



**City of Ann Arbor, Michigan**

49 Old Dixboro Road, Ann Arbor, Michigan 48105

Set No. \_\_\_\_\_

**Ann Arbor Wastewater Treatment Plant  
Facilities Renovations**

**SRF Nos. 5441-01, 02, 03, 04, & 99**

**Project Manual**

Volume I of IV

Division 00

**BID SET**

**NOVEMBER 2011**

**IBT NO. 4191**



*Richard E. Herriott* 11-9-2011

Richard E. Herriott, PE  
MI Registered Engineer No. 43517



Prepared By:

**Malcolm Pirnie of Michigan, Inc.**

1001 Woodward Avenue, Suite 1000  
Detroit, Michigan 48226

**MALCOLM  
PIRNIE**

9

10

11

12

**CITY OF ANN ARBOR, MICHIGAN  
WWTP FACILITIES RENOVATIONS  
TABLE OF CONTENTS**

<u>Section Number</u>	<u>Description</u>	<u>Page Number</u>
---------------------------	--------------------	------------------------

**VOLUME I OF IV**

00001	Title Page	
00010	Table of Contents	

**FRONT END DOCUMENTS**

00110	Advertisement for Bids .....	00110-1
00210	Instructions to Bidders.....	00210-1
00410	Bid Form.....	00410-1
00431	Bid Bond.....	00431-1
00432	Bid Bond.....	00432-1
00451	Bidder Qualifications Statement .....	00451-1
00521	Owner Contractor Agreement .....	00521-1
00610	Performance Bond .....	00610-1
00615	Payment Bond .....	00615-1
00710	General Conditions.....	00710-1
00810	Supplementary Conditions .....	00810-1

**END OF VOLUME I OF IV**

**VOLUME II OF IV**

**DIVISION 1 - GENERAL REQUIREMENTS**

01110	Summary of Work .....	01110-1
01143	Coordination with Owner's Operations .....	01143-1
01210	Allowances .....	01210-1
01260	Contract Modification Procedures.....	01260-1
01271	Measurement and Payment .....	01271-1
01291	Schedule of Values .....	01291-1
01297	Progress Payment Procedures .....	01297-1
01301	Pre-Construction Conference .....	01301-1
01310	Project Coordination.....	01310-1
01312	Progress Meetings .....	01312-1
01322	Progress Schedule.....	01322-1
01324	Construction Photographs .....	01324-1
01330	Submittal Procedures.....	01330-1
01410	Contractor's Health and Safety Plan .....	01410-1
01412	Stormwater Pollution Prevention Plan (SWPPP).....	01412-1

**CITY OF ANN ARBOR, MICHIGAN  
 WWTP FACILITIES RENOVATIONS  
TABLE OF CONTENTS**

<u>Section Number</u>	<u>Description</u>	<u>Page Number</u>
<b><u>DIVISION 1 - GENERAL REQUIREMENTS (Continued)</u></b>		
01414	Earthmoving Permit and Dust Control .....	01414-1
01415	Confined Space Entry Plan.....	01415-1
01416	Special Inspections .....	01416-1
01420	References .....	01420-1
01452	Testing Laboratory Services Furnished by Contractor.....	01452-1
01453	Testing Hydraulic Structures.....	01453-1
01511	Temporary Electricity.....	01511-1
01512	Temporary Lighting .....	01512-1
01513	Temporary Heat, Ventilation, and Enclosure.....	01513-1
01514	Temporary Water .....	01514-1
01515	Temporary Sampling.....	01515-1
01517	Temporary Pumping.....	01517-1
01520	Engineer's Field Office .....	01520-1
01521	Temporary Administration Facilities .....	01521-1
01522	Contractor's Field Office and Sheds .....	01522-1
01524	Construction Waste Management .....	01524-1
01550	Access Roads.....	01550-1
01561	Security.....	01561-1
01570	Temporary Controls .....	01570-1
01580	Project Identification and Signs .....	01580-1
01630	Substitution Procedures.....	01630-1
01661	Storage and Protection of Products .....	01661-1
01721	Protection of the Work and Property.....	01721-1
01722	Field Engineering .....	01722-1
01723	Cutting and Patching .....	01723-1
01724	Connections to Existing Facilities.....	01724-1
01732	Installation.....	01732-1
01740	Cleaning.....	01740-1
01751	Starting, Testing, and Placing Equipment, Systems and Plant Treatment Trains in Operation .....	01751-1
01752	Equipment, Systems and Plant Treatment Trains Operational Demonstration .....	01752-1
01772	Closeout Requirements.....	01772-1
01781	Operations and Maintenance Data .....	01781-1
01782	Record Documents .....	01782-1
01783	Spare Parts and Maintenance Materials .....	01783-1
01784	Post-Final Inspection .....	01784-1
01821	Instruction of Operations and Maintenance Personnel.....	01821-1

**CITY OF ANN ARBOR, MICHIGAN  
 WWTP FACILITIES RENOVATIONS  
TABLE OF CONTENTS**

<u>Section Number</u>	<u>Description</u>	<u>Page Number</u>
---------------------------	--------------------	------------------------

**DIVISION 2 - SITE CONSTRUCTION**

02080	Waste Material Removal, Transportation and Disposal.....	02080-1
02081	Asbestos Abatement.....	02081-1
02082	Excavation and Disposal of Contaminated Soil.....	02082-1
02083	Pipeline Removal, Transportation and Disposal.....	02083-1
02085	Lead Based Paint Remediation.....	02085-1
02140	Construction Dewatering.....	02140-1
02141	New Well Installation / Redevelopment of Existing Wells .....	02141-1
02145	Water Collection, Containment, Control, and Disposal.....	02145-1
02220	Demolitions .....	02220-1
02225	Temporary Earth Retention Systems.....	02225-1
02230	Clearing .....	02230-1
02292	Geotechnical Instrumentation.....	02292-1
02315	Excavation and Backfill .....	02315-1
02318	Crushed Stone and Gravel.....	02318-1
02371	Geotextile Filter Fabric .....	02371-1
02380	Drilled Piers.....	02380-1
02531	Manholes .....	02531-1
02630	Drainage Structures .....	02630-1
02742	Bituminous Paving .....	02742-1
02743	Porous Asphalt Pavement.....	02743-1
02771	Concrete Gutters and Sidewalks.....	02771-1
02821	Fencing .....	02821-1
02920	Lawns and Meadows .....	02920-1
02930	Exterior Plants .....	02930-1
02936	Tree Protection and Trimming .....	02936-1
02990	Ann Arbor Township Water Main .....	02990-1

**DIVISION 3 - CONCRETE**

03100	Concrete Formwork .....	03100-1
03200	Concrete Reinforcement .....	03200-1
03251	Concrete Joints.....	03251-1
03300	Cast-in-Place Concrete.....	03300-1
03432	Precast Concrete Hollow Core Planks .....	03432-1
03450	Architectural Precast Concrete.....	03450 -1
03600	Grout .....	03600-1
03930	Concrete Repair and Rehabilitation .....	03930-1

**CITY OF ANN ARBOR, MICHIGAN  
 WWTP FACILITIES RENOVATIONS  
TABLE OF CONTENTS**

<u>Section Number</u>	<u>Description</u>	<u>Page Number</u>
---------------------------	--------------------	------------------------

**DIVISION 4 - MASONRY**

04060	Mortar and Masonry Grout .....	04060-1
04090	Masonry Accessories .....	04090-1
04201	Unit Masonry Construction.....	04201-1
04211	Brick Masonry .....	04211-1
04220	Concrete Unit Masonry .....	04220-1
04901	Masonry Restoration and Cleaning.....	04901-1

**DIVISION 5 - METALS**

05051	Anchor Bolts, Toggle Bolts, and Concrete Inserts .....	05051-1
05120	Structural Steel.....	05120-1
05130	Structural Aluminum .....	05130-1
05210	Steel Joists.....	05210-1
05312	Metal Floor Decking .....	05312-1
05501	Miscellaneous Metal Fabrications .....	05501-1
05510	Pre-Engineered Steel Stairs.....	05510-1
05521	Steel Handrails and Railings.....	05521-1
05522	Aluminum Handrails and Railings.....	05522-1
05532	Aluminum Grating .....	05532-1
05542	Floor Access Hatch Covers.....	05542-1
05561	Castings.....	05561-1

**APPENDICES**

Appendix A.....	Pre-Demolition Survey	
Appendix B.....	Demolition Photographs	
Appendix C.....	Siemens Proposal	

**END OF VOLUME II OF IV**

**VOLUME III OF IV**

**DIVISION 6 - WOOD/PLASTIC**

06100	Rough Carpentry .....	06100-1
06190	Fabricated Wood Trusses.....	06190-1
06240	Plastic Laminates .....	06240-1
06600	Fiberglass Reinforced Plastic Fabrications .....	06600-1
06612	Fiberglass Reinforced Plastic Weir Plates, Baffles and Launder Covers ..	06612-1

**CITY OF ANN ARBOR, MICHIGAN  
 WWTP FACILITIES RENOVATIONS  
TABLE OF CONTENTS**

<u>Section Number</u>	<u>Description</u>	<u>Page Number</u>
---------------------------	--------------------	------------------------

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

07111	Bituminous Dampproofing .....	07111-1
07140	Capillary Waterproofing .....	07140-1
07191	Liquid Water Repellent.....	07191-1
07210	Building Insulation.....	07210-1
07220	Roof Insulation.....	07220-1
07411	Preformed Prefinished Metal Roofing.....	07411-1
07530	Elastomeric Membrane Roofing .....	07530-1
07620	Flashing and Trim .....	07620-1
07720	Gutters and Downspouts .....	07720-1
07840	Firestopping .....	07840-1
07920	Calking and Sealants.....	07920-1

**DIVISION 8 - DOOR/WINDOWS**

08115	Hollow Metal Doors and Frames .....	08115-1
08120	Aluminum Doors and Frames .....	08120-1
08200	Wood Doors.....	08200-1
08310	Access Doors and Panels .....	08310-1
08340	Fiberglass Reinforced Plastic Doors and Frames .....	08340-1
08400	Aluminum Storefronts .....	08400-1
08520	Aluminum Windows .....	08520-1
08600	Skylights .....	08600-1
08710	Finish Hardware.....	08710-1
08716	Automatic Door Operators.....	08716-1
08800	Glass and Glazing .....	08800-1
08900	Translucent FRP Window System .....	08900-1

**DIVISION 9 - FINISHES**

09260	Gypsum Board Assemblies.....	09260-1
09310	Ceramic Tile.....	09310-1
09510	Acoustical Panel Ceilings .....	09510-1
09520	Acoustical Treatment .....	09520-1
09611	Concrete Hardener .....	09611-1
09650	Resilient Tile Flooring .....	09650-1
09680	Carpeting.....	09680-1
09705	Floor Surfacing System.....	09705-1
09900	Painting .....	09900-1

**CITY OF ANN ARBOR, MICHIGAN  
 WWTP FACILITIES RENOVATIONS  
TABLE OF CONTENTS**

<u>Section Number</u>	<u>Description</u>	<u>Page Number</u>
---------------------------	--------------------	------------------------

**DIVISION 10 - SPECIALTIES**

10100	Visual Display Boards .....	10100-1
10155	Toilet Compartments .....	10155-1
10200	Louvers and Vents .....	10200-1
10350	Flag Pole .....	10350-1
10400	Identification Devices .....	10400-1
10500	Lockers and Benches .....	10500-1
10522	Portable Fire Protection Equipment .....	10522-1
10800	Toilet and Bath Accessories.....	10800-1

**DIVISION 11 - EQUIPMENT**

11110	Vertical Lineshaft Pump .....	11110-1
11115	End Suction Horizontal Chopper Pump – Dry Pit .....	11115-1
11116	End Suction Pump – Dry Pit .....	11116-1
11121	Recessed Impeller Centrifugal Pumps .....	11121-1
11125	Progressing Cavity Pumps .....	11125-1
11132	Projection Screens.....	11132-1
11139	Sample Pumps.....	11139-1
11220	In-Line Grinders.....	11220-1
11242	Ferric Chloride Feed Equipment.....	11242-1
11287	Stainless Steel Slide Gates .....	11287-1
11289	Sluice Gates and Appurtenances.....	11289-1
11310	Vertical Axial Flow Mixing Equipment .....	11310-1
11336	Secondary Circular Clarifier Mechanisms, Siphon Type .....	11336-1
11337	Secondary Circular Clarifier Mechanisms Rehabilitation, Siphon Type... ..	11337-1
11350	Primary Circular Clarifier Mechanisms Rehabilitation, Scraper Type.....	11350-1
11351	Primary Circular Clarifier Mechanisms, Scraper Type .....	11351-1
11440	Tablet Chlorination System .....	11440-1
11611E	Single Stage Centrifugal Air Blowers - East Plant .....	11611 E-1
11611W	Single Stage Centrifugal Air Blowers - West Plant.....	11611W-1
11612	Rotary Positive Displacement Blowers.....	11612-1
11631	Fine Bubble Diffused Aeration Equipment (Flexible Membrane Disc Diffusers).....	11631-1
11636	Channel Aeration Equipment.....	11636-1
11800	Automatic Flow-Through Samplers.....	11800-1



**CITY OF ANN ARBOR, MICHIGAN  
 WWTP FACILITIES RENOVATIONS  
TABLE OF CONTENTS**

<u>Section Number</u>	<u>Description</u>	<u>Page Number</u>
---------------------------	--------------------	------------------------

**DIVISION 12 - FURNISHING**

12300	Manufactured Casework .....	12300-1
12352	Metal Laboratory Furniture .....	12352-1
12690	Entrance Mats and Frames .....	12690-1

**DIVISION 13 - SPECIAL CONSTRUCTION**

13201	Fiberglass Reinforced Plastic Tanks For Storing Liquid Chemicals .....	13201-1
13401	Instrumentation and Control System General Provisions .....	13401-1
13402	Instrumentation and Control System Factory Testing .....	13402-1
13403	Instrumentation and Control System Start-up, Commissioning and Field Testing .....	13403-1
13404	Instrumentation and Control System Training .....	13404-1
13420	Primary Sensors and Field Instruments .....	13420-1
13425	Programmable Controller System .....	13425-1
13426	Computers, Configuration, and Programming .....	13426-1
13429	Input/Output Schedule .....	13429-1
13460	Control Panels, Enclosures, and Panel Instruments .....	13460-1
13491	Control Descriptions .....	13491-1

**DIVISION 14 - CONVEYANCE SYSTEMS**

14240	Electric Traction Elevator .....	14240-1
14602	Hoisting Equipment .....	14602-1

**END OF VOLUME III OF IV**

**VOLUME IV OF IV**

**DIVISION 15 – MECHANICAL**

15051	Buried Piping Installation .....	15051-1
15052	Exposed Piping Installation .....	15052-1
15055	Pipe Hangers and Supports .....	15055-1
15061	Ductile Iron Pipe .....	15061-1
15062	Steel Pipe .....	15062-1
15063	Stainless Steel Pipe .....	15063-1
15064	Stainless Steel Pipe, Fittings and Accessories for Low Pressure Air Service, 4-inch and Larger .....	15064-1

**CITY OF ANN ARBOR, MICHIGAN  
 WWTP FACILITIES RENOVATIONS  
TABLE OF CONTENTS**

<u>Section Number</u>	<u>Description</u>	<u>Page Number</u>
---------------------------	--------------------	------------------------

**DIVISION 15 – MECHANICAL (Continued)**

15065	Concrete Pipe .....	15065-1
15066	Copper Pipe.....	15066-1
15067	Thermoplastic Pipe .....	15067-1
15082	Insulation of Piping and Equipment .....	15082-1
15100	Valves, Four-Inch and Larger .....	15100-1
15120	Piping Specialties and Accessories .....	15120-1
15121	Wall Pipes, Floor Pipes and Pipe Sleeves.....	15121-1
15330	Wet Sprinkler System .....	15330-1
15410	Potable Water Piping Systems – Plumbing .....	15410-1
15412	Waste and Vent Piping Systems – Plumbing.....	15412-1
15413	Roof Drainage System – Plumbing.....	15413-1
15420	Insulation of Plumbing Piping .....	15420-1
15422	Pipe Hangers, Supports and Restraints – Plumbing.....	15422-1
15424	Pipe Sleeves – Plumbing.....	15424-1
15440	Plumbing Fixtures and Trim .....	15440-1
15451	Ejectors and Sump Pumps – Plumbing .....	15451-1
15455	Hot Water Heaters – Plumbing .....	15455-1
15490	Installation of Plumbing Piping .....	15490-1
15496	Testing of Plumbing Piping Systems .....	15496-1
15497	Disinfection – Plumbing .....	15497-1
15500	General Provisions for HVAC Work .....	15500-1
15510	Pre-Engineered Piping Systems - HVAC.....	15510-1
15515	Piping, Valves, and Accessories - HVAC .....	15515-1
15516	Insulation of Piping - HVAC .....	15516-1
15518	Hangers, Supports, and Restraints - HVAC .....	15518-1
15519	Vibration Isolation - HVAC .....	15519-1
15530	Refrigerant Piping System.....	15530-1
15540	Water Circulating Pumps .....	15540-1
15590	Fuel Oil Pumps and Monitoring Systems .....	15590-1
15591	Aboveground Fuel Oil Storage Tanks .....	15591-1
15592	Fuel Oil Piping, Valves, and Accessories .....	15592-1
15620	Air Cooled Chillers .....	15620-1
15733	Glycol Split System Air Conditioning Units .....	15733-1
15734	Split System Air Conditioning Units .....	15734-1
15785	Central Station Modular Air Handling Units .....	15785-1
15831	Electric Duct Mounted Heating Coils .....	15831-1
15833	Hot Water Heating Coils .....	15833-1
15834	Hot Water Unit Heaters .....	15834-1
15836	Electric Unit Heaters .....	15836-1

**CITY OF ANN ARBOR, MICHIGAN  
 WWTP FACILITIES RENOVATIONS  
TABLE OF CONTENTS**

<u>Section Number</u>	<u>Description</u>	<u>Page Number</u>
---------------------------	--------------------	------------------------

**DIVISION 15 – MECHANICAL (Continued)**

15863	Metallic Fans .....	15863-1
15866	FRP Fans .....	15866-1
15885	Positive Pressurization Units .....	15885-1
15910	Ductwork and Accessories .....	15910-1
15911	Duct Insulation .....	15911-1
15950	Automatic Temperature Control System .....	15950-1
15990	Testing, Adjusting, and Balancing .....	15990-1

**DIVISION 16 – ELECTRICAL**

16050	General Provisions .....	16050-1
16055	Electrical Shutdowns .....	16055-1
16061	Grounding Systems .....	16061-1
16070	Supporting Systems .....	16070-1
16075	Electrical Identification .....	16075-1
16121	Instrumentation Cable .....	16121-1
16122	600 Volt Cable .....	16122-1
16123	Medium Voltage Cable .....	16123-1
16125	Communications Cable and Equipment .....	16125-1
16126	Fiber Optic Cable and Appurtenances .....	16126-1
16131	Rigid Conduit .....	16131-1
16132	Flexible Conduits .....	16132-1
16133	Sealed Fittings .....	16133-1
16134	Expansion/Deflection Fittings .....	16134-1
16135	Pull, Junction, and Terminal Boxes .....	16135-1
16136	Outlet Boxes .....	16136-1
16137	Underground Ductbanks .....	16137-1
16138	Manholes and Handholes .....	16138-1
16141	Receptacles .....	16141-1
16142	Snap Switches .....	16142-1
16143	Disconnect Switches .....	16143-1
16144	Control Stations .....	16144-1
16210	Utility Services .....	16210-1
16215	Power Distribution System Study .....	16215-1
16216	Electrical Testing .....	16216-1
16232	Engine Generator Systems .....	16232-1
16271	Dry Type Transformers .....	16271-1
16272	Secondary Unit Substations .....	16272-1

**CITY OF ANN ARBOR, MICHIGAN  
WWTP FACILITIES RENOVATIONS  
TABLE OF CONTENTS**

<b><u>Section Number</u></b>	<b><u>Description</u></b>	<b><u>Page Number</u></b>
<b><u>DIVISION 16 – ELECTRICAL (Continued)</u></b>		
16273	Modification Of Existing Secondary Unit Substation .....	16273-1
16282	Surge Protective Devices .....	16282-1
16342	5 kV Metal Clad Switchgear .....	16342-1
16344	15 kV Metal Clad Switchgear .....	16344 -1
16348	Medium Voltage Motor Starters .....	16348-1
16350	Medium Voltage Power System Automatic Controls.....	16350-1
16412	Automatic Transfer Switches.....	16412-1
16421	Manual Motor Starters .....	16421-1
16422	Combination Magnetic Motor Starters .....	16422-1
16423	Motor Control Centers .....	16423-1
16425	Variable Frequency Drives .....	16425-1
16442	Lighting and Distribution Panelboards .....	16442-1
16501	Lighting Fixtures and Controls .....	16501-1
16611	Uninterruptible Power Supply .....	16611-1
16672	Heat Trace .....	16672-1
16720	Fire Alarm System .....	16720-1

**END OF VOLUME IV OF IV**

++ END OF TABLE OF CONTENTS ++

ADVERTISEMENT FOR BIDS  
FOR THE  
CITY OF ANN ARBOR, MICHIGAN

**FACILITIES RENOVATIONS PROJECT**

**ITB NO. 4191**

SRF Project No. 5441- 01

Sealed Bids will be received by the, Ann Arbor Procurement Office, Fifth Floor, City Hall, 301 East Huron Street, Ann Arbor, Michigan 48104 on or before **10:00 a.m., Monday, January 9, 2012** for the construction of the **Facilities Renovations Project** at the Ann Arbor Wastewater Treatment Plant (WWTP). Bids will be publicly opened and read aloud at this time. The Bid period will not be extended beyond the date shown above.

Work to be done includes renovations to the Ann Arbor WWTP, including the demolition and reconstruction of the existing West Plant structures and facilities and the rehabilitation of the East Plant. Construction includes, but is not limited to: primary clarifiers, primary building, aeration tanks, blower building, central electrical building, ferric buildings, secondary clarifiers, new administration building, renovation of existing maintenance building, environmental abatement, new stormwater system, removal of the existing 4800 V electrical distribution system and replacement with a new 13.2 KV electrical distribution system, and the rehabilitation of the east primary clarifiers, east aeration tanks, east blower building (including new blowers) and east secondary clarifiers. Work also includes depressurizing an artesian groundwater condition, groundwater dewatering, geotechnical instrumentation, construction sequencing, earth retention systems, concrete pier foundations, concrete and gate repairs, earthen embankment improvements, and utility relocation and replacement.

Bid drawings will be available starting November 15, 2011 and are available only from ARC Michigan/Dunn Blue Reprographics. Only full paper set Bid Documents will be released by ARC Michigan/Dunn Blue for the City. ARC Michigan/Dunn Blue will maintain a plan holders list for the City. Bid Documents may be obtained using one of the following methods:

1. Complete Bid Documents can be ordered directly from ARC Michigan/Dunn-Blue at the following location:

2813 Boardwalk Street, Ann Arbor, Michigan 48104 (734) 663-2471

(After placing an order, the Bid Documents can be picked up at any ARC Michigan/Dunn-Blue office)

2. Complete Bid Documents can be ordered from ARC Michigan/Dunn-Blue by visiting their website and ordering documents on-line using their Plan Well Enterprise (Public Planroom) webpage:
  - a. Go to Dunn-Blue website at: <http://www.dunnblue.com/> After locating the project, click on the project link and order the Bid Documents by clicking the shopping cart.
  - b. Click on the "Enter PlanWell Planroom" link on the left side of the page.
  - c. On the next page, scroll down and click on the link to the "Public Planroom" in the bottom left corner.
  - d. After entering the Public Planroom webpage, type 4191 in the search field and click on GO to locate the project.
  - e. After locating the project, click on the project link to list and select Bid Documents.
  - f. After selecting the Bid Documents click on the "Print Order" tab to purchase documents.
  - g. Please feel free to call PlanWell Support at (734) 663-2471 for assistance.

ARC Michigan/Dunn-Blue Reprographics will charge a fee per full set of documents. No refunds will be given for returned documents. Only full paper sets will be made available for bidding purposes. Digital files and downloads are not available from ARC Michigan/Dunn-Blue.

ARC Michigan/Dunn-Blue Reprographics will maintain a plan holders list for the City. **Only bids from bidders on the ARC Michigan/Dunn-Blue plan holders list will be accepted by the City.** Bids from bidders not on the plan holders list will be rejected.

Bid Specifications (without drawings or technical reports) may be downloaded from the BIDNET website (MITN).

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. (ii) compliance with applicable prevailing wage and living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 120 days. The City reserves the

right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Attendance by General Contractors at the pre-bid conference is mandatory.

Further information regarding the bid process may be obtained by calling (734) 794-6450, ext. 43824.

## **NOTICE OF PRE-BID CONFERENCE**

A pre-bid conference and site visit for this project will be held on Tuesday November 22, 2011 at 9:00 a.m. in the Administration Building Conference Room at the Ann Arbor Wastewater Treatment Plant located on 49 Old Dixboro Road, Ann Arbor, Michigan.

Attendance at this conference is mandatory. Only two representatives from each firm shall be allowed to attend this conference due to limited space. Administrative and technical questions regarding this project will be answered at this time. Questions answered during the Pre-Bid Conference shall not be considered binding. No minutes of the pre-bid conference will be published. All questions shall be submitted in writing in accordance with the Instructions to Bidders. If any questions arise whose answers constitute modifications to the bid documents, an addendum will be issued once the questions are submitted in writing.

Any further information may be obtained from the Ann Arbor Procurement Office,  
(734) 794-6500 ext. 4-5206.

+ + END OF SECTION + +



CITY OF ANN ARBOR  
ANN ARBOR, MICHIGAN

FACILITIES RENOVATIONS AT THE  
ANN ARBOR WASTEWATER TREATMENT PLANT

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. Defined Terms
2. Bids Received
3. Location and Description of Project
4. Copies of Bidding Documents
5. Qualifications of Bidders
6. Examination of Bidding Documents, Other Related Data and Site
7. Mandatory Pre-Bid Conference
8. Site and Other Areas
9. Interpretations and Addenda
10. Bid Security
11. Contract Times
12. Liquidated and Special Damages
13. Substitute and "Or Equal" Items
14. Subcontractors, Suppliers and Others
15. Preparation of Bid
16. Basis of Bids; Comparison of Bids
17. Submittal of Bid
18. Modification or Withdrawal of Bid
19. Opening of Bids
20. Disqualification of Bidders
21. Bids to Remain Subject to Acceptance
22. Evaluation of Bids and Award of Contract
23. Contract Securities
24. Contractor's Insurance
25. Signing of Agreement
26. Notice to Proceed
27. Partnering – not used
28. Sales and Use Taxes
29. Additional Requirements

## ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.

## ARTICLE 2 - BIDS RECEIVED

- 2.01 Refer to Section 00110, Advertisement for Bids for information on receipt of Bids.

## ARTICLE 3 - LOCATION AND DESCRIPTION OF PROJECT

- 3.01 Refer to Section 00110, Advertisement of Bids for the location and description of the Project.

## ARTICLE 4 - COPIES OF BIDDING DOCUMENTS

- 4.01 Refer to Section 00110, Advertisement for Bids for information on locations where Bidders may examine and/or obtain Bidding Documents.
- 4.02 Only complete, hard copy (paper) sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.03 Owner and Engineer in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant permission for any other use.

## ARTICLE 5 - QUALIFICATIONS OF BIDDERS

- 5.01 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that Bidder has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

- 5.02 To demonstrate qualifications to perform the Work, Bidder shall complete and submit with its Bid the Bidder Qualifications Statement which is bound in the Project Manual. Bidders may be asked to furnish additional information to demonstrate their qualifications.
- 5.03 Bids will be received only from contractors who are licensed or registered by the State of Michigan and named on the Plan Holders list.

ARTICLE 6 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

6.01 Subsurface and Physical Conditions

- A. The Supplementary Conditions identify:
1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site which have been utilized by Engineer in preparation of the Bidding Documents.
  2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site that have been utilized by Engineer in preparation of the Bidding Documents.
- B. Copies of the reports and drawings referenced in the Supplementary Conditions will be made available through ARC Michigan/Dunn Blue for a fee to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely only as provided in Paragraph 4.02 of the General Conditions, has been identified and established in Paragraph SC-4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

6.02 Underground Facilities - Physical Conditions

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

6.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

- B. Copies of reports and drawings referenced in this Paragraph 6.03 will be made available through ARC Michigan/Dunn Blue for a fee to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph SC-4.06.A of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.
- 6.04 Provisions concerning responsibilities for the adequacy of data, if any, furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unforeseen conditions appear in Paragraphs 4.02, 4.03 and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Bidding Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.
- 6.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder reasonably deems necessary for submission of a Bid. Access to the inside of Plant buildings and structures will not be permitted. Bidder shall fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests and studies. Bidder shall comply with all Laws and Regulations relative to such explorations, investigations, tests and studies. Site access will be granted to the Bidders up to ten days before the bid opening at which time no access will be granted.
- 6.06 A mandatory single Site visit has been scheduled during the Pre-Bid Conference. A second site visit will be scheduled at the Pre-Bid Meeting.
- 6.07 Reference is made to the Section 00110, Advertisement for Bids, for identification of the general nature of other work that is to be performed at the Site by Owner or others that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to Bidder, for examination, access to or copies of the contract documents for such other work.
- 6.08 It is the responsibility of Bidder, before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents and any Addenda;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work including the entity having jurisdiction over the site, the Chartered Township of Ann Arbor's ordinances and standards;
- D. Carefully study all:
  - 1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.
  - 2. Reports and drawings of Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of work (if any) to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding

Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents;

- I. Promptly give Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

6.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon performing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated and expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

#### ARTICLE 7 – MANDATORY PRE-BID CONFERENCE

7.01 See Section 00110, Advertisement for Bids for details.

#### ARTICLE 8 - SITE AND OTHER AREAS

8.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment, to be incorporated into the Work are to be obtained and paid for by Contractor.

#### ARTICLE 9 - INTERPRETATIONS AND ADDENDA

9.01 All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. In order to receive consideration, questions must be received by Engineer at least ten days prior to the date for the opening of Bids. The bid period, specified in the Advertisement for Bids, will not be extended. Interpretations or clarifications considered necessary by Engineer in response to

such questions will be issued by Addenda to all parties recorded by Engineer as having received the Bidding Documents for receipt not later than three days prior to the date for the opening of Bids. Only questions answered by Addenda will be binding. Addenda will be posted on the ARC/Dunn Blue of Michigan Plan Well web site noted in the Advertisement. Oral and other interpretations or clarifications will be without legal effect.

- 9.02 Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by Owner or Engineer. Such Addenda, if any, will be issued in the manner and within the time period stated in Paragraph 9.01.
- 9.03 All requests for interpretations or clarifications shall be in writing and shall be submitted to the following:

Malcolm Pirnie of Michigan Inc.  
1001 Woodward Avenue Suite 1000  
Detroit, Michigan 48170  
Attention: Thomas Porter  
313- 324- 4017  
tom.porter@arcadis-us.com

#### ARTICLE 10 - BID SECURITY

- 10.01 A Bid must be accompanied by Bid security made payable to the Owner in the amount of 5% of Bidder's maximum bid price and in the form of certified check, or bid bond.
- 10.02 Bid bond shall be on the form bound into the Project Manual. Bid bond shall be issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 10.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the bid security will be forfeited to the Owner as liquidated damages for such failure.
- 10.04 The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the 120 day after the Bid

opening whereupon the Bid security furnished by such Bidders will be returned. The Bid security of Bidders whom Owner believes do not have a reasonable chance of receiving an award will be returned within seven days of the Bid opening.

#### ARTICLE 11 - CONTRACT TIMES

- 11.01 The number of days within which or dates by which the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Agreement.

#### ARTICLE 12 - LIQUIDATED AND SPECIAL DAMAGES

- 12.01 Provisions for liquidated and special damages, if any, are set forth in the Agreement.

#### ARTICLE 13 - SUBSTITUTE AND "OR EQUAL" ITEMS

- 13.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which may be supplemented in the General Requirements.
- 13.02 Refer to Section 01630, Substitution Procedures for the period of time after the Effective Date of the Agreement during which the Engineer will accept applications for substitute items of material or equipment.

#### ARTICLE 14 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 14.01 Contractor shall not be required to employ any Subcontractor, Supplier, individual or entity against whom Contractor has reasonable objection.

#### ARTICLE 15 - PREPARATION OF BID

- 15.01 A Bid shall be made on the Bid Form bound in the Project Manual. The Bid Form shall not be separated from the Project Manual nor shall it be altered in any way.



- 15.02 All blanks in the Bid Form shall be completed by printing in ink or by typewriter/computer and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated in both words and numerals for each Bid item listed therein or the words "No Bid", "No Change", or "Not Applicable" entered. Ditto marks shall not be used.
- 15.03 A Bid shall be executed as stated below.
- A. A Bid by an individual shall show the Bidder's name and official address.
  - B. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title shall appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
  - C. A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
  - D. A Bid by a corporation shall be executed in the corporate name by an officer of the corporation and shall be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation and the official corporate address shall be shown below the signature.
  - E. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
  - F. All names shall be typed or printed in ink below the signature.
  - G. If applicable, the Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located.
  - H. Contractor's license or registration number, if any, shall be entered in the space provided on the Bid Form.
- 15.04 The Bid shall contain an acknowledgment of the receipt of all Addenda, the numbers of which shall be filled in at the space provided on the Bid Form.
- 15.05 The address and telephone number for communications regarding the Bid shall be shown.

- 15.06 In addition to the Bid Form, the following listed documents, which are bound in the Project Manual, shall be submitted with the Bid. Each document shall be executed in the manner described in Paragraph 15.03 unless another manner is indicated. Submit two copies of each document.
- A. Bid bond or other form of bid security in accordance with Paragraph 10.01.
  - B. Bidder Qualifications Statement.
  - C. Non-Collusive Bidding Certification.

#### ARTICLE 16 - BASIS OF BIDS; COMPARISON OF BIDS

- 16.01 Series of Lump Sums and Unit Price Items
- A. Bidder shall submit its Bid on the basis of each lump sum item and unit price items as set forth on the Bid Form, and shall compute and enter the total of all lump sum and unit price items in the space provided on the Bid Form.
  - B. For determination of the apparent low Bidder, Bids will be compared on the total of lump sum Bid plus the total of the products of quantity and unit price Bid for each unit price item.
- 16.02 Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### ARTICLE 17 - SUBMITTAL OF BID

- 17.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in Section 00110, Advertisement for Bids.
- 17.02 Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the Project title, the words "BID ENCLOSED - IBT - 4191," the name and address of the Bidder, and its license or registration number, if applicable. Bid shall be accompanied by Bid security and other required documents.
- 17.03 If the Bid shall be delivered to : Ann Arbor Procurement Office, Fifth Floor, City Hall 301 East Huron Street Ann Arbor, Michigan 48104.

## ARTICLE 18 - MODIFICATION OR WITHDRAWAL OF BID

### 18.01 Withdrawal Prior to Bid Opening:

- A. A Bid may be withdrawn by an appropriate document duly executed, in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time fixed for the opening of Bids. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

## ARTICLE 19 - OPENING OF BIDS

- 19.01 Bids will be opened at the time and place where Bids are to be submitted and, unless obviously non-responsive, read aloud publicly. An abstract of the Bids will be made available to Bidders after the opening.
- 19.02 Bids received by mail or otherwise after the date and time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

## ARTICLE 20 - DISQUALIFICATION OF BIDDERS

- 20.01 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

## ARTICLE 21 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 21.01 All Bids shall remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

## ARTICLE 22 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 22.01 Owner reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive any informality not involving price, time or changes in the Work.

- 22.02 Owner reserves the right to reject any Bid not accompanied by specified documentation and Bid security.
- 22.03 Owner reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 22.04 In evaluating Bidders, Owner will consider the qualifications of Bidders, whether or not their Bids comply with the prescribed requirements, the alternatives, if any, the lump sum and unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 22.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to perform the Work in accordance with the Contract Documents. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 22.06 If a Contract is to be awarded, Owner will award the Contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to Article 20 or this Article 22.
- 22.07 Prior to award of the Contract, Contractor shall attend a Pre-Award meeting to be scheduled by the Owner after the comparison of bids. Contractor shall respond to the pre-award questions from the Owner or Engineer in writing on the Contractor's letter head. The pre-award questions will be provided to the Contractor in advance of the Pre-award meeting.

#### ARTICLE 23 - CONTRACT SECURITIES

- 23.01 Performance Bond shall be in the form of Engineers Joint Contract Documents Committee (EJCDC) "Construction Performance Bond", C-610. Payment Bond shall be in the form of EJCDC "Construction Payment Bond", C-615. The amounts of and other requirements for Performance and Payment Bonds are stated in Paragraph 5.01 of the General Conditions. The requirements for delivery of Bonds are stated in Paragraph 2.01 of the General Conditions. Additional requirements may be stated in the Supplementary Conditions.
- 23.02 Successful Bidder shall within 5 days from the date of the Notice of Award deliver to Owner, for Owner's review and approval, the Performance Bond and the Payment Bond Contractor proposes to furnish at the time of the execution of the Agreement.

ARTICLE 24 - CONTRACTOR'S INSURANCE

- 24.01 The requirements for Contractor's insurance are stated in Article 5 of the General Conditions and in the Supplementary Conditions. The requirements for delivery of certificates of insurance are stated in Paragraph 2.01.B of the General Conditions.
- 24.02 Successful Bidder shall within 5 days from the date of the Notice of Award deliver to Owner, for review and approval, the required policies of insurance. Upon approval, the policies will be returned to the Bidder and Bidder shall submit certificates of insurance to the Owner as stated in the General Conditions.

ARTICLE 25 - SIGNING OF AGREEMENT

- 25.01 When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner will deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 26 - NOTICE TO PROCEED

- 26.01 Issuance of the Notice to Proceed shall be as stated in Article 2 of the General Conditions.

ARTICLE 27 - PARTNERING (NOT USED)

ARTICLE 28 - SALES AND USE TAXES

- 28.01 Refer to Supplementary Conditions paragraph SC-6.10 for information on Owner's exemption from sales and use taxes on materials and equipment to be incorporated into the Work.

ARTICLE 29 - ADDITIONAL REQUIREMENTS (NOT USED)

Engineer: Malcolm Pirnie of Michigan, Inc. Owner: City of Ann Arbor, Michigan

Address: 1001 Woodward Ave. Suite 1000 By:  
Detroit, MI 48226  
Attn: Thomas Porter  
Phone 313-324-4017  
Email Address – tom.porter@arcadis-us.com

++ END OF INSTRUCTIONS TO BIDDERS ++

**BID FORM**

**City of Ann Arbor, Michigan  
Facilities Renovations at the Ann Arbor Wastewater Treatment Plant**

**SRF Project No. 5441-01**

**TABLE OF ARTICLES**

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Basis of Bid
5. Time of Completion
6. Attachments to this Bid
7. Defined Terms
8. Bid Submittal

**ARTICLE 1 - BID RECIPIENT**

- 1.01 This Bid is submitted to:

City of Ann Arbor  
Procurement Office, Fifth Floor  
City Hall,  
301 East Huron Street  
Ann Arbor, Michigan 48104

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign the Agreement and will furnish the





required contract security, and other required documents within the time periods set forth in the Bidding Documents.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
<u>1</u>	<u>12-2-11</u>	<u>4</u>	<u>12-28-11</u>
<u>2</u>	<u>12-12-11</u>	<u>5</u>	<u>1-5-12</u>
<u>3</u>	<u>12-20-11</u>	<u>6</u>	<u>1-6-12</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, which that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.



- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work (if any) to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

3.02 Bidder further represents that:

- A. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding;
- C. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner; and
- D. No person or persons acting in any official capacity for the Owner are directly or indirectly interested in this Bid, or in any portion of the profit thereof.
- E. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.E;
  - 1. "Corrupt practice" means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process
  - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid



prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

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

#### ARTICLE 4 - BASIS OF BID

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

In order for a Bid to be responsive, a bid price must be provided for each Lump Sum and Unit Price Work Item listed on the Bid Form for the Contract.

#### A. LUMP SUM ITEMS

(Amounts to be shown in both words and numerals.)

1. General Construction, being all Work required by the Contract Documents except that work specifically included in Items A.2., A.3., A.4., A.5., Item B - Unit Price Items, Item C - Cash Allowances and Item D - Contingency Allowances below

Lump Sum Price of Eighty five million two hundred and  
(words)

thirty eight thousand three hundred fifteen Dollars  
(words)

and No Cents (\$ 85,238,315 ).  
(numerals)

2. Single Stage Centrifugal Air Blowers - East Plant

Lump Sum Price of Two Million One Hundred Forty One Thousand  
(words)

Five Hundred Twenty Five Dollars  
(words)

and No Cents (\$ 2,141,525 ).  
(numerals)



3. Single Stage Centrifugal Air Blowers – West Plant

Lump Sum Price of One Million Eighty Five Thousand One Hundred  
(words)  
Fifty Dollars  
(words)  
and No Cents (\$ 1,085,150 ).  
(numerals)

4. Dewatering of the Upper Aquifer During Construction

Lump Sum Price of TWO HUNDRED THIRTY  
(words)  
THOUSAND Dollars  
(words)  
and No Cents (\$ 230,000 ).  
(numerals)

5. Depressurization of Lower Artesian Aquifer During Construction

Lump Sum Price of ONE Million Three Hundred  
(words)  
Seventy THOUSAND Dollars  
(words)  
and No Cents (\$ 1,370,000 ).  
(numerals)

**B. UNIT PRICE ITEMS**

(Amounts to be shown in both words and numerals.)

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
6. Drilled Piers	4,500 LF	\$ <u>67</u> /LF	\$ <u>301,500</u>
Unit Price of <u>SIXTY SEVEN</u> Dollars (words)			
and <u>No</u> Cents / LF (\$ <u>67</u> ). (numerals)			





	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
7.	NOT USED			
8.	NOT USED			
9.	Miscellaneous Repairs:			
9a.	Brick Repointing	4,870 SF	\$ <u>12</u> /SF	\$ <u>58,440</u>
	Unit Price of <u>TWELVE</u>			Dollars
	and <u>No</u>	(words)	Cents / SF (\$ <u>12</u> )	(numerals)
9b.	Concrete Curb Replacement	300 LF	\$ <u>55</u> /LF	\$ <u>16,500</u>
	Unit Price of <u>FIFTY FIVE</u>			Dollars
	and <u>No</u>	(words)	Cents / LF (\$ <u>55</u> )	(numerals)
9c.	Concrete Curb and Railing Replacement	100 LF	\$ <u>95</u> /LF	\$ <u>9,500</u>
	Unit Price of <u>NINETY FIVE</u>			Dollars
	and <u>No</u>	(words)	Cents / LF (\$ <u>95</u> )	(numerals)
9d.	Concrete Corner Spall Repair	758 SF	\$ <u>75</u> /SF	\$ <u>56,850</u>
	Unit Price of <u>SEVENTY FIVE</u>			Dollars
	and <u>No</u>	(words)	Cents / SF (\$ <u>75</u> )	(numerals)
9e.	Concrete Crack Injection Repair	3,460 LF	\$ <u>22</u> /LF	\$ <u>76,120</u>
	Unit Price of <u>TWENTY TWO</u>			Dollars
	and <u>No</u>	(words)	Cents / LF (\$ <u>22</u> )	(numerals)



	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
9f.	Curb Railing and Railing Replacement	60 LF	\$ <u>65</u> /LF	\$ <u>3,900</u>
	Unit Price of <u>SIXTY FIVE</u>			Dollars
	and <u>No</u>	(words)	Cents / LF (\$ <u>65</u> )	(numerals)
9g.	Equipment Pad Replacement	270 SF	\$ <u>15</u> /SF	\$ <u>4,050</u>
	Unit Price of <u>FIFTEEN</u>			Dollars
	and <u>No</u>	(words)	Cents / SF (\$ <u>15</u> )	(numerals)
9h.	Expansion Joint Repair All submerged joints to 12- inches above waterline	530 LF	\$ <u>23</u> /LF	\$ <u>12,190</u>
	Unit Price of <u>TWENTY THREE</u>			Dollars
	and <u>No</u>	(words)	Cents / LF (\$ <u>23</u> )	(numerals)
9i.	Expansion Joint Repair Located in the roof, not submerged	1,482 LF	\$ <u>17</u> /LF	\$ <u>25,194</u>
	Unit Price of <u>SEVENTEEN</u>			Dollars
	and <u>No</u>	(words)	Cents / LF (\$ <u>17</u> )	(numerals)
9j.	Exposed Reinforcing Repair	430 LF	\$ <u>40</u> /LF	\$ <u>17,200</u>
	Unit Price of <u>FORTY</u>			Dollars
	and <u>No</u>	(words)	Cents / LF (\$ <u>40</u> )	(numerals)



<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
9k. NOT USED			
9l. Masonry Control Joint Caulking Repair	1,180 LF	\$ <u>6</u> /LF	\$ <u>7,080</u>
Unit Price of <u>SIX</u> Dollars (words)			
and <u>No</u> Cents / LF (\$ <u>6</u> ) (numerals)			
9m. Masonry Lintel Repair	130 LF	\$ <u>140</u> /LF	\$ <u>18,200</u>
Unit Price of <u>ONE HUNDRED FORTY</u> Dollars (words)			
and <u>No</u> Cents / LF (\$ <u>140</u> ) (numerals)			
9n. Masonry Lintel Replacement and Conditioning	130 LF	\$ <u>145</u> /LF	\$ <u>18,850</u>
Unit Price of <u>ONE HUNDRED FORTY FIVE</u> Dollars (words)			
and <u>No</u> Cents / LF (\$ <u>145</u> ) (numerals)			
9o. Overhead Concrete Corner Spall Repair - Greater than 8 feet above finish floor	52 SF	\$ <u>145</u> /SF	\$ <u>7,540</u>
Unit Price of <u>ONE HUNDRED FORTY FIVE</u> Dollars (words)			
and <u>No</u> Cents / SF (\$ <u>145</u> ) (numerals)			



	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
9p.	Overhead Concrete Crack Injection - Greater than 8 feet above finish floor	688 LF	\$ <u>26</u> /LF	\$ <u>17,888</u>
	Unit Price of <u>TWENTY SIX</u> Dollars (words)			
	and <u>No</u> Cents / LF (\$ <u>26</u> ) (numerals)			
9q.	Overhead Exposed Reinforcing Repair - Greater than 8 feet above finish floor	170 LF	\$ <u>47</u> /LF	\$ <u>7,990</u>
	Unit Price of <u>FORTY SEVEN</u> Dollars (words)			
	and <u>No</u> Cents / LF (\$ <u>47</u> ) (numerals)			
9r.	Overhead Concrete Surface Spall Repair - Greater than 8 feet above finish floor	397 SF	\$ <u>50</u> /SF	\$ <u>19,850</u>
	Unit Price of <u>FIFTY</u> Dollars (words)			
	and <u>No</u> Cents / SF (\$ <u>50</u> ) (numerals)			
9s.	Protective Slurry Mortar All submerged surfaces to 12-inches above waterline	40,000 SF	\$ <u>4</u> /SF	\$ <u>160,000</u>
	Unit Price of <u>FOUR</u> Dollars (words)			
	and <u>No</u> Cents / SF (\$ <u>4</u> ) (numerals)			
9t.	Railing Replacement	1,000 LF	\$ <u>65</u> /LF	\$ <u>65,000</u>
	Unit Price of <u>SIXTY FIVE</u> Dollars (words)			
	and <u>No</u> Cents / LF (\$ <u>65</u> ) (numerals)			





	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
9u.	Railing Replacement - 157 LF at Influent Splitter Remainder of quantity as directed by Engineer	900 LF	\$ <u>65</u> /LF	\$ <u>58,500</u>
	Unit Price of <u>SIXTY FIVE</u> Dollars	(words)		
	and <u>No</u> Cents / LF (\$ <u>65</u> )	(numerals)		
9v.	Concrete Removal and Replacement	20 CF	\$ <u>225</u> /CF	\$ <u>4,500</u>
	Unit Price of <u>TWO HUNDRED TWENTY FIVE</u> Dollars	(words)		
	and <u>No</u> Cents / CF (\$ <u>225</u> )	(numerals)		
9w.	NOT USED			
9x.	Concrete Surface Spall Repair	4,638 SF	\$ <u>52</u> /SF	\$ <u>241,176</u>
	Unit Price of <u>FIFTY TWO</u> Dollars	(words)		
	and <u>No</u> Cents / SF (\$ <u>52</u> )	(numerals)		
10.	Test Pits and Utility Investigations	100 Test Pits	\$ <u>500</u> /Test Pit	\$ <u>50,000</u>
	Unit Price of <u>FIVE HUNDRED</u> Dollars	(words)		
	and <u>No</u> Cents / Test Pit (\$ <u>500</u> )	(numerals)		
11.	Additional Lower Artesian Aquifer Dewatering Wells	12 Wells	\$ <u>42,166</u> /Well	\$ <u>505,992</u>
	Unit Price of <u>FORTY TWO THOUSAND ONE HUNDRED SIXTY SIX</u> Dollars	(words)		
	and <u>No</u> Cents / Well (\$ <u>42,166</u> )	(numerals)		



**C. CASH ALLOWANCES**

(Amounts to be shown in both words and numerals.)

**12. Administration Building Furniture and Office Requirements**

Cash Allowance of Two Hundred Thousand Dollars  
(words)  
and No Cents (\$ 200,000 ).  
(numerals)

**D. CONTINGENCY ALLOWANCES**

(Amounts to be shown in both words and numerals.)

**13. NOT USED**

**14. DTE Electrical Utility Work**

Contingency Allowance of Twentyfive Thousand Dollars  
(words)  
and No Cents (\$ 25,000 ).  
(numerals)

**15. Ann Arbor Township Permits and Inspections**

Contingency Allowance of One Hundred Thousand Dollars  
(words)  
and No Cents (\$ 100,000 ).  
(numerals)

**16. Other Permits Required to Complete the Work**

Contingency Allowance of Fifty Thousand Dollars  
(words)  
and No Cents (\$ 50,000 ).  
(numerals)



17. Replacement of 4 Domestic Wells and Restoration of 6 Domestic Wells during Dewatering of the Upper Aquifer

Contingency Allowance of One Hundred Thousand Dollars  
(words)  
and No Cents (\$ 100,000 ).  
(numerals)

18. Replacement of 10 Domestic Wells and Restoration of 27 Domestic Wells during Depressurizing of the Lower Artesian Aquifer

Contingency Allowance of One Hundred Seventy Five Thousand Dollars  
(words)  
and No Cents (\$ 175,000 ).  
(numerals)

19. Additional Rehabilitation of East Plant Clarifiers

Contingency Allowance of Two Hundred and Fifty Thousand Dollars  
(words)  
and No Cents (\$ 250,000 ).  
(numerals)

20. Contaminated Soil Excavation, Transportation and Disposal

Contingency Allowance of Two Hundred Thousand Dollars  
(words)  
and No Cents (\$ 200,000 ).  
(numerals)

TOTAL BID (Total of All Bid Items)

Ninty ~~two~~ million nine hundred twenty nine thousand  
pm (words) Dollars  
(words)  
and No Cents \$ 92,929,000  
(words) (numerals)



**WALSH CONSTRUCTION COMPANY II, LLC - LIST OF SUBCONTRACTORS**  
**ANN ARBOR WASTEWATER TREATMENT PLANT**  
**FACILITIES RENOVATIONS**  
**SRF NOS. 5441-01, 02, 03, 04 & 99**  
**ITB NO. 4191**

DIVISION	TRADE	SUBCONTRACTOR
1	Mat'l Testing	McDowel
2	Geotech Instrumentation	GZA
2	Demo	Pitsch Enterprises
2	Asbestos Abatement	National Environmental
2	Waste Mat'l Removal, Transport & Disposal	National Environmental
2	Sludge Removal	National Environmental
2	Construction Dewatering	Contract Dewatering Services
2	Landscaping	WH Canon
2	Fencing	Industrial
2	Asphalt Paving	Cadillac
3	Precast Concrete	KerKstra
3	Reinforcement Installer	Whaley
3	Reinforcement Fabricator	Hymmco
3	Concrete Supplier	Doan
4	Masonry	Navetta
5	Steel	DM Howard
7	Roofing	Professional
7	Waterproofing	DRV
8	Glass and Glazing	Modern
8	Doors and Frames Supply	Norwood
9	Gypsum/Rough Carpentry	Denn-Co
9	Ceramic Tile	Boston Tile
9	Painting/Coatings	Future
10	Lockers & Benches	Lightning
14	Elevator	Schlinder
14	Hoisting Equipment	Mich. Industrial Systems
15	Fire Supression	Simplex
15	Mechanical	Decal
16	Electrical	Motorcity
17	Controls	Motorcity

1872  
1873  
1874  
1875

1876  
1877  
1878  
1879  
1880

1881  
1882  
1883

1884  
1885  
1886  
1887  
1888



- 4.02 Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- 4.03 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work Items will be based on actual quantities of Unit Price Work, determined as provided in the Contract Documents.
- 4.04 All specified cash allowances are included in the price(s) set forth above and have been completed in accordance with Paragraph 11.02 of the General Conditions.
- 4.05 The Bidder shall base the Bid upon the specified and named "(A)" equipment supplier as listed in the following Materials and Equipment Schedule. If more than one "(A)" equipment supplier is listed for the same equipment, then the Bidder shall choose and base the Bid upon the one chosen. If a substitute "(B)" equipment supplier is proposed and it is determined that this substitute equipment supplier is not determined to be "equal" then the "(A)" equipment supplier shall be used.
- 4.06 Declaration of Equipment Suppliers

**A. Proposed Deducts for Substitutes to Base Bid Materials and Equipment**

The Bidder may propose equipment/supplier alternates on the following Materials and Equipment Schedule by writing in an equal substitute, and by writing in the amount of deduct offered for the proposed equipment/supplier substitute. Where no space is provided on the Schedule for a write-in substitute, no such substitute will be considered.

Design of this project is based upon an (A) named equipment/supplier as listed in the Materials and Equipment Schedule. Should a Bidder propose an equipment/supplier substitute, he shall include in his Bid any and all additional construction costs associated with the substitute and reimbursement to the Owner for any incurred engineering redesign costs associated with the alternate. The Bid shall also include any paid-up licenses necessary for the use of the equipment if required by the manufacturer.

No equipment/supplier substitute will be considered unless a deduct is offered and, in the opinion of the Owner, it conforms to the requirements of the Contract Documents in all respects except for make, manufacturer, and minor details. Equipment/supplier substitutes will generally be deemed "equal" provided that, in the opinion of the Owner, the substitute is the same or better than a named (A) equipment/supplier in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project requirements will be made by the Owner. Owner's allowance of an equipment/supplier substitute will constitute neither a waiver of the requirements of the Contract Documents nor



agreement by the Owner that the substitute is equal to a named (A) equipment/supplier.

The Owner reserves the right to deny approval of any proposed equipment supplier substitute that does not comply with the Specifications, even though listed herein. Acceptance of the Bid does not constitute nor imply approval of the proposed equipment supplier substitute.

Should a proposed substitute or write-in substitute be determined "not equal" or "not desired" by the Owner, or should no proposed alternate be indicated; then the Bidder must provide a named (A) equipment/supplier listed in the Materials and Equipment Schedule.

**B. Submittal Requirement for Proposed (Write-In) Equipment/Supplier Alternates**

Bidder shall submit information with its Bid, as described below for the Owner's use in determining the equality or desirability of proposed unnamed (write-in) equipment/supplier substitutes. Bidder's failure to comply with the following requirements will result in a determination by the Owner that the proposed substitute is "not desired".

For each proposed unnamed (write-in) equipment/supplier substitute, Bidder shall submit with its Bid one set of drawings, specifications, complete descriptive material, a detailed listing of proposed equipment, and other information, including, but not limited to, the following:

1. Dimensional and weight information on components and assemblies.
2. Catalog information.
3. Manufacturer's specifications, including material descriptions and paint systems descriptions.
4. Complete listing of exceptions to the requirements of the Contract Documents.
5. Performance data.
6. Horsepower of all motors.
7. Utility requirements (water, electric power, air, etc.)
8. Address and phone number of nearest parts/repair service centers and nearest manufacturer's representative.
9. A listing of the three most recent installations where similar equipment by the manufacturer is currently in service, including contact names and telephone numbers for the Owner and installation Contractor.
10. Written description and drawings regarding all changes and modifications to the work necessary to adapt the equipment to the arrangements shown or function described in the Contract Documents.
11. Time of delivery.
12. A one-to-one comparison of the (A) named equipment/supplier information to the substitute equipment/supplier information shall be submitted by the contractor to facilitate the review of proposed equipment/supplier substitutes.



C. Base Bid Materials and Equipment Schedule

Section Number	Description	Equipment Supplier	Amount of Deduct for Substitute Equipment
11110	Vertical Lineshaft Pumps	(A) Aurora Verti-Line Propeller Pump (B) _____ (Substitute)	XXXXXX \$ _____
11115	End Suction Horizontal Chopper Pump – Dry Pit	(A) Vaughan Co., Inc. (B) _____ (Substitute)	XXXXXX \$ _____
11116	End Suction Pumps – Dry Pit, RAS Pumps	(A) KSB Sewabloc (B) _____ (Substitute)	XXXXXX \$ _____
11116	End Suction Pumps – Dry Pit, WAS Pumps	(A) KSB Sewatec (B) _____ (Substitute)	XXXXXX \$ _____
11116	End Suction Pumps – Dry Pit, Aeration Tank Drain Pumps	(A) KSB Sewatec (B) _____ (Substitute)	XXXXXX \$ _____
11121	Recessed Impeller Centrifugal Pumps	(A) Wemco Division, Envirotech Corporation (A) Morris Pumps Series 6100 Type CT (B) _____ (Substitute)	XXXXXX XXXXXX \$ _____
11125	Progressing Cavity Pumps	(A) Moyno Pump Div., Robbins & Myers, Inc. (B) _____ (Substitute)	XXXXXX \$ _____
11139	Sample Pumps	(A) KSB (B) _____ (Substitute)	XXXXXX \$ _____
11242	Ferric Chloride Feed Equipment	(A) Master Flex (B) _____ (Substitute)	XXXXXX \$ _____
11220	In-Line Grinders	(A) Moyno Pumpliner (B) _____ (Substitute)	XXXXXX \$ _____



Section Number	Description	Equipment Supplier	Amount of Deduct for Substitute Equipment
11287	Stainless Steel Slide Gates	(A) Rodney Hunt Company (A) Waterman Industries (A) H. Fontaine Ltd. (B) _____ (Substitute)	XXXXXX XXXXXX XXXXXX \$ _____
11289	Sluice Gates and Appurtenances	(A) Rodney Hunt Company (A) Waterman Industries (B) _____ (Substitute)	XXXXXX XXXXXX \$ _____
11310	Vertical Axial Flow Mixing Equipment	(A) Philadelphia Mixer (A) Lightnin (A) Chemineer	XXXXXX XXXXXX XXXXXX
11336	Secondary Circular Clarifier Mechanisms, Siphon Type	(A) Siemens Water Technologies Inc. (A) Eimco Water Technologies (A) WesTech Engineering (B) _____ (Substitute)	XXXXXX XXXXXX XXXXXX \$ _____
11337	Secondary Circular Clarifier Mechanisms Rehabilitation, Siphon Type	(A) Siemens Water Technologies (A) Eimco Water Technologies (A) WesTech Engineering (B) _____ (Substitute)	XXXXXX XXXXXX XXXXXX \$ _____
11350	Primary Clarifier Circular Clarifier Mechanisms Rehabilitation	(A) Siemens Water Technologies (A) Eimco Water Technologies (A) WesTech Engineering (B) _____ (Substitute)	XXXXXX XXXXXX XXXXXX \$ _____
11351	Primary Circular Clarifier Mechanisms, Scraper Type	(A) Siemens Water Technologies (A) Eimco Water Technologies (A) WesTech Engineering (B) _____ (Substitute)	XXXXXX XXXXXX XXXXXX \$ _____





Section Number	Description	Equipment Supplier	Amount of Deduct for Substitute Equipment
11440	Tablet Chlorination System	(A) Acc-Tab Power Pro (B) _____ (Substitute)	XXXXXX \$ _____
11611E	Single Stage Centrifugal Air Blowers – East Plant	(A) Turblex	XXXXXX
11611W	Single Stage Centrifugal Air Blowers – West Plant	(A) Turblex	XXXXXX
11612	Rotary Positive Displacement Blowers	(A) Kaeser (A) Aerzen	XXXXXX XXXXXX
11631	DM Fine Bubble Diffused Aeration Equipment (Flexible Membrane Disc Diffusers)	(X) WWW-Sanitaire (A) Environmental Dynamics Inc. (A) SSI Aeration (B) _____ (Substitute)	XXXXXX XXXXXX XXXXXX \$ _____
11636	Channel Aeration Equipment	(A) WWW-Sanitaire (B) _____ (Substitute)	XXXXXX \$ _____
11800	Automatic Flow-Through Samplers	(A) Teledyne Isco, Inc. (B) _____ (Substitute)	XXXXXX \$ _____
13201	Fiberglass Reinforced Plastic Tanks for Storing Liquid Chemicals	(A) Augusta Fiberglass Corp. (A) Plas-Tanks Industries, Inc. (A) RL Industries, Inc.	XXXXXX XXXXXX XXXXXX
13420	Level Transmitter – Ultrasonic Type	(A) Siemens Milltronics (B) _____ (Substitute)	XXXXXX \$ _____
13420	Level Transmitter – Radar Type	(A) Siemens (B) _____ (Substitute)	XXXXXX \$ _____
13420	Magnetic Flowtube and Transmitter	(A) ABB (B) _____ (Substitute)	XXXXXX XXXXXX XXXXXX \$ _____
13460	Control Panels, Enclosures, and Panel Instruments	(A) Allen Bradley	XXXXXX



Section Number	Description	Equipment Supplier	Amount of Deduct for Substitute Equipment
16232/ 16344/ 16350	Engine Generator System/ 15 kV Metal Clad Switchgear/Medium Voltage Power System Automatic Controls	(A) Caterpillar (A) Cummins (B) _____  (Substitute)	XXXXXX XXXXXX \$ _____
16272	Secondary Unit Substations	(A) General Electric Co. (A) Eaton (Cutler-Hammer) (A) Square D (B) _____  (Substitute)	XXXXXX XXXXXX XXXXXX \$ _____
16342	5 kV Metal Clad Switchgear	(A) General Electric (A) Eaton (Cutler-Hammer) (A) Square D (A) Siemens	XXXXXX XXXXXX XXXXXX
16348	Medium Voltage Motor Starters	(A) General Electric (A) Eaton (Cutler-Hammer) (A) Allen Bradley (A) Square D (A) Siemens	XXXXXX XXXXXX XXXXXX XXXXXX
16423	Motor Control Centers	(A) General Electric (A) Square D (A) Eaton (Cutler-Hammer) (A) Allen Bradley (A) Siemens	XXXXXX XXXXXX XXXXXX XXXXXX

#### ARTICLE 5 - TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and completed on or before the dates or within the number of calendar days indicated in the Agreement and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the Work within the Contract Times.

#### ARTICLE 6 - ATTACHMENTS TO THIS BID

- 6.01 The following documents are attached to and made a condition of this Bid:



- A. Required Bid security.
- B. Required Bidder Qualifications Statement with supporting data.
- C. A tabulation of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid.
- D. Affidavit of non-collusion.

**ARTICLE 7 - DEFINED TERMS**

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.



**ARTICLE 8 - BID SUBMITTAL**

8.01 This Bid submitted on 1-11, 2012 by:

If Bidder is:

~~**An Individual**~~

Name (Typed or Printed): \_\_\_\_\_

By \_\_\_\_\_  
(Individual's Signature)

Doing business as \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_

~~**A Partnership**~~

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of General Partner - Attach evidence of authority to sign)

(Name (Typed or Printed): \_\_\_\_\_

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_





A Corporation

Corporation Name: \_\_\_\_\_

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Signature - Attach evidence of authority to sign)

Name and Title (Typed or Printed): \_\_\_\_\_

(CORPORATE  
SEAL)

Attest: \_\_\_\_\_  
(Secretary)

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Limited Liability Company

By: Walsh Construction Company II LLC  
(Firm Name)

Illinois  
(State of Formation)

By: David A. Marchiori  
(Signature of Member/Authorized to Sign)

David A. Marchiori, Vice President  
(Printed or Typed Name and Title of Member Authorized to Sign)  
(Attach evidence of authority to sign.)





The Walsh Group

**RESOLUTION BY BOARD OF DIRECTORS OF  
WALSH CONSTRUCTION GROUP, LLC**

I hereby certify that I am the Secretary of Walsh Construction Group, LLC, a limited liability company formed under the laws of the State of Illinois, and that the following is a correct and true copy of a resolution duly and unanimously adopted by the Directors/Managers of Walsh Construction Group, LLC, as the sole Manager of

**WALSH CONSTRUCTION COMPANY II, LLC**

a limited liability company (hereinafter the "Company") organized under the laws of the State of Illinois, by unanimous consent and which shall have the same force and effect as though adopted at a special meeting held the 15<sup>th</sup> day of June 2011, duly adopted in accordance with the Illinois Limited Liability Company Act and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the Company's limited liability agreement.

BE IT RESOLVED by this Board of Directors/Managers that the following individuals, in addition to any other individuals previously authorized by resolution, are and shall hereinafter be duly authorized to execute legal documents which bind WALSH CONSTRUCTION COMPANY II, LLC, including but not limited to bid proposal documents, and contracts:

DAVID A. MARCHIORI

BE IT FURTHER RESOLVED that the foregoing resolution shall continue in force until express written notice of its recession or modification has been received.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Walsh Construction Group, LLC this 24<sup>th</sup> day of August 2011.

Matthew M. Walsh IV  
Secretary  
Walsh Construction Group, LLC

(SEAL)



License or Registration Number: \_\_\_\_\_

Business Address: 3011 W. Grand Blvd. Ste 2300

Detroit MI 48202

Phone No.: 313 873 6600 Facsimile: 313 873 6633

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_

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

(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): \_\_\_\_\_

(Title)

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

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

(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): \_\_\_\_\_

(Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address: \_\_\_\_\_

Phone and Fax number and address for receipt of communications to joint venture:

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

++ END OF BID FORM ++



**NON-COLLUSION AFFIDAVIT**

(Completion of this affidavit is required;  
the completed affidavit is to be submitted with the Bid.)

**SUBMITTED TO:**

City of Ann Arbor  
Procurement Office, Fifth Floor  
301 E. Huron Street  
Ann Arbor, Michigan 48104

**SUBMITTED FOR:**

City of Ann Arbor Wastewater Treatment Plant  
Facilities Renovation Project, ITB No. 4191

**SUBMITTED BY:**

Name of Organization: Walsh Construction Company II LLC  
(Print or Type Name of Bidder)

Name of Individual: David A. Marchioni David A Marchioni

Title: Vice President

Business Address: 3011 W. Grand Blvd Ste 2300  
Detroit MI 48202  
313 873 6600





STATE OF Michigan )  
 ) S.S.  
COUNTY OF Wayne )

I, David A. Marchiori, of the City of Detroit  
in the County of Wayne and the Commonwealth/State of Michigan  
of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President of Walsh Construction Company II LLC  
the Bidder submitting the Bid for the City of Ann Arbor Wastewater Treatment Plant Facilities  
Renovation Project, ITB No. 4191, and that I executed the said Bid to the City of Ann Arbor  
("Owner") with full authority to do so; that the Bidder has not, directly or indirectly, entered into  
any agreement, participated in any collusion, or otherwise taken any action in restraint of free,  
competitive bidding in connection with the Project; and that all statements contained in said Bid  
and in this affidavit are true and correct, and made with full knowledge that the Owner, relative  
to awarding the Contract, relies upon the truth of the statements contained in the Bid and in the  
statements and representations in this affidavit.

I further warrant that no person or selling agency has been employed or retained to solicit  
or secure the Contract upon an agreement or understanding for a commission, percentage,  
brokerage or contingent fee, except bona fide employees or bona fide established commercial or  
selling agencies maintained by Bidder for the purpose of securing business.

I have not been convicted or found liable for any act prohibited by Laws or Regulations  
in any jurisdiction involving conspiracy or collusion with respect to bidding on any public  
contract within the last three years.

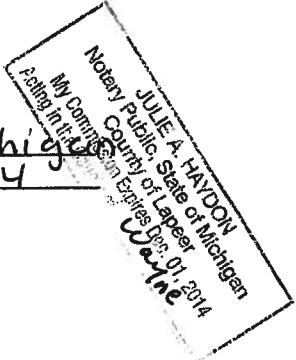
A conviction or finding of liability for any act prohibited by Laws or Regulations in any  
jurisdiction involving conspiracy or collusion with respect to bidding on any public contract  
within the last three years may, at Owner's discretion, be grounds for the Owner to decline  
awarding the Contract to Bidder on the basis of lack of responsibility.

For breach or violation of this warranty the Owner shall have the right to annul the  
Contract without liability or in its discretion to deduct from the Contract Price or consideration  
the full amount of such commission, percentage, brokerage or contingent fee.

BIDDER  
Company Name: Walsh Construction Company II LLC  
Signature: David A. Marchiori  
Typed Name: David A Marchiori  
Title: Vice President

Subscribed and sworn to before me in Wayne County, 9am, this 10<sup>th</sup> day  
of January, 2012

Julie A. Hayden  
Julie A. Hayden, Notary Public  
Wayne County, Michigan  
My commission expires 12-01-2014



++ END OF NON-COLLUSION AFFIDAVIT ++



**BID BOND**  
**(Penal Sum Form)**

Any singular reference to Bidder, Surety, Owner or other party shall be  
considered plural where applicable

**BIDDER (Name and Address):**

Walsh Construction Company II, LLC  
3011 W. Grand Boulevard, Fischer Building Suite 2300  
Detroit, Michigan 48202

**SURETY (Name and Address of Principal Place of Business):**

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**OWNER:**

City of Ann Arbor, Michigan  
49 Old Dixboro Road, Ann Arbor, Michigan 48105

**BID**

Bid Due Date: January 11, 2012

Project: Ann Arbor Wastewater Treatment Plant Facilities Renovations  
IBT NO. 4191

**BOND**

Bond Number: 5676997

Date: (Not later than Bid due date): January 11, 2012

Penal Sum: Five Percent of Amount Bid

5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

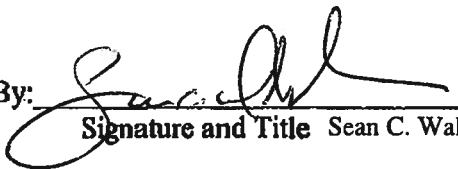
**BIDDER**

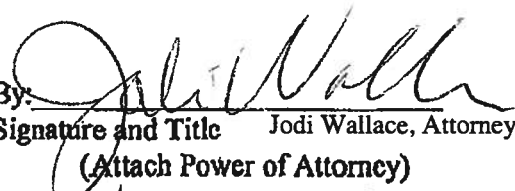
Walsh Construction Company II, LLC (Seal)  
Bidder's Name and Corporate Seal

**SURETY**

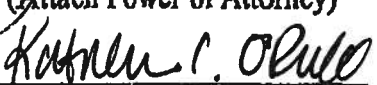
Travelers Casualty and Surety  
Company of America (Seal)  
Surety's Name and Corporate Seal



By:   
Signature and Title Sean C. Walsh, President

By:   
Signature and Title Jodi Wallace, Attorney-in-Fact  
(Attach Power of Attorney)

Attest:   
Signature and Title Brian R. Walsh, Secretary

Attest:   
Signature and Title Kathleen C. O'Rourke, Witness

- 
- Notes: (1) Above addresses are to be used for giving required notice.  
(2) Adapted from EJCDC No. C-430 2002 Edition (1990 Edition).



1.0 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2.0 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3.0 This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5.0 hereof).

4.0 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.0 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.0 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4.0 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.0 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.0 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.0 Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.0 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.0 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

++END OF BID BOND++





**[THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**



**CERTIFICATE OF AUTHORITY**

Michigan Insurance Bureau

Effective Date: July 1, 1997

THIS IS TO CERTIFY, that

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

(Connecticut stock insurer)

NAIC No. 31194

is authorized in Michigan to transact the business of insurance, as defined in

- Chapter 06 - Section 606 - Disability
- Chapter 06 - Section 610 - Property
- Chapter 06 - Section 614 - Ocean Marine
- Chapter 06 - Section 616 - Inland Marine
- Chapter 06 - Section 620 - Automobile Insurance - limited
- Chapter 06 - Section 624 - SubSection 1a - Casualty: Steam Boiler, Flywheel & Machinery
- Chapter 06 - Section 624 - SubSection 1b - Casualty: Automobile
- Chapter 06 - Section 624 - SubSection 1b - Casualty: Workers' Compensation
- Chapter 06 - Section 624 - SubSection 1b - Casualty: Liability
- Chapter 06 - Section 624 - SubSection 1c - Casualty: Plate Glass
- Chapter 06 - Section 624 - SubSection 1d - Casualty: Sprinkler and Water Damage
- Chapter 06 - Section 624 - SubSection 1e - Casualty: Credit
- Chapter 06 - Section 624 - SubSection 1f - Casualty: Burglary and Theft
- Chapter 06 - Section 624 - SubSection 1g - Casualty: Livestock
- Chapter 06 - Section 624 - SubSection 1h - Casualty: Malpractice
- Chapter 06 - Section 624 - SubSection 1i - Casualty: Misc - Other
- Chapter 06 - Section 625 - Disability coverage supplemental to Auto Insurance
- Chapter 06 - Section 628 - Surety & Fidelity

of P.A. 218 of 1956 as amended, "The Michigan Insurance Code," so long as the insurer continues to conform to the authority granted by this certificate, its corporate articles, the requirements of P.A. 218 of 1956 and all amendments to it and any limitations, conditions or other matters which have been agreed to from time to time between the insurer and the Commissioner.

This Certificate of Authority is granted subject to the laws of the state of Michigan and, as set forth in Sections 405 and 405a of the Michigan Insurance Code (MCL 500.405 and 500.405a), shall be:

**AUTOMATICALLY REVOKED 90 DAYS AFTER A CHANGE OF CONTROL WHICH HAS NOT RECEIVED PRIOR APPROVAL OR 90 DAYS AFTER THE INSURER OR AN AFFILIATED INSURER IS MADE SUBJECT TO FORMAL DELINQUENCY PROCEEDINGS UNLESS THE INSURER REQUALIFIES FOR A CERTIFICATE OF AUTHORITY UNDER THE PROVISIONS OF THE MICHIGAN INSURANCE CODE.**



*D. Joseph Olson*

\_\_\_\_\_  
Commissioner of Insurance





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224347

Certificate No. 004633060

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kathleen C. O'Rourke, Brian R. Walsh, J. William Ernstrom, Jodi Wallace, and Kerry Pecora

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of December, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 9th day of December, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11 day of January, 2012.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

1.0 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the Work required by the Bidding Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2.0 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3.0 This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5.0 hereof).

4.0 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.0 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.0 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4.0 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.0 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.0 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.0 Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.0 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.0 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

++END OF BID BOND++

[THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]



BIDDER QUALIFICATIONS STATEMENT

(Completion of this statement is required in advance of  
consideration for award of Contract.)

SUBMITTED TO:

City of Ann Arbor  
Ann Arbor Procurement Office,  
301 East Huron St. Fifth Floor, City Hall  
Ann Arbor, Michigan 48104

SUBMITTED FOR:

City of Ann Arbor, Michigan  
Facilities Renovations at the Ann Arbor Wastewater Treatment Plant.  
SRF Project No. 5441-01  
ITB NO. 4191



SUBMITTED BY:

Name of Organization: Walsh Construction Company II LLC  
(Print or Type Name of Bidder)

Name of Individual: David A Marchiori

Title: Vice President

Business Address: 3011 W Grand Blvd Suite 2300  
Detroit MI 48202

Telephone No.: 313 873 6600

Fax No.: 313 873 6633

E-mail Address: ibahou@walshgroup.com <sup>Contact:</sup>  
Sam Bahou

Bidder's Website: www.walshgroup.com

If address and phone number given above is for a branch office, provide address and phone number of principal home office:

Principal Home Office Address: 929 W. Adams  
Chicago IL 60607

Principal Home Office Telephone No.: 312 563 5400

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach additional sheets as required.)

1.0 Bidder's General Business Information

1.1 Check if:

- Corporation       Partnership       Joint Venture       Other  
 Limited Liability Company       Sole Proprietorship



~~If Corporation:~~

~~A. Date and State of Incorporation:~~

---

---

B. List of Executive Officers:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

~~If Partnership:~~

~~A. Date and State of Organization:~~

---

---

B. Current General Partners (name and address for each):

---

---

C. Type of Partnership

- General     Publicly Traded     Limited  
 Limited Liability     Other (describe): \_\_\_\_\_

~~If Joint Venture:~~

~~A. Date and State of Organization:~~

---

---

B. Name, Address, Form of Organization, and State of Organization of Each Joint Venture Partner: (Indicate with an asterisk (\*) the managing or controlling Joint Venturer if applicable):



---

---

---

---

If Limited Liability Company:

A. Date and State of Organization:

09-03-2009  
Illinois

B. Members:

Name	Address
<u>Sean C Walsh</u>	<u>929 W Adams Chicago IL 60607</u>
<u>Brian R Walsh</u>	<u>929 W Adams Chicago IL 60607</u>

~~If Sole Proprietorship:~~

~~A. Date and State of Organization:~~

---

---

~~B. Name and Address of Owner or Owners:~~

---

---

---

~~If Other Type of Organization:~~

~~A. Type of Organization: \_\_\_\_\_~~

~~B. Date and State of Organization:~~

---

---





C. Name and Address of Each Owner or Principal:

---

---

---

---

1.2 Certifications: In addition to the above categories of business entities, indicate whether Bidder's organization is a:

- Disadvantaged Business Enterprise, certified by \_\_\_\_\_
- Minority Business Enterprise, certified by \_\_\_\_\_
- Women's Business Enterprise, certified by \_\_\_\_\_
- Historically Underutilized Business Zone Small Business Concern, certified by \_\_\_\_\_

2.0 How many years has your organization been in business as a general contractor?  
See Attached

3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization. N/A

4.0 Do you plan to subcontract any part of this project? Yes If so, give details.  
\* See Attached

5.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. \* NO

6.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. NO

7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is



"yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. *No*

8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.

9.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed. *See Attached*

10.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations. *See Attached*

11.0 Licenses and Registrations:

11.1 Indicate the jurisdictions in which your firm is legally qualified to practice. Indicate license or registration number for each jurisdiction, if applicable, and type of license or registration. Attach separate sheet as required. *See Attached*

Jurisdiction	License/Registration No.	Type

11.2 In the past five years, has Bidder had any business or professional license suspended or revoked?

No       Yes

If yes, describe on a separate attachment the circumstances, including the jurisdiction and bases for suspension or revocation.

12.0 Provide the following for your performance and payment bond surety:

12.1 Surety Company: *Travelers Casualty & Surety Company of America*

12.2 Agent: *Kathleen O'Rourke*

A. Address: *929 W. Adams Chicago IL 60607*



B. Telephone No.: 312 563 5936

13.0 Provide the following with respect to an accredited banking institution familiar with your organization.

13.1 Name of Bank: The Private Bank

13.2 Address: 135 South LaSalle Suite 200 Chicago IL

13.3 Account Manager: Robert C Bridgman

13.4 Telephone No.: 312 904 7281

14.0 Provide the name, address and telephone number of an individual who represents a major equipment/material supplier whom the Owner may contact for a financial reference: \* see below

15.0 Dated at 8am, this 9<sup>th</sup> day of January, 2012

Bidder: Walsh Construction Company II LLC  
(Print or Type Name of Bidder)

By: David A. Marchiori

David A Marchiori

Title: Vice President

Attachments A, B and C

(Seal, if corporation)

14.0 Credit Reference  
O'Leary's Contractor Equipment  
4554 West North Avenue  
Chicago IL 60639  
773.252.6600



ATTACHMENT A

SCHEDULE A  
PROJECTS IN PROGRESS

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Contract Price</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>	<u>Reference/Contract Include Address and Phone</u>
--	--------------	------------------------------	-----------------------	-------------------------	-----------------------------	---

SEE ATTACHED

**ATTACHMENT B**

**SCHEDULE B  
PROJECTS COMPLETED**

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Date Completed</u>	<u>Contract Price</u>	<u>Percent with Own Forces</u>	<u>Reference/Contract Include Address and Phone</u>
--	--------------	------------------------------	-----------------------	-----------------------	--------------------------------	---

SEE ATTACHED



ATTACHMENT C

SCHEDULE C  
PERSONNEL

<u>Name</u>	<u>Position</u>	<u>Date Started With This Organization</u>	<u>Date Started In Construction</u>	<u>Prior Positions and Experience In Construction</u>
-------------	-----------------	--	---	---

SEE ATTACHED

[THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

BIDDERS QUALIFICATION STATEMENT

**SUBMITTED TO:**

CITY OF ANN ARBOR  
ANN ARBOR PROCUREMENT OFFICE  
301 EAST HURON ST. FIFTH FLOOR, CITY HALL  
ANN ARBOR, MICHIGAN 48104

**SUBMITTED FOR:**

City of Ann Arbor, Michigan  
Facilities Renovations at the Ann Arbor Wastewater Treatment Plant  
SRF Project No. 5441-01  
ITB NO. 4191

**Walsh Construction Company II, LLC Answers from Questions From 0451**

- 2.0 How many years has your organization been in business as a contractor? For joint venture, provide response for each partner, including each partner's participation in other joint ventures.

*Walsh Construction - 118 years*

- 3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization.

*Walsh Construction – No Change*

- 4.0 Do you plan to subcontract any part of this project? YES If so, give details.

*Walsh will subcontract the following trades: Trucking, Traffic Control, Design Services, Masonry, Steel Erection, Roofing, Waterproofing, Joint Sealants, Window Installation, OH Door Installation, Paintings and Coatings, site paving, landscaping, fencing.*

- 5.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name of date of project. If Bidder is Joint Venture or partnership, provide statements for each company that comprises the joint venture or partnership.

*Walsh Construction – No*

- 6.0 Has and officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of



all such occurrences including name of owner, architect or engineer, and surety, and name of date of project. If the Bidder is Joint Venture or partnership, provide statements for each company that comprises the joint venture or partnership.

*Walsh Construction – No*

- 7.0 In the last five years, has your organization or any predecessor organization, failed to substantially complete a project in a timely manner? IF the answer to this question is “yes”, furnish details of all such occurrences including name of owner, architect, or engineer and surety, and name and date of project. If the Bidder is Joint Venture or partnership, provide statements for each company that comprises the joint venture or partnership.

*Walsh Construction – No*



- 11 List the states and categories of construction in which your organization is legally qualified to do business.

Walsh Construction Is a General Contractor able to do business in the Following States:

California  
Connecticut  
Delaware  
District of Columbia  
Illinois  
Indiana  
Iowa  
Kansas  
Kentucky  
Maine  
Maryland  
Massachusetts  
Michigan  
Minnesota  
Missouri  
Montana  
New Jersey  
Ohio  
Oregon  
Pennsylvania  
Puerto Rico  
Rhode Island  
South Dakota  
Washington  
West Virginia  
Wisconsin





**SCHEDULE A  
PROJECTS IN PROGRESS**

Name, Location and Description of Project	Owner	Architect or Engineer	Contract Price	Percent Complete	Scheduled Completion	Reference/Contact Include Address and Phone
<p><b>Torrence Avenue Grade Separation   Chicago, IL</b> Reconstruction with the realignment of 130th Street, Brainard Avenue and Torrence to form one intersection.</p>	<p>Chicago Department of Transportation (CDOT)</p>	<p>Benesch</p>	<p>\$101,800,754</p>	<p>10.3%</p>	<p>April 2015</p>	<p>Douglas West, PE Alfred Benesch &amp; Company 13237 S. Brainard Ave Chicago, IL 60633 773-646-0426 Office</p>
<p><b>I-90 Innerbelt Bridge   Cleveland, OH</b> I-90 Innerbelt WB Bridge over Cuyahoga River. Project also includes work on 16 smaller bridge structures along with 2 miles of roadway reconstruction.</p>	<p>ODOT - District 12</p>	<p>HNTB</p>	<p>\$287,400,000</p>	<p>26%</p>	<p>December 2013</p>	<p>5500 Transportation Blvd Garfield Heights, OH 4125 Craig Hebebrand 216-584-2113</p>
<p><b>Clintondale Pump Station   Clinton Township, MI</b> Construction of new pumping system; including pumps, motors, starter/VFDs, valves and piping along with wet well intake modifications and construction of new buildings to house electrical and mechanical equipment and miscellaneous appurtenances.</p>	<p>Macomb Interceptor Drain Drainage District</p>	<p>METCO</p>	<p>\$22,929,000</p>	<p>0%</p>	<p>December 2013</p>	<p>Lakshman Thallapally METCO 1274 Library St # 400 Detroit, MI 48226-2283 (313) 961-4560</p>
<p><b>Central Corridor Civil East Light Rail   St. Paul, MN</b> Relocation of underground utilities, demolition of roadway paving and equipment, environmental remediation, underground public utilities, drainage, street lighting, light rail track, bridge and retaining wall structures, light rail stations, adjustments to areaways (below ground building spaces), underground communications, signal, and traction power ducts, pull boxes, above and below-grade traffic signal facilities, catenary pole foundations, sidewalks, and roadway pavements.</p>	<p>Metropolitan Council</p>	<p>AECOM</p>	<p>\$205,398,234</p>	<p>40%</p>	<p>June 2013</p>	<p>Metropolitan Council Mark Fuhrmann 540 Fairview Avenue North Ste. 200, Griggs Midway Bldg St. Paul, MN 55104 (651) 602-1000 mark.fuhrmann@metc.state.mn.us</p>
<p><b>Southerly Renewable Energy Facility   Cuyahoga Hts, OH</b> The Renewable Energy Facility is a new steel and masonry building covering approximately 48,000 sf and being about 60 ft in height with 15 ft of this below grade. The building houses process equipment of which the major equipment is polymer systems, dewatering centrifuges, cake storage bins, cake storage pumping and piping, installation of the owner procured incineration equipment, turbine generator and water treatment system. It also houses the electrical switchgear and MCC's, control room, offices, lunchroom, lab, locker and shower facilities as well as the heating, ventilating, air conditioning, plumbing and fire protection to service the facilities.</p>	<p>Northeast Ohio Regional Sewer District (NEORS)</p>	<p>Malcolm Pirnie</p>	<p>\$92,329,000</p>	<p>52%</p>	<p>April 2013</p>	<p>Tom Visel NEORS 3900 Euclid Avenue Cleveland, OH 44115 216-641-3334</p>



SCHEDULE A  
PROJECTS IN PROGRESS

Name, Location and Description of Project	Owner	Architect or Engineer	Contract Price	Percent Complete	Scheduled Completion	Reference/Contact Include Address and Phone
<b>Holtwood Power Plant Expansion Project   Holtwood, PA</b> Expansion of Holtwood Hydro Plant	PPL Generation, LLC		\$237,170,000		December 2012	Allentown, Pennsylvania 18101 Ralph Conforti rkconforti@pplweb.com 610-295-3550
<b>SR65 Marshall Interchange   Pittsburgh, PA</b> Bridge rehabilitation of 18 span and 7 span structures	PennDOT	AECOM	\$19,944,000	20%	October 2012	Brad Miller Engineering District 11-0 Construction Division 45 Thoms Run Rd. Bridgeville, PA 15017 412-429-5062
<b>BNSF Burlington Approach Spans Mississippi River   Burlington, IA</b> Approach span replacement project of the BNSF Railroad Bridge over the Mississippi River. Includes installation of 12' diameter drilled shafts, substructure, and 6 new truss spans.	BNSF Railway Company	HNTB	\$61,494,076	65%	April 2012	100 S. 4th St Burlington, IA 52601 Mark Anderson 319.754.8401 manderson@HNTB.com
<b>PPL Montana Rainbow   Great Falls, MT</b> Rainbow Redevelopment Project. Construct new 60 MW hydro-electric facility including new powerhouse, penstock, flowline canals, and intake structure.	PPL Montana, LLC	URS	Value is between \$75MM and \$100MM *confidential per Owner	86%	April 2012	Mike Magnan PPL Generation, Inc. Two North Ninth Street Allentown, PA 18101 mgmagnan@pplweb.com phone: 610-774-5334
<b>Lehigh/Pohopoco Bridge   Palmerton, PA</b> Project consists of the design-build construction of two dual precast I-beam bridges, approximately 1500' and 900' in length. Also included are approximately 500,000 CY of excavation, construction of a 166,000 SF soil nail wall, a 14,000 SF T-Wall and 2 miles of mainline roadway construction.	Pennsylvania Turnpike Commission	Bridges: Borton-Lawson;  Turnpike: Modjeski and Masters, Inc	\$101,500,000	90%	March 2012	Phil Hawley Pennsylvania Turnpike Commission P.O. Box 67676 Mailstop E.R.O. Harrisburg, PA 17106-7676 610-292-3791
<b>Lockport Canal Walls Reconstruction   Lockport, IL</b> This project consists of the installation of pre-cast concrete panels on the water side of the existing perched canal wall to prevent seepage and to protect the historic man-made canal wall from a catastrophic section breach.	US Army Corps of Engineers	US Army Corps of Engineers, Rock Island District	\$63,851,105	80%	June 2012	Rhonda Johanson Contracting Officer USACE Rock Island District Eastern Area Office 926 SW Adams Street, Suite 110 Peoria, IL 61602 309-794-5312



SCHEDULE A  
PROJECTS IN PROGRESS

Name, Location and Description of Project	Owner	Architect or Engineer	Contract Price	Percent Complete	Scheduled Completion	Reference/Contact Include Address and Phone
<p><b>Mark West Energy - Pipeline   Houston, PA</b> Install 3 ea. - 6" and 2 ea. - 8" steel pipelines in two 8,712 of trenches</p>	Contracting Officer	Michael Baker, Jr., Inc.	\$1,764,500	0%	December 2011	Mark West Liberty Midstream Phillip Biggs 601 Technology Dr. Canonsburg, PA 15317 724-745-0160
<p><b>Alternator Building and Diesel Bldg Addition   Bellevue, OH</b> Construction of the Locomotive alternator change out building, site utility construction and construction of a building extension.</p>	USACE	Urban Engineers, INC	\$2,420,544	16%	December 2011	James Owrey 530 Walnut Street Philadelphia, PA 205-410-2645
<p><b>Mon River Bridge 51H   Denbo, PA</b> The 3200' long bridge consists of seven spans, including a 518' main span, built using balanced cantilever segmental construction to cross the river, two active rail lines and local roads. Cast-in-place concrete construction is being used to form the 89' wide, dual-cell box girders where unique C-shaped piers reach over 200' tall. The bridge includes over 9,000,000 LB of reinforcing steel, 3,300 LF of drilled shafts, 51,000 CY of concrete and 3,000,000 LB of post-tensioning. The structure was bid as an alternate design.</p>			\$95,169,000		December 2011	



Name, Location and Description of Project	LOCATION	OWNER/CLIENT	DESCRIPTION	VALUE	YEAR COMPLETED
R.L. SUTTON WATER RECLAMATION FACILITY	SMYMA, GEORGIA	Cobb County Water System	Walsh Construction was the General Contractor of the new 80MGD water reclamation facility. Technical work performed here included: a new influent pump station with 8 variable speed, 1800 H.P vertical non-clog, centrifugal pumps and an influent lift station electrical building, a new headworks facility, the construction of four 125-foot primary clarifiers, four triplex plunger primary sludge pumps and four primary scum (chopper) pumps, 5 155-foot diameter secondary clarifiers with ton vertically mounted axial flow, 7,000 gpm return activated sludge pumps and 6 secondary scum(chopper) pumps, modifications for the existing waste activated sludge system including new wetwell and installation of 3 new progressive cavity WAS pumps, and new reuse water system consisting of five variable speed pumps.	\$129,000,000	2005
PUMP STATION #1 REHABILITATION	DETROIT, MI	DWSD	Walsh Construction This project calls for the rehabilitation of pumps and power for the existing station. Walsh Construction removed 8 existing sludge pumps, 4ea - 800 H.P., 2ea - 1,000 H.P., and 2ea - 1,200 H.P. The pumps and motors were sent offsite and were overhauled to a new condition and then re-installed by Walsh Construction. This project also included the installation of 2 Sluice gates and screenings/conveyor equipment in the existing deep wet well.	\$23,000,000	2005
CONNER CREEK CSO FACILITY	DETROIT, MI	DWSD	Walsh Construction Walsh Construction was the General Contractor for the Conner Creek Water Treatment Facility's. The work consisted of the construction of a 30 million gallon reinforced concrete sewer overflow (CSO) detention basin located partial in the limits of the Conner Creek. The basin construction also consisted of a pile-supported foundation and temporary earth retention system, equipment included dewatering pumps, screens and conveyors, gates, chemical mixers and a new administration building. Project also included 100,000CY of hydraulic dredging of sediment from the existing Conner Creek.	\$186,000,000	2008
BELL ISLE PUMP STATION	DETROIT, MI	DWSD	Walsh Construction Walsh Construction was General Contractor for the Bell Isle Pump Station. The work consisted of the rehabilitation of the Belle Isle Pump Station in a combination of work that includes a renovation to the sewer overflow retention SCO basin, facility treatment and pump station control improvements.	\$14,000,000	2007
WATER WORKS PARK II	DETROIT, MI	DWSD	Walsh Construction The Water Works Park II Water Treatment Plant, a design-build project, is a new state-of-the-art 240 MGD water treatment facility that will provide safe and reliable water to the Detroit Water and Sewerage Department customers for several decades into the 21st century. It produces water meeting the current regulatory requirements and process are flexible to anticipate future regulatory requirements and is fully automated.	\$290,000,000	2003





SCHEDULE B  
PROJECTS COMPLETED

AT THE END OF

Name, Location and Description of Project	LOCATION	OWNER/CLIENT	DESCRIPTION	VALUE	YEAR COMPLETED
PC-691 FILTER PRESSES	DETROIT, MI	DWSD	Walsh Construction The project consisted of the installation and performance testing of twelve upper belt filter presses at the complex. Approx. 6200 sq. ft. of renovations to the third floor offices were included.	\$2,700,000	2000
INCINERATOR BURNER TRAIN IMPROVEMENTS	DETROIT, MI	DWSD	Walsh Construction This project entails the design-build retrofit and replacement of 14 multiple hearth incinerator burner trains. This project also includes the replacement of 28 large refractory exhaust dampers and the sound abatement of the furnace blowers.	\$16,200,000	2006
SECONDARY WATER SUPPLY HEADWORKS REHABILITATION PC	DETROIT, MI	DWSD	Walsh Construction This design-build contract includes wastewater treatment plant rehabilitation and an upgrade for the secondary water supply headworks rehabilitations. This replacement system must be efficient, provide the required capacity and be reliable. This will be built while maintaining the existing system in operation.	\$3,000,000	2004
SLUDGE THICKENER TANK REHABILITATION	DETROIT, MI	DWSD	Walsh Construction Contract involves the rehabilitation of six 105-ft. diameter sludge thickener tanks for the City of Detroit Water Sewerage Department - Wastewater Treatment Plant.	\$1,400,000	2003
MISHAWAKA WASTE WATER TREATMENT PLANT	MISHAWAKA, INDIANA	City of Mishawaka Utilities	Walsh Construction This expansion to the Mishawaka Waste Water Treatment Plant includes a new Administration Building Expansion, Headworks Building Expansion, grit tanks, primary clarifiers, aeration tanks (and modifications to the existing aeration tanks), final clarifiers, chlorine contact tank, ferrous chloride feed and storage equipment, sodium hypochlorite storage and feed equipment, sodium bisulfate storage and feed equipment, sludge digestion tank (and modifications to existing sludge digestion tanks), Sludge Control Building (and modifications to existing sludge Control Building) and maintenance area expansion. A new 60" influent sewer will be replacing an existing 42" influent sewer.	\$33,300,000	2006
RECYCLE RULE COMPLIANCE PROJECT	ANN ARBOR, MI	City of Ann Arbor	Walsh Construction Construction of two 300,000 gallon tanks recycle pumps stations, pipe, valves, and misc. improvements.	\$5,400,000	2008



## SCHEDULE C

### EDUCATION

Master of Science in  
Engineering Administration, 1979  
- Syracuse University - Syracuse,  
New York

Bachelor of Science in Civil  
Engineering, 1978 - Syracuse  
University - Syracuse, New York

### YEARS OF EXPERIENCE

31 Years in the Construction  
Industry

16 with Walsh Construction

### PROFESSIONAL AFFILIATIONS

Professional Engineer  
Registered in the State of  
Connecticut, 1988

# Sam J. Bahou, P.E.

PROGRAM MANAGER

**WALSH CONSTRUCTION**

As a Program Manager with Walsh Construction, Mr. Bahou is directly responsible for all aspects of construction operations, including the establishment of management systems, close supervision over projects in progress, direct supervision of project management staff, pre-construction servicing and estimating, design management, value engineering, scheduling, and the preparation of quality control programs. Mr. Bahou interacts with project ownership throughout the duration of the project.

Mr. Bahou has thirty-one years of construction industry experience, the past sixteen years with Walsh Construction. His extensive experience covers multiple project types.

### PROJECT EXPERIENCE

**Southerly Renewable Energy Facility**, Cleveland, OH - Contract Value: \$92,000,000

**Easterly Tunnel Dewatering Pump Station**, Cleveland OH - Contract Value: \$69,000,000

**Clintondale Pump Station**, Clinton Township, MI - Contract Value: \$22,929,000

**Recycle Rule Compliance Project**, Ann Arbor, MI - Contract Value: \$5,359,000

**Pump Station #1 Rehab.**, Detroit, Michigan - Contract Value: \$23,000,000

**Dearborn CSO Contract I**, Detroit, Michigan - Contract Value: \$4,000,000

**Water Works Park II**, Detroit, Michigan - Contract Value: \$275,000,000

**Belle Island Pump Station**, Detroit, Michigan - Contract Value: \$14,000,000

**Incinerator Burner Train Improvement**, Detroit, Michigan - Contract Value: \$16,000,000

**Wyandotte WWTP**, Wyandotte, MI - Contract Value: \$71,000,000

**Verizon Data Center**, Twinsburg, OH, Contract Value: \$36,000,000

**Human Performance Wing Complex, WPARB**, Dayton, Ohio - Contract Value: \$195,000,000

**Central Michigan University**, Mt. Pleasant, Michigan - Contract Value: \$32,000,000

**JP Morgan Data Center Project** - Belleville, Michigan - Contract Value: \$89,500,000

**Blanchard Valley In-Patient Pavilion**, Findlay, Ohio - Contract Value: \$38,000,000

**Jackson Community College Information and Technology**, Jackson, Michigan - Contract Value: \$13,000,000

### PREVIOUS EMPLOYMENT

MARANBA BUILDERS INCORPORATED  
1990 - 1995  
Vice President of Operations

ASSOCIATED CONSTRUCTION COMPANY  
1986 - 1990  
Chief Estimator

OWENS CORNING SAUDI

1979 - 1986

Manager of subcontracting and engineering  
support

Project Manager

Manager of Sales and Estimating



## SCHEDULE C

# Steven Aleo

REGIONAL SAFETY MANAGER

**WALSH CONSTRUCTION**

### EDUCATION

Associate Degree in Civil  
Technology, 1982 - Macomb  
County Community College

### YEARS OF EXPERIENCE

37 Years in the Construction  
Industry  
14 with Walsh Construction

### PROFESSIONAL AFFILIATIONS

Associated Underground  
Contractors, Inc.  
Michigan Road Builders  
Association  
Construction Association of  
Michigan (Chairman of Safety  
Committee)  
U.S. Army Corps of Engineers  
NAVFAC

As a Safety Manager with Walsh Construction, Mr. Aleo oversees the safety program for the National Building Group, writes Accident Prevention Plans, conducts regular safety meetings with all project personnel, performs safety inspections and enforce compliance to industry standards. He conducts safety training, accident investigations, monitors all subcontractors' insurance compliance and general liability, and is responsible for Worker's Compensation relations.

Mr. Aleo has thirty-seven years of construction industry experience, the past fourteen years with Walsh Construction. His extensive experience covers multiple project types.

### PROJECT EXPERIENCE

**Human Performance Wing**, Dayton, Ohio – Contract Value: \$209,453,530  
**Von Braun Complex, Phase III**, Redstone Arsenal, Alabama – Contract Value: \$213,696,515  
**Camp Lejeune BEQ Barracks**, Camp Lejeune, North Carolina – Contract Value: \$151,048,000  
**Ft. Stewart 5<sup>th</sup> IBCT Barracks**, Ft. Stewart, Georgia – Contract Value: \$92,706,522  
**JP Morgan – Chase Data Center**, Belleville, Michigan – Contract Value: \$86,000,000  
**CMU Education and Human Services**, Mount Pleasant, Michigan – Contract Value: 32,000,000  
**Southerly Renewable Energy Facility**, Cleveland, OH - Contract Value: \$92,000,000  
**Easterly Tunnel Dewatering Pump Station**, Cleveland OH – Contract Value: \$69,000,000  
**Clintondale Pump Station**, Clinton Township, MI – Contract Value: \$22,929,000  
**Recycle Rule Compliance Project**, Ann Arbor, MI – Contract Value: \$5,359,000  
**Pump Station #1 Rehab.**, Detroit, Michigan – Contract Value: \$23,000,000  
**Dearborn CSO Contract I**, Detroit, Michigan - Contract Value: \$4,000,000  
**Water Works Park II**, Detroit, Michigan - Contract Value: \$275,000,000  
**Belle Island Pump Station**, Detroit, Michigan - Contract Value: \$14,000,000  
**Incinerator Burner Train Improvement**, Detroit, Michigan – Contract Value: \$16,000,000  
**Wyandotte WWTP**, Wyandotte, MI – Contract Value: \$71,000,000

### PREVIOUS EMPLOYMENT

WALTER TOEBE CONSTRUCTION COMPANY 1991 – 1998  
Shop/Yard Clerk, Safety Advisor

C.J. ROGERS INCORPORATED  
1983 – 1991  
Assistant Project Manager

MICHIGAN DEPARTMENT OF  
TRANSPORTATION 1982 – 1983  
Sewer and Watermain Inspector, Density  
Inspector



## SCHEDULE C

### EDUCATION

Bachelor of Science - 1984,  
Mechanical Engineering,  
Western Michigan University –  
Kalamazoo, Michigan

### YEARS OF EXPERIENCE

30 Years in the Construction  
Industry

14 with Walsh Construction

# Bo Boulier

SENIOR PROJECT MANAGER  
**WALSH CONSTRUCTION**

As a Senior Project Manager with Walsh Construction, Mr. Boulier supervises on-site teams and manages daily field operations. This includes management of project timelines, development of progress reports for owner meetings, and coordination / supervision of contractors. Other duties include managing bid solicitation, contract drafting and negotiation, shop drawing and submittal review, plan distribution, project pay requests, change order / purchase order drafting, and enforces quality control and safety standards.

Mr. Boulier has 23 years of construction industry experience, the past ten with the Walsh Group. His extensive experience covers multiple project types.

### PROJECT EXPERIENCE

**Easterly Tunnel Dewatering Pump Station**, Cleveland, OH – Contract Value: \$69,000,000

**Clintondale Pump Station**, Clinton Township, MI – Contract Value: \$22,929,000

**Southerly Renewable Energy Facility**, Cleveland, OH – Contract Value: \$92,000,000

**Belle Isle Pump Station & CSO Controls Improvements**, Detroit, MI – Contract Value: \$14,000,000

**Moreno Lakeside Pipeline Specification 520**, Lakeside, CA – Contract Value: \$15,000,000

**Hale Avenue Resource Recovery Facility**, Escondido, CA - Contract Value: \$29,000,000

**Southbay Reclamation Sewer 10"/30" Forcemains**, San Diego, CA - Contract Value: \$6,500,000

**Sweetwater Urban Runoff Diversion System Phase II**, Spring Valley, CA – Contract Value: \$6,000,000

**Penasquitos Trunk Sewer & North City RS & Water Pipelines**, San Diego, CA – Contract Value: \$23,000,000

**Pipeline 4 Extension Specification 422 (Water)**, San Diego, CA – Contract Value: \$40,000,000

### PREVIOUS EMPLOYMENT

PCL

1992 - 1998

Supt. / Asst. PM

D.J. Boulier Contracting

1984 - 1992

Project Engineer / Carpenter





## SCHEDULE C

### EDUCATION

Building Construction  
Management 1996 - Michigan  
State University – East Lansing,  
Michigan

### YEARS OF EXPERIENCE

16 Years in the Construction  
Industry

15 with Walsh Construction

# William C. Gilliam

PROJECT MANAGER

**WALSH CONSTRUCTION**

As a Project Manager with Walsh Construction, Mr. Gilliam is responsible for project administration, including project start-up, staffing, and contract negotiation with subcontractors. He oversees maintenance of quality control systems, schedule requirements, cost accountability, and the establishment of management system. It is his duty to ensure close coordination among all project team members, ensuring owner's a successful project delivery.

Mr. Gilliam has sixteen years of construction industry experience, with fifteen years being with Walsh Construction. His extensive experience covers multiple project types.

### PROJECT EXPERIENCE

**GSPEL Detroit Arsenal, Warren, MI**, Contract Value: \$48,000,000

**Central Michigan University**, Mt. Pleasant, Michigan, Contract Value: \$32,000,000

**Recycle Rule Compliance Project**, Ann Arbor, Michigan, Contract Value: \$5,359,000

**Old Admd. Operations Lab, and Ragland Bldgs.**, Detroit, Michigan, Contract Value: \$13,212,000

**Dearborn CSO Contract**, Dearborn, Michigan - Contract Value: \$4,235,000

**DWSD Water Works Park II, Phase 2**, Detroit, Michigan - Contract Value: \$290,000,000

**Wyandotte WWTP**, Wyandotte, MI – Contract Value: \$71,000,000

**Brookdale Living Communities**, Southfield, Michigan - Contract Value: \$23,850,000

### PREVIOUS EMPLOYMENT

GRANGER CONSTRUCTION COMPANY  
Assistant Project Manager



## SCHEDULE C

### EDUCATION

Ferris State University – Big Rapids, MI  
Bachelor of Science in  
Construction Management, 2000  
Associate in Applied Science - Civil  
Engineering Technology, 1999  
Walsh College of Business and  
Accounting, Troy, MI, MBA (ongoing)

LEED, AP

### YEARS OF EXPERIENCE

14 Years in the Construction Industry

12 with Walsh Construction

## Matt Glaz

LEED, AP  
PROJECT SUPERINTENDENT

### WALSH CONSTRUCTION

As a Project Superintendent with Walsh Construction, Mr. Glaz is responsible for the completion of all phases of the project. Duties include the review of plans, scheduling of work, tracking of job costs, managing daily field operation, and coordinating with the owner's engineers. Mr. Glaz is responsible for on-site management of safety, subcontractor coordination, and the supervision of all construction work, ensuring it is completed to the owner's satisfaction.

Mr. Glaz has fourteen years of construction industry experience, with twelve years being with Walsh Construction. His extensive experience covers multiple project types.

### PROJECT EXPERIENCE

**Conner Creek Pilot CSO Control Facility**, Detroit, Michigan, Contract Value: \$186,512,553

**Clintondale Pump Station**, Clinton Township, MI, Contract Value: \$22,929,000

**Boiler Equipment Installation**, Schuyler, NE, Contract Value: \$420,000

**Boiler and Air Compressor Upgrades**, Ypsilanti MI, Contract Value \$1,400,000

**Central Michigan University**, Mt. Pleasant, Michigan, Contract Value: \$32,000,000

**Recycle Rule Compliance Project**, Ann Arbor, Michigan, Contract Value: \$5,359,000

**DWSD Water Works Park II, Phase 2**, Detroit, Michigan - Contract Value: \$290,000,000

**West Grand Boulevard Bridge Replacement**, Detroit, Michigan, Contract Value: \$5,500,000

### PREVIOUS EMPLOYMENT

**Michigan Department of Transportation – Newberry, Michigan**  
Construction Inspector



CITY OF ANN ARBOR, MICHIGAN  
FACILITIES RENOVATIONS AT THE  
ANN ARBOR WASTEWATER TREATMENT PLANT  
AGREEMENT

THIS AGREEMENT is between the City of Ann Arbor (hereinafter called Owner) and \_\_\_\_\_ (hereinafter called Contractor).

WITNESSETH: Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall at its own cost and expense furnish all labor, services, tools, materials, equipment and incidentals necessary to complete all Work as specified or indicated in the Contract Documents to construct the Facilities Renovations Project at the Ann Arbor Wastewater Treatment Plant. The Work is generally described in Section 01110 Summary of Work of the General Requirements.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Malcolm Pirnie of Michigan Inc. 1001 Woodward Ave. Suite 1000, Detroit, Michigan 48226, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 1,825 <sup>days = 5 years / 60 MONTHS</sup> days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General

Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 1915 days from the date when the Contract Times commence to run.

### 3.03 Liquidated Damages

- A. Owner and Contractor recognize that time is of the essence of this Agreement and Owner will suffer financial loss, apart from the costs described in Paragraph 3.04.A, if the Work is not substantially completed within the time specified in Paragraph 3.02.A for Substantial Completion, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$2,000 for each day that expires after the time specified in Paragraph 3.02.A for Substantial Completion (adjusted for any changes thereof made in accordance with Article 12 of the General Conditions) until the Work is substantially complete.

### 3.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed for the Work for each day that expires after the time specified in Paragraph 3.02.A for Substantial Completion (adjusted for any changes thereof made in accordance with Article 12 of the General Conditions) until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed for the Work for each day that expires after the time specified in Article 3 for Work to be completed and ready for final payment (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions) until the Work is completed and ready for final payment.

- 3.05 Owner may deduct liquidated damages and special damages as determined by the provisions of this Article 4 from progress payments due Contractor under this Agreement.

#### ARTICLE 4 - CONTRACT PRICE

4.01 Owner shall pay Contractor, in current funds, for completion of the Work in accordance with the Contract Documents the prices stated in Contractor's Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General

#### ARTICLE 5 - PAYMENT PROCEDURES

##### 5.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.
  1. Prior to Substantial Completion
    - a. Progress payments will be in the amount of 90 percent of the Work completed (with the balance being retainage), less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions. If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner may determine that as long as the character and progress remain satisfactory, there will be no retainage on account of the Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100 percent of the value of the Work completed, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions; and
    - b. 90 percent of the cost of materials and equipment not incorporated in the Work but suitably stored (with the balance being retainage).
  2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.02 Final Payment:

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 - INTEREST

6.01 All moneys not paid when due hereunder shall bear interest at 0.5% per year.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 As part of the inducement for Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.



- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 The Contract Documents consist of the following:

- A. This Agreement (\_\_\_\_\_ pages).
- B. Performance Bond (\_\_\_\_\_ pages).
- C. Payment Bond (\_\_\_\_\_ pages).
- D. Other Bonds:
  - 1. \_\_\_\_\_ (\_\_\_\_\_ pages).
- E. General Conditions (\_\_\_\_\_ pages).
- F. Supplementary Conditions (\_\_\_\_\_ pages).
- G. Specifications, as listed in the table of contents of the Project Manual.
- H. The Drawings comprising a set entitled ("--1--"), dated (--2--), and including the following:

Title Sheet  
Index Sheet

Sheets numbered (--3--) through (--4--), inclusive

- I. Addenda consisting of Numbers \_\_\_\_ to \_\_\_\_, inclusive.
  - J. Exhibits to the Agreement enumerated as follows:
    - 1. Exhibit 1, Contractor's Bid (\_\_\_\_\_ pages).
  - K. The following, which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
    - 1. Notice to Proceed
    - 2. Work Change Directives
    - 3. Change Order(s)
- 8.02 The documents listed in Paragraph 9.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference. There are no Contract Documents other than those listed in this Article 9.
- 8.03 The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

#### ARTICLE 9 - MISCELLANEOUS

##### 9.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

##### 9.02 Assignment of Contract

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

9.03 Successors and Assigns

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

9.04 Severability

- A. Any provision or part of the Contract Documents, held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Waiver

- A. The waiver by the Owner of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the Owner which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor of any term, covenant, condition of this Agreement or of any applicable Law or Regulation.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the Effective Date of the Agreement).

Owner: \_\_\_\_\_ Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(If Owner is a corporation, partnership, or limited liability company, attach evidence of authority to sign) (If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. \_\_\_\_\_  
(where applicable)

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

(If Contractor is a corporation, partnership, or limited liability company, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

++END OF AGREEMENT++

**Engineers Joint Documents Committee  
Design and Construction Related Documents  
Instructions and License Agreement**

**Instructions**

**Before you use any EJCDC document:**

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

**How to Use:**

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

**License Agreement**

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

**License:**

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or

rented by your company or organization.

2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

**You agree that you will:**

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

**You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.**

**If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.**

**Term:**

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

**Limited Warranty:**

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

**There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.**

**This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

**Limitations of Remedies:**

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above

limitation or exclusion may not apply to you.

**General:**

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.  
General Counsel  
National Society of Professional Engineers  
1420 King Street  
Alexandria, VA 22314

Phone: (703) 684-2845  
Fax: (703) 836-4875  
e-mail: [aschwartz@nspe.org](mailto:aschwartz@nspe.org)

**You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.**

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

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

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker  
Owner's Representative (engineer or other party)



## PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

### BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. (Not Used.)
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

[THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

**GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

**Adapted from Standard General Conditions of the  
Construction Contract, EJCDC No. C-700 (2002 Edition).**

**[This page was left blank intentionally.]**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY .....	00710 - 7
1.01 <i>Defined Terms</i> .....	00710 - 7
1.02 <i>Terminology</i> .....	00710 - 10
ARTICLE 2 - PRELIMINARY MATTERS .....	00710 - 11
2.01 <i>Delivery of Bonds and Evidence of Insurance</i> .....	00710 - 11
2.02 <i>Copies of Documents</i> .....	00710 - 12
2.03 <i>Commencement of Contract Times; Notice to Proceed</i> .....	00710 - 12
2.04 <i>Starting the Work</i> .....	00710 - 12
2.05 <i>Before Starting Construction</i> .....	00710 - 12
2.06 <i>Preconstruction Conference</i> .....	00710 - 12
2.07 <i>Initial Acceptance of Schedules</i> .....	00710 - 12
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE .....	00710 - 13
3.01 <i>Intent</i> .....	00710 - 13
3.02 <i>Reference Standards</i> .....	00710 - 13
3.03 <i>Reporting and Resolving Discrepancies</i> .....	00710 - 13
3.04 <i>Amending and Supplementing Contract Documents</i> .....	00710 - 14
3.05 <i>Reuse of Documents</i> .....	00710 - 14
3.06 <i>Electronic Data</i> .....	00710 - 15
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS.....	00710 - 15
4.01 <i>Availability of Lands</i> .....	00710 - 15
4.02 <i>Subsurface and Physical Conditions</i> .....	00710 - 15
4.03 <i>Differing Subsurface or Physical Conditions</i> .....	00710 - 16
4.04 <i>Underground Facilities</i> .....	00710 - 17
4.05 <i>Reference Points</i> .....	00710 - 18
4.06 <i>Hazardous Environmental Condition at Site</i> .....	00710 - 18
ARTICLE 5 - BONDS AND INSURANCE .....	00710 - 19
5.01 <i>Performance, Payment, and Other Bonds</i> .....	00710 - 19
5.02 <i>Licensed Sureties and Insurers</i> .....	00710 - 20
5.03 <i>Certificates of Insurance</i> .....	00710 - 20
5.04 <i>Contractor's Liability Insurance</i> .....	00710 - 20
5.05 <i>Owner's Liability Insurance</i> .....	00710 - 21
5.06 <i>Property Insurance</i> .....	00710 - 21
5.07 <i>Waiver of Rights</i> .....	00710 - 21
5.08 <i>Receipt and Application of Insurance Proceeds</i> .....	00710 - 21
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i> .....	00710 - 21
5.10 <i>Partial Utilization Acknowledgment of Property Insurer</i> .....	00710 - 21
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES.....	00710 - 22
6.01 <i>Supervision and Superintendence</i> .....	00710 - 22
6.02 <i>Labor; Working Hours</i> .....	00710 - 22
6.03 <i>Services, Materials, and Equipment</i> .....	00710 - 22
6.04 <i>Progress Schedule</i> .....	00710 - 23
6.05 <i>Substitutes and "Or-Equals"</i> .....	00710 - 23
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i> .....	00710 - 25
6.07 <i>Patent Fees and Royalties</i> .....	00710 - 26
6.08 <i>Permits</i> .....	00710 - 26
6.09 <i>Laws and Regulations</i> .....	00710 - 26

TABLE OF CONTENTS (Continued)

	<u>Page</u>
6.10 Taxes.....	00710 - 27
6.11 Use of Site and Other Areas .....	00710 - 27
6.12 Record Documents .....	00710 - 28
6.13 Safety and Protection .....	00710 - 28
6.14 Safety Representative.....	00710 - 28
6.15 Hazard Communication Programs.....	00710 - 29
6.16 Emergencies .....	00710 - 29
6.17 Shop Drawings and Samples .....	00710 - 29
6.18 Continuing the Work.....	00710 - 30
6.19 Contractor's General Warranty and Guarantee.....	00710 - 31
6.20 Indemnification.....	00710 - 31
6.21 Delegation of Professional Design Services .....	00710 - 32
ARTICLE 7 - OTHER WORK.....	00710 - 32
7.01 Related Work at Site .....	00710 - 32
7.02 Legal Relationships .....	00710 - 33
ARTICLE 8 - OWNER'S RESPONSIBILITIES .....	00710 - 33
8.01 Communications to Contractor .....	00710 - 33
8.02 Furnish Data .....	00710 - 33
8.03 Pay When Due .....	00710 - 33
8.04 Lands and Easements; Reports and Tests .....	00710 - 33
8.05 Insurance .....	00710 - 34
8.06 Change Orders .....	00710 - 34
8.07 Inspections, Tests, and Approvals .....	00710 - 34
8.08 Limitations on Owner's Responsibilities.....	00710 - 34
8.09 Undisclosed Hazardous Environmental Condition .....	00710 - 34
8.10 Evidence of Financial Arrangements .....	00710 - 34
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION.....	00710 - 34
9.01 Owner's Representative.....	00710 - 34
9.02 Visits to Site .....	00710 - 34
9.03 Project Representative.....	00710 - 35
9.04 Authorized Variations in Work.....	00710 - 35
9.05 Rejecting Defective Work .....	00710 - 35
9.06 Shop Drawings, Change Orders and Payments .....	00710 - 35
9.07 Determinations for Unit Price Work .....	00710 - 35
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work.....	00710 - 36
9.09 Limitations on Engineer's Authority and Responsibilities.....	00710 - 36
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS .....	00710 - 37
10.01 Authorized Changes in the Work .....	00710 - 37
10.02 Unauthorized Changes in the Work.....	00710 - 37
10.03 Execution of Change Orders .....	00710 - 37
10.04 Notification to Surety .....	00710 - 37
10.05 Claims.....	00710 - 37



TABLE OF CONTENTS (Continued)

	<u>Page</u>
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....	00710 - 38
11.01 <i>Cost of the Work</i> .....	00710 - 38
11.02 <i>Allowances</i> .....	00710 - 40
11.03 <i>Unit Price Work</i> .....	00710 - 41
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES .....	00710 - 42
12.01 <i>Change of Contract Price</i> .....	00710 - 42
12.02 <i>Change of Contract Times</i> .....	00710 - 43
12.03 <i>Delays</i> .....	00710 - 43
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....	00710 - 43
13.01 <i>Notice of Defects</i> .....	00710 - 43
13.02 <i>Access to Work</i> .....	00710 - 43
13.03 <i>Tests and Inspections</i> .....	00710 - 44
13.04 <i>Uncovering Work</i> .....	00710 - 44
13.05 <i>Owner May Stop the Work</i> .....	00710 - 45
13.06 <i>Correction or Removal of Defective Work</i> .....	00710 - 45
13.07 <i>Correction Period</i> .....	00710 - 45
13.08 <i>Acceptance of Defective Work</i> .....	00710 - 46
13.09 <i>Owner May Correct Defective Work</i> .....	00710 - 46
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION .....	00710 - 47
14.01 <i>Schedule of Values</i> .....	00710 - 47
14.02 <i>Progress Payments</i> .....	00710 - 47
14.03 <i>Contractor's Warranty of Title</i> .....	00710 - 49
14.04 <i>Substantial Completion</i> .....	00710 - 49
14.05 <i>Partial Utilization</i> .....	00710 - 50
14.06 <i>Final Inspection</i> .....	00710 - 50
14.07 <i>Final Payment</i> .....	00710 - 50
14.08 <i>Final Completion Delayed</i> .....	00710 - 51
14.09 <i>Waiver of Claims</i> .....	00710 - 52
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION.....	00710 - 52
15.01 <i>Owner May Suspend Work</i> .....	00710 - 52
15.02 <i>Owner May Terminate for Cause</i> .....	00710 - 52
15.03 <i>Owner May Terminate For Convenience</i> .....	00710 - 53
15.04 <i>Contractor May Stop Work or Terminate</i> .....	00710 - 53
ARTICLE 16 - DISPUTE RESOLUTION.....	00710 - 54
16.01 <i>Methods and Procedures</i> .....	00710 - 54
ARTICLE 17 - MISCELLANEOUS .....	00710 - 54
17.01 <i>Giving Notice</i> .....	00710 - 54
17.02 <i>Computation of Times</i> .....	00710 - 54
17.03 <i>Cumulative Remedies</i> .....	00710 - 54
17.04 <i>Survival of Obligations</i> .....	00710 - 54
17.05 <i>Controlling Law</i> .....	00710 - 55
17.06 <i>Headings</i> .....	00710 - 55

# GENERAL CONDITIONS

## ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda* - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement* - The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment* - The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos* - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid* - The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder* - The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents* - The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements* - The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order* - A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim* - A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract* - The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
  12. *Contract Documents* - Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
  13. *Contract Price* - The moneys payable by Owner to Contractor for completion of the Work in

accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times* - The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor or CONTRACTOR* - The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work* - See Paragraph 11.01.A for definition.
17. *Drawings* - That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement* - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer or ENGINEER* - The individual or entity named as such in the Agreement.
20. *Field Order* - A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements* - Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
22. *Hazardous Environmental Condition* - The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
23. *Hazardous Waste* - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations* - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens* - Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone* - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award* - The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed* - A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner or OWNER* - The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs* - Polychlorinated biphenyls.
31. *Petroleum* - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule* - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project* - The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual* - The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material* - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Related Entity* - An officer, director, partner, employee, agent, consultant, or subcontractor.
37. *Resident Project Representative* - The authorized representative of Engineer who may be assigned to the Site or any part thereof.
38. *Samples* - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
39. *Schedule of Submittals* - A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
40. *Schedule of Values* - A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
41. *Shop Drawings* - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
42. *Site* - Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
43. *Specifications* - That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
44. *Subcontractor* - An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
45. *Substantial Completion* - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently

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

46. *Successful Bidder* - The Bidder submitting a responsive Bid to whom Owner makes an award.
47. *Supplementary Conditions* - That part of the Contract Documents which amends or supplements these General Conditions.
48. *Supplier* - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
49. *Underground Facilities* - All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
50. *Unit Price Work* - Work to be paid for on the basis of unit prices.
51. *Work* - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
52. *Work Change Directive* - A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

#### 1.02 *Terminology*

- A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.
- B. *Intent of Certain Terms or Adjectives*
  1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph

9.09 or any other provision of the Contract Documents.

**C. Day**

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

**D. Defective**

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents, or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
  - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2 - PRELIMINARY MATTERS**

**2.01 Delivery of Bonds and Evidence of Insurance**

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

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

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### 3.02 *Reference Standards*

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

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

#### 3.03 *Reporting and Resolving Discrepancies*

##### A. *Reporting Discrepancies*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by



Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

**B. *Resolving Discrepancies***

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

**3.04 *Amending and Supplementing Contract Documents***

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. a Field Order;
  2. Engineer's approval of a Shop Drawing or Sample; (subject to the provisions of Paragraph 6.17.D.3);  
or
  3. Engineer's written interpretation or clarification.

**3.05 *Reuse of Documents***

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

3.06 *Electronic Data*

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
  - 2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

**4.03 Differing Subsurface or Physical Conditions**

**A. Notice:** If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

**B. Engineer's Review:** After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

**C. Possible Price and Times Adjustments**

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data,
  - b. locating all Underground Facilities shown or indicated in the Contract Documents,
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated

or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written

notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

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

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

- A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will 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 it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - 6. 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.
- B. The policies of insurance required by this Paragraph 5.04 shall:
  - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers,

directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.
  - a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 (Not Used)

5.07 (Not Used)

5.08 (Not Used)

5.09 (Not Used)

5.10 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at



the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

## **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

### **6.01 *Supervision and Superintendence***

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

### **6.02 *Labor; Working Hours***

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### **6.03 *Services, Materials, and Equipment***

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

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics,
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,
      - 3) it has a proven record of performance and availability of responsive service; and
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times, and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
  2. *Substitute Items*
    - a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
    - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an

acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
  - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - 1) shall certify that the proposed substitute item will:
      - a) perform adequately the functions and achieve the results called for by the general design,
      - b) be similar in substance to that specified, and
      - c) be suited to the same use as that specified;
    - 2) will state:
      - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
      - b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
      - c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
    - 3) will identify:
      - a) all variations of the proposed substitute item from that specified, and
      - b) available engineering, sales, maintenance, repair, and replacement services,
    - 4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  - 2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

**6.07 *Patent Fees and Royalties***

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

**6.08 *Permits***

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

**6.09 *Laws and Regulations***

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or

other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
  2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
  3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
  - D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

- 1. *Shop Drawings*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

- 2. *Samples*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

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

- C. *Submittal Procedures*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

- a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;



- c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
  - d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

**D. *Engineer's Review***

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

**E. *Resubmittal Procedures***

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

**6.18 *Continuing the Work***

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:
  - 1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property (other than the Work itself), including the loss of use resulting therefrom; and
  - 2. is caused by any act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws or Regulations.
- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly

employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not be limited in any way by the amount or types of insurance provided by Contractor under Article 5 of the General Conditions.
- D. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the sole negligence or willful misconduct of Owner or Engineer or to the officers, directors, partners, employees, agents, and consultants and subcontractors of each and any of them.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

**ARTICLE 7 - OTHER WORK AT THE SITE**

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### *7.02 Legal Relationships*

- A. Paragraph 7.01.A is not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

#### *8.01 Communications to Contractor*

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

#### *8.02 Furnish Data*

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

#### *8.03 Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

#### *8.04 Lands and Easements; Reports and Tests*

- A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.05 *Insurance*

- A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.06 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.07 *Inspections, Tests, and Approvals*

- A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.08 *Limitations on Owner's Responsibilities*

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

8.09 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.10 *Evidence of Financial Arrangements*

- A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

**ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

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

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's Work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer

to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

### 10.04 *Notification to Surety*

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

### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.



- B. **Notice:** Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. **Engineer's Action:** Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part,
  2. approve the Claim, or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 11.01 *Cost of the Work*

- A. **Costs Included:** The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment,

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

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and

expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
  - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

**B. Cash Allowances**

1. Contractor agrees that:
  - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

**C. Contingency Allowance**

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D.** Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

**11.03 Unit Price Work**

- A.** Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B.** The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C.** Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D.** Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
  1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
- C. If Owner, Engineer, or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- D. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of other contractors or utility owners, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.D.
- E. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

**ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them

proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

**13.03 Tests and Inspections**

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

**13.04 Uncovering Work**

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. repair such defective land or areas; or
  - 2. correct such defective Work; or
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.



- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

#### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

##### 14.01 *Schedule of Value*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

##### 14.02 *Progress Payments*

###### A. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

###### B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

**C. *Payment Becomes Due***

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

**D. Reduction in Payment**

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.
3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

**14.03 Contractor's Warranty of Title**

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

**14.04 Substantial Completion**

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment

between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

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

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12),

and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

**B. *Engineer's Review of Application and Acceptance***

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

**C. *Payment Becomes Due***

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

**14.08 *Final Completion Delayed***

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for 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.

**14.09 Waiver of Claims**

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

**ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

**15.01 Owner May Suspend Work**

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

**15.02 Owner May Terminate for Cause**

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to



pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 - DISPUTE RESOLUTION

### 16.01 *Methods and Procedures*

- A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of Paragraph 10.05, Owner and Contractor may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

## ARTICLE 17 - MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

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

### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

+ + END OF GENERAL CONDITIONS + +

SECTION 00810

SUPPLEMENTARY CONDITIONS

SCOPE

These Supplementary Conditions amend or supplement the General Conditions. All provisions of the General Conditions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to the singular and plural thereof.

SC-2.02 Delete and replace with the following:

SC-2.02 The Contractor can obtain additional copies of the Contract Documents from ARC Michigan/Dunn Blue as described in the Advertisement at its own expense.

SC-2.03 A Delete the last sentence of this paragraph.

SC-4.01 B Add the following to the last sentence of GC-4.01. B.  
“, without additional cost to the Owner and without liability to the Owner and Engineer.”

SC-4.02 Add a new Paragraph immediately after Paragraph 4.02.B that is to read as follows:

SC-4.02.C in the preparation of the Drawings and Specifications, Engineer has relied upon:

1. The following studies, report of explorations and tests of subsurface conditions at the Site.
  - a. City of Ann Arbor Wastewater Treatment Plant, Storm Water Pollution Prevention Plan, March 1995.
  - b. Optimizing Phosphorous Removal, 1996, prepared by Oula K. Shehab at the University of Michigan.
  - c. City of Ann Arbor, Treatment Plant Drive Report, September 1999, prepared by McNamee, Porter & Seeley, Inc.
  - d. City of Ann Arbor, Bridge Inspection Program, 2004.
  - e. City of Ann Arbor Wastewater Treatment Plant, Field Investigation Reports, June 2005, prepared by Malcolm Pirnie, Inc.

- f. Probe Environmental Inc. Asbestos Containing Materials and Lead Based Paint Surveys dated June 29, 2005
  - g. City of Ann Arbor Wastewater Treatment Plant FM Global Risk Report, January 2007.
  - h. Water System Reliability Study for Service Area 5A Ann Arbor Township, May 2007, prepared by Stantec Consulting Michigan Inc.
  - i. Feasibility Study – Biodigester for Combined Heat and Power at the Ann Arbor Wastewater Treatment Plant, July 2007.
  - j. Concrete Core Sampling Technical Memorandum dated June 23, 2008, including concrete core sampling and compressive strength and environmental testing of the concrete.
  - k. Ann Arbor Wastewater Treatment Plant Upgrades, Geotechnical Hydrogeologic Investigation, November 23, 2010, prepared by NTH Consultants, Ltd.
    - 1) The technical data contained in such report upon which Contractor may rely are: the boring method, the locations and logs of the borings, the levels of subsurface water (if any), laboratory test methods and results, and similar factual data. Bore hole information represents subsurface characteristics to the extent indicated, only for the point location of the bore hole and, with regard to the level of subsurface water (if any), only at the time the boring was made. Contractor shall make its own interpretations of the subsurface characteristics to be encountered between bore holes and its own interpretations of the fluctuation of the level of subsurface water (if any) at and between bore holes.
2. The following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:
- a. City of Ann Arbor, Michigan Sewage Treatment Plant, PWA Docket No. 785, Plans for the Construction of the Sewage Pumping Station and Sewage Treatment Plant, Contract No. 7, Shoecraft, Drury and McNamee; Ayres, Lewis, Norris and May, Consulting Engineers, May 1935
  - b. Ann Arbor, Michigan, Sewage and Garbage Disposal System, Plans for Additions to Sewage and Garbage Treatment Plant, Shoecraft, Drury and McNamee, Consulting Engineers, March 1947, Rev. for record Feb. 51
  - c. Ann Arbor, Michigan Adds to Sewage Treatment Plant, Contract No. 2, Record of Incoming Sewer Line, Sheet S-1, Drury, McNamee and Porter, Consulting Engineers, April 28, 1949, Rev. for Record Feb. 51.
  - d. Ann Arbor, Michigan Additions to Sewage Treatment Plant, Contract 2, Blower Bldg. Floor Openings for ENB-6 Piping,

- DWG. S-8, Sheet 48B, Drury, McNamee and Porter, Consulting Engineers, Rev. for Record July 29, 49 and Feb. 51.
- e. Ann Arbor, Michigan, Additions to Sewage Treatment Plant, Contract 2, Sheet S-10, 48A, Blower Building Basement Piping, Drury, McNamee and Porter, Consulting Engineers, Issued Aug. 1949.
  - f. Ann Arbor, Michigan Sewage Treatment Plant, Contract 2, Yard Drains, Sheet S-24, 1-C, Drury, McNamee and Porter, Consulting Engineers, Issued June 1950, Revised for record, Feb. 51.
  - g. Ann Arbor, Michigan Sewage Treatment Plant, Contract 2, Concrete Pavement Between Sludge Drying and Blower Building, Sheet S-21, 1-D, Drury, McNamee and Porter, Consulting Engineers, Issued June 1950, Revised for record, Feb. 51.
  - h. Ann Arbor, Michigan, Additions to Waste Water Treatment Plant, Contract No. 2, McNamee, Porter and Seeley, Consulting Engineers, Issued January 1964.
  - i. Washtenaw County Department of Public Works, City of Ann Arbor, Michigan, Northside Interceptor Lift Station, Contract 70-S-2, Conforming to Records, 1974..
  - j. Washtenaw County Department of Public Works, City of Ann Arbor, Michigan, Wastewater Treatment Plant Existing Digester, Contract 72-S-3..
  - k. Washtenaw County Department of Public Works, City of Ann Arbor, Michigan, Wastewater Treatment Plant Improvements, Contract 77-S-6, C26 2539 04, Volume I General - Architectural - Structural, McNamee, Porter and Seeley, Consulting Engineers, April 1977, Conforming to Construction Records 4/81.
  - l. Washtenaw County Department of Public Works, City of Ann Arbor, Michigan, Wastewater Treatment Plant Improvements, Contract 77-S-6, C26 2539 04, Volume II Pipe Work - Mechanical, McNamee, Porter and Seeley, Consulting Engineers, April 1977, Conforming to Construction Records 5/81.
  - m. Washtenaw County Department of Public Works, City of Ann Arbor, Michigan, Wastewater Treatment Plant Improvements, Contract 77-S-6, C26 2539 04, Volume III Electrical - Instrumentation, McNamee, Porter and Seeley, Consulting Engineers, April 1977, Conforming to Construction Records 10/12/81.
  - n. Wastewater Treatment Plant Improvements, City of Ann Arbor Contract No. 89-S-1, Divisions A through E, McNamee, Porter and Seeley, Engineers - Architects, Issued June 1989.

- o. Wastewater Treatment Plant Improvements, City of Ann Arbor Contract 89-S-2, Divisions A through F, McNamee, Porter and Seeley, Engineers – Architects, Issued December 1989.
  - p. Wastewater Treatment Plant Improvements, West Plant Renovation, City of Ann Arbor Contract No. 89-S-3, McNamee, Porter and Seeley, Engineers – Architects, Issued January 1990.
  - q. Wastewater Treatment Plant Improvements, Aeration System Retrofit, City of Ann Arbor Contract No. 89-S-4, McNamee, Porter and Seeley, Engineers – Architects, Issued January 1990.
  - r. Washtenaw County Department of Public Works, City of Ann Arbor, Michigan, Wastewater Treatment Plant, Process and Information Control System, March 1997.
  - s. Wastewater Treatment Plant Improvements, Tertiary Filter Improvements, 0106.059-S-1, Volume I of I, McNamee, Porter and Seeley, Engineers – Architects, Issued June 1997.
  - t. City of Ann Arbor, Michigan, Water Utilities Department, Wastewater Treatment Plant Electric Manhole Drainage Survey, August 1998.
  - u. Ann Arbor Wastewater Treatment Plant Water Main Extension, City of Ann Arbor Utilities Department, Midwestern Consulting, April 1998, As-Built 12-1-98.
  - r. City of Ann Arbor, Michigan, Water Utilities Department, Wastewater Treatment Plant, Disinfection Facilities Upgrade, Greeley and Hansen, October 1999.
  - s. City of Ann Arbor, Michigan, Wastewater Treatment Plant, Residuals Handling Improvements Project, Greeley and Hansen, June 2008.
3. The approved Ann Arbor Wastewater Treatment Plant Facilities Renovations Project Final Site Plan Approval Application, November 2010, Malcolm Pirnie of Michigan, Inc. The Final Site Plan Application includes the following documents:
- a. Code of Ordinance Checklist
  - b. Land Development Standards Checklist
  - c. Preliminary Site Plan Review Comments Checklist
  - d. Final Site Plan Approval Drawing Set
  - e. Attachment A – Onsite Parking Information
  - f. Attachment B – Stormwater Management Plan
  - g. Attachment C – Site Analysis
  - h. Attachment D – State/County Environmental Permit Checklist
  - i. Attachment E – Natural Features Impact Statement
  - j. Attachment F – Floor Area Ratio Calculations
  - k. Attachment G – Landscape Plans
  - l. Attachment H – Existing Bridge Details
4. The approved Ann Arbor Wastewater Treatment Plant FEMA Conditional Letter of Map Revision (CLOMR) Application,

December 2009, Malcolm Pirnie of Michigan, Inc. The CLOMR application includes the following documents:

- a. Project Narrative
  - b. MT-2 Form 1
  - c. MT-2 Form 2
  - d. MT-2 Form 3
  - e. Appendix A – CLOMR Drawing Set
  - f. Appendix B – Geotechnical Summary
  - g. Appendix C – Interior Drainage Analysis
  - h. Appendix D – Floodway and Floodplain Analysis
  - i. Appendix E – Operations and Maintenance Plan
5. The approved Ann Arbor Wastewater Treatment Plant FEMA Conditional Letter of Map Revision (CLOMR) Application Supplemental Information, December 2009, Malcolm Pirnie of Michigan, Inc. The CLOMR application supplemental information includes the following documents:
- a. Geotechnical Data Appendix:
    - 1) Geotechnical Investigation Memorandum
    - 2) Design Fill Requirements Memorandum
    - 3) Sheet Pile Extension Memorandum
    - 4) Seepage Memorandum
    - 5) Settlement Memorandum
  - b. Reference Drawings
  - c. Reference Documents:
    - 1) 1979 Township of Ann Arbor, Flood Insurance Study (FIS)
    - 2) Order & Permit No. FP-721 for Alteration or Occupation of a Floodway
    - 3) WWTP Facilities Renovations, Flood Emergency Response Plan (FERP)
6. The approved Ann Arbor Wastewater Treatment Plant FEMA Conditional Letter of Map Revision (CLOMR) Application Response to Administrative Review Comments, July 2010, Malcolm Pirnie of Michigan, Inc. The CLOMR response to administrative review comments includes the following documents:
- a. Attachment A – Revised Floodway and Floodplain Analysis Report
  - b. Attachment B – Proof of Public Notice
  - c. Attachment C – Revised Annotated FIRM
  - d. Attachment D – Proof of Payment
  - e. Attachment E – Certified Topographic Map – Record of Correspondence
7. Documents identified in Paragraph SC-4.02.C. are available for review from ARC Michigan/Dunn Blue as described in the Advertisement at its own expense.

SC-4.06.A Add a new Paragraph immediately after Paragraph 4.06.A that is to read as follows:

SC-4.06.A.1 In the preparation of the Drawings and Specifications, Engineer has relied upon:

- a. The following report of a Hazardous Environmental Condition at the Site.
  - 1) Pre-demolition Survey, Field Investigation Report, dated June 2005, prepared by Malcolm Pirnie, Inc.
  - 2) The technical data contained in such report upon which Contractor may rely are: the testing methods, the locations and logs of the sampling and testing, the laboratory test methods and results, and similar factual data. Sampling and testing information represents characteristics to the extent indicated, only for the point location of the sample. Contractor shall make its own interpretations of the sampling and testing data to be encountered between sampling points.
  - 3) A copy of the above report is available for review from ARC Michigan/Dunn Blue as described in the Advertisement at its own expense.
  - 4) Samples taken for the above report are not available. Contractor may visit the Site to obtain samples for testing by Contractor that would be done at Contractor's expense.
- b. The following drawings relating to a Hazardous Environmental Condition at the Site.
  - 1) In the preparation of the Drawings and Specifications, Engineer has not utilized any drawings related to a Hazardous Environmental Condition identified at the Site. Contractor's attention, however, is directed to information on the nature of the Site provided in the Contract Documents.

SC-4.06.G In the last sentence delete the word "own" and replace it with the word "sole."

SC-5.01.A Change the first part of the second sentence of Paragraph 5.01.A "These bonds shall remain in effect until one year after....." of the General Conditions to read:

The payment bond shall remain in effect for one year and the performance bond shall remain in effect for one year after.....

SC-5.04.B.1 Change the second and third lines of Paragraph 5.04.B.1 by replacing the terms, "Owner and" with the terms, "Owner, Engineer, and Consulting Engineer,"



SC-5.04 Add a new paragraph immediately after Paragraph 5.04.B that is to read as follows:

SC-5.04.C The limits of liability for the insurance required by Paragraph 5.04 shall provide coverage for not less than the following amounts, or greater where required by law:

1. For workers' compensation, and related coverage under Paragraphs 5.04.A.1. and 5.04.A.2.:
  - a. Applicable Federal or State: Statutory
  - b. Maritime not required
  - c. Railroad not required
  - d. Employer's Liability required
  - Each Accident \$500,000
  - Disease:
    - Each Employee \$500,000
    - Policy Limit \$500,000
2. For Contractor's general liability insurance under Paragraphs 5.04.A.3 through 5.04.A.5 and Paragraph 5.04.B (including Premises-Operations, Independent Contractor's Protection, Products and Completed Operations, Broad Form Property Damage, Contractual Liability):
  - a. Bodily Injury:

\$1,000,000	Each Occurrence
\$2,000,000	Per Project Annual Aggregate
  - b. Property Damage:

\$1,000,000	Each Occurrence
\$2,000,000	Per Project Annual Aggregate
  - c. Property Damage liability insurance shall provide Explosion, Collapse and Underground coverages.
3. For Contractor's Automobile Liability under Paragraph 5.04.A.6:
  - a. Bodily Injury:

\$1,000,000	Each Person
\$1,000,000	Each Accident
  - b. Property Damage:

\$1,000,000	Each Occurrence
Or Combined Single Limit of \$1,000,000	
  - c. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle Coverage enumerated above, for each occurrence and for aggregate in the amount of \$10,000,000.

5. In addition to the individuals or entities specified in Paragraph 5.04.B.1 or SC-5.04.B.1 include as additional insureds, the following:
  - a. NTH Consultants LLC
  - b. PMA Consultants LLC
  - c. Atwell LLC

SC-5.06 through SC-5.09, inclusive.

Add new paragraphs immediately after Paragraph 5.05 that are to read as follows:

*SC-5.06. Property Insurance*

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost of the Work \$1,000,000. This insurance shall:
  1. include the interests of Owner, Contractor, Subcontractors, Engineer, and other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
    - a. In addition to the individuals or entities specified above, include as additional insureds, the following:
      - 1) NTH Consultants LLC
      - 2) Atwell LLC
      - 3) PMA Consultants LLC
  2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and start-up; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. Contractor shall purchase and maintain boiler and machinery insurance which will include the interests of Owner, Contractor, Subcontractors, Engineer, and other individuals or entities identified in this Paragraph SC-5.06, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph SC-5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph SC-5.07.
- D. The risk of loss within any deductible amount applicable to the policies of insurance purchased in accordance with this Paragraph SC-5.06 will be borne by Contractor, Subcontractors, or others suffering such loss.

*SC-5.07. Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph SC-5.06 will protect Owner, Contractor, Subcontractors, Engineer, and all other individuals or entities identified in Paragraph SC-5.06 to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and

other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, and all other individuals or entities identified in Paragraph SC-5.06 to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04 or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage, or consequential loss referred to in Paragraph SC-5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, Engineer, and other entities named as additional insureds un Paragraph SC-6.06.A.1.a and the officers, directors,

partners, employees, agents and other consultants and subcontractors of each and any of them.

*SC-5.08. Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph SC-5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph SC-5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.
  
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

*SC-5.09. Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph SC-5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.02.B Add new paragraphs immediately after Paragraph 6.02.B that are to read as follows:

SC-6.02.B.1 Except where otherwise prohibited by Laws or Regulations, regular working hours are defined as up to eight hours per day, beginning no earlier than 7:00 a.m. and ending no later than 5:00 p.m.

SC-6.02.B.2 Maintenance and cleanup activities may be performed during hours other than regular working hours provided that such activities do not require the startup or operation of construction equipment.

SC-6.02.B.3 If it shall become absolutely necessary to perform Work at night or on Saturdays, Sundays, or legal holidays, written notice shall be submitted to Owner and Engineer at least 10 days in advance of the need for such Work. Owner will only consider the performance of such Work as can be performed satisfactorily under the conditions. Good lighting and all other necessary facilities for carrying out and observing the Work shall be provided and maintained where such Work is being performed at night.

SC-6.02.B.4 If Owner authorizes Work during other than regular working hours, Contractor shall reimburse Owner for all Owner's additional costs associated with such Work, including, but not necessarily limited to, the overtime costs for Owner's, and Engineer's personnel on the Site and other additional costs assessed against or incurred by the Owner. At Owner's option, such additional costs may either be deducted from Contractor's progress payments or deducted from the retained amount prior to release following Substantial Completion.

SC-6.02 Insert paragraph SC-6.02 C and the next 20 pages - Required Standard Contract Language: Clean Water State Revolving Fund and Drinking Water Revolving Fund immediately after Paragraph 6.02 B.

**REQUIRED STANDARD CONTRACT  
LANGUAGE: CLEAN WATER STATE  
REVOLVING FUND AND DRINKING  
WATER REVOLVING FUND**

- Davis-Bacon/Prevailing Federal Wages, Including Labor Standards Provisions
- Disadvantaged Business Enterprise (DBE) Requirements\*
- Debarment/Suspension Certification\*

\* Bidders should note these sections contain instructions regarding forms/information that must be completed/included with any submitted bid.

September 2011

**Davis-Bacon/Prevailing Federal Wage Rates**

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. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.



**Replace this page with the appropriate  
Wage Decision and Modifications.**

**NOTE:** The required/appropriate Wage Decision must be obtained from the  
United States Department of Labor (DOL) at:  
<http://www.access.gpo.gov/davisbacon/index.html>

The Wage Decision that appears in the contract specifications must be that  
which was in effect on the date 10 days before bid opening.

Questions regarding prevailing wage and labor standards provisions should  
be directed to the DOL.

29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects

§ 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)(i) (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 <http://www.dol.gov/esa/whd/forms/wh347instr.htm> 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)(i) 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)(i)(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.

(ii) 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 (write the name of the agency) 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 may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action 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 job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its

program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman 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.

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

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

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

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



### **Disadvantaged Business Enterprises (DBE)**

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts, as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting DBEs whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets (Attachment 1), along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.
4. The prime contractor must employ the Good Faith Efforts.

### **Debarment Certification**

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 (Attachment 2).

REF ATTACHED

**Attachment 1**

**Disadvantaged Business Enterprise (DBE) Utilization  
GOOD FAITH EFFORTS WORKSHEET**

# SEE ATTACHED

**Michigan Department of Environmental Quality  
Resource Management Division – Revolving Loan Section  
Disadvantaged Business Enterprise (DBE) Utilization  
State Revolving Fund/Drinking Water Revolving Fund  
GOOD FAITH EFFORTS WORKSHEET**

Bidder: \_\_\_\_\_

Subcontract Area of Work: \_\_\_\_\_

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/Rejected	Please Explain if Rejected
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
(attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Das Wyatt, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

**Michigan Department of Environmental Quality  
Resource Management Division – Revolving Loan Section  
Disadvantaged Business Enterprise (DBE) Utilization  
State Revolving Fund/Drinking Water Revolving Fund  
GOOD FAITH EFFORTS WORKSHEET**

**Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet**

1. Separate worksheets must be provided for each area of work type to be subcontracted out. This includes both major and minor subcontracts.
2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as e-mail, letter, or fax for each area of work type to be subcontracted out. Copies of the solicitation letters/e-mails and fax confirmation sheets must be provided with the worksheet.
3. If contact cannot be achieved with three (3) local DBEs, then the solicitations must be sent to DBEs outside of the local area (i.e. statewide).
4. If the area of work is one where there are less than three (3) DBE contractors, provide copies of printouts from the MDOT and Central Contractor Registration database to document DBE unavailability.
5. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bidding period and that sufficient time was given for the DBE to return a quote.
6. Each DBE firm's price quote must be identified if one was received or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.
7. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.
8. Posting solicitations for quotes/proposals from DBEs in the MITA website is required. Whenever possible, the solicitation needs to be posted for a minimum of 30 days. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the worksheet.
9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:
  - Follow-up e-mails, faxes, or letters.
  - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.

Rick Snyder, Governor

**DEQ**

Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

**Attachment 2**  
***Certification Regarding***  
***Debarment, Suspension, and Other Responsibility Matters***

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

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.

David A Marchiori V.P.

Name and Title of Authorized Representative

Walsh Construction Company II LLC

Name of Participant Agency or Firm

David C. Mondwin

Signature of Authorized Representative

1-11-12

Date

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

**Attachment 3**  
***Frequently Asked Questions About***  
***Disadvantaged Business Enterprise (DBE) Solicitation***



## Disadvantaged Business Enterprise (DBE) Requirements Frequently Asked Questions Regarding Contractor Compliance

**Q:** What is the Good Faith Efforts Worksheet form and how is it to be completed?

**A:** This form captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate Good Faith Efforts Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany this form that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.

**Q:** Can non-certified DBEs be used?

**A:** While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.

**Q:** How does a DBE get certified?

**A:** Applications for certification under MDOT can be found at <http://mdot270.state.mi.us:8080/UCP/FormsServiet>.

Applications for certification under EPA can be found on EPA's Small Business Programs website at <http://www.epa.gov/osbp/grants.htm> under Certification Forms.

**Q:** If a bidder follows the MDOT DBE requirements, will the bidder be in compliance with the SRF/DWRF DBE requirements?

**A:** No. Federally funded highway projects utilize DBE goals, which require that a certain percentage of work be performed by DBE subcontractors. For SRF/DWRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. There is no required DBE participation percentage contract goal for the SRF/DWRF.

**Q:** Must the Good Faith Efforts Worksheet and supporting documentation be turned in with the bid proposals?

**A:** Yes. This is a requirement to document that the contractor has complied with the DBE requirements and the five Good Faith Efforts. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meetings. Failure to show that the five Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.

- Q:** What kinds of documentation should a contractor provide to document solicitation efforts?
- A:** Documentation can include fax confirmation sheets, copies of solicitation letters/e-mails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.
- Q:** How much time will compliance with the Good Faith Efforts require in terms of structuring an adequate bidding period?
- A:** Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.
- Q:** How does a contractor locate certified DBEs?
- A:** The Michigan Department of Transportation has a directory of all Michigan certified entities located at <http://mdot270.state.mi.us:8080/UCP/HomePageServlet>. Additionally, the Central Contractor Registration (CCR) database is another place to search and can be found at [www.ccr.gov](http://www.ccr.gov)
- Q:** If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?
- A:** The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.
- Q:** In the perfect world, the Good Faith Efforts Worksheet is required to be turned in with the proposal. What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be cause to determine that the bidder is non-responsive?
- A:** While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for a determination/documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.
- Q:** If the prime contractor is a DBE, does he have to solicit DBE subcontractors?
- A:** Yes, the DBE requirements still apply if the prime intends to subcontract work out. Good Faith Efforts must be used to solicit DBEs.
- Q:** If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?
- A:** Copies of printouts from MDOT and CCR showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate.

SC-6.08 A Add a new paragraph immediately after Paragraph 6.08 B that is to read as follows:

SC-6.08 B: In accordance with General Conditions 6.08, the CONTRACTOR shall obtain the following permits; Permit to construct in the floodplain, MDEQ/USACE Joint Permit application for the existing and proposed stormwater outfalls, Ann Arbor Township requirements, natural features permit, permit for pumping perched and artesian groundwater, and SESC permit. CONTRACTOR shall be responsible for all permits required to complete the Work. The list of permits provided above is not a complete list of all permits that may be required.

SC-6.09. Add a new paragraph immediately after Paragraph 6.09.C that is to read as follows:

SC-6.09.D Refer to Article SC-18 for Laws and Regulations that, by terms of said Laws and Regulations, are to be included in the Contract Documents. The failure to include in Article SC-18 any Law or Regulation applicable to the performance of the Work does not diminish Contractor's responsibility to comply with all Laws and Regulations applicable to the performance of the Work.

SC-6.10. Add a new paragraph immediately after Paragraph 6.10.A, that is to read as follows:

SC-6.10.B Owner is exempt from payment of sales and compensating use taxes of the State of Michigan and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.
3. Owner's exemption does not apply to the work associated with the new Administration Building with the exception of the process instrumentation and control room.
4. Owner's exemption does not apply to the work associated with the renovations of the existing Maintenance Building.

SC-6.12. Add a new paragraph immediately after Paragraph 6.12.A, that is to read as follows:

SC-6.12.B Contractor will be required to review with Engineer the status of record documents in connection with the Engineer's review of an Application for Payment. Failure to maintain record document current

may be just cause for Engineer to recommend withholding of payments for Work performed.

SC-6.15 Add a new paragraph immediately after Paragraph 6.15.A that is to read as follows:

SC-6.15.B Contractor shall be responsible for coordinating exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with all Laws and regulations. Contractor shall provide a centralized location for the maintenance of the material safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of employers on the Site.

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E that are to read as follows:

SC-6.17.F Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval or acceptance of submittal with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval or acceptance, and Contractor shall reimburse Owner for Engineer's charges for such time.

SC-6.17.G In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor.

SC-6.20 Delete the word "to" in the part of the sentence that reads "...Owner or Engineer or to the officers,..." with the word "of" so that this part of the sentence reads "...Owner or Engineer or of the officers,..."

SC-7.03 Add a new paragraph immediately after Paragraph 7.02 that is to read as follows:

SC-7.03 *Separate Contractor Claims*

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work be made by any other contractor against Contractor, Owner or Engineer, Contractor shall promptly settle with such

other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising directly, indirectly, or consequentially out of or relating to any claim or action, legal or equitable, brought by any other contractor against Owner or Engineer to the extent said claim is based upon Contractor's performance of the Work.
- C. Should another contractor cause damage to the Work or property of Contractor at the Site or should the performance of work by any other contractor at the Site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner or Engineer, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner or Engineer on account of any such damage or claim.
- D. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim therefore in accordance with Article 12.

SC-9.03 Add a new paragraph immediately after Paragraph 9.03.A that is to read as follows:

SC-9.03.B Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally

communicate with Owner with the knowledge of and under the direction of Engineer.

1. Duties and Responsibilities to RPR:
  - a. Schedules: Review the Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  - b. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
  - c. Liaison:
    - 1) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing understanding of the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's operations on the Site.
    - 2) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  - d. Shop Drawings and Samples:
    - 1) Record date of receipt of Shop Drawings and Samples, that are received at the Site.
    - 2) Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - 3) Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
  - e. Review of Work, Rejection of Defective Work, Inspections and Tests:
    - 1) Conduct observations of the Work in progress on the Site to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
    - 2) Report to Engineer when RPR believes that any Work is unsatisfactory, faulty, or defective or does not conform generally to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
    - 3) Verify that tests, equipment, and systems startups, and operating and maintenance training are conducted in the

- presence of appropriate Owner's personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and startups.
- 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- f. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
  - g. Modifications: Consider and evaluate Contractor's suggestions for modifications to Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor decisions issued by Engineer.
  - h. Records:
    - 1) Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, and reproductions of original Contract Documents including all Addenda, Change Orders, Work Change Directives, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
    - 2) Keep a record recording Contractor's hours on the Site, weather conditions, data relative to questions on Change Orders or changed conditions, list of visitors to the Site, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
    - 3) Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - i. Reports:
    - 1) Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals.
    - 2) Consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
    - 3) Prepare draft of proposed Change Orders, obtaining backup documents from Contractor, and provide recommendations to Engineer regarding Change Orders and Field Orders.

- 4) Report immediately to Engineer and Owner upon the occurrence of any Site accident, any Hazardous Environmental Condition, emergencies or acts of God endangering the Work, or property damage by fire or other cause.
- j. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission, and submit recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- k. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.
- l. Completion:
  - 1) Before Engineer issues a certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - 2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public authorities having jurisdiction over the Work.
  - 3) Conduct final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
  - 4) Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance of the Work.
2. Limitations of Authority of RPR: RPR shall not:
  - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, including "or equal" items.
  - b. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  - c. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
  - d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.



- e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- f. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- g. Authorize Owner to occupy the Project in whole or in part.
- h. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

SC-17.07 Add a new paragraph immediately after Paragraph 17.06 that is to read as follows:

17.07 *Publicity*

- A. Contractor shall not disclose to any third party the nature of its Work on the Project, nor engage in publicity or public media disclosures with respect to the Project without the prior written consent of Owner.

ARTICLE SC-18 – STATUTORY REQUIREMENTS

SC-18.01 This Article contains portions of certain Laws or Regulations which, by provision of Law or Regulations, are required to be included in the Contract Documents. The material included in this Article may not be complete or current. Contractor's obligation to comply with all Laws and Regulations applicable to the Work is set forth in Paragraph 6.09 of the General Conditions.

++ END OF SECTION ++

[THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

**Attachments to Addendum No. 2**

**Item No. 2 Attachments:**

- Living Wage Ordinance – City of Ann Arbor- LW-1
- City of Ann Arbor – Living Wage Ordinance Declaration of Compliance – LW-2.
- Instruction for Contractors for Completing CONTRACT COMPLIANCE FORM - AAF3.
- Contract Compliance Form #1. (Entire Organization (Totals for All Locations Where applicable)
- Contract Compliance Form #2 Local Office (Only those employees that will do local or on-site work, if applicable)

<b>Item No. 4 Attachment:</b>	Revised Contract Drawing No. A00-09
<b>Item No. 5 Attachment:</b>	Revised Contract Drawing No. A00-10
<b>Item No. 6 Attachment:</b>	Revised Contract Drawing No. M03-01
<b>Item No. 7 Attachment:</b>	Revised Contract Drawing No. M04-07
<b>Item No. 8 Attachment:</b>	Revised Contract Drawing No. M05-19
<b>Item No. 9 Attachment:</b>	Revised Contract Drawing No. M05-20
<b>Item No. 10 Attachment:</b>	Revised Contract Drawing No. M05-28
<b>Item No. 11 Attachment:</b>	Revised Contract Drawing No. M06-01
<b>Item No. 12 Attachment:</b>	Revised Contract Drawing No. M06-04
<b>Item No. 13 Attachment:</b>	Revised Contract Drawing No. M07-20
<b>Item No. 14 Attachment:</b>	Revised Contract Drawing No. C01-27
<b>Item No. 15 Attachment:</b>	Revised Contract Drawing No. C01-31



→ **RATE EFFECTIVE MAY 1, 2011-ENDING APRIL 29, 2012**←

**LIVING WAGE ORDINANCE – CITY OF ANN ARBOR**

**\$11.83 per hour**

if the employer provides health care benefits\*

**\$13.19 per hour**

if the employer does **NOT** provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time **must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.**

**ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

*\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.*

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

***For Additional Information or to File a Complaint Contact:***

**Linda Newton, Procurement Officer  
734/794-6576 or lnewton@a2gov.org LW-1**



City of Ann Arbor

**LIVING WAGE ORDINANCE  
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:*

- This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
- This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.83/hour when health care is provided, or no less than \$13.19/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2011.

- b) Please check the boxes below which apply to your workforce:

Employees who are assigned to any covered City project or grant will be paid at or above the applicable living wage without health benefits Yes  No

OR

Employees who are assigned to any covered City project or grant will be paid at or above the applicable living wage with health benefits Yes  No

- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

walsh Construction Company II LLC  
Company Name

3011 W. Grand Blvd Ste 2300  
Address City State Zip Detroit MI 48202

David A. Marchiori  
Signature of Authorized Representative

313 873 6600  
Phone (area code)

David A Marchiori  
Type or Print Name and Title

dmarchiori@walshgroup.com  
Email address

1-11-12  
Date signed

ibahou@walshgroup.com

**Questions about this form? Please contact:**  
Procurement Office City of Ann Arbor  
Phone: 734/794-6576 Fax: 734/994-2777





**City of Ann Arbor Procurement Office**

**INSTRUCTIONS FOR CONTRACTORS**

**For Completing CONTRACT COMPLIANCE FORM**

City Policy

The "non discrimination in contracts" provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor's labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

**To complete the form:**

**1) If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
  - who will be working on-site;
  - in the office responsible for completing the contract; or,
  - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

**2) If the company has only one location, fill out Form #1 only.**

**3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization's president.**

**4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.**

**5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.**

**For assistance in completing the form, contact:  
Procurement Office of the City of Ann Arbor  
734/994-2719**

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.



**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE  
CONTRACT COMPLIANCE FORM**

*Entire Organization (Totals for All Locations where applicable)*

Name of Company/Organization Walsh Construction Company LLC Date Form Completed 1-10-12  
 Name and Title of Person Completing this Form Willie A Haydon Name of President  
 Address 3011 W. Grand Blvd Ste 2300 Detroit MI County Wayne Phone # 313 873 6600  
 (Street address) (City) (State) (Zip) (Area Code) (Area Code)  
 Fax# 313 873 6633 Email Address jhaydon@walshgrp.com

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)													TOTAL COLUMNS A-M		
	Male						Female						TOTAL			
	White A	Black or African American B	Asian C	Hispanic or Latino D	Native Hawaiian or Other Pacific Islander F	American Indian or Alaska Native G	White H	Black or African American I	Asian J	Hispanic Latino K	Native Hawaiian or Other Pacific Islander L	American Indian or Alaskan Native M				
Exec/Sr. Level Officials																
Supervisors																
Professionals																
Technicians																
Sales																
Admin. Support																
Craftspeople																
Operatives																
Service Workers																
Laborers/Helper																
Apprentices																
Other																
<b>TOTAL</b>																
<b>PREVIOUS YEAR TOTAL</b>																

*SOE XXXXXXX*



CO= M511156  
U= M511156

**EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
CONSOLIDATED REPORT - TYPE 2**

**SECTION B - COMPANY IDENTIFICATION**

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

**SECTION C - TEST FOR FILING REQUIREMENT**

2.a. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607  
1-Y 2-N 3-Y DUNS NO.:121476675

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	23	0	0	0	0	0	0	0	0	0	0	0	0	23
FIRST/MID OFFICIALS & MGRS	58	2	684	18	2	14	9	2	40	2	0	2	0	0	2	835
PROFESSIONALS	24	14	461	23	0	16	1	8	89	12	0	2	0	0	2	652
TECHNICIANS	6	0	24	2	0	0	0	2	0	0	0	0	0	0	0	34
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	16	37	139	9	0	4	0	1	187	31	2	9	1	1	1	437
CRAFT WORKERS	837	2	1301	139	8	9	25	13	24	8	0	1	1	1	2369	
OPERATIVES	39	0	21	18	0	1	0	0	2	2	0	0	0	0	83	
LABORERS & HELPERS	361	5	495	103	5	6	11	8	23	7	0	0	1	0	1025	
SERVICE WORKERS	4	0	4	0	0	0	0	0	0	0	0	0	0	0	8	
TOTAL	1345	60	3152	312	15	50	46	34	365	62	2	14	3	6	5466	
PREVIOUS REPORT TOTAL	1410	68	3172	316	6	47	52	40	346	65	2	11	4	6	5545	

**SECTION F - REMARKS**

DATES OF PAYROLL PERIOD: 07/18/2011 THRU 07/24/2011  
SECTION G - CERTIFICATION  
CERTIFYING OFFICIAL: TIMOTHY GERKEN  
EEO-1 REPORT CONTACT PERSON: RHONDA CESKA  
EMAIL: rceska@walshgroup.com  
TITLE: CHIEF FINANCIAL OFFICER  
TITLE: HUMAN RESOURCES MANAGER  
TELEPHONE NO: 3125635400  
CERTIFIED DATE[EST]: 08/31/2011 03:54 PM



CO= M511156  
 U= M511156

**EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 HEADQUARTERS REPORT - TYPE 3**

**SECTION B - COMPANY IDENTIFICATION**

1- WALSH GROUP LTD  
 929 W ADAMS ST  
 CHICAGO, IL 60607

**SECTION C - TEST FOR FILING REQUIREMENT**

2.a. WALSH GROUP LTD  
 929 W ADAMS ST  
 CHICAGO, IL 60607  
 1-Y 2-N 3-Y DUNS NO.:003822079

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PREVIOUS REPORT TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

c. N  
 COOK COUNTY

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 236220 Commercial and Institutional Building Construction

**SECTION F - REMARKS**





CO= M511156  
 U= A669547

**EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4**

**SECTION B - COMPANY IDENTIFICATION**

1. WALSH GROUP LTD  
 929 W ADAMS ST  
 CHICAGO, IL 60607

**SECTION C - TEST FOR FILING REQUIREMENT**

2.a. WALSH CONSTRUCTION CO OF IL  
 45 SHAWMUT ROAD  
 3RD FLOOR  
 CANTON, MA 02021  
 NORFOLK COUNTY  
 c. Y

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 236220 Commercial and Institutional  
 Building Construction

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		*****MALE*****										*****FEMALE*****				OVERALL TOTALS
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	NOT-HISPANIC OR LATINO	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	1	0	25	0	0	0	1	0	0	4	0	0	0	0	0	0	31
PROFESSIONALS	0	0	21	0	0	2	0	0	0	1	0	0	0	0	0	0	24
TECHNICIANS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	6	0	0	0	0	0	1	7	0	0	0	0	0	0	14
CRAFT WORKERS	1	0	25	2	0	0	0	0	0	0	0	0	0	0	0	0	28
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	1	0	15	0	0	0	0	0	1	0	0	0	0	0	0	0	17
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	3	0	93	2	0	2	1	2	1	12	0	0	0	0	0	0	115
PREVIOUS REPORT TOTAL	6	3	109	8	0	2	1	2	1	15	1	0	0	0	0	0	147

**SECTION F - REMARKS**



CO= M511156  
u= A669558

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. WALSH CONSTRUCTION COMPANY  
1260 EAST SUMMIT STREET  
CROWN POINT, IN 46307  
1-Y 2-N 3-Y DUNS NO.:003822079

LAKE COUNTY  
c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		***** MALE *****										***** FEMALE *****				OVERALL TOTALS
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGRS	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3
FIRST/MID OFFICIALS & MGRS	1	0	37	0	0	1	0	0	0	0	0	0	0	0	1	0	41
PROFESSIONALS	0	0	31	1	0	1	0	0	0	0	0	0	0	0	0	0	38
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	11	0	0	0	0	0	0	0	0	0	0	0	0	0	23
CRAFT WORKERS	7	0	169	2	0	0	0	4	0	0	0	0	0	0	0	0	187
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	22	1	84	2	0	0	0	0	0	0	0	0	0	0	0	0	113
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	30	1	335	5	0	0	2	4	1	3	0	0	0	0	2	0	405
PREVIOUS REPORT TOTAL	28	0	310	12	0	0	0	2	1	16	3	0	0	0	0	0	372

SECTION F - REMARKS



CO= M511156  
U= A69560

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. ARCHER WESTERN CONTRACTORS LTD  
1830 N 95TH AVENUE  
SUITE 114  
PHOENIX, AZ 85015  
MARICOPA COUNTY  
c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRST/MID OFFICIALS & MGRS	2	0	30	0	0	0	3	0	1	0	0	0	0	0	0	36
PROFESSIONALS	3	0	17	0	0	0	0	0	2	0	0	0	0	0	0	22
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	1	6	0	0	0	0	0	5	1	0	0	0	0	0	13
CRAFT WORKERS	55	0	61	0	0	0	5	0	0	0	0	0	0	1	0	122
OPERATIVES	6	0	3	0	0	0	0	0	0	0	0	0	0	0	0	9
LABORERS & HELPERS	15	0	25	0	0	0	6	0	2	0	0	0	0	1	0	49
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	81	1	143	0	0	0	14	0	10	1	0	0	0	2	0	252
PREVIOUS REPORT TOTAL	26	2	127	0	3	0	18	2	10	0	0	0	0	3	1	192

SECTION F - REMARKS



CO= M511156  
u= A669571

**EQUAL EMPLOYMENT OPPORTUNITY**  
2011 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

**SECTION B - COMPANY IDENTIFICATION**

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

**SECTION C - TEST FOR FILING REQUIREMENT**

2.a. ARCHER WESTERN CONTRACTORS LTD  
2121 AVENUE J  
SUITE 103  
ARLINGTON, TX 76006  
TARRANT COUNTY  
c. Y

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 236220 Commercial and Institutional  
Building Construction

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
FIRST/MID OFFICIALS & MGRS	27	1	99	0	0	2	2	0	4	0	0	0	0	0	0	135
PROFESSIONALS	6	3	53	2	0	2	1	2	7	0	0	1	0	0	1	78
TECHNICIANS	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	3
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	1	8	1	0	0	0	0	0	16	0	0	0	0	0	0	26
CRAFT WORKERS	316	0	44	8	0	0	1	1	0	0	0	0	0	0	0	370
OPERATIVES	24	0	4	0	0	0	0	0	0	0	0	0	0	0	0	28
LABORERS & HELPERS	101	0	17	5	0	0	1	1	0	0	0	0	0	0	0	125
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	477	12	220	16	0	4	5	4	27	0	0	1	0	0	1	767
PREVIOUS REPORT TOTAL	563	18	294	27	0	4	4	5	35	2	0	1	0	0	1	954

**SECTION F - REMARKS**





CO= M511156  
U= AR60342

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. ARCHER WESTERN CONTRACTORS LTD.  
4343 ANCHOR PLAZA PARKWAY  
# 155  
TAMPA, FL 33634  
HILLSBOROUGH COUNTY  
c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	1	0	18	1	1	0	0	0	0	0	0	0	0	0	0	22
PROFESSIONALS	3	1	28	0	0	1	0	0	0	0	0	0	0	0	0	35
TECHNICIANS	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	4
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	1	0	4	0	0	0	0	0	0	0	0	0	0	0	0	14
CRAFT WORKERS	35	0	53	9	0	0	0	0	0	0	0	0	0	0	0	98
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
LABORERS & HELPERS	9	0	8	7	0	0	0	0	0	0	0	0	0	0	0	27
SERVICE WORKERS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
TOTAL	49	1	116	17	1	2	0	0	0	0	0	0	0	0	0	203
PREVIOUS REPORT TOTAL	45	2	87	10	1	1	0	0	0	0	0	0	0	0	0	157

SECTION F - REMARKS



CO= M511156  
u= BB75130

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. WALSH CONSTRUCTION COMPANY  
333 TECHNOLOGY DRIVE, SUITE 205  
CANONSBURG, PA 15317

1-Y 2-N 3-Y DUNS NO.:003822079

WASHINGTON COUNTY  
c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRST/MID OFFICIALS & MGRS	2	0	78	2	0	0	0	0	0	0	0	0	0	0	0	84
PROFESSIONALS	1	0	42	1	0	2	0	0	0	0	0	0	0	0	0	53
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	1	0	18	0	0	1	0	0	0	0	0	1	0	0	0	39
CRAFT WORKERS	8	0	256	22	0	0	3	1	7	3	0	0	0	0	0	300
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	4	0	127	15	0	0	1	1	3	0	0	0	0	0	0	151
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	16	0	522	40	0	0	4	2	36	4	0	1	0	0	0	628
PREVIOUS REPORT TOTAL	3	0	415	15	0	0	2	1	15	0	0	0	1	0	0	452

SECTION F - REMARKS



CO= M511156  
u= BW49622

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. ARCHER WESTERN CONTRACTORS  
112 PHEASANT WOOD COURT  
SUITE A  
MORRISVILLE, NC 27560  
WAKE COUNTY  
c. Y

1-Y 2-N 3-Y DUNS NO.:829524342

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		***** MALE *****										***** FEMALE *****				OVERALL TOTALS
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	4	0	38	0	0	0	0	0	0	0	0	0	0	0	0	0	46
PROFESSIONALS	0	1	21	2	0	0	0	0	0	0	0	0	0	0	0	0	29
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	12
CRAFT WORKERS	31	0	19	0	0	0	0	0	0	0	0	0	0	0	0	0	51
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	5	0	7	2	0	0	0	0	0	0	0	0	0	0	0	0	14
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	40	1	87	4	0	0	1	0	0	0	0	0	0	0	0	0	152
PREVIOUS REPORT TOTAL	55	1	84	7	0	0	0	2	0	0	0	0	0	0	0	0	167

SECTION F - REMARKS



CO= M511156  
U= CD49162

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

2.a. R&L BROSAMER INC  
1777 OAKLAND BLVD  
#300  
WALNUT CREEK, CA 94596  
CONTRA COSTA COUNTY  
c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:879072908

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRST/MID OFFICIALS & MGRS	2	0	24	0	0	1	0	0	0	1	0	0	0	0	0	29
PROFESSIONALS	0	0	13	1	0	0	2	0	1	0	0	0	0	0	0	19
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	4	3	6	0	0	2	0	0	0	10	2	0	1	1	1	30
CRAFT WORKERS	51	0	80	14	3	7	5	4	2	2	1	0	1	0	0	168
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	40	0	15	2	0	1	0	0	0	0	1	0	0	0	0	59
SERVICE WORKERS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TOTAL	98	3	139	17	3	13	5	5	15	5	5	2	1	1	0	307
PREVIOUS REPORT TOTAL	65	5	73	4	0	13	1	1	17	5	0	1	0	1	0	186

SECTION F - REMARKS





CO= M511156  
 U= EG4563

EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
 929 W ADAMS ST  
 CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. RALEIGH-BURHAM ROADBUILDERS  
 929 W ADAMS STREET  
 CHICAGO, IL 60607

1-Y 2-N 3-Y DUNS NO.:831146464

COOK COUNTY  
 C. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
 Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
TECHNICIANS	0	0	6	1	0	0	0	0	0	0	0	0	0	0	0	7
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	1	0	3	0	0	0	0	0	0	0	0	0	0	0	0	6
CRAFT WORKERS	69	0	33	7	0	0	0	1	0	0	0	0	0	0	0	112
OPERATIVES	2	0	4	3	0	0	0	0	0	0	0	0	0	0	0	9
LABORERS & HELPERS	22	2	13	6	0	0	0	0	1	0	0	0	0	0	0	46
SERVICE WORKERS	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	3
TOTAL	95	2	64	17	0	0	0	1	1	0	0	0	0	0	0	186
PREVIOUS REPORT TOTAL	51	0	51	9	0	0	0	0	0	0	0	0	0	0	0	116

SECTION F - REMARKS



CO# M511156  
U# EG44574

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. WALSH - PCL JOINT VENTURE II  
929 WEST ADAMS STREET  
CHICAGO, IL 60607

1-Y 2-N 3-Y DUNS NO.:

COOK COUNTY  
c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
PROFESSIONALS	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
TECHNICIANS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	6	0	91	5	0	0	2	0	3	0	0	0	0	0	0	107
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	5	0	17	3	0	0	0	0	1	2	0	0	0	0	0	28
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	11	0	113	8	0	0	2	0	4	2	0	0	0	0	0	140
PREVIOUS REPORT TOTAL	6	0	80	6	0	0	1	0	1	1	0	0	0	0	0	95

SECTION F - REMARKS



CO= M511156  
 U= EG44585

EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
 929 W ADAMS ST  
 CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. ARCHER WESTERN/ALBERICI JV  
 929 W ADAMS STREET  
 CHICAGO, IL 60607

1-Y 2-N 3-Y DUNS NO.:830267949

COOK COUNTY  
 C. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
 Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
TECHNICIANS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	24	0	15	9	0	0	0	0	0	0	0	0	0	0	0	49
OPERATIVES	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
LABORERS & HELPERS	4	0	3	8	0	0	0	0	0	0	0	0	0	0	0	15
SERVICE WORKERS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TOTAL	30	0	19	18	0	0	0	0	0	0	0	0	0	0	0	72
PREVIOUS REPORT TOTAL	37	1	81	43	0	0	0	0	2	3	0	0	0	0	0	172

SECTION F - REMARKS



CO= M511156  
u= P106375

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. ARCHER WESTERN CONTRACTORS LTD  
2410 PACES FERRY ROAD SE  
SUITE 600  
ATLANTA, GA 30339  
FULTON COUNTY  
c. Y

1-Y 2-N 3-Y DUNS NO.:829524342

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		***** MALE *****										***** FEMALE *****				OVERALL TOTALS	
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	NOT-HISPANIC OR LATINO	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGRS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
FIRST/MID OFFICIALS & MGRS	4	0	61	4	0	0	0	0	0	0	0	0	0	0	0	0	0	71
PROFESSIONALS	4	2	45	9	0	2	0	0	3	1	0	0	0	0	0	0	0	66
TECHNICIANS	1	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	4
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	2	4	13	4	0	0	0	0	0	14	8	0	0	0	0	0	0	45
CRAFT WORKERS	172	1	120	47	0	0	0	0	0	1	1	0	0	0	0	0	0	342
OPERATIVES	7	0	9	15	0	1	0	0	0	0	2	0	0	0	0	0	0	34
LABORERS & HELPERS	54	0	55	27	2	0	1	1	2	5	2	0	0	0	0	0	0	148
SERVICE WORKERS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TOTAL	245	7	307	106	2	2	3	1	6	21	13	0	0	0	0	0	0	713
PREVIOUS REPORT TOTAL	301	7	252	97	1	1	4	1	5	21	21	0	0	0	0	0	0	712

SECTION F - REMARKS





CO= M511156  
U= P106386

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. WALSH CONSTRUCTION COMPANY  
929 W ADAMS ST  
CHICAGO, IL 60607  
1-Y 2-N 3-Y DUNS NO.:003822079

COOK COUNTY  
c. y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	13	0	0	0	0	0	0	0	0	0	0	0	0	13
FIRST/MID OFFICIALS & MGRS	13	1	267	10	1	9	2	2	23	1	0	1	0	0	0	330
PROFESSIONALS	6	7	182	6	0	4	0	2	56	11	0	1	0	0	1	276
TECHNICIANS	2	0	11	0	0	0	0	0	0	0	0	0	0	0	0	13
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	6	21	69	5	0	0	0	0	87	17	2	4	0	0	0	211
CRAFT WORKERS	50	1	331	11	5	2	3	5	6	1	0	0	0	0	1	416
OPERATIVES	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
LABORERS & HELPERS	79	2	108	24	3	5	2	1	4	2	0	0	0	0	0	230
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	156	32	981	56	9	20	7	10	177	32	2	6	0	0	0	1490
PREVIOUS REPORT TOTAL	208	29	1176	77	1	23	16	20	180	28	1	5	0	1	1	1765

SECTION F - REMARKS



CO= M511156  
u= AR58835

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
REPORT - TYPE 8

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. ARCHER WESTN CONTRACTORS LTD.  
4747 VIEWRIDGE AVE SUITE 210  
SAN DIEGO, CA 92123

1-Y 2-N 3-Y DUNS NO.:829524342

SAN DIEGO COUNTY  
c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	1	0	6	0	0	1	0	0	0	0	0	0	0	0	0	8
PROFESSIONALS	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	5
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	2	0	3	0	0	0	0	0	0	0	0	0	0	0	0	5
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	4	0	11	0	0	1	0	0	0	0	0	0	0	0	0	18
PREVIOUS REPORT TOTAL	16	0	33	1	0	2	1	0	0	0	1	3	0	1	0	58

SECTION F - REMARKS



CO= M511156  
U= NEW

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
REPORT - TYPE 8

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. CAPITAL CONTRACTING CO. INC.  
1254 CENTRA VILLA DRIVE S.W.  
ATLANTA, GA 30311

1-Y 2-N 3-Y DUNS NO.:831123356

FULTON COUNTY

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	10	0	0	3	0	0	0	0	0	0	0	0	0	0	0	13
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	10	0	1	6	0	0	0	0	0	0	0	0	0	0	0	17
PREVIOUS REPORT TOTAL																

SECTION F - REMARKS



CO= M511156  
U= NEW

EQUAL EMPLOYMENT OPPORTUNITY  
2011 EMPLOYER INFORMATION REPORT  
REPORT - TYPE 8

SECTION B - COMPANY IDENTIFICATION

1. WALSH GROUP LTD  
929 W ADAMS ST  
CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. WALSH/II IN ONE JV IV  
929 W ADAMS STREET  
CHICAGO, IL 60607  
1-Y 2-N 3-Y DUNS NO.:964755883

COOK COUNTY

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS				
	MALE	FEMALE	***** MALE *****					***** FEMALE *****									
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
PREVIOUS REPORT TOTAL																	

SECTION F - REMARKS





CO= EK41456  
 U= EK41456

EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. WALSH CONSTRUCTION GROUP LLC  
 929 W ADAMS ST  
 CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. WALSH CONSTRUCTION GROUP LLC  
 929 W ADAMS ST  
 CHICAGO, IL 60607

1-Y 2-Y 3-N DUNS NO.:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	6	0	49	4	0	0	0	0	3	0	0	0	0	0	0	62
PROFESSIONALS	3	0	35	1	0	0	0	0	3	0	0	0	0	0	0	42
TECHNICIANS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	1	0	13	0	0	1	0	0	14	2	0	0	0	0	1	32
CRAFT WORKERS	19	0	110	7	0	0	0	1	2	1	0	0	0	0	0	140
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	16	0	30	5	0	0	0	0	2	0	0	0	0	0	0	53
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	45	0	238	17	0	1	0	1	24	3	0	0	0	0	1	330
PREVIOUS REPORT TOTAL																

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 07/18/2011 THRU 07/24/2011  
 SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: TIMOTHY GERKEN  
 EEO-1 REPORT CONTACT PERSON: RHONDA CESKA  
 EMAIL: rceska@walshgroup.com

TITLE: CHIEF FINANCIAL OFFICER  
 TITLE: HUMAN RESOURCES DIRECTOR  
 TELEPHONE NO: 3125635400

CERTIFIED DATE[EST]: 08/31/2011 11:39 AM



CO= EK41456  
 u= EK41456

EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 HEADQUARTERS REPORT - TYPE 3

SECTION B - COMPANY IDENTIFICATION

1. WALSH CONSTRUCTION GROUP LLC  
 929 W ADAMS ST  
 CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. WALSH CONSTRUCTION GROUP LLC  
 929 W ADAMS ST  
 CHICAGO, IL 60607

1-Y 2-Y 3-Y DUNS NO.:963849828

COOK COUNTY

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
 Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS		
	MALE	FEMALE	***** MALE *****					***** FEMALE *****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PREVIOUS REPORT TOTAL															

SECTION F - REMARKS



CO= EK41456  
 U= EK66105

EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WALSH CONSTRUCTION GROUP LLC  
 929 W ADAMS ST  
 CHICAGO, IL 60607

SECTION C - TEST FOR FILING REQUIREMENT

2.a. WALSH CONSTRUCTION COMPANY II  
 929 W ADAMS STREET  
 CHICAGO, IL 60607

COOK COUNTY

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 236220 Commercial and Institutional  
 Building Construction

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	4	0	44	2	0	0	0	0	3	0	0	0	0	0	0	53
PROFESSIONALS	1	0	33	1	0	0	0	0	3	0	0	0	0	0	0	38
TECHNICIANS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	1	0	12	0	0	1	0	0	14	2	0	0	0	0	1	31
CRAFT WORKERS	16	0	108	7	0	0	0	0	2	1	0	0	0	0	0	135
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	15	0	29	4	0	0	0	0	2	0	0	0	0	0	0	50
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	37	0	227	14	0	0	1	0	24	3	0	0	0	0	1	308
PREVIOUS REPORT TOTAL																

SECTION F - REMARKS



CO= EK41456  
 U= EK66051

**EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 REPORT - TYPE 8**

**SECTION B - COMPANY IDENTIFICATION**

1. WALSH CONSTRUCTION GROUP LLC  
 929 W ADAMS ST  
 CHICAGO, IL 60607

**SECTION C - TEST FOR FILING REQUIREMENT**

2.a. WALSH MIRON JOINT VENTURE  
 929 W ADAMS STREET  
 CHICAGO, IL 60607

1-Y 2-Y 3-Y DUNS NO.:

COOK COUNTY

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 236220 Commercial and Institutional  
 Building Construction

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS		
	MALE	FEMALE	***** MALE *****	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2
PREVIOUS REPORT TOTAL															

**SECTION F - REMARKS**





CO= EK41456  
 U= EK66073

**EQUAL EMPLOYMENT OPPORTUNITY  
 2011 EMPLOYER INFORMATION REPORT  
 REPORT - TYPE 8**

**SECTION B - COMPANY IDENTIFICATION**

1. WALSH CONSTRUCTION GROUP LLC  
 929 W ADAMS ST  
 CHICAGO, IL 60607

**SECTION C - TEST FOR FILING REQUIREMENT**

2.a. ARCHER WESTERN CONSTRUCTION  
 2121 AVENUE J  
 SUITE 103  
 ARLINGTON, TX 76006  
 TARRANT COUNTY

1-Y 2-Y 3-Y DUNS NO.:963849901

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 236220 Commercial and Institutional  
 Building Construction

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS				
	MALE	FEMALE	***** MALE *****					***** FEMALE *****									
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	2	0	5	2	0	0	0	0	0	0	0	0	0	0	0	0	9
PROFESSIONALS	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	4
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
CRAFT WORKERS	3	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	5
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	8	0	10	2	0	0	0	0	0	0	0	0	0	0	0	0	20
PREVIOUS REPORT TOTAL																	

**SECTION F - REMARKS**



**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE  
CONTRACT COMPLIANCE FORM**

*Local Office (Only those employees that will do local or on-site work, if applicable)*

Name of Company/Organization Walsh Construction Company 1 LLC Date Form Completed 1-10-12  
 Name and Title of Person Completing this Form Julie A Haydon Office Mgr.  
 Fax# 313 873 6633 Email Address jhaydon@walshgroup.com  
 (Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)											TOTAL COLUMNS A-M					
	Male					Female					TOTAL						
	A	B	C	D	F	G	H	I	J	K			L	M			
Exec/Sr. Level Officials																	
Supervisors	7																
Professionals																	
Technicians																	
Sales																	
Admin. Support								1									
Craftspeople																	
Operatives																	
Service Workers																	
Laborers/Helper																	
Apprentices																	
Other																	
TOTAL	7							1									
PREVIOUS YEAR TOTAL	0							0									

Questions about this form? Call 734/994-2719



64

1

2

3



Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: LOCKERS

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Alme Wire & Iron	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
Steel Equipment Co.	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	Might Bid?
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor **DEQ** Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environment Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: DEWATERING

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
CHEROKEE ENTERPRISES			\$	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 33 & 34 of the Natural Resources and Environmental Protection Act, 1994 PA 431, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)



Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: GEOTECHNICAL INSTRUMENTATION

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/Rejected	Please Explain if Rejected
CTI ASSOCIATES	MBE		\$136,327	<input type="checkbox"/> A <input type="checkbox"/> R	
SOMAT ENGINEERING	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	
TESTING ENGINEERS & CONSULTANTS	MBE		\$180,468	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

SEE ATTACHED LIST

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Don Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: ELECTRICAL

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

W.O.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
BAYVIEW ELECTRIC	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Dan Wyast, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: HVAC / MECHANICAL / PLUMBING

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

HVAC  
 MECH  
 MECH. W.B.  
 MECH.  
 PLUMB.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
ALLIED VENTILATION	WBE			<input type="checkbox"/> A <input type="checkbox"/> R	W.N.B. NOT ENOUGH TIME
BARON MECHANICAL	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	W.N.B. NOT INTERESTED
BOONE & DARR	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
E.L. MECHANICAL	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	NO RESPONSE
PREDE MECHANICAL	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	TOO COMPLEX
SPYLOUSE PLUMBING	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	NO RESPONSE

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Don Wysz, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 431, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: HOISTING EQUIPMENT

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
CRANE TECHNOLOGIES	WBE		\$189,348	<input type="checkbox"/> A <input type="checkbox"/> R	
MT. CLEMENS CRANE	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
N. AMERICAN INDUSTRIES	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: FIRE PROTECTION

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
PROFESSIONAL SPRINKLER INC	SOE		\$76,540	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Dao Wysz, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: TOILET PARTITIONS

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Airtcc Corporation	WDBE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Don Wynn, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: PROJECTION SCREENS / VISUAL DISPLAY BOARDS

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
BUSINESS ACCESSORIES CORP.			\$2,507	<input type="checkbox"/> A <input type="checkbox"/> R	
Northwest Acoustical, Inc.	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
Integrated Interiors	WBE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 431, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: PAINTING

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/Rejected	Please Explain if Rejected
3LK COATINGS	Subcontract			<input type="checkbox"/> A <input type="checkbox"/> R	
AJS INDUSTRIAL COATINGS	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	No Response
ENOVANCE COATINGS				<input type="checkbox"/> A <input type="checkbox"/> R	
EUGENIE PAINTING CO.				<input type="checkbox"/> A <input type="checkbox"/> R	
HERMES PAINTING	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	Too Complex
SIGNATURE CONTRACTORS GROUP	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	WELL BFD OTHER PROJECTS NOT WWTSP

W.B.  
MAYBE

W.B.

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Das Wyatt, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)



Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: CARPET

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contract	Date of Contact	Price Quote Received	Accepted/Rejected	Please Explain if Rejected
CITY CARPET FLOORING	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	WAS NOT ENOUGH TIME
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: CONCRETE SUPPLIERS / PRE-CAST CONCRETE STRUCTURES

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Advanced Concrete Products			\$2,950	<input type="checkbox"/> A <input type="checkbox"/> R	
Barnsco	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Don Wyatt, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 431, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: FENCES ? GATES / LANDSCAPING

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
DEWITT FENCE CO.	WBE			<input type="checkbox"/> A <input type="checkbox"/> R	
SHANROCK FENCE CO.	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
OWENS LANDSCAPING				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

SEE ATTACHED LIST

Please include the completed worksheet and supporting documentation with the bid proposal.

Nick Snyder, Governor

**DEQ**

Don Wynn, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: DRILLED PIERS

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contract	Date of Contact	Price Quote Received	Accepted/Rejected	Please Explain if Rejected
UNION CAISSAN	DBE			<input type="checkbox"/> A <input type="checkbox"/> R	would try to Bid, etc.
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Dao Wyatt, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 431, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: SITE CONCRETE / CAST-IN-PLACE CONCRETE

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
ELS CONSTRUCTION	MRE			<input type="checkbox"/> A <input type="checkbox"/> R	TOO COMPLEX NOT ENOUGH TIME TO
F & M CONTRACTORS, INC.	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	NOT ENOUGH TIME TO TOO COMPLEX
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Bid w/ Holidays

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Don Wyatt, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 431, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division -- Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: HOISTING EQUIPMENT SPEC. 14602

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
<u>CRAVE TECHNOLOGIES</u>			<u>\$85,348</u>	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

SEE ATTACHED LIST

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Dan Wyzal, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 431, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: DOORS / FRAMES / HARDWARE

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Norwood Hardware (WEE)			\$211,112	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Don Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: CONCRETE PAVING (CURB & GUTTER)

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
<u>CHERRY HILL CONTRACTORS INC.</u>			<u>N/D QUOTE</u>	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

SEE ATTACHED LIST

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Don Wyatt, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)



Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: REINFORCING STEEL

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

*Acc Steel Erection, Inc.  
Rudy Pau*

*313.873.6633*

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/Rejected	Please Explain if Rejected
Ace Steel Erection, Inc.			\$635/ton	<input type="checkbox"/> A <input type="checkbox"/> R	
City Steel, Inc.			\$1,055/ton	<input type="checkbox"/> A <input type="checkbox"/> R	
Foundation Steel				<input type="checkbox"/> A <input type="checkbox"/> R	
Quality Re-Steel	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Dan Wyzni, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: Ceramic Tile

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/Rejected	Please Explain if Rejected
Boston Tile & Terra Zito Co.	Subcon.		\$5,730	<input type="checkbox"/> A <input type="checkbox"/> R	
Artisan Tile	WBE			<input type="checkbox"/> A <input type="checkbox"/> R	No Response
S.E. Tile Co.	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: GYPSUM BOARD ASSEMBLIES

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Pontiac Ceiling & Partition	SEE			<input type="checkbox"/> A <input type="checkbox"/> R	
Talan Construction	SEE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: HANDRAILS & RAILINGS

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Golden Railings, Inc.	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
u.B. Performance Railings of NE	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Dan Wynn, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: MASONRY RESTORATION / CRACK REPAIR

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

W.B.  
W.B.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/Rejected	Please Explain if Rejected
D.C. BYERS CO.	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	
MARK I RESTORATION	WBE			<input type="checkbox"/> A <input type="checkbox"/> R	
OHIO BLENDED RESTO				<input type="checkbox"/> A <input type="checkbox"/> R	NO RESPONSE
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Don Wyzal, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: MASONRY

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

	Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
N.B.	ALFORD CONSTRUCTION CO.	MASONRY SUBCON.			<input type="checkbox"/> A <input type="checkbox"/> R	
N.B.	EFFICIENT DESIGN CONST.	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	Too Complex Duration
W.B.	LEFDAL 1/2 HART MASONRY	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
	NAVETTA MASONRY	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	
					<input type="checkbox"/> A <input type="checkbox"/> R	
					<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Don Wynn, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division -- Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: MATERIALS TESTING / ABATEMENT

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
CTI ASSOCIATES	Materials Testing		\$138,030	<input type="checkbox"/> A <input type="checkbox"/> R	
QUALIFIED ABATEMENT	Asbestos Abatement		\$11,600	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: SKYLIGHTS

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

ILLINOIS,

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
United Skys, Inc.	SEE			<input type="checkbox"/> A <input type="checkbox"/> R	Wrong type of skylight spec'd.
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

SEE ATTACHED LIST

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

DEQ

Dan Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)



Michigan Department of Environmental Quality  
 Resource Management Division -- Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: GLAZING

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
Peterson Glass Company	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	Not Enough Time
Modern Mirror & Glass	WBE		\$1232,150	<input type="checkbox"/> A <input type="checkbox"/> R	
Lansing Glass Company	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	out of work Area, Not Enough Time
JXL Glass Co.	WBE		\$245,300	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Don Wynn, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: STRUCTURAL STEEL / MISC. METALS

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
IDEAL STEEL	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	
MIDWEST STEEL	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	
ROSS STRUCTURAL STEEL	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	NOT ENOUGH TIME
UTICA STEEL	SBE			<input type="checkbox"/> A <input type="checkbox"/> R	NO RESPONSE
MBE TEXAS / U.G. CODY BUILDERS			\$	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

SEE ATTACHED LIST

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Don Wynn, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 431, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: SURVEYING

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
SPALDING DeRecker & Assoc.	MBE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

SEE ATTACHED LIST

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Don Wynn, Director

Authorized under Parts 33 & 34 of the Natural Resources and Environmental Protection Act, 1994 PA 431, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: SITE WORK & TRUCKING

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
BLAZE CONTRACTING				<input type="checkbox"/> A <input type="checkbox"/> R	
BARTHEL CONTRACTING				<input type="checkbox"/> A <input type="checkbox"/> R	
BAUKSTON CONTRACTING				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MTA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

SEE ATTACHED LIST

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Don Wyant, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: PORTABLE FIRE EXTINGUISHER EQUIPMENT

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
BUILDING ACCESSORIES CORP.			\$5694	<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

SEE ATTACHED LIST

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor

**DEQ**

Don Wyatt, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)

Michigan Department of Environmental Quality  
 Resource Management Division - Revolving Loan Section  
 Disadvantaged Business Enterprise (DBE) Utilization  
 State Revolving Fund/Drinking Water Revolving Fund  
**GOOD FAITH EFFORTS WORKSHEET**

Bidder: WALSH CONSTRUCTION COMPANY II, LLC

Subcontract Area of Work: TRUCKING

Contract Goal: Solicit a minimum of three (3) DBEs via email/letter/fax.

List the DBEs contacted for the above area of work and complete the following information for each DBE.

WALSH BID

Company Name	Type of Contact	Date of Contact	Price Quote Received	Accepted/ Rejected	Please Explain if Rejected
STONE DO HAUL & ASSOC. LLC	WBE			<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	
				<input type="checkbox"/> A <input type="checkbox"/> R	

Explanation for Not Achieving Minimum Contacts (attach copies of printouts from the MDOT and Central Contractor Registration databases to document DBE unavailability):

MITA DBE Posting Date: \_\_\_\_\_  
 (attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

**SEE ATTACHED LIST**

Please include the completed worksheet and supporting documentation with the bid proposal.

Rick Snyder, Governor



Dan Wyast, Director

Authorized under Parts 53 & 54 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.  
[www.michigan.gov/deq](http://www.michigan.gov/deq)



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Absolute Fire Protection, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Ann Arbor WWTP Facili...	ITB	josh@absolutefp.net	Wednesday, December 14, 2011 3:47:18 PM	Wednesday, December 14, 2011 3:48:31 PM	Opened	<a href="#">Resend</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 12, 2011  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866)



- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

**Scarlet & Associates Inc., WM. H. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Ann Arbor WWTP Facili...	ITB	JKAUGHER@SCARLETAASSOCIATES.COM	Tuesday, November 22, 2011 11:13:10 AM	Tuesday, November 22, 2011 11:14:15 AM	Opened [Re





[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4

**Kerkstra Precast Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	asnyder@kerkstra.com	Monday, January 09, 2012 7:36:37 PM	Tuesday, January 10, 2012 6:59:13 AM	Opened	[Resend]
ADDENDUM 5 - AAWWTP	ITB Addendum	asnyder@kerkstra.com	Friday, January 06, 2012 4:38:31 PM		Sent	[Resend]
Bidding Subcontractor...	ITB Addendum	asnyder@kerkstra.com	Monday, December 19, 2011 7:35:12 AM		Sent	[Resend]
Ann Arbor WWTP Facili...	ITB	asnyder@kerkstra.com	Tuesday, November 22, 2011 11:13:10 AM		Sent	[Resend]



[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)  
 The [GradeBeam Community](#) welcomes Mike Crumley | Wedne  
[Help](#)
[Instructions](#)
[Suggestions](#)
[Support@GradeBeam](#)



- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

**Mack Inds. of Michigan Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Del Status
Tax Exempt Memo to Bi...	ITB Addendum	ddesjardins@mackconcrete.com	Monday, January 09, 2012 7:36:38 PM		Ser
ADDENDUM 5 - AAWWTP	ITB Addendum	ddesjardins@mackconcrete.com	Friday, January 06, 2012 4:38:32 PM		Ser
Bidding Subcontractor...	ITB Addendum	ddesjardins@mackconcrete.com	Monday, December 19, 2011 7:35:13 AM	Monday, December 19, 2011 9:08:14 AM	Op
Ann Arbor WWTP Facili...	ITB	ddesjardins@mackconcrete.com	Wednesday, November 30, 2011 9:38:43 AM	Wednesday, November 30, 2011 10:16:35 AM	Op
Ann Arbor WWTP Facili...	ITB	ddesjardins@mackconcrete.com	Wednesday, November 30, 2011 9:36:48 AM		Ser
Ann Arbor WWTP Facili...	ITB	info@mackconcrete.com	Wednesday, November 23, 2011 11:22:25 AM	Wednesday, November 23, 2011 11:30:52 AM	Op



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com)

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Alford Construction Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Deliv Status
Tax Exempt Memo to Bi...	ITB Addendum	halford@alfordconstructiongroup.com	Monday, January 09, 2012 7:36:27 PM	Monday, January 09, 2012 7:41:09 PM	Oper
ADDENDUM 5 - AAWWTP	ITB Addendum	halford@alfordconstructiongroup.com	Friday, January 06, 2012 4:38:19 PM	Friday, January 06, 2012 5:25:18 PM	Oper
Bidding Subcontractor...	ITB Addendum	halford@alfordconstructiongroup.com	Monday, December 19, 2011 7:35:03 AM	Monday, December 19, 2011 10:22:06 AM	Oper
Ann Arbor WWTP Facili...	ITB	halford@alfordconstructiongroup.com	Tuesday, November 22, 2011 11:13:09 AM		Sent



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)



The **GradeBeam Community** welcomes Mike Crumley! Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4 of 4

**HMC Mason Contractors Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	(586) 532-8783	Monday, January 09, 2012 7:36:36 PM		Sent	<a href="#">[Resend]</a> 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	(586) 532-8783	Friday, January 06, 2012 4:38:30 PM		Sent	<a href="#">[Resend]</a> 🔍
Bidding Subcontractor...	ITB Addendum	(586) 532-8783	Monday, December 19, 2011 7:35:13 AM		Sent	<a href="#">[Resend]</a> 🔍
Ann Arbor WWTP Facili...	ITB	(586) 532-8783	Tuesday, November 22, 2011 11:13:11 AM		Sent	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4 of 4

**Monte Costella & Co. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bl...	ITB Addendum	chuckw@montecostella.com	Monday, January 09, 2012 7:36:39 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	chuckw@montecostella.com	Friday, January 06, 2012 4:38:34 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	chuckw@montecostella.com	Monday, December 19, 2011 7:35:14 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	chuckw@montecostella.com	Tuesday, November 22, 2011 11:13:09 AM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Efficient Design Construction Message History**

*Ann Arbor WWTP Facilities Renovation Project*

**\* Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Ann Arbor WWTP Facili...	ITB	effdes@sbcglobal.net	Tuesday, November 22, 2011 11:13:09 AM	Tuesday, November 22, 2011 11:27:38 AM	Opened	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1 thru 4 of 4

**D.C. Byers Company/Grand Rapids, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	doug@dcbyers.com	Monday, January 09, 2012 7:36:32 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	doug@dcbyers.com	Friday, January 06, 2012 4:38:25 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	doug@dcbyers.com	Monday, December 19, 2011 7:35:07 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	doug@dcbyers.com	Wednesday, November 23, 2011 3:10:08 PM		Sent	[Resend] 🔍



[WORKSPACE](#) | [MY INBOX](#) | [DIRECTORY](#) | [PUBLIC BIDS](#) | [COMPANY](#) | [MY PROFILE](#) | [REPORTS](#) | [LOGOFF](#)  
 The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 1  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 48



- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Records 1 th

**Mark 1 Restoration Services, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bi...	ITB Addendum	kelly@mark1restoration.com	Monday, January 09, 2012 7:36:38 PM		Sent <a href="#">[Respo</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	kelly@mark1restoration.com	Friday, January 06, 2012 4:38:32 PM	Friday, January 06, 2012 4:40:06 PM	Opened <a href="#">[Respo</a>
Bidding Subcontractor...	ITB Addendum	kelly@mark1restoration.com	Monday, December 19, 2011 7:35:13 AM		Sent <a href="#">[Respo</a>
Ann Arbor WWTP Facili...	ITB	kelly@mark1restoration.com	Tuesday, November 22, 2011 11:13:09 AM		Sent <a href="#">[Respo</a>





[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley! Wednesday, January 11,  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-



- Project**
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Records 1 thru

**Ohio Building Restoration, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	richkotnik.obr@att.net	Monday, January 09, 2012 7:36:40 PM		Sent	<a href="#">[Resend]</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	richkotnik.obr@att.net	Friday, January 06, 2012 4:38:36 PM		Sent	<a href="#">[Resend]</a>
Bidding Subcontractor...	ITB Addendum	richkotnik.obr@att.net	Monday, December 19, 2011 7:35:15 AM		Sent	<a href="#">[Resend]</a>
Ann Arbor WWTP Facili...	ITB	richkotnik.obr@att.net	Tuesday, November 22, 2011 3:36:30 PM	Thursday, November 24, 2011 1:37:16 PM	Opened	<a href="#">[Resend]</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley! Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4 of 4

**Midwest Steel, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	tombroad@midweststeel.com	Monday, January 09, 2012 7:36:39 PM		Sent	<a href="#">[Resend]</a> 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	tombroad@midweststeel.com	Friday, January 06, 2012 4:38:33 PM		Sent	<a href="#">[Resend]</a> 🔍
Bidding Subcontractor...	ITB Addendum	tombroad@midweststeel.com	Monday, December 19, 2011 7:35:14 AM		Sent	<a href="#">[Resend]</a> 🔍
Ann Arbor WWTP Facili...	ITB	tombroad@midweststeel.com	Wednesday, November 23, 2011 5:03:01 PM		Sent	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-

- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Records 1 thru

**Titus Welding Co. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	brian@jfcav.com	Monday, January 09, 2012 7:36:44 PM	Tuesday, January 10, 2012 7:45:46 AM	Opened	<a href="#">[Resend]</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	brian@jfcav.com	Friday, January 06, 2012 4:38:46 PM	Tuesday, January 10, 2012 7:52:36 AM	Opened	<a href="#">[Resend]</a>
Bidding Subcontractor...	ITB Addendum	brian@jfcav.com	Monday, December 19, 2011 7:35:19 AM		Sent	<a href="#">[Resend]</a>
Ann Arbor WWTP Facili...	ITB	brian@jfcav.com	Wednesday, November 23, 2011 5:03:01 PM	Wednesday, November 30, 2011 6:11:41 AM	Opened	<a href="#">[Resend]</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

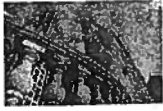
The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](#) | (866) 482-7669



- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

**Ross Structural Steel Company, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Delivery Status	
Ann Arbor WWTP Facili...	ITB	lross@rosssteel.com	Tuesday, November 22, 2011 1:40:51 PM	Tuesday, November 22, 2011 1:42:18 PM	Opened	<a href="#">[Resend]</a>



[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)

The GradeBeam Community welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | 
 [Instructions](#) | 
 [Suggestions](#) | 
 [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | 
 (866) 482-76

Records 1 thru 4 of 4

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**IXL Glass Co. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bl...	ITB Addendum	jbaker@ixlglass.com	Monday, January 09, 2012 7:36:36 PM		Sent	[Resend] C
ADDENDUM 5 - AAWWTP	ITB Addendum	jbaker@ixlglass.com	Friday, January 06, 2012 4:38:31 PM		Sent	[Resend] C
Bidding Subcontractor...	ITB Addendum	jbaker@ixlglass.com	Monday, December 19, 2011 7:35:12 AM	Monday, December 19, 2011 10:08:09 AM	Opened	[Resend] C
Ann Arbor WWTP Facill...	ITB	jbaker@ixlglass.com	Friday, December 16, 2011 4:13:14 PM	Monday, January 09, 2012 3:22:59 PM	Opened	[Resend] C



[WORKSPACE](#) | [MY INBOX](#) | [DIRECTORY](#) | [PUBLIC BIDS](#) | [COMPANY](#) | [MY PROFILE](#) | [REPORTS](#) | [LOGOFF](#)  
 The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7100

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 3

**United Skys, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

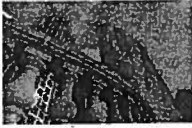
Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Ann Arbor WWTP Facili...	ITB	<a href="mailto:guy@unitedskys.com">guy@unitedskys.com</a>	Tuesday, December 20, 2011 9:23:49 AM	Tuesday, December 20, 2011 9:56:25 AM	Opened <a href="#">[Resend]</a>
Bidding Subcontractor... Addendum	ITB	<a href="mailto:guy@unitedskys.com">guy@unitedskys.com</a>	Monday, December 19, 2011 7:35:19 AM		Sent <a href="#">[Resend]</a>
Ann Arbor WWTP Facili...	ITB	<a href="mailto:guy@unitedskys.com">guy@unitedskys.com</a>	Friday, December 16, 2011 4:13:14 PM		Sent <a href="#">[Resend]</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4 of 4

**Glass and Mirror Craft Message History**

*Ann Arbor WWTP Facilities Renovation Project*

**\* Date and Time below are in your Local Time Zone**

<b>Subject</b>	<b>Type</b>	<b>Delivery Address</b>	<b>Date &amp; Time Sent</b> ▼	<b>Date &amp; Time Opened</b>	<b>Delivery Status</b>	
Tax Exempt Memo to Bi...	ITB Addendum	(248) 624-6988	Monday, January 09, 2012 7:36:35 PM		Sent	<a href="#">[Resend]</a> 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	(248) 624-6988	Friday, January 06, 2012 4:38:29 PM		Sent	<a href="#">[Resend]</a> 🔍
Bidding Subcontractor...	ITB Addendum	(248) 624-6988	Monday, December 19, 2011 7:35:10 AM		Sent	<a href="#">[Resend]</a> 🔍
Ann Arbor WWTP Facili...	ITB	(248) 624-6988	Friday, December 16, 2011 4:13:14 PM		Sent	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7



- Project**
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History**
- Auto Invite
- Editors

Records 1 thru 2

**Golden Railings, Inc. Message History**

*Ann Arbor WWTP Facilities Renovation Project*

\* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Delivery Status	
Bidding Subcontractor...	ITB Addendum	sales@goldrall.com	Monday, December 19, 2011 7:35:10 AM	Monday, December 19, 2011 8:12:22 AM	Opened	<a href="#">[Resend]</a>
Ann Arbor WWTP Facili...	ITB	sales@goldrall.com	Wednesday, November 23, 2011 4:57:33 PM	Monday, November 28, 2011 8:01:43 AM	Opened	<a href="#">[Resend]</a>





[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7668



Records 1 thru 4 of 4

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Performance Railings of Nebraska Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	prn@bbc.net	Monday, January 09, 2012 7:36:40 PM	Tuesday, January 10, 2012 9:14:33 AM	Opened	<a href="#">[Resend]</a> 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	prn@bbc.net	Friday, January 06, 2012 4:38:37 PM	Friday, January 06, 2012 5:51:40 PM	Opened	<a href="#">[Resend]</a> 🔍
Bidding Subcontractor...	ITB Addendum	prn@bbc.net	Monday, December 19, 2011 7:35:16 AM	Monday, December 19, 2011 9:30:19 AM	Opened	<a href="#">[Resend]</a> 🔍
Ann Arbor WWTP Facili...	ITB	prn@bbc.net	Wednesday, November 30, 2011 1:48:09 PM	Wednesday, November 30, 2011 2:04:21 PM	Opened	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) | [MY INBOX](#) | [DIRECTORY](#) | [PUBLIC BIDS](#) | [COMPANY](#) | [MY PROFILE](#) | [REPORTS](#) | [LOGOFF](#)  
 The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866)

- Project
- Documents
- UCI Coverage
- Project Team
- Qualification
- Send Message
- Message History
- Auto Invite
- Editors

Records 1

**Peterson Glass Company Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent ▼	Date & Time Opened	Delivery Status
Bidding Subcontractor...	ITB Addendum	jhickey@petersonglass.com	Monday, December 19, 2011 7:35:16 AM	Monday, December 19, 2011 7:41:26 AM	Opened [Bas
Ann Arbor WWTP Facil...	ITB	jhickey@petersonglass.com	Tuesday, November 22, 2011 1:07:45 PM	Tuesday, November 22, 2011 1:09:24 PM	Opened [Bas



[WORKSPACE](#) [MY INBOX](#) [DIRECTOR Y](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 1

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) (866) 4



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 th

**Rochester Glass Works Co./ Best Bid Glass & Metal Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	<u>[Rese]</u>
Tax Exempt Memo to Bi...	ITB Addendum	rochesterglass@yahoo.com	Monday, January 09, 2012 7:36:42 PM		Sent	[Rese]
ADDENDUM 5 - AAWWTP	ITB Addendum	rochesterglass@yahoo.com	Friday, January 06, 2012 4:38:40 PM		Sent	[Rese]
Bidding Subcontractor...	ITB Addendum	rochesterglass@yahoo.com	Monday, December 19, 2011 7:35:16 AM	Monday, December 19, 2011 5:04:18 PM	Opened	[Rese]
Ann Arbor WWTP Facili...	ITB	rochesterglass@yahoo.com	Friday, December 16, 2011 4:08:34 PM		Sent	[Rese]



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 4



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1 t

**ANM Construction Co. Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	mkulie@anmconstruction.com	Monday, January 09, 2012 7:36:28 PM	Tuesday, January 10, 2012 6:51:22 AM	Opened	[Res]
ADDENDUM 5 - AAWWTP	ITB Addendum	mkulie@anmconstruction.com	Friday, January 06, 2012 4:38:20 PM	Monday, January 09, 2012 8:21:26 AM	Opened	[Res]
Ann Arbor WWTP Facili...	ITB	mkulie@anmconstruction.com	Monday, December 19, 2011 11:30:03 AM	Monday, December 19, 2011 11:38:06 AM	Opened	[Res]



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) ·



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 |

**Denn-Co Construction Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	wschmidt@usbuidersgroup.com	Monday, January 09, 2012 7:36:32 PM		Sent	[Res]
ADDENDUM 5 - AAWWTP	ITB Addendum	wschmidt@usbuidersgroup.com	Friday, January 06, 2012 4:38:26 PM	Friday, January 06, 2012 5:14:28 PM	Opened	[Res]
Bidding Subcontractor...	ITB Addendum	wschmidt@usbuidersgroup.com	Monday, December 19, 2011 7:35:08 AM		Sent	[Res]
Ann Arbor WWTP Facili...	ITB	wschmidt@usbuidersgroup.com	Tuesday, December 13, 2011 3:20:16 PM		Sent	[Res]



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11,

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1 thru

**Talan Construction Co. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bl...	ITB Addendum	switz910@comcast.net	Monday, January 09, 2012 7:36:43 PM		Sent	[Resend]
ADDENDUM 5 - AAWWTP	ITB Addendum	switz910@comcast.net	Friday, January 06, 2012 4:38:45 PM		Sent	[Resend]
Bidding Subcontractor...	ITB Addendum	switz910@comcast.net	Monday, December 19, 2011 7:35:18 AM		Sent	[Resend]
Ann Arbor WWTP Facili...	ITB	switz910@comcast.net	Friday, December 16, 2011 4:14:11 PM	Tuesday, December 27, 2011 10:26:02 AM	Opened	[Resend]



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4 of 4

**Pontiac Ceiling and Partition, LLC Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bl...	ITB Addendum	(248) 332-0556	Tuesday, January 10, 2012 12:34:49 PM		Sent	<a href="#">[Resend]</a> 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	(248) 332-0556	Monday, January 09, 2012 11:45:33 AM		Sent	<a href="#">[Resend]</a> 🔍
Bidding Subcontractor...	ITB Addendum	(248) 332-0556	Monday, December 19, 2011 7:35:16 AM		Sent	<a href="#">[Resend]</a> 🔍
Ann Arbor WWTP Facili...	ITB	(248) 332-0556	Wednesday, November 30, 2011 11:20:03 AM		Sent	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866)



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1

**Modern Mirror & Glass Co Message History**

*Ann Arbor WWTP Facilities Renovation Project*

\* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	jgrocholski@modernglass.net bglow@modernglass.net	Monday, January 09, 2012 7:36:39 PM	Tuesday, January 10, 2012 7:29:22 AM	Opened	[Res]
ADDENDUM 5 - AAWWTP	ITB Addendum	jgrocholski@modernglass.net bglow@modernglass.net	Friday, January 06, 2012 4:38:33 PM		Sent	[Res]
Ann Arbor WWTP Facili...	ITB	jgrocholski@modernglass.net bglow@modernglass.net	Tuesday, December 20, 2011 10:20:03 AM	Tuesday, December 20, 2011 10:21:31 AM	Opened	[Res]





[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866)

Records 1

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Boston Tile & Terrazzo Company Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>
Tax Exempt Memo to Bi...	ITB Addendum	dave@bostontiledetroit.com kim@bostontiledetroit.com	Monday, January 09, 2012 7:36:29 PM	Tuesday, January 10, 2012 8:02:41 AM	Opened [Res]
ADDENDUM 5 - AAWWTP	ITB Addendum	dave@bostontiledetroit.com kim@bostontiledetroit.com	Friday, January 06, 2012 4:38:22 PM	Monday, January 09, 2012 8:16:06 AM	Opened [Res]
Bidding Subcontractor...	ITB Addendum	dave@bostontiledetroit.com	Monday, December 19, 2011 7:35:05 AM	Monday, December 19, 2011 6:45:08 PM	Opened [Res]
Ann Arbor WWTP Facil...	ITB	dave@bostontiledetroit.com	Tuesday, November 22, 2011 2:07:14 PM	Tuesday, November 22, 2011 4:27:10 PM	Opened [Res]



[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)

The GradeBeam Community welcomes Mike Crumley ! Wednesday, January 11, 2012 10:00 AM  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 444-4444

- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Records 1 th

**Artisan Tile Message History**  
 Ann Arbor WWTP Facilities Renovation Project  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	jenp@artisantileinc.com cindyb@artisantileinc.com jeffd@artisantileinc.com	Monday, January 09, 2012 7:36:28 PM	Monday, January 09, 2012 8:43:38 PM	Opened	[Rese]
ADDENDUM 5 - AAWWTP	ITB Addendum	jenp@artisantileinc.com cindyb@artisantileinc.com jeffd@artisantileinc.com	Friday, January 06, 2012 4:38:21 PM		Sent	[Rese]
Bidding Subcontractor...	ITB Addendum	jenp@artisantileinc.com cindyb@artisantileinc.com jeffd@artisantileinc.com	Monday, December 19, 2011 7:35:05 AM	Monday, December 19, 2011 8:17:56 AM	Opened	[Rese]
Ann Arbor WWTP Facili...	ITB	jenp@artisantileinc.com cindyb@artisantileinc.com jeffd@artisantileinc.com	Tuesday, November 22, 2011 2:07:12 PM	Tuesday, November 22, 2011 2:09:01 PM	Opened	[Rese]



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley! Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



Records 1 thru 4 of 4

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Central Tile & Terrazzo Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<b>Subject</b>	<b>Type</b>	<b>Delivery Address</b>	<b>Date &amp; Time Sent</b> ▼	<b>Date &amp; Time Opened</b>	<b>Delivery Status</b>	
Tax Exempt Memo to Bi...	ITB Addendum	scott@centraltile.net	Monday, January 09, 2012 7:36:30 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	scott@centraltile.net	Friday, January 06, 2012 4:38:23 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	scott@centraltile.net	Monday, December 19, 2011 7:35:06 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	scott@centraltile.net	Tuesday, November 22, 2011 2:08:11 PM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley! Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4 of 4

**Shores Tile Co., Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* **Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	m_maiuri@shorestile.com	Monday, January 09, 2012 7:36:43 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	m_maiuri@shorestile.com	Friday, January 06, 2012 4:38:43 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	m_maiuri@shorestile.com	Monday, December 19, 2011 7:35:17 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	m_maiuri@shorestile.com	Tuesday, November 22, 2011 2:07:36 PM		Sent	[Resend] 🔍



WORKSPACE MY INBOX DIRECTORY PUBLIC BIDS COMPANY MY PROFILE REPORTS LOGOFF

The GradeBeam Community welcomes Mike Crumley! Wednesday, January 11, 2012

Help | Instructions | Suggestions | Support@GradeBeam.com | (866) 482-7669



Records 1 thru 4 of 4

- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

**Southeastern Tile Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	rharvey@tmi-southeastern.com	Monday, January 09, 2012 7:36:43 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	rharvey@tmi-southeastern.com	Friday, January 06, 2012 4:38:43 PM	Friday, January 06, 2012 4:59:15 PM	Opened	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	rharvey@tmi-southeastern.com	Monday, December 19, 2011 7:35:18 AM	Monday, December 19, 2011 7:40:11 AM	Opened	[Resend] 🔍
Ann Arbor WWTP Facill...	ITB	rharvey@tmi-southeastern.com	Tuesday, November 22, 2011 2:07:41 PM	Tuesday, November 22, 2011 2:21:54 PM	Opened	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley ! Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Wolverine Stone Company Message History**

*Ann Arbor WWTP Facilities Renovation Project*

**\* Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Bidding Subcontractor...	ITB Addendum	matt-wsc@sbcglobal.net	Monday, December 19, 2011 7:35:20 AM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



Records 1 thru 3 of 3

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Battles Contracting Group, LLC Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* **Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time</u> <u>Opened</u>	<u>Delivery</u> <u>Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	wrbattles2004@yahoo.com	Monday, January 09, 2012 7:36:29 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	wrbattles2004@yahoo.com	Friday, January 06, 2012 4:38:22 PM		Sent	[Resend] 🔍
Ann Arbor WWTP Facill...	ITB	wrbattles2004@yahoo.com	Tuesday, December 20, 2011 10:31:31 AM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 48

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thr

**Detroit Ceiling & Partitions Message History**

*Ann Arbor WWTP Facilities Renovation Project*

\* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>
Tax Exempt Memo to Bi...	ITB Addendum	dcpartitions@sbcglobal.net	Monday, January 09, 2012 7:36:32 PM	Monday, January 09, 2012 7:49:56 PM	Opened <a href="#">[Resend]</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	dcpartitions@sbcglobal.net	Friday, January 06, 2012 4:38:26 PM	Monday, January 09, 2012 8:01:44 AM	Opened <a href="#">[Resend]</a>
Ann Arbor WWTP Facill...	ITB	dcpartitions@sbcglobal.net	Tuesday, December 20, 2011 10:31:31 AM	Tuesday, December 20, 2011 10:38:14 AM	Opened <a href="#">[Resend]</a>





[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)



The **GradeBeam Community** welcomes Mike Crumley! Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669

Records 1 thru 3 of 3

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Northwest Acoustical, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

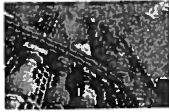
<b>Subject</b>	<b>Type</b>	<b>Delivery Address</b>	<b>Date &amp; Time Sent</b> ▼	<b>Date &amp; Time Opened</b>	<b>Delivery Status</b>	
Tax Exempt Memo to Bi...	ITB Addendum	markostate@gmail.com	Monday, January 09, 2012 7:36:40 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	markostate@gmail.com	Friday, January 06, 2012 4:38:36 PM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	markostate@gmail.com	Tuesday, December 20, 2011 10:31:31 AM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**City Carpet And Flooring Message History**

*Ann Arbor WWTP Facilities Renovation Project*

**\* Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Ann Arbor WWTP Facill...	ITB	n/a rhardy@brinkergroup.com	Monday, December 19, 2011 8:15:17 AM	Monday, December 19, 2011 8:45:13 AM	Opened	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley! Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



Records 1 thru 3 of 3

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Apache Carpet & Floor Covering Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* **Date and Time below are in your Local Time Zone**

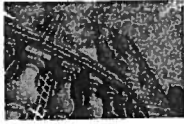
<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	jimmy@huroncarpet.com	Monday, January 09, 2012 7:36:28 PM		Sent	<a href="#">[Resend]</a> 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	jimmy@huroncarpet.com	Friday, January 06, 2012 4:38:20 PM		Sent	<a href="#">[Resend]</a> 🔍
Ann Arbor WWTP Facili...	ITB	jimmy@huroncarpet.com	Monday, December 19, 2011 3:40:38 PM		Sent	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



Records 1 thru 7 of 7

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**3.L.K. Message History**

*Ann Arbor WWTP Facilities Renovation Project*

**\* Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	trickard@3lkcoatings.com	Monday, January 09, 2012 7:36:26 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	trickard@3lkcoatings.com	Friday, January 06, 2012 4:38:18 PM		Sent	[Resend] 🔍
Addendum 4	ITB Addendum	trickard@3lkcoatings.com	Wednesday, January 04, 2012 2:13:28 PM		Sent	[Resend] 🔍
Addendum 4	ITB Addendum	rpooore@3lkcoatings.com	Friday, December 30, 2011 11:57:59 AM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	rpooore@3lkcoatings.com	Monday, December 19, 2011 7:35:03 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facill...	ITB	rpooore@3lkcoatings.com	Monday, December 05, 2011 10:38:34 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facill...	ITB	trickard@3lkcoatings.com	Monday, December 05, 2011 10:36:44 AM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley! Wednesday, Janu...

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](#) | (86



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Record:

**Eugenio Painting Company Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>
Tax Exempt Memo to Bi...	ITB Addendum	dcooper@eugeniopainting.com	Monday, January 09, 2012 7:36:34 PM	Tuesday, January 10, 2012 11:37:01 AM	Opened [
ADDENDUM 5 - AAWWTP	ITB Addendum	dcooper@eugeniopainting.com	Friday, January 06, 2012 4:38:27 PM	Monday, January 09, 2012 8:19:29 AM	Opened [
Bidding Subcontractor...	ITB Addendum	dcooper@eugeniopainting.com	Monday, December 19, 2011 7:35:09 AM	Monday, December 19, 2011 8:31:25 AM	Opened [
Ann Arbor WWTP Facil...	ITB	dcooper@eugeniopainting.com	Tuesday, November 22, 2011 2:05:09 PM	Tuesday, November 22, 2011 2:40:21 PM	Opened [



[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, Janu...  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](#) | (86



- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Record:

**Future Maintenance, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bl...	ITB Addendum	nseko@futuremaintenanceinc.com	Monday, January 09, 2012 7:36:34 PM		Sent [
ADDENDUM 5 - AAWWTP	ITB Addendum	nseko@futuremaintenanceinc.com	Friday, January 06, 2012 4:38:28 PM	Friday, January 06, 2012 4:40:11 PM	Opened [
Bidding Subcontractor...	ITB Addendum	nseko@futuremaintenanceinc.com	Monday, December 19, 2011 7:35:10 AM		Sent [
Ann Arbor WWTP Facili...	ITB	nseko@futuremaintenanceinc.com	Tuesday, November 22, 2011 2:05:09 PM		Sent [



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 4

Records 1 |

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Hermes Painting Co. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bl...	ITB Addendum	nstefanou52@comcast.net	Monday, January 09, 2012 7:36:35 PM	Monday, January 09, 2012 10:41:24 PM	Opened	[Res]
ADDENDUM 5 - AAWWTP	ITB Addendum	nstefanou52@comcast.net	Friday, January 06, 2012 4:38:30 PM	Friday, January 06, 2012 7:29:14 PM	Opened	[Res]
Bidding Subcontractor...	ITB Addendum	nstefanou52@comcast.net	Monday, December 19, 2011 7:35:11 AM	Monday, December 19, 2011 11:23:07 AM	Opened	[Res]
Ann Arbor WWTP Facili...	ITB	nstefanou52@comcast.net	Tuesday, November 22, 2011 2:05:09 PM	Tuesday, November 22, 2011 2:21:47 PM	Opened	[Res]



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com)

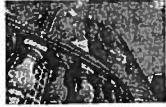


- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

**Signature Contracting Group Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Deliver Status</u>
Tax Exempt Memo to Bi...	ITB Addendum	jszarama@signaturecontractinggrp.com	Monday, January 09, 2012 7:36:43 PM		Sent
ADDENDUM 5 - AAWWTP	ITB Addendum	jszarama@signaturecontractinggrp.com	Friday, January 06, 2012 4:38:42 PM	Monday, January 09, 2012 1:15:47 PM	Opened
Bidding Subcontractor...	ITB Addendum	jszarama@signaturecontractinggrp.com	Monday, December 19, 2011 7:35:17 AM		Sent
Ann Arbor WWTP Facili...	ITB	jszarama@signaturecontractinggrp.com	Tuesday, November 22, 2011 2:05:09 PM		Sent





[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11,

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-

- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1 thru

**International Building Products, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	adam@ibpsince1946.com	Monday, January 09, 2012 7:36:36 PM	Tuesday, January 10, 2012 8:46:45 AM	Opened	<a href="#">[Resend]</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	adam@ibpsince1946.com	Friday, January 06, 2012 4:38:31 PM	Monday, January 09, 2012 7:58:42 AM	Opened	<a href="#">[Resend]</a>
Bidding Subcontractor...	ITB Addendum	adam@ibpsince1946.com	Monday, December 19, 2011 7:35:11 AM		Sent	<a href="#">[Resend]</a>
Ann Arbor WWTP Facili...	ITB	adam@ibpsince1946.com	Tuesday, November 22, 2011 1:44:45 PM		Sent	<a href="#">[Resend]</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, Ja

[Help](#) [Instructions](#) [Suggestions](#) [Support@GradeBeam.com](#)



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

**Integrated Interiors Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bi...	ITB Addendum	lbarnes@integratedinteriors.com	Monday, January 09, 2012 7:36:36 PM		Sent
ADDENDUM 5 - AAWWTP	ITB Addendum	lbarnes@integratedinteriors.com	Friday, January 06, 2012 4:38:31 PM		Sent
Bidding Subcontractor...	ITB Addendum	lbarnes@integratedinteriors.com	Monday, December 19, 2011 7:35:11 AM		Sent
Ann Arbor WWTP Facill...	ITB	lbarnes@integratedinteriors.com	Monday, December 12, 2011 10:48:36 AM	Tuesday, December 13, 2011 9:09:06 AM	Opened

Recv



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012 10:48 AM  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 4



Records 1 of 1

- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

**Advanced Specialties Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bl...	ITB Addendum	crich@advancedsystems-inc.com	Monday, January 09, 2012 7:36:27 PM	Tuesday, January 10, 2012 2:48:40 PM	Opened	<a href="#">[Res]</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	crich@advancedsystems-inc.com	Friday, January 06, 2012 4:38:19 PM		Sent	<a href="#">[Res]</a>
Bidding Subcontractor...	ITB Addendum	crich@advancedsystems-inc.com	Monday, December 19, 2011 7:35:03 AM	Monday, December 19, 2011 11:15:52 AM	Opened	<a href="#">[Res]</a>
Ann Arbor WWTP Facili...	ITB	crich@advancedsystems-inc.com	Monday, December 12, 2011 10:48:36 AM		Sent	<a href="#">[Res]</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January :

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 4

- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1 to

**Amallo Corporation Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Data and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bl...	ITB Addendum	jaamallo@amallocorp.com	Monday, January 09, 2012 7:36:28 PM		Sent <a href="#">[Rese</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	jaamallo@amaliocorp.com	Friday, January 06, 2012 4:38:19 PM		Sent <a href="#">[Rese</a>
Bidding Subcontractor...	ITB Addendum	jaamallo@amallocorp.com	Monday, December 19, 2011 7:35:04 AM		Sent <a href="#">[Rese</a>
Ann Arbor WWTP Facili...	ITB	jaamallo@amallocorp.com	Tuesday, November 29, 2011 8:22:35 AM	Tuesday, November 29, 2011 8:32:15 AM	Opened <a href="#">[Rese</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1 thru 4 of 4

**F & M Contractors, Inc. Message History**

*Ann Arbor WWTP Facilities Renovation Project*

**\* Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	cmeade@fm-companies.com	Monday, January 09, 2012 7:36:34 PM	Monday, January 09, 2012 9:33:38 PM	Opened	<a href="#">[Resend]</a> 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	cmeade@fm-companies.com	Friday, January 06, 2012 4:38:28 PM	Friday, January 06, 2012 4:50:42 PM	Opened	<a href="#">[Resend]</a> 🔍
Bidding Subcontractor...	ITB Addendum	cmeade@fm-companies.com	Monday, December 19, 2011 7:35:09 AM		Sent	<a href="#">[Resend]</a> 🔍
Ann Arbor WWTP Facill...	ITB	cmeade@fm-companies.com	Tuesday, December 13, 2011 10:07:47 AM		Sent	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



Records 1 thru 4 of 4

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Grand River Construction Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* **Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time</u> <u>Opened</u>	<u>Delivery</u> <u>Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	bkersaan@grandriverconstruction.com	Monday, January 09, 2012 7:36:35 PM	Sent	[Resend]	🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	bkersaan@grandriverconstruction.com	Friday, January 06, 2012 4:38:29 PM	Sent	[Resend]	🔍
Bidding Subcontractor...	ITB Addendum	bkersaan@grandriverconstruction.com	Monday, December 19, 2011 7:35:10 AM	Sent	[Resend]	🔍
Ann Arbor WWTP Facili...	ITB	bkersaan@grandriverconstruction.com	Tuesday, December 13, 2011 10:10:55 AM	Sent	[Resend]	🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, Janu  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](#) | (86

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Record:

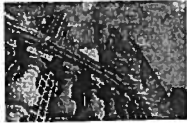
**Cherokee Enterprise Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bl...	ITB Addendum	mjmahan@greenhornetusa.com	Monday, January 09, 2012 7:36:30 PM	Monday, January 09, 2012 7:36:42 PM	Opened [
ADDENDUM 5 - AAWWTP	ITB Addendum	mjmahan@greenhornetusa.com	Friday, January 06, 2012 4:38:24 PM		Sent [
Bidding Subcontractor...	ITB Addendum	mjmahan@greenhornetusa.com	Monday, December 19, 2011 7:35:06 AM		Sent [
Ann Arbor WWTP Facili...	ITB	mjmahan@greenhornetusa.com	Monday, December 12, 2011 8:09:46 AM	Monday, December 12, 2011 6:12:17 PM	Opened [



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley! Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



Records 1 thru 4 of 4

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

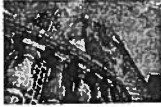
**Industrial Fence & Landscaping, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	ricknovak@sbcglobal.net	Monday, January 09, 2012 7:36:36 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	ricknovak@sbcglobal.net	Friday, January 06, 2012 4:38:30 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	ricknovak@sbcglobal.net	Monday, December 19, 2011 7:35:11 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	ricknovak@sbcglobal.net	Tuesday, November 22, 2011 11:13:07 AM		Sent	[Resend] 🔍





[WORKSPACE](#) | [MY INBOX](#) | [DIRECTORY](#) | [PUBLIC BIDS](#) | [COMPANY](#) | [MY PROFILE](#) | [REPORTS](#) | [LOGOFF](#)  
 The **GradeBeam Community** welcomes Mike Crumley | Wednesday, Jan  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](#)



- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Recon

**Shamrock Fence Co, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
**\* Date and Time below are in your Local Time Zone**

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bi...	ITB Addendum	shamrockfence@comcast.net	Monday, January 09, 2012 7:36:42 PM	Tuesday, January 10, 2012 1:03:39 AM	Opened
ADDENDUM 5 - AAWWTP	ITB Addendum	shamrockfence@comcast.net	Friday, January 06, 2012 4:38:42 PM	Friday, January 06, 2012 4:39:39 PM	Opened
Bidding Subcontractor...	ITB Addendum	shamrockfence@comcast.net	Monday, December 19, 2011 7:35:17 AM	Monday, December 19, 2011 7:47:54 AM	Opened
Ann Arbor WWTP Facili...	ITB	shamrockfence@comcast.net	Tuesday, November 22, 2011 11:13:07 AM	Tuesday, November 22, 2011 11:26:59 AM	Opened



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley! Wednesday, Ja  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com)



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Reo

**Owens Landscaping Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>
Tax Exempt Memo to Bl...	ITB Addendum	owenslandscape@yahoo.com	Monday, January 09, 2012 7:36:40 PM	Tuesday, January 10, 2012 9:25:08 AM	Opened
ADDENDUM 5 - AAWWTP	ITB Addendum	owenslandscape@yahoo.com	Friday, January 06, 2012 4:38:36 PM	Monday, January 09, 2012 8:23:04 AM	Opened
Bidding Subcontractor...	ITB Addendum	owenslandscape@yahoo.com	Monday, December 19, 2011 7:35:15 AM	Monday, December 19, 2011 8:18:12 AM	Opened
Ann Arbor WWTP Facili...	ITB	owenslandscape@yahoo.com	Tuesday, November 22, 2011 11:13:07 AM	Wednesday, November 23, 2011 8:27:39 AM	Opened



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com)



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

**Advance Concrete Products Co. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Delivered
Tax Exempt Memo to Bi...	ITB Addendum	Bob@advanceconcreteproducts.com	Monday, January 09, 2012 7:36:27 PM	Tuesday, January 10, 2012 7:03:47 AM	Open
ADDENDUM 5 - AAWWTP	ITB Addendum	Bob@advanceconcreteproducts.com	Friday, January 06, 2012 4:38:19 PM	Friday, January 06, 2012 5:06:31 PM	Open
Bidding Subcontractor...	ITB Addendum	Bob@advanceconcreteproducts.com	Monday, December 19, 2011 7:35:03 AM	Monday, December 19, 2011 7:45:56 AM	Open
Ann Arbor WWTP Facili...	ITB	Bob@advanceconcreteproducts.com	Wednesday, November 30, 2011 2:16:58 PM	Thursday, December 01, 2011 7:03:05 AM	Open



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

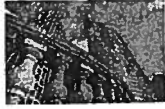
The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11,  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-

Records 1 thru

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Fastdecks, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	gkerver@fastdecks.net	Monday, January 09, 2012 7:36:34 PM	Monday, January 09, 2012 8:27:05 PM	Opened	<a href="#">[Resend]</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	gkerver@fastdecks.net	Friday, January 06, 2012 4:38:28 PM	Friday, January 06, 2012 9:45:26 PM	Opened	<a href="#">[Resend]</a>
Bidding Subcontractor...	ITB Addendum	gkerver@fastdecks.net	Monday, December 19, 2011 7:35:09 AM	Monday, December 19, 2011 10:12:11 AM	Opened	<a href="#">[Resend]</a>
Ann Arbor WWTP Facili...	ITB	gkerver@fastdecks.net	Monday, November 28, 2011 2:35:03 PM	Monday, November 28, 2011 7:48:46 PM	Opened	<a href="#">[Resend]</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley : Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669

Records 1 thru 4 of 4

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Ace Steel Erection Inc Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	RPOU@AOL.COM	Monday, January 09, 2012 7:36:27 PM	Tuesday, January 10, 2012 6:46:28 AM	Opened	<a href="#">[Resend]</a> 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	RPOU@AOL.COM	Friday, January 06, 2012 4:38:19 PM	Friday, January 06, 2012 5:15:53 PM	Opened	<a href="#">[Resend]</a> 🔍
Bidding Subcontractor...	ITB Addendum	RPOU@AOL.COM	Monday, December 19, 2011 7:35:03 AM	Monday, December 19, 2011 8:55:01 AM	Opened	<a href="#">[Resend]</a> 🔍
Ann Arbor WWTP Facili...	ITB	RPOU@AOL.COM	Tuesday, November 22, 2011 11:13:06 AM	Tuesday, November 22, 2011 4:55:35 PM	Opened	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



Records 1 thru 4 of 4

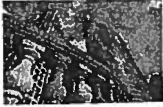
- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**City Re-Steel Erection Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	rick.dew@cityresteel.com	Monday, January 09, 2012 7:36:31 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	rick.dew@cityresteel.com	Friday, January 06, 2012 4:38:24 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	rick.dew@cityresteel.com	Monday, December 19, 2011 7:35:06 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	rick.dew@cityresteel.com	Tuesday, November 22, 2011 11:13:06 AM		Sent	[Resend] 🔍



[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)  
 The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, Jan  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](#) | (8



- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Record

**Foundation Steel Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bl...	ITB Addendum	charlotte@foundationsteel.net	Monday, January 09, 2012 7:36:34 PM		Sent
ADDENDUM 5 - AAWWTP	ITB Addendum	charlotte@foundationsteel.net	Friday, January 06, 2012 4:38:28 PM	Saturday, January 07, 2012 1:38:24 PM	Opened
Bidding Subcontractor...	ITB Addendum	charlotte@foundationsteel.net	Monday, December 19, 2011 7:35:10 AM	Monday, December 19, 2011 8:50:00 AM	Opened
Ann Arbor WWTP Facili...	ITB	charlotte@foundationsteel.net	Thursday, December 08, 2011 2:38:23 PM	Thursday, December 08, 2011 2:42:44 PM	Opened



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866)

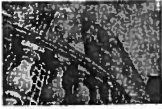
Records 1

- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

**Quality Re-Steel Incorporated Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	klivingston9@sbcglobal.net	Monday, January 09, 2012 7:36:41 PM		Sent	[Re: ]
ADDENDUM 5 - AAWWTP	ITB Addendum	klivingston9@sbcglobal.net	Friday, January 06, 2012 4:38:39 PM	Tuesday, January 10, 2012 1:52:42 PM	Opened	[Re: ]
Bidding Subcontractor...	ITB Addendum	klivingston9@sbcglobal.net	Monday, December 19, 2011 7:35:16 AM	Monday, December 19, 2011 7:56:47 AM	Opened	[Re: ]
Ann Arbor WWTP Facili...	ITB	klivingston9@sbcglobal.net	Tuesday, November 22, 2011 11:13:06 AM		Sent	[Re: ]





[WORKSPACE](#) | [MY INBOX](#) | [DIRECTORY](#) | [PUBLIC BIDS](#) | [COMPANY](#) | [MY PROFILE](#) | [REPORTS](#) | [LOGOFF](#)  
 The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 4

- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1 to 4 of 4

**Whaley Steel Corporation Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	rfyke@whaleysteel.com	Monday, January 09, 2012 7:36:46 PM	Tuesday, January 10, 2012 7:34:17 AM	Opened	<a href="#">[Re]</a>
Tax Exempt Memo to Bi...	ITB Addendum	rfyke@whaleysteel.com	Monday, January 09, 2012 7:36:46 PM	Tuesday, January 10, 2012 7:34:17 AM	Opened	<a href="#">[Re]</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	rfyke@whaleysteel.com	Friday, January 06, 2012 4:38:48 PM	Monday, January 09, 2012 7:35:53 AM	Opened	<a href="#">[Re]</a>
Bidding Subcontractor...	ITB Addendum	rfyke@whaleysteel.com	Monday, December 19, 2011 7:35:20 AM	Monday, December 19, 2011 8:04:55 AM	Opened	<a href="#">[Re]</a>
Ann Arbor WWTP Facill...	ITB	rfyke@whaleysteel.com	Wednesday, November 23, 2011 5:03:01 PM	Monday, November 28, 2011 9:07:15 AM	Opened	<a href="#">[Re]</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley ; Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



Records 1 thru 4 of 4

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**City Resteel Erection Co Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	rick.dew@cityresteel.com	Monday, January 09, 2012 7:36:31 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	rick.dew@cityresteel.com	Friday, January 06, 2012 4:38:24 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	rick.dew@cityresteel.com	Monday, December 19, 2011 7:35:06 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	rick.dew@cityresteel.com	Tuesday, November 22, 2011 11:13:06 AM		Sent	[Resend] 🔍

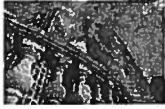


[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)  
 The **GradeBeam Community** welcomes Mike Crumley | Wednesday,  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](#)

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Qualified Abatement Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent v</u>	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>
Tax Exempt Memo to Bi...	ITB Addendum	tross.qabatement@sbcglobal.net qabatement@sbcglobal.net	Monday, January 09, 2012 7:36:41 PM	Tuesday, January 10, 2012 8:00:37 AM	Opened
ADDENDUM 5 - AAWWTP	ITB Addendum	tross.qabatement@sbcglobal.net qabatement@sbcglobal.net	Friday, January 06, 2012 4:38:38 PM	Monday, January 09, 2012 8:19:33 AM	Opened
Bidding Subcontractor...	ITB Addendum	tross.qabatement@sbcglobal.net qabatement@sbcglobal.net	Monday, December 19, 2011 7:35:16 AM	Monday, December 19, 2011 7:43:37 AM	Opened
Ann Arbor WWTP Facill...	ITB	tross.qabatement@sbcglobal.net qabatement@sbcglobal.net	Thursday, December 01, 2011 12:40:33 PM	Thursday, December 01, 2011 1:17:57 PM	Opened



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley : Wednesday, January 11, 2  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4

**National Environmental Group, LLC Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bl...	ITB Addendum	echaaban@comcast.net	Monday, January 09, 2012 7:36:39 PM		Sent <a href="#">[Resend]</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	echaaban@comcast.net	Friday, January 06, 2012 4:38:34 PM		Sent <a href="#">[Resend]</a>
Bidding Subcontractor...	ITB Addendum	echaaban@comcast.net	Monday, December 19, 2011 7:35:14 AM	Monday, January 09, 2012 6:12:18 PM	Opened <a href="#">[Resend]</a>
Ann Arbor WWTP Facili...	ITB	echaaban@comcast.net	Tuesday, November 22, 2011 11:13:05 AM		Sent <a href="#">[Resend]</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Adamo Demolition Company Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* **Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Ann Arbor WWTP Facili...	ITB	TDaguanno@adamogroup.org	Tuesday, November 22, 2011 11:13:05 AM		Sent	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)  
 The **GradeBeam Community** welcomes Mike Crumley | Wednesday, Ja  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) |

- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

**Blaze Contracting, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bi...	ITB Addendum	jturk@blazecontracting.net gturk@blazecontracting.net	Monday, January 09, 2012 7:36:29 PM		Sent
ADDENDUM 5 - AAWWTP	ITB Addendum	jturk@blazecontracting.net gturk@blazecontracting.net	Friday, January 06, 2012 4:38:22 PM		Sent
Bidding Subcontractor...	ITB Addendum	jturk@blazecontracting.net gturk@blazecontracting.net	Monday, December 19, 2011 7:35:05 AM		Sent
Ann Arbor WWTP Facili...	ITB	jturk@blazecontracting.net gturk@blazecontracting.net	Wednesday, December 14, 2011 1:23:23 PM	Wednesday, December 14, 2011 1:28:31 PM	Opened

Reci



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC\\_BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, Janu...  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (86

Record:

- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

**Cherokee Enterprise Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bi...	ITB Addendum	mjmahan@greenhornetusa.com	Monday, January 09, 2012 7:36:30 PM	Monday, January 09, 2012 7:36:42 PM	Opened I
ADDENDUM 5 - AAWWTP	ITB Addendum	mjmahan@greenhornetusa.com	Friday, January 06, 2012 4:38:24 PM		Sent I
Bidding Subcontractor...	ITB Addendum	mjmahan@greenhornetusa.com	Monday, December 19, 2011 7:35:06 AM		Sent I
Ann Arbor WWTP Facii...	ITB	mjmahan@greenhornetusa.com	Monday, December 12, 2011 8:09:46 AM	Monday, December 12, 2011 6:12:17 PM	Opened I



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley! We

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBe](#)

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**National Steel Erection, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>
Tax Exempt Memo to Bl...	ITB Addendum	t.thompson@nationalsteelerrection.com	Monday, January 09, 2012 7:36:39 PM	Monday, January 09, 2012 7:37:04 PM
ADDENDUM 5 - AAWWTP	ITB Addendum	t.thompson@nationalsteelerrection.com	Friday, January 06, 2012 4:38:35 PM	Friday, January 06, 2012 4:38:56 PM
Bldding Subcontractor...	ITB Addendum	t.thompson@nationalsteelerrection.com	Monday, December 19, 2011 7:35:14 AM	Monday, December 19, 2011 10:10:11 AM
Ann Arbor WWTP Facili...	ITB	t.thompson@nationalsteelerrection.com	Wednesday, November 23, 2011 3:48:49 PM	Wednesday, November 23, 2011 4:16:36 PM

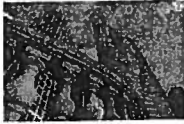




[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley! Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4 of 4

**Versa Handling Co. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	pec@versahandling.com	Monday, January 09, 2012 7:36:45 PM		Sent	<a href="#">[Resend]</a> 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	pec@versahandling.com	Friday, January 06, 2012 4:38:48 PM		Sent	<a href="#">[Resend]</a> 🔍
Bidding Subcontractor...	ITB Addendum	pec@versahandling.com	Monday, December 19, 2011 7:35:20 AM		Sent	<a href="#">[Resend]</a> 🔍
Ann Arbor WWTP Facili...	ITB	pec@versahandling.com	Tuesday, November 22, 2011 11:13:10 AM		Sent	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1 thru 4 of 4

**Tri State Tool & Hoist, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

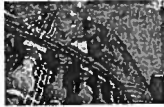
Subject	Type	Delivery Address	Date & Time Sent ▼	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	kthomas@tristateth.com	Monday, January 09, 2012 7:36:44 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	kthomas@tristateth.com	Friday, January 06, 2012 4:38:47 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	kthomas@tristateth.com	Monday, December 19, 2011 7:35:19 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	kthomas@tristateth.com	Monday, December 12, 2011 10:44:52 AM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday,

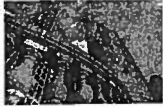
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](#)



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

**Crane Technologies Group, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Deliver Status
Tax Exempt Memo to Bi...	ITB Addendum	bschuette@cranetechnologies.com	Monday, January 09, 2012 7:36:31 PM	Tuesday, January 10, 2012 8:53:01 AM	Opened
ADDENDUM 5 - AAWWTP	ITB Addendum	bschuette@cranetechnologies.com	Friday, January 06, 2012 4:38:24 PM	Monday, January 09, 2012 8:51:32 AM	Opened
Bidding Subcontractor...	ITB Addendum	bschuette@cranetechnologies.com	Monday, December 19, 2011 7:35:07 AM	Monday, December 19, 2011 11:14:08 AM	Opened
Ann Arbor WWTP Facill...	ITB	bschuette@cranetechnologies.com	Tuesday, November 22, 2011 11:13:10 AM	Tuesday, November 22, 2011 3:10:39 PM	Opened



[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley; Wednesday, January 11, 2012

[Help](#) | 
 [Instructions](#) | 
 [Suggestions](#) | 
 [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | 
 (866) 482-7669

Records 1 thru 4 of 4

- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

**JCrane Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	jstull@jcrane.net	Monday, January 09, 2012 7:36:37 PM	Tuesday, January 10, 2012 10:18:40 AM	Opened	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	jstull@jcrane.net	Friday, January 06, 2012 4:38:31 PM	Saturday, January 07, 2012 10:11:19 AM	Opened	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	jstull@jcrane.net	Monday, December 19, 2011 7:35:12 AM	Monday, December 19, 2011 9:25:31 AM	Opened	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	jstull@jcrane.net	Monday, December 12, 2011 10:44:52 AM	Friday, December 16, 2011 11:03:14 AM	Opened	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Records 1 thru 4 of 4

**mt clemens crane & service Message History**

*Ann Arbor WWTP Facilities Renovation Project*

**\* Date and Time below are in your Local Time Zone**

<b>Subject</b>	<b>Type</b>	<b>Delivery Address</b>	<b>Date &amp; Time Sent</b> ▼	<b>Date &amp; Time Opened</b>	<b>Delivery Status</b>	
Tax Exempt Memo to Bi...	ITB Addendum	dominskij@mccrane.com	Monday, January 09, 2012 7:36:39 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	dominskij@mccrane.com	Friday, January 06, 2012 4:38:34 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	dominskij@mccrane.com	Monday, December 19, 2011 7:35:14 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	dominskij@mccrane.com	Tuesday, November 22, 2011 11:13:08 AM		Sent	[Resend] 🔍



[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)  
 The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January :  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 4

- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Records 1 to 2

**North American Industries, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Bidding Subcontractor...	ITB Addendum	dannyp@naicranes.com	Monday, December 19, 2011 7:35:15 AM	Monday, December 19, 2011 8:04:00 AM	Opened [Rese]
Ann Arbor WWTP Facili...	ITB	dannyp@naicranes.com	Tuesday, November 22, 2011 11:13:08 AM	Tuesday, November 22, 2011 11:39:50 AM	Opened [Rese]



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley ! Wednesday, Janu  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](#) (86



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Record

**J.V. Crane and Engineering, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bi...	ITB Addendum	bmccarthy@jvcrane.com	Monday, January 09, 2012 7:36:37 PM	Tuesday, January 10, 2012 8:38:59 AM	Opened
ADDENDUM 5 - AAWWTP	ITB Addendum	bmccarthy@jvcrane.com	Friday, January 06, 2012 4:38:31 PM	Monday, January 09, 2012 8:37:09 AM	Opened
Bidding Subcontractor...	ITB Addendum	bmccarthy@jvcrane.com	Monday, December 19, 2011 7:35:12 AM	Monday, December 19, 2011 8:24:37 AM	Opened
Ann Arbor WWTP Facili...	ITB	bmccarthy@jvcrane.com	Wednesday, December 14, 2011 9:35:49 AM	Wednesday, December 14, 2011 9:40:52 AM	Opened



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley! Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

**Allied Ventilation, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<b>Subject</b>	<b>Type</b>	<b>Delivery Address</b>	<b>Date &amp; Time Sent</b> ▼	<b>Date &amp; Time Opened</b>	<b>Delivery Status</b>	
Ann Arbor WWTP Facill...	ITB	nickjr@alliedventilation.com	Wednesday, November 23, 2011 9:32:00 AM		Sent	<a href="#">[Resend]</a> 🔍





[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1 thru 4

**Boone & Darr Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bl...	ITB Addendum	steveh@boone-darr.com vicky@boone-darr.com	Monday, January 09, 2012 7:36:29 PM	Monday, January 09, 2012 8:09:24 PM	Opened <a href="#">[Resend]</a>
ADDENDUM 5 - AAWWTP	ITB Addendum	steveh@boone-darr.com vicky@boone-darr.com	Friday, January 06, 2012 4:38:22 PM	Friday, January 06, 2012 4:40:21 PM	Opened <a href="#">[Resend]</a>
Bidding Subcontractor...	ITB Addendum	steveh@boone-darr.com vicky@boone-darr.com	Monday, December 19, 2011 7:35:05 AM	Monday, December 19, 2011 7:37:12 AM	Opened <a href="#">[Resend]</a>
Ann Arbor WWTP Facill...	ITB	steveh@boone-darr.com vicky@boone-darr.com	Wednesday, November 23, 2011 9:32:06 AM	Wednesday, November 23, 2011 9:32:26 AM	Opened <a href="#">[Resend]</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley! Wednesday, January 11,

[Help](#) [Instructions](#) [Suggestions](#) [Support@GradeBeam.com](#) (866) 482-



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Baron Mechanical Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<b>Subject</b>	<b>Type</b>	<b>Delivery Address</b>	<b>Date &amp; Time Sent</b> ▼	<b>Date &amp; Time Opened</b>	<b>Delivery Status</b>	
Ann Arbor WWTP Facili...	ITB	baronmechanical@yahoo.com	Wednesday, November 23, 2011 9:32:01 AM	Wednesday, November 23, 2011 11:33:51 AM	Opened	<a href="#">[Resend]</a>



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com)



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

**Commerce Controls, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bl...	ITB Addendum	jskraczyk@commercecontrols.com	Monday, January 09, 2012 7:36:31 PM		Sent
ADDENDUM 5 - AAWWTP	ITB Addendum	jskraczyk@commercecontrols.com	Friday, January 06, 2012 4:38:24 PM		Sent
Bidding Subcontractor...	ITB Addendum	jskraczyk@commercecontrols.com	Monday, December 19, 2011 7:35:06 AM	Monday, December 19, 2011 7:41:31 AM	Open
Ann Arbor WWTP Facill...	ITB	jskraczyk@commercecontrols.com	Wednesday, November 23, 2011 9:32:06 AM		Sent



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4 of 4

**De-Cal, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent ▼	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bl...	ITB Addendum	raqwa@de-cal.com	Monday, January 09, 2012 7:36:32 PM	Monday, January 09, 2012 7:38:06 PM	Opened	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	raqwa@de-cal.com	Friday, January 06, 2012 4:38:25 PM	Friday, January 06, 2012 9:57:31 PM	Opened	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	raqwa@de-cal.com	Monday, December 19, 2011 7:35:07 AM	Monday, December 19, 2011 9:15:34 PM	Opened	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	raqwa@de-cal.com	Wednesday, November 23, 2011 9:32:07 AM	Wednesday, November 23, 2011 9:58:34 AM	Opened	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTOR](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866)

- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1

**Detroit Piping Group, LLC Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bl...	ITB Addendum	e3454@sbcglobal.net	Monday, January 09, 2012 7:36:33 PM	Monday, January 09, 2012 11:03:44 PM	Opened [Re]
ADDENDUM 5 - AAWWTP	ITB Addendum	e3454@sbcglobal.net	Friday, January 06, 2012 4:38:26 PM	Friday, January 06, 2012 11:32:58 PM	Opened [Re]
Bidding Subcontractor...	ITB Addendum	e3454@sbcglobal.net	Monday, December 19, 2011 7:35:08 AM	Monday, December 19, 2011 9:11:51 PM	Opened [Re]
Ann Arbor WWTP Facill...	ITB	e3454@sbcglobal.net	Tuesday, November 22, 2011 3:33:23 PM	Tuesday, November 22, 2011 4:51:52 PM	Opened [Re]
Ann Arbor WWTP Facill...	ITB	pgarcia@dpgcompanies.com	Tuesday, November 22, 2011 3:33:04 PM	Tuesday, November 22, 2011 3:56:50 PM	Opened [Re]



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday,

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](#)

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**EL Mechanical Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>
Tax Exempt Memo to Bl...	ITB Addendum	rdelbridge@elmechanical.com	Monday, January 09, 2012 7:36:33 PM	Monday, January 09, 2012 7:49:27 PM	Opened
ADDENDUM 5 - AAWWTP	ITB Addendum	rdelbridge@elmechanical.com	Friday, January 06, 2012 4:38:27 PM		Sent
Bidding Subcontractor...	ITB Addendum	rdelbridge@elmechanical.com	Monday, December 19, 2011 7:35:09 AM	Monday, December 19, 2011 11:08:46 AM	Opened
Ann Arbor WWTP Facili...	ITB	rdelbridge@elmechanical.com	Wednesday, November 23, 2011 9:32:27 AM	Wednesday, November 23, 2011 9:54:10 AM	Opened



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Progressive Mechanical, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Deliver Status
Tax Exempt Memo to Bi...	ITB Addendum	chosler@progressivemech.com	Monday, January 09, 2012 7:36:41 PM	Monday, January 09, 2012 8:03:17 PM	Openec
ADDENDUM 5 - AAWWTP	ITB Addendum	chosler@progressivemech.com	Friday, January 06, 2012 4:38:38 PM		Sent
Bidding Subcontractor...	ITB Addendum	chosler@progressivemech.com	Monday, December 19, 2011 7:35:16 AM	Monday, December 19, 2011 7:54:28 AM	Openec
Ann Arbor WWTP Facili...	ITB	chosler@progressivemech.com	Wednesday, November 23, 2011 9:32:43 AM	Wednesday, November 23, 2011 9:46:53 AM	Openec

[WORKSPACE](#)   [MY INBOX](#)   [DIRECTORY](#)   [PUBLIC BIDS](#)   [COMPANY](#)   [MY PROFILE](#)   [REPORTS](#)   [LOGOFF](#)  
 The **GradeBeam Community** welcomes Mike Crumley · Wednesday  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.co](#)



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com)

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Progressive Mechanical, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Deliver Status</u>
Tax Exempt Memo to Bi...	ITB Addendum	chosler@progressivemech.com	Monday, January 09, 2012 7:36:41 PM	Monday, January 09, 2012 8:03:17 PM	Openec
ADDENDUM 5 - AAWWTP	ITB Addendum	chosler@progressivemech.com	Friday, January 06, 2012 4:38:38 PM		Sent
Bidding Subcontractor...	ITB Addendum	chosler@progressivemech.com	Monday, December 19, 2011 7:35:16 AM	Monday, December 19, 2011 7:54:28 AM	Openec
Ann Arbor WWTP Facii...	ITB	chosler@progressivemech.com	Wednesday, November 23, 2011 9:32:43 AM	Wednesday, November 23, 2011 9:46:53 AM	Openec





[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)



The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669

- Project**
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Records 1 thru 4 of 4

**Ebony Construction Company Inc Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

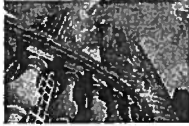
Subject	Type	Delivery Address	Date & Time Sent ▼	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bl...	ITB Addendum	chartman@ebonyco.com	Monday, January 09, 2012 7:36:33 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	chartman@ebonyco.com	Friday, January 06, 2012 4:38:27 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	chartman@ebonyco.com	Monday, December 19, 2011 7:35:08 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	chartman@ebonyco.com	Wednesday, November 30, 2011 12:02:08 PM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4 of 4

**Wolverine Fire Protection Message History**

*Ann Arbor WWTP Facilities Renovation Project*

**\* Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	(248) 684-6940	Monday, January 09, 2012 7:36:46 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	(248) 684-6940	Friday, January 06, 2012 4:38:48 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	(248) 684-6940	Monday, December 19, 2011 7:35:20 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	(248) 684-6940	Wednesday, December 14, 2011 3:47:18 PM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley! Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- Message History**
- [Auto Invite](#)
- [Editors](#)

Records 1 thru 4 of 4

**Airtec Corporation Message History**  
*Ann Arbor WWTP Facilities Renovation Project*

\* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bi...	ITB Addendum	info@airteccorp.net	Monday, January 09, 2012 7:36:27 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	info@airteccorp.net	Friday, January 06, 2012 4:38:19 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	info@airteccorp.net	Monday, December 19, 2011 7:35:03 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	info@airteccorp.net	Tuesday, November 22, 2011 2:00:46 PM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, Ja  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

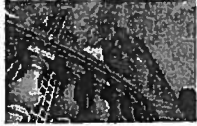
Recd

**Union Caisson Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bi...	ITB Addendum	unioncaisson@gmail.com	Monday, January 09, 2012 7:36:44 PM		Sent
ADDENDUM 5 - AAWWTP	ITB Addendum	unioncaisson@gmail.com	Friday, January 06, 2012 4:38:47 PM		Sent
Bidding Subcontractor...	ITB Addendum	unioncaisson@gmail.com	Monday, December 19, 2011 7:35:19 AM		Sent
Ann Arbor WWTP Facili...	ITB	unioncaisson@gmail.com	Tuesday, December 13, 2011 3:00:48 PM	Wednesday, December 14, 2011 1:38:43 PM	Opened
Ann Arbor WWTP Facili...	ITB	patricksherlock@sbcglobal.net	Tuesday, November 22, 2011 4:28:42 PM		Sent



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)



The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669

Records 1 thru 4 of 4

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

**Spalding, Dedecker & Asso. Message History**

*Ann Arbor WWTP Facilities Renovation Project*

**\* Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bl...	ITB Addendum	ksirois@sda-eng.com	Monday, January 09, 2012 7:36:43 PM		Sent	[Resend] 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	ksirois@sda-eng.com	Friday, January 06, 2012 4:38:44 PM		Sent	[Resend] 🔍
Bidding Subcontractor...	ITB Addendum	ksirois@sda-eng.com	Monday, December 19, 2011 7:35:18 AM		Sent	[Resend] 🔍
Ann Arbor WWTP Facili...	ITB	ksirois@sda-eng.com	Tuesday, November 22, 2011 1:13:03 PM		Sent	[Resend] 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley! Wednesday, January  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866)

- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

Records 1

**Huron Sign Co Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent v	Date & Time Opened	Delivery Status	
Tax Exempt Memo to Bi...	ITB Addendum	kevinshort@huronsign.com	Monday, January 09, 2012 7:36:36 PM		Sent	[Re]
ADDENDUM 5 - AAWWTP	ITB Addendum	kevinshort@huronsign.com	Friday, January 06, 2012 4:38:30 PM		Sent	[Re]
Ann Arbor WWTP Facili...	ITB	kevinshort@huronsign.com	Wednesday, December 21, 2011 1:28:38 PM	Thursday, December 22, 2011 10:04:00 AM	Opened	[Re]



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley! Wednesday, January 11, 2012

[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669



- [Project](#)
- [Documents](#)
- [UCI Coverage](#)
- [Project Team](#)
- [Qualifications](#)
- [Send Message](#)
- [Message History](#)
- [Auto Invite](#)
- [Editors](#)

**Acme Wire & Iron Works Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Ann Arbor WWTP Facili...	ITB	acmewire@sbcglobal.net	Tuesday, November 22, 2011 1:44:45 PM	Tuesday, November 22, 2011 1:52:39 PM	Opened	<a href="#">[Resend]</a> 🔍



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The [GradeBeam Community](#) welcomes Mike Crumley | Wednesday, January 11, 2012  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 482-7669

- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1 thru 4 of 4

**Steel Equipment Company Message History**

*Ann Arbor WWTP Facilities Renovation Project*

**\* Date and Time below are in your Local Time Zone**

<u>Subject</u>	<u>Type</u>	<u>Delivery Address</u>	<u>Date &amp; Time Sent</u> ▼	<u>Date &amp; Time Opened</u>	<u>Delivery Status</u>	
Tax Exempt Memo to Bl...	ITB Addendum	david@steelequipmentcompany.com	Monday, January 09, 2012 7:36:43 PM		Sent	<a href="#">[Resend]</a> 🔍
ADDENDUM 5 - AAWWTP	ITB Addendum	david@steelequipmentcompany.com	Friday, January 06, 2012 4:38:44 PM		Sent	<a href="#">[Resend]</a> 🔍
Bidding Subcontractor...	ITB Addendum	david@steelequipmentcompany.com	Monday, December 19, 2011 7:35:18 AM		Sent	<a href="#">[Resend]</a> 🔍
Ann Arbor WWTP Facili...	ITB	david@steelequipmentcompany.com	Tuesday, November 22, 2011 1:44:45 PM		Sent	<a href="#">[Resend]</a> 🔍





[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, January 1

[Help](#) | 
 [Instructions](#) | 
 [Suggestions](#) | 
 [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (866) 4E



- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Records 1 th

**Stone Dohaul & Transportation LLC Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bi...	ITB Addendum	daviskim0506@yahoo.com	Monday, January 09, 2012 7:36:43 PM	Tuesday, January 10, 2012 1:01:42 AM	Opened [Reser
ADDENDUM 5 - AAWWTP	ITB Addendum	daviskim0506@yahoo.com	Friday, January 06, 2012 4:38:44 PM	Sunday, January 08, 2012 7:41:18 AM	Opened [Reser
Bidding Subcontractor...	ITB Addendum	daviskim0506@yahoo.com	Monday, December 19, 2011 7:35:18 AM	Monday, December 19, 2011 8:40:56 AM	Opened [Reser



[WORKSPACE](#)
[MY INBOX](#)
[DIRECTORY](#)
[PUBLIC BIDS](#)
[COMPANY](#)
[MY PROFILE](#)
[REPORTS](#)
[LOGOFF](#)  
 The **GradeBeam Community** welcomes Mike Crumley | Wednesday, Januar  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) (866)



- Project**
- Documents**
- UCI Coverage**
- Project Team**
- Qualifications**
- Send Message**
- Message History**
- Auto Invite**
- Editors**

Records 1

**CTI & Associates, Inc. Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bl...	ITB Addendum	kmanuel@cticompanies.com	Monday, January 09, 2012 7:36:31 PM		Sent [Re]
ADDENDUM 5 - AAWWTP	ITB Addendum	kmanuel@cticompanies.com	Friday, January 06, 2012 4:38:25 PM		Sent [Re]
Bidding Subcontractor...	ITB Addendum	kmanuel@cticompanies.com	Monday, December 19, 2011 7:35:07 AM		Sent [Re]
Ann Arbor WWTP Facili...	ITB	kmanuel@cticompanies.com	Monday, November 28, 2011 9:18:28 AM	Monday, November 28, 2011 10:31:50 AM	Opened [Re]



[WORKSPACE](#) [MY INBOX](#) [DIRECTORY](#) [PUBLIC BIDS](#) [COMPANY](#) [MY PROFILE](#) [REPORTS](#) [LOGOFF](#)

The **GradeBeam Community** welcomes Mike Crumley | Wednesday, Janu  
[Help](#) | [Instructions](#) | [Suggestions](#) | [Support@GradeBeam.com](mailto:Support@GradeBeam.com) | (86

- Project
- Documents
- UCI Coverage
- Project Team
- Qualifications
- Send Message
- Message History
- Auto Invite
- Editors

Records

**Somat Engineering Inc Message History**  
*Ann Arbor WWTP Facilities Renovation Project*  
 \* Date and Time below are in your Local Time Zone

Subject	Type	Delivery Address	Date & Time Sent	Date & Time Opened	Delivery Status
Tax Exempt Memo to Bl...	ITB Addendum	bbenhamida@somateng.com	Monday, January 09, 2012 7:36:43 PM	Tuesday, January 10, 2012 11:41:30 AM	Opened <input type="checkbox"/>
Tax Exempt Memo to Bl...	ITB Addendum	bbenhamida@somateng.com	Monday, January 09, 2012 7:36:43 PM	Tuesday, January 10, 2012 11:41:30 AM	Opened <input type="checkbox"/>
ADDENDUM 5 - AAWWTP	ITB Addendum	bbenhamida@somateng.com	Friday, January 06, 2012 4:38:43 PM	Friday, January 06, 2012 4:39:58 PM	Opened <input type="checkbox"/>
Bidding Subcontractor...	ITB Addendum	bbenhamida@somateng.com	Monday, December 19, 2011 7:35:18 AM		Sent <input type="checkbox"/>
Ann Arbor WWTP Facili...	ITB	bbenhamida@somateng.com	Thursday, December 15, 2011 2:23:36 PM	Thursday, December 15, 2011 5:05:37 PM	Opened <input type="checkbox"/>
Ann Arbor WWTP Facili...	ITB	bbenhamida@somateng.com	Monday, December 12, 2011 8:34:50 AM		Sent <input type="checkbox"/>