REQUEST FOR PROPOSAL

6725

Parker Mill
Hoyt-Post Boardwalk Terminus
Superior Township

FOR

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION
Ann Arbor, MI

Issued by:
Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
Phone: (734) 222-6760

Proposal Submitted by:

_____

Please type Bidder's Company Name & **include as proposal cover**

WASHTENAW COUNTY
FINANCE DEPARTMENT

Purchasing Division
220 N. Main Street
Ann Arbor, MI 48104
Phone (734) 222-6760
Fax (734) 222-6764
www.purchasing.ewashtenaw.org

REQUEST FOR PROPOSAL # 6725

May 3, 2013

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission is issuing a Request for Proposal (RFP) #6725 for **Hoyt-Post Boardwalk Terminus** at Parker Mill County Park at 4650 Geddes Road in Ann Arbor, MI 48105.

Sealed Proposals: Contractor will deliver **four (4) copies total, an unbound original and three (3) copies**, **each with the pricing page flagged** to the location specified below:

Washtenaw County
Administration Building
Purchasing Division
220 N. Main Street
Ann Arbor, MI 48104

By 2:00 P.M. on Tuesday, *May 21, 2013*

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

The envelope must be clearly marked **"SEALED RFP # 6725"**

A **MANDATORY pre-bid site meeting** will be held at **2:00 PM, Tuesday, May 14, 2013** at the Parker Mill County Park parking area (4650 Geddes Road, Ann Arbor, MI 48105).

Project Work Includes: Work under this Contract includes demolition of existing boardwalk, construction of boardwalk on grade beams and deck on pilings, and site seeding/restoration.

Thank you for your interest.

Bidders Qualifications:

Any organization contemplating bidding on this project shall have been an established business entity for at least a five consecutive year period prior to submission of the bid and shall have satisfactory evidence of at least three (3) successful projects of this scope.

General project purchasing and procedural questions regarding this RFP should be directed to Angela O. Perry via e-mail only at perrya@ewashtenaw.org.

Please direct technical project questions regarding this RFP to Peter Sanderson or Meghan Bonfiglio, Washtenaw County Parks and Recreation, Park Planning via e-mail only at sandersonp@ewashtenaw.org or bonfigliom@ewashtenaw.org.

A certified check payable to WCPARC or bid bond in the amount of five percent (5%) of the base bid must accompany each bid. The successful bidder will be required to furnish satisfactory insurance in the amounts specified in the Contract. Satisfactory Performance and Labor and Materials Payment Bonds in the amount of 100% of the contract price shall be provided as indicated on the forms included in the Contract Document.

Proposal Information:

Proposal Definitions

"Bidder"	An individual or business submitting a bid to Washtenaw County
"Contractor/Vendor"	One who contracts to perform services in accordance with a contract
"County"	Washtenaw County in Michigan
"Owner"	Washtenaw County Parks & Recreation Commission

Proposal Terms:

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modification at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's needs, specifications, and interests.

B. A standard Washtenaw County Service Contract will be executed between Washtenaw County Parks and Recreation Commission (WCPARC) and the Contractor (see Sample provided within this document). The County reserves the right to reject any and all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interest of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provision for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contact may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, an addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, four copies (4) total, the original and three copies of proposals must be at the County offices as indicated on or before the date and time specified.

E. Proposals must be submitted on the forms provided within the Contract Document, Proposal section. Proposal figures must be typed, and no erasures are permitted. Mistakes must be crossed out, corrected, and initialed in ink by the person signing the proposal. No changes shall be permitted in the wording or quantity numbers on the Proposal Form(s).

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County vendor. For purposes of this section, Washtenaw County vendor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box is not, in and of itself, sufficient to establish a company as a Washtenaw County vendor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contrator and if two or more bids are substantially equal.

G. <u>CONFLICT OF INTEREST</u>. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

H. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

Thank you for your interest.

Angela Perry
Purchasing Manager

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These Contract Documents are prepared in three separate parts:

PART I - CONTRACT FORMS

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PART III - DRAWINGS

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PART I

CONTRACT FORMS

INSTRUCTIONS TO BIDDERS

GENERAL

Work under this Contract includes demolition of existing boardwalk, construction of boardwalk on grade beams and deck on pilings, and site seeding/restoration.

SECURING DOCUMENTS

Copies of the proposed Bid Documents may be obtained from the Washtenaw County Purchasing Department website as described in the Request for Proposal

FORMAT OF CONTRACT DOCUMENTS

The Contract Documents are divided into sections and divisions in keeping with accepted industry practice to separate categories of subject matter for convenient reference.

INTERPRETATION OF CONTRACT DOCUMENTS

The Contract Documents are intended to be compatible and to provide provisions and details reasonably required for the execution of the proposed work. Any person contemplating the submission of a Bid shall have thoroughly examined all parts of the said Contract Documents. Should there be any doubt as to the meaning or intent of the contract language, the Bidder should immediately request an interpretation sufficiently in advance of the Bid due date to allow for changes, if necessary, in the Contract Documents. Verbal statements and/or instructions issued regarding the meaning or intent of any aspect of the Contract Documents prior to the Bid due date will be considered unofficial, will not be binding of the OWNER and shall not be considered as modifying any provision of the Contract Documents.

Any change in the Contract Documents required as the result of an interpretation will be made only in the form of an addendum to the Contract Documents which shall be furnished to all Bidders of record with Washtenaw County Purchasing that received a set of the Contract Documents. All addenda issued prior to the Bid due date will become a part of the Contract Documents and all Bids are to include the work described therein. Each Bid submitted shall list by number, all addenda which have been received prior to the time scheduled for Bid submittal. Failure to acknowledge receipt of addenda may result in rejection of a Bid as non-responsive.

BIDDER'S UNDERSTANDING

Examination of Contract Documents: Each Bidder must carefully inform themselves of the conditions relating to the performance of the work and assure they are thoroughly familiar with all of the Contract Documents. Failure to do so will not relieve the successful Bidder of their obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents.

Examination of Project Site: Each Bidder must visit the site during the pre-bid walk through to obtain first-hand knowledge of existing conditions, including the presence of structures, utilities, services and obstacles which may be encountered as well as any other conditions relative to the work to be performed.

Compliance with Laws and Regulations: Each Bidder shall also inform himself/herself of, and the Bidder(s) awarded a contract shall fully comply with all Federal, State, and local laws, statutes, and ordinances affecting the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, funding programs, and permits, fees, and licensing.

Additional Compensation: Bidders shall not receive additional compensation for conditions which can be determined by examining the site, existing drawings, and the Contract Documents.

LICENSE REQUIREMENTS

The bidder shall provide a copy of his current state Business License and Specialty or General Contractor, as well as his Federal Tax Identification number, upon request from the OWNER.

PREPARATION OF BIDS

In order to receive consideration, make all Bids in strict accordance with the following:

Complete sets of Contract Documents shall be used in preparing Bids. The OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The OWNER, in making available copies of the Contract Documents, do so only for the purpose of obtaining Bids on the work contemplated and do not confer a license or grant permission for any other use.

All blank spaces on the Bid Form(s) must be filled in and typewritten, and when required, in both words and figures. No changes shall be permitted in the wording or numbers on the Proposal Form(s). No exceptions or special conditions that are not required by the Bid requirements shall be made. Written amounts shall govern where the amount stated in writing and amount stated in figures does not agree. In case of a discrepancy between unit prices and totals, unit prices will prevail.

All submitted Bids shall be signed. If the Bidder is a corporation, the legal name of the corporation shall be set forth in the Bid together with the signature of the individual authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth in the Bid, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be submitted with the Bid, otherwise the Bid may be rejected.

All Bids must be made out on the Proposal Form(s) without any modification whatsoever of the times, terms, quantities, conditions, and other requirements therein stated.

Telegraphic bids will not be considered. Bids received via facsimile machine or email are not regarded as sealed bids and will not be accepted.

SUBMISSION OF BIDS

Each Bidder shall furnish, as part of the Bid, the following documentation:

1. Bidder's Acknowledgment
2. Proposal Form(s)
3. Bid Bond

Only the original signed bid proposal and accompanying documents need be submitted.

Bids shall be delivered to Washtenaw County Purchasing on or before the time and date indicated in the Request for Proposal.

It is the sole responsibility of the Bidder to insure that his/her Bid is received on time at the location indicated in the Request for Proposal. Any Bid received after the time and date specified may not be considered and may be returned to the originator unopened if so decided by the OWNER.

WITHDRAWAL OF BIDS

Bids may not be modified after submittal. Bidders may withdraw Bids at any time before the time and date the Bid is due, but will not be permitted to resubmit them. A Bid may only be withdrawn by written request executed by an authorized representative of the Bidder prior to the due date and hour designated for delivery of Bids.

Bids may not be withdrawn for a period of 90 days after the bids are received and opened.

BASIS OF AWARD – See the Proposal Terms for the basis of award.

IMPLEMENTATION OF THE WORK

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall not begin or resume the work to be performed under the Contract before receiving written notification from the OWNER to do so, and shall thereupon begin or resume the work within the number of days indicated in such notice.

No work is to be performed without the express consent of the OWNER. In some instance, the CONTRACTOR may not be authorized to perform services prescribed in the Contract Documents without the OWNER or OWNER's designated representative being present on the job site. The CONTRACTOR shall be considered in default of the Contract should any work be performed in the absence of such authority.

The CONTRACTOR shall employ an ample work force and provide the equipment necessary and of sufficient capacity and efficiency to accomplish the work in a safe and workmanlike manner at an appropriate rate of progress.

In the event work is undertaken during adverse weather conditions, the CONTRACTOR will be required to exercise precautions necessary to produce satisfactory work and shall protect the finished work from the elements. It is agreed and understood that the cost of these precautions has been included in the Bid for the various items of work in the Agreement and that no extra compensation will be allowed.

WORK SCHEDULE

All work specified by the contract shall be undertaken in a manner that limits any adverse impact to the OWNER's operation. For the work described herein, the CONTRACTOR will be limited to performing the work in accordance with the Contract Documents.

Project Anticipated Start Date – June 17, 2013,
Project Anticipated Substantial Completion Date – September 1, 2013,

The final project schedule will be determined at the pre-construction meeting with the owner and selected contractor.

WORK BY OTHERS

Work by others may be ongoing during the execution of work under this Contract. The CONTRACTOR shall afford other CONTRACTORS and the OWNER reasonable opportunity to properly execute their work and shall coordinate his/her work with theirs. The CONTRACTOR shall arrange his/her work so that at no time will it cause unnecessary interruption to the operation of other work.

The Bidder is cautioned to thoroughly familiarize himself/herself with the entire project to determine the portions of work which may be in conflict with other work and to understand the responsibilities associated with working around other work, if necessary, as no additional compensation due to scheduling problems with other work will be allowed after opening of the Bids.

INSURANCE COVERAGE

The CONTRACTOR is reminded to review and become familiar with the insurance coverage and limitations included in the Service Contract of this document. The successful CONTRACTOR will be required to submit a Certificate(s) of Insurance at the time of Contract award naming OWNER (WASHTENAW COUNTY PARKS AND RECREATION COMMISSION) as additional insured.

The Bidder is directed to Article VI of the Service Contract and Article 5 of the General Conditions for specific requirements as to each of the required policies.

END OF SECTION

BIDDER'S QUALIFICATIONS AND EXPERIENCE STATEMENT

The Owner requires supporting evidence regarding Bidder's Qualifications and competency for the proposed project work elements. The Bidder is required to furnish all of the applicable information listed below, which must be submitted with the sealed bid at time of the Bid Opening. The Qualifications and Experience certificate must be type written and signed in ink.

QUALIFICATIONS AND EXPERIENCE CERTIFICATE

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted To: Washtenaw County Purchasing Division

Address: 220 N. Main Street, Ann Arbor, MI 48104

Submitted By:_____

Name: _____

Address:_____

Telephone:_____

Fax No._____

Principal:_____

Corporation: _____

Joint Venture:_____

Partnership:_____Other:_____

Individual:_____

Name of Project: Parker Mill – Hoyt Post Boardwalk Terminus

ORGANIZATION

How many years has your organization been in business as a CONTRACTOR?

How many years has your organization been in business under its present business name?

Under what other or former name(s) has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation:_____

State of Incorporation:_____

President's Name:_____

Vice President's name:_____

Secretary's Name:_____

Treasurer's Name:_____

If your organization is a partnership, answer the following:

Date of Organization:_____

Type of Partnership:_____

Name(s) of General Partner(s):_____

If your organization is individually owned, answer the following:

Date of Organization:_____

Name of Owner:_____

If the form of your organization is other than those listed above, describe it and name the principals:

LICENSING

List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdiction in which your organization's partnership or trade name is filed:

EXPERIENCE

List the categories of work that your organization normally performs with its own forces:

On a separate sheet, list major construction projects your organization has completed in the past five (5) years, giving the name of project, OWNER, Architect/Engineer/Landscape Architect, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

On a separate sheet, list the construction experience and present commitments of any key individuals of your organization.

CLAIMS AND SUITS (if the answer to any of the questions below is yes, please attach details)

Has your organization ever failed to complete any work awarded to it?_____

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers?
_____

REFERENCES

Trade References:_____

Bank References:_____

Surety:_____

Name of Bonding Company:_____

Name and Address of Agent:

_____

_____

_____

Signature:_____

Dated at:_____this _____day of _____, 2013

Name of Organization:_____

By:_____

Title:_____

Mr/Mrs/Ms_____ being duly sworn deposes and says that the information provide herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this_____ day of _____,20____

Notary Public:_____

My Commission Expires:_____

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID MAY BE CONSIDERED INCOMPLETE.

NOTE: PLEASE SUBMIT THE ORIGINAL AND THREE (3) COPIES OF THE PROPOSAL.

PROPOSAL FOR RFP #6725
PARKER MILL – HOYT POST BOARDWALK TERMINUS
TO THE WASHTENAW COUNTY PARKS AND RECREATION COMMISSION

The undersigned as Bidder hereby declares that this Proposal is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he has read and examined the Advertisement, Information for Bidders, Proposal, General Conditions, Agreement, Forms of Bonds, Specifications and Plans, as prepared, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all addenda officially issued, the receipt of which is hereby acknowledged:

Addendum No. /Dated	Date of Receipt	Signature
_____	_____	_____
_____	_____	_____

AWARD OF CONTRACT:
Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

Low Bidder:
A low bidder will be determined by the price, qualifications, and capabilities to provide the specified services.

PROPOSAL PRICE: The Bidder agrees to complete the Project for the following unit prices:

BASE BID ITEMS, RFP #6725

Item	Item Description	Qty	Unit	Unit Price	Total Price
1.	Mobilization, bonds and Insurance	1	LS	$	$
2.	Temporary dismantling and reinstallation of boardwalk access barrier	1	LS	$	$
3.	Soil erosion control measures	1	LS	$	$
4.	Demolition and legal disposal of 148 square feet of boardwalk	1	LS	$	$
5.	Installation of 6 foot wide wooden boardwalk with curbrail	35	LF	$	$
6.	Installation of 105 square foot wooden deck with handrail	1	LS	$	$
7.	Installation of wooden bench	1	EA	$	$
8.	Site restoration	1	LS	$	$
9.	**Total Bid Amount (Items 1 through 8)**	$			

The undersigned has read the "Method of Measurement and Basis of Payment", and acknowledges that Pages MP-1 is part of his proposal.

The undersigned agrees that if the foregoing Proposal shall be accepted by the OWNER, he will, within ten (10) days (Sundays and legal holidays excepted) after receiving notice of such acceptance, enter into the attached form of Agreement and will complete the Project, ready for use, at the price and within the time stated in this Proposal, and that he will furnish the OWNER satisfactory Contract Bonds and certificates of insurance coverage.

The undersigned further agrees that if the foregoing Proposal shall be accepted, he will commence work immediately after the Contract has been awarded, the Agreement executed, and he has received a Notice to Proceed and he shall complete the entire work by October 31, 2013.

The undersigned attaches hereto his Bid Security, as required by the Advertisement and Information for Bidders, and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing Proposal and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned his rights and interests in such Contract and that his Bid Security accompanying his Proposal has been forfeited to the said OWNER, but otherwise the Bid Security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The Bidder shall acknowledge that he/she is an equal opportunity employer and that they do not discriminate against other firms due to race, age, gender or physical conditions.

In submitting this bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all bids, and to waive irregularities in bidding in the interest of the OWNER.

The Bidder has completed the accompanying "Legal Status" form.

The undersigned agrees to enter into an agreement with the County to provide the services and/or materials required to install all landscape plantings and perform maintenance and plant establishment duties as indicated in the plans and specifications.

Total Bid Amount for
Parker Mill Hoyt Post Boardwalk Terminus (Items 1 through 8): $_____

_____ Dollars
(Above Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

OFFICIAL COMPANY NAME & ADDRESS

_____	_____
Company Name	Signature Date
_____	_____
Address	Printed Name
_____	_____
City	Title
_____	_____
Telephone	Email Address to send Purchase Order
_____	
Federal Tax ID#	

☐ **By checking this box we hereby certify that we are a Washtenaw County company as defined in Section F of the Request for Proposal. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.**

IF THIS INFORMATION IS NOT SUBMITTED WITH SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

METHOD OF MEASUREMENT AND PAYMENT SCHEDULE
PARKER MILL – HOYT POST BOARDWALK TERMINUS

ITEM IN PROPOSAL	METHOD OF MEASUREMENT	BASIS OF PAYMENT
Mobilization, bonds and Insurance	By the unit lump sum (LS).	Delivery to site of equipment as required for the project. Includes the establishment of the CONTRACTOR's temporary site facilities, pre-construction costs such as Bonds and Insurance, removal and restoration of all equipment staging areas impacted from project work.
Temporary dismantling and reinstallation of boardwalk access barrier	By the unit lump sum (LS).	For dismantling, temporary storage, and reinstallion of existing access barrier along the boardwalk access route.
Soil erosion control measures	By the unit lump sum (LS).	Furnish, install, and maintain all permit required erosion control measures throughout project work. Includes eventual removal at end of project
Demolition and legal disposal of 148 square feet of boardwalk	By the unit lump sum (LS).	For removal and legal disposal of existing boardwalk as indicated on the plans
Installation of 6 foot wide wooden boardwalk with curbrail	By the unit linear foot (LF).	Furnish and install wooden boardwalk and curbrail including all necessary wood and hardware in accordance with the plans and specifications
Installation of 105 square foot wooden deck with handrail	By the unit lump sum (LS).	Furnish and install wooden deck and handrail including all necessary wood, footing materials, and hardware in accordance with the plans and specifications
Installation of wooden bench	By the unit each (EA).	Furnish and install wooden bench including all necessary woodand and hardware in accordance with the plans and specifications
Site restoration	By the unit lump sum (LS).	Site restoration as necessary including furnishing and installing seed and mulch on all disturbed areas in accordance with the plans and specifications

END OF SECTION

NAME, ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

This Proposal is submitted in the name of:

(Print)_____

The undersigned herby designates below its business address and other information to which all notices, directions, or other communications may be mailed or served:

Street_____

City _____ State _____ Zip

Code_____

Telephone _____

Fax _____

Email _____

The undersigned herby declares that they have legal status to represent the business checked below:

( ) INDIVIDUAL

( ) INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME

( ) CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan.

( ) CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____. The Corporation is:

( ) LICENSED TO DO BUSINESS IN MICHIGAN

( ) NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The names, titles and home addresses of all persons who are officers or partners in the organization are as follows:

NAME AND TITLE	HOME ADDRESS
_____	_____
_____	_____
_____	_____

Signed and Sealed this_____day of _____, 20___

_____

By (Signature)

_____

Printed name of signer Title

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID MAY BE CONSIDERED INCOMPLETE.

SAMPLE SERVICE CONTRACT
NAME OF CONTRACTOR

AGREEMENT is made this _____ day of _____, 2013, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and **CONTRACTOR** located at **XYZ STREET, ANYWHERE, USA 99999** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will **SPELL OUT SCOPE OF SERVICE**……..

ARTICLE II - COMPENSATION

Upon completion and acceptance of the above services and submission of proper invoices, the County will pay the Contractor, for full performance of the work, an amount not to exceed **$ XX,XXX (SPELL OUT DOLLARS),** subject to additions and deductions as documented through authorized change orders.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Parks Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable**,** the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **XX/XX/XX** and ends on **XX/XX/XX** according to the project schedule and as modified through authorized change orders.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of $100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate

insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to Washtenaw County c/o: Washtenaw County Parks & Recreation Commission & CR#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and

political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

By:_____
Robert L. Tetens (DATE)
Director, Parks & Recreation

APPROVED AS TO FORM:

By:_____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

CONTRACTOR

By:_____sample – do not sign__
CONTRACTOR (DATE)

PERFORMANCE BOND

_____ as Principal, hereinafter

called the CONTRACTOR, and_____ , a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are firmly bound unto

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION

As oblige, hereinafter referred to as "OWNER", in the amount of

_____Dollars ($_____)
(Amount shall be shown in both words and figures. In case of discrepancy, amount shown in words shall govern).

for the payment whereof the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONTRACTOR has entered a written contract with the OWNER dated_____, for the construction of

RFP # 6725, PARKER MILL HOYT POST BOARDWALK TERMINUS

This bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

Whenever the CONTRACTOR is declared by the OWNER to be in default under the contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the OWNER for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the OWNER, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

Surety shall have no obligation to the OWNER if the CONTRACTOR fully and promptly performs under the contract.

PERFORMANCE BOND page 2

Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this_____day of _____, 20__.

In the Presence of:

WITNESS

_____ _____
(fill in contractor's name)

_____ _____
Company

_____
Title

WITNESS

_____ _____
Surety

_____ _____
Title

_____
Address of Surety

_____
City Zip Code

LABOR AND MATERIAL PAYMENT BOND

_____ as Principal, (hereinafter

called the CONTRACTOR), and_____ ,
a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are firmly bound unto

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION

As oblige, hereinafter referred to as "OWNER", in the amount of

_____Dollars ($_____)
(Amount shall be shown in both words and figures. In case of discrepancy, amount shown in words shall govern).

for the payment whereof the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONTRACTOR has entered a written contract with the OWNER
dated_____, for the construction of

RFP # 6725, PARKER MILL HOYT POST BOARDWALK TERMINUS

This bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

If the CONTRACTOR fails to promptly and fully repay claimants for labor and material reasonably required under the contract, the Surety shall pay those claimants.

LABOR AND MATERIAL PAYMENT BOND page 2

Surety's obligations shall not exceed the amount stated in the second paragraph above, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this_____day of _____, 20___.

In the Presence of:

WITNESS

_____ _____
(fill in contractor's name)

_____ _____
Company

_____
Title

WITNESS

_____ _____
Surety

_____ _____
Title

_____
Address of Surety

_____
City Zip Code

GENERAL CONDITIONS

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ARTICLE 1 – DEFINITIONS

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

Agreement: The written agreement/contract between OWNER and CONTRACTOR covering the work to be performed; other Contract Documents are attached to the Agreement.

Application for Payment: The form furnished by OWNER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by Paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a Bid for the work.

Bonds: Bid, performance and payment bonds, and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

Change Order: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: The Agreement, Addenda (whether issued prior to the Opening of Bids or the execution of the Agreement), Instructions to Bidders, CONTRACTOR's bid, the bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings, and Modifications.

Contract Price: The total monies payable to CONTRACTOR under the Contract Documents.

Contract Time: The number of days stated in the Agreement for the Completion of the Work, computed as provided in Paragraph 17.2.

CONTRACTOR: The person, firm, or corporation with whom OWNER has executed the Agreement.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings (Plans): The drawings, also commonly known or referred to as Plans, which show the character and Scope of Work to be performed and which have been prepared or approved by OWNER and are referred to in the Contract Documents.

Field Order: A written order issued by OWNER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the work in accordance with Paragraph 10.2.

Modification: (a) A written amendment of the Contract Documents signed by both parties; (b) A Change Order; (c) A written clarification or interpretation issued by OWNER in accordance with Paragraph 9.3; or (d) A written order for a minor change or alteration in the work issued by OWNER pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by OWNER to CONTRACTOR (with a copy to OWNER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: The Washtenaw County Parks and Recreation Commission or Washtenaw County as named in the Agreement for whom the work is to be performed.

OWNER'S REPRESENTATIVE: The authorized representative of OWNER who is assigned to the project site or any part thereof.

Project: The entire construction to be performed as provided in the Contract Documents.

Resident Project Representative: The authorized representative of OWNER who is assigned to the Project site or any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work. The Specifications are customarily organized in 18 divisions in accordance with the Uniform System for Construction Specifications endorsed by the Construction Specifications Institute.

Subcontractor: An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

Substantial Completion: The date as certified by OWNER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with Paragraph 14.13.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

ARTICLE 2 - PRELIMINARY MATTERS

Execution of Agreement

2.1. At least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within ten days of the Notice of Award and the OWNER will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. OWNER will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. The CONTRACTOR, and OWNER shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.

Delivery of Bonds

2.2. When the CONTRACTOR delivers the executed Agreements to OWNER, he/she shall also deliver to OWNER such Bonds as may be required to furnish in accordance with Paragraph 5.1.

Copies of Documents

2.3. OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

Contractor's Pre-Start Representations

2.4. CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Requirements (Division 1) of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in

accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

Commencement of Contract Time, Notice to Proceed

2.5. The Contract Time will commence to run on the thirtieth day after the day on which the executed Agreement is delivered by OWNER to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid Opening or the thirtieth day after the day on which OWNER delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

Starting the Project

2.6. CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction

2.7. Before undertaking each part of the work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to OWNER any conflict, error, or discrepancy which he may discover; however, he shall not be liable to OWNER for his failure to discover any conflict, error, or discrepancy in the drawings or Specifications.

2.8. Within ten days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to OWNER for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the work, and a preliminary schedule of shop drawing submissions.

2.9. Before starting the work at the site, CONTRACTOR shall furnish OWNER Certificates of Insurance as required by Article 5 of these General Conditions and Article VI of the Agreement. Within twenty days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the work at the site, a conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, OWNER, Resident Project Representatives, CONTRACTOR, and his Superintendent.

ARTICLE 3 –

CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1. It is the intent of the Specifications and drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise

the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to OWNER's attention in writing at once and before proceeding with the work affected thereby; however, he shall not be liable to OWNER or OWNER for his failure to discover any conflict, error, or discrepancy in the Specifications or drawings. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the Specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands

4.1. OWNER shall furnish, as indicated in the Contract Documents, and not later than the date when needed by CONTRACTOR, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Surveys and Reports

4.2. Reference is made to the General Requirements (Division 1) of the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the work which have been relied upon by OWNER in preparation of the drawings and Specifications.

Unforeseen Physical Conditions

4.3. CONTRACTOR shall promptly notify OWNER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. OWNER will promptly investigate those conditions and determine whether further surveys or subsurface tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional surveys and tests then furnish copies to CONTRACTOR. If OWNER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which

could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

Reference Points

4.4. The construction drawing or OWNER shall provide sufficient data for CONTRACTOR to establish reference points which are necessary to enable CONTRACTOR to proceed with the work. CONTRACTOR shall be responsible for surveying and laying out the work (unless otherwise provided in the Supplementary Conditions), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He shall report to OWNER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

4.5. All elevations shown on the Plans or referred to herein are in feet above mean sea level datum as established by the United States Geological Survey, unless otherwise noted. The CONTRACTOR shall verify all the existing structure locations and elevations at points of connection or possible interference between his work and the existing structures and shall report at once to the OWNER any interferences or discrepancies discovered.

4.6. The CONTRACTOR shall cause to be replaced by a Registered Land Surveyor all survey monuments and/or property irons damaged or destroyed by his operations or the operations of his Subcontractor.

ARTICLE 5 - BONDS AND INSURANCE

Performance, Payment and Other Bonds

5.1. CONTRACTOR shall furnish performance and payment bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided in the Supplementary Conditions) in such form and with such sureties as are licensed to conduct business in the State of Michigan and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

5.2. 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, CONTRACTOR shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to OWNER.

Insurance Required of the CONTRACTOR

5.3. Prior to commencement of the work, the CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him, the OWNER, and/or OWNER'S REPRESENTATIVE from claims arising out of the work described in this Contract and performed by the CONTRACTOR, Subcontractor(s), or Sub-subcontractor(s) consisting of:

5.3.1. Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal Compensation Acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this Project is performed are acceptable.

5.3.2. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

(a) all premises and operations;

(b) explosion, collapse, and underground damage;

(c) CONTRACTOR's Protective Coverage for independent CONTRACTORS and subcontractors employed by him;

(d) Contractual Liability for the obligation assumed in the indemnification or hold harmless agreement found in the General Conditions section of this Contract;

(e) the usual Personal Injury Liability endorsement with no exclusions pertaining to employment;

(f) products and completed operations coverage -- this coverage shall extend through the Contract Guarantee period.

5.3.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired vehicles. In light of standard policy provisions concerning:

(a) loading and unloading; and

(b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

5.3.4. The CONTRACTOR will purchase for the OWNER an OWNER's Protective Liability policy to protect the OWNER, the OWNER, their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the Subcontractor(s), and the Sub-subcontractor(s) under this Contract.

5.3.5. The CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the Project for the full cost of replacement as of the time of any loss which shall include as named insureds:

(a) the CONTRACTOR;

(b) all Subcontractors;

(c) all Sub-subcontractors;

(d) the OWNER, the OWNER's Representative;

as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake, with exclusions normal to the coverage. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability of self-assume, but he will be held solely responsible for the amount of such deductible and for any non-insurance penalties. Any insured loss shall be adjusted with the OWNER and the CONTRACTOR and paid to the OWNER and CONTRACTOR as trustee for the other insureds.

5.3.6. Umbrella or Excess Liability: The OWNER or its representative may, for certain projects, require limits higher than those stated in Paragraph 5.4. which follows. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

5.3.7. Railroad Protective Liability: Where such an exposure exists, the CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(ies) involved. See Supplemental General Conditions for limits and coverage requested.

Limits of Liability

5.4. The required limits of liability for insurance coverages requested in Paragraph 5.3 shall be NOT LESS than the following:

5.4.1. Worker's Compensation:

Coverage A - Compensation	Statutory
Coverage B - Employer's Liability	$100,000

5.4.2. Commercial Comprehensive General Liability:

Bodily Injury - Each Occurrence	$1,000,000
Bodily Injury - Aggregate	$1,000,000
(Completed Operations)	
Property Damage - Each Occurrence	$1,000,000
Property Damage - Aggregate	$1,000,000
or Combined Single Limit	$1,000,000

5.4.3. Comprehensive Automobile Liability:

Bodily Injury	$1,000,000
Property Damage	$1,000,000
or Combined Single Limit	$1,000,000

5.4.4. Umbrella or Excess Liability: $3,000,000

Insurance - Other Requirements

5.5. The following conditions shall also be required in regard to insurance coverage.

5.5.1. Notice of Cancellation or Intent Not to Renew: Policies will be endorsed to provide written notice of cancellation or of intent not to renew shall be given to the OWNER.

5.5.2. Evidence of Coverage: Prior to commencement of the work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the OWNER's form of certificate provided. Other forms of certificate are acceptable only if:

(a) they include all of the items prescribed in the OWNER's form of certificate, including agreement to cancellation provisions outlined in Paragraph 5.5.1. above; and

(b) they have written approval of the OWNER. The OWNER reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "originally signed copies," and so designated.

5.5.3. Evidence of Insurance Required for the CONTRACTOR:

(1) Worker's Compensation and Employer's Liability; Commercial Comprehensive General Liability including:

(a) all premises and operations;

(b) explosion, collapse, and underground damage;

(c) CONTRACTOR's Protective;

(d) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract;

(e) Personal Injury Liability;

(f) products and completed operations;

(g) the County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

(2) Comprehensive Automobile Liability including owned, non-owned, and hired vehicles

(3) Umbrella or Excess Liability

5.5.4. Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a Policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the OWNER.

Additional Bonds and Insurance

5.6. Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may require. If such other bonds or such other insurance is specified by written instructions given prior to Opening of Bids, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in Article 11).

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

6.1. CONTRACTOR shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials, and Equipment

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

6.4. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

6.5. All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.6. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

Substitute Materials or Equipment

6.7. Whenever a material, article, or piece of equipment is identified on the drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function may be considered.

The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the OWNER, such material, article, or piece of equipment is of equal substance and function to that specified, the OWNER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

Concerning Subcontractors

6.8. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER prior to the Notice

of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person, or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective work or work not in conformance with the Contract Documents. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. CONTRACTOR shall not without the consent of OWNER make any substitution for any CONTRACTOR, other person, or organization that has been accepted by OWNER and determines that there is good cause for doing so.

Nothing contained in these Contract Documents shall create any contractual relationship between the OWNER and any Subcontractor or Sub-Subcontractor.

6.9. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the Schedule of Values.

6.10. The divisions and sections of the Specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

6.11. CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

6.12. All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Article 5 of these General Conditions and Article VII of the Argeement, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee under Paragraph 5.3.5.

Patent Fees and Royalties

6.13. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of 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 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. CONTRACTOR shall indemnify and hold harmless OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of 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, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits

6.14. CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

Laws and Regulations

6.15. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the Specifications or drawings are at variance therewith, he shall give OWNER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to OWNER, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

Taxes

6.16. CONTRACTOR shall pay all sales, consumer use, and other Federal, State and Local taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

Use of Premises

6.17. CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. CONTRACTOR shall restore the areas to their original condition.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

Record Drawings

6.19. CONTRACTOR shall keep one record copy of all Specifications, drawings, Addenda, Modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to OWNER and shall be

delivered to him for OWNER upon completion of the Project. (Note: Further provisions in respect of such record drawings may be included in the General Requirements (Division 1).)

Safety and Protection

6.20. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

(a) all employees on the work and other persons who may be affected thereby;

(b) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site;

(c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify OWNERS of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Paragraph 6.20(b) or 6.20(c) caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them 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 anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and OWNER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.13 that work is acceptable.

6.21. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

6.22. It is the CONTRACTOR’s sole responsibility to comply with the rules and regulations of the Occupational Safety and Health Act (OSHA). OWNER shall not be responsible for safety on the job.

Emergencies

6.23. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, CONTRACTOR without special instruction or authorization from OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give OWNER prompt written notice of any significant changes in the work or deviations from the

Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

Shop Drawings and Samples

6.24. After checking and verifying all field measurements, CONTRACTOR shall submit to OWNER for approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8) three copies (or at OWNER's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as OWNER may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable OWNER to review the information as required.

6.25. CONTRACTOR shall also submit to OWNER for approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

6.26. At the time of each submission, CONTRACTOR shall in writing call OWNER's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

6.27. OWNER will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by OWNER and shall return the required number of correct copies of shop drawings and resubmit new samples, until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by OWNER on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to OWNER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

6.28. Where a shop drawing or sample submission is required by the Specifications, no related work shall be commenced until the submission has been approved by OWNER. A copy of each approved shop drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to OWNER.

6.29. OWNER's approval of shop drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called OWNER's attention to such deviation at the time of submission and OWNER has given written approval to the specific deviation, nor shall any

approval by OWNER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

(Note: Further provisions in respect to shop drawings and samples may be included in the General Requirements (Division 1).)

Cleaning

6.30. CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. (Note: Further provisions in respect of cleaning may be included in the General Requirements (Division 1).)

Indemnification

6.31. CONTRACTOR shall indemnify and hold harmless OWNER and their agents, directors, officers, and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is:

(a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and

(b) caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.32. In any and all claims against OWNER or any of their agents or directors, officers, and employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.31 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 Subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

6.33. The obligations of CONTRACTOR under Paragraph 6.30 shall not extend to the liability of OWNER, his agents or directors, officers, and employees arising out of:

(a) the preparation of approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

(b) the giving of or the failure to give directions or instructions by OWNER, his agents or directors, officers and employees provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

7.2. If any part of CONTRACTOR's work depends for proper execution or results upon the work of any such other CONTRACTOR (or OWNER), CONTRACTOR shall inspect and promptly report to OWNER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3. CONTRACTOR shall do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by 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 OWNER and of the other contractors whose work will be affected.

7.4. If the performance of additional work by other contractors or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. At any given time, OWNER may issue communications to CONTRACTOR through an OWNER’s Representative hired to act on his behalf.

8.2. OWNER shall furnish the data required of him under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4 and 14.13.

8.3. OWNER's duties in respect to providing lands and easements and providing OWNERing surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of surveys and

investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by OWNER in preparing the drawings and Specifications.

8.4. OWNER's responsibilities in respect of liability and property insurance are set forth in Article 5.

8.5. In addition to his rights to request changes in the work in accordance with Article 10, OWNER (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute Change Orders.

8.6. OWNER's responsibility in respect of certain inspections, tests, and approvals is set forth in Paragraph 13.2.

8.7. In connection with OWNER's right to stop work or suspend work, see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.8. Under some conditions a CONSULTANT may be contracted by OWNER to serve as OWNER's representative during the construction period.

ARTICLE 9 - OWNER'S STATUS DURING CONSTRUCTION

OWNER's Representative

9.1. The duties and responsibilities and the limitations of authority of OWNER's representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of OWNER.

Visits to Site

9.2. OWNER may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep OWNER informed of the progress of the work and will endeavor to guard OWNER against defects and deficiencies in the work of CONTRACTORS.

Clarifications and Interpretations

9.3. OWNER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefor as provided in Article 11.

Rejecting Defective Work

9.4. OWNER will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of the inspection, test, or approval referred to in Paragraph 13.2 or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the work as provided in Paragraph 13.7, whether or not the work is fabricated, installed, or completed.

Shop Drawings, Change Orders, and Payments

9.5. In connection with OWNER's responsibility for shop drawings and samples, see Paragraphs 6.23 through 6.28 inclusive.

9.6. In connection with OWNER's responsibility for Change Orders, see Articles 10, 11, and 12.

9.7. In connection with OWNER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Resident Project Representatives

9.8. If the OWNER authorizes the OWNER, the OWNER shall provide one or more full-time resident project representatives to assist the OWNER in carrying out his responsibilities at the site. The duties, responsibilities, and limitation of authority of any such resident project representative shall be to endeavor to further protect the OWNER against defects and deficiencies in the work. But the furnishing of such resident project representatives shall not make the OWNER responsible for construction means, methods, techniques, sequences, or procedures or for any safety precautions or programs in connection with the work.

Decisions on Disagreements

9.9. OWNER will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both OWNER and CONTRACTOR. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred to OWNER for decision, which he will render in writing within a reasonable time.

Limitations on OWNER's Responsibilities

9.10. Neither OWNER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of OWNER to CONTRACTOR, any Subcontractor, any materialman, fabricator, supplier, or any of their agents or employees or any other person performing any of the work.

9.11. OWNER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

9.12. OWNER will not be responsible for the acts or omissions of CONTRACTOR or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that any minor change or alteration authorized by OWNER entitles him to an increase in the Contract Price, he may make a claim therefor as provided in Article 11.

10.3. Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency and as provided in Paragraphs 10.2 and 13.7.

10.4. OWNER shall execute appropriate Change Orders covering changes in the work to be performed as provided in Paragraph 4.3, and work performed in an emergency as provided in Paragraph 6.23 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is then approved by OWNER.

10.5. It is CONTRACTOR's responsibility to notify his Surety of any changes affecting the general Scope of Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless OWNER allows an additional period of time to ascertain accurate cost data. Any claims, not delivered to OWNER within forty-five days or within any additional period allowed by OWNER in writing, shall be forfeited by the CONTRACTOR and shall not be honored by the OWNER. All claims for adjustments in the Contract Price shall be determined OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

(a) where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

(b) by mutual acceptance of a lump sum;

(c) on the basis of the Cost of the Work (determined as provided in Paragraph 11.4.).

Cost of the Work

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the work. Except as may be otherwise 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 11.5.

11.4.1. 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: 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, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' 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 all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for work performed by Subcontractors: If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, landscape architects, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.

11.4.5. Supplemental costs including the following:

(a) The proportion of necessary transportation, traveling 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 workmen, 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) Sales, use or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority;

(d) Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses;

(e) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of and to the work, provided they 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. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in Paragraph 11.6.2;

(f) The cost of utilities, fuel and sanitary facilities at the site;

(g) 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;

(h) Cost of premiums for bonds and insurance which OWNER is required to pay.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, landscape architects, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in Subparagraph 11.4.1. -- all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5(h).).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

11.5.7. Temporary shut down of work due to unknown existing condition. CONTRACTOR shall not charge OWNER for equipment of labor for idled operations due to unforseen condition at the work site.

CONTRACTOR's Fee

11.6. The CONTRACTOR's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

11.6.1. A fixed mutually acceptable. If no mutually acceptable fixed fee can be agreed upon, then,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

(a) for costs incurred under Paragraphs 11.4.1. and 11.4.2.; the CONTRACTOR's Fee shall be ten (10) percent;

(b) for costs incurred under Paragraph 11.4.3., the CONTRACTOR's Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent; and

(c) no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4., 11.4.5., and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8. Whenever the cost of any work is to be determined pursuant to Paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by OWNER an itemized cost breakdown together with supporting data.

Cash Allowances

11.9. 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 done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as OWNER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by OWNER. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate CONTRACTOR employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

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

Warranty and Guarantee

13.1. CONTRACTOR warrants and guarantees to OWNER that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests, or approvals referred to in Paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests, or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

Tests and Inspections

13.2. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish OWNER the required certificates of inspection, testing, or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by CONTRACTOR unless otherwise specified.

13.3. CONTRACTOR shall give OWNER timely notice of readiness of the work for all inspections, tests, or approvals. If any such work required so to be inspected, tested, or approved is covered without written approval of OWNER, it must, if requested by OWNER, be uncovered for observation, and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given OWNER timely notice of his intention to cover such work and OWNER has not acted with reasonable promptness in response to such notice.

13.4. Neither observations by OWNER, nor inspections, tests, or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the work in accordance with the requirements of the Contract Documents.

Access to Work

13.5 OWNER and his representatives and other representatives of OWNER will at reasonable times have access to the work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

Uncovering Work

13.6. If any work is covered contrary to the written request of OWNER, it must, if requested by OWNER, be uncovered for his observation and replaced at CONTRACTOR's expense.

13.7. If any work has been covered which OWNER has not specifically requested to observe prior to its being covered, or if OWNER considered it necessary or advisable that covered work be inspected or tested by others, CONTRACTOR at OWNER's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as OWNER may require, that portion of the work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work

13.8. If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials, or equipment, 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 or any other party.

Correction or Removal of Defective Work

13.9. If required by OWNER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by OWNER, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from OWNER, OWNER may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

One-Year Correction Period

13.10. If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and

indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work

13.11. If, instead of requiring correction or removal and replacement of defective work, OWNER (and, prior to approval and final payment) prefers to accept it, they may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

Neglected Work by CONTRACTOR

13.12. If CONTRACTOR should fail to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven days written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if OWNER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

ARTICLE 14 - PAYMENTS AND COMPLETION

Schedules

14.1. At least ten days prior to submitting the first application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of shop drawing submissions and a schedule of values of the work. These schedules shall be satisfactory in form and substance to OWNER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by OWNER, it shall be incorporated into the form of Application for Payment furnished by OWNER.

Application for Progress Payment

14.2. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to OWNER 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 data and schedules as OWNER may reasonably require. If payment is requested on the basis of material 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 such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect his interest therein, including

applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. Except where greater retention is necessary pursuant to definite circumstances specifically provided for in the construction contract, the following schedule of retained amounts from progress payments shall be followed:

(a) Not more than 10% of the dollar value of all work in place until work is 50% in place.

(b) After the work is 50% in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, the OWNER may retain not more than 10% of the dollar value of work more than 50% in place.

(c) The retained funds shall not exceed the pro rata share of the OWNER's matching requirement under the construction contract and shall not be co-mingled with other funds of the OWNER and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the OWNER which shall account for both retainage and interest on each construction contract separately. An OWNER is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the OWNER.

(d) Except as provided in 14.2.6 and 14.2.7, retainage and interest earned on retainage shall be released to the CONTRACTOR together with the final progress payment.

(e) At any time after 94% of work under the Contract is in place and at the request of the original CONTRACTOR, the OWNER shall release the retainage plus interest to the original CONTRACTOR only if the original CONTRACTOR provides to the OWNER an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the CONTRACTOR and the OWNER.

14.2.1. If a dispute regarding a matter described in 14.2.2. arises, the CONTRACTOR and the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract, as follows:

(a) in an agreement reached within 10 days after a dispute arises;

(b) if an agreement cannot be reached within 10 days after a dispute arises, the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract and who is not an employee of the OWNER.

14.2.2. The OWNER may request dispute resolution by the agent regarding the following:

(a) at any time during the term of the Contract, to determine whether there has been a delay for reasons that were within the control of the CONTRACTOR, and the period of

time that delay has been caused, continued, or aggravated by actions of the CONTRACTOR.

(b) at any time after 94% of work under the Contract is in place, whether there has been an unacceptable delay by the CONTRACTOR in performance of the remaining 6% of work under the Contract. The agent shall consider the terms of the Contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

14.2.3. This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

14.2.4. The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.

14.2.5. The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means.

14.2.6. If the dispute resolution results in a decision:

(a) that there has been a delay as described in 14.2.2.(a), all interest earned on retained funds during the period of delay shall become the property of the OWNER;

(b) that there has been unacceptable delay as described in 14.2.2.(b), the OWNER may contract with a subsequent contractor to complete the remaining 6% of the work under the Contract, and interest earned on retained funds shall become the property of the OWNER. A subsequent contractor under this subdivision shall be paid by the OWNER from the following sources until each source is depleted, in the order listed below:

(1) the dollar value of the original Contract, less the dollar value of funds already paid to the original CONTRACTOR and the dollar value of work in place for which the original CONTRACTOR has not received payment;

(2) Retainage from the original CONTRACTOR, or funds made available under a letter of credit provided under 14.1.(e);

(3) interest earned on retainage from the original CONTRACTOR, of funds made available under a letter of credit provided under 14.1.(e).

14.2.7. If the OWNER contracts with a subsequent CONTRACTOR as provided in 14.2.6.(b), the final progress payment shall be payable to the original CONTRACTOR within the time period specified in 14.4.1. The amount of the final progress payment to the original

CONTRACTOR shall not include interest earned on retained funds. The OWNER may deduct from the final progress payment all expenses of contracting with the subsequent CONTRACTOR. This act shall not impair the right of the OWNER to bring an action or to otherwise enforce a performance bond to complete work under a construction Contract.

CONTRACTOR's Warranty of Title

14.3. CONTRACTOR warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Approval of Payments

14.4. OWNER will, within ten days after receipt of each Application for Payment, either indicate in writing his approval of payment, or return the application to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, after presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by OWNER as provided under 14.4.1.

14.4.1. Each progress payment requested, including reasonable interest if requested under 14.4.2. shall be paid within thirty (30) days after receipt by the OWNER of the Application for Payment.

14.4.2. Upon failure of the OWNER to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

14.5. Approval of any payment requested in an Application for Payment will constitute a representation by OWNER, or OWNER's Representative based on on-site observations of the work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment OWNER will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction, or that he has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price, or that title to any work, materials, or equipment has passed to OWNER free and clear of any liens.

14.6. Approval of final payment will constitute an additional representation by OWNER that the conditions precedents to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

14.7. OWNER may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representation. He may also refuse to approve any such payment, or, because of subsequently discovered evidence of the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:

(a) The work is defective, or completed work has been damaged requiring correction or replacement;

(b) Claims or liens have been filed or there is reasonable cause to believe such may be filed;

(c) The Contract Price has been reduced because of Modifications;

(d) OWNER has been required to correct defective work or complete the work in accordance with Paragraph 13.11; or

(e) Of unsatisfactory prosecution of the work, including failure to furnish acceptable submittals or to clean up.

Substantial Completion

14.8. Prior to final payment, CONTRACTOR may, in writing to OWNER, certify that the entire Project is substantially complete and request that OWNER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and OWNER shall make an inspection of the Project to determine the status of completion. If OWNER does not consider the Project substantially complete, he will notify CONTRACTOR in writing giving his reasons therefor. If OWNER considers the Project substantially complete, he will prepare and deliver a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat, and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization

14.10. Prior to final payment, OWNER may request CONTRACTOR in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he will certify to OWNER that said part of the Project is substantially complete and request OWNER to issue a Certificate of Substantial Completion for that part of the Project which is substantially complete. Within a reasonable time thereafter CONTRACTOR and OWNER shall make an inspection of that Part of the Project to determine its status of completion. If OWNER does not consider that it is substantially complete, he will notify CONTRACTOR in writing giving his reasons therefor. If OWNER considers that part of the Project to be substantially complete, he will execute and

deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which OWNER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Final Inspection

14.11. Upon written notice from CONTRACTOR that the Project is complete, OWNER will make a final inspection with 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 remedy such deficiencies.

Final Application for Payment

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of OWNER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents -- all as required by the Contract Documents -- he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as OWNER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of the Contract Documents and the labor and services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material, and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which OWNER or his property might in anyway be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, materialman, fabricator, or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify him against any lien.

Approval of Final Payment

14.13. If, on the basis of his observation and review of the work during construction, his final inspection and his review of the final Application for Payment -- all as required by the Contract Documents -- OWNER is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, indicate in writing his approval of payment. Thereupon OWNER will give written notice to CONTRACTOR that the work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he will return the application to CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application. OWNER shall within ten days of presentation to him of an approved final Application for Payment, pay CONTRACTOR the amount approved by OWNER.

14.14. If after Substantial Completion of the work, final completion thereof is materially delayed through no fault of CONTRACTOR, OWNER shall without terminating the Agreement make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance 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 5.1, 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 the CONTRACTOR to the OWNER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation

14.15.CONTRACTOR's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by OWNER, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of work not in accordance with the Contract Documents.

Waiver of Claims

14.16. The making and acceptance of final payment shall constitute:

(a) A waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled liens, from defective work appearing after final inspection pursuant to Paragraph 14.11, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and

(b) A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work

15.1. OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed. CONTRACTOR shall resume the work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

OWNER May Terminate

15.2. If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for

any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of OWNER, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven days' written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the work by whatever method he may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined and incorporated in a Change Order.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, said terminations shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR, OWNER may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

CONTRACTOR May Stop Work or Terminate

15.5. If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or OWNER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved within thirty days of its approval and presentation, then CONTRACTOR may, upon seven days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if OWNER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' notice to OWNER and OWNER stop the work until he has been paid all amounts then due.

ARTICLE 16 - OFFICE SPACE (When Applicable)

16.1. The CONTRACTOR shall establish and maintain, at his own expense, office headquarters at the site of the Project. Telephone and fax service shall be provided. At the office headquarters shall be kept a complete set of the Contract Documents and shop drawings.

16.2. The CONTRACTOR shall arrange office space for the OWNER in a separate building or in a room completely partitioned off from the CONTRACTOR's office, if in the same building.

The CONTRACTOR shall provide adequate heating and lighting telephone and fax service within the OWNER's office.

ARTICLE 17 - MISCELLANEOUS

Giving Notice

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

Computation of Time

17.2. When any period of time is referred to in the Contract Documents by days, it shall 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 shall be omitted from the computation.

General

17.3. All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to OWNER thereunder, shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or by other Provisions of the Contract Documents.

17.5. Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission, or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6. The Contract Documents shall be governed by the law of the place of the Project.

END OF SECTION

PART II

DETAILED SPECIFICATIONS

1.00 GENERAL

1.01 DESCRIPTION OF WORK

Work under this Contract includes demolition of existing boardwalk, construction of boardwalk on grade beams and deck on pilings, and site seeding/restoration.

1.02 CONTRACTOR QUALIFICATIONS

A. The CONTRACTOR and his subcontractors shall have a minimum of five (5) consecutive years of experience in projects related to the work of these Specifications and at least three (3) successful projects of this type.

B. Submit qualifications with the bid on forms provided in this document.

1.03 EXISTING FACILITIES ACCESS

A. The CONTRACTOR shall be responsible for maintaining access to the existing park area via existing or alternative trails as shown on the Drawings. Alternative trail routes shall be agreed upon by OWNER before implementation.

B. Access to existing facilities shall not be temporarily disrupted without coordination and prior written approval of the OWNER.

1.04 CONSTRUCTION WATER

A. Water for construction is not available from the OWNER or site and must be provided by the CONTRACTOR, if necessary.

1.05 CONSTRUCTION POWER

A. Electrical power to be used during construction is not available from the OWNER or site and must be provided by the CONTRACTOR, if necessary.

1.06 NOTIFICATION OF UTILITIES

A. The CONTRACTOR shall notify all utilities prior to any excavation. The CONTRACTOR shall contact "MISS-DIG" not less than 72 hours before starting construction for assistance in locating utilities or for any work to be done on utilities. The toll free phone number is 800-482-7171 or 811.

B. The CONTRACTOR shall take all necessary measures to field verify all utilities in general proximity to the project work.

1.07 WORK SCHEDULE

A. Prior to commencing the work, the CONTRACTOR shall provide to the OWNER a detailed schedule of the proposed work. The schedule shall include a list of tasks required to complete the work; their relevancy to each other; expected duration; and completion dates. The schedule shall include contingency for optional work items.

B. Submit revised progress schedules at monthly held progress meeting.

1.08 CONSTRUCTION SEQUENCE

A. Any temporary barricades, equipment, pathway routes, signs, and/or other work necessary to accomplish the proposed work shall be the responsibility and at the expense of the CONTRACTOR.

B. The CONTRACTOR shall coordinate and schedule his work regularly with the OWNER.

1.09 PROJECT PROGRESS MEETING

A. It shall be the responsibility of the CONTRACTOR to have a representative present at each progress meeting. The meetings shall be held at least once every two weeks or as directed by the OWNER.

1.10 PEDSTRIAN TRAFFIC AND SITE USE BY PUBLIC

A. The availability and use of Parker Mill County Park is important to park patrons, parks maintenance staff, and the general public, the CONTRACTOR shall not close pathways at any time without written permission from OWNER. Pedestrian traffic shall always be maintained by use of temporary fencing and/or safe alternative pathway routes approved by OWNER.

B. The CONTRACTOR shall provide as many signs and barricades as required by the OWNER to protect and safely maintain pedestrian traffic flow through the construction area at all times. The CONTRACTOR shall add any additional devices required by the OWNER to provide a smooth and safe flow of traffic.

C. The construction influence zone shall be properly signed warning park patrons of potential hazards of the construction work.

D. All possible precautions shall be taken to protect the workmen from injury at no extra cost to the OWNER.

E. Access to fire hydrants and water valves shall always be maintained. The CONTRACTOR's truck and equipment operations within the park shall be governed by the OWNER and State of Michigan regulations.

1.11 CONSTRUCTION PERMITS

A. The CONTRACTOR will be required to follow the requirements established by all permits necessary for the construction of this project. The following is a list of all permits that must be adhered to during construction of this project.

1. Washtenaw County Soil Erosion Permit Waiver.
2. Michigan Department of Environmental Quality Wetland and Floodplain Permit

B. The CONTRACTOR will be required to obtain the permit waiver, pay all associated fees, and adhere to all requirements of the permit waiver. The CONTRACTOR must submit a copy of the issued permit waiver to the OWNER prior to construction.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

Not Applicable

END OF SECTION

PART 1 GENERAL

1.01 DESCRIPTION

A. The CONTRACTOR shall provide all labor, materials, tools and equipment necessary for the preparation and completion of the project.

B. The availability and use of Parker Mill County Park is important to park patrons, maintenance staff, and the general public. The CONTRACTOR shall not close any facility at any time without written permission of OWNER. If a facility is partially closed, the CONTRACTOR is responsible for providing safe alternative routes for vehicular or pedestrian traffic that is continuously maintained during all construction work once OWNER approves method.

C. The CONTRACTOR shall conduct his operations in a manner as to minimize disturbance of existing facilities.

1.02 REMOVAL OF TREES AND SHRUBS

A. Trees and shrubs are not to be removed unless required by the Plans and/or with the express permission of the OWNER. Where trees are to be removed or are permitted to be removed by the OWNER, the CONTRACTOR shall remove such trees and stumps to a depth of at least two feet below the proposed finish grade. All stumps, roots, logs, branches, brush, and debris shall be removed from the site and lawfully disposed of by the CONTRACTOR.

1.03 WORK AREA AND STORAGE OF MATERIALS

A. The working area shall be organized in an orderly manner with storage and tool sheds, sanitary facility, parking areas for employees, and all other necessary facilities maintained by the CONTRACTOR. The CONTRACTOR shall keep the site access reasonably clean and dust free.

B. All materials, supplies and equipment, whether furnished by the CONTRACTOR or by the OWNER, shall be delivered, stored and handled as to prevent overall damage including impacts of foreign materials and/or damage by water, freezing, breakage or other causes. The OWNER may require the CONTRACTOR to provide an enclosed storage shed for the storage of materials, supplies and equipment. Packaged materials shall be delivered in the original unopened containers and shall be properly stored until ready for use. All materials which have been stored shall meet the requirements of the Specifications at the time they are used in the project.

1.04 EXISTING PUBLIC UTILITIES

A. The CONTRACTOR shall conduct his operations so as not to damage any existing utility whether shown in the Plans or not. The CONTRACTOR shall correct, at his own expense, any injury caused during the operations of his subcontractors or suppliers.

C. If the CONTRACTOR desires, or is required by the utility companies, to relocate or protect any power or telephone poles to facilitate his work, any expense encountered from such relocation shall be borne by the CONTRACTOR.

1.05 NOTIFICATION TO UTILITIES

A. Prior to the start of any operations in the vicinity of any utilities, the CONTRACTOR shall notify the utility companies or MISS-DIG at 800-482-7171 or 811 and request that they stake out the locations of the utilities in question.

1.06 SANITARY REQUIREMENTS

A. The CONTRACTOR shall provide adequate sanitary facilities for all persons employed on the project. The sanitary facilities shall conform in every way to the requirements of the "General Safety Rules and Regulations for the Construction Industry".

1.09 WINTER CONSTRUCTION

A. The OWNER shall have permissive authority over the work which is proposed to be done during the winter months. The CONTRACTOR shall provide adequate weather protection, temporary heating and take any other measures which are necessary to insure that the work performed during the winter months is properly installed and protected against damage from freezing or other weather conditions that would affect the work.

PART 2 <u>PRODUCTS</u>

Not Applicable

PART 3 <u>EXECUTION</u>

Not Applicable

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements, all as described in this Section.

B. Related Work:
   1. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.

C. Work Not Included:
   1. Submittals not required will not be reviewed by the Landscape Architect.
   2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Landscape Architect unless specifically called for within the Contract Documents.

1.02 SUBMITTALS

A. Make submittals of Product Data, Shop Drawings, Samples, Substitution Requests, and other items in accordance with the provisions of this Section.

1.03 QUALITY ASSURANCE

A. Coordination of Submittals:
   1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
   2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
   3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

PART 2 PRODUCTS

2.01 SHOP DRAWINGS

A. Scale and Measurements: Make Shop Drawings accurately to a scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

B. Types of Prints Required: Submit Shop Drawings in the form of one reproducible copy of each sheet plus three prints of each sheet.

C. Review comments of the Landscape Architect will be shown on the reproducible when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

2.02 PRODUCT DATA

A. Where product data is required include manufacturer's product description and specifications indicating the following:
   1. Product Name
   2. Manufacturer
   3. Technical Specification Data
   4. Sizes, Finishes and Colors Available
   5. Basic Uses
   6. Limitations
   7. Composition
   8. Applicable Standards
   9. Installation Instructions
   10. Warranties

B. Where contents of submitted data from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

C. Submit the number of copies that are required to be returned, plus two copies that will be retained by the Landscape Architect.

2.03 SAMPLES

A. Provide sample or samples identical to the precise article proposed to be provided. Identify as described under "Identification of Submittals" below.

B. Number of Samples Required:
   1. Unless otherwise specified, submit samples in the quantity that is required to be returned, plus two that will be retained by the Landscape Architect.
   2. By prearrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Landscape Architect.

C. Colors and Patterns: As called for in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Landscape Architect for selection.

PART 3 EXECUTION

3.01 IDENTIFICATION OF SUBMITTALS

A. Consecutively number all submittals:
   1. When material is resubmitted for any reason, transmit under new letter of transmittal and with a new transmittal number.
   2. On re-submittals, cite the original submittal number for reference.

B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.

D. Submittal Log:
   1. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times.
   2. Make the submittal log available to the Landscape Architect for review upon request.

E. Submittals: Deliver all submittals to the Landscape Architect.

3.02 GROUPING OF SUBMITTALS

A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
   1. Partial submittals may be rejected as not complying with the provisions of the Contract.
   2. The Contractor may be held liable for delays so occasioned.

3.03 TIMING OF SUBMITTALS

A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.

B. In scheduling, allow at least ten working days for review by the Landscape Architect following the receipt of the submittal.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Demolition
2. Clearing and grubbing.
3. Protection of existing elements to remain.
4. Trash and debris removal.
5. Soil erosion control.

B. Related Sections:
1. Section 02800 Timber Structures and Timber Work

1.02 JOB CONDITIONS

A. General:
1. Prior to submitting bids, visit the site and review the existing conditions.
2. Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks and occupied facilities.

B. Safety: Ensure safe passage of persons around area of demolition/work. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

C. Repairs: Promptly repair damages caused to adjacent facilities by demolition/work operations.

D. Service Interruptions: Do not interrupt existing utilities serving occupied facilities, except when authorized by Owner. Provide temporary services, acceptable to Owner, during interruptions to existing facilities.

1.03 DEFINITIONS

A. Acceptance: Wherever the terms "acceptance" or "accepted" are used herein, they mean acceptance of the Landscape Architect in writing.

PART 2 PRODUCTS

2.01 SILT FENCE

A. Material: Beltech 751, pre-fabricated silt fence or approved substitute.

B. Supplier: ADS, Owosso, Michigan; (800) 237-7659.

PART 3 EXECUTION

3.01 DEMOLITION

A. General:
1. Perform work during hours approved by the Owner.
2. Meet requirements of applicable laws, codes, and regulations for removal, safety of adjacent property, dust control, run off control, erosion control and disposal.
3. Notify the Owner immediately if hazardous or contaminated materials are discovered.

B. Verification of Conditions:
1. Prior to the start of removal work, visit the site with Owner and the Landscape Architect to clarify and verify the extent of removal work to be performed.
2. Carefully identify limits of selective demolition.
3. Mark interface surfaces as required to enable workmen to identify items to be removed and items to be left in place intact.

C. Conditions to Remain:
1. Protect from damage all adjoining property and adjacent areas not scheduled for construction.
2. Provide bracing and shoring of adjacent structures to remain if necessary to prevent movement or structural failure.
3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to the start of work.

3.02 CLEARING AND GRUBBING

A. Removal:
1. Contractor shall remove plant materials that conflict with new construction, as indicated in the drawings.
2. Use only hand methods for grubbing inside the drip line of trees indicated to be left standing.
4. Removal of trees, shrubs, and other plant material shall include branches, trunks, stumps, and root systems to 24" below new grade. Within areas scheduled for walks, structures or other improvements affected by settlement, woody material shall be completely removed.

B. Backfilling:
1. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

C. Disposal: All woody material shall be disposed of off-site.

3.03 PROTECTION

A. Tree Protection:
   1. Existing trees, shrubs, and plant material to remain shall be protected as detailed on the plans. Installation of tree protection shall not damage bark or root structure of tree.
   2. Do not remove branches from existing trees to remain without approval from the Landscape Architect.
   3. Do not use trees which are to remain for any purpose such as crane stays, guy anchors, etc.
   4. Storage of materials, parking vehicles or stockpiling inside the drip line of trees to remain shall not be permitted.
   5. Damage to any trees shall be repaired by qualified nurserymen or replaced with approved equal materials.
   6. The Contractor shall be held liable for the destruction of existing trees scheduled to remain. Said existing trees six inch (6") dbh or smaller shall be replaced with nursery grown balled and burlapped stock of the same size and species. Should destruction occur with trees larger than six inch (6") dbh occur, the Contractor shall reimburse the Owner the amount stipulated in the latest edition of the Michigan Shade Tree Evaluation Chart published by the Michigan Forestry and Park Association for the particular species involved. The percentage of full value for the tree based on its condition and location shall be determined by the Owner or Landscape Architect.
   7. Owner shall be justly compensated for any damage to existing trees, whether repairable or not, at the rate of $50.00 per inch of cross-section diameter 12" above grade (ex: 10" dia x $50 = $500).

B. Survey Markers:
   1. Protect survey markers from damage.
   2. Replace or repair immediately any survey markers destroyed or dislocated.

3.04 REMOVAL OF DEBRIS

A. General: Rubbish or debris shall be removed from the site daily and legally disposed. No large quantities will be allowed to accumulate.

B. Burning: No burning of rubbish or debris will be permitted.

3.05 SOIL EROSION AND SEDIMENTATION CONTROL

A. General Requirements:
   1. Public Act 346, the Soil Erosion and Sedimentation Control Act of 1972, must be followed. Should the local regulatory agency determine that the construction operation is in violation of the Soil Erosion Act, the Contractor shall take immediate action to remedy the situation.
   2. Responsibility to render the site erosion free rests with the Contractor. Approval by the Owner of any method to accomplish this does not relieve the Contractor of full responsibility.
   3. Delays due to shut down from non-compliance with the Soil Erosion Act are the responsibility and at the expense of the Contractor.

B. Operations:
   1. Prior to construction, silt fence shall be installed as indicated on the plans.
   2. Operations shall be conducted in such a manner as to reduce and contain erosion. The amount of time land is exposed to the elements by construction operations shall be the minimum.
   3. Temporary sediment traps, diversion ditches, etc., shall be constructed at locations indicated on plan in a timely fashion so as to minimize sedimentation of water courses.

3.06 INSPECTION AND TESTING

A. Notification: Notify Landscape Architect upon completion of site preparation to enable inspection by the Testing Agency (if deemed necessary).

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Rough and Finish Carpentry

1.02 DESCRIPTION OF THE WORK

A. The work under this section consists of furnishing all labor, materials and equipment required to completely execute the wood and timber construction work for this project in place, complete.

B. The extent of the work is as shown on the drawings.

1.03 DEFINITIONS

A. Acceptance: Wherever the terms "acceptance" or "accepted" are used herein, they mean acceptance of Landscape Architect in writing.

1.04 SUBMITTALS

A. General: Meet requirements of Section 01340.

B. Shop Drawings: Submit shop drawings of custom fabricated items for review and acceptance at least 15 days prior to commencement of fabrication.

1.05 QUALITY ASSURANCE

A. Contractor Qualifications: Workmanship shall be best standard practice of trades and shall be performed by workmen skilled in type of work required.

B. Regulatory Requirements: Perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work.

PART 2 PRODUCTS

2.01 MATERIALS

A. Rough Lumber: All posts, beams, stringers, and joists shall be No. 2 grade or better, pressure treated pine, spruce, or fir, unless otherwise specified on the drawings. At the Contractor's option and expense, dressed lumber may be used.

The following stresses apply:
1. Joists and Beams
   a. Bending Fb = 1450 psi (rep)
   b. Bending Fb = 1250 psi (single)

c. Shear Fv = 95 psi
d. Compression Fc = 625 psi (perpendicular to grain)
e. E = 1,700,000 psi

2. Posts
a. Bending Fb = 700 psi (rep)
b. Shear Fb = 80 psi
c. Compression Fc = 475 psi (perpendicular to grain)
d. E = 1,300,000 psi

B. Dressed Lumber: Decking, handrails, and seat planking shall be No. 1 grade or better, pressure treated pine, spruce, or fir, unless otherwise specified on the drawings.

C. Hardware:
1. Bolts shall be cadmium plated of size indicated on the drawings complete with nuts and washers. Cadmium plating shall be in accordance with ASTM A165. Bolts shall be of such length that the bolt threads do not protrude further than ¼" beyond the nut after tightening. Contractor shall notify the Landscape Architect prior to assembly if the length of bolt detailed on the drawings is excessive in this regard.
2. Nails and spikes shall be as listed on the drawings or as appropriate for the work. Nails for decking shall be spiral ardox. All nails and spikes shall be hot dipped galvanized in accordance with ASTM A153.
3. Miscellaneous hardware and other fabricated items used in wood-to-wood connections shall be hot dipped galvanized after fabrication in accordance with ASTM A123, minimum 2 oz. per square foot.

2.02 GRADING REQUIREMENTS

A. Each piece of lumber or plywood delivered to job site shall be properly grade stamped as per the following organizations:
1. Dimensional Lumber - Western Wood Products Association, Southern Pine Inspection Bureau

2.03 PRESSURE TREATMENT REQUIREMENTS

A. Ground Contact: All wood located on or below grade shall be treated with a ACQ (Alkaline Copper Quat) preservative that meets AWPA Standard P5 and C2. Wolmanized "Natural Select" wood treated with Wolman E preservative is also acceptable. The retention of the preservative shall be a minimum of 0.40 pounds per cubic foot of wood, pressure treated in accordance with AWPA Standard C1. All wood used on job site shall bear brand name of manufacturer indicating pressure treatment.

B. Above Ground: Wood installed above grade shall be treated as above but with a minimum preservative retention of 0.25 pounds per cubic foot of wood. Minimum preservative retention for Wolmanized "Natural Select" wood treated with Wolman E preservative shall be 0.204 pounds per cubic foot of wood.

C. Drying: All non-structural dimensional lumber shall be kiln dried AFTER treatment (KDAT) to 15-19% moisture content.

D. Field Cuts: Treat all field cuts, bolt holes, and machined areas with two (2) coats of the manufacturers preservative or approved brush-on preservative.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Examine site and verify that conditions are suitable to receive work and that no defects or errors are present which would cause defective installation of products or cause latent defects in workmanship and function.

B. Unsuitable conditions: Before proceeding with work, notify Landscape Architect in writing of all unsuitable conditions.

3.02 PREPARATION

A. Protection:
   1. General: Use every possible precaution to prevent damage to existing conditions to remain such as structures, utilities, irrigation systems, plant materials and paving on or adjacent to the site of the work.
   2. Barriers: Provide barricades, fences or other barriers as necessary to protect existing conditions to remain from damage during construction.
   3. Operations: Do not store materials or equipment, permit burning, or operate or park equipment under the branches of existing plants to remain.
   4. Notification of Damages: Submit written notification of all conditions damaged during construction to the Landscape Architect immediately.

3.03 INSTALLATION

A. Rough and Finish Carpentry and Framing: All wood shall conform to design and details as shown on the drawings with tight joints formed to conceal shrinkage.
   1. Complete all rough carpentry and framing in most substantial manner, all as detailed, required, and directed. All shall be well spiked, nailed, screwed and/or bolted together.
   2. Provide all hardware and accessories required to properly execute the carpentry work for this project, including, but not limited to: nails, spikes, screws, lag screws, bolts, nuts, washers, and similar items, whether specifically mentioned herein or not.
   3. All accessible bolted connections shall be made with vandal resistant bolts or shall have the nuts set with a punch, cold chisel, epoxy, or other means.
   4. Edges of all lumber used for handrails and the like shall be eased.

3.04 FIELD QUALITY CONTROL

Field Observation: Coordinate and schedule with Landscape Architect.

PART 4 MEASUREMENT AND PAYMENT

4.01 Pay Items: All items or types of work specified in this section will be measured and paid for in the units stipulated in the proposal.

4.02 Inclusions: The unit price for this item shall include all labor, material and equipment costs associated with the supply and installation of all work as specified in this Detailed Specification. Any work described in this section that is not explicitly called out in the Proposal will be considered to be included as part of the cost items that are stipulated in the proposal.

END OF SECTION

PART III

CONSTRUCTION DRAWINGS

PART IV

PERMITS