According to the Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540). According to the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications. Public meetings are monitored, and violations of statutes will be prosecuted.

REGULAR MEETING – 7:00 P.M.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MEETING AGENDA

IV. STATEMENT ON REMOTE MEETING

V. PUBLIC COMMENTS – (Agenda Items Only)
If you would like to comment on an Agenda Item Only, please “Raise Hand” by pressing Alt+Y or open Participant Panel and click Raise Hand, found in lower right corner. The Zoom Moderator will unmute you when it is your turn to speak. Comments will be limited to three (3) minutes.

VI. CONSENT AGENDA
1. Approve October 26, 2020, Regular Board Minutes
2. Approve Payment of Invoices in the Amount of $365,215.53 (A/P checks of $224,666.40 and payroll of $140,549.13)
3. Approve Memorandum of Understanding for City Housing Program – $8,100 annual
4. Approve Low Bid from Riverworks Construction for Hofma Floating Bridge Repair/Improvement at a cost of about $132k
5. Approve Bid Documents for Administrative Building Repairs
6. Approve Appointment of Mike Lemkuil to the Planning Commission with a term ending on 8/31/2023
7. Approve Appointment of Kevin Mesler to the Planning Commission with a term ending on 8/31/2023
8. Appoint Karen Egedy-Bader to the Zoning Board of Appeals (as an alternate) with a term ending 8/31/2023
9. Approve Re-appointment of Eric Frifeldt to Parks and Recreation Committee with term ending on 8/31/23
10. Approve Re-appointment of Brock Hesselsweet to Parks and Recreation Committee with term ending on 8/31/23
11. Approve Re-appointment of Chrysteen Moelter-Gray to Parks and Recreation Committee with term ending on 8/31/23

VII. PRESENTATION – Cost of Service Rate Study for Water and Sewer Systems
VIII. OLD BUSINESS
1. First Reading – Approving Sewer Rates for 2021 through 2025
2. First Reading – Approving Water Rates for 2021 through 2025

IX. NEW BUSINESS
1. Approve Resolution 20-11-01 – Approving Construction Fee Schedule
2. First Reading – Approving Specific Text Amendments to the Zoning Ordinance, which for the following:
   i. Major Home Based Business - On Site Services
   ii. Greenbelt - clarifying the requirements
   iii. Average Front Yard Setback - establishing 2 methods of review
   iv. Outdoor Lighting - footcandles and color rating index
   v. Fences - maximum gap from grade to bottom of fence

X. REPORTS & CORRESPONDENCE
1. Committee Reports
2. Manager’s Report
   a. October Building Report
   b. October Enforcement Report
   c. August Legal Review
3. Other

XI. RECOGNITION OF TRUSTEE DAVID GIGNAC’S SERVICE

XII. PUBLIC COMMENTS – (Non-Agenda Items)
If you would like to comment on a Non-Agenda Item Only, please “Raise Hand” by pressing Alt+Y or open Participant Panel and click Raise Hand, found in lower right corner. The Zoom Moderator will unmute you when it is your turn to speak. Comments will be limited to three (3) minutes.

XIII. ADJOURNMENT
GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, OCTOBER 26, 2020

REGULAR MEETING

I. CALL TO ORDER
Supervisor Reenders called the regular meeting of the Grand Haven Charter Township Board to order at 7:00 p.m.

II. ROLL CALL
Board members present: Reenders, Larsen, Kieft, Redick, Meeusen, Behm Gignac
Board members absent:

Also present was Manager Cargo, Human Resources Director Dumbrell, and Community Development Director Fedewa.

III. APPROVAL OF MEETING AGENDA
Motion by Trustee Meeusen and seconded by Trustee Behm to approve the meeting agenda. Which motion carried pursuant to the following roll call vote:
Ayes: Larsen, Gignac, Kieft, Meeusen, Redick, Behm, Reenders
Nays: Absent:

IV. STATEMENT ON REMOTE MEETING
It was noted that the Township Board was meeting remotely on the Zoom platform because of health concerns associated with COVID-19 pandemic. Information on this remote meeting has been posted so that the public may participate. All elected officials present noted that they are meeting remotely and are located within Grand Haven Charter Township.

V. PUBLIC COMMENTS – (Agenda Items Only)
Supervisor Reenders announced that a period for public comments on agenda items was now opened.

Manager Cargo noted that if any member of the public would like to comment on an Agenda item, they must “Raise Hand” and wait to be called upon. To “Raise Hand” press “Alt + Y” or open the Participants Panel in the Zoom Toolbar and click Raise Hand in lower right corner… or physically raise your hand to get the attention of the Zoom Moderator.

There being no public comments, Supervisor Reenders announced that the period for public comments on agenda items was now closed.

VI. APPROVAL OF CONSENT AGENDA
1. Approve October 12, 2020, Regular Board Minutes
2. Approve October 20, 2020, Budget Work Session Minutes
3. Approve Payment of Invoices in the Amount of $365,909.19 (A/P checks of $249,530.10 and payroll of $116,379.09)
4. Approve Procedures Pursuant to PA 228 of 2020
5. Approve $10 Gift Cards for Poll Volunteers (i.e., Disinfection Crew)
6. Approve Re-appointment of Mark Bekins to DDA/BRA for term ending 8/31/2023
7. Approve Re-appointment of Lyle Rycenga to DDA/BRA for term ending 8/31/2023

Motion by Treasurer Kieft and seconded by Trustee Redick to approve the items listed on the Consent Agenda. Which motion carried pursuant to the following roll call vote:
Ayes: Behm, Gignac, Meeusen, Redick, Kieft, Reenders, Larsen
Nays:
Absent:

VII. PUBLIC HEARINGS
Supervisor Reenders opened the “Truth in Budgeting” public hearing at 7:04 p.m. on the Fiscal Year 2021 budget proposal.

Manager Cargo noted that a copy of the proposed $15.30 million budget for FY2021 had been provided to the public with a copy placed in the Township lobby and on the Township website. Notice of the for the budget hearing had been provided in the Grand Haven Tribune of Friday, October 16th.

Manager Cargo noted that if any member of the public would like to comment on an Agenda item, they must “Raise Hand” and wait to be called upon. To “Raise Hand” press “Alt + Y” or open the Participants Panel in the Zoom Toolbar and click Raise Hand in lower right corner… or physically raise your hand to get the attention of the Zoom Moderator.

There being no comments, Supervisor Reenders closed the public hearing at 7:06 p.m.

VIII. OLD BUSINESS

1. Motion by Treasurer Kieft supported by Trustee Behm to approve and adopt Resolution 20-10-07 approving the Fiscal Year 2021 Grand Haven Charter Township Appropriations Act. Which motion carried pursuant to the following roll call vote:
Ayes: Kieft, Reenders, Meeusen, Behm, Gignac, Larsen, Redick
Nays:
Absent:

2. Motion by Clerk Larsen supported by Trustee Behm to approve and adopt Resolution 20-10-08 approving the disbursement or revocation of collection of certain FY2020 TIF revenues. Which motion carried pursuant to the following roll call vote:
Ayes: Gignac, Larsen, Kieft, Reenders, Behm, Meeusen, Redick
Nays:
Absent:

3. Motion by Trustee Redick supported by Trustee Meeusen to approve and adopt
Resolution 20-10-09 approving the Supervisor’s salary in the amount of $20,115. Which motion carried pursuant to the following roll call vote:
Ayes: Meeusen, Behm, Larsen, Kieft, Redick, Gignac, Reenders
Nays: 
Absent:

4. Motion by Treasurer Kieft supported Trustee Gignac to approve and adopt Resolution 20-10-10 approving Clerk’s salary in the amount of $21,499. Which motion carried pursuant to the following roll call vote:
Ayes: Reenders, Kieft, Behm, Meeusen, Larsen, Redick, Gignac
Nays: 
Absent:

5. Motion by Trustee Gignac supported by Trustee Redick to approve and adopt Resolution 20-10-11 approving the Treasurer’s salary in the amount of $14,944. Which motion carried pursuant to the following roll call vote:
Ayes: Redick, Meeusen, Kieft, Gignac, Larsen, Reenders, Behm
Nays: 
Absent:

6. Motion by Clerk Larsen supported by Trustee Meeusen to approve and adopt Resolution 20-10-12 approving the salary for Trustees in the amount of $4,632. Which motion carried pursuant to the following roll call vote:
Ayes: Meeusen, Reenders, Gignac, Larsen, Behm, Kieft, Redick
Nays: 
Absent:

7. Motion by Treasurer Kieft supported by Trustee Redick to approve and adopt Resolution 20-10-13 to extend the temporary sign waiver through December 31st in response to the COVID-19 pandemic. Which motion carried pursuant to the following roll call vote:
Ayes: Redick, Meeusen, Kieft, Gignac, Larsen, Reenders, Behm
Nays: 
Absent:

IX. REPORTS AND CORRESPONDENCE
a. Committee Reports
   i. Both the Personnel Committee and Public Safety Committee have scheduled meetings for November 11th.
b. Manager’s Report
   i. Manager Cargo noted that Ottawa County was re-starting the weekly COVID-19 briefings, which will occur on Tuesday mornings at 8:30 a.m.
   ii. August Legal Review
c. Others
   i. Treasurer Kieft suggested that the Township disinfect polling locations after the elections.
   ii. Trustee Redick suggested that masked and unmasked voters at the polling locations
be separated, as is feasible and legal, during the elections.

iii. Supervisor Reenders suggested that the Township look at de-ionizer units for the rooftop air exchange units to better disinfect the Township facilities.

X. PUBLIC COMMENTS

Supervisor Reenders announced that a period for public comments on agenda items was now opened.

Manager Cargo noted that if any member of the public would like to comment on an Agenda item, they must “Raise Hand” and wait to be called upon. To “Raise Hand” press “Alt + Y” or open the Participants Panel in the Zoom Toolbar and click Raise Hand in lower right corner… or physically raise your hand to get the attention of the Zoom Moderator.

There being no public comments, Supervisor Reenders announced that the period for public comments on agenda items was now closed.

XI. ADJOURNMENT

Motion by Clerk Larsen and seconded by Trustee Redick to adjourn the meeting at 7:25 p.m. Which motion carried pursuant to the following roll call vote:

Ayes: Meeusen, Reenders, Gignac, Larsen, Behm, Kieft, Redick
Nays:
Absent:

Respectfully Submitted,

Laurie Larsen
Grand Haven Charter Township Clerk

Mark Reenders
Grand Haven Charter Township Supervisor
SUPERINTENDENT’S MEMO

DATE: November 4, 2020

TO: Township Board

FROM: Cargo

SUBJECT: Request for Township Support for Housing Program

As you may recall, the Township contributes $8,100 annually to the City of Grand Haven’s Neighborhood Housing Services program to cover portion of their annual budget. In return, these city housing services are extended to Township residents.

As you may recall, Director Rhonda Kleyn made a presentation at the August 10th Board meeting. Kleyn noted that in 2019, this program brought about $143k to Township residents for home repairs.

It is noted that the both Ottawa County and Spring Lake Village have declined to financially support the program. However, the City of Ferrysburg ($1,425) and Spring Lake Township ($7,350) fund a portion of the program.

If the Board agrees to continue to support this program, the following motion can be offered:

Move to authorize Manager Cargo to execute an agreement with the City of Grand Haven for housing services for certain residents at a cost not-to-exceed $8,100 for FY 2021.

Please contact me if you have any questions or comments prior to the meeting.
Public Services Memo

DATE: November 5, 2020

TO: Township Board/Manager

FROM: Mark VerBerkmoes

RE: Hofma Preserve Floating Bridge Repair – Bid Approval

As everyone will recall, the Hofma Preserve Floating Bridge was damaged by high water and strong winds. The bridge broke free from its moorings and into two (2) pieces.

The Township enlisted the assistance of its engineer Prein & Newhof, to formulate a plan to both repair the bridge and to determine the best long-term solution to keep this type of damage from reoccurring. The firm completed several visits to the site, a review of the as-built plans and review of several soil borings. From this information a set of plans and specifications were developed, and bids were solicited.

As noted in a recent Weekly Report, the bid was prepared so that certain recommendations of P&N were included in the base bid. Following P&N’s evaluation as mentioned above, it was determined that the 20-foot 4x4 posts on the original design, posts that held the bridge in place and kept it from floating way, were simply not adequate. P&N created a new design for these poles, using a round, steel post, +/- 40 feet in length. It is believed that this inadequacy is what caused the separation of the bridge, leading to its current disrepair.

On Thursday, October 29, 2020 @ 10:00AM, bids were publicly opened and read aloud. The bid tab read as follows:

<table>
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<tr>
<th>Bidder</th>
<th>Floating Boardwalk Repair and Realignment</th>
<th>Standard Boardwalk Repair</th>
<th>Total Bid</th>
<th>Alternate: Wooden Alignment Posts in Place of Steel Alignment Posts</th>
<th>Total Bid – (if built to Original Design)</th>
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<tr>
<td>TJM Services</td>
<td>$280,000</td>
<td>$3,000</td>
<td>$283,000</td>
<td>Deduct: $4,000</td>
<td>$279,000</td>
</tr>
<tr>
<td>Riverworks Construction, Inc.</td>
<td>$125,350</td>
<td>$6,500</td>
<td>$131,850</td>
<td>Deduct: $5,000</td>
<td>$126,850</td>
</tr>
</tbody>
</table>

Based on review of the bids, Prein & Newhof is recommending that Riverworks Construction, Inc. of Holland, MI be awarded the bid.

You may recall that Riverworks has complete several projects within the Township including building all the new non-motorized pathway bridges on the recent pathway extension projects, including the bridge across the gully at Hofma Preserve. They have also assisted the Township in the repairs of several non-motorized pathway structures that have been damaged, including the Bignell crossing on two different occasions, when damaged by vehicles.
Based on P&N’s recommendation and the Township’s experience with Riverworks Construction, staff is recommending the award for the repair of the Hofma Preserve Floating Bridge to Riverworks Construction, Inc, of Holland MI. I would note that there is $161,000 included in the budget for the repair of this structure and that the Township’s insurance company is expected to cover about $100,000 of these costs.

If the Board agrees with staff’s recommendation, the following motion could be offered:

Move to award the bid for the repair of the Hofma Preserve Floating Bridge to Riverworks Construction, Inc. of Holland MI and authorize staff to complete an agreement for the repair in the amount of $131,850.

As a reminder, EGLE recently decided that a permit for this project would be required. This likely means at least a 90-day delay in beginning this project. It was originally believed that because this was a repair of an existing structure, a permit would not be required. However, after further discussions and a site visit by EGLE, they have decided that a permit will be necessary. P&N has started this process.

If you have any questions or comments, please contact me at your convenience.
Public Services Memo

DATE: November 5, 2020

TO: Township Board/Manager

FROM: Mark VerBerkmoes/Scott Corbat

RE: Finance Area Roof Repair – Approve Bid Documents

As you may recall, the 2020 budget contains monies for the repair of a leaking roof over a portion of the lobby and pay office areas of the Administrative Building. You may also recall that at a recent Township Board meeting, staff offered two (2) options to address the leaks; 1) remove the existing metal roofing and replace it, adding rigid insulation on top of the deck, or, 2) insulate below the existing roof deck with spray foam coated with intumescent coating.

Following discussions at that meeting, staff was directed to develop plans and specifications to move forward with option #1; remove the existing metal roofing and replace it, adding rigid insulation on top of the deck. Also, during the decision to use option #1, members of the Township Board instructed staff to include a self-healing membrane under the metal roof to provide an extra layer of protection against future leaks.

The consultants have completed the necessary plans and specifications for the project and have included the requirement for use of Grace Ice & Water Shield as directed. The bid package is available for review as part of the Township Board packet for the November 9th meeting. (No printed copies have been distributed.)

If there are no objections to the plans and specifications, the following motion can be offered:

Move to approve the proposed bid documents for the replacement of the Administrative Roof Area and authorize staff to seek bids for the same.

If you have any questions or comments, please contact Cargo or me.
Project Specifications

Grand Haven Charter Township
Ottawa, Michigan

Administration Building Roof Repairs

November 2020

2190765
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<td>M1.1 – Mechanical</td>
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</table>
1. RECEIPT OF BIDS

Electronic proposals will be accepted for both a roofing trades and mechanical trades and are the preferred method of submittal.

Bids for each will be received until:

**10:00 am (local time) on Thursday, December 3, 2020**

All bids received shall remain sealed and unopened until the bid opening. A bid opening will be conducted via a conference call.

2. SCOPE OF PROJECT

The project consists of furnishing all material and constructing the following approximate quantities:

*Roofing Trades Bid Scope:* To remove existing roof system as detailed on the drawings. Existing metal deck and DensGlas Sheathing to remain. Install new roof insulation in 3 layers as detailed with the final layer having a plywood nailing surface. Install self healing membrane (Ice and Water Shield) over the plywood deck and then install a new standing seam metal roof as specified and detailed including all flashings and sealants required to create a water tight installation. Refer to drawings and specs for complete details.

*Mechanical Trades Bid Scope:* Remove existing ceiling panels as required to remove existing Visquene sheets and batt insulation from the plenum in areas beneath the new metal roof. Install a new return air duct system as detailed and specified on the mechanical drawings. Replace existing ceiling panels after completion of all work in the plenum. Replace any damaged ceiling panels with new as specified to match existing.

Including all necessary appurtenances and restoration.

3. EXAMINATION OF SPECIFICATIONS

Contract documents may be examined online at [www.preinnewhof.com/planroom](http://www.preinnewhof.com/planroom) or at the offices of:

Prein&Newhof, 3355 Evergreen Drive NE, Grand Rapids, MI 49525
And some local plan rooms.
4. DEPOSIT FOR DRAWINGS AND SPECIFICATIONS

Drawings and specifications are available online at www.preinnewhof.com/plan-room or at the Grand Rapids Office of Prein&Newhof after November 10, 2020. Electronic drawings, specifications and bidding documents will be accessible/available only to those Bidders who are active members of the Prein&Newhof Plan Room. Bidder assumes sole risk for any project specifications and drawings, electronic or hard copy, obtained other than directly from Prein&Newhof. Hard copy drawings and specifications are available for the fee of $80.00 dollars. Prein&Newhof Plan Room members who want to purchase the hard copy of the drawings only, may do so for $18.00 dollars. A $15 dollar charge will be added to all mailed drawings and/or specifications. Fees are payable by cash or check only and are not refunded.

5. FUNDING

The work to be performed under this contract will be financed and paid for by funds received from Grand Haven Charter Township.

6. BID SURETY

A bid bond, certified check, or cashier’s check payable to Grand Haven Charter Township in an amount equal to five percent (5%) of the total price shall accompany each bid. This surety shall bind the bidder for a period of forty-five (45) days after the receipt of bids.

7. COMPLETION DATE

The roofing project shall be completed ninety (90) days from Notice to Proceed. The mechanical project shall be completed 30 days following completion of the roofing project.

William D. Cargo, Superintendent
Grand Haven Charter Township
Ottawa County, Michigan
Instructions To Bidders

Owner: Grand Haven Charter Township, Ottawa County, Michigan

Project Title: Ferris Street Water Main Extension

Project #: 2190765

1. CONTRACT DOCUMENTS

The contract documents consist of material outlined in Article 9 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. 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.

Questions related to the bidding process for the project shall be directed to Kevin Kieft, P.E. at 231-798-0101 or via email at kkieft@preinnewhof.com. Questions related to project specifications shall be directed to Neale Bauman at 616-438-9101 or via email at nbauman@thedesignforum.com.

Any conclusions or information obtained or derived from Contract Documents will be at the user’s sole risk. Prein&Newhof will maintain the master copy (hard copy), from which all electronic copies are based in its Grand Rapids Office. In the case of any contract discrepancy, the Master Copy (hard copy) shall be considered the controlling document.

3. 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.
4. 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. Bid Surety

See ADVERTISEMENT “BID SURETY”

C. 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. The Bid Proposal Documents include: Bid Proposal Checklist, Bid Proposal, and Bid Proposal – Unit Prices. *Electronic proposals will be accepted and are the preferred method of submittal.*

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.

The procedure for submitting electronic bids is as follows:

1) Bidders are to submit their bid electronically to Kevin Kieft at kkieft@preinnewhof.com and Mark Verberkmoes at mverberkmoes@ght.org.

2) Grand Haven Charter Township or Prein&Newhof will verify receipt of the bid by email. If a confirmation receipt is not received, bidders should call 231-798-0101 to obtain verification. It is the bidders responsibility to obtain this verification.

3) The subject line for bid submittals shall include reference to the contract being bid, "*Bid Proposal – Administration Building Roof or Mechanical Repairs*”. Attached Bid Proposal documents and bid bonds shall be in the form of a pdf titled with *Administration Building Roof Repairs or Mechanical Repairs and*
**Bidders Name.** All bid proposal documents shall be submitted in PDF format with a file size not to exceed 10MB.

4) In the event that bidders are not able to submit their bid electronically, bidders shall be required to contact Mark Verberkmoes at the Grand Haven Charter Township Administration Office at (616) 604-6313 to setup an appointment to deliver the bid proposal.

5) All bids received shall remain sealed and unopened until the bid opening. A bid opening will be conducted via a conference call. Conference call information is provided below.

   **Meeting link:**
   https://zoom.us/j/5184773253?pwd=UmRnQWQyWIz0QWlck53NWF2NTBmZz09
   **Phone Number for Audio:** +1.929.436.2866
   **Meeting ID:** 518-477-3253
   **Password:** 205880

D. **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.

E. **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.

F. 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.

5. WITHDRAWAL OF BIDS

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 forty-five (45) days thereafter.

6. 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.

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.
Owner: Grand Haven Charter Township

Project Title: Administration Building Roof Repairs

Project #: 2190765

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, has been acknowledged and any revisions to the proposal completed.

☐ Bid proposal legally signed in ink.

☐ All unit prices are completed in ink.
Bid Proposal-Mechanical Trades

Owner: Grand Haven Charter Township

Owner Address: 13300 168th Avenue, Grand Haven, Michigan 49417

Project Title: Administration Building Roof Repairs

Bid Date & Time: December 3, 2020 at 10:00 am   Project #: 2190765

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

Date Prepared: ____________________________

Receipt of Addenda

Receipt of Addenda ______ through _______ is hereby acknowledged.

Summary of Bids

Total 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

Contractor’s Name ____________________________ Telephone Number ____________________________

Business Address ____________________________ City ____________________________ Zip Code ____________________________

Signature ____________________________ Title ____________________________ Date ____________________________

Seal (if bidder is a corporation)
Bid Proposal-Roof Trades

Owner: Grand Haven Charter Township

Owner Address: 13300 168th Avenue, Grand Haven, Michigan 49417

Project Title: Administration Building Roof Repairs

Bid Date & Time: December 3, 2020 at 10:00 am  Project #: 2190765

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

Date Prepared: ______________________

Receipt of Addenda

Receipt of Addenda _________ through __________ is hereby acknowledged.

Summary of Bids

Total 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

Contractor’s Name __________________________ Telephone Number __________________________

Business Address __________________________ City __________________________ Zip Code __________________________

Signature __________________________ Title __________________________ Date __________________________

Seal (if bidder is a corporation)
[Intentionally left blank]
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Grand Haven Charter Township, 13300 168th Avenue, Grand Haven, Michigan 49417 (“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: Administration Building Roof Repairs

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Administration Building Roof Repairs

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 ____, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before ____.

4.03 Contract Times: Days

A. The Work will be substantially complete within Ninety Days (90) 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 Ninety (90) days after the date when the Contract Times commence to run. Mechanical Trades completion date to be Thirty (30) days after Roofing repairs are completed.

4.04 Milestones

A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 [event & date/days]
2. Milestone 2 [event & date/days]
3. Milestone 3 [event & date/days]

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 $500.00 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 $500.00 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 $[number].

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).

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
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</table>

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) $[number].

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. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: Administration Building Roof Repairs.
   7. Addenda (numbers [number] to [number], inclusive).
   8. Exhibits to this Agreement (enumerated as follows):
      a. [list exhibits] Contractor’s Bid (pages 1 to 1, inclusive)
      b. Insurance Specifications (pages 1 to 13, inclusive).
      c. The 2012 Standard Specifications for Construction adopted by the Michigan Department of Transportation are hereby incorporated into these contract documents.
      d. [List other required attachments (if any), such as documents required by funding or lending agencies]
   9. 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: Grand Haven Charter Township

By: __________________________

(date signed)

Name: __________________________

 typed or printed

Title: __________________________

 typed or printed

Attest: ________________________

(individual’s signature)

Title: __________________________

 typed or printed

Address for giving notices:

13300 168th Avenue

Grand Haven, Michigan 49417

Designated Representative:

Name: __________________________

 typed or printed

Title: __________________________

 typed or printed

Address: _______________________

Phone: _________________________

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.)

Contractor:

By: __________________________

(individual’s signature)

Date: _________________________

(date signed)

Name: __________________________

 typed or printed

Title: __________________________

 typed or printed

Attest: ________________________

(individual’s signature)

Title: __________________________

 typed or printed

Address for giving notices:

____________________________________

Designated Representative:

Name: __________________________

 typed or printed

Title: __________________________

 typed or printed

Address: _______________________

Phone: _________________________

Email: _________________________

License No.: ___________________

(Where applicable)

State: _________________________
## PERFORMANCE BOND

<table>
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<tr>
<th>Contractor</th>
<th>Surety</th>
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<tr>
<td><strong>Name:</strong></td>
<td><strong>Name:</strong></td>
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<tr>
<td><strong>Address (principal place of business):</strong></td>
<td><strong>Address (principal place of business):</strong></td>
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<table>
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<tr>
<th>Owner</th>
<th>Contract</th>
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<tr>
<td><strong>Name:</strong> Grand Haven Charter Township</td>
<td><strong>Description (name and location):</strong> Administration Building Roof Repairs</td>
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<tr>
<td><strong>Mailing address (principal place of business):</strong></td>
<td><strong>Contract Price:</strong></td>
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<tr>
<td>13300 168th Avenue</td>
<td><strong>Effective Date of Contract:</strong></td>
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<tr>
<td>Grand Haven, Michigan 49417</td>
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<td><strong>Bond Amount:</strong></td>
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<td><strong>Date of Bond:</strong></td>
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<td><em>(Date of Bond cannot be earlier than Effective Date of Contract)</em></td>
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<tr>
<td>Modifications to this Bond form:</td>
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<td>☐ None ☐ See Paragraph 16</td>
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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

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<th>Surety</th>
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<td><strong>(Full formal name of Surety) (corporate seal)</strong></td>
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### 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.
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: [Describe modification or enter “None”]
# PAYMENT BOND

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Address <em>(principal place of business):</em></td>
<td>Address <em>(principal place of business):</em></td>
</tr>
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<table>
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<tr>
<th>Owner</th>
<th>Contract</th>
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<tbody>
<tr>
<td>Name:  Grand Haven Charter Township</td>
<td>Description <em>(name and location):</em> Administration Building Roof Repairs</td>
</tr>
<tr>
<td>Mailing address <em>(principal place of business):</em></td>
<td>Contract Price:</td>
</tr>
<tr>
<td>13300 168th Avenue</td>
<td>Effective Date of Contract:</td>
</tr>
<tr>
<td>Grand Haven, Michigan 49417</td>
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<tr>
<th>Bond</th>
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<tr>
<td>Bond Amount:</td>
</tr>
<tr>
<td>Date of Bond:</td>
</tr>
<tr>
<td><em>(Date of Bond cannot be earlier than Effective Date of Contract)</em></td>
</tr>
<tr>
<td>Modifications to this Bond form:</td>
</tr>
<tr>
<td>☐ None ☐ See Paragraph 18</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Contractor as Principal</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>(Full formal name of Contractor)</em></td>
<td><em>(Full formal name of Surety) (corporate seal)</em></td>
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<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td><em>(Signature)</em></td>
<td><em>(Signature) (Attach Power of Attorney)</em></td>
</tr>
<tr>
<td>Name:</td>
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<td>Attest:</td>
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<tr>
<td>Title:</td>
<td>Title:</td>
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</tbody>
</table>

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.
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: [Describe modification or enter “None”]
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®
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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 form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting 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, or both; 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, or both; 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; or (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. 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), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree 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 the 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. **Engineer**—The individual or entity named as such in the Agreement.

21. **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.

22. **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. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. **Liens**—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. **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.

26. **Notice of Award**—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.

27. **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.

28. **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.

29. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.

30. **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.

31. **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.

32. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.

33. **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.

34. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.

35. **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.

36. **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.
37. **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 furnished by Owner which are designated for the use of Contractor.

38. **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.

39. **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.

40. **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 thereof.

41. **Successful Bidder**—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.

43. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, 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.

44. **Technical Data**—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. **Underground Facilities**—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. **Unit Price Work**—Work to be paid for on the basis of unit prices.

47. **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.
48. **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 the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. **Intent of Certain Terms or Adjectives:**

1. 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:**

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. **Defective:**

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
   a. does not conform to the Contract Documents; or
   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
   c. 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 15.04).

E. **Furnish, Install, Perform, Provide:**

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean 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. 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 Bonds and Evidence of Insurance

A. Bonds: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. Evidence of Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. Evidence of Owner’s Insurance: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), 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 executed 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 specifically 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 Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items 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 items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one 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 or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall 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.

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, shall mean 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, 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.

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 Documents 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 Documents 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 shall 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 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 thereunder.

**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 give written notice to Owner and Contractor 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 editions, 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 shall preclude 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 thirtieth 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 sixty-first day after the day of Bid opening or the thirtieth 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 shall 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 shall 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 shall 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 the Contract Times and Contract Price. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the 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. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times. Such an adjustment shall 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 utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. 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.

E. Paragraph 8.03 governs 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.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times 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.
G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor 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; 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 7.12, 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 at law; 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 shall 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 known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); 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 upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. 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; or
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.
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 either:

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; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
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 the necessity of Owner’s obtaining 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 above; 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. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, 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 conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

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; or
   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 as 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, or both, then any such adjustment shall 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, or both, 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.

5.05 Underground Facilities

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. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. 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 existing Underground Facilities at the Site;
   b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
   c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
   d. 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 in the Contract Documents, or was not shown or indicated 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), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. **Engineer’s Review:** Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to 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. 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. **Possible Price and Times Adjustments:**

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, 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. 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 conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times; and
   d. 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, or both, then any such adjustment shall 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, or both, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the Underground Facility in question.
5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

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

2. 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 Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. 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; or

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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, 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.

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 or 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.H shall obligate 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 shall obligate 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 all of Contractor’s obligations under the Contract. These bonds shall 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 Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, 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 shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. 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.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

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. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is...
maintaining the policies, coverages, 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.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements 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 and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. 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, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of 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.

G. 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.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect 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 shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. 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.

6.03 Contractor's Insurance

A. Workers' Compensation: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

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).
4. Foreign voluntary worker compensation (if applicable).

B. 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. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees.
   2. claims for damages insured by reasonably available personal injury liability coverage.
   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.

C. 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 coverages and endorsements:
   1. Products and completed operations coverage:
      a. Such insurance shall be maintained for three years after final payment.
      b. 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.
   2. 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.
   3. Broad form property damage coverage.
   4. Severability of interest.
   5. Underground, explosion, and collapse coverage.
   6. Personal injury coverage.
   7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 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.
   8. 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.

D. Automobile liability: Contractor shall purchase and maintain 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. The automobile liability policy shall be written on an occurrence basis.

E. Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. 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.

G. **Additional insureds**: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such 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.

H. **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 be responsible for purchasing and maintaining 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.

I. **General provisions**: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.
2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three 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.
4. remain in effect at least until final payment (and longer if expressly required in this Article) 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.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed 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.

J. 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.
6.04 **Owner’s Liability Insurance**

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner’s option, may purchase and maintain at Owner’s expense Owner’s own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. 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.

6.05 **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 full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder’s risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as “insureds.”

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 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.

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.

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).
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).

6. extend to cover damage or loss to insured property while in transit.

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.

8. allow for the waiver of the insurer’s subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. **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 Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed 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.

C. **Deductibles:** The purchaser of any required builder’s risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

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 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.

E. **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 Paragraph 6.05, it may do so at Contractor’s expense.

F. **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.
6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, 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 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.

B. 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:

1. loss 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 perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner 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.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. 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 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.

6.07 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder’s risk and other policies of insurance required by Paragraph 6.05 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 6.05 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 this Contract or applicable Laws and Regulations.

C. 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.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 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 at all times maintain good discipline and order at the Site.

B. 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 shall 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.

7.03 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 shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and
guarantees required by the Specifications shall 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 shall 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.

7.04 “Or Equals”

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, 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 material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that:

      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) it 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) it has a proven record of performance and availability of responsive service; and

      4) it is not objectionable to Owner.

   b. Contractor certifies that, if approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and

      2) it 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 shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. **Treatment as a Substitution Request:** If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 **Substitutes**

A. Unless the specification or description of an item of material or equipment 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 material or equipment under the circumstances described below. To the extent possible such requests shall 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 material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.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 material or equipment that Contractor seeks to furnish or use. The application:

   a. shall 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 that specified, and
      3) be suited to the same use as that 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 that specified, and
2) available engineering, sales, maintenance, repair, and replacement services.

d. shall 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 shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities 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, Supplier, or other individual or entity 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 five days.
E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. 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, Suppliers, or other individuals or entities 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, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, 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, Supplier, or other individual or entity, whether initially or as a replacement, shall 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 fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
O. Nothing in the Contract Documents:
   1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
   2. shall create 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.

7.07 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 a particular 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 shall be disclosed by Owner 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.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. 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.
7.09 **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.

7.10 **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. Except where otherwise expressly required by applicable Laws and Regulations, 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 shall not be Contractor’s responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Owner or Contractor may give 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 notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 **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.

7.12 **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. 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.

B. 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. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when 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.

C. Contractor shall comply with the applicable requirements of Owner’s safety programs, if any. The Supplementary Conditions identify any Owner’s safety programs that are applicable to the Work.

D. 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.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.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).

F. Contractor’s duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor’s duties and responsibilities for safety and protection shall 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.

7.13 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of 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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 **Shop Drawings, Samples, and Other Submittals**

A. **Shop Drawing and Sample Submittal Requirements:**

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
   a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
   c. determined and verified 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
   d. determined and verified all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall 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 submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. **Submittal Procedures for Shop Drawings and Samples:** Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. **Shop Drawings:**
   a. Contractor shall submit the number of copies required in the Specifications.
   b. Data shown on the Shop Drawings will 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.D.

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.D.

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. **Other Submittals:** Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. **Engineer’s Review:**

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 shall 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.

5. Engineer’s review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 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, shall 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, Sample, or other submittal shall 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.D.4.

E. Resubmittal Procedures:

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 submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer’s charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

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

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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor’s warranty and guarantee.

B. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper 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.

C. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents:

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. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.
D. 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 shall 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 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 shall 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.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer’s officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop
Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer’s review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer’s review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

**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 utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.

D. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 8, 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.
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 at or adjacent to the Site for Owner, the Owner’s employees, any other contractor working for Owner, or any utility owner 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, or both. 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 shall 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. When applicable, any such equitable adjustment in Contract Price shall 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 is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

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. 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 to 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.

C. 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 to Contractor.
D. 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 shall 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 Documents (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 10.08. 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 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 Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer’s authority as to Change Orders is set forth in Article 11.

D. Engineer’s authority as to Applications for Payment is set forth in Article 15.

10.06 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.

10.07 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.

10.08 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, shall 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 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 10.08 shall also apply to the Resident Project Representative, if any.

10.09 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 (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplemetning Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. Change Orders:

   a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

   b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not 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, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. Work Change Directives: 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 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an
adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* 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. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *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. Such changes shall be supported by Engineer’s recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes 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 shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate 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.

11.03 *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.

11.04 *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 shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall 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); or

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 11.04.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
A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor’s progress.

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under
the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. **Procedures**: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. 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. The supporting data shall 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. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. **Engineer’s Action**: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall 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.

3. **Binding Decision**: Engineer’s decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. **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 that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the 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 11.02, (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 in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
ARTICLE 12 – CLAIMS

12.01 Claims

A. **Claims Process:** The following disputes between Owner and Contractor shall be submitted 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; and

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.

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 shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be incorporated in a Change Order 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. 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 shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, 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, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall 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 for services specifically related to the Work.

5. Supplemental costs including 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, and hand tools not owned by the workers, 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.
   c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 6.05), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 shall not include any of the following items:

1. Payroll costs and other compensation of Contractor’s officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, 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. Expenses of Contractor’s principal and branch offices other than Contractor’s office at the Site.

3. Any part of Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work and charges against Contractor for delinquent payments.

4. 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.

5. 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:** When the Work as a whole is performed on the basis of cost-plus, Contractor’s fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor’s fee shall be determined as set forth in Paragraph 11.04.C.

E. **Documentation:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

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 on account of any of the foregoing will be valid.

C. **Contingency Allowance:** Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall 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, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer’s written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.
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 will 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 therewith 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 shall 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 shall 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 shall 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 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 shall 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 special 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, or both, 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 shall 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 rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven 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 on account of 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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and 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.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor’s legitimate obligations associated with prior Applications for Payment.

3. 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, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor’s failure to comply with Laws and Regulations applicable to Contractor’s performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, 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 on account of Contractor’s conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of 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 that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
   
j. liquidated 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;
   
l. there are other items entitling 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 shall 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 shall be treated as an amount due as determined by Paragraph 15.01.C.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 seven 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 shall 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 seven 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 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 6.05 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 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall 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 disputes that Contractor believes are unsettled; 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 Application and Acceptance:

   1. 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 ten days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall 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. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. 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. 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.

D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer’s recommendation,
including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

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 from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor’s failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor’s continuing obligations under the Contract Documents.

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 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 terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then 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 other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, 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 therefrom.

B. If 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 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. 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.

D. 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.
E. Contractor’s obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not 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, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall 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) ten 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) 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 seven 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 shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

A. Upon seven 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 on account of loss of anticipated overhead, profits, or revenue, 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 seven 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, seven 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; and
2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising 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; or
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 Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

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 shall not constitute a waiver of that provision, nor shall 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 or completion of the Contract or termination 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 *Headings*

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

## Administration Building Roof Repairs

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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 provided 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.


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.

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

e. 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:

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.

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:
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;

800-23
Add the following new paragraph immediately after Paragraph 17.01.B

### 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.
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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Haven Charter Township</td>
<td>13300 168th, Grand Haven, MI 49417</td>
<td>(616) 842-5988</td>
</tr>
<tr>
<td>Prein&amp;Newhof</td>
<td>4910 Stariha Drive, Muskegon, MI 49441</td>
<td>(231) 798-0101</td>
</tr>
</tbody>
</table>

The additional insured coverage shall include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and every additional insured; 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 polices 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

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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

1.5.2.1 Each Occurrence $1,000,000
1.5.2.2 General – Aggregate $2,000,000

1.5.3 Contractor’s Commercial General Liability Policy

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

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

1.5.4.1 Combined Single Limit of $1,000,000

1.5.5 Worker’s Compensation and Employer’s Liability Policy

1.5.5.1 Michigan Statutory Limits
1.5.5.2 Employer’s Liability

1.5.5.2.1 Each accident $500,000
1.5.5.2.2 Disease – each employee $500,000
1.5.5.2.3 Disease – policy limit $500,000

1.5.6 Excess or Umbrella Liability Policy

Unless increased limits are required as checked below, the limits shall be:
1.5.6.1 General Aggregate $2,000,000
1.5.6.2 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

1.5.6.1 General Aggregate $5,000,000
1.5.6.2 Each Occurrence $5,000,000

**Option Two**  ☐ Check if required

1.5.6.1 General Aggregate $10,000,000
1.5.6.2 Each Occurrence $10,000,000

1.5.7 Builder’s Risk “all risk” policy
☐ Check if required
Full Replacement Cost

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

1.5.8 Contractor’s Pollution Liability Policy $1,000,000
1.5.9 Railroad Protective Liability $
☐ Check if required $
1.5.10 Aviation Liability Insurance
☐ Check if required

1.5.10.1 General – Aggregate $2,000,000
1.5.10.2 Products – Completed Operations Aggregate $2,000,000
1.5.10.4 Each Occurrence $1,000,000

1.5.11 Other insurance ☐ Check if required (List Type) $
[Intentionally left blank]
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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: CONTACT
Phone: 
Fax: 

Insured: Owner's Name and Address

Insurer(s) Affording Coverage

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>AM BEST FINANCIAL</td>
</tr>
<tr>
<td>B</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
</tr>
<tr>
<td>F</td>
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</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE 1,000,000</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE 2,000,000</td>
</tr>
<tr>
<td>F</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COM/O AGG</td>
</tr>
</tbody>
</table>

Description of Operations / Locations / Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder

Contractor's Name and Address

Cancellation

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**

**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:**
- Name:
- Phone:
- Fax:

**Insured:**
- Contractor's Name and Address:
- 
- 

**Insurer(s) Affording Coverage:**
- Insurer A: AM Best Financial
- Insurer B: 
- Insurer C: 
- Insurer D: 
- Insurer E: 
- Insurer F: 

**Coverages Certificate 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.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective (MM/DD/YYYY)</th>
<th>Policy Expired (MM/DD/YYYY)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Liability</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Commercial General Liability</td>
<td>1</td>
<td>100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>+ Claims-Made</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>+ Occur</td>
<td>1,000,000</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Automobile Liability**
- Any Auto
- All Owned Autos
- Sched Autos
- Hired Autos
- Non-Owned Autos

**Umbrella Liability**
- Excess Liab
- Occur
- Claims-Made

**Workers Compensation and Employers’ Liability**
- Any Proprietor/Partner/Executive Officer/Member Excluded?
- Y/N
- N/A

**Builder's Risk "All Risk" Property Pollution Liability**
- Contents
- Full Replacement Cost
- $1,000,000

**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

**Cancellation**
- 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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PART 1 - GENERAL

1.01 GENERAL

A. Related Sections: Some Sections of the Specifications (Divisions 1 through 48) 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.

1.02 SUMMARY OF WORK

The work covered by the Contract Documents consists of roof repairs and mechanical work on a portion of the administration building of the Grand Haven Charter Township Hall located at 13300 168th Avenue, Grand Haven, MI. Included in this work is furnishing all supervision, labor, materials, equipment, activities and related costs necessary for completing the improvements. Work includes but is not limited to:

**Roofing Trades Bid Scope:** To remove existing roof system as detailed on the drawings. Existing metal deck and DensGlas Sheathing to remain. Install new roof insulation in 3 layers as detailed with the final layer having a plywood nailing surface. Install self healing membrane (Ice and Water Shield) over the plywood deck and then install a new standing seam metal roof as specified and detailed including all flashings and sealants required to create a water tight installation. Refer to drawings and specs for complete details.

**Mechanical Trades Bid Scope:** Remove existing ceiling panels as required to remove existing Visquee sheets and batt insulation from the plenum in areas beneath the new metal roof. Install a new return air duct system as detailed and specified on the mechanical drawings. Replace existing ceiling panels after completion of all work in the plenum. Replace any damaged ceiling panels with new as specified to match existing.

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.

A. The Contractor shall guarantee all equipment and work for one year from the date of substantial completion.

B. Phasing:

1. Roofing Trade work shall be completed within 90 days of Notice to Proceed with Mechanical Trade work completed 30 days following Roofing Trade work.

1.03 CONTRACTOR USE OF SITE AND PREMISES

A. Limit use of site and premises to allow Owner access to and operation of all existing operations.

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

B. Access to Site
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. Use of Site for Storage and Field Office: Space for storage and field office for the Contractor is his responsibility. Any structures or facilities needed for storage or field office shall be constructed by the Contractor at his 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.

G. 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.

1.04 WORK SEQUENCE AND COORDINATION

A. The Contractor shall maintain the Owner’s ability to operate the administration building during the construction process. Contractor shall provide all temporary 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.

1.05 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 water treatment plant and 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 downtime, 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 30 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.

1.06 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.

1.07 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.

1.08 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 administration building 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 once every month, as necessary, 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
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.

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. 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.

2. 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.

3. 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.

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 CD shall be provided of the entire manual in electronic, PDF, format.

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. 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.
   d. 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 two copies 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. Within 30 days after the Engineer’s approval of the two-copy submittal, the Contractor shall furnish to the Engineer the remaining copies of the manual. Appropriate space shall be left in the manual for material non available at the time of the initial submittal. Manual shall be complete prior to request for final payment.

The costs of the Operation and Maintenance Manual shall be included in the Contract Price and no separate payment will be made therefore.

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.

END OF SECTION
PART 1 - GENERAL

1.01 GENERAL

A. This section covers provision of temporary utilities by the Contractor or Owner during the Work.

1.02 TEMPORARY SERVICES

A. Temporary Heat: The Contractor shall provide temporary heat as soon as possible inside buildings for use in furnishing and protecting the interior. The Contractor shall provide the heating apparatus, fuel, labor and other incidental items to provide this temporary heat. The Contractor may use the building's heating system once it is installed.

Except as otherwise called for, a minimum temperature of 50°F and a maximum temperature of 75°F in the building shall be maintained during working hours. At other times the temperature in the building shall be kept above freezing.

See requirements for detailed specifications for minimum temperature to be maintained for the application of work under the various trades.

B. Temporary Power: Within the limits of the available power supply from the existing service, the Owner will furnish necessary electricity to the Contractor without charge, providing the Contractor takes reasonable means to conserve it. Distribution of the electricity is the Contractor's responsibility.

C. The Electrical Subcontractor shall be responsible for, and include in his bid price, the cost of: wiring for lighting and power outlets in areas where lighting and power source is not ample as determined by the General Contractor or Engineer; temporary connections for motors, pumps, burners, etc. at the direction of the Engineer where heating, ventilation, or other equipment testing is required during construction; and removal of all temporary service items at the end of the project.

D. Temporary Water: Within the limits of the available water supply from the existing service, the Owner will furnish necessary water to the Contractor without charge, provided the Contractor coordinates use with the Owner and takes reasonable means to conserve it. The Contractor shall be responsible for the distribution of the water.

E. Temporary Sanitary Facilities: The General Contractor shall provide temporary facilities for use of all workers on the project. Maintain in clean, sanitary condition and remove same, and all contents upon completion of the work.

F. Temporary Internet Service: There is no internet service available for Contractor use on the site. If the Contractor desires to have internet service for himself and/or subcontractor it shall be the responsibility of the Contractor to obtain and pay for internet service. If internet service is obtained by the Contractor, Contractor shall provide internet access to the Owner and Engineer upon request.
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.
      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 or added thereto by addendum during the bidding period. An add/deduct price may also be provided for alternate equipment as shown on the Bid Proposal. All cost associated with utilizing equipment provided by other Manufacturers shall be included in the add or deduct including all building, electrical, mechanical or any other changes necessary to install the equipment. In addition, 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

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Proposed Substitute Material/Equipment:

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Approval of Substitution

Contractor: ___________________________ Date: ____________

Not Approved

Engineer: ___________________________ Date: ____________
PART 1 - GENERAL

1.01 GENERAL

A. Prior to Substantial Completion, Contractor shall conduct startup and adjustment of all portions of the work to provide a fully functional booster station. All equipment provided shall be subject to the requirements of this section and further requirements in each section where specific equipment is specified.

PART 2 - PRODUCTS

*** Not Used ***

PART 3 - EXECUTION

3.01 PERFORMANCE TEST AND TRIAL OPERATION

Performance tests of the new facilities will be required and will be made in the presence of the Owner, Contractor, and Engineer. All areas where work has been performed shall be thoroughly cleaned before beginning any performance tests. Operating personnel and power will be provided by the Owner. If any part of the equipment does not meet specifications, the Contractor shall correct the situation to the approval of the Engineer. The Contractor shall provide personnel and bear all costs of correcting any malfunctions in the work under this Contract.

A two week trial operation period shall be conducted. Training of GHCT personnel shall be conducted as requested by the Owner during the performance test and trial operation period. The performance test will be considered complete when the Contractor has corrected any malfunctions in the work and the Owner indicates the test has been completed to his satisfaction. Equipment testing and performance testing shall be conducted as construction proceeds.

END OF SECTION
02 41 19  SELECTIVE DEMOLITION

02 41 19  PART 1 GENERAL
1.1 INCLUDED PROVISIONS - The General Conditions, Supplementary Conditions, and Division 1, General Requirements, apply to this work.

1.2 RELATED WORK SPECIFIED ELSEWHERE
A. HVAC Trades Demolition: Specified on drawings.

1.2 REQUIREMENTS OF REGULATORY AGENCIES
A. Obtain permit(s) for demolition, transport, and disposal of debris from Federal, State, and local authorities when required by them.
B. Comply with MIOSHA and Health Agency requirements with respect to identification and hazard control of lead, asbestos, and other hazardous substances. Provide trained personnel as required by these agencies.
C. In each area of demolition, utility services, such as water, gas, steam, electricity, and telephone shall be de-energized, out of service, and sealed in accordance with the rules and regulations of the jurisdiction and/or the utility involved.

1.3 JOB CONDITIONS
A. The Owner will occupy the existing building. Maintain services to this building until specific arrangements of interruption are agreed upon with the Owner.
B. Demolition work shall be done in such a manner as to avoid hazards to persons and property, interference with the use of the existing building(s), and interruption of free passage to and from building(s).
C. Demolition work shall be done in accordance with procedures established at a meeting between the contractual parties and Architect.
D. Erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact.
E. Insure minimum interference with streets, driveways, parking areas, sidewalks, and adjacent facilities.

02 41 19  PART 2 PRODUCTS (NOT USED)

02 41 19  PART 3 EXECUTION
3.1 CONDITIONS, DIMENSIONS AND MEASUREMENTS – Refer to Division 1.

3.2 PREPARATION
A. Give Owner minimum 7 days notice to remove loose, unattached items which are to be saved.
B. When demolition is planned to occur during Owner occupancy, conduct demolition in stages as indicated in the Construction Documents and/or as agreed with Owner’s authorized agent.
C. Close off each stage of demolition in agreed upon areas with dustproof partitions. Fire exits must be maintained by provision of passage doors acceptable to the Fire Marshal and/or applicable codes. Leave partitions in place until the respective stage of demolition is complete.
D. If an item remains in the completed project but interferes with demolition, temporarily remove and reinstall when demolition is complete.

E. Prior to demolition, verify that materials being removed are not part of or a structural component supporting walls, floors, roofs or other objects that would become unstable during or when demolition is completed. Refer to drawings for new construction to assure new supporting members are installed prior to beginning demolition. Notify Architect if removal of any item will make other building components unstable.

F. Provide and maintain temporary shoring as required to support existing work to remain. All engineering, design, fabrication, setup and take down is the responsibility of this trade. Plan carefully and in advance so that any requirements for shoring do not adversely affect the scheduling of the work.

3.3 DEMOLITION

A. Carefully remove items to be salvaged and/or reused and demolish other items indicated to be removed as indicated on the Drawings and/or as conditions require for new construction.

B. Accomplish removal in manner that leaves a clean, even surface, ready for application of new work.

C. Mechanical and electrical contractors shall remove piping, conduit, equipment and other items pertaining to their respective trades. Protect, reroute, and/or cap utilities as necessary and as directed. Include temporary removal and reinstallation where necessary.

D. Removal of existing roof curbs, skylights, stacks, and other roof system components scheduled for removal which, upon removal, will interfere with the watertightness of the existing roof is to be done by the respective Contractor responsible for the new work or modification but coordinated with the Roofing Contractor. Take steps to assure no damage to existing construction to remain.

E. When existing roof system is under warranty, repairs shall only be done by the system manufacturer's authorized roofer. Verify warranty status with Owner.

F. Temporarily remove ceiling tile and/or panels as required to facilitate the work of the mechanical trades and removal of above ceiling insulation and visquene. Reinstall after completion of the work. Material damaged during removal shall be replaced with matching material at no cost to the Owner.

3.4 SALVAGE SCHEDULE

A. Materials designated to be reused shall be removed, salvaged, cleaned and stored in a proper and protected area.

B. Materials which will be removed because of demolition and which are not to be reused or turned over to the Owner shall become the property of the Prime Contractor, to be removed by him from the site. Contractors are encouraged to recycle all waste materials where local recycling programs are available.

3.5 DISPOSAL - Remove debris that cannot be recycled promptly and regularly from the site and place at a legally designated and local authority approved solid waste disposal site. Do not store or burn on site any materials to be disposed.
3.6 CLEANUP

A. Leave the project clear of demolition materials, equipment, rubbish, and debris, and in a clean and neat condition.

B. Plan to patch and/or restore existing work scheduled to remain but inadvertently damaged by this work. Patching and restoration shall be to the satisfaction of the Owner and Architect. Match adjacent undisturbed surfaces and materials including finish unless indicated otherwise in the Drawings. Masonry shall be toothed in to existing.

END OF SECTION
06 10 00 ROUGH CARPENTRY

06 10 00 PART 1 GENERAL

1.1 INCLUDED PROVISIONS - The General Conditions, Supplementary Conditions, and Division 1, General Requirements apply to this work.

1.2 QUALITY ASSURANCE

A. Execute work and have inspected in accordance with local and state codes, laws, ordinances, rules and regulations. The applicable building code is the Michigan Building Code, current edition.

B. Have work inspected upon completion, and, if required, obtain certificate of inspection and approval from inspecting agency.

C. Provide new materials unless specifically noted otherwise.

D. Each piece of lumber shall bear a grademark from an agency certified by the American Lumber Standards Committee per PS20-05; WWPA, SPIB, etc.

E. Each piece of plywood shall bear a grademark from the Engineered Wood Association (APA) or its certified agency. Softwood plywood to meet U.S. Product Std. PS 1-83.

F. Treated wood shall conform with the standards of the American Wood Preservers Institute and bear one of its quality marks: AWPI or AWPA.

1.3 SUBMITTALS - Provide shop drawings on products specified below indicating materials to be furnished and fabrication details where applicable.

1.4 STORAGE AND PROTECTION

A. Stack lumber to insure proper ventilation and drainage. Protect lumber from the elements. Maintain moisture content below 19%.

B. Unload in a dry place and cover with waterproof membrane to protect from the elements. Polyethylene covering, if used, shall be ventilated.

06 10 00 PART 2 PRODUCTS

2.1 LUMBER

A. Nominal size per plans; air or kiln dried to moisture content of 19% maximum including treated wood.

B. Grades:

C. Treatments:
   1. Decay and Insect Resistant Treated Wood: Pressure treat blocking on roof(s), parapets, for exterior fascias, sidings, or soffits, and where indicated on the Drawings as treated wood:
   2. Preservative Treatment: Waterborne, alkaline copper quaternary (ACQ) preservative system containing no arsenic and no chromium.

2.2 PLYWOOD

A. Comply with PS 1 US Product Standard for Construction and Industrial Plywood for plywood construction panels and, for products not manufactured under PS1 provisions, with APA PRP-108.

D. Grades:
   1. Subflooring, wall and roof sheathing: C-D grade; exterior glue.
2. Roof Sheathing: APA Rated Sheathing, Exterior, Exposure 1. Thickness as required to suit joist spacing indicated on drawings.

2.3 INSULATION - Refer to Section 07 20 00.

06 10 00 PART 3 EXECUTION

3.1 CONDITIONS, DIMENSIONS AND MEASUREMENTS – Refer to Division 1.

3.2 ROOF BLOCKING
   A. Install wood nailers around the perimeter of the roof and around all roof projections and penetrations detailed on the Drawings. Coordinate with roofer so that height of nailers will match total thickness of insulation. Provide 1/2" vent space, maximum 4’ o.c. staggered between length of nailers.
   B. Firmly anchor per roof system manufacturer's recommendations for anticipated wind uplift loads; but, support and fasten nailers 16" o.c. maximum.....follow recommendations of Factory Mutual I-49 as minimum requirements.

3.3 ROUGH CARPENTRY
   A. Install blocking, grounds, nailers, and sleepers as detailed on the Drawings, Specifications, and as conditions require. Provide a flush, plumb, and level installation for a quality base for the finish work of all trades.
   B. Provide grounds, cripples and nailers as required for installing trim, boarding, wallboards, backing for hanging cabinets, and for all similar situations. Also plywood backup for mounting mirrors, telephone equipment, etc., as required, noted, or detailed.
   C. Plywood, particleboard, underlayment and other sheet goods shall be laid with joints staggered. In layered construction, joints shall be staggered with respect to each layer. Allow for expansion at sheet perimeter.

END OF SECTION
PART 1 GENERAL

1.1 INCLUDED PROVISIONS - The General Conditions, Supplementary Conditions, and Division 1, General Requirements, apply to this work.

1.2 QUALITY ASSURANCE

A. Standards:
   2. FM - Factory Mutual.
   3. UL - Underwriter's Laboratories, Inc.

B. Submittals: Furnish manufacturer's literature of products to be used on this project showing compliance with specifications.

C. Samples: Furnish one minimum 6” x 6” sample of polystyrene foam insulation of each type specified for use on this project. Sample to have manufacturer’s identifying label.

D. Certification: Products delivered for use shall be plainly marked with the manufacturer's name and product code.

1.3 PROTECTION AND STORAGE - Protect from dampness or wetness before, during, and after installation. Store in enclosed, protected, dry locations with ventilation. Damp or water stained insulation shall be removed from the site and replaced at the expense of the trade responsible for its protection.

PART 2 PRODUCTS

2.1 ROOF INSULATION

A. Rigid boards installed as detailed on the drawings for a total resistance "R" of 51 or greater. Note: Calculations of total R to be based on allowed R values per inch at 40°F listed for each insulation type. Allowed R values are maximum per inch regardless of manufacturer’s claimed R values per inch.

B. Insulation shall be classified UL1256 when the proposed roof system is required to meet an Underwriter's Laboratories classification and insulation shall be classified FM4450 when the proposed roof system is required to meet a Factory Mutual classification. Refer to Roof System specification.

1. Isocyanurate foam board; Allowed R = 6/1”thick, 12.16/2”thick, 18.5/3”thick, 25/4”thick, MAY BE USED FOR ALL LAYERS. Must be approved for use by roof system mfr. Minimum properties:
   a. Compressive Strength: Min. 23 psi.
   b. Dimensional Stability: 2% max. linear change when conditioned at 158°F and 97% relative humidity for seven days.
   c. Curing Time: 24 hours min., plus 24 hours min. per inch of thickness, at a min. 60°F before shipment from mfr.

2.2 GAP AND CRACK INSULATION – Polyurethane insulating foam equal to Great Stuff by Dow Chemical.

PART 3 EXECUTION

3.1 CONDITIONS, DIMENSIONS AND MEASUREMENTS – Refer to Division 1.

3.2 INSTALLATION OF ROOF INSULATION – Refer to Section 07 40 00.
3.3 **INSTALLATION OF GAP AND CRACK INSULATION** – Foam into all gaps and cracks in accordance with manufacturer’s written instructions. Do not overfill.

END OF SECTION
07 24 00  EXTERIOR INSULATION AND FINISH SYSTEMS

07 24 00  PART 1 GENERAL

1.1 INCLUDED PROVISIONS - The General Conditions, Supplementary Conditions, and Division 1, General Requirements, apply to this work.

1.2 RELATED WORK SPECIFIED ELSEWHERE
   A. Caulking: Section 07 92 00.

1.3 SYSTEM - Provide Air/Moisture Barrier, EIF System and accessories from single source manufacturer or approved supplier. As the basis for design, the STO Classic NExT system from the Sto Corp. is specified under this Section and constitutes the type, quality of design, material and performance features desired.

1.4 SYSTEM - Expanded polystyrene insulation board field adhered to the substrate, a layer of glass fiber mesh for high impact resistance embedded in plastic veneer base over insulation board, and a finish plastic coating with integral color and texture as manufactured by Sto Industries Inc. or approved equal.

1.5 QUALITY ASSURANCE
   A. Qualifications: The applicator shall be approved by the manufacturer of the system proposed and shall have a minimum of 3 years of experience with this or similar products.
   B. Submittals:
      1. Furnish the system description and a list of materials proposed for use.
      2. Submit copy of approved applicator certificate.
      3. Upon request, submit 12" x 12" samples of each color and texture proposed for use.

1.6 GUARANTEE - Installer shall guarantee the installation against defects for a period of 5 years, and shall provide the manufacturer's warranty of not less than 10 years on materials.

1.7 DELIVERY, STORAGE AND HANDLING
   A. Deliver products in original unopened packages with manufacturer's identification. Deliver in sufficient quantities to allow continuity of work.
   B. Store products in an enclosed shelter, providing protection from damage and exposure to the elements. Minimum storage temperature: 40º F.

1.8 JOB CONDITIONS
   A. Environmental Requirements:
      1. Installing the system prior to or outside the limits of enclosure established for temporary heat as specified in Division 1, when ambient air temperature is below 40º F., shall require cold weather protection per the manufacturer's requirements at the expense of the system installer.
      2. The substrate to receive system shall be free of residual moisture.
   B. Protection: Protect finished work when stopping for the day or when completing an area in order that water will not penetrate behind the system or into the insulation board.
   C. Coordination: Request joints be caulked where detailed as soon as possible after installation of the system. Caulking by caulking trade per Section 07 92 00.
07 24 00 PART 2 PRODUCTS

2.1 MATERIALS
A. Adhesive: As recommended by the system manufacturer.
B. Insulation Board: Polystyrene as supplied and recommended by the system manufacturer. Thickness per Drawings.
C. Mechanical Fasteners and Washers: As recommended by the system manufacturer.
D. Reinforcing Mesh: Use standard glass fiber fabric specifically recommended by the system manufacturer.
E. Trim Beads and Expansion Joints: As recommended by the system manufacturer.
F. Selection will be made from manufacturer's standard colors to match existing.
G. Water: Clean and potable.

2.2 MIXING
A. Mix products when and as required by the system manufacturer in strict accordance with his directions.
B. Additives such as rapid binders, antifreeze, accelerators, etc. are prohibited.

07 24 00 PART 3 EXECUTION

3.1 CONDITIONS, DIMENSIONS AND MEASUREMENTS – Refer to Division 1.

3.2 PREPARATION
A. Substrate shall be sound and free of releasing agents, paint or other residue or coatings. Planar irregularities shall be less than 1/4".

3.3 APPLICATION ON SOFFITS
A. Strictly follow manufacturer’s installation instructions.

3.4 CLEAN UP - As job progresses and at conclusion of work pick up all debris resulting from this portion of the work. Clean all glass, metal, masonry and wood surfaces which have been soiled by the material, leaving them in as-found condition.

END OF SECTION
PART 1 GENERAL

1.1 INCLUDED PROVISIONS - The General Conditions, Supplementary Conditions, and Division 1, General Requirements, apply to this work.

1.2 QUALITY ASSURANCE


B. Submittals:
   1. Furnish shop drawings indicating method of attachment and seaming as well as seaming pattern for all areas prior to commencing any work.
   2. Submit samples of actual panel and finish with shop drawings. Color selection will be made from actual samples only.

C. Applicator shall have at least 3 years’ experience, and shall be acceptable to accepted panel product manufacturer.

1.3 PROTECTION, STORAGE, AND HANDLING

A. Protect components from nicks, scratches, dents, and other damage before, during and after installation. Replace damaged panels unless accepted by the Architect for field repair. Field patch painting shall match factory finish material and color.

B. Deliver panels to job site and store per manufacturer's recommended standards. Store panels on skids or block above ground in such a way as to avoid collecting and retaining water.

C. Promptly remove strippable coatings per manufacturer's recommendations.

D. On roof panels, provide walk boards in areas of heavy traffic and any other measures required to prevent damage by the trades.

1.4 GUARANTY

A. Installer shall warrant installation free from leaks for a period of 5 years. Manufacturer shall warrant finish for a period of 20 years against chalking, film and fade.

PART 2 PRODUCTS

2.1 METAL SHEET

A. Steel System - Shall be 24 ga. (min. .0224” thick) 50ksi galvanized steel (commercial quality, extra smooth) conforming to the requirements of ASTM A-446 and ASTM A-525. Form panel sides with 1 1/2” standing ribs such that adjacent panels can be interlocked for weather tightness and concealed fastening. One side of each panel shall be gasketed or factory caulked with non-hardening sealant.

B. Flashing shall be of same material type and finish as roof panel, but temper may be reduced to facilitate forming. Minimum thickness shall be the same as the roof panel.

C. Finish - Conform to the requirements of National Coil Coater's Association Technical Bulletins 11-2, 11-5 and 11-6 and ASTM D-522-60 and shall be a 1.0 mil (dry thickness) coat of Kynar Fluorocarbon. Color to be selected from manufacturer's full range of colors. Finish shall be protected by a strippable plastic film during shipping and installation.
2.2 ACCESSORIES

A. Anchor Cleats - With aluminum panels shall be nonmagnetic stainless steel or aluminum coated with nylon on all contact surfaces to minimize wear from thermal movement. With steel panels anchor cleats shall be 2” wide, 20 ga galvanized steel cleats. Fasteners in supports and screws installed in clips shall be fully recessed so that no sharp edges come in contact with the roof material. Clips shall be designed to allow for expansion and contraction of the roof.

B. Screws holding anchor clips to the structure shall be stainless steel or plated steel for wood decks or stainless steel cadmium plated self-tapping screws into predrilled holes (or plated hardened steel self drilling screws) for steel decks.

C. Foam Profile Closures - Shall be black closed cell foam meeting ASTM D -1056 grade SCE-41 Black EPT. Field Fabricated hip closures shall be foam PVC supported and protected from weathering by a metal channel matching the roof flashing.

D. Drip Edge, Ridge Caps and End Wall Caps to be as standard with manufacturer finished to match new panel finish.

2.1 SELF-ADHERING ROOFING SELF-HEALING UNDERLAYMENT - Grace ICE & WATER SHIELD with non-slip surface as manufactured by W. R. Grace, Carlisle Coatings & Waterproofing CCW WIP 400 or CCW WIP 401LT for low temperature applications, or approved equal.

E. Approved Manufacturers:
   1. Dutch Seam Standing Seam Metal Roof Panel as manufactured by Atas International Inc. or equal as approved by Architect.

07 40 00 PART 3 EXECUTION

3.1 CONDITIONS, DIMENSIONS AND MEASUREMENTS – Refer to Division 1.

3.2 INSTALLATION

A. Install panels in accord with approved shop drawings under direct supervision of an experienced sheet metal craftsman and in accordance with the manufacturer's printed directions. Attachments and joints shall allow for expansion and contraction from temperature changes without distortion or elongation of fastener holes.

F. Raise each section of paneling into place taking care not to bend or crimp sheets.

G. Secure panels with concealed cleats spaced as required by manufacturer.

H. Align panels from roof to fascia to form a continuous sight line.

I. Install foam closure between flashings, vents and trim in accordance to manufacturer's recommendations.

J. Flashing shall be installed in strict accord with the recommended practice in the AA, NRCA and SMACNA architectural sheet metal manuals, without fasteners in the end laps.

K. Completed work shall be plumb and true, free of scrapes and dents, bows, warps, oil-canning, etc. Panel ribs shall be on the module indicated in the contract drawings within the tolerance allowed by the actual construction dimensions.

END OF SECTION
07 62 00 METAL FLASHING AND TRIM

07 62 00 PART 1 GENERAL

1.1 INCLUDED PROVISIONS - The General Conditions, Supplementary Conditions, and Division 1, General Requirements, apply to this work.

1.2 RELATED WORK SPECIFIED ELSEWHERE
   A. Selective Demolition: Section 02 41 19.
   B. Wood Blocking and Nailers: Section 06 10 00.

1.3 QUALITY ASSURANCE
   A. Standards:
      • ASTM - American Society for Testing and Materials.
   B. Submittals:
      1. Furnish manufacturer's literature of preformed off-the-shelf items to be used on this project.
      2. Furnish shop drawings showing manner of forming, jointing and securing flashings and accessories. Detail waterproof connections to adjoining work and at obstructions and penetrations. Shop drawings shall indicate thickness and dimensions of all parts, fastening and anchoring methods, details and locations of seams, joints, and other provisions necessary for thermal expansion and contraction.

07 62 00 PART 2 PRODUCTS

2.1 METAL FLASHING MATERIALS
   A. Use one of the following metals:
      1. 16 ounce copper, cold rolled, uncoated: ASTM B-152.
      2. .015 stainless steel, type 304, No. 1 or No. 2D flashing grade, rough rolled finish: ASTM A-167.
   B. Solder: 50/50 lead/tin: ASTM B-32 and/or B-260.
   C. Flux: As recommended by the metal manufacturer.

2.2 PREFINISHED METAL TRIM AND SILL - 1.25 oz. galvanized 24 gauge steel in profiles required by drawing details. Form and shape such that fastening is concealed. No exposed fasteners or tabs. Joint covers to be concealed type in same material; 8" wide minimum. Prefinished in Kynar 500 (70% resin oven cured to minimum 1 mil dry film thickness including primer) in custom color to match metal roof panels.

2.3 FASTENERS AND ACCESSORIES
   A. Fasteners to be noncorrosive screw type (stainless steel or fluorocarbon coated screws). POP RIVETS ARE PROHIBITED. Provide neoprene washers at heads of exposed fasteners. Fastener length to be sufficient to penetrate substrate 7/8" minimum. Fastener head to be minimum 3/8" diameter when covered with roof membrane or flashing.
PARTIAL ROOF REPLACEMENT
GRAND HAVEN TOWNSHIP OFFICES
TDF #2020-35-02

B. Prefabricated reglets - Type as required by the Drawings.
C. Insulating paint - Koppers no. 50 Bitumastic paint.

07 62 00  PART 3 EXECUTION

3.1 CONDITIONS, DIMENSIONS AND MEASUREMENTS – Refer to Division 1.

3.2 FABRICATION
A. Take field measurements to coordinate fit of shop assembled items to as-built spaces, surfaces, areas, etc.
B. Provide for expansion and contraction as recommended by the metal manufacturer and SMACNA.
C. Assemble flashing work with locked seams, flat and sealed with exterior sealant as specified in Section 07 92 00. Joints at corners shall be uniform, with angles mitered. Fit different sections accurately and anchor rigidly. Lap joints in direction of water flow.
D. At steps in construction extend flashing to cover vertical rises and fold, lock, and seal as noted above to horizontal flashing. Fit work closely and neatly, providing cleats, stiffeners and reinforcements necessary for rigid, substantial construction. Return exposed edges.
E. Soldering:
1. Use soldering flux as required. Heat seams thoroughly and fill completely with solder.
2. Where acid is permitted as a flux, thoroughly wash off after soldering. Use a solution containing 5% to 10% washing soda.
F. Separate contact faces of dissimilar metals with insulating paint including between steel and stainless steel or aluminum.
G. Welding: Per American Welding Society for this character of work. Welding shall be done by skilled mechanics, experienced in this type of work.

3.1 METAL FLASHING INSTALLATION
A. Install flashing and counterflashing where indicated on the Drawings and where necessary to direct water away from junctures of building materials.
B. Provide in as long of lengths as possible for minimum joints. End joints shall be lapped 3” minimum, interlocked and shall not be soldered.
C. Do not face nail flashing. Use two-piece flashing or let into reglets where indicated or required.
D. Deliver the in-wall or built-in portion of two-piece flashing to the appropriate trade for installation. Cap members shall snaplock into the built-in portion and be shop formed to spring tight against surface being flashed; overlapping 4” minimum.
E. Where flashing is let into reglets, provide lead wool and lead wedges, spaced at 16” o.c. solidlyrammed in place. Duckbill nails also acceptable in lieu of lead wedges. Fill joint with sealant.
F. Begin flashing and counterflashing at least 8” above horizontal plane and extend down 4” unless specifically dimensioned otherwise.
G. Pitch pans shall be 2” greater in length and width than the support being flashed. Flanges shall extend 4” and be fastened over roofing membrane. Extend sides up from roof a 4” minimum. Seam and seal joints.
H. Pipes (except plumbing vents), posts and other structural members projecting from a roof surface shall have a metal rain collar with drawband. Install about 2" above base flashing.

I. Entire installation shall be straight, even and free of bows, warps, oil-canning, etc. Clean installed system free of all matter and dirt resulting from construction.

END OF SECTION
07 92 00 JOINT SEALANTS

07 92 00 PART 1 GENERAL

1.1 INCLUDED PROVISIONS - The General Conditions, Supplementary Conditions, and Division 1, General Requirements, apply to this work.

1.2 QUALITY ASSURANCE - Submit manufacturer's product data on materials proposed for use.

1.3 WARRANTY-GUARANTEE - Furnish a written guarantee for caulking work against defective materials and workmanship for a period of 2 years from date of Substantial Completion.

1.4 ENVIRONMENTAL REQUIREMENTS
   A. Do not caulk when temperature is below 40°F.
   B. Surfaces to receive sealant shall be free of ice, snow, and frost and shall be clean and dry.

07 92 00 PART 2 PRODUCTS

2.1 CLEANERS - Methyl ethyl keytone (MEK), Xylol or similar solvent material which will not etch or mar metal finishes. Use product of a nationally recognized manufacturer. Type expressly recommended for use with the sealant furnished.

2.2 SEALANT FOR EXTERIOR JOINTS
   A. Polyurethane based sealant, one or two part. Compound mix for two part sealant shall be strictly according to manufacturer's directions. Products approved for use are "Dynatrol II" by Pecora, "Dymeric" or "Dymonic" by Tremco, or Sonneborn "NP 2". Color as selected by the Architect. In the event manufacturer's standard colors are not acceptable, the Architect reserves the right to require special mix colors.

07 92 00 PART 3 EXECUTION

3.1 CONDITIONS, DIMENSIONS AND MEASUREMENTS – Refer to Division 1.

3.2 CAULK THE FOLLOWING:
   B. Joints of Exterior Insulating Finish System and perimeter where it abuts other construction.
   C. Control joints.
   D. Joints between dissimilar materials.
   E. All other joints noted on drawings or otherwise requiring sealant for watertightness.

3.3 PREPARATION - Clean joints of dirt, dust, loose particles and foreign substances. Rake out joints and use air pressure for cleaning as conditions require and/or as directed.

3.4 SUB-CAULKING INSTALLATION - For deep joints exceeding sealant manufacturer's recommended width to depth ratio, fill joints with backer rod. Make sure that joint is continuously filled without gaps where lengths abut. Use rod sizes as per manufacturer's recommendations for width of joint to be sealed so that rod is under at least 25% compression when finally positioned in the joint. Install uniformly at the desired depth with a template or roller gauge. Use bond breaker tape where recommended by sealant manufacturer.

3.5 PRIMING - Apply primer of specific type recommended for each type of surface in the manufacturer's printed directions.
3.6 CAULKING

A. Use exterior sealant on exterior joints.
B. Use gun with proper nozzle and force sealant solidly into joints. Finish all caulking with slight uniform recesses with straight clean edges. No finished caulking shall project beyond joint faces.
C. At conclusion of caulking and when directed, clean off all excess material from adjoining surfaces and materials. Make good all damage to this work occasioned by caulking operations. Leave entire installation in perfect condition.

END OF SECTION
09 84 13 ACOUSTICAL TREATMENT

09 84 13 PART 1 GENERAL

1.1 INCLUDED PROVISIONS - The General Conditions, Supplementary Conditions, and Division 1, General Requirements, apply to this work.

1.2 RELATED WORK SPECIFIED ELSEWHERE
A. Selective Demolition: Section 02 41 19.

1.3 QUALITY ASSURANCE
A. Standards:
   • ASTM - American Society for Testing and Materials.
   • AIMA - Acoustical and Insulating Materials Association.
B. Submittals:
   1. Submit shop drawings indicating materials and ceiling layout.
   2. Submit samples of products upon request of the Architect.

1.4 PRODUCT HANDLING AND STORAGE
A. Deliver materials in original unopened packages with manufacturer's name and contents clearly labeled.
B. Store in a dry, enclosed area protected from the elements and damage during construction.

09 84 13 PART 2 PRODUCTS

2.1 LAY-IN PANELS AND GRID SYSTEM (APG)
A. Panels: Mineral fiber with nominal dimensions of 5/8” x 24” x 24”; non-directional fissured, fire resistive. UL Class A, non-combustible, with flame spread rating of 0 - 25 per ASTM E84. N.R.C. rating of not less than .50, a light reflectance rating of at least 75%, a sound transmission class value (STC) of not less than 35, and a minimum weight of 1 lb./sf. A notarized affidavit must be provided prior to final payment which certifies these qualities to match existing
B. Products shall be asbestos free.

09 84 13 PART 3 EXECUTION

3.1 CONDITIONS, DIMENSIONS AND MEASUREMENTS – Refer to Division 1.

3.2 GENERAL INSTALLATION REQUIREMENTS
A. Ceiling system(s) shall be installed by the manufacturer's authorized installer.
B. Work of other trades in the plenum space to be concealed by the acoustical ceiling shall be complete and inspected by those having jurisdiction prior to ceiling installation.

3.3 LAY-IN PANELS AND GRID SYSTEM INSTALLATION - Place acoustical panels with no open gaps showing. Cut and scribe panels to provide neat junctions with vertical surfaces and around fixtures or openings. Coordinate with the Electrical, Mechanical, and other trades. Reuse existing panels wherever possible.

3.4 CLEANING
A. After installation is completed, exposed suspension system and acoustical units shall be cleaned where soiled and touched up with appropriate paint where scratched or scuffed.
B. Remove excess materials and waste and leave finish surfaces clean. Dispose of waste materials as directed in Division 1.

C. Any defective, soiled or improperly installed components which cannot be satisfactorily corrected shall be replaced with new materials.

END OF SECTION
DATE: November 4, 2020

TO: Township Board

FROM: Cargo

SUBJECT: Appointment of Mike Lemkuil to the Planning Commission

As you are aware, pursuant to state law, the Township Supervisor – with Board approval – appoints all members to the Planning Commission.

Per the direction of Supervisor Reenders, Mike Lemkuil is recommended for appointment to the Township Planning Commission. (See attached resume.)

Lemkuil would replace LaMourie (who plans to winter in the South and will not be available three months each year). Lemkuil is an engineer with a wide range of experience and is a 22-year resident of the Township.

If the Board agrees, the following motion can be offered:

Motion to appoint Mike Lemkuil to the Township Planning Commission for a term ending August 31, 2023.

If you have any questions or comments, please contact Supervisor Reenders prior to the Board meeting.
SUPERINTENDENT'S MEMO

DATE: November 4, 2020

TO: Township Board

FROM: Cargo

SUBJECT: Appointment of Kevin Mesler to the Planning Commission

As you are aware, pursuant to state law, the Township Supervisor — with Board approval — appoints all members to the Planning Commission.

Per the direction of Supervisor Reenders, Kevin Mesler is recommended for appointment to the Township Planning Commission. *(See attached resume.)*

Mesler would replace Wagenmaker *(who was elected to the Township Board).* Mesler is the Vice-President and General Manager of Concept Metals Group located in Spring Lake Township and is a 20-year resident of the Township.

If the Board agrees, the following motion can be offered:

*Motion to appoint Kevin Mesler to the Township Planning Commission for a term ending August 31, 2023.*

If you have any questions or comments, please contact Supervisor Reenders prior to the Board meeting.
SUPERINTENDENT'S MEMO

DATE:    November 4, 2020

TO:      Township Board

FROM:    Cargo

SUBJECT: Appointment of Karen Egedy-Bader to the Zoning Board of Appeals (Alternate)

As you are aware, pursuant to state law, the Township Supervisor – with Board approval – appoints all members to the Zoning Board of Appeals.

Per the direction of Supervisor Reenders, Karen Egedy-Bader is recommended for appointment to the Township Zoning Board of Appeals as an alternate. (See attached resume.)

Egedy-Bader is massage therapist and is a 12-year resident of the Township.

If the Board agrees, the following motion can be offered:

Motion to appoint Karen Egedy-Bader to the Township Zoning Board of Appeals as an alternate for a term ending August 31, 2023.

If you have any questions or comments, please contact Supervisor Reenders prior to the Board meeting.
SUPERINTENDENT'S MEMO

DATE: November 4, 2020

TO: Township Board

FROM: Cargo

SUBJECT: Supervisor Reenders’ Committee Re-Appointments

Pursuant to Section 2.11 of the Administrative Policies and Procedures Manual, Supervisor Reenders is recommending the re-appointments of:

- Brock Hesselsweet
- Chrysteen Moelter-Gray
- Eric Frifeldt

to the Parks and Recreation Committee through August 31st of 2023.

If the Board supports the appointments as proposed, the following motions can be offered:

Move to approve the re-appointments by Supervisor Reenders of Brock Hesselsweet to the Parks and Recreation Committee through August 31, 2023.

Move to approve the re-appointments by Supervisor Reenders of Chrysteen Moelter-Gray to the Parks and Recreation Committee through August 31, 2023.

Move to approve the re-appointments by Supervisor Reenders of Eric Frifeldt to the Parks and Recreation Committee through August 31, 2023.

If you have any questions or comments prior to the meeting, please contact Supervisor Reenders.
Grand Haven Charter Township
Preliminary Study Results
Water & Wastewater Utility Financial Projection
and Cost of Service Summary

11/9/2020 Presentation

Dan Kasbohm – Rates Manager
Mark Beauchamp – President
Utility Financial Solutions, LLC
Grand Haven Charter Township Wastewater Cost of Service & Rate Design

Discussion points for each department

- Financial projection
- Proposed rate track
- Cost of service summary
- Proposed Rate Designs
Assumptions in Wastewater and Water Studies

Annual adjustment factors used in both water and wastewater utilities

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Inflation &amp; Treatment Increases (%)</th>
<th>Growth (%)</th>
<th>Investment Income (%)</th>
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</thead>
<tbody>
<tr>
<td>2021</td>
<td>2.2%</td>
<td>1.5%</td>
<td>0.50%</td>
</tr>
<tr>
<td>2022</td>
<td>2.2%</td>
<td>1.5%</td>
<td>0.50%</td>
</tr>
<tr>
<td>2023</td>
<td>2.2%</td>
<td>1.5%</td>
<td>0.50%</td>
</tr>
<tr>
<td>2024</td>
<td>2.2%</td>
<td>1.5%</td>
<td>0.50%</td>
</tr>
<tr>
<td>2025</td>
<td>2.2%</td>
<td>1.5%</td>
<td>0.50%</td>
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</table>
# Wastewater Utility Financial Projection Summary

## With no adjustments

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>PROJECTED RATE</th>
<th>PROJECTED OPERATING INCOME (LOSS)</th>
<th>OPTIMAL OPERATING INCOME</th>
<th>PROJECTED CASH BALANCES</th>
<th>RECOMMENDED MINIMUM CASH RESERVE</th>
<th>DEBT COVERAGE RATIO</th>
<th>DEPRICATED %</th>
<th>RECOMMENDED MINIMUM CASH RESERVE</th>
<th>DEBT COVERAGE RATIO</th>
<th>DEPRICATED %</th>
<th>RECOMMENDED MINIMUM CASH RESERVE</th>
<th>DEBT COVERAGE RATIO</th>
<th>DEPRICATED %</th>
<th>RECOMMENDED MINIMUM CASH RESERVE</th>
<th>DEBT COVERAGE RATIO</th>
<th>DEPRICATED %</th>
<th>DEBT COVERAGE RATIO</th>
<th>DEPRICATED %</th>
<th>DEPT COVERAGE RATIO</th>
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<tbody>
<tr>
<td>2021</td>
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<td>521</td>
<td>170,992</td>
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<td>1,397,000</td>
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<tr>
<td>2022</td>
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<tr>
<td>2023</td>
<td>0.00%</td>
<td>963</td>
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<td>84,333</td>
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<tr>
<td>2024</td>
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<td>(2,906)</td>
<td>149,380</td>
<td>1,403,577</td>
<td>752,578</td>
<td>3.90</td>
<td>54%</td>
<td>83,333</td>
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<tr>
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<td>1,559,316</td>
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## With projected adjustments

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<tr>
<th>Fiscal Year</th>
<th>PROJECTED RATE</th>
<th>PROJECTED OPERATING INCOME (LOSS)</th>
<th>OPTIMAL OPERATING INCOME</th>
<th>PROJECTED CASH BALANCES</th>
<th>RECOMMENDED MINIMUM CASH RESERVE</th>
<th>DEBT COVERAGE RATIO</th>
<th>DEPRICATED %</th>
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<th>DEBT COVERAGE RATIO</th>
<th>DEPRICATED %</th>
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<th>DEPT COVERAGE RATIO</th>
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<tr>
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</tbody>
</table>
# Wastewater Utility

## Financial Target One

### Debt Coverage Ratio (no rate adjustments)

<table>
<thead>
<tr>
<th>Description</th>
<th>Projected 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add Net Income</td>
<td>$54,559</td>
</tr>
<tr>
<td>Add Depreciation Expense</td>
<td>211,319</td>
</tr>
<tr>
<td>Add Interest Expense</td>
<td>25,844</td>
</tr>
<tr>
<td><strong>Cash Available for Debt Service</strong></td>
<td><strong>$291,722</strong></td>
</tr>
<tr>
<td>Debt Principal and Interest</td>
<td>$109,644</td>
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<tr>
<td>Projected Debt Coverage Ratio</td>
<td>2.66</td>
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<tr>
<td><strong>Minimum Debt Coverage Ratio</strong></td>
<td><strong>1.40</strong></td>
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Financial Target Two
Minimum Cash Reserve Level (no rate adjustments)

<table>
<thead>
<tr>
<th>Description</th>
<th>Projected 2021</th>
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</thead>
<tbody>
<tr>
<td>Minimum Cash Reserve Levels Determinants</td>
<td></td>
</tr>
<tr>
<td>Operation &amp; Maintenance Less Depreciation Expense</td>
<td>$576,263</td>
</tr>
<tr>
<td>Historical Rate Base</td>
<td>8,696,781</td>
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<tr>
<td>Current Portion of Debt Service Reserve</td>
<td>82,285</td>
</tr>
<tr>
<td>Five Year Capital Improvements - Net of bond proceeds</td>
<td>1,734,667</td>
</tr>
</tbody>
</table>

Minimum Cash Reserve Allocation
- Operation & Maintenance Less Depreciation Expense: 25%
- Rate Base: 2%
- Current Portion of Debt Service Reserve: 100%
- Five Year Capital Improvements - Net of bond proceeds: 20%

% Pland Depreciated: 47%

Calculated Minimum Cash Level
- O & M Less Depreciation Expense: $142,092
- Historical Investment in Utility: 173,936
- Current Portion of Debt Service: 82,285
- Five Year Capital Impr. - Net of bond proceeds: 346,933

Recommended Minimum Cash Reserve Levels: $745,246
Year End Projected Cash Balances: $954,078

Financial Target Three
Optimal Operating Income (no rate adjustments)

<table>
<thead>
<tr>
<th>Description</th>
<th>Projected 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optimal Operating Income Determinants</td>
<td></td>
</tr>
<tr>
<td>NBV</td>
<td>$4,613,171</td>
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<tr>
<td>Outstanding Principal on Debt</td>
<td>553,800</td>
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<tr>
<td>Contributed Capital</td>
<td>3,355,764</td>
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<tr>
<td>System Equity</td>
<td>$703,608</td>
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<tr>
<td>Debt:Equity Ratio</td>
<td>12.0%</td>
</tr>
</tbody>
</table>

Optimal Operating Income Allocation
- Interest rate on Debt: 4.7%
- Contributed Capital Estimated: 3.1%
- Assets Paid through rates: 5.8%

Calculated Optimal Operating Income Level
- Interest on Debt Principal: $25,844
- Contributed Capital Estimated: 104,029
- Assets Paid through rates: 41,120

Target Operating Income: $170,992
Projected Adjusted Operating Income: $521

Rate of Return in %: 3.7%
# Wastewater Cost of Service Summary

## Recommendations

1. Propose +2.0% revenue adjustment in each year 2021 through 2025
2. Propose REU charges be increased by $0.60 each year towards COS

## Cost of Service Summary by Class

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Monthly Customer Charge</th>
<th>Monthly Cost of Service</th>
<th>REU's</th>
<th>Commodity Cost of Service</th>
<th>Commodity Volume</th>
<th>Total $</th>
<th>Projected Revenues from Current Rates</th>
<th>Rate of Adjustment</th>
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<tbody>
<tr>
<td>Residential</td>
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<td>Comm/Ind</td>
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<tr>
<td>Volume</td>
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<td>$4.92</td>
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<td>Projected</td>
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<td></td>
<td>$899,955</td>
<td>$729,483</td>
<td>23.4%</td>
</tr>
</tbody>
</table>

Projected Revenues: 1,738 $405,955 $100,443 $899,955 $729,483 23.4%
# Wastewater Utility

## Proposed 5-Year Wastewater Rate Design

<table>
<thead>
<tr>
<th>Wastewater Rate Design</th>
<th>January 1</th>
<th>January 1</th>
<th>January 1</th>
<th>January 1</th>
<th>January 1</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Current</td>
<td>2021</td>
<td>2022</td>
<td>2023</td>
<td>2024</td>
<td>2025</td>
</tr>
<tr>
<td>Residential</td>
<td>$14.75</td>
<td>$15.35</td>
<td>$15.95</td>
<td>$16.55</td>
<td>$17.15</td>
<td>$17.75</td>
</tr>
<tr>
<td>Comm/Ind</td>
<td>$14.75</td>
<td>$15.35</td>
<td>$15.95</td>
<td>$16.55</td>
<td>$17.15</td>
<td>$17.75</td>
</tr>
<tr>
<td>Volume [1] per 1,000 gallons</td>
<td>$4.20</td>
<td>$4.22</td>
<td>$4.24</td>
<td>$4.27</td>
<td>$4.30</td>
<td>$4.33</td>
</tr>
</tbody>
</table>

### Annual Revenue ($)

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Revenue ($)</td>
<td>$729,483</td>
<td>$744,073</td>
<td>$758,964</td>
<td>$774,156</td>
<td>$789,650</td>
<td>$805,445</td>
</tr>
<tr>
<td>Annual Revenue Change (%)</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
</tr>
</tbody>
</table>

*Note [1]: Commodity charge includes $0.59 Sewer Authority adjustment implemented January 8, 2019*

## Special Residential Flat Rate for Wastewater

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Flat Rate</td>
<td>$37.81</td>
<td>$38.57</td>
<td>$39.34</td>
<td>$40.13</td>
<td>$40.93</td>
<td>$41.75</td>
</tr>
<tr>
<td>Annual Change (%)</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
<td>2.00%</td>
</tr>
</tbody>
</table>
Grand Haven Charter Township
Water
Cost of Service & Rate Design
# Water Utility
## Financial Projection Summary

### With no adjustments

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Projected Rate Adjustments</th>
<th>Adjusted Operating Income</th>
<th>Optimal Operating Income</th>
<th>Projected Cash Balances</th>
<th>Recommended Minimum Cash Reserve</th>
<th>Debt Coverage Ratio</th>
<th>% Depreciated Capital Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>0.0%</td>
<td>$437,760</td>
<td>$541,202</td>
<td>$1,273,506</td>
<td>$2,057,888</td>
<td>3.16</td>
<td>61%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$840,000</td>
</tr>
<tr>
<td>2022</td>
<td>0.0%</td>
<td>492,503</td>
<td>573,629</td>
<td>1,443,084</td>
<td>2,010,672</td>
<td>3.24</td>
<td>60%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$500,000</td>
</tr>
<tr>
<td>2023</td>
<td>0.0%</td>
<td>478,951</td>
<td>602,636</td>
<td>1,611,210</td>
<td>2,041,793</td>
<td>3.22</td>
<td>59%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$500,000</td>
</tr>
<tr>
<td>2024</td>
<td>0.0%</td>
<td>464,743</td>
<td>630,758</td>
<td>1,782,300</td>
<td>2,069,050</td>
<td>3.24</td>
<td>58%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$500,000</td>
</tr>
<tr>
<td>2025</td>
<td>0.0%</td>
<td>449,848</td>
<td>658,305</td>
<td>1,953,703</td>
<td>2,098,306</td>
<td>3.25</td>
<td>58%</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$500,000</td>
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</table>

### With projected adjustments

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Projected Rate Adjustments</th>
<th>Adjusted Operating Income</th>
<th>Optimal Operating Income</th>
<th>Projected Cash Balances</th>
<th>Recommended Minimum Cash Reserve</th>
<th>Debt Coverage Ratio</th>
<th>% Depreciated Capital Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>1.0%</td>
<td>$463,525</td>
<td>$541,202</td>
<td>$1,299,271</td>
<td>$2,057,888</td>
<td>3.23</td>
<td>61%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$840,000</td>
</tr>
<tr>
<td>2022</td>
<td>1.0%</td>
<td>544,937</td>
<td>573,629</td>
<td>1,521,283</td>
<td>2,010,672</td>
<td>3.38</td>
<td>60%</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$500,000</td>
</tr>
<tr>
<td>2023</td>
<td>1.0%</td>
<td>559,115</td>
<td>602,636</td>
<td>1,769,574</td>
<td>2,041,793</td>
<td>3.43</td>
<td>59%</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$500,000</td>
</tr>
<tr>
<td>2024</td>
<td>1.0%</td>
<td>573,732</td>
<td>630,758</td>
<td>2,049,652</td>
<td>2,069,050</td>
<td>3.53</td>
<td>58%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$500,000</td>
</tr>
<tr>
<td>2025</td>
<td>1.0%</td>
<td>588,787</td>
<td>658,305</td>
<td>2,359,994</td>
<td>2,098,306</td>
<td>3.61</td>
<td>58%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$500,000</td>
</tr>
</tbody>
</table>
### Financial Target Two

**Minimum Cash Reserve Level**
*(no rate adjustments)*

<table>
<thead>
<tr>
<th>Description</th>
<th>Projected 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Cash Reserve Levels Determinants</td>
<td></td>
</tr>
<tr>
<td>Operation &amp; Maintenance Less Depreciation Expense</td>
<td>$ 2,187,557</td>
</tr>
<tr>
<td>Historical Rate Base</td>
<td>21,224,126</td>
</tr>
<tr>
<td>Current Portion of Debt Service Payment</td>
<td>368,247</td>
</tr>
<tr>
<td>Five Year Capital Improvements - Net of bond proceeds</td>
<td>2,840,000</td>
</tr>
<tr>
<td>Minimum Cash Reserve Allocation</td>
<td></td>
</tr>
<tr>
<td>Operation &amp; Maintenance Less Depreciation Expense</td>
<td>25.0%</td>
</tr>
<tr>
<td>Historical Rate Base</td>
<td>3%</td>
</tr>
<tr>
<td>Current Portion of Debt Service Payment</td>
<td>83%</td>
</tr>
<tr>
<td>Five Year Capital Improvements - Net of bond proceeds</td>
<td>20%</td>
</tr>
<tr>
<td>% Plant Depreciated</td>
<td>61%</td>
</tr>
<tr>
<td>Calculated Minimum Cash Level</td>
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<tr>
<td>Operation &amp; Maintenance Less Depreciation Expense</td>
<td>$ 546,889</td>
</tr>
<tr>
<td>Historical Rate Base</td>
<td>636,724</td>
</tr>
<tr>
<td>Current Portion of Debt Service Reserve</td>
<td>306,275</td>
</tr>
<tr>
<td>Five Year Capital Improvements - Net of bond proceeds</td>
<td>568,000</td>
</tr>
<tr>
<td>Minimum Cash Reserve Levels</td>
<td>$ 2,057,888</td>
</tr>
<tr>
<td>Projected Cash Reserves</td>
<td>$ 1,273,506</td>
</tr>
</tbody>
</table>

### Financial Target Three

**Optimal Operating Income**
*(no rate adjustments)*

<table>
<thead>
<tr>
<th>Description</th>
<th>Projected 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Operating Income Determinants</td>
<td></td>
</tr>
<tr>
<td>Net Book Value/Working Capital</td>
<td>$ 8,327,690</td>
</tr>
<tr>
<td>Outstanding Principal on Debt</td>
<td>3,668,963</td>
</tr>
<tr>
<td>System Equity</td>
<td>$ 4,658,727</td>
</tr>
<tr>
<td>Debt:Equity Ratio</td>
<td>44%</td>
</tr>
<tr>
<td>Target Operating Income Allocation</td>
<td></td>
</tr>
<tr>
<td>Interest on Debt</td>
<td>4.72%</td>
</tr>
<tr>
<td>System Equity</td>
<td>7.90%</td>
</tr>
<tr>
<td>Target Operating Income</td>
<td></td>
</tr>
<tr>
<td>Interest on Debt</td>
<td>$ 173,128</td>
</tr>
<tr>
<td>System Equity</td>
<td>$ 368,073</td>
</tr>
<tr>
<td>Minimum Cash Reserve Levels</td>
<td></td>
</tr>
<tr>
<td>Target Operating Income</td>
<td>$ 541,202</td>
</tr>
<tr>
<td>Projected Operating Income</td>
<td>$ 437,760</td>
</tr>
<tr>
<td>Rate of Return in %</td>
<td>6.5%</td>
</tr>
</tbody>
</table>
## Recommendations

1. Propose +1.0% revenue adjustment for 2021 through 2025

2. Propose monthly charges hold at current value for customer meters and fire lines increased towards COS
   - Adjust commodity charges to meet needed adjustments

### Cost of service summary by class

<table>
<thead>
<tr>
<th>Customer Class</th>
<th>Cost of Service ($)</th>
<th>Projected Revenues ($)</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service Charges</td>
<td>951,763</td>
<td>1,096,384</td>
<td>-13.2%</td>
</tr>
<tr>
<td>Fireline Charges</td>
<td>13,806</td>
<td>12,654</td>
<td>9.1%</td>
</tr>
<tr>
<td>NOWS Commodity</td>
<td>1,630,623</td>
<td>1,394,877</td>
<td>16.9%</td>
</tr>
<tr>
<td>GR Commodity</td>
<td>84,740</td>
<td>72,549</td>
<td>16.8%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,680,933</strong></td>
<td><strong>2,576,464</strong></td>
<td><strong>4.1%</strong></td>
</tr>
</tbody>
</table>
## Water Cost of Service

### Cost of Service Cost by Meter

### MONTHLY CUSTOMER CHARGE COST OF SERVICE SUMMARY (by customer class)

<table>
<thead>
<tr>
<th>Customer Class</th>
<th>Cost of Service $/Month</th>
<th>Current Meter $/Month</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOWS Res Customer</td>
<td>12.36</td>
<td>14.23</td>
<td>-13%</td>
</tr>
<tr>
<td>GR Res Customer</td>
<td>12.36</td>
<td>14.23</td>
<td>-13%</td>
</tr>
<tr>
<td>NOWS 3/4 Non-Res</td>
<td>12.36</td>
<td>14.23</td>
<td>-13%</td>
</tr>
<tr>
<td>NOWS 1 Non-Res</td>
<td>20.75</td>
<td>22.50</td>
<td>-8%</td>
</tr>
<tr>
<td>NOWS 1.5 Non-Res</td>
<td>44.31</td>
<td>45.53</td>
<td>-3%</td>
</tr>
<tr>
<td>NOWS 2 Non-Res</td>
<td>65.54</td>
<td>75.10</td>
<td>-13%</td>
</tr>
<tr>
<td>NOWS 3 Non-Res</td>
<td>123.07</td>
<td>178.43</td>
<td>-31%</td>
</tr>
<tr>
<td>GR 3/4 Non-Res</td>
<td>12.36</td>
<td>14.23</td>
<td>-13%</td>
</tr>
<tr>
<td>GR 1 Non-Res</td>
<td>23.26</td>
<td>22.50</td>
<td>3%</td>
</tr>
<tr>
<td>GR 1.5 Non-Res</td>
<td>44.31</td>
<td>45.53</td>
<td>-3%</td>
</tr>
<tr>
<td>GR 2 Non-Res</td>
<td>65.54</td>
<td>75.10</td>
<td>-13%</td>
</tr>
<tr>
<td>GR 3 Non-Res</td>
<td>123.07</td>
<td>178.43</td>
<td>-31%</td>
</tr>
<tr>
<td>GR 4 Non-Res</td>
<td>197.98</td>
<td>406.06</td>
<td>-51%</td>
</tr>
</tbody>
</table>

### MONTHLY CUSTOMER CHARGE COST OF SERVICE SUMMARY (by customer class)

<table>
<thead>
<tr>
<th>Customer Class</th>
<th>Cost of Service $/Month</th>
<th>Current Meter $/Month</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOWS Fire Line 6&quot;</td>
<td>13.83</td>
<td>12.90</td>
<td>7%</td>
</tr>
<tr>
<td>NOWS Fire Line 8&quot;</td>
<td>29.48</td>
<td>26.00</td>
<td>13%</td>
</tr>
<tr>
<td>NOWS Fire Line 10&quot;</td>
<td>53.02</td>
<td>50.00</td>
<td>6%</td>
</tr>
<tr>
<td>NOWS Fire Line 12&quot;</td>
<td>85.64</td>
<td>75.27</td>
<td>14%</td>
</tr>
<tr>
<td>GR Fire Line 6&quot;</td>
<td>13.83</td>
<td>12.90</td>
<td>7%</td>
</tr>
<tr>
<td>GR Fire Line 8&quot;</td>
<td>29.48</td>
<td>26.00</td>
<td>13%</td>
</tr>
<tr>
<td>GR Fire Line 10&quot;</td>
<td>53.02</td>
<td>50.00</td>
<td>6%</td>
</tr>
<tr>
<td>GR Fire Line 12&quot;</td>
<td>85.64</td>
<td>77.52</td>
<td>10%</td>
</tr>
</tbody>
</table>
# Water Utility

## Proposed 5-Year Water Rate Design

<table>
<thead>
<tr>
<th>Rates</th>
<th>Current</th>
<th>January 1 implementation</th>
<th>January 1 implementation</th>
<th>January 1 implementation</th>
<th>January 1 implementation</th>
<th>January 1 implementation</th>
<th>COS</th>
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</thead>
<tbody>
<tr>
<td><strong>Monthly Facilities Charge</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GR &amp; NOWS 1 Non-Res</td>
<td>$22.50</td>
<td>$22.50</td>
<td>$22.50</td>
<td>$22.50</td>
<td>$22.50</td>
<td>$22.50</td>
<td>$23.26</td>
</tr>
<tr>
<td>GR &amp; NOWS 1.5 Non-Res</td>
<td>$45.53</td>
<td>$45.53</td>
<td>$45.53</td>
<td>$45.53</td>
<td>$45.53</td>
<td>$45.53</td>
<td>$44.31</td>
</tr>
<tr>
<td>GR &amp; NOWS 2 Non-Res</td>
<td>$75.10</td>
<td>$75.10</td>
<td>$75.10</td>
<td>$75.10</td>
<td>$75.10</td>
<td>$75.10</td>
<td>$65.54</td>
</tr>
<tr>
<td>GR &amp; NOWS 3 Non-Res</td>
<td>$178.43</td>
<td>$178.43</td>
<td>$178.43</td>
<td>$178.43</td>
<td>$178.43</td>
<td>$178.43</td>
<td>$123.07</td>
</tr>
<tr>
<td>GR &amp; NOWS 4 Non-Res</td>
<td>$406.06</td>
<td>$406.06</td>
<td>$406.06</td>
<td>$406.06</td>
<td>$406.06</td>
<td>$406.06</td>
<td>$197.98</td>
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<tr>
<td><strong>Fire Lines</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GR &amp; NOWS Fire Line 8&quot;</td>
<td>$26.00</td>
<td>$29.50</td>
<td>$29.50</td>
<td>$29.50</td>
<td>$29.50</td>
<td>$29.50</td>
<td>$29.48</td>
</tr>
<tr>
<td>GR &amp; NOWS Fire Line 10&quot;</td>
<td>$50.00</td>
<td>$50.50</td>
<td>$51.00</td>
<td>$51.50</td>
<td>$52.00</td>
<td>$52.50</td>
<td>$53.02</td>
</tr>
<tr>
<td>GR &amp; NOWS Fire Line 12&quot;</td>
<td>$77.52</td>
<td>$86.00</td>
<td>$86.00</td>
<td>$86.00</td>
<td>$86.00</td>
<td>$86.00</td>
<td>$85.64</td>
</tr>
<tr>
<td><strong>Commodity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GR Commodity per 1,000 gallons</td>
<td>$3.14</td>
<td>$3.19</td>
<td>$3.24</td>
<td>$3.29</td>
<td>$3.34</td>
<td>$3.39</td>
<td>$3.67</td>
</tr>
<tr>
<td>NOWS Commodity per 1,000 gallons</td>
<td>$2.71</td>
<td>$2.76</td>
<td>$2.81</td>
<td>$2.86</td>
<td>$2.91</td>
<td>$2.96</td>
<td>$3.17</td>
</tr>
</tbody>
</table>

| **Revenue from Rate**        | $2,576,491 | $2,601,486 | $2,628,533 | $2,655,580 | $2,682,627 | $2,709,674 | $2,683,097 |
| **Change from Previous**      | 1.0%        | 1.0%        | 1.0%        | 1.0%        | 1.0%        | 1.0%        | 1.0%        |
### Proposed Wastewater Trunkage Fee

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>COS Charges</th>
<th>Current Charges</th>
<th>Suggested Charges</th>
<th>Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot; or Less</td>
<td>$2,885</td>
<td>$2,879</td>
<td>$2,879</td>
<td>0.0%</td>
</tr>
<tr>
<td>1.5&quot;</td>
<td>11,539</td>
<td>11,200</td>
<td>11,540</td>
<td>3.0%</td>
</tr>
<tr>
<td>2&quot;</td>
<td>20,513</td>
<td>19,910</td>
<td>20,515</td>
<td>3.0%</td>
</tr>
<tr>
<td>2.5&quot;</td>
<td>32,051</td>
<td>31,110</td>
<td>32,050</td>
<td>3.0%</td>
</tr>
<tr>
<td>3&quot;</td>
<td>46,154</td>
<td>44,800</td>
<td>46,155</td>
<td>3.0%</td>
</tr>
<tr>
<td>4&quot;</td>
<td>82,052</td>
<td>79,645</td>
<td>82,050</td>
<td>3.0%</td>
</tr>
<tr>
<td>6&quot;</td>
<td>184,616</td>
<td>179,200</td>
<td>184,615</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

### Proposed Water Trunkage Fee

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>COS Charges</th>
<th>Current Charges</th>
<th>Suggested Charges</th>
<th>Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot; or Less</td>
<td>$907</td>
<td>$856</td>
<td>$905</td>
<td>5.7%</td>
</tr>
<tr>
<td>1.5&quot;</td>
<td>3,626</td>
<td>3,425</td>
<td>3,625</td>
<td>5.8%</td>
</tr>
<tr>
<td>2&quot;</td>
<td>6,447</td>
<td>6,085</td>
<td>6,445</td>
<td>5.9%</td>
</tr>
<tr>
<td>3&quot;</td>
<td>14,505</td>
<td>13,695</td>
<td>14,505</td>
<td>5.9%</td>
</tr>
<tr>
<td>4&quot;</td>
<td>25,787</td>
<td>24,350</td>
<td>25,785</td>
<td>5.9%</td>
</tr>
<tr>
<td>6&quot;</td>
<td>58,022</td>
<td>54,785</td>
<td>58,020</td>
<td>5.9%</td>
</tr>
</tbody>
</table>
Superintendent’s Memo

DATE: November 3, 2020

TO: Township Board

FROM: Bill

RE: Cost of Service (COS) Water and Sewer Rate Studies

OVERVIEW:

Attached, please find a Cost of Service (COS) rate study for both the Water Fund and the Sewer Fund completed by Utility Financial Services, LLC (UFS), which is a national firm specializing in utility rate studies based in the city of Holland.

Pursuant to both the Water and Sewer Ordinance:

*The Township Superintendent and appropriate Township staff, in consultation with the Township rate consultant, as necessary, shall periodically review the charges, rates and fees of the System. The results of this review shall be periodically reported to the Township Board with recommendations for adjustments.*

Fees and charges for the Township’s utility system are established:

... for the purpose of recovering the cost of construction, reconstruction, replacement, maintenance, repair and operation of the system, and the cost of compliance with all applicable state and federal laws, rules and regulations, and to provide for the payment of principal and interest on any bonds sold or other indebtedness incurred to finance (the system).

In brief, fees for both the Water and Sewer systems are divided between a commodity charge that will vary depending upon the amount of water used (or sewage discharged) and a service charge that remains stable regardless of usage. *(Trunkage and connection fees are also charged for new users that are “buying” into these systems.)*

The attached COS rate study PowerPoint® presentation is the *fourth study* that UFS completed for the Township, with the previous three studies conducted in 2006, 2010, and 2016. The rate study in 2016 resulted in utility rates being increased 3% per year for five years (i.e.,
2016 through 2020). Working closely with UFS has allowed the Township to maintain sufficient cash reserves within these funds without having dramatic swings in utility rates.

The attached COS rate study examines three major factors to determine the relative financial health of the Water and Sewer funds. These factors include:

1. **Debt Coverage Ratios**, which is **1.40** for both the Water Fund and Sewer Fund.
2. **Minimum Cash Reserve Targets**, which is about **$2 million** for the Water Fund and about **$745k** for the Sewer Fund.
3. **Optimal Operating Income**, which is about **$541k** for the Water Fund at the end of 2020 and about **$170k** for the Sewer Fund.

**EXECUTIVE SUMMARY:**

The Sewer Fund is recommended to implement a **2% utility rate increase** annually for the next five years (i.e., 2021 through 2025). (See pages 7 through 8 of the PowerPoint® presentation.) This is less than the expected inflation rate and indicates that the Sewer System remains in a strong financial position.

The Water Fund is recommended to implement a **1% utility rate increase** annually for the next five years (i.e., 2021 through 2025). (See pages 14 through 15 of the PowerPoint® presentation.) This is less than the expected inflation rate and indicates that the Water System remains in a strong financial position.

It is also noted that the trunkage fees and connection charges for new users are also adjusted during this same period.

**Bottom line** – this rate increase will continue the Township’s practice of having smaller annual utility rate increases to ensure the financial health of the system while avoiding any large “swings” in rate increases.

If the Board is comfortable with this modest recommendation of the Cost of Service Study, the following motions can be offered:

**Motion to postpone action until November 23rd on the Sewer Rate Ordinance Amendment, which implements a 2% annual rate increase for each of the next five years, starting on January 1, 2021.** This is a first reading.

**Motion to postpone action until November 23rd on the Water Ordinance Amendment which implements a 1% annual rate increase for each of the next five years, starting on January 1, 2021.** This is a first reading.

If you have any questions or comments, please contact me or Sandoval at your convenience.
SEWER RATE AMENDMENT ORDINANCE
CHARTER TOWNSHIP OF GRAND HAVEN, MICHIGAN

An Ordinance to amend the Rate Schedule attached as Exhibit A to the Sewer Rate Ordinance, Ordinance No. 443, as amended.

THE CHARTER TOWNSHIP OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN, ORDAINS:

Sec. 1 RATE SCHEDULE

The rate schedule attached as Exhibit A to the Charter Township of Grand Haven Sewer Rate Ordinance per Section 2.1 of that ordinance is updated and amended in relevant part by the rate schedule attached as Exhibit AA to this Ordinance. Any portion of Exhibit A not addressed or affected by the attached Exhibit AA shall remain in effect as is.

Sec. 2 EFFECTIVE DATE

This Ordinance was approved and adopted by the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, at a regular Board meeting on _________________, 2020, after introduction and a first reading at a regular Board meeting on _________________, 2020, and publication after first reading as required by Act 359 of the Michigan Public Acts of 1947, as amended. This Ordinance shall be effective _________________, 2020.

__________________________________________  _________________
Mark Reenders, Township Supervisor       Laurie Larsen, Township Clerk
CERTIFICATE

I, Laurie Larsen, the Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Sewer Rate Amendment Ordinance was adopted at a regular meeting of the Township Board held on ______________, 2020. The following members of the Township Board were present at that meeting: _______________________________________. The following members of the Township Board were absent: ______________. The Ordinance was adopted by the Township Board with members of the Board __________________________________________ voting in favor and members of the Board voting in opposition. Notice of Adoption of the Ordinance was published in the Grand Haven Tribune on ______________________, 2020.

________________________________________
Laurie Larsen, Clerk
Grand Haven Charter Township
EXHIBIT AA

**Sewer Use Rate** per 1,000 gallons

<table>
<thead>
<tr>
<th>Rate</th>
<th>Monthly</th>
<th>Q</th>
<th>Q2</th>
<th>Q3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4.27</td>
<td>Jan. 1, 2023</td>
<td>Jan. 1, 2023</td>
<td>Feb. 1, 2023</td>
<td>March 1, 2023</td>
</tr>
<tr>
<td>$4.30</td>
<td>Jan. 1, 2024</td>
<td>Jan. 1, 2024</td>
<td>Feb. 1, 2024</td>
<td>March 1, 2024</td>
</tr>
<tr>
<td>$4.33</td>
<td>Jan. 1, 2025</td>
<td>Jan. 1, 2025</td>
<td>Feb. 1, 2025</td>
<td>March 1, 2025</td>
</tr>
</tbody>
</table>

* All residential customers are charged a minimum of 1,000 gallons per month.

**Customer Service Charge** – Monthly Charge per residential equivalent unit (REU)

<table>
<thead>
<tr>
<th>Rate</th>
<th>Q</th>
<th>Q2</th>
<th>Q3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15.35</td>
<td>Jan. 1, 2021</td>
<td>Feb. 1, 2021</td>
<td>March 1, 2021</td>
</tr>
<tr>
<td>$15.95</td>
<td>Jan. 1, 2022</td>
<td>Feb. 1, 2022</td>
<td>March 1, 2022</td>
</tr>
<tr>
<td>$16.55</td>
<td>Jan. 1, 2023</td>
<td>Feb. 1, 2023</td>
<td>March 1, 2023</td>
</tr>
<tr>
<td>$17.15</td>
<td>Jan. 1, 2024</td>
<td>Feb. 1, 2024</td>
<td>March 1, 2024</td>
</tr>
<tr>
<td>$17.75</td>
<td>Jan. 1, 2025</td>
<td>Feb. 1, 2025</td>
<td>March 1, 2025</td>
</tr>
</tbody>
</table>

**Residential Equivalence/Unit Factor**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$15.35/REU</td>
<td>$15.95/REU</td>
<td>$16.55/REU</td>
<td>$17.15/REU</td>
<td>$17.75/REU</td>
</tr>
</tbody>
</table>

**Special Residential Flat Rate**

<table>
<thead>
<tr>
<th>Rate</th>
<th>Q</th>
</tr>
</thead>
<tbody>
<tr>
<td>$38.57</td>
<td>Jan. 1, 2021</td>
</tr>
<tr>
<td>$39.34</td>
<td>Jan. 1, 2022</td>
</tr>
<tr>
<td>$40.13</td>
<td>Jan. 1, 2023</td>
</tr>
<tr>
<td>$40.93</td>
<td>Jan. 1, 2024</td>
</tr>
<tr>
<td>$41.75</td>
<td>Jan. 1, 2025</td>
</tr>
</tbody>
</table>
# EXHIBIT AA

## Sewer Trunkage Charge

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>June 1, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1” or less</td>
<td>$2,879</td>
</tr>
<tr>
<td>1½”</td>
<td>$11,540</td>
</tr>
<tr>
<td>2”</td>
<td>$20,515</td>
</tr>
<tr>
<td>2½”</td>
<td>$32,050</td>
</tr>
<tr>
<td>3”</td>
<td>$46,155</td>
</tr>
<tr>
<td>4”</td>
<td>$82,050</td>
</tr>
<tr>
<td>6”</td>
<td>$184,615</td>
</tr>
</tbody>
</table>
An Ordinance to amend the Rate Schedule attached as Exhibit A to the Water System Ordinance, Ordinance No. 442, as amended.

THE CHARTER TOWNSHIP OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN, ORDAINS:

Sec. 1 RATE SCHEDULE

The rate schedule attached as Exhibit A to the Charter Township of Grand Haven Water System Ordinance per Section 2.2 of that ordinance is updated and amended by the rate schedule attached as Exhibit AA to this Ordinance. Any portion of Exhibit A not addressed or affected by the attached Exhibit AA shall remain in effect as is.

Sec. 2 EFFECTIVE DATE

This Ordinance was approved and adopted by the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, at a regular Board meeting on _________________, 2020, after introduction and a first reading at a regular Board meeting on _________________, 2020, and publication after first reading as required by Act 359 of the Michigan Public Acts of 1947, as amended. This Ordinance shall be effective _________________, 2020.

_________________________________________  ______________________________________
Mark Reenders, Township Supervisor           Laurie Larsen, Township Clerk
CERTIFICATE

I, Laurie Larsen, the Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Water System Amendment Ordinance was adopted at a regular meeting of the Township Board held on ________________, 2020. The following members of the Township Board were present at that meeting: _____________________________

______________________________________________________________________________.

The following members of the Township Board were absent: ______________________. The Ordinance was adopted by the Township Board with members of the Board __________________________________________ voting in favor and members of the Board voting in opposition. Notice of Adoption of the Ordinance was published in the Grand Haven Tribune on ______________________, 2020.

____________________________________
Laurie Larsen, Clerk
Grand Haven Charter Township
### EXHIBIT AA

#### Commodity Charge Per 1,000 gallons

<table>
<thead>
<tr>
<th>Commodity Charge</th>
<th>NOWS Water</th>
<th>Monthly</th>
<th>Q</th>
<th>Q1</th>
<th>Q2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NOWS Water</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$2.86</td>
<td>Jan. 1, 2023</td>
<td>Jan. 1, 2023</td>
<td>Feb. 1, 2023</td>
<td>March 1, 2023</td>
<td></td>
</tr>
<tr>
<td>$2.91</td>
<td>Jan. 1, 2024</td>
<td>Jan. 1, 2024</td>
<td>Feb. 1, 2024</td>
<td>March 1, 2024</td>
<td></td>
</tr>
<tr>
<td>$2.96</td>
<td>Jan. 1, 2025</td>
<td>Jan. 1, 2025</td>
<td>Feb. 1, 2025</td>
<td>March 1, 2025</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G. R. Water</th>
<th>Monthly</th>
<th>Q</th>
<th>Q1</th>
<th>Q2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$3.29</td>
<td>Jan. 1, 2023</td>
<td>Jan. 1, 2023</td>
<td>Feb. 1, 2023</td>
<td>March 1, 2023</td>
</tr>
<tr>
<td>$3.34</td>
<td>Jan. 1, 2024</td>
<td>Jan. 1, 2024</td>
<td>Feb. 1, 2024</td>
<td>March 1, 2024</td>
</tr>
<tr>
<td>$3.39</td>
<td>Jan. 1, 2025</td>
<td>Jan. 1, 2025</td>
<td>Feb. 1, 2025</td>
<td>March 1, 2025</td>
</tr>
</tbody>
</table>

#### Monthly Residential Customer Service Charge for NOWS and Grand Rapids

<table>
<thead>
<tr>
<th>Service Charge</th>
<th>Q</th>
<th>Q1</th>
<th>Q2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$14.23</td>
<td>Jan. 1, 2023</td>
<td>Feb. 1, 2023</td>
<td>March 1, 2023</td>
</tr>
<tr>
<td>$14.23</td>
<td>Jan. 1, 2024</td>
<td>Feb. 1, 2024</td>
<td>March 1, 2024</td>
</tr>
<tr>
<td>$14.23</td>
<td>Jan. 1, 2025</td>
<td>Feb. 1, 2025</td>
<td>March 1, 2025</td>
</tr>
</tbody>
</table>

#### Monthly Commercial Customer Service Charge for NOWS and Grand Rapids

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot; Meter</td>
<td>$22.50</td>
<td>$22.50</td>
<td>$22.50</td>
<td>$22.50</td>
<td>$22.50</td>
</tr>
<tr>
<td>1½&quot; Meter</td>
<td>$45.53</td>
<td>$45.53</td>
<td>$45.53</td>
<td>$45.53</td>
<td>$45.53</td>
</tr>
<tr>
<td>2&quot; Meter</td>
<td>$75.10</td>
<td>$75.10</td>
<td>$75.10</td>
<td>$75.10</td>
<td>$75.10</td>
</tr>
<tr>
<td>3&quot; Meter</td>
<td>$178.43</td>
<td>$178.43</td>
<td>$178.43</td>
<td>$178.43</td>
<td>$178.43</td>
</tr>
<tr>
<td>4&quot; Meter</td>
<td>$406.06</td>
<td>$406.06</td>
<td>$406.06</td>
<td>$406.06</td>
<td>$406.06</td>
</tr>
</tbody>
</table>
## Monthly Fire Line Charges for NOWS and Grand Rapids customers

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot; or less</td>
<td>12.95</td>
<td>$13.40</td>
<td>$13.65</td>
<td>$13.90</td>
<td>$14.15</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$29.50</td>
<td>$29.50</td>
<td>$29.50</td>
<td>$29.50</td>
<td>$29.50</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$50.50</td>
<td>$51.00</td>
<td>$51.50</td>
<td>$52.00</td>
<td>$52.50</td>
</tr>
<tr>
<td>12’</td>
<td>$86.00</td>
<td>$86.00</td>
<td>$86.00</td>
<td>$86.00</td>
<td>$86.00</td>
</tr>
</tbody>
</table>

## EXHIBIT AA

### COS Water Trunkage Fees

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot; or less</td>
<td>$ 905</td>
</tr>
<tr>
<td>1.5&quot;</td>
<td>$ 3,625</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$ 6,445</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$14,505</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$25,785</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$58,020</td>
</tr>
</tbody>
</table>
Community Development Memo

DATE: November 5, 2020
TO: Township Board
FROM: Stacey Fedewa, AICP – Community Development Director
RE: Building Permit Fee & Valuation Schedule – Proposed Amendment

BACKGROUND

In 2013, the NW Ottawa communities embarked on an effort to provide consistency in fees and application requirements for the area. A standardized application was developed along with a fee schedule and building valuation—Icc Building Valuation Data (February 2013)—was agreed upon.

At the end of the day, only GHT, Ferrysburg and the City of Grand Haven adopted the fee schedules and used the same application. Spring Lake Township and Village contract-out their building services. Those companies establish their own fee schedules and use their own applications.

2020 CHANGES

Until July 1, 2020 the Township, Ferrysburg and City have remained consistent, more or less. However, the City of Grand Haven’s FY 2021 budget included a major revision to the agreed-upon fee schedule.

This, along with other factors, prompted Building Official Corbat to recommend the fee schedule be reviewed during the Township’s budget cycle. The current minimum fee is $36.75 which is insufficient to cover operational costs.

BREAK-EVEN BUDGET REQUIRED

The Township’s Building Department must be a break-even budget every year. In other words, a profit cannot be made on fees. The fees established must pay for the typical operations of the building department.

In previous years, the Township was “in the red” and the General Fund had to pay the balance for operating the department. However, in 2019, the Township had a break-even year in terms of covering the losses incurred during the “Great Recession.” GHT is on the right track to stay aligned with this moving target of covering annual operational and administrative costs.
How do we obtain accurate construction costs?

Simple—adopt the ICC Building Valuation Data that is released at 6-month intervals. This BVD provides updated square foot construction costs that inform the Building Valuation Worksheet. Currently, the Township is “stuck” at the 2013 values. See right.

2013 vs. 2021 vs. Future

In 2013, the price per square foot on the Building Valuation Worksheet were loosely based on the ICC BVD February 2013 construction costs table. Other prices per square foot were established on what the steering committee felt was palatable.

► Resolution did not allow for regular ICC BVD updates.
► ICC BVD releases do account for inflation and other market variables.

In 2020, the bottom line of fees would be stabilized and cover 38% of the inspection costs compared to 18%. If the Resolution is approved staff would download the current version ICC BVD on January 1, 2021 and update the Valuation Worksheet.

► City of Ferrysburg is supportive of this measure and anticipates adopting the same fee and valuation schedule if it is approved by the Township.

Going forward, the regular ICC BVD updates will help the fees stay aligned with current construction costs.

► The small incremental changes that will occur every 6 months and have very little impact on the fee’s year-to-year.

WHAT’S THE BOTTOM LINE?

The bottom line is this—the proposed revisions to the permit fee and valuation schedule will not create notable increases in revenue. Smaller projects like a deck would cover more of the Township’s costs associated with plan review, permitting, and inspecting.

Builders will not see a dramatic increase in permit fees and in many cases will see no impact at all because the contractors are stating values the Township’s valuation schedule cannot reach. In the grand scheme, this proposal will raise the minimum fee and cover inspection costs.
To “raise the bottom line” and ensure permit fees are covering the Township’s costs a few increases are being proposed—demolition fees, reinspect fees, construction valuation table, and building valuation worksheet.

### Demolition Permit

$50 per structure (includes confirming utility disconnects and final clean-up inspection)

### Reinspect Fee Schedule*

<table>
<thead>
<tr>
<th>Rough-In Reinspect</th>
<th>Final Reinspect</th>
<th>All Other Reinspects</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 – included with fee</td>
<td>#1 – included with fee</td>
<td>#1 – $50 each</td>
</tr>
<tr>
<td>#2 or more – $50 each</td>
<td>#2 or more – $50 each</td>
<td></td>
</tr>
</tbody>
</table>

* Building Official maintains discretion to waive reinspect fees, if appropriate (e.g., homeowner project, equity, financial hardship, etc.).

* Pursuant to Resolution 11-04-02 the reinspection fees are $75 per hour with a $50 minimum.

### Construction Valuation*

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$4,000</td>
<td>$75</td>
</tr>
</tbody>
</table>

* The remainder of the Construction Valuation table would be unchanged.

### 2020 Building Valuation Worksheet

<table>
<thead>
<tr>
<th>Price per Sqft</th>
<th>Space Type</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>$122.46</td>
<td>Finished Above-Grade Space</td>
<td>Group: R-3 Residential, one- and two-family</td>
</tr>
<tr>
<td>$22.45</td>
<td>Unfinished Basement</td>
<td>Unfinished basements (Group R-3) = $22.45 per sqft</td>
</tr>
<tr>
<td>$61.23</td>
<td>Finished Basement</td>
<td>50% of Finished Above-Grade Space*</td>
</tr>
<tr>
<td>$38.78</td>
<td>Finishing of Unfinished Basement</td>
<td>Finished Basement, subtract Unfinished Basement</td>
</tr>
<tr>
<td>$38.64</td>
<td>Covered Porches &amp; Decks</td>
<td>Shell-only (deduct 20% from Private Garage*)</td>
</tr>
<tr>
<td>$28.64</td>
<td>Uncovered Porches &amp; Decks</td>
<td>Subtract $10/sqft from Covered Porch &amp; Deck Space*</td>
</tr>
<tr>
<td>$38.64</td>
<td>Accessory Buildings – With Concrete</td>
<td>Shell-only (deduct 20% from Private Garage*)</td>
</tr>
<tr>
<td>$33.14</td>
<td>Accessory Buildings – No Concrete</td>
<td>Subtract $5.50/sqft of Accessory Buildings with Concrete*</td>
</tr>
<tr>
<td>$48.30</td>
<td>Private Garage</td>
<td>Private Garages use (Group U) Utility, misc. Type: VB</td>
</tr>
</tbody>
</table>

* based on logical best practice, current material costs, etc.
The Township reviewed the fee schedules of the State of Michigan, surrounding communities and contracted services.

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Min Fee</th>
<th>Value</th>
<th>Notes</th>
</tr>
</thead>
</table>
| GHT                        | $75     | $0 to $4,000 | Zoning review included  
First inspections (all types) included |
| State of Michigan          | $75     | $0 to $1,000 | 1 Inspection Included  
$100 inspection each |
| City of Grand Haven        | $100    | $0 to $5,000 | Plan review fee 65% of permit + $60 revisions  
Land use review fee ($65-com, $35-res) |
| City of Norton Shores      | $50     | $0 to $1,000 | 65% plan review fee for commercial and 25% residential |

**Contracted Services**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SafeBuilt (Muskegon)</td>
<td>$55</td>
<td>$0 to $1,000</td>
<td></td>
</tr>
<tr>
<td>PCI (Allendale)</td>
<td>$70</td>
<td>$3 per $1,000</td>
<td>Includes a $35 zoning review</td>
</tr>
<tr>
<td>PCI (Coopersville)</td>
<td>$75</td>
<td>$5 per $1,000</td>
<td>Includes a $35 zoning review</td>
</tr>
<tr>
<td>MTS (Muskegon)</td>
<td>$75</td>
<td>See State of Michigan</td>
<td>See State of Michigan Schedule</td>
</tr>
</tbody>
</table>

**SAMPLE MOTION**

If the Board supports the proposed fee and valuation schedule, the following motion may be offered:

*Motion to approve and adopt Resolution 20-11-01 to revise the Building Permit Fee and Valuation Schedule effective January 1, 2021.*

Please contact me if this raises questions.
At a regular meeting of the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at the Township Hall at 13300 – 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 9th day of November 2020, at 7:00 pm, local time.

After certain matters of business had been completed, Supervisor Reenders announced the next order of business was the consideration of a Resolution to revise the building permit fee and valuation schedule.

The proposed resolution was discussed by the members of the Board, and after discussion was completed the following resolution was offered by ____ and seconded by ____.

GRAND HAVEN CHARTER TOWNSHIP
RESOLUTION 20-11-01
REVISE BUILDING PERMIT FEE & VALUATION SCHEDULE

WHEREAS, the current Grand Haven Charter Township fee and valuation schedule was established in 2013; and

WHEREAS, the fees and building valuation worksheet found in the application, were guided by the 2013 International Code Council (ICC) Building Valuation Data (BVD) and the best information available to the steering committee that was comprised of subject-matter experts; and

WHEREAS, Resolution 13-06-02 adopted on June 24, 2013 locked the fee and valuation schedule to the 2013 rates and no longer correlate to the current construction costs; and

WHEREAS, the ICC BVD provides the average construction costs per square foot, which takes inflation into account and is released at 6-month intervals; and

WHEREAS, the Township finds it prudent to establish a fee schedule commensurate with average construction costs per square foot to determine the estimated value of a building, so it does not have to rely on the permit applicant to establish the cost of construction; and

WHEREAS, the Building Department is required to have a break-even budget each year and shall not make a profit. To comply, the Township must align the fees and valuation schedule to cover the annual operational and administrative costs; and

WHEREAS, the fees proposed by the Township are less than the State of Michigan, City of Grand Haven and several companies who provide contracted building services; and

WHEREAS, to ensure the building permit fee and valuation schedule remains consistent with the International Construction Code’s Building Valuation Data (BVD) table that provides the average construction costs per square foot. The BVD table is released in 6-month intervals, typically in February and August of each year. The BVD table can be uploaded to the Township’s BS&A Building.Net program, which shall begin January 1, 2021 and be updated concurrently (and in perpetuity) when the latest Building Valuation Data is released by the International Code Council.
WHEREAS, the proposed fee and valuation schedule would be revised as follows, with all other fees remaining as-is:

### Demolition Permit

$50 per structure (includes confirming utility disconnects and final clean-up inspection)

### Reinspect Fee Schedule* (each type of initial inspection is included with permit fee)

<table>
<thead>
<tr>
<th>Rough-In Reinspect</th>
<th>Final Reinspect</th>
<th>All Other Reinspects</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 – included with fee</td>
<td>#1 – included with fee</td>
<td>#1 – $50 each</td>
</tr>
<tr>
<td>#2 or more – $50 each</td>
<td>#2 or more – $50 each</td>
<td></td>
</tr>
</tbody>
</table>

* Building Official maintains discretion to waive reinspect fees, if appropriate (e.g., homeowner project, equity, financial hardship, etc.).

* Pursuant to Resolution 11-04-02 the reinspection fees are $75 per hour with a $50 minimum.

### Construction Valuation*

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$4,000</td>
<td>$75</td>
</tr>
</tbody>
</table>

* The remainder of the Construction Valuation table would be unchanged.

### 2020 Building Valuation Worksheet

<table>
<thead>
<tr>
<th>Price per Sqft</th>
<th>Space Type</th>
<th>Source ICC Building Valuation Data a,b,d</th>
</tr>
</thead>
<tbody>
<tr>
<td>$122.46</td>
<td>Finished Above-Grade Space</td>
<td>Group: R-3 Residential, one- and two-family d</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Type: VB</td>
</tr>
<tr>
<td>$22.45</td>
<td>Unfinished Basement</td>
<td>d Unfinished basements (Group R-3) = $22.45 per sqft</td>
</tr>
<tr>
<td>$61.23</td>
<td>Finished Basement</td>
<td>50% of Finished Above-Grade Space*</td>
</tr>
<tr>
<td>$38.78</td>
<td>Finishing of Unfinished Basement</td>
<td>Finished Basement, subtract Unfinished Basement</td>
</tr>
<tr>
<td>$38.64</td>
<td>Covered Porches &amp; Decks</td>
<td>b Shell-only (deduct 20% from Private Garage*)</td>
</tr>
<tr>
<td>$28.64</td>
<td>Uncovered Porches &amp; Decks</td>
<td>Subtract $10/sqft from Covered Porch &amp; Deck Space*</td>
</tr>
<tr>
<td>$38.64</td>
<td>Accessory Buildings – With Concrete</td>
<td>b Shell-only (deduct 20% from Private Garage*)</td>
</tr>
<tr>
<td>$33.14</td>
<td>Accessory Buildings – No Concrete</td>
<td>Subtract $5.50/sqft of Accessory Buildings with Concrete*</td>
</tr>
<tr>
<td>$48.30</td>
<td>Private Garage</td>
<td>a Private Garages use (Group U) Utility, misc Type: VB</td>
</tr>
</tbody>
</table>

* Based on logical best practice
NOW, THEREFORE BE IT RESOLVED that Grand Haven Charter Township hereby adopts the revised building permit fee and valuation schedule, as presented and will take effect on January 1, 2021.

AYES:
NAYS:
ABSENT:

RESOLUTION DECLARED __________ ON NOVEMBER 9, 2020.

Laurie Larsen, Clerk
Grand Haven Charter Township

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on the 9th day of November 2020. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Laurie Larsen, Clerk
Grand Haven Charter Township
Community Development Memo

DATE: November 5, 2020
TO: Township Board
FROM: Stacey Fedewa, AICP – Community Development Director
RE: Zoning Text Amendment Ordinance

BACKGROUND

Working through the ordinance, staff have identified additional improvements. These were reviewed with the Planning Commission on October 19th where a motion was adopted recommending the Board approve the text amendments, as revised.

#1 – ONSITE SERVICES FOR MAJOR HOME BASED BUSINESSES

Several businesses have approached the Township to operate out of their homes, but the limitation of “no onsite services” have precluded these residents from achieving this goal. While unintentional, this new land use is a saving grace for some residents and business owners that cannot afford to keep their brick & mortar location open but do not want to close their business.

The proposed language sets the stage for the Planning Commission by stating the intent—limiting the number of customers visiting the site as much as possible while still balancing the economic interest of the business and maintaining the residential character of the neighborhood.

This provides a framework for the Planning Commission to have discretion on setting restrictions for businesses requesting on-site services.

Examples of businesses that have recently inquired about this land use are:
- Dog grooming
- Psychologist
- Hemming and Alterations

#2 – US-31 OVERLAY FRONT YARD GREENBELT

The Grand Haven Custom Molding experience illuminated the need to provide a better description of front yard landscaping for properties in the US-31 Overlay Zone.
Currently, it refers the reader back to the Landscaping chapter for guidance. However, the guidance was intended for visual screening buffers between incompatible land uses (i.e., gas station next to a single family residence).

The intent of the US-31 Overlay District’s front yard greenbelt was for aesthetics and intended to balance the businesses visibility and sightlines with the Township’s objective of the US-31 corridor maintaining its natural beauty.

For this reason, staff is proposing the applicant have flexibility on final placement and simply provide guidance on the Township’s expectations.

**#3 – AVERAGE FRONT YARD SETBACK**

The prior ordinance established the front yard setback as lots within 200 feet on the same side of the road. This method was not conducive for properties in the dunes, so a 300 foot buffer area was used. Subsequently, another circumstance arose where the 300 foot buffer was not conducive for a typical grid-style neighborhood.

For this reason, staff is proposing the Township allow both methods to be used. The Zoning Administrator decides when each method is most appropriate and includes guidance.

**#4 – OUTDOOR LIGHTING**

During the Spring Lake Village Zoning Ordinance update, staff found sections that would benefit the Township’s ordinance. Including references to the International Dark-Sky Association and the Illumination Engineering Society of North America (IESNA).

See the Kelvin Color Temperature Scale Chart for examples. Many applicants are proposing 5000K lights which are stark bright white and equates to direct sunlight. Far too bright for a dark-sky community. Instead, temperatures should be between 3000K – 4000K.

Staff is also recommending a maximum of 10 footcandles anywhere on the site plus a maximum of 1 footcandle at the property line or a ½ footcandle if the property abuts residential.

### 200-foot Average Front Yard Setback

\[
46' + 38' + 42' + 46' = 172' \\
172' / 4 = 43\text{-foot average front yard setback}
\]
If the Board finds the above text amendments acceptable, the following motion can be offered:

Motion to present and postpone the proposed Zoning Text Amendment Ordinance with draft date of 11/5/2020. Further action will be postponed until November 23rd when the ordinance will be considered for adoption. This is the first reading.

Please contact me if this raises questions.
ORDINANCE NO. ___

ZONING TEXT AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF GRAND HAVEN CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN, CONCERNING ON SITE SERVICES FOR MAJOR HOME-BASED BUSINESSES; CLARIFYING GREENBELT REQUIREMENTS; ESTABLISH TWO METHODS OF AVERAGE FRONT YARD SETBACK; CREATE FOOTCANDLE LIMITATIONS AND REQUIRE COLOR RATING INDEX FOR OUTDOOR LIGHTING; AND BY PROVIDING FOR AN EFFECTIVE DATE.

GRAND HAVEN CHARTER TOWNSHIP, COUNTY OF OTTAWA, AND STATE OF MICHIGAN, ORDAINS:

Section 1. Special Land Use – Home Based Businesses. Section 12.21 of the Grand Haven Charter Township Zoning Ordinance shall be restated in its entirety as follows.

Section 12.21
HOME BASED BUSINESSES.

(A) Minor Home Based Businesses: See Section 14.03.

(B) The following standards shall apply to Major Home Based Businesses:

(1) The operation of a Home Based Business shall be conducted within the Dwelling Unit, attached or detached Accessory Building, or rear yard.

(2) The Home Based Business shall be conducted by the person or persons occupying the Lot as their principal residence and up to two (2) on-site employees. Additional employees may meet at the Main Building solely for purposes of receiving instructions regarding work to be conducted at another site or collecting equipment or materials necessary for their work at another site, or documents related to their employment.

(3) One parking space per employee is required. Parking on grass is prohibited. Spaces for employees must be on a hard surface. On-street parking shall not be counted towards required parking space.

(4) The Home Based Business shall not create negative impacts on surrounding residential property, in the opinion of the Planning Commission.

(5) The floor area used for the Home Based Business shall not exceed fifty percent (50%) of the Gross Floor Area of the Dwelling Unit.

(6) It is the intent of these regulations to limit the number of customers visiting the site of the Major Home Based Business as much as possible and maintain the residential character of the neighborhood while still balancing the economic interests of the business.

(a) No in-person retail sales may take place as part of the Major Home Based Business (online or mail order retail is permitted, as is wholesale).
(b) On-site services shall be considered on a case-by-case basis due to the variable nature of business models. To ensure the intent of this provision is met, the Planning Commission may establish limitations such as hours of operation.

(7) Outside storage must be located in the rear yard and must be fully screened from surrounding properties by an opaque fence.

(8) In the event of complaints by surrounding property owners or occupants, the Planning Commission shall hold a public hearing and determine whether the Home Based Business is in violation of this Ordinance. Home based businesses found in violation of this Ordinance shall be subject to the voiding of their Special Land Use permit.

Section 2. US-31 Character Overlay Zone – Landscaping Requirements. Section 8.08.B of the Grand Haven Charter Township Zoning Ordinance shall be restated in its entirety as follows.

(B) Front Yard Landscape Area. A minimum thirty-five (35) foot wide landscaped area is required along fifty percent (50%) of the entire frontage, except for the area taken up by driveways, which is excluded from the fifty percent (50%). This area must include a combination of trees and shrubs planted in a natural arrangement. The specific design and location of plantings within this thirty-five (35) foot wide area is at the discretion of the applicant to provide flexibility on sightlines, among other factors.


(E) Where an average setback line less than that required by this Ordinance has been established by existing buildings, the Zoning Administrator may select one of the following methods to establish the average front yard setback. The selection should be based on the character of the properties and surrounding area.

1. Existing buildings located within three hundred (300) feet of the subject property, in all directions, such average setback shall apply. It is anticipated this method will be most useful in the Critical Dune Areas.

2. Existing buildings located within two hundred (200) feet of the lot in question, on both sides, such average setback shall apply. It is anticipated this method will be most useful in traditional grid-style block neighborhoods.

Section 4. Outdoor Lighting and Dark Skies – Maximum Lighting Levels. Section 6.07 of the Grand Haven Charter Township Zoning Ordinance shall be restated in its entirety as follows.

Section 6.07 MAXIMUM LIGHTING LEVELS.

(A) The lighting levels have been established based on the recommendations of the International Dark-Sky Association that works to protect the night skies for present and future generations by limiting “sky glow” and other negative factors.

(B) Specifications for all proposed lighting fixtures, including mounting heights, photometric data, designation as the Illumination Engineering Society of North America (IESNA) “cutoff” fixtures (or the equivalent of), Color Rendering Index (CRI) or kelvin color temperature document for all lamps (blubs), and other descriptive information on the fixtures.

(C) The average light level (total lumens divided by total square feet) in all areas of impervious surface (other than the Main Building) meet the following maximum requirements, in lumens per square foot.
Calculation

<table>
<thead>
<tr>
<th></th>
<th>LZ-1</th>
<th>LZ-2</th>
<th>LZ-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>lumens ÷ square feet of hardscape area</td>
<td>0.5</td>
<td>1.25</td>
<td>2.5</td>
</tr>
</tbody>
</table>

(D) The lighting shall be designed so the light intensity or brightness does not exceed:

a. Ten (10) footcandles within any part of the site.
b. One (1) footcandle at any property line, except where the property abuts a residential district or use where a maximum of one-half (½) footcandle is permitted.

Section 5. Effective Date. This amendment to the Grand Haven Charter Township Zoning Ordinance was approved and adopted by the Township Board of Grand Haven Charter Township, Ottawa County, Michigan on _____, 2020, after a public hearing as required pursuant to Michigan Act 110 of 2006, as amended; after introduction and a first reading on __________, 2020, and after posting and publication following such first reading as required by Michigan Act 359 of 1947, as amended. This Ordinance shall be effective on _____, 2020, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Text Amendment Ordinance in the Grand Haven Tribune, as required by Section 401 of Act 110, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

______________________________  ______________________________
Mark Reenders, Township Supervisor  Laurie Larsen, Township Clerk

CERTIFICATE

I, Laurie Larsen, the Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Grand Haven Charter Township Zoning Text Amendment Ordinance was adopted at a regular meeting of the Township Board held on __________, 2020. The following members of the Township Board were present at that meeting: __________. The following members of the Township Board were absent: __________. The Ordinance was adopted by the Township Board with members of the Board __________ voting in favor and __________ members of the Board voting in opposition. Notice of Adoption of the Ordinance was published in the Grand Haven Tribune on __________, 2020.

________________________________________
Laurie Larsen, Clerk
Grand Haven Charter Township
## Building Permit Report - Monthly

<table>
<thead>
<tr>
<th>ACCESSORY BUILDING</th>
<th>Estimated Cost</th>
<th>Permit Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>P20BU0495 RYCENGA LYLE-RENEE</td>
<td>$20,000</td>
<td>$245.40</td>
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Total Permits For Type: 1

<table>
<thead>
<tr>
<th>ADDITIONS</th>
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</tr>
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<tbody>
<tr>
<td>P20BU0441 STEWARD JAMAL</td>
<td>$58,260</td>
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<tr>
<td>P20BU0447 HARSHA JUSTIN S-JAQUELINE</td>
<td>$10,920</td>
<td>$183.75</td>
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<tr>
<td>P20BU0463 TEJCHMA JONATHAN W-ANDREA L</td>
<td>$19,877</td>
<td>$245.40</td>
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<tr>
<td>P20BU0486 GARCIA DAVID-ELAINE</td>
<td>$60,300</td>
<td>$526.25</td>
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Total Permits For Type: 4

<table>
<thead>
<tr>
<th>ALTERATIONS</th>
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<th>Permit Fee</th>
</tr>
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<tbody>
<tr>
<td>P20BU0427 YANEZ JORGE-CLAUDIA TRISTAN</td>
<td>$33,600</td>
<td>$341.30</td>
</tr>
<tr>
<td>P20BU0435 GEDDES DERIK-ROXANNE</td>
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<tr>
<td>P20BU0461 VANDERSTEL JOSEPH-JILL</td>
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<tr>
<td>P20BU0464 DERRICK ART</td>
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<tr>
<td>P20BU0467 MILLER JEFFREY-FRANCISCA</td>
<td>$12,800</td>
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<tr>
<td>P20BU0483 KOATS DEBRA L</td>
<td>$55,241</td>
<td>$492.00</td>
</tr>
<tr>
<td>P20BU0492 COOK KENNETH L-JEAN L</td>
<td>$59,114</td>
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Total Permits For Type: 7

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<thead>
<tr>
<th>BASEMENT FINISH</th>
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<tbody>
<tr>
<td>P20BU0436 MILLS RICHARD L-SUSAN D</td>
<td>$19,000</td>
<td>$50.00</td>
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<tr>
<td>P20BU0440 AYRES BRADLEY</td>
<td>$34,850</td>
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<td>P20BU0448 BERGERS GLEN-JOHNSON TINA</td>
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<td>P20BU0450 ROBERTSON LUANN</td>
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<td>P20BU0454 TESKA MARK A-KAY A</td>
<td>$20,400</td>
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<tr>
<td>P20BU0474 DUMBRELL TODD-ANDREA</td>
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Total Permits For Type: 6

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<tr>
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<tbody>
<tr>
<td>P20BU0489 REENDERS KENNETH-SHIRLEY TRUST</td>
<td>$276,816</td>
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<td>P20BU0490 REENDERS KENNETH-SHIRLEY TRUST</td>
<td>$253,748</td>
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Total Permits For Type: 6

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<tr>
<th>DECK</th>
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<th>Permit Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>P20BU0445 BAKER LARRY R-DIANE M</td>
<td>$600</td>
<td>$36.75</td>
</tr>
<tr>
<td>P20BU0449 KULANGARA ABRAHAM</td>
<td>$27,639</td>
<td>$300.20</td>
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<tr>
<td>P20BU0465 HORNING ELAINE-PODEIN MICHAEL-MARY0569 LAKESHORE DR</td>
<td>$3,000</td>
<td>$113.00</td>
</tr>
<tr>
<td>Building Permit Report - Monthly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td></td>
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</tr>
<tr>
<td><strong>Estimated Cost</strong></td>
<td><strong>Permit Fee</strong></td>
<td></td>
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<tr>
<td>---------------------</td>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>15317 CANTERBURY LN PVT</td>
<td>$12,180</td>
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<tr>
<td>12946 SWEETBRIAR DR</td>
<td>$2,500</td>
<td>$113.00</td>
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<tr>
<td>13081 SIKKEMA DR</td>
<td>$2,240</td>
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<td><strong>Total Permits For Type:</strong></td>
<td><strong>$823.40</strong></td>
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<td><strong>ELECTRICAL</strong></td>
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<tr>
<td>15469 THORNAPPLE DR</td>
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<tr>
<td>16232 RICH ST</td>
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<tr>
<td>15156 WILLOWWOOD CT</td>
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<tr>
<td>17056 LEGACY DR</td>
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<td>15317 CANTERBURY LN PVT</td>
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<td>16964 BUCHANAN ST</td>
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<td>14769 LAKESHORE DR</td>
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<td>14881 BIGNELL DR</td>
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<td>11837 GARNSEY AVE</td>
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<tr>
<td>11838 TURTLE TRAIL PVT</td>
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<tr>
<td>12717 RIVERTON RD</td>
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<tr>
<td>11966 LAKESHORE DR</td>
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<tr>
<td>14600 172ND AVE</td>
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<tr>
<td>12991 COPPERWAY DR</td>
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<td>14036 152ND AVE</td>
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<td>13839 152ND AVE</td>
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<td>13550 REDBIRD LN</td>
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## Building Permit Report - Monthly

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<td>P20PL0158</td>
<td>14450 WINDWAY DRIVE</td>
<td>PFOHL TYLER D-KATHRYN D</td>
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**POOL/SPA/HOT TUB**

<table>
<thead>
<tr>
<th>Permit Number</th>
<th>Address</th>
<th>Owner/Trust</th>
<th>Estimated Cost</th>
<th>Permit Fee</th>
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</thead>
<tbody>
<tr>
<td>P20BU0428</td>
<td>15156 WILLOWWOOD CT</td>
<td>DEFDOR MICHAEL R-SAMANTHA</td>
<td>$78,000</td>
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<tr>
<td>P20BU0455</td>
<td>11838 TURTLE TRAIL PVT</td>
<td>WALTERS JOSHUA P-KATY B</td>
<td>$2,200</td>
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**REPLACEMENT WINDOWS/DOORS**

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<tr>
<td>P20BU0431</td>
<td>16310 MERCURY DR</td>
<td>BROWN WILLIAM J-LINDA S</td>
<td>$1,600</td>
<td>$42.00</td>
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<tr>
<td>P20BU0442</td>
<td>16560 BUCHANAN ST</td>
<td>KIEFT WILLIAM ADAM IV-CHRISTINE M</td>
<td>$3,000</td>
<td>$63.00</td>
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<tr>
<td>P20BU0462</td>
<td>14036 152ND AVE</td>
<td>BRONKEMA RYAN L-HEATHER M</td>
<td>$5,000</td>
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## Building Permit Report - Monthly

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<td><strong>Total Permits For Type:</strong></td>
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| **RE-SIDING** |            |
| $30,000        | $100.00    |

| **RETAINING WALL** |            |
| $500            | $75.00     |

| **SHED (<200 SQFT)** |            |
| $2,000           | $40.00     |
| $5,000           | $40.00     |
| $100             | $40.00     |
| $3,800           | $40.00     |
| $4,500           | $40.00     |
| $6,700           | $40.00     |
### Building Permit Report - Monthly

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Address</th>
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<td>EASTBROOK HOMES INC</td>
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<td>P20BU0422</td>
<td>HYMA DEREK</td>
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<td>P20BU0434</td>
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<td>FOLLIS BRADFORD J-DEBAPTISTE BETH I</td>
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<td>P20VS0026</td>
<td>KIMBALL JAMES-CAROL</td>
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<td>P20VS0027</td>
<td>WHITE JOSEPH P</td>
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<td>DOUGALL TRUST</td>
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<td>$6,386,942</td>
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*Total Permits In Month: 204*
# October Enforcement Letters By Category

*All enforcement letters sent the previous month*

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<thead>
<tr>
<th>Type of Enforcement Letter</th>
<th>Number Mailed</th>
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<tr>
<td>DECK WITHOUT PERMIT</td>
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<tr>
<td>FENCE - 1ST NOTICE</td>
<td>3</td>
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<tr>
<td>FENCE - 2ND NOTICE</td>
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<tr>
<td>PARKED ON GRASS - 1ST NOTICE</td>
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</tr>
<tr>
<td>PARKED ON GRASS - 2ND NOTICE</td>
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</tr>
<tr>
<td>PERMIT APPLICATIONS-PLEASE COMPLETE</td>
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<tr>
<td>POOL &amp; HOT TUB - 1ST NOTICE</td>
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<tr>
<td>POOL &amp; HOT TUB - 2ND NOTICE</td>
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<tr>
<td>SHED - 1ST NOTICE</td>
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<tr>
<td>SHED - 2ND NOTICE</td>
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<td>SIGN IN ROW WARNING</td>
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<td>TRASH CAN - 1ST NOTICE</td>
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<tr>
<td>TRASH CAN - 2ND NOTICE</td>
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<tr>
<td>VEHICLE IN ROW - 1ST NOTICE</td>
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<tr>
<td>WORK WITHOUT PERMITS - 1ST NOTICE</td>
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**Total Letters Sent:** 39
## ACCESSORY BUILDING

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<tr>
<th>Enforcement No.</th>
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<th>Last Action Date &amp; Last Action</th>
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<tbody>
<tr>
<td>E20CE0200</td>
<td>15773 COMSTOCK ST</td>
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<td>10/12/20</td>
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<tr>
<td>E20CE0211</td>
<td>15324 ROBBINS RD</td>
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<tr>
<td>E20CE0217</td>
<td>15868 FERRIS ST</td>
<td>VERBAL WARNING</td>
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<tr>
<td>E20CE0225</td>
<td>14994 BIGNELL DR</td>
<td>1ST NOTICE OF VIOLATION LETTER</td>
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**Total Entries:** 4

## BUILDING

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<tbody>
<tr>
<td>E20CE0198</td>
<td>15368 MEADOWLARK DR</td>
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<tr>
<td>E20CE0210</td>
<td>15000 RIVERBLUFF PL</td>
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<td>E20CE0212</td>
<td>12482 LAKESHORE DR</td>
<td>INVESTIGATION ONLY</td>
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<td>E20CE0213</td>
<td>15074 DEREMO AVE</td>
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<td>E20CE0214</td>
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<td>E20CE0220</td>
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<td>COMPLAINT LOGGED</td>
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**Total Entries:** 6

## FENCE

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<tbody>
<tr>
<td>E20CE0194</td>
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<td>10/22/20</td>
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<tr>
<td>E20CE0204</td>
<td>18295 HILLSIDE DR</td>
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<td>E20CE0207</td>
<td>15026 ROBINWOOD CT</td>
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<td>E20CE0218</td>
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<td>E20CE0224</td>
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**Total Entries:** 6

## PARKING ON THE GRASS

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<th>Last Action Date &amp; Last Action</th>
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<tbody>
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<td>17846 DEWBERRY PL</td>
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<td>10/21/20</td>
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<tr>
<td>E20CE0202</td>
<td>14847 160TH AVE</td>
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<tr>
<td>E20CE0203</td>
<td>14919 160TH AVE</td>
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</table>
# October Open Enforcements By Category

## Monthly Report

### POOL & HOT TUB/SPA

<table>
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<th>Address</th>
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<tbody>
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**Total Entries:** 1

### RECREATION VEHICLES

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<tbody>
<tr>
<td>E20CE0222</td>
<td>15230 164TH AVE</td>
<td>VERBAL WARNING</td>
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**Total Entries:** 1

### SIGNS

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<td>E20CE0206</td>
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<td>E20CE0209</td>
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<td>E20CE0221</td>
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<td>E20CE0223</td>
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**Total Entries:** 5

### TRASH RECEPTACLES

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<td>E20CE0193</td>
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<td>E20CE0216</td>
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# October Open Enforcements By Category

## Monthly Report

### VEHICLE IN ROW

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<td>E20CE0201</td>
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*Total Entries: 10*

Enforcement Date Filed Between 10/1/2020 12:00:00 AM AND 10/31/2020 11:59:59 PM

Total Pages: 3

*Total Records: 40*

Report Created: 11/04/20
# October Closed Enforcements By Category
## Monthly Report

### ACCESSORY BUILDING

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**Total Entries:** 3

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**Total Entries:** 4

### CHICKENS & OTHER ANIMALS

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**Total Entries:** 1

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**Total Entries:** 5

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**Total Entries:** 1
# October Closed Enforcements By Category
## Monthly Report

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**Total Entries:** 1

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**Total Entries:** 6

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**Total Entries:** 4

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# October Closed Enforcements By Category
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**Total Records:** 40