



**City of Fennville
Allegan County, Michigan**

**CONSTRUCTION AND TESTING OF
TEST-PRODUCTION WELL No. 8**

CONTRACT SPECIFICATIONS

williams&works
engineers | surveyors | planners



DWSRF 7803-01 – CONTRACT 1

**W&W Project No. 225164.01
January 14, 2026**

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ADVERTISEMENT
FOR
Construction and Testing of Test-Production Well No. 8
for
The City of Fennville

The City of Fennville is soliciting sealed proposals for the construction and testing of Test-Production Well No. 8. The work includes; construction of two (2) 5-inch diameter test-observation wells, construction and aquifer testing of a Type I community water supply well known as Test-Production Well No. 8. The project is funded through the State of Michigan Drinking Water State Revolving Fund (DWSRF 7803-01).

Sealed proposals will be received by the City of Fennville at their office located at 125 S. Maple St., Fennville, MI 49408 until **11:00 a.m. local time, February 13, 2026**, at which time they will be publicly opened and read aloud.

Contract Documents are available at www.thinkmita.org, www.fennville.gov, and www.williams-works.com/#bids

Each proposal shall be accompanied by a certified check or bid bond by a recognized surety in the amount of five percent (5%) of the total of the bid price.

After the time of opening, no bid may be withdrawn for a period of Thirty (30) days.

The City of Fennville reserves the right to accept any bid, reject any or all bids, to waive informalities and make the award in any manner deemed in the best interest of the City.

City of Fennville

BY ORDER OF:

Kathryn Beemer, City Manager

ARTICLE 1 - BASIS OF PROPOSAL

- 1.1 The Bid is based on unit and lump sum prices as stipulated in the Bid Form. The totals of the extensions of unit and lump sum prices will be used as a basis for determining the total bid price.
- 1.2 All work necessary for completion of the Contract, but not specifically listed as a pay item, will be considered to be covered under one or more of the Bid items.
- 1.3 Where the Bid consists of separate sections of work, each section may be awarded separately or together with other section(s), whichever will be in the best interests of the OWNER. BIDDERS may bid any or all sections.

ARTICLE 2 - QUALIFICATIONS OF BIDDERS

Bids are solicited only from responsible BIDDERS skilled and regularly engaged in work of similar character and magnitude.

ARTICLE 3 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each BIDDER shall:
 - A. Examine the Contract Documents thoroughly;
 - B. Visit the Site to become familiar with local conditions that may in any manner affect cost, progress, performance or timely completion of the Work;
 - C. Become familiar with all laws, rules and regulations that may in any manner affect cost, progress, performance or timely completion of the Work; and
 - D. Study and carefully correlate BIDDER's observations with the Contract Documents.
- 3.2 Surveys, investigations, and reports of subsurface or latent physical conditions at the Site which have been relied upon by ENGINEER in preparing the Drawings and Specifications are not guaranteed as to accuracy or completeness. Each BIDDER shall, at his own expense, make additional surveys and investigations as necessary to determine his Bid for the performance of the Work.

ARTICLE 4 - INTERPRETATION

Questions about the meaning or intent of the Contract Documents shall be submitted to the ENGINEER not less than seven (7) days prior to date of opening of Bids. Replies will be issued by Addenda mailed or delivered to Planholders of Record not less than three (3) days before Bids are due. ENGINEER may issue other Addenda at any time prior to opening of Bids. Only answers given by Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

ARTICLE 5 - BID SECURITY

- 5.1 The type and amount of Bid Security is stated in the Advertisement. Bid Security from each BIDDER on the Work shall be by a single Surety.
- 5.2 A Bid Bond when used as Bid Security, shall be issued by a Surety named in U.S. Treasury Circular 570 licensed to conduct business in the state in which the Work is located.
- 5.3 The Bid Security of the successful BIDDER will be retained until the executed Agreement, Bonds, insurance certificates and other required information is delivered by the BIDDER to the OWNER.
- 5.4 Failure of the successful BIDDER to execute and deliver the Agreement, Bonds, insurance certificates and other required information within ten (10) days of the Notice of Award shall be just cause for OWNER to annul the Notice of Award and declare the Bid and Bid Security forfeited.
- 5.5 The Bid Security of any BIDDER whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until either the executed Agreement, Bonds, insurance certificates and other

required information are delivered by the successful BIDDER to the OWNER or the expiration of the time limit specified for the Bid Hold Period, whichever occurs first.

5.6 Unless specifically requested, Bid Bond will not be returned to BIDDER.

ARTICLE 6 - CONTRACT TIME

The time(s) for completion of the Work shall be as stipulated in the Agreement. If the time requirement(s) cannot be met, the BIDDER is requested to stipulate in the Bid Form his schedule for performance of the Work. Consideration will be given to time in evaluating Bids.

ARTICLE 7 - LIQUIDATED DAMAGES AND EXPENSES

Provisions for liquidated damages and expenses for failure to complete on time are set forth in the Agreement.

ARTICLE 8 - BID PREPARATION

8.1 Submit the Bid on the separate Proposal and Bid Form with Bid Security and other required documents. The bound copy is for BIDDER's records.

8.2 No change shall be made in the wording of the form or in any of the items. Bids should be typed or filled out legibly in ink.

8.3 All names must be printed or typed below the signature.

8.4 The Proposal shall contain an acknowledgement of receipt of all Addenda.

8.5 Bid by partnership shall be executed in the partnership name and signed by a partner. Partner's title must appear under signature.

8.6 Bid submitted by two or more firms will not be considered (i.e. no joint bids).

8.7 Bid by corporation must be executed in the corporate name by a corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be listed.

8.8 Agreement will be on the basis of material and equipment described in the Contract Documents without consideration of substitute or "or-equal" items; except for alternates which may be offered by the BIDDER in the Bid Form and accepted by the OWNER prior to execution of the Agreement. Applications for substitutions will be considered only after the Agreement has been executed. The procedure for substitutions is set forth in the General Conditions.

8.9 On unit price Bids, BIDDERS shall show the unit price for each item listed, the total price for the quantity of each item, and the total price for all items. If ENGINEER finds any errors in the Bidder's computations, ENGINEER reserves the right to make corrections.

ARTICLE 9 - SUBMISSION OF BIDS

9.1 Bids, Bid Security and other required documents shall be submitted prior to the time and at the place indicated in the Advertisement.

9.2 Submit Bid Documents, in a sealed envelope, properly identified.

9.3 If the Bid Documents are sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

9.4 Bid documents may not be sent by facsimile. Bids must be submitted in a sealed envelope as stated in part 9.2

ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1 Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 10.2 If, within 24 hours after Bids are opened, any BIDDER files a duly signed notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of Bid, that BIDDER may withdraw its Bid, and the Bid Security will be returned by OWNER.

ARTICLE 11 - OPENING OF BIDS

The Bid opening location and time will be as indicated in the Advertisement.

ARTICLE 12 - BID HOLD PERIOD

All bids shall remain firm, after the day of the Bid opening, for the period stipulated in the Advertisement.

ARTICLE 13 - AWARD OF CONTRACT(S)

- 13.1 BIDDER will be required to complete Bid documentation and correct irregularities as a condition of award. OWNER reserves the right to reject any and all Bids and waive any and all irregularities. OWNER further reserves the right to accept or reject nonconforming, qualified, alternate or conditional Bids.
- 13.2 In evaluating Bids, OWNER will consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements and include completed alternates and unit prices if requested in the Bid Form. OWNER may conduct investigations to establish the responsibility, qualifications and financial ability of the BIDDERS and proposed Subcontractors to do the Work within the prescribed time. OWNER reserves the right to reject the Bid of any BIDDER who does not pass such evaluation to OWNER's satisfaction.
- 13.3 Subject to the rights reserved by the OWNER, it is intended that a contract will be awarded to the low responsible, responsive BIDDER whose evaluation indicates to OWNER that such award will be in the best interests of the OWNER.
- 13.4 Prior to the Notice of Award, ENGINEER will notify the apparent successful BIDDER if OWNER, after due investigation, has reasonable objection to any listed Subcontractor(s), where such listing is requested in the Bid Form. Failure of OWNER to make objection prior to Notice of Award will constitute acceptance of the listed Subcontractor(s), but not a waiver of any right of OWNER to reject defective work, material or equipment, or material and equipment not in conformance with the requirements of the Contract Documents.
- 13.5 If, prior to the Notice of Award, OWNER refuses to accept any listed Subcontractor(s), the apparent successful BIDDER may:
 - A. Submit an acceptable substitute without an increase in bid price; or
 - B. Withdraw Bid and Bid Security.
- 13.6 If, after Notice of Award, OWNER refuses to accept any Subcontractor, CONTRACTOR shall submit an acceptable substitute and the Contract Price will be adjusted by the difference in cost occasioned by such substitution.
- 13.7 Concurrently with execution and delivery of Agreement, CONTRACTOR shall deliver to OWNER the Bonds, insurance certificates and other information as required by the Contract Documents.
- 13.8 If Bidder is a business entity (i.e., corporation, partnership, joint venture, etc.) organized under the laws of a state other than the state of the location of the Work, Bidder must provide evidence of proper registration to do business in the state of the location of the Work as a condition to execution of the Agreement.
- 13.9 The Agreement and such other documents as required will be signed by OWNER and CONTRACTOR within 25 days of the Notice of Award. OWNER will sign Agreement within 10 days of receipt of required Bonds,

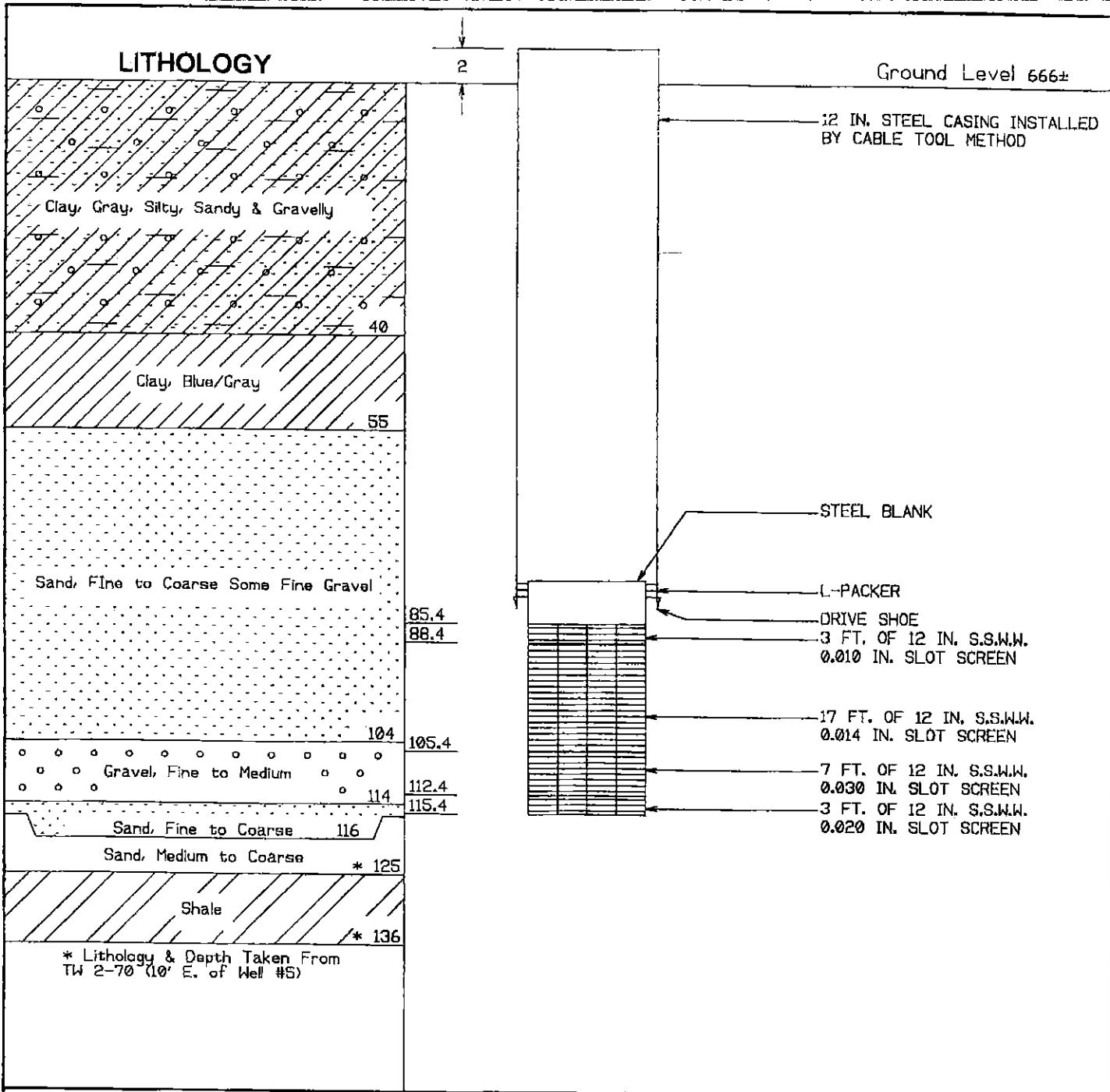
insurance certificates, other required information, and CONTRACTOR executed Agreement. OWNER, CONTRACTOR, SURETY and ENGINEER will each receive an executed copy of the Agreement.

END OF SECTION

The work involves the construction and testing of a new community water supply well on the property of the City of Fennville. The new well will be referred to as Test-Production Well No. 8.

Attached are the following;

- Well sketch of the existing Well No. 5.
- Site location map



City Fennville

State Michigan

Well Location ±1190' E. of 59th St. & ±610' S. of M-89

County Allegan

Twp. Clyde

T 2N R 15W NE 1/4 NW 1/4 SE 1/4 6

Test Rate _____ GPM

Well No. 5

Static Water Level _____ Ft.

City of Fennville

Pumping Level _____ Ft.

Fennville, Indiana

Specific Capacity _____ GPM/Ft. D.D.

Driller Others

Date Drilled 9-29-71 Job No. _____



PEERLESS-MIDWEST, INC.
56860 Russell Industrial Pkwy, Mantawaka, IN 46545
Water Supply Contractors

City of Fennville
Site Location of Proposed Well No. 8 – Local Map



CITY OF FENNVILLE
CONSTRUCTION AND TESTING OF TEST-PRODUCTION WELL NO. 8

City of Fennville
125 S. Maple Street
Fennville, MI 49408

Gentlemen:

ARTICLE 1-CONTRACT PRICE

Having carefully examined the site of the proposed Work; being fully informed of the conditions to be met in the prosecution and completion of the Work; having read and examined the Contract Documents applicable to this Work and agreeing to be bound thereby; the undersigned proposes to perform all services, and furnish all necessary labor, materials, tools, and equipment to complete the Work described in the Contract Documents for the amounts set forth in the accompanying Bid Form.

ARTICLE 2-CONTRACT TIME

If awarded a Contract, undersigned agrees to prosecute the Work regularly and diligently to ensure full completion within the Contract Time(s) indicated in the Agreement.

ARTICLE 3-LIQUIDATED DAMAGES

The undersigned agrees that liquidated damages, in the amount stipulated in the Agreement, shall be assessed for each day that expires after the completion time(s), stipulated in the Agreement, until the Work is complete.

ARTICLE 4 -BIDDER'S QUALIFICATIONS

The undersigned agrees to furnish, upon request, a list of projects of a similar nature completed in the last 5 years.

ARTICLE 5-WAIVER

The undersigned certifies the price(s) entered in the Bid Form are correct and complete and that all information given or furnished in connection therewith is correct, complete and submitted as intended. The undersigned waives any right to:

- 5.1 claims he may now have or which may accrue to him,
- 5.2 refuse to execute the Contract if awarded to him,
- 5.3 demand the return of the Bid Security,
- 5.4 be relieved from any obligation by reason of any errors, mistakes or omissions, subject to right of withdrawal of Bid as provided in the Instructions to Bidders.

ARTICLE 6-BID NON-COLLUSIVE

The undersigned certifies that this Proposal is fair, genuine and not collusive or sham, and has not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid, to refrain from bidding, or in any way to fix the amount of this Bid or that of any other BIDDER, or to secure any advantage against the OWNER. The undersigned further certifies that no officer or employee of the OWNER is personally or financially interested, directly or indirectly, in this Bid or in the undersigned.

ARTICLE 7-BID SECURITY

The undersigned encloses a Bid Security in the form and amount required by the Advertisement. The undersigned agrees to contract for the Work and to furnish the necessary Bonds, Insurance Certificates and other information, as stipulated in the Instructions to Bidders. If this Proposal shall be accepted by the OWNER and the undersigned shall fail to contract as aforesaid and to furnish the required Bonds, Insurance Certificates and other information, then the

undersigned shall be considered to have abandoned the Contract and the Bid Security accompanying this Proposal shall become due and payable to the OWNER.

ARTICLE 8-OWNERS' RIGHTS

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any Bid, or reject any or all Bids, or to waive irregularities and/or informalities in any Bid and to make the award in any manner deemed in the best interest of the OWNER.

ARTICLE 9-RECEIPT OF ADDENDA

Receipt of Addenda _____ through _____ is acknowledged.

SIGNED THIS _____ DAY OF _____, 2026.

(Firm Name)

(Signature)

(Street Address)

(Name Printed)

(City, State and Zip)

(Title)

(Telephone No.)

LEGAL STATUS OF BIDDER: (Fill out appropriate form and cross out others.)

*Joint BIDDERS including:

Firm Name	City	State
_____	_____	_____
_____	_____	_____
_____	_____	_____

We hereby authorize _____ to sign the Bid on behalf of the firms listed:

Signature and Title	Firm
Signature and Title	Firm
Signature and Title	Firm

*A Corporation, duly organized in good standing and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____ whose signature is affixed to this proposal, is duly authorized to execute contracts. If a foreign corporation, the BIDDER states this corporation is qualified to and will register in state in which project Work is located.

*A Partnership, all members of which with address are:

_____	_____
_____	_____
_____	_____
_____	_____

*An Individual whose name with address is:

_____	_____
-------	-------

CITY OF FENNVILLE
CONSTRUCTION AND TESTING OF TEST-PRODUCTION WELL NO. 8ARTICLE 1-SCHEDULE OF PRICES

For the entire Work outlined in these Contract Documents complete as specified, using equipment and materials only of the type and manufacturers where specifically named, the following unit and lump sum prices:

**Construction and Testing of Well No. 8 including
two (2) offset observation wells**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Est Quant.</u>	<u>Unit Price</u>	<u>Amount</u>
1	Bonds, Insurance and General Conditions	Lsum	1	\$ _____	\$ _____
2	Mobilization/demobilization	Lsum	1	\$ _____	\$ _____
3	Drill sample borehole for collection and analysis of formation samples. Includes sieve analysis and grouting	LF	125	\$ _____	\$ _____
4	Drill 20-inch minimum diameter borehole to 125 feet for the Production Well	LF	125	\$ _____	\$ _____
5	Drill and Install 2, 5-inch PVC Observation Wells - Complete	LF	250	\$ _____	\$ _____
6	16-inch SSWW Well Screen including Filter Pack	LF	20	\$ _____	\$ _____
7	16-inch Steel Casing including Neat Cement Grout	LF	107	\$ _____	\$ _____
8	Well Development	HR	20	\$ _____	\$ _____
9	Furnish, Install and Operate Test Pumping Equipment (stepped rate test, and 24-hour constant rate test)	LS	1	\$ _____	\$ _____
10	Plumbness/Alignment Testing	LS	1	\$ _____	\$ _____
11	Digital Video of Completed Production Well	LS	1	\$ _____	\$ _____
Total Bid					\$ _____

ARTICLE 2-MATERIAL AND EQUIPMENT ALTERNATES

The Contract Documents stipulate that the Base Bid price shall include materials and equipment selected from the designated items and manufacturers listed therein. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the BIDDER wishes to quote alternate items for consideration by the OWNER, he may do so under this Article. A complete description of the item and the proposed price differential are to be provided. Unless approved at the time of award, substitutions, where items are specifically named, will be considered only in accordance with the terms set forth in the General Conditions.

<u>Item No.</u>	<u>Description</u>	<u>Add/Deduct Amount (Dollars)</u>

ARTICLE 3-TIME ALTERNATE

If the BIDDER takes exception to the time(s) stipulated in Article 3 - Contract Time of the Agreement, he is requested to stipulate below his proposed time for performance of the Work. Consideration will be given to time in evaluating bids.

ARTICLE 4-SUBCONTRACTOR LISTING

Bid is submitted on the basis of the use of the following Subcontractors:

WORK ITEM	FIRM	CITY
-----------	------	------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please note if work is to be performed by BIDDER. Failure to list Subcontractors with the Bid waives BIDDER'S rights to a change in Contract Time or Price or withdrawal of Bid and Bid Security; in the event OWNER has reasonable objection to any Subcontractor.

OWNER shall have the right to reject any Subcontractor for reasonable cause. If Subcontractors are not identified in the Bid, the BIDDER/CONTRACTOR shall engage a Subcontractor acceptable to OWNER and waives the right to withdraw Bid and Bid Security, and further, waives right to a change in Contract Time or Price due to failure to list.

END OF SECTION

This Agreement is dated the _____, by and between the **City of Fennville**, hereinafter called OWNER, and _____, hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1-WORK

CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents, generally described as follows:

**City of Fennville
Construction and Testing of Test-Production Well No. 8**

ARTICLE 2-ENGINEER

The Work has been designed by the firm of Williams & Works, Inc., who will act as ENGINEER on the Work, unless Notice is otherwise given by the OWNER.

ARTICLE 3-CONTRACT TIME

- 3.1 The Work to be completed under this Contract shall be commenced immediately after receipt of a fully executed Contract and Notice to Proceed. The Notice to Proceed will be issued at the time of the contract signing.
- 3.2 The Work under this Contract shall commence after contract is signed and a notice to proceed is issued, and **shall be substantially completed on or before March 31, 2026**, which shall be the Contract Time.
- 3.3 CONTRACTOR agrees to pay expenses arising from failure to complete the Work within the Contract Time including expenses for engineering services, attorney's fees, technical services and administration costs.

ARTICLE 4-CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: _____ (\$______).
- 4.2 The amount paid shall be equitably adjusted to cover changes in the Work ordered by the ENGINEER but not required by the specifications. Such increases or decreases in the Contract Price shall be determined by agreement between the OWNER and CONTRACTOR.

ARTICLE 5-PAYMENTS

- 5.1 CONTRACTOR will prepare and submit monthly and final payment requests in accordance with the General Conditions.
- 5.2 OWNER will make monthly and final payments in accordance with the GENERAL CONDITIONS.
- 5.3 All monies not paid when due shall bear interest at the greater of the rate of 7% per annum, or the highest rate allowed by law.

ARTICLE 6-CONTRACT DOCUMENTS

6.1 The complete Contract between OWNER and CONTRACTOR consists of the following Contract Documents:

Advertisement
Instruction to Bidders
Current Conditions
Proposal
Bid Form
Bonds
Agreement
General Conditions
Specifications

6.2 In resolving conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order: Modifications, Agreement, Addenda, Supplemental Conditions, General Conditions, Specifications, Drawings, Advertisement, Instructions to Bidders, Proposal/Bid Form, and Bonds.

ARTICLE 7-MISCELLANEOUS

7.1 Terms used in this Agreement are defined in the General Conditions.

7.2 Neither party shall assign, in whole or in part, any of its rights or obligations, including any monies due, or to become due, under the terms of the Contract Documents without the written prior consent of the other party. This paragraph shall not be construed to limit the powers vested in the OWNER under the General Conditions.

7.3 The OWNER and CONTRACTOR each binds itself, successors and assigns to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.4 The Contract Documents may only be altered, amended, or repealed by a Modification.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract in at least four (4) counterparts, each of which shall be deemed an original, the day and year first above written.

WITNESS

CONTRACTOR

(Contractor)

By _____
(Signature)

Title _____

WITNESS

OWNER

City of Fennville _____
(Owner)

Kathryn Beemer _____

By _____
(Signature)

Title City Manager _____

APPROVED AS TO FORM:

OWNER's Attorney

LEGAL STATUS OF CONTRACTOR: (Fill out appropriate form and cross out others.)

*A Corporation: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all corporation offices.

I, _____, certify that I am the _____ of the corporation named as CONTRACTOR herein; that _____, who signed this Agreement on behalf of the corporation, was then _____ of the corporation, that the Agreement was duly signed for and in behalf of the corporation by authority of its board of directors, and is within the scope of its corporate powers. If a foreign corporation, this corporation is qualified to and will register in state in which project Work is located.

_____ (Date)

_____ LS
(Signature)

*A Partnership: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all partnership offices.

I, _____, certify that I am the _____ of the partnership named as CONTRACTOR herein; that _____, who signed this Agreement on behalf of the partnership, was then _____ of the partnership, that the Agreement was duly signed for and in behalf of the partnership by authority of its partners, and is within the scope of its partnership powers. If a foreign partnership, this partnership is qualified to and will register in state in which project Work is located.

_____ (Date)

_____ L.S.
(Signature)

*A Joint Venture: The same officer shall not execute both the Agreement and this certificate, unless only one person occupies all offices.

I, _____, certify that I am the _____ of _____, a _____ engaged in a Joint Venture with _____, a _____, pursuant to a Joint Venture Agreement dated _____, 2026; that _____, who signed this Agreement on behalf of _____, was then its _____, that this Agreement was duly signed for and in behalf of the Joint Venture in accordance with the Joint Venture Agreement and by authority of the members of the Joint Venture.

_____ (Date)

_____ LS
(Signature)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, and _____, a Corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Michigan, as Surety, are held and firmly bound unto _____, as obligee, and hereinafter called OWNER, in the just and full sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment whereof the Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Principal has entered into a written Contract with the OWNER, dated the _____ day of _____, 2026, for _____ in accordance with plans and specifications prepared by Williams & Works, Inc., 549 Ottawa Avenue, N.W., Grand Rapids, Michigan, 49503 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein.

NOW, THEREFORE, the conditions of this obligation are such, that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said Contract, and shall defend, indemnify and save harmless the OWNER against any and all liens, incumbrances, damages, demands, expenses, costs and charges of every kind except as otherwise provided in said Contract Documents, arising out of or in relation to the performance of said Work and the provisions of said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period for one year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

AND PROVIDED, that any alterations which may be made in the terms of said Contract, or in the Work to be done under it, or any extension of time for the performance of said Contract, or any forbearance on the part of either party to the other, or the placing of an inspector or resident engineer thereon by the OWNER, shall not in any way release the Principal and Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder; notice to the surety of any such alteration, extension or forbearance being hereby waived.

Signed and sealed this _____ day of _____

WITNESS:

PRINCIPAL:

By _____ (Seal)
By _____

WITNESS:

SURETY:

By _____ (Seal)
Title _____

LOCAL ADDRESS OF AGENT FOR SURETY:

Street	City	State	Zip Code
--------	------	-------	----------

PAYMENT BOND

(under Act 213 of 1963)

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, and _____, a Corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Michigan, as Surety, are held and firmly bound unto the (City/Village/Township) of _____, as obligee, and hereinafter called OWNER, in the just and full sum of (\$_____) lawful money of the United States of America, or the payment whereof the Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Principal has entered into a written Contract with the OWNER, dated the ____ day of _____ for _____ in accordance with plans and specifications prepared by Williams & Works Inc., 549 Ottawa Avenue N.W., Grand Rapids, MI 49503 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein;

AND WHEREAS, this bond is given in compliance with subject to the provisions of Act. No. 213 of the Public Acts of Michigan, for the year 1963, as amended by subsequent acts to date.

NOW, THEREFORE, the condition of this obligation is that if the Principal and his Subcontractors shall make all payments as they become due and payable of all amounts owing to Subcontractors and to parties supplying labor or materials to the Principal or to his Subcontractors in the prosecution of the Work provided for in said Contract (intending to include herein all claimants as defined in Section 6 of Act 213 of 1963, as amended), then this obligation shall be void, otherwise the same shall be in full force and effect;

AND PROVIDED, that any alterations which may be made in the terms of said Contract, or in the Work to be done under it, or the giving by the party of the first part of said Contract, any extension of time for the performance of said Contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder; notice to the Surety of any alterations, extensions of or of any forbearance being hereby waived.

Signed and sealed this _____ day of _____

WITNESS:

PRINCIPAL:

By _____ (Seal)

By _____

WITNESS:

SURETY:

By _____ (Seal)

Title _____

LOCAL ADDRESS OF AGENT FOR SURETY:

Street	City	State	Zip Code
--------	------	-------	----------

ARTICLE 1-DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Act of God	Unpredictable phenomenon of nature such as earthquake, flood or cyclone.
Addendum	A document issued by ENGINEER prior to the receipt of bids which sets forth additional provisions, changes or clarifications of the Contract Documents.
Advertisement	The notice published by OWNER to solicit Bids.
Affidavit of Completion	A document which includes the CONTRACTOR's sworn statement that the Work has been completed in accordance with the Contract Documents and that labor and material men have been paid and the Surety's consent to final payment.
Agreement	An instrument, signed by OWNER and CONTRACTOR covering the Work to be performed and setting forth the Contract Time, the Contract Price and other matters.
Allowance	A fixed sum stipulated in the Contract Documents, to be used in total or in part, as determined by the OWNER, for a specific service, product or group of products to be furnished by CONTRACTOR. All cash allowances shall be included in the Contract Price.
Bid	The offer of the BIDDER submitted on the prescribed forms setting forth the conditions under and prices for which the Work will be performed.
Bid Documents	The Bid and additional documents required to be submitted with the Bid as set forth in the Instructions to Bidders.
BIDDER	Any person, firm, joint venture or corporation submitting a Bid for the Work.
Bid Security	Bid Bond or other instrument of security furnished by BIDDER.
Bonds	Bid, Performance and Payment Bonds furnished by CONTRACTOR.
Bulletin	A document issued by ENGINEER which clarifies and interprets the Contract Documents or which directs minor changes or alterations in the Work not involving extra cost.
Certificate of Completion	Notice from ENGINEER to OWNER that the Work has been completed and establishing a one year bonded correction period.
Change Order	An order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time or both, issued after execution of the Agreement.
Construction Schedule	The timetable outline of CONTRACTOR's sequence of operations.
Contract	The agreement between OWNER and CONTRACTOR set forth in the Contract Documents.
Contract Documents	The Agreement and all related documents as identified in the Agreement.
Contract Price	The total moneys payable to CONTRACTOR for the Work.
Contract Time	The stated date or number of days for the completion of the Work.
CONTRACTOR	The person, firm, joint venture or corporation with whom OWNER has executed the Contract.
Day	Calendar day of 24 hours from midnight to the next midnight.
Defective Work	Work that does not conform to the requirements of the Contract Documents and damaged Work.
Drawings	The Drawings prepared or approved by ENGINEER and approved by OWNER, which show the character and scope of the Work to be performed.
Effective Date of Contract	The date shown in the Agreement.

ENGINEER	The designated representative of the OWNER.
General Requirements	The Sections of Division 1 of the Specifications.
Inspect, Inspection, Inspector	Observe the work of the CONTRACTOR as it relates to implementing CONSULTANT's plans, specifications, reports, and other instruments of professional service. An inspector has no authority or responsibility to direct any construction workers, and may not stop the work. An inspector is not responsible for the means, methods, sequences, or operations of construction, or safety procedures attendant thereto.
Insurance Certificate	The documents issued by CONTRACTOR's insurer listing policies and extent of coverage applicable to the Work.
Liens	Claims, security interests, and encumbrances.
Modification	(a) An amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) Bulletin. A Modification may only be issued after the Effective Date of the Contract.
Notice	A written communication between the parties specifically called for by the Contract Documents.
Notice of Award	The Notice by OWNER to BIDDER that BIDDER has been awarded the Contract.
Notice of Termination	Notice from OWNER to CONTRACTOR terminating services of the CONTRACTOR.
Notice to Proceed	A Notice by ENGINEER to CONTRACTOR fixing the date on which the Contract Time will commence and on which CONTRACTOR shall start the Work.
OWNER	The public body or authority, corporation, association, partnership, or individual with whom CONTRACTOR has entered into the Contract and for whom the Work is to be performed.
Partial Completion	For the Work that is being constructed in phases, Partial Completion is Substantial Completion of a defined portion of the Work. Partial Completion is reached whenever the defined portion of the Work is ready for use by OWNER. To be considered partially complete, use must not be prevented by other activities of CONTRACTOR. When use is delayed by factors that are beyond CONTRACTOR's control, the designated portion of the Work shall be considered partially complete.
Partial Utilization	Partial Utilization is placing a portion of the Work or facility in service for the purpose for which it was intended or for a related use before reaching Partial Completion or Substantial Completion.
Planholders of Record	Parties recorded by ENGINEER as having received a copy of Contract Documents and a separate set of Bid Documents and as making required deposit therefor, under their own name.
Product	Materials, systems, and equipment incorporated or to be incorporated in the Work.
Product Data	Catalog data, illustrations, standard schedules, performance charts, instructions, and other information prepared by manufacturer or supplier.
Project	Work and other related facilities of the OWNER.
Project Manual	The volume or volumes containing the bidding information, schedules, equipment uses, page-size details, and the Contract Documents for the Work except large drawings and modifications.
Proposal	The document which forms a portion of the Bid.
Provide	Furnish and install.
Resident Project Representative	The authorized representative of ENGINEER who is assigned to the Work site or any part thereof.
Schedule of Values	The breakdown of the Bid into component parts aggregating the total Bid.

Shop Drawings	All drawings, diagrams, illustrations, schedules and other data specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate the equipment, material or some portion of the Work.
Site	The location(s) where the Work is to be performed.
Specifications	Those portions of the Contract Documents consisting of technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative details applicable thereto, specifically Divisions 1 through 16.
Subcontractor	An individual, firm, joint venture or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.
Substantial Completion	The stage in construction when the Work can be utilized for the purposes for which it was intended. At Substantial Completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the Work must be capable of continuous use.
Supplier	Firm providing products to CONTRACTOR.
Surety	A company which provides a Bond.
Work	The entire completed construction and the various separately identified parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating Products into the construction as required by the Contract Documents.

ARTICLE 2-PRELIMINARY MATTERS

COPIES OF DOCUMENTS

2.1 OWNER will furnish CONTRACTOR up to 10 copies of the Contract Documents. Additional copies will be furnished, upon request, as ENGINEER determines are necessary for execution of the Work. Copies requested beyond these limits are available at the cost of reproduction.

CONTRACTOR'S REPRESENTATION

2.2 By executing the Agreement, CONTRACTOR represents that CONTRACTOR has visited the Site and assumes full responsibility for being familiar with the nature and extent of the Contract Documents, Work, locality, local conditions and availability of manpower, materials and machinery that may in any manner affect the Work to be done, the Contract Price or the Contract Time.

CONTRACT TIME

2.3 The Contract Time will commence on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence later than the later of 30 days after the time stipulated for Bids to remain firm or 30 days after the Effective Date of Contract.

2.4 The date of beginning and the Contract Time for completion of the Work are essential conditions of the Contract Documents. Time requirements are for the benefit of OWNER, CONTRACTOR and other Project Contractors.

2.5 CONTRACTOR shall proceed with the Work at a rate of progress to ensure completion within the stipulated Contract Time. It is expressly agreed by CONTRACTOR that the Contract Time is reasonable, taking into consideration the average climatic and economic conditions and the availability of manpower, products, and construction machinery prevailing at the locality of the Work.

BEFORE STARTING THE WORK

- 2.6 CONTRACTOR shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. CONTRACTOR shall, within 48 hours, report to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover before proceeding with the Work.
- 2.7 CONTRACTOR shall submit to the ENGINEER:
Construction Schedules;
Schedule of Values; and
Schedule of Shop Drawings, Product Data and samples submittals.
- 2.8 A preconstruction meeting will be held to review the Construction Schedules, to establish procedures for handling Shop Drawings and other submissions and for processing payments, and to establish working relationships between the parties.

STARTING THE WORK

- 2.9 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences.
- 2.10 CONTRACTOR shall attend a progress meeting a minimum of once each month at a time and place designated by the ENGINEER.

ARTICLE 3-CONTRACT DOCUMENTS INTENT

GENERAL

- 3.1 It is the intent that the Contract Documents comprise the entire agreement between OWNER and CONTRACTOR and may be altered only by a Modification.
- 3.2 All communications between OWNER, CONTRACTOR, and ENGINEER intended to affect or modify any of the terms or obligations contained in the Contract Documents shall be in writing in order to be valid. Communications intended to affect or modify the Contract Documents include the following terms: claim, submission, notice, request, acceptance, report, objection, order, consent, advise, communicate, communications, certify, authorize, authorization, issue, or like terms.
- 3.3 No oral order, objection, claim or notice by OWNER, CONTRACTOR or ENGINEER shall affect or modify any of the terms or obligations contained in the Contract Documents.
- 3.4 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. In resolving conflicts, errors and discrepancies, the documents shall be given precedence in the order stipulated in the Agreement. Detailed drawings shall govern over general drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards or meanings.
- 3.5 The Contract Documents shall be governed by the law of the place of the Work.

REUSE OF DOCUMENTS

- 3.6 Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents or copies thereof prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4-LANDS AND CONTROLS

GENERAL

4.1 OWNER will, upon request, furnish to CONTRACTOR copies of all available boundary surveys and subsurface tests.

AVAILABILITY OF LANDS

4.2 OWNER will furnish, not later than CONTRACTOR's Construction Schedule starting date, the lands or rights-of-way upon which or within which the Work is to be performed, rights-of-way for access thereto, and lands designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained by OWNER. CONTRACTOR shall obtain all additional lands and access required for temporary construction facilities and storage of materials and equipment.

UNFORESEEN SUBSURFACE CONDITIONS

4.3 The underground conditions indicated in the Contract Documents represent the information available at the time of preparation and are not guaranteed as to accuracy or completeness. CONTRACTOR shall within 48 hours after discovery notify OWNER and ENGINEER of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will investigate within 72 hours after Notice and, if warranted, advise OWNER to obtain additional investigations and tests. If said additional investigations and tests show subsurface or latent physical conditions to be materially different and which could not have reasonably been anticipated by CONTRACTOR, a Change Order will be issued incorporating the necessary revision.

REFERENCE POINTS

4.4 CONTRACTOR shall be responsible for the preservation of established property corners, monuments, bench marks and similar reference points outside of the normal working area. CONTRACTOR shall report to ENGINEER whenever any reference point is lost, destroyed or requires relocation.

4.5 Replacement of reference points within the normal working area are the responsibility of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is in danger of being lost or destroyed or requires relocation.

4.6 Construction stakes will be provided by the OWNER to the extent as may be set forth in the Specifications.

ARTICLE 5 - BONDS AND INSURANCE

PERFORMANCE AND PAYMENT BONDS:

5.1 CONTRACTOR shall furnish separate Bonds as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. Each of these Bonds shall be in amounts at least equal to the Contract Price and in such form and with such Sureties as are acceptable to OWNER. Bond forms for the aforementioned securities are a part of the Contract Documents and CONTRACTOR shall ensure that each executed copy of the Bond form is complete and sealed.

A. Bonds shall be issued by a Surety named in U.S. Treasury Circular 570 licensed to conduct business in the state where the Work is located.

B. If the Surety on any Bond is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the Work is located, or it ceases to be listed as an acceptable Surety in U.S. Treasury Circular 570, CONTRACTOR shall, within 5 days thereafter, substitute another Bond from an acceptable Surety.

CONTRACTOR'S LIABILITY INSURANCE

5.2 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance from an insurance company authorized to write casualty insurance in the state where the Work is located and shall

provide protection from claims set forth below which may arise out of, or result from, CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Claims under worker's compensation, disability benefits, and other similar employee benefits.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees.
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.
- D. Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR or by any other person for any other reason.
- E. Claims for damages because of injury to, or destruction of, tangible property, including loss of use resulting therefrom.
- F. 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.

5.3 This insurance shall be written for the following minimum limits of liability and shall have an endorsement covering all CONTRACTOR'S obligations under the Contract Documents:

- A. Worker's Compensation & Employer's Liability Insurance:

Worker's Compensation	Statutory
Employer's Liability	\$500,000

- B. Comprehensive General Liability (personal injury, bodily injury and property damage) - covering premises; underground, explosion and collapse hazard; products completed operations; independent contractors' property damage; personal injury and blanket broad form contractual liability.

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

This Policy Must Include coverage for the liability assumed by the CONTRACTOR under the indemnity provisions of the Contract.

- C. Automobile Liability Insurance (bodily injury and property damage) - covering all owned, hired and non-owned automobile equipment.

Combined Single Limit	\$1,000,000
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Coverage will also comply with all applicable automobile statutes and no-fault laws.

Comprehensive General Liability and Comprehensive Automobile Liability Insurance may be arranged under a single policy for the full limits required or a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

OWNER'S LIABILITY INSURANCE

5.4 CONTRACTOR shall obtain Owner's Protective liability insurance in the name of OWNER and ENGINEER as agent for OWNER, with such provisions as will protect OWNER and ENGINEER from contingent liability under this Contract, and shall maintain and pay the premiums of such insurance. The amounts of coverage shall be the same as CONTRACTOR's liability insurance requirements in this Article.

PROPERTY INSURANCE

5.5 CONTRACTOR shall purchase and maintain property insurance upon the Work to the full insurable value thereof. This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors in the Work and shall insure against the perils of fire and include extended coverage and "all risk" coverage for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage. Payment for losses, if any, shall be retained by OWNER as security for Contract and shall be released to CONTRACTOR in periodic payments as such Work progresses.

- A. Any insured loss under the property insurance policies is to be adjusted with, and made payable to, OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause.
- B. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and against ENGINEER and separate contractors' agents and employees for damages caused by fire or other perils to the extent covered by this property insurance, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. CONTRACTOR shall require similar waivers by Subcontractors.
- C. OWNER as trustee will have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object to OWNER's exercise of this power within 15 days after the occurrence of loss. If such objection be made, arbitrators shall be chosen by the American Arbitration Association. OWNER as trustee will, in that case, make settlement with the insurers in accordance with the direction of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct the distribution.
- D. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof from OWNER and consented by endorsement on the policy or policies. The property insurance shall not be canceled or lapse on account of any such use or occupancy.

CERTIFICATE OF INSURANCE

5.6 Before commencing performance of Contract, CONTRACTOR shall furnish the OWNER with Certificates of Insurance evidencing:

- A. Insurer(s) affording coverage, acceptable to the OWNER.
- B. Effective and expiration dates of policies.
- C. That the OWNER will be given 30 days written notice of any cancellation, non-renewal or material change in any policy.
- D. That the Contractual Liability Endorsement has been included in Comprehensive General Liability policy.
- E. Any deductibles and/or self-insured retentions.
- F. Any exclusions to policies which are not part of the standard form.

ARTICLE 6-CONTRACTOR'S RESPONSIBILITIES

GENERAL

6.1 CONTRACTOR will issue communications relative to the Work, to OWNER through ENGINEER.

6.2 CONTRACTOR shall supervise and direct the Work competently, efficiently and with skill and attention required to complete the Work in accordance with the Contract Documents. CONTRACTOR shall be solely

responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible for accurate compliance of the finished Work with the Contract Documents.

- 6.3 CONTRACTOR shall keep on the Work, at all times the Work is in progress, a competent superintendent who shall be replaced only under extraordinary circumstances with Notice to OWNER and ENGINEER. The superintendent shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be binding on CONTRACTOR.
- 6.4 CONTRACTOR shall provide notice to allow all utilities to locate their facilities prior to the performance of Work. The form and time of notice, the person(s) notified and all other issues related to notice to utilities which may be effected by the Work shall be in accordance with the laws and regulations of the state in which the Work is to be performed.
- 6.5 Unless otherwise specified, restricted work times shall be as follows, except in the event of an emergency as defined in this Article: Sunday or holiday work will not be permitted; and, work will not be permitted from 8:00 p.m. to 7:00 a.m.

LABOR, MATERIALS AND EQUIPMENT

- 6.6 CONTRACTOR shall provide competent, suitably qualified personnel to execute and complete the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site. ENGINEER may judge the competency and qualifications of personnel and, upon his written request to the CONTRACTOR, the CONTRACTOR shall cause the immediate dismissal from the Work of any personnel considered by ENGINEER to be incompetent and/or unqualified.
- 6.7 CONTRACTOR shall guarantee that he has available the quantities and quality of labor and supervision necessary to fulfill the CONTRACTOR'S obligations under the Contract Documents.
- 6.8 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.
- 6.9 All Products shall be of good quality and new. When required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and installed equipment. CONTRACTOR shall submit to the ENGINEER Shop Drawings, Product Data and samples of Products to be incorporated in the Work.

SUBCONTRACTORS

- 6.10 CONTRACTOR shall be fully responsible for all acts and omissions of Subcontractors and of persons directly or indirectly employed by them and persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and OWNER or ENGINEER or any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to CONTRACTOR for specific work done.
- 6.11 The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating work to be performed by any specific trade.
- 6.12 All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor, subject to the applicable terms and conditions of the Contract Documents.

SUBSTITUTE PRODUCTS

- 6.13 Whenever Products are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, it is intended to establish the type, function and quality required. Unless the substitution is specifically prohibited, substitute

items may be accepted by ENGINEER. ENGINEER will be the sole judge of the acceptability of proposed substitutions. No substitution shall be ordered or installed without ENGINEER's prior acceptance. OWNER may require CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitute.

- A. During the bidding period, requests for substitutions may be given consideration by the ENGINEER, and if approved, an Addendum will be issued to incorporate the approved Product into the Contract Documents. Such requests must be received by the ENGINEER in ample time, not later than 10 days before bid due date, so that any necessary Addendum can be issued to all prospective BIDDERS before submission of the Bids.
- B. A request for substitution after award of the Contract shall be accepted from the CONTRACTOR only, shall be accompanied by manufacturer's data or other detailed description of the proposed Product and will be considered for one of the following reasons only:
 - 1. Increased value to the OWNER.
 - 2. Decreased cost to the OWNER.
 - 3. Specified item not procurable.
- C. A request for a substitution constitutes a representation that the CONTRACTOR has investigated and determined that the proposed Product is equal to or superior in all respects to that specified.
- D. CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating accepted or rejected substitutes and for resulting changes in Drawings and Specifications.

OWNER FURNISHED PRODUCTS:

6.14 When the Contract Documents stipulate that the OWNER will furnish Products to be incorporated in the Work, the CONTRACTOR'S responsibilities will be:

- A. Designate the delivery for each Product in the Construction Schedule.
- B. Review the Shop Drawings, Product Data and samples.
- C. Submit to ENGINEER Notice of any discrepancies or problems anticipated in the use of the Product.
- D. Receive and unload the Products at the Site.
- E. Promptly inspect Products jointly with the OWNER, record shortages, and damaged or defective items.
- F. Handle Products at the Site, including uncrating and storage.
- G. Protect the Products from exposure to the elements and from damage.
- H. Assemble, install, connect, and adjust the Products as stipulated in the Specifications.
- I. Repair or replace items damaged by the CONTRACTOR.

PERMITS

6.15 CONTRACTOR shall obtain all temporary permits required to complete the Work. Application and inspection fees associated with temporary permits shall be paid by the CONTRACTOR.

USE OF PREMISES

6.16 CONTRACTOR shall confine Work operations to the Site and other designated areas. All disturbed areas shall be restored to equal to or better than original condition.

6.17 Material and equipment storage areas on Site shall be established and maintained in a manner that will not disrupt or impair the use of the Site.

PATENT FEES AND ROYALTIES

6.18 CONTRACTOR shall pay license fees, royalties and costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights in connection with the Work. OWNER will pay for processes involved in the operation of the completed facilities.

SAFETY AND PROTECTION

6.19 CONTRACTOR shall be responsible for initiating, maintaining and supervising safety programs in connection with the Work. CONTRACTOR shall take precautions and provide protection to prevent damage, injury or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work and Products to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the Site or adjacent thereto, both above and below ground, not designated for removal, relocation or replacement. CONTRACTOR shall erect and maintain necessary safeguards for safety and protection of property and shall notify owners of adjacent utilities when prosecution of the Work may affect them. CONTRACTOR shall be responsible for costs associated with all damage, injury or loss.

6.20 CONTRACTOR shall designate a superintendent at the site as safety officer, whose duty shall be the prevention of accidents.

6.21 Damage, injury or loss to property referred to in this Article caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor and anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at CONTRACTOR'S cost. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until the Work is completed and ENGINEER has issued the Certificate of Completion.

LAWS AND REGULATIONS

6.22 CONTRACTOR shall comply with all laws, ordinances, rules, regulations and orders of public bodies applicable to the Work.

6.23 When the CONTRACTOR becomes aware that the Contract Documents, or any requirements thereof, are at variance to laws and regulations, CONTRACTOR shall promptly serve written Notice to the ENGINEER. Any alterations required to bring the Work in compliance will be made by Modification.

6.24 When the CONTRACTOR is aware that the Contract Documents, or any requirements thereof, are at variance to laws and regulations and performs any of the Work contrary to laws and regulations without Notice to the ENGINEER, all costs incurred in correcting the Work shall be borne by the CONTRACTOR.

HAZARDOUS MATERIALS

6.25 In the event CONTRACTOR discovers on the Site unexpected regulated hazardous materials, including without limitation, inorganics, organics and asbestos, CONTRACTOR shall immediately give Notice to ENGINEER and request a determination of how to proceed. In the event CONTRACTOR releases, under any circumstances, regulated hazardous materials on the Site, CONTRACTOR shall immediately give Notice to ENGINEER, take emergency action as appropriate and, following approval by ENGINEER of CONTRACTOR'S proposed plan of remediation, CONTRACTOR shall remediate said release at CONTRACTOR'S expense, all in compliance with all applicable laws and regulations.

EMERGENCIES

6.26 In emergencies affecting the safety of persons, the Work or adjacent property, CONTRACTOR, without authorization from ENGINEER or OWNER, is obligated to act, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt Notice of the emergency

action taken, and any significant changes in the Work or deviations from the Contract Documents caused thereby.

INDEMNIFICATION

6.27 The Contractor agrees to indemnify and hold harmless from any and all liability the City and its Mayor, City Council, officers, employees, and agents from all liability, loss, or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgments, and liabilities of any kind whatsoever arising out of this Agreement and the Contractor's performance of the Services, including but not limited to the payment of any amounts for federal, state, and local taxes, and/or social security and Medicare taxes. It is further agreed that the Contractor shall have the responsibility to the City for the proper performance of its professional services in conformity with the customary and usual standards in the trade, profession, or industry. As a result of the failure of such performance, provided such damages suffered by the City as a result are caused by the Contractor's error, omission, or negligent act, or the error, omission, or negligent act of its officers, agents, or employees, or subcontractors, no compensation will be paid to the Contractor for the services required to correct work arising out of the Contractor's errors or omissions. Additionally, the Contractor shall be responsible for any payment to other consultants/contractors to correct work arising from the Contractor's errors and omissions. The Contractor's indemnification responsibility shall be as broad as permitted by law.

ARTICLE 7-WORK BY OTHERS

7.1 OWNER may perform or may contract with others to do additional work related to the Project. CONTRACTOR shall afford others a reasonable opportunity to perform work as well as to store materials and equipment on Site and shall properly integrate and coordinate CONTRACTOR's work with others. CONTRACTOR shall coordinate and cooperate with contractors working in the area for other owners or jurisdictions.

7.2 If any part of CONTRACTOR's work depends for proper execution or results upon the work of other contractors, other owners, or OWNER, CONTRACTOR shall inspect and promptly report to ENGINEER any defects or deficiencies in such work. CONTRACTOR's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's work.

7.3 Additional Work resulting from other contracts, or work by OWNER not noted in the Contract Documents will be added by Change Order.

ARTICLE 8-OWNER'S RESPONSIBILITIES

GENERAL

8.1 OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of ENGINEER, OWNER will appoint an engineer against whom CONTRACTOR makes no substantial objections, whose status under the Contract Documents will be that of the former ENGINEER.

8.3 OWNER will furnish the data required under the Contract Documents promptly and will make payments to CONTRACTOR promptly.

OWNER FURNISHED PRODUCTS

8.4 When the Contract Documents stipulate that the OWNER will furnish Products to be incorporated in the Work, the OWNER'S responsibilities will be:

- A. Arrange for and deliver the necessary Shop Drawings, Product Data, and samples to the CONTRACTOR.
- B. Arrange and pay for delivery of the Products to the Site in accordance with the Construction Schedule.

- C. Deliver supplier's bill of materials to the CONTRACTOR.
- D. Inspect deliveries jointly with the CONTRACTOR.
- E. Submit claims for transportation damage.

ARTICLE 9-ENGINEER'S STATUS

OWNER'S REPRESENTATIVE

- 9.1 ENGINEER will be OWNER'S representative during the bidding and construction period. Communications between the OWNER and the CONTRACTOR, or claimant, will be directed through the ENGINEER. The duties, responsibilities and limitations of authority of ENGINEER as OWNER's representative during the bidding and construction are set forth in these Contract Documents and shall be modified only with consent of OWNER and ENGINEER.
- 9.2 ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.
- 9.3. ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

VISITS TO SITE

- 9.4 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections 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 to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

CLARIFICATIONS AND INTERPRETATIONS

- 9.5 ENGINEER may issue clarifications or interpretations consistent with, or inferable from, the intent of the Contract Documents.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 9.6 ENGINEER shall review Shop Drawings, Product Data and samples of Products submitted by the CONTRACTOR.

REJECTING DEFECTIVE WORK

- 9.7 ENGINEER will have authority to disapprove of or reject Defective Work. ENGINEER will also have authority to require special inspection or testing of Work whether or not the Work is fabricated, installed or completed.

SITE REPRESENTATIVE

- 9.8 ENGINEER will furnish a Resident Project Representative, who may have one or more assistants, to aid OWNER and ENGINEER in carrying out their responsibilities at the Site. The duties, responsibilities and authority of the Resident Project Representative are set forth in Article 18 of these General Conditions.

DECISIONS ON DISAGREEMENT

- 9.9 ENGINEER will be initial interpreter of the requirements of Contract Documents and judge of acceptability of the Work. Claims, disputes, and other matters pertaining to bidding, execution and progress of the Work shall be referred initially to ENGINEER with a request for an informal meeting and a formal decision. Notice of each

such claim, dispute and other matter shall be delivered by claimant to ENGINEER and other party within 15 days of occurrence of the event giving rise thereto. Additional supporting data shall be supplied within 30 days of occurrence. ENGINEER's written decision will be rendered within 40 days after the occurrence. In ENGINEER's capacity as interpreter and judge, ENGINEER will be impartial to OWNER, CONTRACTOR or claimant and will not be liable for any decision rendered in good faith.

- 9.10 The rendering of a decision by ENGINEER with respect to any such claim, dispute or other matter, will be a condition precedent to arbitration under these General Conditions. The ENGINEER's decision shall become final and binding on the parties 30 days after the decision is rendered unless deferred by an arbitration request, litigation or administrative appeal (if applicable) is filed by either party within the 30-day period. Lawsuits shall be brought in Kent County.
- 9.11 No decision made by ENGINEER in good faith, either to exercise or not to exercise authority under this Article shall give rise to any duty, liability or responsibility of ENGINEER to claimant, CONTRACTOR, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

ARTICLE 10-CHANGES IN THE WORK

- 10.1 Without invalidating the Contract, OWNER may, at any time, order additions, deletions or revisions in the Work by Change Orders. Upon receipt of an executed Change Order, CONTRACTOR shall proceed with the Work involved.
- 10.2 ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These changes will be authorized by a Bulletin and will be binding upon OWNER and CONTRACTOR.
- 10.3 Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except as set forth in these General Conditions.
- 10.4 OWNER shall execute appropriate Change Orders recommended by ENGINEER as set forth in these General Conditions.
- 10.5 It shall be CONTRACTOR's responsibility to notify Surety of any changes affecting the general scope of the Work or change in the Contract Price or Time. The amount of the applicable Bonds shall be adjusted accordingly.

ARTICLE 11-CHANGE OF CONTRACT PRICE

GENERAL

- 11.1 The Contract Price constitutes the total compensation payable for performing all duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR, and includes all taxes payable by CONTRACTOR as a result of the Work.
- 11.2 The Contract Price shall only be changed by a Change Order. Claims for a change in the Contract Price shall be submitted, with supporting data, to ENGINEER within 15 days of the occurrence of the event giving rise to the claim.
- 11.3 Claims for extra compensation shall not be made by CONTRACTOR for reasonable delays:
 - A. caused by the work of other Project contractors or subcontractors.
 - B. due to the failure of OWNER to perform any obligations required of OWNER under these Contract Documents.
- 11.4 Value of the Work covered by a Change Order shall be determined by one of the following methods:
 - A. where the Work is covered by Contract unit prices by application of unit prices to the items involved.

- B. by mutual acceptance of a lump sum.
- C. on the basis of the cost of the Work, plus overhead and profit, but only in the event OWNER and CONTRACTOR cannot agree on one of the above methods.

COST-PLUS WORK

11.5 Cost-plus work means cost of the Work plus a fee. Cost of the Work means the sum of all costs incurred and paid by CONTRACTOR in the performance of cost-plus work. Such costs shall be in amounts no higher than those prevailing in the locality of the Work. Cost of the Work shall only include:

- A. payroll costs for employees including superintendents and foremen at the Site in the direct employ of CONTRACTOR under schedules of job classifications. Payroll costs shall include, but not be limited to, salaries and wages, social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay.
- B. cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation, storage and manufacturers' field services.
- C. rentals of all construction equipment, machinery and accessories, and costs of transportation, loading, unloading, installation, dismantling and removal. Rental rates shall not exceed rates listed in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Guide Book Company. Rates allowed will be based on the most economical time unit. The rental determined by multiplying the rate (e.g., hourly, daily, weekly, etc.) by the period of use shall not exceed the rental determined by applying the next highest rate (e.g., for this purpose the daily rate would be "higher" than the hourly rate, etc.) to the corresponding period of use.
- D. fees of special consultants.
- E. cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, hand tools, office and temporary facilities at the Site.
- F. transportation, travel and subsistence expenses.
- G. sales, use or similar taxes imposed by any governmental authority.
- H. unavoidable deposit losses, royalty payments, and fees for permits and licenses, and losses and damages to the Work not compensated by insurance.
- I. the cost of utilities, fuel, telegrams, long distance telephone calls, and expressage.

11.6 Cost of the Work shall not include:

- A. compensation for CONTRACTOR's officers, executives, principals, managers, professionals, clerks and other personnel, whether at the Site or office.
- B. any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- C. cost 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 or damage to the property, disposal of materials or equipment wrongly supplied.
- D. other overhead or general expense costs.

11.7 The fee allowed to the CONTRACTOR for overhead and profit shall be 10 percent of the cost of the Work; except for payments to Subcontractors in which case the fee shall be 5 percent.

- 11.8 Payments to Subcontractors will be determined in the same manner as CONTRACTOR's cost of the Work. The fee allowed to the Subcontractors for overhead and profit shall be 10 percent.
- 11.9 The amount of credit to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease, exclusive of any fee for overhead and profit. When both additions and credits are involved in any one change, the overhead and profit shall be based on the net increase in the Work.
- 11.10 CONTRACTOR shall submit daily cost reports of cost-plus work to the ENGINEER.

ARTICLE 12-CHANGE OF THE CONTRACT TIME

- 12.1 The Contract Time may only be altered by a Change Order. Claim for a change of Contract Time shall be delivered to OWNER and ENGINEER within 15 days of the event giving rise to the claim. Adjustment in the Contract Time will be determined by ENGINEER.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to unreasonable time delays beyond control of CONTRACTOR. Reasons for such delays shall be restricted to fires, labor disputes, epidemics, abnormal weather conditions, and Acts of God. In addition Contract Time may be extended for unreasonable time delays:
 - A. caused solely by work of other Project contractors or subcontractors
 - B. due to failure of OWNER to perform any obligations required of OWNER under these Contract Documents.

ARTICLE 13-WARRANTY, TESTS AND DEFECTIVE WORK

WARRANTY AND GUARANTEE

- 13.1 CONTRACTOR warrants and guarantees to OWNER and ENGINEER that materials and equipment shall be new and that Work shall be of good quality and free from faults or defects and in accordance with requirements of the Contract Documents. Prompt Notice of any defects will be given to CONTRACTOR.
- 13.2 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by monthly estimates, passes automatically to OWNER at the time of payment, free and clear of all liens.

TESTS AND INSPECTIONS

- 13.3 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved by someone other than CONTRACTOR, CONTRACTOR shall give ENGINEER timely notice of readiness therefore. Such tests shall be in accordance with the methods prescribed by the applicable organization or the Contract Documents. All certification fees, testing laboratory fees, and inspection fees of said public authorities will be paid by CONTRACTOR. Inspection coordination is the responsibility of the CONTRACTOR, unless otherwise indicated in the Contract Documents.
- 13.4 Neither observations by ENGINEER nor inspections, tests or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from obligations to perform the Work required by the Contract Documents, laws, ordinances, rules, regulations or orders of public authority having jurisdiction.
- 13.5 When inspection readiness is declared by the CONTRACTOR and the inspection proves unsuccessful, all costs for the inspection shall be borne by the CONTRACTOR.

ACCESS TO THE WORK

13.6 ENGINEER, his representatives, and representatives of OWNER shall at all times have access to the Work. CONTRACTOR shall provide proper facilities for access, observation of the Work, and for any inspection or testing by manufacturers, suppliers, material men, and other parties as authorized by OWNER.

UNCOVERING WORK

13.7 If Work requiring inspection, testing or approval is covered either without ENGINEER's written approval where required, or contrary to ENGINEER's specific request, the Work shall, if requested by ENGINEER, be uncovered for observation and replaced at CONTRACTOR's expense.

13.8 If ENGINEER considers it necessary or advisable that covered Work be inspected or tested, other than as outlined under the previous paragraph, CONTRACTOR, at ENGINEER's request, shall uncover and expose that portion of the Work. If the Work is defective, CONTRACTOR shall bear all the expenses of satisfactory repair and reconstruction, including compensation for additional engineering services resulting therefrom. If such Work is not found to be defective, CONTRACTOR shall be allowed an increase in Contract Price, an extension of Contract Time, or both, directly attributable to such uncovering and reconstruction.

CUTTING AND PATCHING

13.9 CONTRACTOR shall be responsible for all cutting, fitting and patching required to complete the Work, to make its several parts fit together properly, or to uncover portions of the Work to provide for installation of ill-timed Work. CONTRACTOR shall not cut or alter any part of the Work or the work of another Contractor or Subcontractor without written approval of the ENGINEER. In no case shall the CONTRACTOR endanger any portion of the Work by cutting or altering any part of it.

CORRECTION OR REMOVAL OF DEFECTIVE WORK

13.10 CONTRACTOR shall promptly, as specified by ENGINEER, either correct any Defective Work or remove it from the Site and replace it with acceptable Work. If CONTRACTOR does not correct or remove and replace such Defective Work within a reasonable time, OWNER may have the deficiency corrected or the Defective Work removed and replaced by others. All direct and indirect costs of such correction or removal, and replacement, including compensation for additional engineering services, shall be paid by CONTRACTOR in an amount as verified by ENGINEER. CONTRACTOR shall also repair all Work of others destroyed or damaged by replacement of CONTRACTOR's Defective Work.

ONE YEAR CORRECTION PERIOD

13.11 Prior to the expiration of one year after the date of Certificate of Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, CONTRACTOR shall promptly correct identified Defective Work or remove it from the Site and replace it with acceptable Work. If CONTRACTOR does not promptly comply, OWNER's rights to correction will be the same as for Defective Work in this Article. Repairs and replacements made under this paragraph shall bear an additional 12-month correction period dated from the acceptance of repair and replacement.

ACCEPTANCE OF DEFECTIVE WORK

13.12 If OWNER prefers to accept Defective Work, an appropriate reduction in the Contract Price will be made. If the acceptance occurs after final payment, an appropriate amount, as determined by ENGINEER, shall be paid by CONTRACTOR to OWNER.

OWNER'S RIGHT TO DO WORK:

13.13 If CONTRACTOR should neglect to prosecute the Work properly and diligently, or fail to perform any provision of this Contract, including requirements of the Construction Schedule, OWNER, after three (3) days Notice to CONTRACTOR and his Surety may, without prejudice to any other remedy that OWNER may have, correct and remedy any such deficiency. Direct and indirect costs of OWNER, including compensation for additional engineering services, shall be verified by ENGINEER and an appropriate reduction in the Contract Price will be made. If the payments due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

ARTICLE 14-PAYMENTS AND COMPLETION

PROGRESS PAYMENTS AND RETAINAGES

- 14.1 As a condition precedent to the first progress payment, CONTRACTOR shall submit a Construction Schedule and Schedule of Values.
- 14.2 Monthly, CONTRACTOR will prepare a payment request covering Work completed to date supported by such data as ENGINEER may reasonably request from CONTRACTOR.
- 14.3 The monthly payment requests shall not include Products not incorporated in the Work unless specifically requested by CONTRACTOR and approved by OWNER subject to the following mandatory conditions:
 - A. the Products have been specifically manufactured for the Work;
 - B. the Products have been delivered and suitably stored at the Site or at another location agreed to; and
 - C. CONTRACTOR has furnished supporting data, satisfactory to OWNER, that establishes OWNER's title to the Products, free of any Liens or other encumbrances, and protects OWNER's interest therein, including applicable insurance.
- 14.4 Monthly progress payments and retainage shall conform to the following, provided CONTRACTOR'S progress is in accordance with the approved Construction Schedule and the conditions for payment as set forth in this Article.
 - A. Progress payments covering the first 50 percent of the Work shall be 90 percent of the progress period Work completed and 75 percent of the Products furnished and not incorporated in the Work, but specifically authorized by the OWNER.
 - B. Progress payments covering the final 50 percent of the Work, at the discretion of the OWNER, may be increased to 100 percent of the progress period Work completed and 75 percent of Products furnished and not incorporated in the Work, but specifically authorized by the OWNER.
 - C. All payments to the CONTRACTOR by the OWNER, including retainage, shall be in accordance with all laws and regulations applicable to these activities in the state in which the Work is performed.

APPROVAL OF PAYMENT

- 14.5 CONTRACTOR will prepare monthly payment requests and present them to ENGINEER for recommendation to the OWNER. ENGINEER shall complete review of such requests, make adjustments as deemed appropriate, and forward to the OWNER within ten (10) days of receipt from the CONTRACTOR.
- 14.6 ENGINEER'S submittal and recommendation of any payment request shall constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of Work in progress as an experienced qualified professional, that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that CONTRACTOR is entitled to payment. However, by recommending payment, ENGINEER shall not thereby be deemed to have represented that ENGINEER made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that ENGINEER has reviewed the means, methods, techniques, sequences, and procedures of construction or that ENGINEER has made any examination to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to CONTRACTOR or that title to any Work, materials, or equipment has passed to OWNER free and clear of any liens.
- 14.7 OWNER will make payment to CONTRACTOR on monthly requests within 30 days of ENGINEER'S presentation to OWNER.

PAYMENT WITHHELD

14.8 ENGINEER may not recommend any payment or may nullify any payment previously recommended, to such extent as may be necessary to protect OWNER from loss because:

- A. Work is defective or completed Work has been damaged requiring correction or replacement.
- B. written claims have been made against OWNER or liens have been filed in connection with the Work.
- C. Contract Price has been reduced by Modifications.
- D. CONTRACTOR has failed to file receipts for payment of equipment and materials not incorporated in the Work.
- E. OWNER has been required to correct Defective Work or complete neglected Work.
- F. unsatisfactory prosecution of the Work, including failure to clean-up or failure to perform testing as required by the Contract Documents.

PARTIAL UTILIZATION

14.9 OWNER shall have the right to take possession of, and use any completed or partially completed portions of the Work prior to completion. The OWNER's possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. Unless otherwise called for in the Contract Documents, CONTRACTOR will be reimbursed for any extra costs or provide an extension of Contract Time for any delays or both which result from Partial Utilization of Work. Special insurance coverage, if required, shall be provided by the OWNER. Upon receipt of a request from OWNER to utilize a portion of the Work, ENGINEER shall:

- A. make an inspection and shall prepare a list of items of incompletely and Defective Work remaining for the portion of the Work to be utilized.
- B. determine if any extra compensation or time extension is due the CONTRACTOR due to the OWNER'S Partial Utilization of the Work.

SUBSTANTIAL COMPLETION

14.10 When ENGINEER considers that the Work has been substantially but not entirely completed, and full completion thereof is materially delayed through no fault of CONTRACTOR, ENGINEER will issue a Certification of Substantial Completion. Liquidated damages for that portion of Work will not be assessed beyond the date of Substantial Completion.

PAYMENT FOR SUBSTANTIAL COMPLETION

14.11 OWNER will, upon Certificate of Substantial Completion by ENGINEER and without terminating the Contract, make payment of the balance due for Work fully completed and accepted. Consent of the Surety shall be submitted by CONTRACTOR to ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

NOTIFICATION OF COMPLETION

14.12 When CONTRACTOR considers the Work required in the performance of this Contract to be complete and ready for final inspection, CONTRACTOR shall provide Notice to the ENGINEER.

FINAL INSPECTION

14.13 CONTRACTOR shall serve Notice of completion on ENGINEER who will, within 7 days, schedule the final inspection with OWNER and CONTRACTOR, and will notify CONTRACTOR of incomplete and Defective Work. CONTRACTOR shall remedy such defects immediately and again submit a Notice of completion. Questions regarding quantities for payment will be measured jointly by the CONTRACTOR and ENGINEER.

FINAL PAYMENT

14.14 After CONTRACTOR has remedied all incomplete and Defective Work and delivered documents required by the Contract Documents, CONTRACTOR will prepare a request for final payment. CONTRACTOR shall furnish an executed Affidavit of Completion, in the form set forth in Article 19 of these General Conditions, including consent of the Surety to final payment. In lieu thereof, CONTRACTOR may furnish a Bond satisfactory to OWNER to indemnify OWNER against any lien.

APPROVAL OF FINAL PAYMENT

14.15 If ENGINEER is satisfied that the Work has been completed, and has received CONTRACTOR's Affidavit of Completion, ENGINEER will, within 10 days, issue the Certificate of Completion and present a recommendation for final payment to the OWNER for approval and payment. If said documentation is satisfactory in form and substance, OWNER shall pay CONTRACTOR within 30 days of receipt thereof.

CONTRACTOR'S CONTINUING OBLIGATION

14.16 The CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents shall be absolute. Recommendation of any progress or final payment by ENGINEER, issuance of a Certificate of Substantial Completion, any payment by OWNER to CONTRACTOR, any use or occupancy of the Work or any part thereof by OWNER, any act of acceptance by OWNER or any failure to do so, or any correction of Defective Work by OWNER shall not constitute an acceptance of Work contrary to the Contract Documents.

14.17 The duties and obligations imposed on CONTRACTOR by these General Conditions, and the rights and remedies available hereunder, and the rights and remedies available to OWNER and ENGINEER hereunder, shall be in addition to, and not a limitation of, any otherwise imposed or available by law, by special guarantee, or other provisions of the Contract Documents.

WAIVER OF CLAIMS

14.18 The making and acceptance of final payment shall constitute:

- A. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from Defective Work appearing after final inspection pursuant to this Article or from failure to comply with the Contract Documents. However, it shall not constitute a waiver by OWNER of any rights with respect to CONTRACTOR's continuing obligations under the Contract Documents; and
- B. A waiver of all claims by CONTRACTOR against OWNER, except those claims under negotiation, arbitration, or litigation.

14.19 CONTRACTOR'S refusal to accept the final payment as tendered by OWNER shall constitute a waiver of any right to interest thereon.

LIQUIDATED DAMAGES

14.20 OWNER will deduct the amount of any liquidated damages and expenses, calculated in accordance with the Agreement, from moneys due or to become due to CONTRACTOR. If such amount exceeds such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

ARTICLE 15-SUSPENSION AND TERMINATION

WORK SUSPENSION

15.1 OWNER may order CONTRACTOR to suspend the Work, or any portion thereof, until the reason for such suspension has been eliminated; however, this right shall not give rise to any duty by OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

15.2 OWNER may suspend the Work for the following reasons:

- A. Defective Work.
- B. CONTRACTOR fails to supply sufficient skilled workmen or suitable Products.
- C. CONTRACTOR fails to make prompt payments to Subcontractors or for labor or Products.
- D. CONTRACTOR fails to maintain proper insurance, bonds, licenses, or federal, state, or local permits.

OWNER TERMINATION OF WORK

15.3 Upon the occurrence of any one or more of the following events OWNER may, after giving CONTRACTOR and Surety 10 days written Notice of Termination, terminate the services of the CONTRACTOR.

- A. CONTRACTOR fails to initiate and diligently proceed with the Work.
- B. CONTRACTOR is adjudged bankrupt or insolvent.
- C. CONTRACTOR makes a general assignment for the benefit of creditors.
- D. a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property.
- E. CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.
- F. CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable Products.
- G. CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor or Products.
- H. CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.
- I. CONTRACTOR disregards the authority of the ENGINEER.
- J. CONTRACTOR otherwise violates any provisions of the Contract Documents.

OWNER COMPLETION OF WORK ON TERMINATION:

15.4 If the Surety does not resume performance of the Work within 10 days after Notice of Termination is received from OWNER, OWNER shall have the absolute right to complete the Work in the most expeditious manner and shall have the right to exclude CONTRACTOR from the Site and take possession of the Work and of all CONTRACTOR's tools, appliances, equipment and machinery at the Site and use the same without liability to CONTRACTOR for trespass or conversion. OWNER may incorporate in the Work all Products for which OWNER has paid CONTRACTOR but which are stored elsewhere. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the balance due to CONTRACTOR at the time of termination exceeds the direct and indirect costs of completing the Work, including compensation for additional engineering services, attorney's fees, technical services and administrative costs, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work OWNER shall not be required to obtain the lowest cost for the remaining portion of the Work performed.

OWNER'S ADDITIONAL TERMINATION RIGHTS

15.5 Where CONTRACTOR's services have been terminated by OWNER, said termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention due or payment of money by OWNER to CONTRACTOR shall not release CONTRACTOR from liability.

OWNER'S TERMINATION FOR CONVENIENCE

15.6 Upon 10 days' written Notice to CONTRACTOR, Surety and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In case of such termination for the City's convenience, the City shall pay the Contractor for Services properly and actually performed up to the date of termination.

CONTRACTOR'S CONTINUING WORK DURING DISPUTES

15.7 CONTRACTOR shall carry on the Work and maintain the Construction Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree.

CONTRACTOR MAY STOP WORK OR TERMINATE

15.8 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 days by the OWNER or by an order of court or other public authority, or OWNER fails to pay CONTRACTOR any sum recommended by ENGINEER within 90 days of its presentation, then CONTRACTOR may, upon 10 days' written Notice to OWNER, terminate this Contract and recover from OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In lieu of terminating the Contract, CONTRACTOR may, upon 10 days' notice to OWNER, stop the Work until CONTRACTOR has been paid amounts then due.

ARTICLE 16-ARBITRATION

16.1 In the event that a claim, dispute or other question arises relating to the Contract Documents, except claims which have been waived by the making or acceptance of final payment or claims not subject to arbitration under applicable law, OWNER and CONTRACTOR may, by mutual agreement, submit the claim, dispute or matter to arbitration. In the event the parties agree to arbitration, the right to proceed to arbitration shall be subject to the terms and conditions in this Article.

16.2 The parties must agree on the specific claims, disputes or matters to be arbitrated. The written arbitration submission shall state the nature and circumstances surrounding the claim or dispute, state the amount claimed or relief sought, and the specific supporting provisions relied upon in the Contract Documents. The scope of the arbitration shall be strictly limited to matters defined in the arbitration submission.

16.3 Once the arbitration submission has been signed by both parties, it shall be submitted to the American Arbitration Association which shall proceed to process the case in accordance with the Construction Industry Arbitration Rules, except to the extent that the same have been modified by this Article and the arbitration submission.

16.4 The arbitration panel shall consist of one Professional Engineer or Architect, one Contractor, and one Attorney selected in accordance with the applicable rules of the American Arbitration Association. In lieu of the appointment of an Arbitration Panel to settle an existing claim or dispute, OWNER and CONTRACTOR may agree upon a permanent arbitrator or Arbitration Panel to decide all claims, disputes, and other matters relating to the Contract Documents.

16.5 The arbitrator or Arbitration Panel shall apply the terms and conditions of the Contract Documents to the claim, dispute or matter submitted to it and shall base its decision on said Contract Documents.

16.6 The arbitrator's or Arbitration Panel's decision shall be set forth in writing, shall state the decision on each claim, dispute or matter submitted, and the reason for each decision.

16.7 Once a written arbitration submission has been executed, the agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitration award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in any court having jurisdiction thereof.

16.8 During the pendency of the arbitration proceedings, CONTRACTOR covenants and agrees that CONTRACTOR shall continue to proceed with the Work required pursuant to the Contract Documents. In the event that CONTRACTOR is terminated by OWNER at any time prior to the issuance of the arbitrator's or Arbitration Panel's written decision, or if CONTRACTOR fails to proceed with the Work during the pendency of the arbitration proceedings, OWNER shall be entitled to obtain a court order enjoining the continuance of said arbitration proceedings by reason of such action.

16.9 **Jurisdiction.** Any proceeding claim, or cause of action, at law or equity, arising under this Agreement or as a result of a breach thereof, shall be brought only in the appropriate court for Eaton County, Michigan. This Agreement has been executed in the State of Michigan and therefore shall be construed, interpreted, and applied only according to the laws of the State of Michigan

ARTICLE 17-MISCELLANEOUS

17.1 Whenever any provision of the Contract Documents requires the giving of Notice, it shall be deemed to have been validly given, if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by certified mail or commercial carrier, with provision for receipt acknowledgement, to the last business address known to party who gives the Notice. Notice may also be made by facsimile transmission. In such case, Notice will be deemed received when the transmission is made. The party making such facsimile transmissions shall also forward a copy of such Notice by regular mail.

17.2 If any section, paragraph, clause or provision of the Contract Documents shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of the Contract Documents. The Article and paragraph headings in the Contract Documents are furnished for convenience of reference only and shall not be considered to be a part of the Contract Documents.

ARTICLE 18-RESIDENT PROJECT REPRESENTATIVE

GENERAL

18.1 Resident Project Representative is ENGINEER's Agent under the supervision of ENGINEER in matters pertaining to the on-site Work. Dealings with Subcontractors shall be through, or with knowledge of, CONTRACTOR.

DUTIES AND RESPONSIBILITIES

18.2 Resident Project Representative will:

- A. Review the Construction Schedule, schedule of Shop Drawing submissions, and Schedule of Values prepared by CONTRACTOR, and consult with ENGINEER concerning their acceptability.
- B. Attend preconstruction conferences, progress meetings, and other job conferences; chair meetings and maintain and circulate copies of minutes and notices thereof.
- C. Serve as ENGINEER's liaison with CONTRACTOR, principally through with CONTRACTOR's Superintendent. Assist ENGINEER as OWNER's liaison when CONTRACTOR's operations affect OWNER's on-site operations.
- D. Assist ENGINEER in obtaining from OWNER additional details or information when required for proper execution of the Work.
- E. Receive Shop Drawings, Product Data and samples, submittals, and receive samples delivered at the site for ENGINEER's examination.

- F. Advise ENGINEER and CONTRACTOR immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
- G. Conduct on-site observations of the Work to assist ENGINEER in determining compliance with the Contract Documents.
- H. Report to ENGINEER whenever it appears that any portion of the Work does not conform to the Contract Documents or has been damaged prior to final payment; and advise ENGINEER when it appears any portion of the Work should be uncovered for observation or requires special testing, inspection or approval.
- I. Verify that required tests, equipment and systems startups, and operating and maintenance instructions are conducted in the presence of required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER details of test procedures, startups, inspections, and operating and maintenance instructions.
- J. Accompany inspectors representing public or other agencies having jurisdiction on the Project; record and report to ENGINEER on the outcome of these inspections.
- K. Transmit to CONTRACTOR, ENGINEER's clarifications and interpretations of the Contract Documents.
- L. Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- M. Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings, Product Data and samples submissions, reproductions of original Contract Documents, including all Addenda, Change Orders, additional Drawings, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- N. Maintain a log book, recording hours on the Site, weather conditions, data relative to extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, and general and specific observations of test procedures.
- O. Furnish ENGINEER periodic reports of progress of the Work and its relationship with the approved Construction Schedule and schedule of Shop Drawing submissions.
- P. Consult with ENGINEER relative to scheduled major tests, inspections or start of critical phases of the Work.
- Q. Report accidents immediately to ENGINEER.
- R. Review applications for payment with CONTRACTOR and forward them with recommendations to ENGINEER, noting relation to the Schedule of Values, Work completed, and payment for materials and equipment not incorporated in the Work.
- S. During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and that this material is delivered to ENGINEER for review and forwarding to OWNER prior to final acceptance of the Work.
- T. Prior to, and as a condition of, recommending to ENGINEER issuance of a Certificate of Substantial Completion, Resident Project Representative will:
 1. Prepare a list of incomplete or Defective Work.
 2. Verify that all items required for Substantial Completion have been corrected or completed.
 3. Secure agreement between OWNER and CONTRACTOR relative to responsibilities for utilities, heat, janitorial services, insurance, Project security, access by the parties, safety and any other matters.
 4. Secure CONTRACTOR's specific Construction Schedule to fully complete the Work.

- U. Conduct final inspection with ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- V. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

LIMITATIONS OF AUTHORITY

18.3 Resident Project Representative shall not guarantee or warrant CONTRACTOR's Work. Except upon written instructions of ENGINEER, Resident Project Representative shall not:

- A. Authorize any deviation from the Contract Documents or approve any substitute Products.
- B. Exceed limitations on ENGINEER's authority as set forth in the Contract Documents.
- C. Undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's Superintendent, or expedite the Work.
- D. Advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- E. Advise on, or issue directions as to, safety precautions and programs in connection with the Work.
- F. Authorize OWNER to occupy the Project in whole or in part.
- G. Participate in specialized field or laboratory tests.
- H. Order the Work stopped.

ARTICLE 19-AFFIDAVIT OF COMPLETION

STATE OF MICHIGAN _____)) ss
COUNTY OF _____)

The undersigned _____, as CONTRACTOR, being duly sworn, deposes and says that he entered into a contract with the _____, as OWNER, on the _____ day of _____, 2026 for the construction of _____. Deponent further says that the Work under the terms of the said Contract has been completed and all indebtedness incurred by him to subcontractors, material-men, and laborers in his employ has been paid in full or satisfactorily secured.

Deponent further says this affidavit is furnished before final payment or before the retainage, withheld in accordance with the provisions stated in said Contract, may be reduced.

Deponent further says he hereby waives and releases any and all claims or rights which he may have, in connection with said Contract, against OWNER or the premises upon which said Contract Work was performed, and agrees to indemnify OWNER against any and all such claims or rights which may be asserted by subcontractors, material-men, and laborers with whom CONTRACTOR has contracted for performance under said Contract.

Further, deponent saith not.

WITNESSES:

SIGNED:

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public, _____ County, _____

My commission expires: _____

We, _____, as Surety on the above described Contract, hereby give our consent to the payment to the CONTRACTOR as indicated above.

DATE: _____

SIGNED: _____

(Attorney-in-fact)

American Iron and Steel Contract Language

The Contractor acknowledges to and for the benefit of the City of Fennville ("Purchaser") and the Michigan Department of Environment, Great Lakes, and Energy (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or the Drinking Water State Revolving Fund and such laws contain provisions commonly known as "American Iron and Steel (AIS);” that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Davis-Bacon and Related Acts/Prevailing Federal Wages

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. The “Contracting Agency” or “Contracting Officer” for Davis-Bacon Wage Decision posters on jobsites is the loan applicant/bond issuer. A copy of the Labor Standards Provisions for Federally Assisted Projects is included and is hereby a part of this contract.

"General Decision Number: MI20260031 01/02/2026

Superseded General Decision Number: MI20250031

State: Michigan

Construction Type: Heavy

County: Allegan County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Modification Number Publication Date
0 01/02/2026

CARP0100-008 06/01/2025

Rates Fringes

CARPENTER (Form Work Only).....\$ 31.50 21.15

ELEC0131-009 06/01/2025

Townships of Allegan, Casco, Cheshire, Clyde, Ganges, Gun Plain, Heath, Hopkins, Lee, Manlius, Martin, Monterey, Otsego, Saugatuck, Trowbridge, Valley, Watson & Wayland

Rates Fringes

ELECTRICIAN.....\$ 42.78 21.48

ELEC0275-010 06/01/2024

Townships of Dorr, Fillmore, Laketon, Leighton, Overisel & Salem

Rates Fringes

ELECTRICIAN.....\$ 36.52 41%+10.18

ENGI0325-023 09/01/2025

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 45.98	25.25
GROUP 2.....	\$ 41.25	25.25
GROUP 3.....	\$ 40.52	25.25
GROUP 4.....	\$ 39.95	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Crane, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non-powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor

ENGI0326-015 06/01/2025

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 48.98	25.25
GROUP 2.....	\$ 45.68	25.25
GROUP 3.....	\$ 44.00	25.25
GROUP 4.....	\$ 41.32	25.25
GROUP 5.....	\$ 32.98	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator; Compactor; Crane; Scraper

GROUP 4: Boom truck (non-swinging)

GROUP 5: Oiler

IRON0025-011 06/01/2025

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 36.55	34.04
IRONWORKER (STRUCTURAL).....	\$ 36.55	34.04

LAB00334-025 09/01/2022

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 22.42	12.95
(4) Grade Checker.....	\$ 22.73	12.95

EXCLUDES OPEN CUT CONSTRUCTION

Rates	Fringes
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LABORER

Common or General.....	\$ 27.21	13.45
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PLAS0016-018 04/01/2014

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

Twp of Lee, Clyde, Manlius, Fillmore, Casco, Ganges, Saugatuck & Laketown.....	\$ 24.63	12.88
Twp of Overisel, Heath, Valley, Cheshire, Salem, Monterey, Allegan, Trowbridge, Dorr, Hopkins, Watson, Otsego, Leighton, Wayland, Martin & Gun Plain.	\$ 22.31	12.83

PLUM0174-017 07/01/2022

Townships of Dorr, Fillmore, Laketown, Leighton, Overisel & Salem

Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 39.89	23.82
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PLUM0357-015 07/01/2020

Remainder of County

Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 35.20	22.35
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TEAM0007-010 06/01/2025

Rates	Fringes
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TRUCK DRIVER

Lowboy/Semi-Trailer Truck....	\$ 33.55	.75 + a+b
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FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

SUMI2010-029 11/09/2010

Rates	Fringes
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CARPENTER, Excludes Form Work....	\$ 23.97	6.29
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LABORER: Landscape.....	\$ 10.89	1.74
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LABORER: Mason Tender -		
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Cement/Concrete.....	\$ 15.97	3.51
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LABORER: Pipelayer.....	\$ 15.28	3.99
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.98	6.12
OPERATOR: Bulldozer.....	\$ 13.50	1.55
OPERATOR: Grader/Blade.....	\$ 15.50	3.62
OPERATOR: Roller.....	\$ 13.74	7.93
OPERATOR: Loader.....	\$ 13.50	1.55
TRUCK DRIVER: Dump Truck.....	\$ 14.06	1.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

§5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) *Withholding.* The (**write in name of Federal Agency or the loan or grant recipient**) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action

as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

- (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Michigan Department of Environment, Great Lakes, and Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as maybe necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees-* (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the jobsite in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates

(expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(c) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (***write in the name of the Federal agency or the loan or grant recipient***) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec.5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Michigan Department of Environment, Great Lakes, and Energy and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prime contractor must provide a completed *Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form* with its bid or proposal package to the owner.

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

PART 1 - GENERAL

1.01 SUMMARY OF WORK:

The City of Fennville is seeking cost proposals from qualified companies for the construction of two (2), 5-inch test-observation wells, and the construction and aquifer testing of one (1) new production well.

The general construction characteristics of the new production well will be as follows:

Typical Well Depth-125 feet

Well Diameter for the test-observation wells - 5-inch PVC casing

Well Diameter for the test-production well - 16-inch steel casing

Well Casing Length (both well types) – 105 nominal feet

Grouting (all wells) - neat cement

Well Development - assume 20 hours of development time for the test-production well

Test Pumping – 1, stepped rate test, and 1, 24-hour constant rate pumping test.

Schedule and Phasing

The deadline for substantial completion of the scope of work is on or before March 31, 2026. Bids are due by February 13, 2026. A notice of award will be issued to the selected contractor on or before February 17, 2026 with a notice to proceed and contract signing to follow as soon as possible. The work can begin after the contract signing. Provide the City of Fennville and its Engineer with three (3) days notice before beginning the work.

Sequence of Work:

1. Work will begin with the drilling of the formation sample boring at the approximate location of the test-production well to obtain formation samples for the screen design. This boring may be grouted immediately but shall not be used for one of the observation wells.
2. The contractor will follow-up with the construction of two (2) 5-inch PVC observation wells – both observation wells will be located at distances and locations as staked by the engineer.
3. The contractor will construct and develop the test-production well.
4. The contractor will equip the test-production well with a test pump and operate the pumping equipment through the stepped rate test. The test-production well will be allowed to recover at least one full day before the constant rate test is performed.
5. The contractor will operate the pumping equipment through a 24-hour constant rate test, and allow the test-production well to recover at least 24 hours before the test pump may be removed.

Clean up and Restoration

After completion of the work, the CONTRACTOR is to clean up and restore the site, including mud pits and any rutting caused by heavy equipment.

1.02 UTILITIES

- A. Electrical requirements for operating test pumping equipment shall be the responsibility of the CONTRACTOR.
- B. Water will be available for use at the site from the City.

END OF SECTION

PART 1-GENERAL

1.01 CONSTRUCTION SCHEDULES:

- A. General:
 - 1. Coordinate with work by others as explained in the General Conditions
 - 2. CONTRACTOR shall notify the ENGINEER 72 hours prior to start of work or a major increase in the work force if these vary from schedule as submitted.
- B. Form of Schedules:
 - 1. Prepare schedules in the form of a horizontal bar chart.
 - 2. Provide a separate horizontal bar for each trade or operation.
 - 3. Provide a horizontal time scale identifying the first work day of each week.
 - 4. The order shall be the chronological beginning of each work item.
 - 5. The row identification shall be each major specification section or subdivision of work with distinct graphic delineation.
- C. Content of Schedules:
 - 1. The construction project schedule shall include as a minimum:
 - a. Project start date.
 - b. Start dates and durations for each major trade group, work tasks or other subdivisions of the work.
 - c. Shop drawings, product data, and sample submittal dates and dates when reviewed copies will be required.
 - d. Equipment and/or material delivery dates if approved.
 - e. Total project duration and end date.
- D. Updating:
 - 1. Show all occurring changes of previous submission.
 - 2. Show progress completion dates of each activity.
 - 3. Submit a narrative report, if required by ENGINEER defining:
 - a. Problem areas: Impact of current and anticipated delay factors.
 - b. Schedule changes: Effect on other contractors.
 - c. Revision description: Effect of change of scope and duration of activities.
- E. Submittal of Schedules:
 - 1. The CONTRACTOR shall submit the initial detailed construction schedule within seven (7) days after the notice of award. ENGINEER will return copy within ten (10) days of receipt. The resubmittal, if required, shall be within (10) days.
 - 2. An updated schedule shall be submitted on the first work day of each month.
- F. Distribution:
 - 1. The reviewed schedule shall be distributed by ENGINEER to:
 - a. The job site file.
 - b. OWNER.

1.02 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:

- A. General:
 - 1. 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.
- B. 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 his 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.

C. Transmittal Procedure:

1. General:
 - a. 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.
 - b. Submittals regarding material and equipment shall be accompanied by the attached Transmittal Form identifying the equipment and any variations from these specifications. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
 - c. 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 25-B, for example, is the second resubmittal of submittal 25.
2. Deviation From Contract:
 - a. If the CONTRACTOR proposed 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. He shall prepare his reason for a change, including cost differential, and request a change order to cover the deviations.
3. Submittal Completeness:
 - b. Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

D. Review Procedure:

1. When the contract documents require a submittal, the CONTRACTOR shall submit five (5), and no more than eight (8), copies of all submittal data 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. Unless otherwise specified, within 14 calendar days after receipt of the submittal, the ENGINEER shall review the submittal and return a minimum of three (3) copies which carry the ENGINEER's stamp of approval. The returned submittal shall indicate one of the following actions:
 - a. 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 "FURNISH AS SUBMITTED". In this event the CONTRACTOR may begin to implement the work method or incorporate the material or equipment covered by the submittal.
 - b. 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 O&M data, a corrected copy shall be provided.

- c. If the review reveals that the submittal is insufficient or contains incorrect data, submitted copies will be marked "REVISE AND RESUBMIT". Except at his own risk, the CONTRACTOR shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED".
- d. 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 his own risk the CONTRACTOR shall not undertake the work covered by such submittals until it has been revised, resubmitted and returned marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED".
- e. 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 "SUBMIT SPECIFIED ITEM". Except as his own risk, the CONTRACTOR shall not undertake the work covered by such submittals until it has been revised, resubmitted and returned marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED".

E. 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 his 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. A mark of "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED" shall mean that the OWNER has no objection to the CONTRACTOR, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

1.03 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 thirty (30) days prior to final payment.
- 4. Failure of the CONTRACTOR to maintain an up-to-date set of modified drawings on the project site shall be reason to withhold payments.

1.04 SCHEDULES:

A. Shop Drawing Transmittal Form

SHOP DRAWING TRANSMITTAL FORM

To: Dan Whalen, P.E.
Williams & Works
549 Ottawa Ave., N.W.
Grand Rapids, MI 49503

Date: _____
Job Name: City of Fennville TPW No. 8
Job No.: 225164.01/DWSRF 7803-01
Job Location: City of Fennville – 5858 124th Ave.
Contractor: _____

We are sending you:

<input type="checkbox"/> Plans	<input type="checkbox"/> Specifications	<input type="checkbox"/> Change Order No. _____
<input checked="" type="checkbox"/> Shop Drawings	<input type="checkbox"/> Contract Documents	<input type="checkbox"/> Other _____

Quantity	Drawing No.	Description

These are transmitted as checked below:

<input type="checkbox"/> Furnish as Submitted	<input type="checkbox"/> Rejected	<input type="checkbox"/> For Your Information
<input type="checkbox"/> Furnish as Corrected	<input type="checkbox"/> For Approval	<input type="checkbox"/> For Grade Inspection
<input type="checkbox"/> Revise and Resubmit	<input type="checkbox"/> For Field Use	<input type="checkbox"/> For Your Use
<input type="checkbox"/> Submit Specified Item	<input type="checkbox"/> For File	<input type="checkbox"/> As Requested
<hr/>	<hr/>	<hr/>

Remarks:

Copy to: _____

Authorized by: _____

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Cleaning:
 - 1. General:
 - a. Manufactured products: Manufacturer's instructions.
 - b. Clean-up during construction: Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by operations.
 - c. Final clean-up: Remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all surfaces; leave the work clean and ready for occupancy.
 - 2. Delinquency:
 - a. Remedies: Failure to clean-up promptly is considered to be defective Work:
 - (1) Payment: Per ARTICLE 14 of SECTION 00 70 00, GENERAL CONDITIONS.
 - (2) OWNER may correct per ARTICLE 13 of SECTION 00 70 00, GENERAL CONDITIONS.
- B. Work Record Documents:
 - 1. Maintenance of Documents:
 - a. Maintain 1 copy at jobsite in good order of:
 - (1) Contract Drawings.
 - (2) Specifications.
 - (3) Addenda.
 - (4) Reviewed shop drawings.
 - (5) Change Orders.
 - (6) Other contract Modifications.
 - b. Filing: Work specification format.
 - c. Accessibility: To OWNER and ENGINEER.
 - 2. Recording:
 - a. Keep record documents current.
 - b. Contract Drawings: Legibly mark to record actual construction:
 - (1) Field changes of dimension and detail.
 - (2) Changes made by Change Orders and Bulletins.
 - (3) Details not on original contract Drawings.
 - c. Specifications and Addenda: Legibly mark up each SECTION to record:
 - (1) Manufacturer, trade name, catalog number and supplier of products actually installed.
 - (2) Changes made by Change Orders and Bulletins.
 - (3) Other matters not originally specified.
 - 3. Submittal:
 - a. Delivery: See SECTION 01 33 00.
 - b. Transmittal letter: Contain:
 - (1) Date.
 - (2) Project title and number.
 - (3) CONTRACTOR'S name and address.
 - (4) Title and number of each record documents.
 - (5) Certification that each document as submitted is complete and accurate.

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This section includes the following work:
 - 1. Provide erosion and sedimentation control, and surface restoration as called for on the plans or as necessary to control runoff, wind erosion, stabilize the soils to prevent sediment from leaving construction site area, and restoration of areas disturbed by the construction activities.
- B. Intent and Purpose of Control:
 - 1. Keep disturbed areas small.
 - 2. Stabilize and protect disturbed areas as soon as possible.
 - 3. Avoid concentrated runoff in unstabilized locations and keep storm water runoff velocities low.
 - 4. Protect disturbed areas.
 - 5. Retain sediment within the corridor or site area.
 - 6. Establish vegetative and structural cover.

1.02 SUBMITTALS: Not Used

1.03 JOB CONDITIONS:

- A. Scheduling:
 - 1. Erosion control measures shall be constructed prior to the time construction commences upstream from the control measure location.
 - 2. Removal and cleanup of temporary control items shall be completed within one week following stabilization of the disturbed areas, or as approved by regulatory agency.
 - 3. Refer to the Soil Erosion Control Plan for recommended construction.

1.04 PERMITS:

- A. Required:
 - 1. Apply for and obtain Soil Erosion Control Permit from local Soil Erosion/Sedimentation Control Enforcing Agent.
 - 2. All applicable permit fees to be paid by Owner.

PART 2- PRODUCTS

2.01 MATERIALS:

- A. Seeding: SEE SECTION 32 90 00 – NOT USED
- B. Topsoil: SEE SECTION 32 90 00 – NOT USED
- C. Mulch:
 - 1. Blankets:
 - a. Slopes 3:1 or less: North American Green DS75 rapidly degradable single net straw blanket or approved equal.
 - b. Slopes between 3:1 and 2:1: North American Green DS150 rapidly degradable double net straw blanket or approved equal.
 - c. Slopes between 2:1 and 1:1 and ditches with intermittent flow and velocities less than 3 feet per second: North American Green SC150 double net straw-coconut blanket or approved equal.

- d. Slopes between 2:1 and 1:1 and ditches with sustained flow and velocities more than 3 feet per second: North American Green C125 double net coconut blanket or approved equal.
- 2. Hydraulic:
 - a. Slopes 2:1 or less: Geopro mulch or approved equal
 - b. Slopes 3:1 or less: MDOT 816 with mulch anchoring tackifier
 - c. Not permitted in areas of concentrated flow, ditches, swales etc.
- D. Energy Dissipation:
 - 1. Rip Rap, MDOT 916
 - 2. Filter Rolls, Sediment Stop by North American Green
- E. Inlet Protection:
 - 1. Silt Saver Yard basin and pipe protection inlet by Silt Saver or approved equal
 - 2. Silt Sack by ADF Environmental or MDOT 916.04
 - 3. Catchall, or FloGard by Marathon Materials Inc.
 - 4. Silt fence surround when plan detail is provided
- F. Geotextile Fabric:
 - 1. Non-woven MDOT Table 910-1 "Stabilization Geotextile"
 - 2. Woven MDOT Table 910-1 "Geotextile Separator"
- G. Silt Fence:
 - 1. Amoco 1380 Silt Stop Amoco Fabrics and Fibers Co. , Inc.
 - CEF 2122 Amoco Fabrics and Fibers Co. , Inc.
 - CEF 2130 Amoco Fabrics and Fibers Co. , Inc.
 - Beltech 751 Belton Industries
 - GTF-2009 LINQ Industrial Fabrics
 - Mirafi 100GX Mirafi, Inc
 - Mirafi 100SX (Nicolon Corp.)
 - TerraTex SC Webtec, Inc.
 - Ecolofence MDOT 916.02
- H. Polymers:
 - 1. Floc Log by Applied Polymer Systems
 - 2. Silt stop Polyacrylmid soil stabilizer by Applied Polymer Systems
- I. Plastic Sheeting, 8 Mill minimum

PART 3 - EXECUTION

3.01 PERFORMANCE:

- A. General:
 - 1. Abide with all applicable rules and regulations as established by the State of Michigan and the local governmental unit pursuant to Part 91 of 1994 P.A. 451, as amended, (Formerly Act 347 P.A. of 1972, Soil Erosion and Sedimentation Control Act).
 - 2. Copies of state guidelines "Soil Erosion and Sediment Control Guidebook" may be obtained from the Department of Management and Budget by contacting the Office of Design and Construction, P.O. Box 30026, Lansing, MI, 48909. Applicable OWNER'S Specifications may be obtained at no charge from the OWNER.
 - 3. The Michigan Department of Management and Budget S-E-S-C Keying System for erosion control measures is included with the construction plans. Specific erosion control measures, as required, are indicated on the plans.
 - 4. Though a specific erosion control measure may not be specified on the plans, this does not relieve the Contractor from his obligation under the above Act to properly control and/or prevent all erosion caused by the Contractor construction operation.

5. Protect sensitive areas and areas where vehicular, and pedestrian traffic is prohibited.

B. Sediment Removal:

1. Take such steps as are necessary to assure the retention and removal of any sediment which enters an existing storm sewer or open ditch along the construction route before said sewer or ditch discharges into a stream or pond.
2. If eroded material is allowed to enter a storm sewer system it shall be the CONTRACTOR's responsibility to see that all catch basins and manholes are cleaned following construction prior to receipt of final payment. Unless the CONTRACTOR can document positively to what extent an existing storm sewer system along the construction area is silted in prior to construction, no credit will be allowed for cleaning the system.
3. The CONTRACTOR shall be responsible for maintaining the roadways in a passable condition until construction is completed, including any maintenance necessary for dust control or to eliminate tracking of sediments off site by vehicles and equipment.

C. Control Measures:

1. Provide and maintain temporary soil erosion and sedimentation control measures:
 - a. Provide control measures at storm sewer inlets and outlets, dewatering discharges, excavated or borrow material stockpiles, unvegetated slopes as shown on plans, and anywhere erosion or sedimentation is likely to occur in disturbed area.
 - b. Install soil erosion and sedimentation control measures according to manufacturer instructions, or as shown on plans.
 - c. Maintain controls during working and non-working hours if weather so requires.
 - d. Remove silt or solids retained in control structures and devices during and following construction as necessary to maintain sufficient sediment storage volume and drainage system operation.

D. Storm Water Operators:

1. The Storm Water Operator is the OWNERS Representative, responsible to assure soil erosion is kept in check.
2. Contractor shall review site inspection logs and make corrective measures as necessary.

E. Seeding: SEE SECTION 32 90 00 – NOT USED

F. Topsoil: SEE SECTION 32 90 00 – NOT USED

G. Mulch:

1. Blankets
2. Hydraulic

H. Energy Dissipation:

1. Rip Rap, MDOT 916:
 - a. Begin the riprap in a trench below the toe of the slope and progress upward. Place the stones individually, tamping in place to assure sound placement. Riprap shall be placed by hand on an approved geotextile fabric. Stone placement shall be random and tight jointed. Individual stones shall have a minimum 6 inch nominal diameter, and be 8 inches in place perpendicular to the slope.
 - b. Where the plans indicate "grouted riprap" , stones shall be placed as stated above and the joints filled with grout meeting ASTM.
2. Check Dams:
 - a. Stone MDOT 916
 - b. Enviroberm, or Triangular Silt Dike in accordance with Manufacturer's specifications

3. Filter Rolls, Sediment Stop by North American Green in accordance with Manufacturer's specifications
- I. Inlet Protection:
 1. In accordance with Manufacturer's specification
 2. Silt fence surround when plan detail is provided, MDOT 916.05
- J. Geotextile Fabric:
 1. Non-woven MDOT Table 910-1 "Stabilization Geotextile"
 2. Woven MDOT Table 910-1 "Geotextile Separator"
- K. Silt Fence. MDOT 916.02
- L. Polymers:
 1. Floc Log by Applied Polymer Systems, in accordance with Manufacturer's specification
 2. Silt stop Polyacrylmide soil stabilizer by Applied Polymer Systems in accordance with Manufacturer's specification.
- M. Plastic Sheeting:
 1. Cover entire area to be protected.
 2. Overlap successive layers with a shingle lap.
 3. Bury or weight free edge to anchor.

END OF SECTION

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Project includes the furnishing of all labor, materials, supplies, equipment, tools, transportation, recommendations, testing, services, and appurtenances, unless hereinafter specifically excepted, necessary to satisfactorily complete one (1) test production well that, upon approval by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), will serve as a Type 1 Community Water Supply (CWS) well, aquifer testing, and two (2) observation wells.
- B. Type I CWS work shall be completed as directed by the Engineer and permitted by EGLE. The scope of the work for this work may be changed, as required, to meet conditions found in the field or results of laboratory analyses, tests and as the Engineer, Owner or regulatory agencies find necessary.

1.02 QUALITY ASSURANCE:

- A. The Contractor shall have been engaged in the business of test pumping, constructing exploration boreholes, and mud/air rotary-drilled wells of diameter, depth, and anticipated production equivalent to the proposed production well(s) for a period of at least fifteen (15) years.

The Contractor shall submit a list of the last three (3) municipal well Owners other than the Owner for whom the Contractor has drilled equivalent municipal wells. The list shall include the Owner's name and address, phone number, casing diameter, type and depth, capacity, specific capacity, and sand production.

- B. The Contractor shall employ only competent workers for the execution of the work and all such work shall be performed under the direct supervision of an experienced field superintendent with a minimum of five (5) years' experience in this type of drilling satisfactory to the Engineer/Owner.

All work and products shall meet or exceed the applicable portions of the Federal, State and Local laws, ordinances, rules, regulations and standards including the latest edition of the following:

1. American National Standards Institute (ANSI)/American Water Works Association (AWWA) A 100 – Water Wells, AWWA C 200 – Steel Water Pipe 6 in. and Larger
2. American Society for Testing Materials (ASTM)
3. American Welding Society (AWS) D1.1 Structural Welding Code
4. National Sanitation Foundation (NSF) 61, Drinking Water System Components
5. Michigan Safe Drinking Water Act 399 of the Public Acts of 1976 and associated administrative rules and regulations, as amended
6. Michigan Water Well Construction and Pump Installation Code, Part 127 - Act 368 of the Public Acts of 1978, as amended
7. Michigan Water Well Grouting Manual, A Guide for the Contractor, 1988
8. Michigan Department of Environmental Quality Water Bureau, Suggested Practices for Water Works Design, Construction and Operation for Type I Public Water Supplies
9. Michigan Department of Environment, Great Lakes, and Energy, Michigan's Water Well Disinfection Manual, July 2003, updated April 2022
10. Great Lakes - Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, Recommended Standards for Water Works (10 State Water Standards), 2022

1.03 RECORDS AND SUBMITTALS:

- A. One (1) copy (each) of all records shall be submitted to the Engineer as necessary to convey information adequately. They shall include:
 - 1. Depth at which each change in formation occurred
 - 2. Thickness of each stratum
 - 3. Depth at which groundwater is encountered

- 4. Static water level
- 5. Total depth of the completed well
- 6. Borehole diameter
- 7. Depth or location of lost drilling fluids, materials, or tools
- 8. Depth, length, diameter and description of all well casings including casing material and wall thickness
- 9. Depth, length, diameter, and description of the well screen
- 10. Type, thickness and quantity of filter pack
- 11. Type, thickness and quantity of grout
- 12. Drilling fluid additives (Type and Quantity)
- 13. Development pumping records including any swabbing and surging/air lift pump records
- 14. Step Drawdown Test pumping records
- 15. Sand production records
- 16. Aquifer Performance Test Data
- 17. An electronic copy of the color video log for the test production well casing/screen.
- 18. Sieve analyses
- 19. Bacteriological water quality test results
- 20. Any other information required by EGLE

- B. Within ten (10) days of completing the test production well installation, Contractor is to provide one (1) copy of each driller's log to the Engineer, two (2) copies to the County Health Department and other agencies as may be required, including loading the logs into the EGLE Wellogic system.
- C. Within ten (10) days of substantial project completion, Contractor is to provide two (2) copies of all well construction logs to Engineer and the County Health Department and other agencies as may be required.

1.04 GUARANTEE:

- A. Guaranteed Conditions. For a period of one year after acceptance of the well by the Owner, the Contractor shall make the following guarantees and accept the following responsibilities concerning work:
 - 1. Sand production shall be less than 8 mg/L within two (2) hours after start of pumping at the constant pump test rate of the well. Sand limits shall be determined in accordance with Section 3.02.H.3 sand limits.
 - 2. The well casing and screen shall remain intact throughout its entire length.
 - 3. Plumbness and alignment shall remain within tolerances set forth in specifications.

PART 2 – PRODUCTS

2.01 CASINGS:

- A. Test Production Well:
 - 1. Casing shall be new ASTM A53 prime pipe and shall conform to AWWA C 200 standards and all EGLE standards for Type 1 wells.
 - 2. Contractor shall provide an adequate size to meet Contractor determined strength requirements in accordance with AWWA A100 which meets or exceeds a minimal production as specified by Engineer.
 - 3. Casing weight and thickness shall comply with Rule 126 of the Michigan Water Well Construction and Pump Installation Code, Part 127 - Act 368 of the Public Acts of 1978, as amended (Part 127).
 - 4. The casing shall be continuous and watertight from top to bottom, except for the well screen, and have threaded coupling or welded joints. Couplings or welds must comply with Rule 127 of Part 127.
 - 5. The entire length of the casing above the gravel pack shall be sealed with neat cement grout.

- 6. Provide the casing with centering guides welded or otherwise securely attached to the casing, to ensure unobstructed, uniform placement and thickness of grout and filter pack.
- 7. For the purpose of bidding, assume a 16-inch casing.
- 8. The casing shall extend from a minimum of two feet above ground to the top of the well screen. For wells located within the 100-year floodplain, the casing shall extend at least two feet above the 100-year flood elevation.
- 9. Contractor shall secure casing with a temporary welded plate.

B. 5-Inch Observation Wells:

- 1. Minimum 5-inch diameter PVC. Protective locking cover shall be constructed above grade surface. Morrison Brothers Company Aboveground Well Protector – FIG680XA, or Engineer-approved equal.

2.02 SCREENS:

A. Test Production Well:

- 1. Contractor shall provide an adequate size to meet Contractor determined strength requirements in accordance with AWWA A100 which meets or exceeds a minimal production as specified by Engineer.
- 2. Continuous slot, wire-wound design to provide maximum inlet area consistent with strength requirements.
- 3. The wire wrapping shall be triangular in shape with sharp edges, thinning inwardly to minimize clogging.
- 4. Johnson Screens, (Aqseptence Group brand), shall manufacture the well screen and shall have the following specifications:
 - a. Type: Johnson Continuous-Slot pipe-size screen with welding ring.
 - b. Material: Hi-flow stainless steel capable of producing at least 1000 gpm. For bidding purposes, assume a 16-inch diameter, 20-foot length screen.
 - c. End fittings: Provided with the screen shall be a hi-flow stainless steel end plate.
 - d. Screen joining sections: Intermediate screen sections, if necessary, shall be welded or coupled using hi-flow stainless steel and by methods and materials that will not reduce the corrosion resistance of the well screen and casing.
 - e. Engineer shall approve the screen slot size prior to ordering the screens.

B. 5-Inch Observation Well:

- 1. Minimum 5-inch diameter PVC with slotted PVC screen.
- 2. In accordance with AWWA A100, Contractor shall determine screen slot size.
- 3. For the purpose of bidding, assume screen length of 20 feet.

2.03 FILTER PACK FOR OBSERVATION AND TEST PRODUCTION WELLS:

A. Material:

- 1. Consist of clean, well-rounded grains.
- 2. Siliceous with not more than 5 percent calcareous material by weight.
- 3. Have an average specific gravity of 2.5 or greater.
- 4. Gravel pack thickness shall conform to AWWA A100 Section 4.6, Gravel Pack.
- 5. Engineer shall approve samples of filter pack material, including sieve analysis in advance of delivery and placement.
- 6. Filter pack material that comes into contact with the ground shall not be used.
- 7. All material shall be protected from contamination prior to use.
- 8. Ratio of grain size of filter pack material to formation shall range from 6:1 to 4:1.
- 9. The material shall contain no iron, manganese, copper, lead, or other heavy metals.

B. Installation:

1. Filter pack shall be placed to ensure continuity of the filter pack without bridging, voids or segregation.
2. Pump (positive placement) through a minimum 2-inch diameter feed line, or tremie, extending to the bottom of the casing annulus.
3. The feed line shall be gradually withdrawn as the filter pack is placed.
4. The filter pack shall extend 10 feet above the top of the screen and the bottom of casing.
5. The filter pack thickness shall be no less than 3 inches for the test production well and no less than 2 inches for the 5-inch observation wells.
6. The filter pack shall be chlorinated prior to installation to the satisfaction of the Engineer.

2.04 GROUTING AND SEALING:

A. Material:

1. Neat cement shall consist of a mixture of Type I Portland cement (ASTM C150) or Type II Portland cement (ASTM C595), and not more than six gallons of potable water per bag (one cubic foot or 94 pounds) of cement the entire length of the casing.

B. Installation:

1. Grouting shall be conducted in conformance with the Michigan Water Well Construction Code (Part 127) and with EGLE ODWMA-399-016 Grouting of Community Water Supply Wells. The annular space between the casing and the borehole shall be completely filled.

PART 3 – EXECUTION

3.01 SITE CONDITIONS:

- A. Engineer shall complete all necessary water sampling (non-bacteriological), coordination of laboratory analysis, EGLE permitting, step drawdown test data collection and analysis, and aquifer test data collection and analysis, unless otherwise specified.
- B. Contractor shall clean and disinfect all equipment prior to mobilization.
- C. Contractor shall not proceed to set up or drill before Engineer with Contractor have witnessed boring locations onsite.
- D. Contractor shall be responsible for on-site excavation and land work required for drilling activities.
- E. Contractor shall use designated site access as determined by Engineer and Owner.
- F. Contractor shall be responsible for site access clearing including snow or tree removal as necessary to complete drilling activities.
- G. Contractor shall restore all disturbed areas to original condition.
- H. Contractor shall, within 14 days of significant work completion, restore slurry pit area to conditions existing prior to construction and with compaction that is comparable with adjacent soils.
- I. Contractor shall remove all materials brought on to the site that are not part of any well.
- J. Contractor shall obtain all necessary utility clearances prior to drilling activities.
- K. Contractor shall be responsible for assuring site security and safety during testing.

3.02 EXPLORATION BOREHOLE, TEST PRODUCTION WELL, TWO OBSERVATION WELLS, STEP DRAWDOWN TEST, AQUIFER PERFORMANCE TEST, WATER QUALITY TESTING:

This work consists of drilling one exploration borehole, construction and development one (1) test production well, two (2) observation wells, step drawdown testing, aquifer performance testing, and water quality testing.

- A. One exploration borehole shall be installed using rotary drilling methods. Substitute or "or-equal" methods may be used by Contractor if approved by Engineer prior to drilling. The borehole size shall be determined by the Contractor in consultation with the Engineer. The depth of drilling shall be determined by the Engineer. The exploration borehole shall be drilled during the first mobilization. Contractor shall provide minimum 48-hour notice in advance of drilling activities. The borehole shall be temporarily plugged by a combination of filter sand in the production zone and drilling fluids/grout in the upper portion of the borehole.
- B. In the event exploration borehole data indicates groundwater production is practical, the Contractor shall prepare for and install the test production well. The test production well shall be constructed to a depth based on the findings from the exploration borehole. For bidding purposes, it shall be assumed that the well depth will be 125 feet. The borehole size shall be determined by the Contractor and shall allow proper placement of gravel pack and grout. Contractor shall provide minimum 48-hour notice in advance of drilling and well installation activities.
- C. The test production well shall be installed in a boring drilled at the same location as the exploration borehole. This location will be staked by the Engineer.
- D. Two (2) 5-inch observation wells shall be constructed to an assumed depth of 125 feet and be fully developed, as detailed below.
- E. Contractor shall provide access to drill cuttings through a horizontal discharge before cuttings enter mud pit. Contractor shall collect representative drill cutting samples and measure and record the rate of penetration and mud loss for each 10-foot interval during the drilling of the exploratory borehole, and observation wells. Samples shall be collected at 5-foot intervals in the anticipated screen zone in the for the exploratory borehole/test production well or less if a change in penetration rate or mud loss occurs as the borehole is advanced.
- F. Contractor shall collect duplicate samples of the potential glacial aquifer material and shall use one set for grain size (sieve) analysis or materials collected from the anticipated screen zone. The Contractor shall use the sieve analysis data to propose a slot size for the screen and gravel pack size. Contractor shall deliver the data and recommendations to the Engineer prior to ordering the screen.
- G. The Contractor shall use the sieve analysis data to propose a slot size for the screen and gravel pack size. Contractor shall deliver the data and recommendations to the Engineer prior to ordering the screen.
- H. Well Development:
 - 1. The development shall remove the native silts, clays and drilling fluid residues deposited on the borehole face and in adjacent portions of the aquifer next to the well screen. The Contractor shall assume one hour of initial well development be performed for each foot of well screen using mechanical and/or air lift surging methods. Sediment that falls to the bottom shall be continually removed by either pumping or bailing. Additional well development shall continue until the sand limits (as defined below) are satisfied and Engineer decides that additional development is not necessary.
 - 2. The quality of the test production well development shall be determined during the test production well step drawdown and aquifer tests. The purpose is to determine if sand-free water is produced at the maximum capacity of the well. The sand content of the well water shall be tested using the method described below.
 - 3. Sand limits:
 - a. After development and during the step drawdown and aquifer tests, the sand content of the water shall be determined by the Contractor by averaging the results of 5 samples collected at (1) 15 minutes after beginning the test, (2) 25 percent of total test time, (3) 50 percent of total test time, (4) 75 percent of total test time, and (5) at the end of the step drawdown test. Samples shall be collected using an

Imhoff Cone. The sample shall be allowed to settle not less than 10 minutes before the sand content is measured. The Contractor shall collect and analyze all samples and provide written documentation of the results to the Engineer.

- b. If the water contains greater than 8 mg/l sand, silt or clay additional well development shall be required. Additional well development shall continue until less than 8 mg/l of sand is achieved or as ordered by Engineer or Owner.
- c. As necessary, the Contractor shall obtain a general NPDES permit for wastewater discharge.

I. Test Production Well Plumbness and Alignment:

- 1. The maximum horizontal deviation of the well from vertical shall not exceed two thirds of the casing inside diameter per 100 feet of depth.
- 2. The alignment shall allow the successful installation and operation of the pumping equipment.

J. Grading:

- 1. Contractor shall grade the ground surface within a 25-foot radius from the test production well casing so surface water is diverted away from the well.

K. Aquifer Performance Test

- 1. The maximum pumping rate will be determined by the Engineer and the Contractor after consideration of test pumping by the Contractor (limited step testing).
- 2. Contractor shall provide power and a flow meter for measuring, sampling, and recording the discharge from the well and any other required equipment to complete an Aquifer Performance Test in accordance with the EGLE Office of Drinking Water and Municipal Assistance Policy and Procedure Number ODWMA-399-003, December 1, 1997 (Rev 4/2004), unless otherwise specified.
- 3. Contractor shall provide minimum 7-day notice to Engineer in advance of test.
- 4. Contractor shall be responsible for providing a constant discharge rate for the duration of the test.
- 5. Contractor shall be responsible for providing an accurate device to measure flow on a continuous basis. The Contractor is responsible for recording the discharge every six (6) hours, at a minimum.
- 6. Contractor shall provide means for discharge away from the test site area. Contractor shall plan to discharge at a location at least 500 feet away from the test production well.
- 7. The test shall be run under the observation of Engineer.
- 8. Contractor shall provide at least one (1) person to maintain the equipment during the test.
- 9. Engineer shall collect water level measurements using a digital data logger. The Contractor shall assist the Engineer in making sure recording devices can be properly placed in the wells.
- 10. Engineer shall be responsible for analysis of the Aquifer Performance Test data.
- 11. The test shall be completed for a minimum of 24 hours of continuous pumping followed by 24 hours of recovery time (during which the pumping equipment must remain in the well and left undisturbed).

L. Test Production Well Step Drawdown Test:

- 1. Perform drawdown steps at the following estimated pumping rates and minimum time duration for the test production well:

TEST PRODUCTION WELL

Flow (gpm)	Minimum Duration (Hours)	Frequency of Readings
Rest Period	2	Every 30 minutes
50% of design yield (500 GPM)	1-2	0 – 30 minutes, every 5 minutes 30 – 60 minutes, every 10 minutes 60 – 120 minutes, every 15 minutes
100% of design yield (1000 GPM)	1-2	0 – 30 minutes, every 5 minutes 30 – 60 minutes, every 10 minutes 60 – 120 minutes, every 15 minutes
150% of design yield (1500 GPM)	1-2	0 – 30 minutes, every 5 minutes 30 – 60 minutes, every 10 minutes 60 – 120 minutes, every 15 minutes

2. Pumping rates and duration of each step may vary from these estimates if approved by Engineer.
3. Contractor shall provide a test pump, power, a water level measuring device, and a flow meter or orifice pipe for measuring the discharge from the well and any other required equipment.
4. Water level readings shall be made with an electronic water level tape or equivalent method. The Contractor shall install a 1" diameter access tube into the test production well to allow for the water level probes to be inserted into the wells.
5. Contractor shall provide at least one (1) person to maintain the equipment during the test and collect measurements.
6. Contractor shall provide minimum 7-day notice to Engineer in advance of test.

M. Water Quality Sampling:

1. Water Quality Sampling (non-bacteriological):
 - a. Sampling Schedule will be verified by Contractor with Engineer. Engineer shall provide and collect non-bacteriological water samples at the end of the Aquifer Performance Test.
2. Bacteriological testing:
 - a. Contractor shall conduct Water Quality Sampling at the end of the Aquifer Performance Test. The sampling should include testing for total and e-coli.
 - b. Contractor shall provide sampling containers and coolers.
 - c. Contractor shall pay laboratory fees for bacteriological Water Quality Sampling and analysis. Contractor shall pay for any and all additional bacteriological testing if required by EGLE.

N. Test Production Well Disinfection:

1. General:
 - a. Disinfect test production well before and after the Aquifer Performance Test. The purpose of the disinfections is to remove local bacteriological contamination related to the installation of the well prior to a determination of microbiological quality testing.

- b. The CONTACTOR shall follow procedures outlined in Michigan's Water Well Disinfection Manual, 2022. These procedures shall be discussed with the Engineer prior to disinfection.
- c. Final disinfection shall comply with AWWA C654.
- d. Contractor shall dispose of chlorinated water in accordance with EGLE regulations.
- e. Water additives such as chlorine shall not be discharged to a surface water body, sewer or drain.
- f. Contractor shall use dechlorination equipment prior to discharge if detectable levels of chlorine from disinfection are present in the discharge.
- g. Contractor shall obtain general NPDES permit for wastewater discharge from a potable water supply.

O. Capping of Wells:

- 1. Contractor shall install a temporary welded cap on the test production well and locking caps with locks on the 5-inch observation wells.
- 2. Contractor shall be responsible for any objectionable material that may fall into the wells and any affect it may have on water quality and quantity until completion and acceptance of the Work by Engineer.

END OF SECTION