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May 1, 2025

Mr. Rodney Schwartz
Utilities Superintendent
City of Gladstone
1100 Delta Ave
Gladstone, MI 49837

Re: Proposal for Professional Services: Wastewater Asset Management Plan (WWAMP)

Dear Mr. Schwartz,

We are pleased to offer our services for updating the asset management plan (AMP) for the Wastewater Treatment Plant (WWTP) and collection system. C2AE has worked with the City from planning and design through construction of the new WWTP and has an in-depth knowledge of the facility and components. With the plant construction finalizing in the near future, preparing an asset management plan for the facility is the next step as required by EGLE.

In addition, C2AE is working with the City of Gladstone on their current Clean Water State Revolving Fund (CWSRF) project focusing on improvements planned for the collections system.

Project Understanding

The City of Gladstone is in the process of completing the reconstruction of the WWTP that services the City of Gladstone. Construction began on the project in June of 2022 with minor work, final punch list items and close out procedures remaining. Majority of the process components of the WWTP have been upgraded and/or modified leaving the original AMP obsolete. A new report and AMP are needed for the plant as required by EGLE.

Collection systems upgrades are planned through the current CWSRF project with construction scheduled to begin the Spring of 2026. The current Project Plan developed for the CWSRF Funding will be used as our background data along with the previous SAW data on file. Miscellaneous upgrades to sections of pipe and lift stations through the past years will be documented and incorporated into the WWAMP.

Items of work shall be consistent with the previous AMP developed for SAW. This includes the necessary work for:

1. Asset Inventory and Condition Assessment throughout the facility.
2. Level of Service of the Assets.
3. Criticality of Assets.
4. Revenue Structure.
5. Long-term Funding/Capital Improvement Planning.

Scope

Our services shall include the following in developing and implementing a Wastewater Asset Management Plan for the City of Gladstone.

General

1. Kickoff Meetings: Meet with the City to review the project requirements, including the scope of services and schedules. We will also discuss City staff for inventory assistance and scheduling.
2. Progress Meetings: Schedule and conduct progress meetings with the City, as required, to review the project status, prepare minutes summarizing the discussions and distribute to the City.

Asset Inventory and Condition Assessment

It is intended to use EGLE's basic asset management spreadsheet to organize the information and produce the Capital Improvement Plan and budget input data.

1. The first step is to break the process train into components. For your particular plant and collection system, we have developed the following general categories/components:
 - a. Headworks (Course screen, RAW sewage pumps, Fine Screen).
 - b. Grit Chamber (Vortex Grit Removal).
 - c. Primary Clarifiers.
 - d. Primary Effluent Pumps.
 - e. MBBR (Moving Bed Bioreactor).
 - f. Final Settling Tank.
 - g. Disinfection.
 - h. Sludge Handling.
 - i. Chemical Storage and Feed Systems.
 - j. Plant Structures and Administration Building.
2. For the Collection System, the age, size and pipe type mapping will be updated to show current improvements completed or planned in the near future. This includes the 10 various Lift Stations throughout the City.
3. The next step is to break the assets down within each process component to real assets (buildings) lasting over 25 years; and operating components lasting less than 25 years. Lift stations are less than 25 years and collection system piping by age. Once this is completed, the field effort is required to collect the data.
 - a. Assess condition of real assets by visual inspection and interviews with staff.
 - b. Create a list of major operating components for each process area. Items such as:
 - 1) Pumps.
 - 2) Valves.
 - 3) Motor Controls/VFD's.
 - 4) Aerators.
 - 5) Major Equipment.
 - 6) Samplers.
4. For each process group, make a list of the following:
 - a. Major electrical components.
 - b. Major instrumentation and SCADA.
 - c. Safety Equipment.

5. For each building or process area as well as laboratory facilities a list of:
 - a. Major HVAC components.
 - b. System control/SCADA.
 - c. Laboratory/analysis equipment.
 - d. Office equipment.
6. Utilize operating manuals and name tag data for each component.
7. Assess component condition – visual inspection.

Data collection as part of items 1-7 will be used to create the system data base. The data documenting the condition and remaining useful life will be incorporated in the spreadsheet for all components in the system.

Level of Service

Review the current level of service prepared for SAW and discuss with the City any modifications to be implemented into a new service level for the WWTP. Collection system updates will include changes made since completion of SAW. Options between limits of service verses cost will be the focal point.

Assessment of Criticality

This step will utilize a numeric numbering system to rate the level of service and calculate the criticality of a component. Inputs to make this determination shall include consideration of a component's current condition, redundancy, and likelihood of failure. Criticality is important as the system prioritizes the needed financial attention.

Our services related to the criticality assessment of the Wastewater Treatment Plant will include an evaluation of the process components and recommendations as to improvements that should be anticipated in capital planning in the future, which we shall call the systems condition and efficiency evaluation. Process items shall be reviewed as to their current effectiveness and efficiency. Consideration shall be given to the ability to meet future NPDES requirements. A report of the findings shall be completed for inclusion in the WAMP to document needs for capital improvements planning.

Note: The above assumes ADA evaluation will not be necessary because the facility is not normally used by the public.

Specialized vendors may be contracted for some assessments (e.g. licensed electrician) by the Owner to establish the condition and remaining usable life for components.

Operations and Maintenance Strategies

The asset list and prioritization shall guide the creation of a matrix containing asset major maintenance and replacement needs by year. An attempt will be made to identify these annual costs. To complete this, the following steps will be taken:

1. Determine remaining useful life
2. Determine year and cost of replacement or major upgrade
3. Determine which of these costs should be capitalized
4. Determine by straight line methods how much should be set aside annually

This information, once gathered, is critical to the creation of the equipment replacement list, which cost and timing for each item to be used to determine the funding of the equipment replacement account.

Long Term Capital Plan

Once the WWAMP information is complete, a Capital Improvement Plan can be completed for both short- and long-term planning. The concept of this plan is to attempt to forecast major capital improvement projects in the future, and begin to plan for the method of payment for these improvement projects.

It is anticipated that most capital improvement projects will be financed, but there may be components to be covered by the operating budget, and these expenses can then be worked into the operating budget to determine revenue needs. The impact on rates is then determined and rate adjustment for the short-term improvements can be implemented.

Operations, Maintenance Costs and Revenue Structure – Financial Plan

The last step is reviewing the existing plant rate structure for comparison against planned improvements and projects. C2AE will coordinate potential capital improvements with the City's accounting staff for inclusion into the City's long-term budget projections.

ArcGIS Dashboard

The final product for the City of Gladstone will include creating an ArcGIS Dashboard. This enables users to convey information visually on a single screen. Photos, As-Constructed plans, and other relevant data can also be linked to the dashboard for easy access to information. Also, creating a Dashboard will allow the City to incorporate other city utilities and assets into a single database. Future items may include PASER rating, water utilities and structures, sidewalks, and other City owned assets. Incorporating the Wastewater Asset Management Plan into an ArcGIS Dashboard is accomplished with a method to complete the work that results in no additional cost to the City.

Deliverables

1. Wastewater Asset Management Plan to be submitted to EGLE for their Review, Comments and Approval. Updates to the WWAMP based on the Owner and EGLE Comments with final WWAMP uploaded to EGLE.
2. Development of a City of Gladstone ArcGIS Dashboard for use by City and C2AE.

Assumptions

1. Data acquired through previous studies, As-built construction drawings, shop drawings, reports and assessments will be used during preparation of this report.
2. Data prepared as part of the CWSRF Project Plan and previous SAW data will be used during the preparation of this report.

Schedule

C2AE is available to meet the City's schedule. The below represents an example time line to complete the proposed scope of work.

Kick off Meeting with City of Gladstone	May 13, 2025
Asset Inventory and Condition Assessment	May 31, 2025
Level of Service and Criticality	May 31, 2025
Long Term Capital Improvement Plan	May 31, 2025
Final Report Preparation – Submittal to EGLE	June 1, 2025

Fee

The following are our engineering costs to perform the scope of work discussed above:

Gather and review WWTP documentation:	\$3,500
Asset Inventory, identification, log and services life:	\$5,500
Equipment Assessment:	\$2,200
Criticality assessment/Replacement cost evaluation:	\$8,500
Asset Management Report/Capital Improvement Plan:	<u>\$8,500</u>
TOTAL:	\$28,200

Invoices will be forwarded monthly reflecting the level of work completed and are due upon receipt.

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,
C2AE



Darren Pionk, PE
Project Manager

Accepted by:

City of Gladstone

Date

C2AE Standard Owner-A/E Contract Provisions, 2025

The parties to this agreement, Capital Consultants, Inc., dba "C2AE" in Michigan and dba "Capital Consultants Architecture and Engineering" in New York, hereinafter called C2AE and "City of Gladstone", in Michigan, hereinafter called OWNER, hereby agree to the following conditions:

- A. Scope of Services: OWNER and C2AE have agreed to a written description of services C2AE will provide to OWNER for an established compensation, hereafter referred to as "Scope of Services". Additional Services may be agreed to in writing by OWNER and C2AE in addition to the Scope of Services. Services not set forth in written agreement are specifically excluded from the scope of C2AE's services, including any "financial advising" services. C2AE assumes no responsibility to perform any services not specifically agreed to in writing.
- B. Standard of Care: C2AE shall perform its services consistent with the professional skill, care, and timeliness ordinarily provided by professional engineers and architects practicing in circumstances of similar time and place. C2AE makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by C2AE. However, C2AE shall correct any technical accuracy deficiencies in C2AE's Instruments of Service without additional compensation.
- C. Schedule: C2AE shall ordinarily perform its services within a reasonable time. Upon OWNER's request, C2AE shall prepare and submit for OWNER approval a detailed schedule for the performance of C2AE's services. This schedule shall include reasonable allowances for review and approval times required by OWNER, performance of services by OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by OWNER, or for delays or other causes beyond C2AE's reasonable control.
- D. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to C2AE are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, C2AE may call for renegotiation of appropriate portions of this Agreement. C2AE shall notify OWNER of the changed conditions necessitating renegotiation, and both parties shall promptly and in good faith renegotiate this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- E. Payment Terms: Invoices prepared to C2AE's standard format will typically be submitted by C2AE monthly, are due upon receipt, and shall be considered past due if not paid within thirty (30) calendar days of the due date. If work is abandoned or suspended, C2AE shall be paid in full for services performed prior to receipt of written notice from OWNER of abandonment or suspension. If OWNER fails to make payments when due, C2AE may charge interest at one-and-one-half (1.5) percent or the maximum rate allowable by law, whichever is less, per month on the past due amount, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. In addition, if OWNER fails to make payments when due or otherwise is in breach of this Agreement, C2AE may suspend performance of services when any invoice for services remains unpaid 60 days after the date of the invoice and upon five (5) calendar days' notice to OWNER. C2AE shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER. Upon payment in full by OWNER, C2AE shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for C2AE to resume performance.
- F. Disputed Invoices: OWNER shall not withhold amounts from C2AE's compensation to impose a penalty or liquidated damages on C2AE, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless C2AE agrees or has been found liable for the amounts in a binding dispute resolution proceeding. If OWNER objects to any portion of an invoice, OWNER shall so notify C2AE in writing within ten (10) calendar days of receipt of the invoice. OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation

between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

G. Regulatory Compliance: C2AE shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities, including the Americans with Disabilities Act (ADA) which provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. Design changes made necessary by newly enacted laws, codes and regulations after submission date shall entitle C2AE to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement. OWNER acknowledges that the requirements of laws, codes, and regulations, including the ADA, will be subject to various and possibly contradictory interpretations. C2AE, therefore, will use its reasonable professional efforts and judgment to interpret applicable requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. C2AE, however, cannot and does not warrant or guarantee that OWNER's project will comply with all interpretations of all the requirements of federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

H. Errors and Omissions and CONSULTANT's Limit of Liability: In recognition of the relative risks and benefits of the Project to both OWNER and C2AE, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants shall not exceed \$10,000 or C2AE's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

I. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor C2AE nor their respective officers, directors, shareholders, employees, and sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and C2AE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

J. Dispute Resolution: OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration. If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties mutually agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law. The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known

of the existence of the claim, dispute, or other matter. If the demand for arbitration is not effectuated within one (1) year, the claim, dispute, or other matter shall be forever barred and not mandatory. The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

K. Mutual Indemnification: Neither OWNER nor C2AE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. C2AE agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by C2AE's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom C2AE is legally liable. Likewise, OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom OWNER is legally liable.

L. Use of Documents: All Documents (data, reports, drawings, specifications, models, and other deliverables, whether in printed or digital format) are Instruments of Service for which C2AE shall retain all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of C2AE. C2AE grants to OWNER a nonexclusive license to use C2AE's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that OWNER substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits OWNER to authorize the Contractor, Construction Manager, Subcontractors, and material or equipment suppliers, as well as OWNER's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by C2AE, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by C2AE; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by C2AE, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to C2AE or to its officers, directors, employees, and sub-consultants; (3) OWNER shall indemnify and hold harmless C2AE and its officers, directors, employees, and sub-consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by C2AE; and (4) such limited license to OWNER shall not create any rights in third parties. C2AE and OWNER warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

M. Construction Activities: Neither the professional activities of C2AE nor the presence of C2AE or its employees and sub-consultants at a project site shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. C2AE and its personnel have no authority to approve construction change orders or to issue stop work orders. C2AE and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. OWNER agrees that the Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in OWNER's contract with the Contractor. OWNER also agrees that OWNER and C2AE and its sub-consultants shall be included as indemnified parties by the Contractor in OWNER-Contractor agreement and shall be made additional insureds under the Contractor's policies of general liability insurance.

N. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that C2AE's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event C2AE or any other party encounters any hazardous or toxic materials, or should it become known to C2AE that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of C2AE's services, C2AE may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of C2AE.

O. Opinions of Probable Construction Cost: When in the Scope of Services C2AE provides opinions of probable construction cost, OWNER understands that C2AE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that C2AE's opinions of probable construction costs are made on the basis of C2AE's professional judgment and experience. C2AE makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from C2AE's opinion of probable construction cost.

P. Distribution of Digital Documents: When in the Scope of Services C2AE provides digital information extracted from its Instruments of Service to OWNER or to others on behalf of OWNER, the recipient of the information will be required to agree to C2AE's Release of Electronic Documents Agreement, including compensation for C2AE to prepare the files. Under no circumstances shall delivery of electronic files by C2AE be deemed a sale, and C2AE makes no warranties, either express or implied, of merchantability and fitness of electronic files for any particular purpose. In no event shall C2AE be liable for any loss of profit or any consequential damages as a result of OWNER's or other's use or reuse of these electronic files.

Q. Record Documents: When identified in the Scope of Services and upon completion of the work C2AE shall compile for and deliver to OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which C2AE shall assume will be reliable, C2AE cannot and does not warrant their accuracy.

R. Design Without Construction Administration: When the Scope of Services does not include substantial involvement in project observation or review of the Contractor's performance or other construction phase services, OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and OWNER waives any claims against C2AE that may be in any way connected thereto. In addition, OWNER agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless C2AE, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of C2AE.

S. On-site Construction Observation: When the Scope of Services includes part-time or full-time on-site project representation in order to observe the progress and quality of the work completed by the Contractor such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow C2AE, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Such observation shall include keeping OWNER informed about the progress of the work and C2AE shall endeavor to guard OWNER against deficiencies in the work. In any case, C2AE shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Finally, C2AE shall not be responsible for any acts or omissions of the Contractor, sub-contractor, any entity performing any portions of the work, or any agents or employees of any of them and does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.