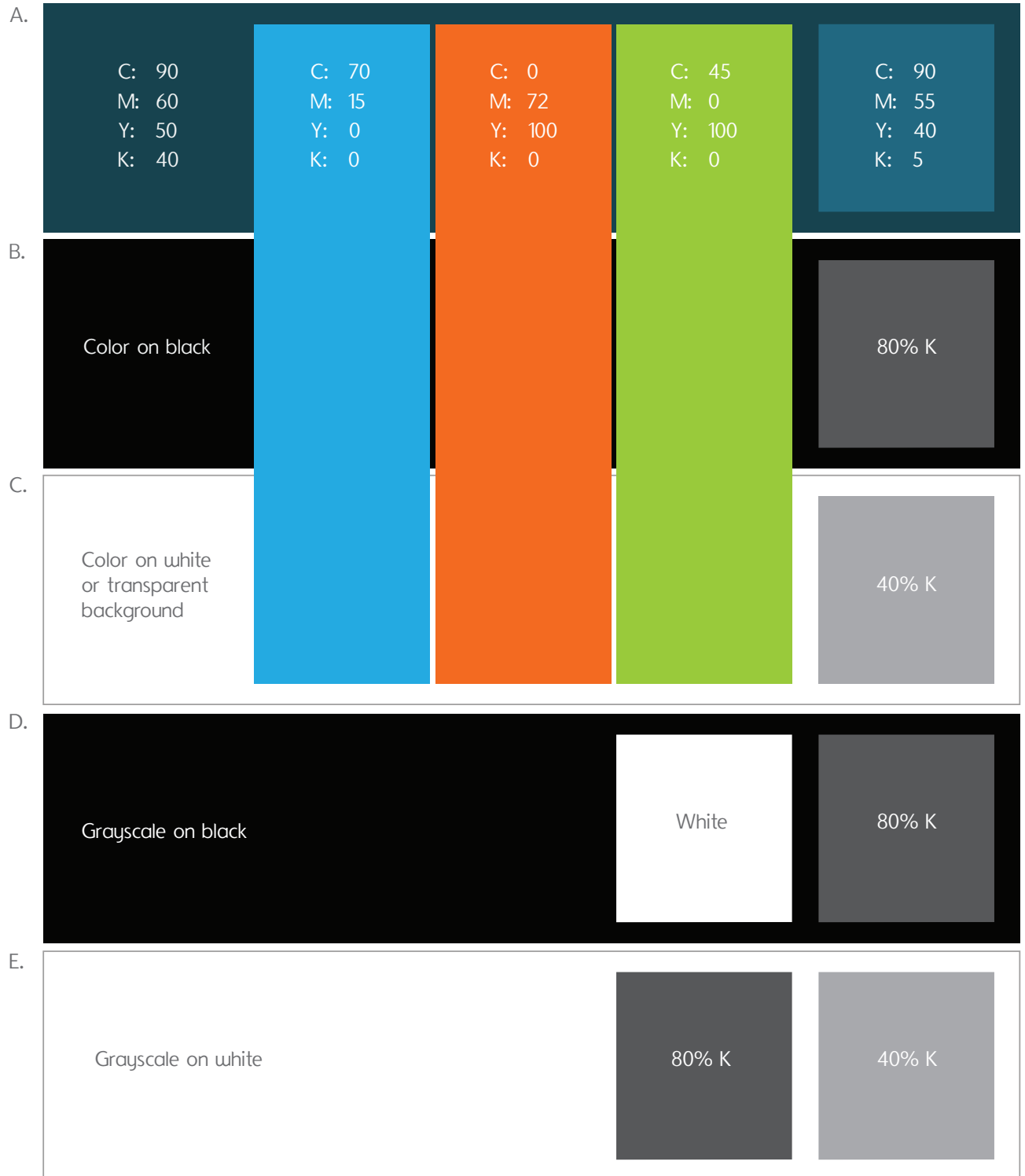
When used against a transparent background, such as window sticker, option C should be used.



## Colors

The Watch Muskegon™ logo colors vary slightly according to the color mode and the background color it's placed on.

- A. Full color on dark blue
- B. Full color on black
- C. Full color on white
- D. Grayscale on black
- E. Grayscale on white/transparent



## No-No's

To maintain the integrity and consistency of the Watch Muskegon™ brand, please don't do these things.



Do not use against conflicting color backgrounds.



Do not alter the chosen color palette.



Do not distort the logo.



Do not use the words "Watch Muskegon" without highlighting the words "Watch..Us...Go."



Do not use alternate fonts.

## Fonts

When possible, the Gotham font family should be used to remain consistent in brand material. Gotham Ultra should be used for callout areas like headlines.

When Gotham is not available, acceptable substitutions include Arial and Helvetica.

### **Gotham Ultra**

**ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz**

**0123456789**

### **Gotham Black**

**ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz**

**0123456789**

### Gotham Book

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz

0123456789



**MIXING**  
**DIVISION 13**  
**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>
13 32 12	Mixing System

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## **SECTION 13 32 12** **MIXING SYSTEM – GRIDBEE**

### **PART 1 – GENERAL**

#### **1.01 EQUIPMENT OVERVIEW**

- A. These specifications provide the requirements to furnish, install, and place into operation a potable water storage tank mixer and associated equipment.

#### **1.02 REFERENCES**

- A. Occupational Safety and Health Administration, OSHA
- B. Department of Transportation, DOT
- C. Underwires Laboratories Inc., UL 508
- D. NSF/ANSI Standard 61/600

#### **1.03 WORK INCLUDED**

- A. Install a complete mixing system including all wiring and attachments.
- B. Payment is a separate line item “Mixer” which the owner reserves the right to delete.

#### **1.04 QUALITY ASSURANCE**

- A. Continuous Operation Equipment. The circulation equipment shall operate continuously, all day and all night, using 120 VAC as the power source.
- B. No Visual Defects. The mixer shall have no visual defects, and shall have high quality welds, assembly, and corrosion resistant finish.
- C. Qualified US Manufacturer. The manufacturer of the equipment shall have extensive experience in the production of such equipment, and the equipment shall be manufactured in the continental United States.
- D. Warranty. The mixer shall be warranted to be free defects in materials and workmanship for a period of 5 years. This equipment warranty would run directly from the manufacturer of the equipment to the owner. The equipment warranty would not be part of the contract or any required bond.

#### **1.05 SUBMITTALS**

- A. Submit the following ten (10) days prior to the preconstruction meeting:
- B. Provide for employees one (1) copy of all data sheets at the job site for employee access.
- C. Provide an electronic copy to the Engineer.
- D. Submittals to include the following:
  - 1. Manufacture Qualification Document
  - 2. List of Supplied Equipment

3. Manufacturer Product Sheets
4. Electric Power Source Requirements
5. NSF/ANSI Standard 61/600 Documents
6. Warranty Statement
7. Operation Manuals

**1.06 FIELD SERVICES**

- A. Installation personnel shall have received job-specific safety training which is to include: working over water, disinfecting procedures, confined space entry, and fall protection.

**PART 2 – PRODUCT SPECIFICATIONS**

**2.01 MANUFACTURER**

- A. Specified Equipment. The circulation equipment shall be manufactured by IXOM Watercare Inc. [www.ixomwatercare.com](http://www.ixomwatercare.com) (866) 437-8076 or be a pre-approved alternative.

**2.02 PERFORMANCE AND FEATURES**

- A. Complete Water Circulation Required. To meet the project objectives, the tank or reservoir circulation shall be achieved by a single or multiple submerged units within the reservoir capable of providing long distance circulation of water. The mixer shall have a direct measurable flow rate where suction shall enter specified mixer’s intake positioned at the bottom of the tank and discharging water vertically in a sheet flow pattern to induce a large volume, low velocity flow to reach the tank or reservoir water surface. The mixer must be placement flexible in design to allow best hydraulic positioning for tank or reservoir conditions to prevent hydraulic short circuiting within tank or reservoir.

- B. Unit required to meet the project objectives including number of machines required.

Quantity	Model	Tank
1	GridBee GS-12 120V	1,000,000 gallon Radial Arm

- C. Complete Mix: The mixer manufacturer guarantees that the subject tank will be completely mixed by the mixer. In continuous operation of the mixer.
- (1) at least once per 24 hours all water temperatures within the tank shall converge to within 0.8 degrees C, and
  - (2) at least once per 72 hours all chlorine concentrations within the tank shall converge to within 0.18 mg/l.
- D. Fit Through Small Hatch Opening. The mixer shall be capable of fitting through a clear, unobstructed opening of 12” diameter without requiring disassembly or assembly.

- E. Continuous Operation With 120VAC, 20 Amp Power Source. The mixer shall operate continuously during day and night while connected to electric grid power.
- F. Stainless Steel Construction. The mixer shall be constructed primarily of Type 316 stainless steel metal for strength and superior corrosion resistance.
- G. Motor. The mixer shall be mechanically operated by a submersible motor that meets the following criteria.
  - 1. Direct Drive, with no gearbox and no lubrication maintenance required.
  - 2. Designed for submersible operation. Mixer design shall include flow sleeve or housing around motor to provide water flow past motor per submersible motor design criteria to lower the total motor temperature and increase winding life.
  - 3. Designed for Continuous Operation without overheating or compromising motor life expectancy. Constant, full speed operation, variable frequency drive or other method of speed reduction not required and not allowed.
  - 4. 120 VAC, 20 Amp power source shall be supplied by others and not the mixer manufacturer.
- H. SCADA and Controls. The mixer shall have the option to add an Electric Control Box including a motor current indicator in a 4-20mA analog output and remote on/off control via 24VDC relay.
- I. Electrical Control Box. The mixer equipment shall be supplied with a Control Box capable of disconnecting 120 VAC outgoing power to the mixer equipment and meeting the following criteria:
  - 1. NEMA 4X enclosure shall be provided with protection against condensation and moisture in a marine environment.
  - 2. Control Box shall be UL 508 Listed for sound electrical design and safety.
  - 3. Control Box shall include exterior mounted HOA switch, definite purpose contactor for mixer control, exterior display showing green run, red fault indication, and motor operating amperage, grounding lug, 120 VAC standard three-prong male molded plug, and locking latch for security.
  - 4. Control Box shall include dry contact output (Normally Open and Normally Closed) for run and fault indication, 4-20 mA analog output scaled signal for motor current, and HOA switch position auxiliary dry contacts. Control Box shall include a 24 VDC relay to allow for remote on and off control of the mixer. Integration of inputs/outputs to site PLC/RTU shall be provided by others and not by the mixer equipment manufacture.
  - 5. Control Box requires a 120 VAC power source, Minimum 20 Amp rated service located near the final placement of the Control Box. SCADA and control functions of the Control Box include 24 VDC power for automatic operation, run and fault indication, and 4-20 mA current output. The 120 VAC power source shall be supplied by others and not the mixer equipment manufacturer.

- J. Low Elevation Intake: The circulation equipment shall be supplied with an intake capable of being positioned at the lowest elevation of the tank or reservoir floor. The intake level shall bring water into the circulation equipment at horizontal layer within 6 inches (15 cm) of the tank or reservoir floor.
- K. The circulation equipment shall be NSF/ANSI Standard 61/600 and NSF/ANSI Standard 372 listed for safe contact with potable water. The mixer shall be NSF/ANSI Standard 61/600 listed to be safely in contact with a potable water volume as low as 5,000 gallons.
- L. Maintenance Requirements. The circulation equipment shall operate normally with the following maintenance features.
  - 1. No scheduled lubrication is required of any system components including motor.
  - 2. No spare parts shall be required to be kept on hand.
- M. Equipment Support. The mixer manufacturer shall offer factory support with the following staff and support services.
  - 1. Customer Service, Application Engineering, and Equipment Engineering staff available by email or toll-free phone.
  - 2. Public website with detailed information available describing the mixer for this project and related applications of this equipment into potable water tanks and reservoirs.
  - 3. Service plans for preventative maintenance and continued technology improvement for the specified mixer.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. The circulation equipment manufacturer shall have the capability to provide Installation, Start-up, and On-Site Water Testing Services to insure (a) proper machine spatial placement in the reservoir, and (b) proper intake depth setting.
- B. Contractor to provide conduit and electric service from the electrical panel (believed to be in the pit) up to the roof or utilize the existing conduit if available. All conduit to be rigid galvanized steel, stainless steel, or aluminum and continuous from ground to roof with no openings, the final 2-3 ft. of the connections at the rectifier and junction box can be non-metallic flexible conduit. Use state code for underground wire. Use HMWPE (High Moly) wire from the rectifier to and in the tank, all underground wiring (if needed) is to be inside PVC conduit. Seal any holes cut in the pit wall using grout to create a water-tight seal.
- C. Contractor to supply coupling and junction box on the roof with watertight seal for electric line and connection point next to the roof hatch for retrieval chain and electric line.

- D. The device is to be installed according to the manufacturer's recommendations with a weather tight seal on the roof.
- E. Mixer to be installed above the floor/bowl bottom (approximately 4 to 12 inches) using the manufacturer's suspension kit. Cut excess chain but leave approximately 8 ft. of extra chain at the roof for use during mixer removal.

### **3.02 MOUNTING PANEL**

- A. Construct a mounting panel for the mixer controls. Use (2) 8 ft. long, 2½ in. Schedule 40 galvanized steel pipe supports with threaded end caps.
- B. Dig (2) 8 in. holes 3 ft. down and 3 ft. on center, lay a prefabricated concrete base pad or a layer of concrete a minimum of 2 inches deep into the bottom of each hole and allow the concrete to harden. Set pipes into the ground and pour remaining concrete into the hole.
- C. Pour a 3 ft. by 4 ft. concrete pad 3.5 inches deep around the control panel. Pad top to be level with the surrounding ground.
- D. Use ultraviolet protected plastic deck boards for the panel. Panel to consist of four (4) boards for the panel spaced ½ in apart. Attach to the pipes using ¾ in. galvanized U-bolts, 4 per board.

### **3.03 ELECTRICAL SUPPLY**

- A. There is a 120-volt power available in the pit.
- B. Coordinate with owner and connect electrical source to the mixer controls.
- C. Bury all exterior wiring underground from electrical source to the mixer controls.

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# Appendix A

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## DWRF Standard Contract Language

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MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
Finance Division

## EQUIVALENCY PROJECTS CONTRACT BOILERPLATE LANGUAGE

### Instructions:

The following is the required standard contract language that must appear in bidding documents of Clean Water State Revolving Fund and Drinking Water State Revolving Fund equivalency projects. Determination of equivalent vs. non-equivalent projects is made on a yearly basis as indicated in the Intended Use Plan (IUP) and will be communicated by your EGLE project manager. If you are unsure whether your project is equivalent, consult with your EGLE project manager.

- **Domestic Preference Requirements**
  - All projects must comply with federal domestic preference requirements. For equivalency projects this means compliance with Build America, Buy America (BABA) requirements unless a waiver is received, then the project must comply with existing American Iron and Steel (AIS) requirements. Only either [BABA Contract Language](#) or [AIS Contract Language](#) should appear in the bidding documents, not both.
- [Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#)
- [Davis-Bacon and Related Acts/Prevailing Federal Wages](#)
- [Labor Standards Provisions for Federally Assisted Projects](#)
- [Disadvantaged Business Enterprise \(DBE\) Requirements](#)
- [Good Faith Efforts \(GFE\) Worksheet\\*](#)
- [Certification Regarding Debarment, Suspension, and Other Responsibility Matters\\*](#)

\*Bidders should note these sections contain instructions regarding forms/information that must be completed and included with any submitted bid.

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If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at [EGLE-NondiscriminationCC@Michigan.gov](mailto:EGLE-NondiscriminationCC@Michigan.gov) or 517-249-0906.

## **Build America, Buy America Contract Language**

The Contractor acknowledges to and for the benefit of the City of Muskegon (“Owner”) and the Michigan Department of Environment, Great Lakes, and Energy (the “Funding Authority”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

## Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor acknowledges to and for the benefit of the City of Muskegon (the “Owner”) and the Michigan Department of Environment, Great Lakes, and Energy (the “Funding Authority”) that it understands:

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of the U.S. Environmental Protection Agency (or EPA)’s financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend, or renew a contract to procure or obtain,
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

## **Davis-Bacon and Related Acts/Prevailing Federal Wages**

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. The "Contracting Agency" or "Contracting Officer" for Davis-Bacon Wage Decision posters on jobsites is the loan applicant/bond issuer. A copy of the Labor Standards Provisions for Federally Assisted Projects is included and is hereby a part of this contract.

"General Decision Number: MI20240067 01/05/2024

Superseded General Decision Number: MI20230067

State: Michigan

Construction Type: Heavy

County: Muskegon County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

CARP0100-009 06/01/2023

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 27.63	20.93

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 ELEC0275-001 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 34.41	9.27+28%

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 ENGI0325-016 09/01/2023

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.27	25.25
GROUP 2.....	\$ 34.38	25.25
GROUP 3.....	\$ 33.88	25.25
GROUP 4.....	\$ 33.60	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Boring Machine, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)



GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

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ENGI0326-009 06/01/2023

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.53	25.25
GROUP 2.....	\$ 37.82	25.25
GROUP 3.....	\$ 37.82	25.25
GROUP 4.....	\$ 31.96	25.25

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Swing Boom Truck Operator over 12 tons-\$.50 per hour

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Boring Machine; Roller; Scraper; Tractor; Trencher

GROUP 2: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 3: Boom truck (non-swinging)

GROUP 4: Fork Truck (20' lift and under for masonry work)

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IRON0025-011 06/01/2023

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 31.43	34.77
IRONWORKER (STRUCTURAL).....	\$ 34.85	38.44

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LAB00334-006 09/01/2022

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 22.42	12.95
(2) Mason Tender- Cement/Concrete.....	\$ 22.55	12.95
(4) Grade Checker.....	\$ 22.73	12.95

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LAB00355-019 06/01/2022

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete.....	\$ 26.70	12.95

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PAIN0845-017 05/21/2014

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 21.89	11.85

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PLAS0016-017 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 21.15	12.78

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PLUM0174-003 07/01/2022

	Rates	Fringes
PLUMBER.....	\$ 39.80	23.82

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TEAM0007-010 06/01/2023

	Rates	Fringes
TRUCK DRIVER		
Lowboy/Semi-Trailer Truck....	\$ 31.55	.75 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

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SUMI2010-065 11/09/2010

	Rates	Fringes
LABORER: Landscape.....	\$ 12.21 **	1.96
LABORER: Pipelayer.....	\$ 15.54 **	4.16
OPERATOR: Backhoe/Excavator.....	\$ 20.94	8.15
OPERATOR: Bulldozer.....	\$ 20.48	6.14
OPERATOR: Crane.....	\$ 18.50	5.10
OPERATOR: Grader/Blade.....	\$ 16.64 **	0.00
OPERATOR: Loader.....	\$ 17.52	5.51
TRUCK DRIVER: Dump Truck.....	\$ 17.00 **	5.71
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69
TRUCK DRIVER: Tractor Haul Truck.....	\$ 16.50 **	4.89

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

## Labor Standards Provisions for Federally Assisted Projects - 29 CFR Part 5

### §5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 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. 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 paragraph (a)(1)(iv) 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 Sec. 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 (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) 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 be easily seen by the workers.

(ii)(A) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.
- (C) 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 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.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall 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.
- (iii) 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 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.
- (iv) 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, 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.
- (2) *Withholding.* The **(write in name of Federal Agency or the loan or grant recipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by 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 the



work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, 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.

- (3) *Payrolls and basic records.* (i) 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found 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 cost 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.
- (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [dol.gov/agencies/whd/government-contracts/construction/forms](https://dol.gov/agencies/whd/government-contracts/construction/forms) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) 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 provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 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.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Michigan Department of Environment, Great Lakes, and Energy or the Department of Labor, 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 Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as maybe 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 pursuant to 29 CFR 5.12.
- (4) *Apprentices and trainees-* (i) 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 jobsite 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

- (ii) Trainees. Except as provided in 29 CFR 5.16, 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 Administrator of the Wage and Hour Division 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.
- (iii) 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.
- (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.

- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.
- (9) *Disputes concerning labor standards.* 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 29CFR 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.* (i) By entering into this contract, 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).
- (ii) No part of this contract 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).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.
- (b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any 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 Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen 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.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 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 (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The ***(write in the name of the Federal agency or the loan or grant recipient)*** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec.5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Michigan Department of Environment, Great Lakes, and Energy and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## Disadvantaged Business Enterprises (DBE) Requirements

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts (GFE), as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Place DBEs on solicitation lists and solicit DBEs whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Arrange timeframes for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. The DBEs should be given a minimum of 5 days to respond to the posting.
3. Consider in the contracting process whether firms competing for large contracts can be subcontracted with DBEs. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets, along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal. EPA form 6100-2 must also be provided at the pre-bid meeting. A copy of this form is available on the Forms and Guidance page of the EGLE Water Infrastructure Financing Section website.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor and employ the Good Faith Efforts if soliciting a replacement contractor.
3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.
4. The prime contractor must employ the Good Faith Efforts.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

**Good Faith Efforts Worksheet**

Bidder: \_\_\_\_\_

Subcontract Area of Work (one per worksheet): \_\_\_\_\_

*Outreach Goal:* Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Type of Contract	Date of Contract	Price Quote Received	Accepted or Rejected	If rejected, explain why

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): \_\_\_\_\_  
 (Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

## Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet

1. Separate worksheets must be provided for each area of work to be subcontracted out. This includes both major and minor subcontracts.
2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as email, letter, or fax for each area of work to be subcontracted out. Copies of the solicitation letters/emails and fax confirmation sheets must be provided with the worksheet.
3. If less than three (3) DBEs exist statewide for the area of work, then provide documentation that other DBE resources were consulted. This may include the MDOT and [www.sam.gov](http://www.sam.gov) registries and an advertisement in a publication. A printout of the website searched (conducted prior to the end of the bid period) must be submitted.
4. Posting solicitations for quotes/proposals from DBEs on the MITA website ([www.mitadbe.com](http://www.mitadbe.com)) is highly recommended to facilitate participation in the competitive process whenever possible. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the Good Faith Efforts worksheet, if used, or a printout of the resulting quotes posted to the MITA website can be submitted with this form as supporting documentation.
5. If the area of work is so specialized that no DBEs exist, then an explanation is required to support that conclusion, including the documentation required in No. 3 above.
6. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bid period and that sufficient time was given for the DBE to return a quote.
7. Each DBE firm's price quote must be identified if one was received, or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.
8. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.
9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:
  - Follow-up emails, faxes, or letters.
  - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.



## Disadvantaged Business Enterprise (DBE) and Good Faith Efforts (GFE) Requirements Frequently Asked Questions Regarding Contractor Compliance

**Q:** What is the Good Faith Efforts Worksheet and how is it completed?

**A:** The worksheet captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate GFE Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany the worksheet that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.

**Q:** Can non-certified DBEs be used?

**A:** While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state, and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.

**Q:** How does a DBE get certified?

**A:** Applications to be certified by MDOT can be found at

[mdotjboss.state.mi.us/MUCPWeb/eligibilityRequirements.htm](http://mdotjboss.state.mi.us/MUCPWeb/eligibilityRequirements.htm)

To register with the U.S. Small Business Association visit [sba.gov/federal-contracting/contracting-assistance-programs/small-disadvantaged-business](http://sba.gov/federal-contracting/contracting-assistance-programs/small-disadvantaged-business)

To be certified by EPA, a DBE must first have sought certification through SBA, MDOT, or a tribal, state, or local organization and be unsuccessful in that attempt.

**Q:** If a bidder follows the MDOT DBE requirements, will the bidder comply with the SRF DBE requirements?

**A:** No. Federally funded highway projects utilize DBE goals, which require a certain percentage of work be performed by DBE subcontractors. For SRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. There is no required DBE participation percentage contract goal for the SRF. However, if the SRF project is part of a joint project with MDOT, the project can be excluded from SRF DBE requirements (i.e., the Good Faith Efforts Worksheet is not required) as it would be difficult to comply with both programs' requirements.

**Q:** Should the Good Faith Efforts Worksheet and supporting documentation be submitted with bid proposals?

**A:** Yes. This is a requirement to document that the contractor has complied with the DBE requirements and GFE. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meeting. Failure to show that the Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.

**Q:** What kinds of documentation should a contractor provide to document solicitation efforts?

**A:** Documentation can include fax confirmation sheets, copies of solicitation letters/emails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.

**Q:** What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be a cause to determine that the bidder is non-responsive?

**A:** While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.

**Q:** How much time will compliance with GFE require in terms of structuring an adequate bidding period?

**A:** Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.

**Q:** How does a contractor locate certified DBEs?

**A:** MDOT has a directory of all Michigan certified entities located at [mdotjboss.state.mi.us/MUCPWeb/](http://mdotjboss.state.mi.us/MUCPWeb/). Additionally, the federal System for Award Management (SAM) is another place to search and can be found at [sam.gov](http://sam.gov). SAM contains information from the former Central Contractor Registration (CCR) database.

**Q:** If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?

**A:** The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.

**Q:** If the prime contractor is a DBE, does he have to solicit DBE subcontractors?

**A:** Yes, the DBE requirements still apply if the prime intends to subcontract work out. GFE must be used to solicit DBEs.

**Q:** If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?

**A:** Copies of printouts from MDOT and SAM showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate if the dates on the printouts are prior to the bid or proposal closing date.

# MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prime contractor must provide a completed *Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form* with its bid or proposal package to the owner.

The prospective 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 participation in transactions under federal non-procurement programs by any federal department or agency.
- (2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

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Name and Title of Authorized Representative

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Name of Participant Agency or Firm

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Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

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# INVESTING IN AMERICA

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## Investing In America Signage Guidelines

The Bipartisan Infrastructure Law

The CHIPS and Science Act

The Inflation Reduction Act

The American Rescue Plan



## Guidelines for Logo Applications

The purpose of this document is to provide general guidelines for signs displayed at project sites for projects funded under the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), the CHIPS and Science Act, the Inflation Reduction Act, the American Rescue Plan, and other Federally-funded projects as appropriate. The first part of this document pertains to signs for Federally-funded projects that are not installed in the highway right-of-way. For highway signage guidance that is MUTCD compliant please see pages 13 and 14. For all other signs please start here. This document provides information about the Investing In America logo mark as well as how logos, marks and seals of states, cities, and counties can be incorporated into signage. Logos of contractors are not permitted on the signage. When logos are included in signage, the placement should conform to these brand guidelines.

## Variations and Usage

There is one approved mark associated with the Investing In America logo. To preserve the integrity of the Investing In America logo mark, make sure to apply them correctly. Altering, distorting, or recreating the 'marks' in any way weakens the power of the image and what it represents. Layout and design of signs and communication materials will vary, so care must be taken when applying the logo mark.

## Primary Logo Mark

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# INVESTING IN AMERICA

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## Colors

The colors, graphics, and fonts used should conform to graphic standards.

COLOR	CMYK	RGB	HEX	PMS
 <b>Blue</b>	83, 48, 0, 48	22 / 68 / 132	#164484	PMS 7687 C
 <b>Red</b>	0, 100, 81, 0	255 / 0 / 49	#FF0031	PMS 185 C
 <b>White</b>	2, 2, 0, 3	242 / 244 / 248	#F2F4F8	Bright White

Logos



White background: logo in red and blue



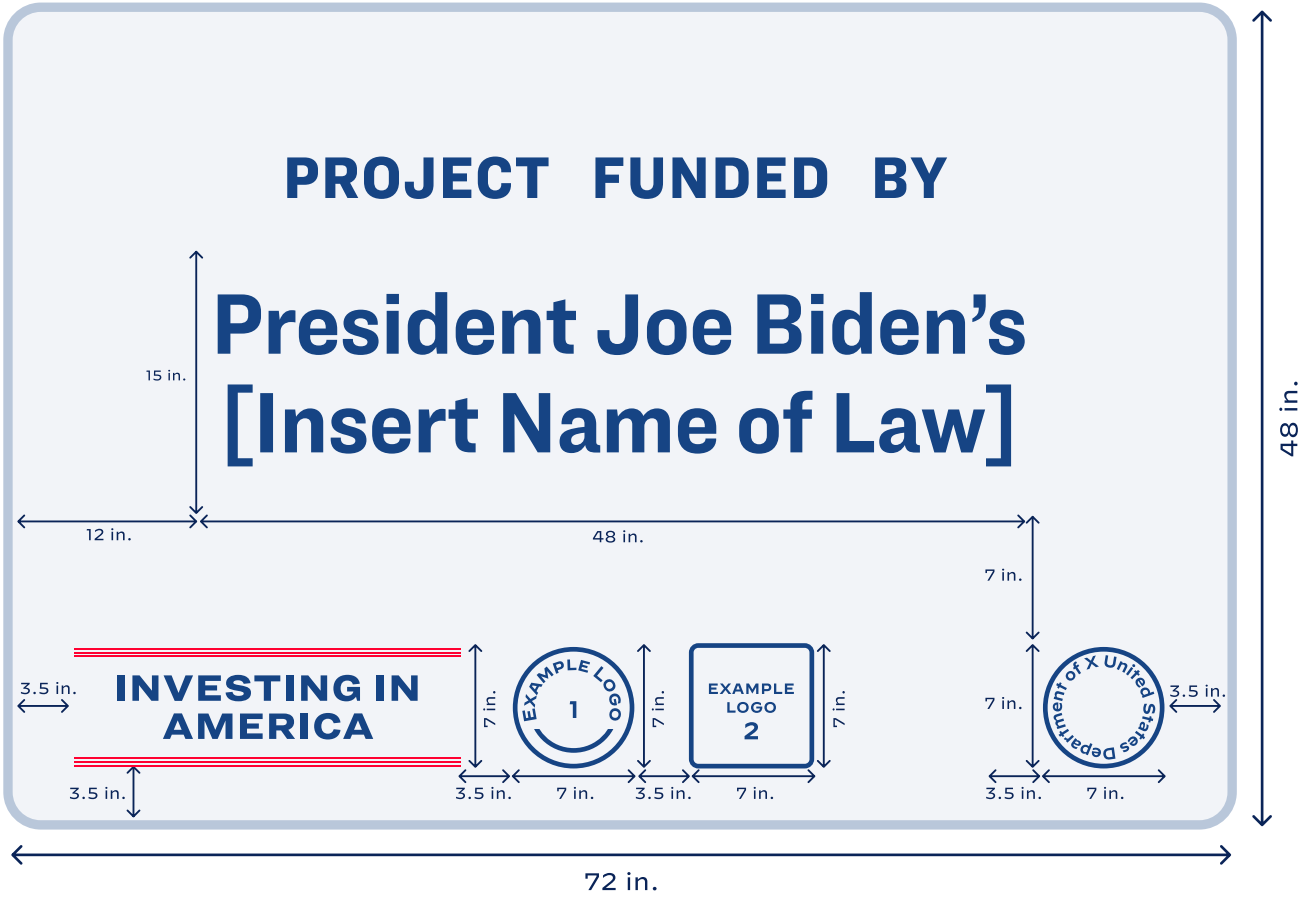
Gray background: logo in red and blue



Blue background: logo in all white

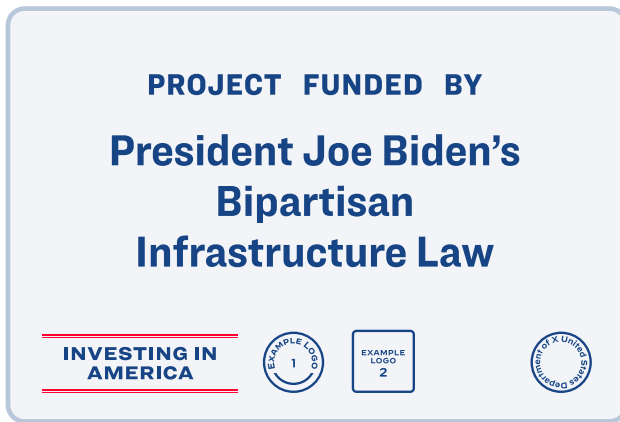


# Investing In America General Guidelines for Logo Applications

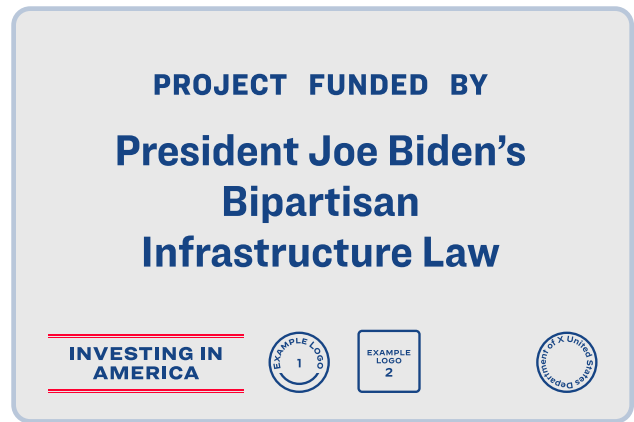


## Sign Colors

### 1. The Bipartisan Infrastructure Law



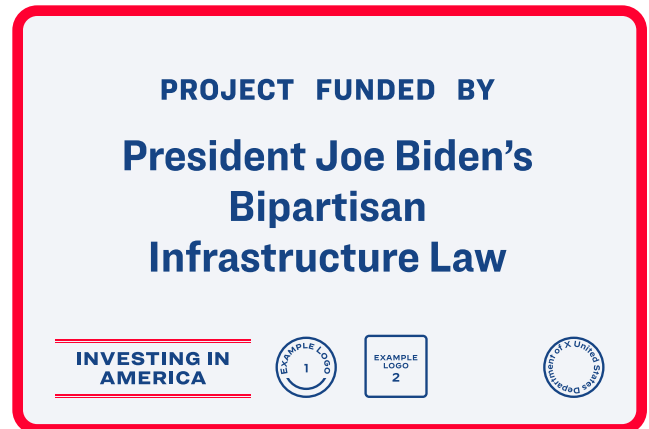
White



Gray



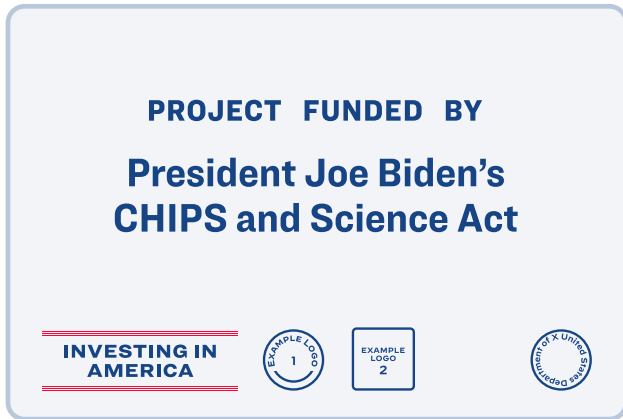
Blue



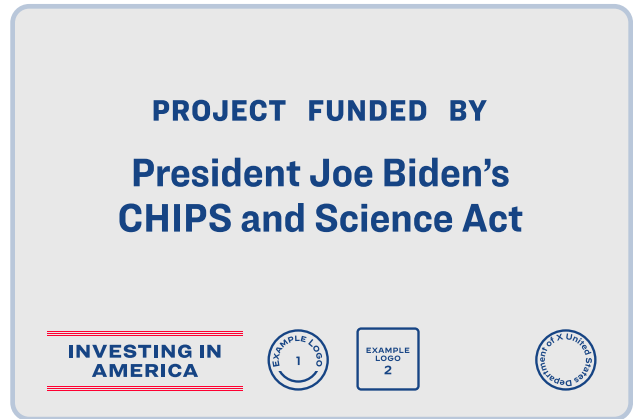
Red Border

# Sign Colors

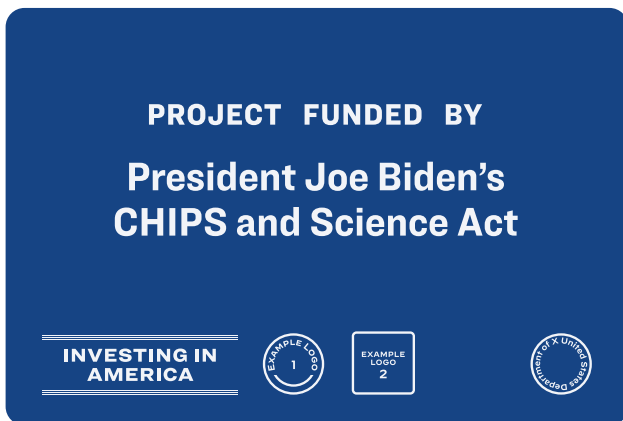
## 2. The CHIPS and Science Act



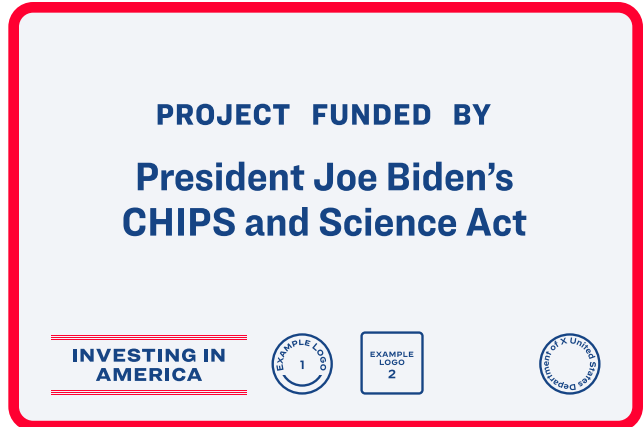
White



Gray



Blue



Red Border

## Sign Colors

### 3. The Inflation Reduction Act



White



Gray



Blue



Red Border

## Sign Colors

### 4. The American Rescue Plan



White



Gray



Blue



Red Border

## State, City, and County Logo Variations



Square or Circular State Logo: 7x7 in.



Rectangular or Oval State Logo: **not** to exceed 17.5 x 7 in.

### 3 Logo Samples



Circular City Logo 7 x 7 in. State rectangular logo should **not** exceed 17.5 x 7 in.



Rectangular State Logo: **not** to exceed 17.5 x 7 in.

## 2 Logo Samples



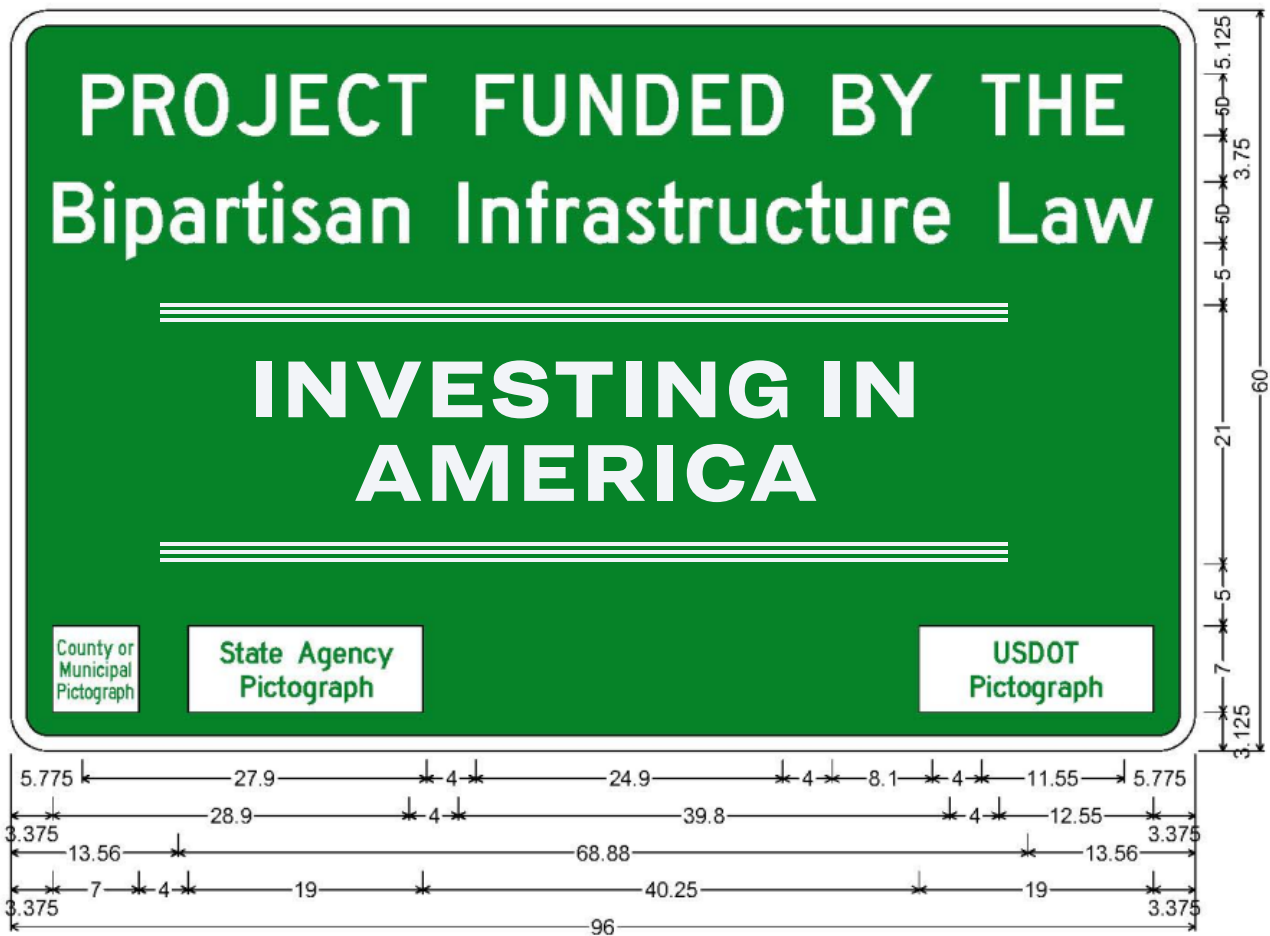
Circular State Logo: 7 x 7 in.



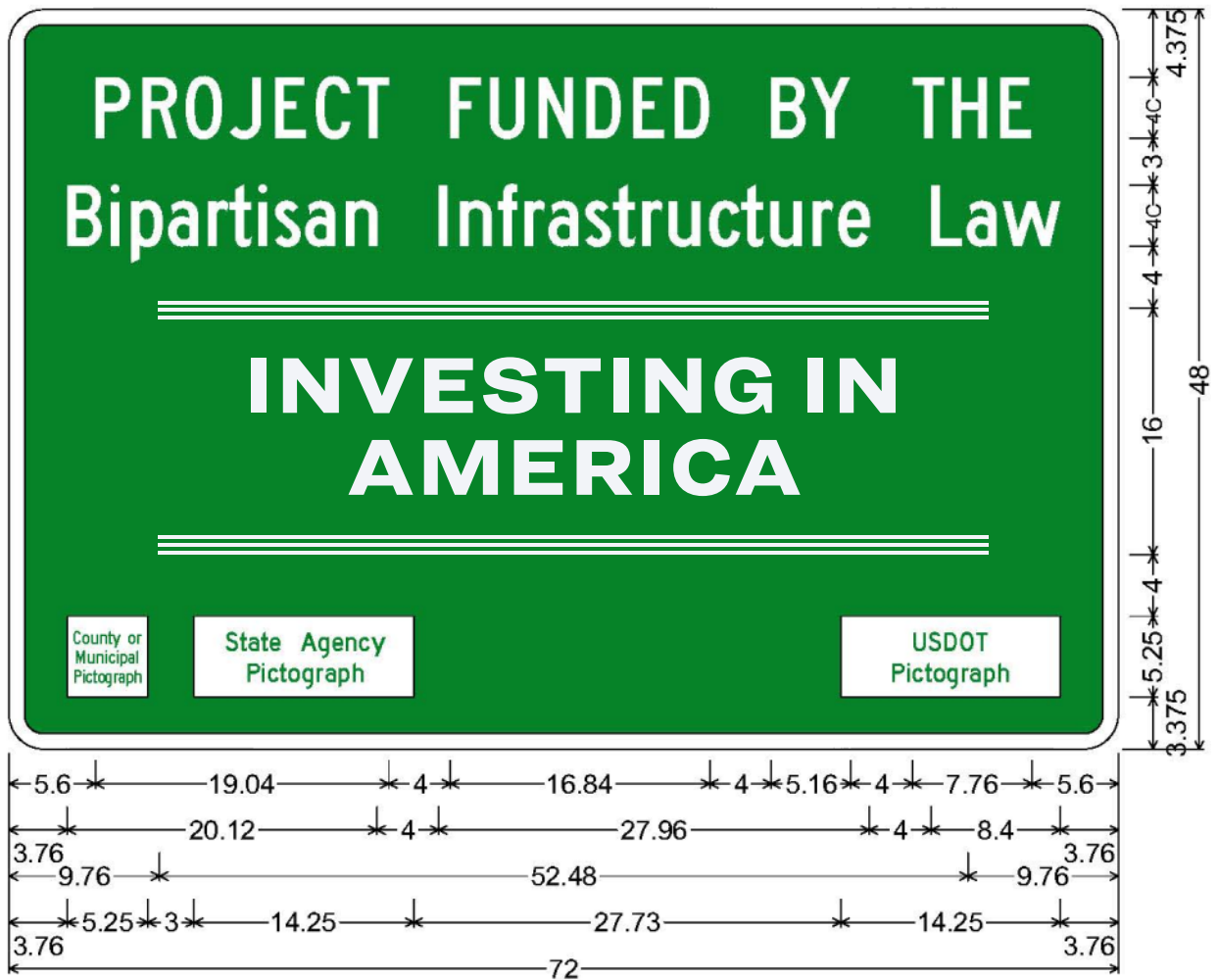
Rectangular State Logo: **not** to exceed 17.5 x 7 in.



## Rules for Highway Right of Way Signage 8 Feet



## Rules for Highway Right of Way Signage 6 Feet



*Project Name: Nims Elevated Storage Tank Improvements*  
*Project Number: 2240217*

## **Appendix B**

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### **Dixon Engineering Inspection Report Excerpts**

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# **Dixon Engineering, Inc.**

Maintenance Inspection  
1,000,000 Gallon Radial Arm  
(Nims)

Muskegon, Michigan

Inspection Performed: June 13, 2019  
Reviewed by Joseph T. Hoban, P.E.: September 29, 2019

**Dixon Engineering Inc.**  
1104 Third Ave. Lake Odessa, MI 48849

Phone (616) 374-3221  
Fax (616) 374-7116  
<http://www.dixonengineering.net>  
[dixon@dixonengineering.net](mailto:dixon@dixonengineering.net)

## **CONCLUSIONS:**

1. The exterior coating is a urethane system. The coating is in good condition overall. Coating deterioration includes spot failures to the substrate with rust undercutting, topcoat delamination, and rust bleedthrough. There are only a few minor coating failures throughout.
2. The wet interior coating is an epoxy system. The coating is in good condition with no significant failures.

## **RECOMMENDATIONS:**

Complete the recommended work within the next one to two years. The coating work is the greatest cost and largest part of the recommendations. The repairs and upgrades should be completed during the next major tank rehabilitation project when coating repairs are made.

1. High pressure water clean and overcoat the exterior with a urethane system. The estimated cost is \$220,000.
2. Continue to maintain the cathodic protection system. The cost would be dependent on your contract with your cathodic vendor.
3. Recoat the foundations to help prevent deterioration. The cost would be incidental to exterior painting.
4. Drill drainage holes in the balcony. The cost would be incidental to exterior painting.
5. Install rigging couplings on the bowl. The cost would be incidental to the next painting project.
6. Install a screened flap gate at the overflow pipe discharge. The estimated cost is \$2,000.
7. Replace the roof vent with a new frost-free pressure vacuum vent. The estimated cost is \$6,000.
8. Replace the sidewall/roof ladder with a vertical ladder and a step-off platform. The estimated cost is \$12,000.

## **A DISCUSSION ON RESCUE AND RETRIEVAL OPERATIONS FROM ELEVATED LEG STORAGE TANKS**

A series of accidents involving falls from or in water tanks has highlighted inadequacies in water tower design and a potentially greater problem. The rescue may be more dangerous, with potential for more loss of life or injury, than the original accident. Contractors and engineers are responsible for their own employees, but even with safety training and proper equipment, accidents can occur. Most rescue squads are local or neighboring fire departments, with some departments having more practice than others. Water storage tanks are designed to store water and are not suited for rescue or retrieval convenience. This discussion is offered as a starting point. We recommend that you meet with your rescue personnel and draft a rescue plan. A copy of the plan should be kept at the tank and with the rescue crew.

OSHA may soon require 30 inch manways and hatches with fall prevention on all ladders. Dixon Engineering has always objected to replacement of ladders especially on retrofit of existing tanks as new regulations are passed on a relatively frequent basis. We recommend the changes for the convenience and safety of your employees, rescue personnel, and others working on the structure. As far as we know, none of these conversion items recommended are required or mandated by any government agency for retrofits.

DIXON recommends these changes be made during the next major tank coating project.

### RETRIEVAL FROM INTERIOR:

#### Current Access:

The roof is accessed from the leg ladder and the sidewall/roof ladder. There is a ladder in the wet interior from the roof hatch to the bowl area. All ladders are equipped with fall prevention devices. There is a 30 inch wet interior roof hatch and a 30 inch manway in the bottom of the riser for access into the wet interior. There is a grate over the top of the riser in the wet interior. There is a handrail on the exterior roof.

#### Rescue Procedure:

1. Retrieval down through the riser is usually the safest method. Rescue personnel would gain access to the roof using the existing leg ladder and the new sidewall ladder with step-off platform. Rescue personnel would enter the tank through the 30 inch roof hatch. The crew would access the bowl using the wet interior ladder equipped with fall prevention devices.

2. The crew would remove the new vent from the top center of the tank and attach a winch or pulley system to a tripod set-up over the opening. On the roof, personnel would be working from inside the security of a roof railing around the center attachment area and the roof hatch.
3. The crew would lower the rescue basket down the riser and out the existing 30 inch diameter manway at the bottom.

Modifications Necessary (As stated in the recommendations):

1. Install a new sidewall ladder with a step-off platform.

Equipment:

Winch or pulley system and a tripod  
Tag line  
Rescue basket



**COST SUMMARY:**

Exterior overcoat	\$220,000
Overflow flap gate	2,000
Frost-free roof vent	6,000
Roof step-off platform with sidewall ladder	<u>12,000</u>
Sub Total	\$240,000
Engineering and Contingencies	<u>\$48,000</u>
Total	\$288,000

## **INSPECTION:**

On June 13, 2019 Dixon Engineering Inc. performed a maintenance inspection on the 1,000,000 gallon radial arm (Nims) elevated water storage tank owned by the City of Muskegon, Michigan. Purposes of the inspection were to evaluate the interior and exterior coating's performance and life expectancy, assess the condition of metal surfaces and appurtenances, review safety and health aspects, and make budgetary recommendations for continued maintenance of the tank. All recommendations with budgeting estimates for repairs are incorporated in this report.

The inspection was performed by Kyle Lay, Engineering Technician. The inspector was assisted by Paul Moore, Staff Technician. Scheduling and arrangements for the inspection were completed through Burt Straley. The tank was drained for the inspection but no cleaning was performed and we did not have access to the bottom of the riser.

## **GENERAL INFORMATION:**

The tank has an estimated height to high-water level of 125 feet. The original construction date is unknown.

## **CONDITIONS AND RECOMMENDATIONS:**

### **EXTERIOR COATING CONDITIONS:**

Information on file with DIXON indicates that the exterior was repainted in 2004. The exterior was abrasive blast cleaned to SSPC-SP6 commercial condition. The coating applied was a urethane system.

The coating is in good condition overall. The coating is beginning to chalk and fade and there is loss of gloss. Surfaces have faded due to exposure to ultraviolet light which is a normal occurrence for an exterior coating system.

The riser and leg coating is in good condition with a few minor failures. Primary methods of deterioration are spot failures to the substrate on the baseplate.

The bowl coating is in good condition with a few minor failures. Primary method of deterioration is spot failures to the substrate at the weld seams.

Coating on the top of the balcony is in fair condition with a few failures. Primary methods of deterioration is spot failures to the substrate with rust undercutting.

The sidewall and roof coating is in good condition with a few failures. Primary methods of deterioration are spot failures to the substrate with rust undercutting and topcoat delamination.

There is lettering that states "Muskegon" and "shorelinecity.com" on the sidewall in two locations each.

Good adhesion was noted on the ASTM X-cut test area on the riser with trace loss of topcoat to the intermediate coat. Poor adhesion was noted on the roof with significant loss of topcoat to the intermediate coat. If overcoating is not performed within the next two years, additional adhesion testing should be performed.

Coating samples were taken during the inspection and tested for heavy metals. The coating was tested at 0.0098 percent (98 ppm) lead by weight and 0.0027 percent (27 ppm) chromium by weight. These are trace levels that should not generate a hazardous waste during future abrasive blast cleaning.

#### **EXTERIOR COATING RECOMMENDATIONS:**

Budget for overcoating in one to two years. The typical overcoat frequency for modern urethane systems is 15 years. There is always a risk in overcoating the exterior, but we have had several successful projects when performed in the timeframe noted. The risk of poor adhesion of the overcoat system gets higher as the existing system gets older. Current adhesion showed the existing coating would support an additional coating system with special attention paid during surface preparation on the roof.

The recommended procedure is to high pressure water clean (5,000-10,000 psi) the exterior to remove any poorly adhered coating and any contaminants. Coating failures to the substrate would be spot power tool cleaned to bare metal (SSPC-SP11) condition. All sharp edges would be feathered into the surrounding coating.

The coating system would consist of a spot prime coat on the bare metal, a full coat of epoxy, followed by two full coats of urethane. The urethane system offers excellent abrasion resistance with high gloss and sheen retention. The expected life of this system is fifteen years. The system can be overcoated again in fifteen years extending the total life of the coating to approximately forty-five years before total removal would be necessary. The tank would be removed from service during the coating project. This is necessary to reduce condensation on the tank's surface. Urethane coatings have a minimum temperature requirement for application and are sensitive to moisture during the curing process. If moisture is present during the curing process, the appearance will become cloudy with little or no gloss. The estimated cost is \$220,000.

### **WET INTERIOR COATING CONDITIONS:**

Information on file with DIXON indicated the wet interior was repainted in 2015. The wet interior was abrasive blast cleaned to SSPC-SP10 near-white condition. The coating applied was an epoxy system.

The coating is in good condition with no significant failures. The surfaces below the normal operating water level are covered with mineral staining, which does not affect the integrity of the coating system.

### **CATHODIC PROTECTION CONDITIONS:**

The tank has an impressed current ice-free cathodic protection system that is in good condition. Surfaces below the high-water level are protected by the submerged system that is suspended from the sidewall above the bowl with a section through the riser. The supporting ropes, arms and anode wires are in good condition with no visible damage.

### **CATHODIC PROTECTION RECOMMENDATIONS:**

Continue to maintain the cathodic protection system. The cost would be dependent on your contract with your cathodic vendor.

### **PIT PIPING CONDITIONS:**

There is a pit adjacent to the riser that contains piping. The pit has a metal cover that is in fair condition. The piping is in good condition. The coating on the piping is in fair condition with minor spot failures.

There is a second pit adjacent to the tank that contains piping and valves. The pit has a metal cover that is in good condition. The piping is in good condition. The coating on the piping is in good condition with only minimal failures.

### **SITE CONDITIONS:**

The tank is located on a small site that is not fenced. The tank is adjacent to residential and commercial development.

### **FOUNDATION AND ANCHOR BOLT CONDITIONS:**

The top 6 to 20 inches of the leg and riser foundations are exposed. The exposed concrete foundations are in good condition. There is minor deterioration with some spalls. The exposed foundations are coated. The coating is in good condition with some minor delamination.

There are two anchor bolts on each leg. The anchor bolts are in good condition with no deterioration.

### **FOUNDATION AND ANCHOR BOLT RECOMMENDATIONS:**

Recoat the exposed concrete with an epoxy coating system to help prevent deterioration. The cost would be incidental to exterior painting.

### **GROUT CONDITIONS:**

The grout between the baseplate and the foundation is in good condition on the riser and in good condition on the legs with none damaged or missing.

### **BALCONY CONDITIONS:**

The exterior balcony is a walkway with a railing that surrounds the sidewall. The balcony is in good condition overall. The balcony is 33 inches wide with a 36 inch high handrail. The handrail consists of vertical posts with an angle top rail. The balcony railing height does not conform to current OSHA requirements.

The exterior balcony does not contain enough drainage holes and water is pooling on the walkway. The balcony floor is covered with excessive bird droppings, creating an acidic condition expediting corrosion on the surface.

### **BALCONY RECOMMENDATIONS:**

#### **Disclaimer:**

OSHA currently requires railings to be 42 inches tall. Unless we feel balconies are unsafe, it is our opinion that if the balconies were built to code at the time of construction including the railing height and style, they do not require replacement. Codes can change regularly making compliance expensive and impractical. However, it is our responsibility to inform you of this possible deficiency.

Drill holes in the balcony to drain water and prevent water from pooling on the top of the balcony. The cost would be incidental to exterior painting.

**ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING CONDITIONS:**

There is a handrail on the roof surrounding the roof vent. The handrail is in good condition. The handrail is being used for antenna mounting.

There is a painter's railing that surrounds the roof handrail. The painter's railing is in good condition.

There are roof rigging couplings for safety and staging lines during wet interior coating work.

**ANTENNA CONDITIONS:**

There are six antennas and miscellaneous antenna equipment attached to balcony railing. The antenna cable routing is in good condition and does not interfere with climbing or tank operations.

**BOWL SAFETY CONDITIONS:**

There are no rigging couplings under the bowl for safety line attachments during exterior coating.

**BOWL SAFETY RECOMMENDATIONS:**

Install rigging couplings on the bowl halfway between each leg and the riser. The couplings would be used by contractors for rigging safety lines. Currently the contractor does not have a separate independent tie off location for safety lines. Without additional attachment points the rigging and safety lines would be tied to the same location. The cost would be incidental to the next painting project.

**OVERFLOW PIPE CONDITIONS:**

The tank has an 8 inch diameter overflow pipe that exits the upper sidewall, extends along the sidewall, outside the balcony, and down along a leg to ground level. The discharge end of the overflow pipe is screened. The screen is in fair condition but is oversized. The pipe discharges to a catch basin with a drain. The air gap meets the required 12-24 inches. The discharge area is in good condition.

### **OVERFLOW PIPE RECOMMENDATIONS:**

Install a screened flap gate at the overflow pipe discharge. The flap gate would allow water to discharge even if the screen becomes covered with debris or frosted over. It is designed to stay closed to prevent rodents or birds from entering the pipe. The estimated cost is \$2,000.

### **HATCH AND MANWAY CONDITIONS:**

There is a 30 inch diameter roof hatch to the wet interior that is in good condition. The hinged cover is in good condition. There is a handhold next to the hatch to aid in entering and exiting the opening. The hatch was not secured with a padlock.

There is a 30 inch diameter manway and a 23 x 19 inch manway in the riser. The manways are in good condition. The manway gaskets showed no signs of leakage and the bolts are in good condition.

There is a 23 x 19 inch manway in the sidewall that is in good condition. The manway gasket showed no signs of leakage and the bolts are in good condition.

### **VENT CONDITIONS:**

The roof vent is a 24 inch flow through design that is in fair condition. The vent is not properly screened. The screen has sagged resulting in gaps around the edge. The screen mesh size is larger than the recommended 24 mesh. This is a possible entry point for insects, though none were observed inside the tank.

### **VENT RECOMMENDATIONS:**

Replace the roof vent with a screened frost-free pressure vacuum vent. The new vent would have a movable plate that would allow air to flow in and out of the tank even if the screens become plugged or frosted over. The vent can be removed during coating or rescue operation for additional light and ventilation. The estimated cost is \$6,000.

### **LADDER CONDITIONS:**

The exterior leg ladder starts approximately 12 feet above ground level and extends up to a small platform near the top of the leg column. There is a stairway and ladder that go from the platform to the balcony. The ladders do not meet OSHA size requirements. The leg ladder is caged and equipped with a rail-type fall prevention device that is in good condition. There is a vandal guard on the leg ladder that is in good condition.

There is a revolving sidewall/roof ladder that follows the curve of the roof to the center near the vent. The ladder is in good condition. The ladder does not meet OSHA size requirements. The ladder is equipped with a rail-type fall prevention device that is in good condition.

There is a wet interior ladder from the roof to the bowl that is in good condition. The ladder meets OSHA size requirements. The ladder is equipped with a rail-type fall prevention device that is in good condition.

There is a wet interior ladder from the sidewall manway to the bowl that is in good condition.

#### **LADDER RECOMMENDATIONS:**

##### **Disclaimer:**

Unless DIXON feels ladders are unsafe, it is our opinion that if they were built to code at the time of construction, they do not require replacement. The code changed three times in the late 80's and early 90's and it seems excessive to replace ladders each time. However, it is our responsibility to inform you of this possible deficiency.

Replace the revolving roof/sidewall ladder with a vertical sidewall ladder that runs up to a step-off platform. The platform would have a handrail that would extend around the roof hatch. The step-off platform and railing will provide a safer working area at the roof hatch. The estimated cost is \$12,000.

#### **FILL/DRAW PIPE CONDITIONS:**

The tank fills and draws from a single pipe. The fill/draw pipe penetrates through the bottom of the riser and extends approximately 36 inches into the wet interior.

There is not a deflector plate or bar over top of the pipe in the wet interior. This information is from the last maintenance report.

#### **WET INTERIOR SAFETY CONDITIONS:**

There is a grate over the riser opening that is in good condition. There is a hinged section for access that is in good condition.

#### **WET INTERIOR METAL CONDITIONS:**

The steel structure is in good condition above and below the high-water level.

The interior roof is supported by thirty-two radial trusses that are in good condition.



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**ANALYTICAL LABORATORY REPORT**

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Wednesday, June 26, 2019

Page 1 of 2

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**CUSTOMER:** Dixon Engineering  
1104 3rd Ave.  
Lake Odessa, MI 48849

**DATE RECEIVED:** Wednesday, June 19, 2019  
**PO/PROJECT #:**  
**SUBMITTAL #:** 2019-06-19-006

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**LAB NUMBER: AC81257**

**Sampled By:** Paul Moore

**Date Sampled:** June 13, 2019

**Job Location:** Muskegon, MI 1,000,000 Radial Arm (Nims)

**Sample Description:** Paint Chips

**Sample Identification:** 1 - Muskegon, MI IMM Radial Arm (Nims) Exterior Leg

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**Preparation Method:** EPA 3050B-P-M (Acid Digestion for Paints)

**Analysis Method:** EPA 6010C-M (ICP-AES Method for Determination of Metals)

**Date Analyzed:** Friday, June 21, 2019

<u>ELEMENT</u>	<u>RESULT (by dry weight)</u>	<u>REPORTING LIMIT (RL)</u>
Cadmium	< RL	0.00075 %
Chromium	0.0027 %	0.0013 %
Lead	0.0098 %	0.0025 %

GPI Laboratories, Inc. has obtained accreditation under the programs detailed on the final page of the laboratory report. The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the scope of accreditation table. Testing which is performed by GPI Laboratories, Inc. according to other test methods, or for elements which are not included in the table fall outside of the current scope of laboratory accreditation.

This report shall not be reproduced except in full, without written approval of GPI Laboratories, Inc..

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**DIXON ENGINEERING, INC.**  
**STEEL TANK FIELD INSPECTION REPORT**  
**LEGGED TANK**

DATE: June 13, 2019

OWNER: City of Muskegon  
 CLIENT CODE: 22-61-06-01  
 TANK NAME: Nims Tank  
 LOCATION: Address: Nims St.  
                   City: Muskegon  
                   State: Michigan  
 TANK SIZE: Capacity: 1,000,000 gallons  
                   Bottom (LWL): 100 feet (estimated)  
                   Overflow (HWL): 125 feet (estimated)  
 CONSTRUCTION: Welded  
                   Type: Radial arm  
 YEAR CONSTRUCTED: Unknown

COATING HISTORY	<u>EXTERIOR</u>	<u>WET INTERIOR</u>
YEAR LAST COATED	<u>2004</u>	<u>2015</u>
CONTRACTOR	<u>MK Painting</u>	<u>Seven Brothers Painting</u>
COATING SYSTEM	<u>Urethane</u>	<u>Epoxy</u>
SURFACE PREPARATION	<u>SSPC-SP6</u>	<u>SSPC-SP10</u>
HEAVY METAL COATING SAMPLES	<u>Yes</u>	<u>No</u>
HEAVY METAL BEARING	<u>Yes</u> <u>0.0098% lead</u> <u>0.0027% chrome</u>	<u>No</u>

PERSONNEL: Inspector Kyle Lay, Top person Paul Moore,  
 TYPE OF INSPECTION: Maintenance  
 METHOD OF INSPECTION: Dry – tank is empty  
 YEAR LAST INSPECTED: 2018-Warranty

**SITE CONDITIONS**

Fenced: No

Site large enough for contractor's equipment: Yes  
Control building: No  
Antenna control site: Yes  
    Number: 2  
    Location: Under tank  
    Would antenna sites interfere with containment: Yes  
Neighborhood: Residential and commercial  
Power lines within 50 feet: Yes  
    Are power lines attached to the structure: No  
    Would power lines interfere with containment: No  
Site drainage: Away from tank  
Indications of underground leakage: No  
Shrub, tree, etc. encroachment: No

#### **EXPOSED PIPING (#1)**

Location: Tank base (in pit)  
Condition of structure: Good  
    Structure is: Damp  
    Pump present: No  
Cover condition: Fair  
    Locked: Yes  
Altitude valve: No  
Pipe coating condition: Fair  
Describe coating: Spot coating failures to substrate, rust bleedthrough  
Condition of metal: Good

#### **EXPOSED PIPING (#2)**

Location: Adjacent to tank (in pit)  
Condition of structure: Good  
    Structure is: Damp  
    Pump present: No  
Cover condition: Good  
    Locked: Yes  
Altitude valve: No  
Pipe coating condition: Good  
Describe coating: Spot coating failures to substrate, rust bleedthrough  
Condition of metal: Good

#### **FOUNDATION**

##### **Riser:**

Foundation exposed: Yes

## FOUNDATION

Exposed height: 8-13 inches

Exposed foundation condition: Good

Damage or deterioration: No

Foundation coated: Yes

Coating condition: Fair

Type of baseplate gap filler: Grout

Condition: Good

Amount missing: 0 feet

Undermining of foundation: No

Riser foundation comments: Delamination on foundation coating

### Legs:

Foundations exposed: Yes

Exposed height: 6-20 inches

Exposed foundation condition: Good

Damage or deterioration: No

Foundation coated: Yes

Coating condition: Fair

Type of baseplate gap filler: Grout

Condition: Good

Amount missing: 0 feet

Undermining of foundation: No

Leg foundation comments: Delamination on foundation coating

## EXTERIOR COATING

### Legs:

Number: 12

Type: I-beam

Dimensions: 15 x 15½ x 1⅛ inches

Topcoat condition: Good

Previous coat/system condition: Good

Describe coating: Spot coating failures to substrate

Dry film thickness: 15-20 mils

Metal condition: Good

Leg comments: Some very minor failures on the baseplates

### Riser:

Type: Wet

Diameter: 96 inches

Topcoat condition: Good

## EXTERIOR COATING

Previous coat/system condition: Good  
Describe coating: No significant coating deterioration  
Mildew growth: Yes – light on weld seams  
Dry film thickness: 12-20 mils  
Adhesion: 4A  
Metal condition: Good

### Bowl:

Topcoat condition: Fair  
Previous coat/system condition: Fair  
Describe coating: Rust bleedthrough and topcoat skips  
Mildew growth: Yes – weld seams only  
Metal condition: Good  
Bowl comments: Coating failures are mainly on weld seams and outer circumference of the bowl

### Sidewall:

Lettering: Yes  
Number: 2  
Lettering content: Muskegon  
Logo: Yes  
Number: 2  
Describe logo: shorelinecity.com  
Topcoat condition: Good  
Previous coat/system condition: Good  
Describe coating: Delaminating, spot coating failures to substrate, erosion  
Dry film thickness: 8-19 mils  
Metal condition: Good  
Sidewall comments: One section of delamination under sidewall ladder. 25+ (¼ inch diameter) failures to substrate. Light coverage/erosion in areas

### Roof:

Topcoat condition: Good (weld seams are fair)  
Previous coat/system condition: Good  
Describe coating: Fading, spot coating failures to substrate  
Dry film thickness: 10-18 mils  
Adhesion: 2A  
Metal condition: Good

## EXTERIOR COATING

Roof comments: New coating on weld seams, cathodic caps, couplings, painter's railing, and miscellaneous touch-ups

## EXTERIOR APPURTENANCES

### Riser manway: (1)

Dimensions: 19 x 23 inches

Hinged: Unknown

Coating condition: Good

Metal condition: Good

### Riser manway: (2)

Dimensions: 30 inch diameter

Hinged: Yes

Coating condition: Good

Metal condition: Good

### Anchor bolts:

Number of bolts per leg: 2

Diameter: 1 $\frac{5}{8}$  inches

Coating condition: Good

Metal condition: Good

Number of riser bolts: 0

### Overflow pipe:

Diameter: 8 inches

Coating condition: Good

Metal condition: Good

Condition of screen: Fair

Percent of screen open: 100

Mesh size: 4

Flap gate: No

Air gap: Yes

Lowest part of discharge to the ground distance: 17 inches

Overflow discharges to: Catch basin with drain

Condition: Good

Overflow comments: Discharge end flares out to 14 inches diameter

### Mud valve:

N/A

## EXTERIOR APPURTENANCES

### Leg ladder:

Height to start of ladder: Approximately 12 feet

Toe clearance: 7 inches or greater

Width of rungs: 15 inches

Thickness of rungs: 5/8 inch

Shape of rungs: Diamond

Coating condition: Good

Metal condition: Good

Fall prevention device: Yes

Type: Rail

Function Properly: Yes

Cage: Yes

Diameter: 30 inches

Vandal guard: Yes

Condition: Good

Step off platform: Yes

Dimensions: 42 x 60 inches

Comments: There are stairs from the platform to another ladder to the underside of the balcony

### Struts and rods:

Number of bays: 4

Sway rod coating condition: Good

Metal condition: Good

Loose Rods: No

Strut coating condition: Fair

Metal condition: Good

Riser tie rod coating condition: Good

Metal condition: Good

Connection to riser: Angle

Comments: Sway rods are 5 1/2 x 3/8 inch plate. Light topcoat coverage and rust bleedthrough on struts

### Bowl rigging couplings:

N/A

### Balcony:

Balcony width: 33 inches

Railing height: 36 inches

Midrail style: Verticals

## **EXTERIOR APPURTENANCES**

Kickplate height: **8 x 2 inch channel**

Vertical post type: **Channel**

Size: **2 x 8 inches**

Top rail type: **Angle**

Size: **3 x 3 inches**

Vertical type: **Plate**

Size: **2 x ¼ inches**

Opening for access: **Yes**

Size: **22 x 24 inches**

Handhold at opening **Yes**

Missing any bolts or rivets: **No**

Penetrations reinforced: **Yes**

Coating condition: **Good**

Describe coating: **Fading**

Metal condition: **Good**

Evidence of water pooling: **Yes**

### **Sidewall manway:**

Dimensions: **19 x 23 inches**

Hinged: **Yes**

Coating condition: **Good**

Metal condition: **Good**

### **Antennas:**

Roof Number: **Approximately 12**

Balcony number: **6**

Attached to: **Railing**

Cable runs: **Under balcony**

Leg number: **0**

Antenna or cable interference: **No**

### **Sidewall ladder:**

Coating condition: **Good**

Metal condition: **Good**

Toe clearance: **7 inches or greater**

Width of rungs: **15 inches – inside**

Thickness of rungs: **5/8 inch**

Shape of rungs: **Round**

Fall prevention device: **Yes**

Type: **Rail**



## **EXTERIOR APPURTENANCES**

Function Properly: **Yes**

Cage: **No**

Sidewall ladder comments: **3 x 3 angle siderails**

### **Roof ladder:**

**Continuation of sidewall ladder**

### **Roof handrail:**

Diameter: **35 feet**

Height: **43 inches**

Midrail height: **21½ inches**

Kick plate height: **4 inches**

Vertical post type: **Angle**

Size: **2½ x 2½ inches**

Top rail type: **Angle**

Size: **2½ x 2½ inches**

Midrail type: **Angle**

Size: **2½ x 2½ inches**

Coating condition: **Good**

Metal condition: **Good**

### **Painter's rail:**

Diameter: **37 feet 8 inches**

Are butt welds at braces: **Yes**

Coating condition: **Good**

Metal condition: **Good**

### **Roof rigging points:**

Number: **50**

Couplings covered: **Yes**

Covered with: **Brass plugs**

Coating condition: **Good**

Metal condition: **Good**

### **Wet interior roof hatch:**

Neck size: **30 inches**

Distance from center of the tank (to outer edge): **36 feet**

Shape: **Round**

Handhold at opening: **Yes**

Hatch security: **None**

## **EXTERIOR APPURTENANCES**

Outside coating condition: **Good**

Inside coating condition: **Good**

Metal condition: **Good**

Comments: **Hatch is outside the roof handrail**

### **Roof vent:**

Number: **1**

Distance from center of the tank (to outer edge): **At center**

Type: **Flow-through**

Neck diameter: **24 inches**

Coating condition: **Good**

Metal condition: **Good**

Screen condition: **Good**

Mesh size: **Perforated steel**

Pressure plate free to move:

Vent comments: **Rust bleedthrough on screen**

### **Aviation lights:**

**N/A**

### **Electrical:**

**N/A**

## **WET INTERIOR COATING**

### **Roof:**

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **No significant coating deterioration**

Metal condition: **Good**

Lap seams: **Caulked**

Condition of laps: **Good**

Comments: **Coating on trusses is in good condition**

### **Sidewall:**

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **No significant coating deterioration**

Mineral deposits: **Light**

Metal condition: **Good**

Active pitting: **No**

## WET INTERIOR COATING

Previous pitting: Yes

### Tank bottom:

Type: Radial torus

Topcoat condition: Good

Primer coating condition: Good

Describe coating: No significant coating deterioration

Mineral deposits: Light

Metal condition: Good

Active pitting: No

Sediment depth: ¼ inch

### Riser:

Could not inspect

## WET INTERIOR APPURTENANCES

### Tank ladder:

Location: Roof to bowl

Toe clearance: 7 inches or greater

Width of rungs: 16 inches

Thickness of rungs: ¾ inch

Shape of rungs: Rebar

Shape of side rails: Angle

Coating condition: Good

Metal condition: Good

Fall prevention device: Yes

Type: Rail

Function Properly: Yes

### Tank ladder:

Location: Sidewall manway to bowl

Toe clearance: Less than 7 inches

Width of rungs: 11 inches

Thickness of rungs: ⅝ inch

Shape of rungs: Diamond

Shape of side rails: Flat

Coating condition: Good

Metal condition: Good

Fall prevention device: No

## WET INTERIOR APPURTENANCES

### Cathodic protection:

Type: Ring  
Location of controls: On leg  
System condition: Good  
Ropes damaged: No  
Wires damaged: No

### Roof stiffeners:

Radial:  
Number : 32  
Shape: Truss  
Connections: Bolted

Ring :  
Number : Inner and outer (2)  
Shape: Angle  
Connections: Welded  
Coating condition: Good  
Metal condition: Good

### Sidewall stiffeners:

N/A

### Overflow pipe inlet:

Type: Weir box  
Coating condition: Good  
Metal condition: Good

### Fill pipe (information from the last maintenance report):

Diameter: 18 inches  
Height above floor: 36 inches  
Deflector bar/plate: No

### Riser safety:

Riser grate: Yes  
Access opening size: 24 x 34 inches  
Opening covered: Yes  
Metal condition: Good

Riser railing: No  
Riser safety comments: 100 inch diameter grate

## **WET INTERIOR APPURTENANCES**

### **Siphon:**

**N/A**

Field Inspection Report is prepared from the contractor's viewpoint. It contains information the contractor needs to prepare his bid for any repair or recoating. The engineer uses it to prepare the engineering report. Cost estimates are more accurate if the contractor's problems can be anticipated. While prepared from the contractor's viewpoint, the only intended beneficiary is the owner. These reports are completed with diligence, but the accuracy is not guaranteed. The contractor is still advised to visit the site.



1,000,000 gallon radial arm tank (Nims) located in Muskegon, Michigan.



1) The riser foundation is in good condition.



2) The original riser manway is in good condition.



3) The 30 inch riser manway is in good condition.



4) The riser coating is in good condition.



5) The riser rod connections are in good condition.



6) Typical leg foundation is in good condition.





7) Same.

8) Minor spall in a leg foundation.



9) Typical anchor bolt is in good condition. There are minor spot coating failures on the baseplates.



10) The overflow pipe discharges to a concrete catch basin.



11) The overflow pipe screen is in fair condition.



12) Spot coating failure on a leg.



13) There is a vandal guard on the leg ladder.

14) The leg ladder is caged and equipped with a rail-type fall prevention device.



15) The coating is in good condition on the legs.

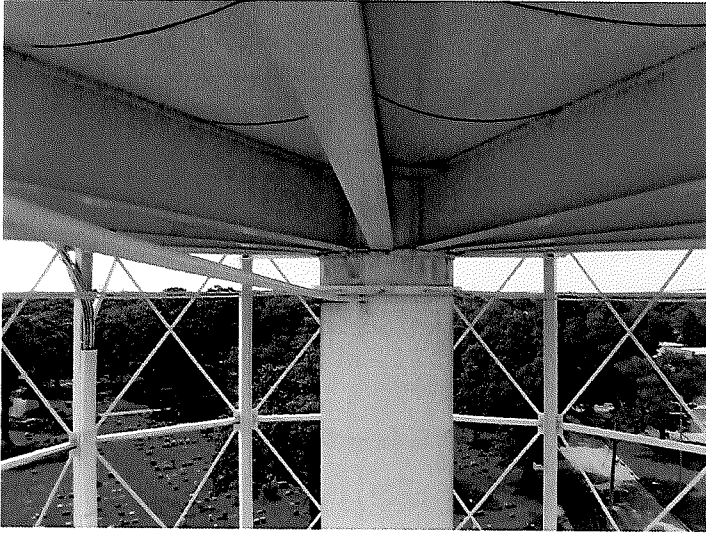


16) Same.

17) Strut and support structure connection at a leg.

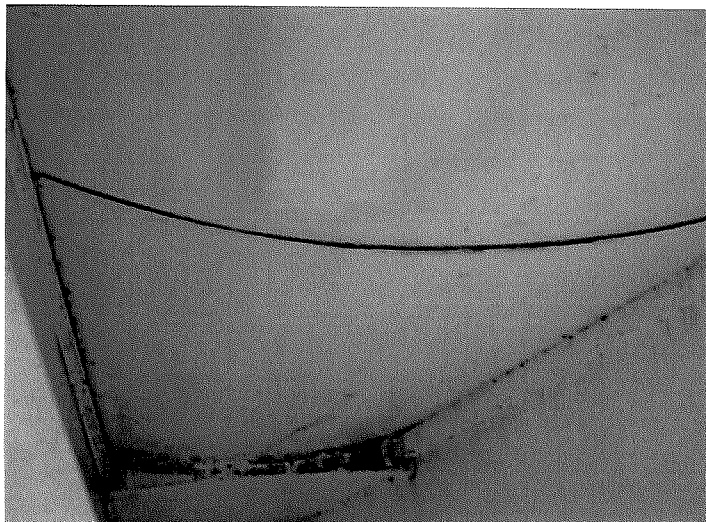
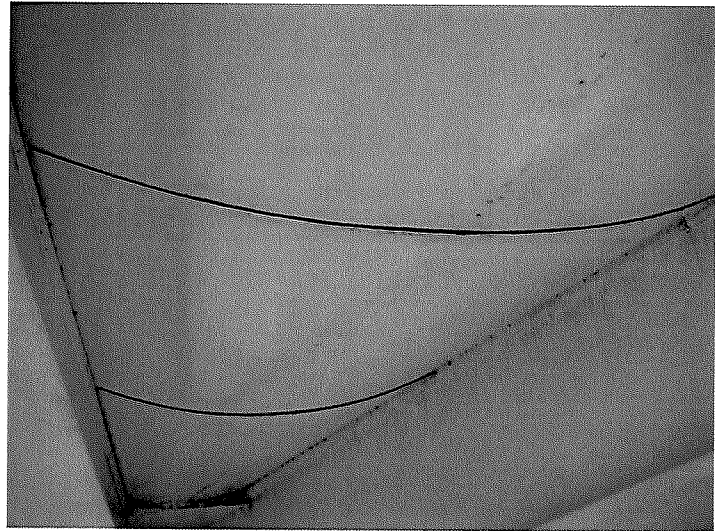


18) Antenna cable routing up a leg with a shroud.



19) The riser/bowl connection is in good condition.

20) The bowl coating is in good condition.



21) Same.



22) Step-off platform under the bowl.

23) Stairs and ladder rungs up to the balcony.



24) Balcony ladder opening with hinged cover.

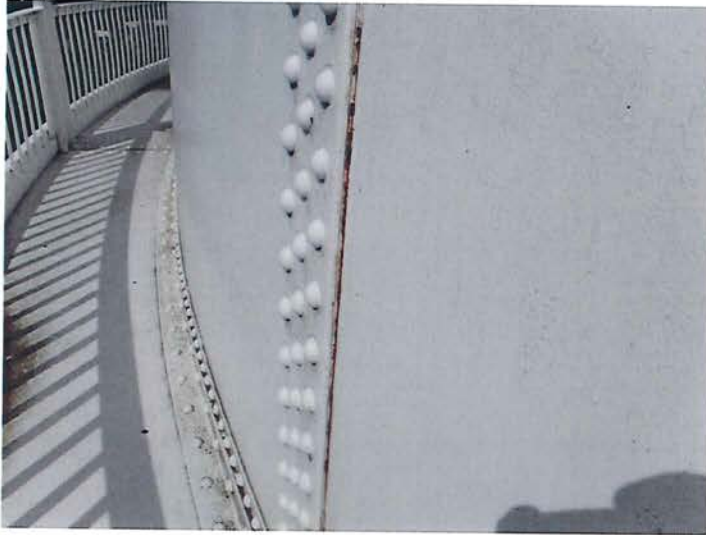


25) The balcony coating is in good condition overall.

26) Spot coating failures on the top of the balcony.

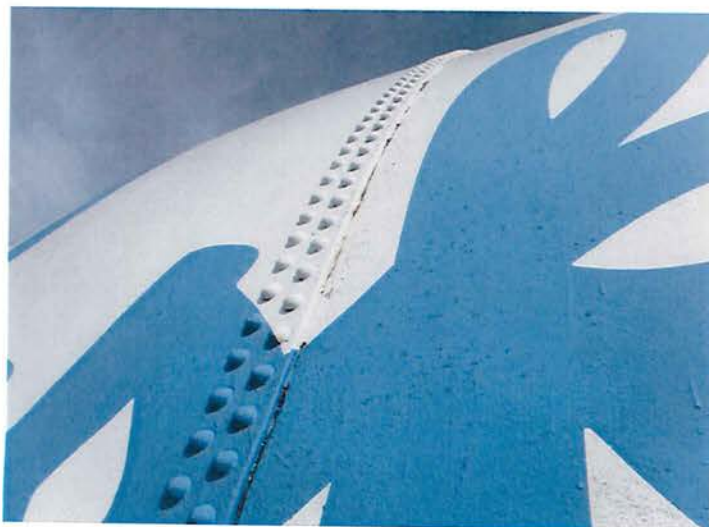
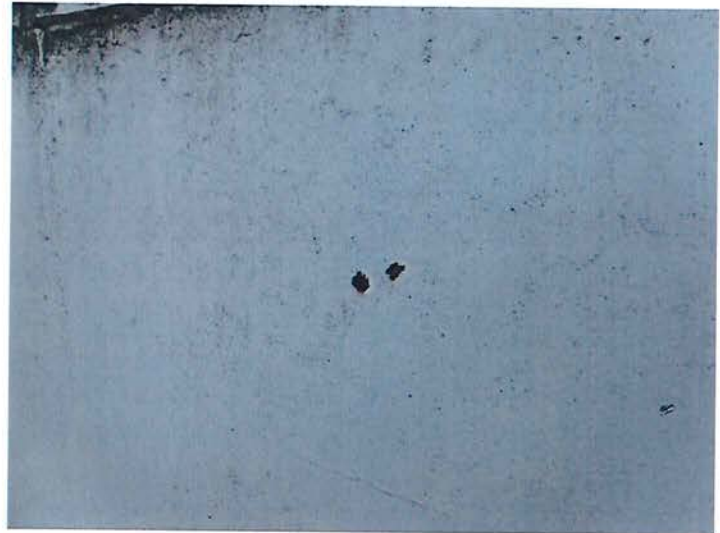


27) Dirt on the balcony is evidence of water pooling.



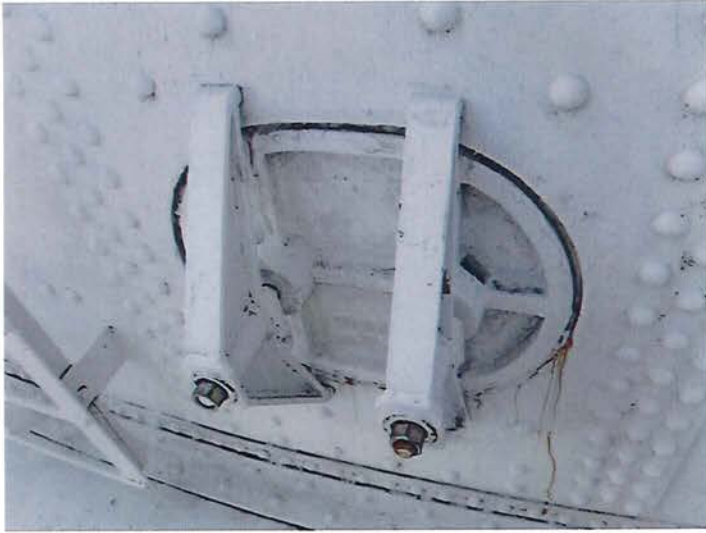
28) The sidewall coating is in good condition overall.

29) Spot coating failures on the sidewall.



30) Lettering on the sidewall is in good condition.





31) The sidewall manway is in good condition.



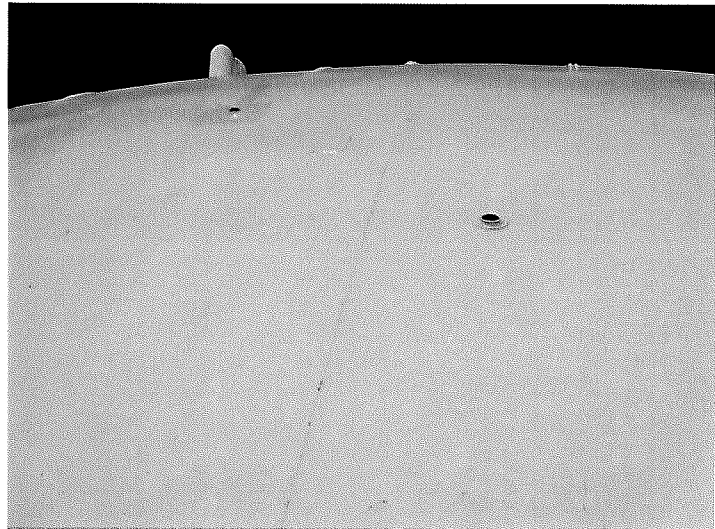
32) Sidewall/roof ladder and wet interior roof hatch.



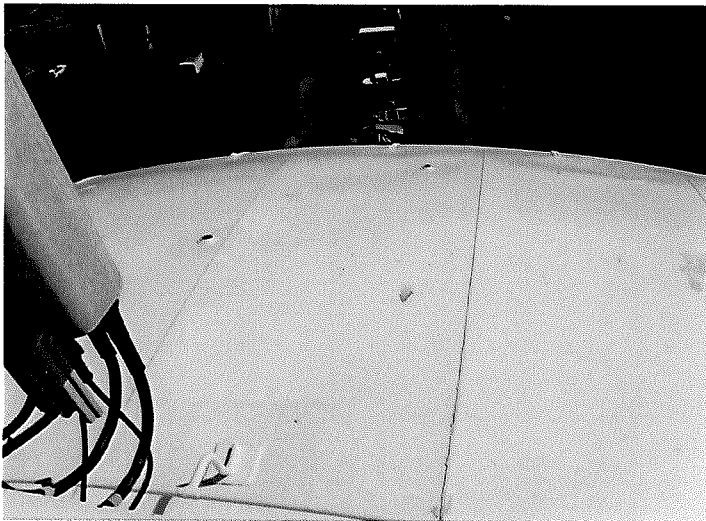
33) Typical rigging coupling on the roof.



34) The roof coating outside the handrail is in good condition overall.



35) Same.



36) Same.



37) The roof handrail is in good condition and is being used for antenna mounting.

38) Spot coating failures on the roof handrail.



39) The painter's railing is in good condition.



40) Spot coating failure on the roof inside the handrail.



41) The roof vent is a flow-through design.



42) There are gaps in the vent screen around the outer edge and the screen is oversized.

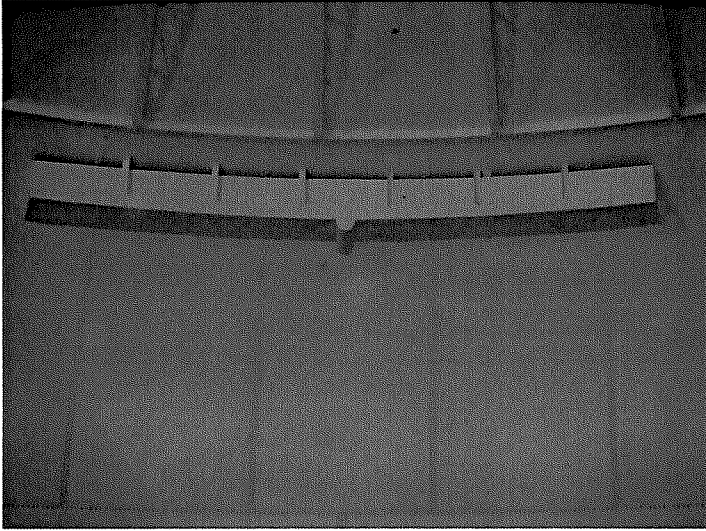


43) The wet interior roof coating is in good condition.

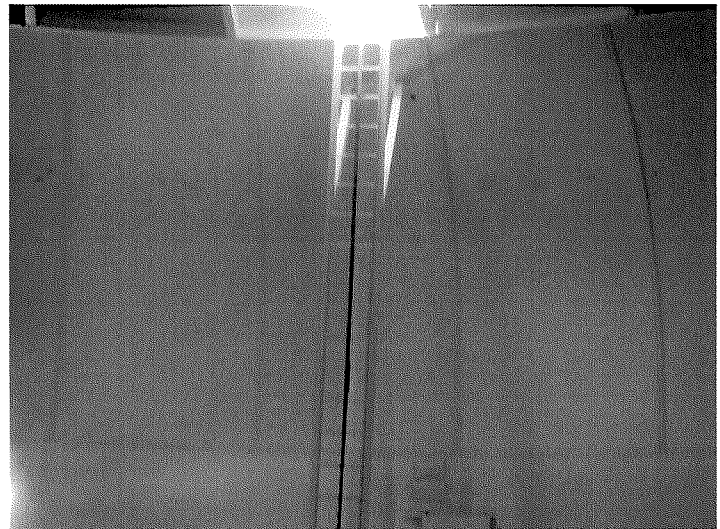
44) The coating on the roof trusses is in good condition.



45) Same.



46) The weir box coating is in good condition.



47) The ladder from the roof hatch to the bowl is in good condition.

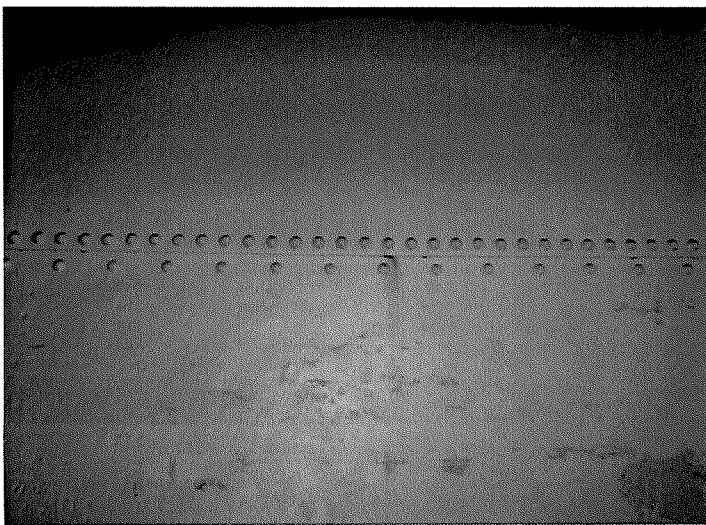
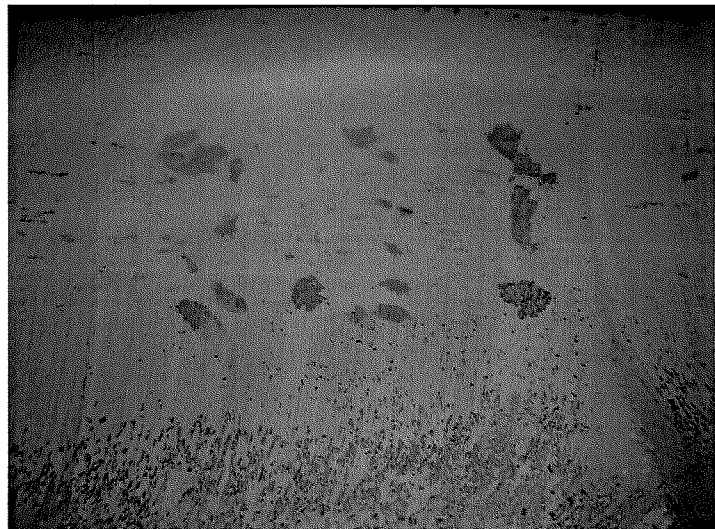


48) The ladder from the sidewall manway to the bowl is in good condition.



49) The sidewall coating is in good condition.

50) Same.



51) Pinhole coating failure on a sidewall seam.



52) The bowl coating is in good condition.

53) The riser grate is in good condition.



54) The riser coating is in good condition.





55) Hatch to the pit next to the riser.

56) The coating on the piping is in fair condition with some minor coating failures.



57) Same.



58) Hatch to the pit next to the tank.

59) The coating on the piping is in good condition.



60) Same.