

REQUEST FOR PROPOSAL

6482

ROLLING HILLS ACCESSIBILITY ENHANCEMENTS

FOR

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION

Prepared by:
Washtenaw County Purchasing
Administration Building
P.O. Box 8645, 220 N. Main B-35
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.
Purchasing Manager
Phone: (734) 222-6760



In cooperation with:
Washtenaw County Parks and Recreation
Commission
Park Planning Division

Architect:
OHM-Advisors
34000 Plymouth Rd.
Livonia, MI 48150
734.522.6711



Landscape Architect:
Beckett & Raeder
535 W. William Suite 101
Ann Arbor, MI 48103
734.663.2622

Structural Engineer:
SDI
734.213.6091

www.strudesign.com



WASHTENAW COUNTY
FINANCE DEPARTMENT
Purchasing Division

P.O. Box 8645, 220 N. Main,
Ann Arbor, MI 48107-8645
Phone (734) 222-6760
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REQUEST FOR PROPOSAL # 6482

August 27, 2009

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission will be receiving sealed bids for construction of Rolling Hills Accessibility Enhancements.

Sealed Proposals: Contractor will deliver a total of four (4) copies, consisting of one original and three (3) photocopies (one copy unbound and suitable for photocopying), to the following address:

**Washtenaw County Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645 Ann Arbor, MI 48107**

By 2:00 p.m. on Friday, September 25, 2009

The public bid opening will be held in the Purchasing Department conference Room, B-19 of the Administration Building. Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

A mandatory pre-bid site meeting will be held at **2:00 pm, Tuesday, September 8, 2009** at the Park Headquarters 7660 Stony Creek Rd., Ypsilanti Twp. (Adjacent to Project site work).

Bid envelopes and shipping packages should be clearly marked "**SEALED RFP # 6482**"

Project Work Includes:

Bidders shall be aware that the Owner will engage a separate contractor for the Playground Access portion of the plans. Bidders shall include in their bids the work shown on the plans for demolition and soil erosion control measures in the Playground Access area of the project. All proposed work in that area, as indicated on the Layout/Materials, Grading and Restoration Plans, will be accomplished by others immediately following placement of erosion control measures and demolition activities. Bidders shall plan to coordinate fully with the other contractor during the course of work in this contract.

Work to be executed includes the installation of miscellaneous accessibility improvements to existing fishing dock/pier, tree house, pit toilet renovation, associated selective demolition,

concrete flatwork, landscaping, soil erosion control measures, and various related site work as indicated on plans and specifications. Work associated with the Pit Toilet Renovation is per Add Alternate #1.

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 five (5) successful projects of this scope.

Construction documents will be available via electronic files on CDs obtained from the County Purchasing Department and viewed online at the County Purchasing Department's website as noted below.

Examination of plans and specifications may be made at the Administrative Offices of Washtenaw County Parks and Recreation Commission 2230 Platt Rd., Ann Arbor, MI; McGraw Hill/Repromax, Livonia, MI; Reed Construction Data, Norcross, GA; Construction Association of Michigan, Bloomfield Hills, MI; Washtenaw County Contractors Plan Room, Ann Arbor, MI; and the Washtenaw County Purchasing Division, Administration Building, Ann Arbor, MI. Project plans and specifications may also be viewed online at the County Purchasing Department website <http://purchasing.ewashtenaw.org>.

Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at 734-222-6768 or devaultb@ewashtenaw.org.

Please direct technical project questions regarding this RFP to Michael Belt, RA, AIA, of Orchard, Hiltz & McCliment, at 734-466-4439 or michael.belt@ohm-advisors.com.

A certified check 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 and satisfactory Performance and Labor and Materials Payment Bond in the amount of 100% of the contract price.

Proposal Terms:

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 modifications 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 specifications and needs.

The County reserves the right to reject any or 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 interests of the County even though not the lowest bid.

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

In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered **a total of four (4) copies, consisting of one (1) original and three (3) photocopies (one copy unbound and suitable for photocopying)**, must be at the County on or before the date specified.

Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or printed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

A standard Washtenaw County Service Contract will be executed between Washtenaw County and the awarded vendor.

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 Contractor as a Washtenaw County vendor. The County shall have the sole discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two or more bids are substantially equal.

Thank you for your interest.

Robert Devault, CPM
Purchasing Manager

COVER SHEET

REQUEST FOR PROPOSAL #6482

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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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INSTRUCTIONS TO BIDDERS

Qualification of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by the investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Prevailing Wage and Fringe Benefits Rate

The rates of wages and fringe benefits to be paid to each class of mechanics by the Contractors and all Subcontractors shall be not less than the wage and fringe benefit rate prevailing in the locality in which the work is to be performed (copy attached), in accordance with the Michigan Department of Consumer & Industry Services, Bureau of State & Regulation Wage & Hour Division.

Method of Bidding

Single prime contract for construction accessibility improvements to fishing dock/pier, tree house, pit toilet renovation and associated site/landscape improvements.

Preparation of the Bid

Each bid must be submitted, in duplicate, on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. The proposal shall be submitted in its entirety with no modifications or changes and with no pages removed.

Additional unbound copies of the bid forms are included herein for submission of bid and for bidder's file.

Any bidder may modify his bid by telegraphic or fax communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic or fax communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic or fax modification over the signature of the bidder was mailed prior to the closing time. The telegraphic or fax communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic or fax modifications.

Bonds

The successful bidder shall be required to deliver a satisfactory Performance Bond and Payment Bond to the Owner within ten (10) days after issuance of letter of intention to enter into Contract, premium being paid by the Contractor. Failure to comply will constitute forfeiture of proposal guaranty. Each bond shall be for 100% of the contract amount.

The form of bonds shall be AIA A312 (1984 Edition) "Performance Bond", "Labor and Materials Payment Bond", and "Bid Bond".

Examination of Documents

Each bidder shall carefully examine the bidding documents and fully inform himself of conditions under which the work shall be done.

If a bidder should find discrepancies or omissions in the Contract documents or is in doubt as to the true meaning of any part thereof, he shall submit a written request to the Architect for clarification or interpretation. The Architect will not be held responsible for oral instructions. Instructions and clarifications will be made in the form of addenda. Do not scale documents.

Requests for interpretation or clarification will not be honored later than seven (7) days prior to bid opening.

Receipt of addenda shall be listed in the spaces provided in the Proposal form.

Addenda issued during the bidding period shall constitute a part of the Contract documents, and shall become a part of the Contract.

Visit to Site

Bidders are instructed to inspect the site and conditions under which the work is to be performed, and obstacles which may be encountered. No extra will be considered because of the Bidder's failure to inform himself of site conditions which can be verified by inspection.

Equal Equipment or Materials

The term "or equal" has generally been omitted from the specifications. Wherever possible, two or more product names or manufacturers are given based on standards of quality, past performance, delivery and service policy. Should only one product be named, this is not to be construed to eliminate the consideration and adoption of certain other products from other suppliers. Requests for listing approved substitute materials in addenda shall be submitted to the Architect no less than ten (10) days prior to the time set for opening of Bids.

Substitute must be capable of the same performance and be equal in substance and function and further must not impose a design problem. In any case, any manufactured products, whether specified or substituted, shall be guaranteed by the manufacturer's latest published data. This means that the manufacturer shall, through the Contractor, be held liable for failure to perform as set by said data, for replacement including all labor involved.

Award of Contract

Promptly after receipt of bids, the Owner will analyze all Proposals with respect to overall total cost, proposal amounts of low bidder or bidders, and conditions of the project.

The Owner will issue a "Notice of Intent" to enter into a Contract to the successful Bidder who, within ten (10) days of issuance of the "Notice of Intent", shall submit the following to the Architect:

1. Insurance certificates (Article 11, General Conditions).
2. Performance Bond and Payment Bond.
3. Cost breakdown. (AIA Document G703).
4. Construction schedule.
5. List of major subcontractors and suppliers.
6. Testing Agency Qualification - Section 01400 - Quality Control page 01400-4.

Successful Bidder as selected by the Owner shall enter into contract according to the requirements set forth by these documents.

Time of Completion

Bidder to provide the numbers of days required to complete the project.

Form of Contract

The form of contract shall be "Standard Provisions for Service Contract" held by Washtenaw Co. purchasing. See section summary of work for more detailed information.

Standard AIA Forms

Standard AIA forms (bidding documents and conditions of contract) referenced in these documents are hereby a part of these documents. Contractors should have copies and be familiar with these documents. Copies are available from AIA Michigan.

The FOLLOWING FORMS SHALL BE USED:

Bid Bond: A310 (1970)¹

Contract: A101 (2007)

Performance Bond, Labor and Materials Payment Bond and Bid Bond: A312 (1984)¹

General Conditions: A201 (2007)

Change Order: G701 (2001)

Application & Certificate for Payment with Continuation: G702 & G703 (1992)

Certificate of Substantial Completion: G704 (2000)

Contractors Affidavit of Payment of Debts & Claims: G706 (1994)¹

Contractors Affidavit of Release of Liens: G706A (1994)¹

Consent of Surety to Final Payment: G707 (1994)¹

Consent of Surety to Reduction in or Partial Release of Retainage: G707A (1994)¹

Proposal Request: G709 (2001)

Construction Change Authorization: G714 (2007)

¹or other Architect approved form.

END OF SECTION

PERFORMANCE SCHEDULE

RFP issued	August 28, 2009 (on or after 9 am)
Prebid at the site (Mandatory)	September 8, 2009 (at 2 pm)
Proposal submittal deadline	September 25, 2009 (at 2 pm)
Contract award	October 1, 2009
Initiate installation	October 19, 2009
Complete work	To be determined by Contractor

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: _____

Address: _____

Submitted by: _____

Name: _____

Address: _____

Telephone: _____

Fax No.: _____

Principal: _____

Corporation: _____ Joint Venture: _____

Partnership: _____ Other: _____

Individual: _____

Name of Project: _____

Type of work/Trade (File a separate form for each classification of work)

General: _____ Plumbing: _____

HVAC: _____ Electrical: _____

Other: _____ (Specify)

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 in progress, giving the name of project, OWNER, Architect/Engineer/Landscape Architect, Contract amount, percent complete, and scheduled completion date.

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? _____

If so, please explain: _____

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

If so, please explain: _____

REFERENCES

Trade References: _____

Bank References: _____

Surety: _____

Name of Bonding Company: _____

Name and Address of Agent:

Signature: _____

Dated at: _____ this _____ day of _____, 2009

Name of Organization: _____

By: _____

Title: _____

Mr/Mrs/Ms: _____ being duly 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 _____, 2009

Notary Public: _____

My Commission Expires: _____

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

PROPOSAL FORM

PART 1. GENERAL

1.0 PROPOSALS

- A. Pursuant to and in compliance with your instructions to bidders and contract documents for the above named project, the undersigned agrees to enter into an agreement with the owner to complete the project in accordance with the said contract documents and this proposal for the sum stated below.
- B. The undersigned hereby acknowledges that his or her proposal, as stated below, includes all the labor, equipment, supervision, and services required and only those materials as called for in the specifications and shown on the drawings.
- C. The undersigned acknowledges that he or she has carefully examined the drawings and specifications and visited the site to fully inform himself or herself of all existing conditions and limitations, and that his or her proposal includes a sum to cover the cost of all items included in the contract.
- D. The undersigned further agrees to commence work on the project the first working day following the receipt of the Notice of Commencement or on a date mutually agreed upon between the Owner and the undersigned.
- E. The undersigned agrees to coordinate and perform all work necessary to properly schedule and complete the project under the general and technical sections of the contract.

CHANGES IN THE WORK

For authorized changes in the work involving additions to or deductions from the contract price, the bidder agrees to perform or delete such authorized work at net cost to him plus the following percentages of net costs. Percentages shall include all charges for supervision, overhead, and profit. Net costs shall be considered to be all direct costs.

For work not under subcontract:

Involving Additions	_____	Percent
Involving Deductions	_____	Percent

For work under subcontract:

Involving Additions	_____	Percent
Involving Deductions	_____	Percent

PROPOSAL GUARANTEE

Accompanying this proposal is a proposal guarantee, as required, consisting of:

(State nature of guarantee and amount)

SUBCONTRACTORS

The undersigned agrees to furnish, within five calendar days after the signing of the contract, a complete list of the subcontractors whose sub-bids were used to compile this proposal, and

further agrees to show evidence that these subcontractors have binding contracts with the undersigned.

ALTERNATES

The bidder agrees to perform alternate work, Pit Toilet Renovation Add Alternate #1, if requested by Owner, in accordance with the contract documents to be added or deducted from the base bid.

UNIT PRICES – SEE DIVISION 1.00 GENERAL REQUIREMENTS FOR UNIT PRICE BREAK OUTS

Should the undersigned be required to perform work in addition to that required by the contract documents, or should he or she be required to omit work required by the contract documents, the contract amount shall be adjusted according to the unit prices section. Prices quoted shall include all charges of the undersigned including overhead, profit and taxes. The unit prices quoted herein shall be used during the duration of the project beginning with the signing of the agreement and until the issuance of the Certificate of Substantial Completion by the Architect.

ADDENDA

If any addenda to the documents have been received during the bidding period, the bidder shall fill in their number and dates which acknowledges his or her having received same and included them in this proposal.

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

ACCEPTANCE OF PROPOSAL

The undersigned agrees to execute a contract for work covered by this proposal, provided that he or she be notified of its acceptance within ninety days after the opening of proposals.

Name of Bidder: _____
(Type Name)

By: _____
(Signature)

Date: _____

LEGAL STATUS OF BIDDER

This Proposal is submitted in the name of:

(Print) _____

The undersigned hereby 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 hereby 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 _____, 2009

By: _____
(Signature)

Printed name of signer: _____ Title: _____

APPENDIX A

SERVICE CONTRACT (SAMPLE)

Appendix A

"Sample"

SERVICE CONTRACT

Name of Contractor

AGREEMENT is made this _____ day of _____, 2009, 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 provide construction services for per Washtenaw County Formal Bid #6482. The Contractor will furnish all labor, materials, tools, equipment, transportation or other facilities and services necessary to perform and complete the project in accordance with Contract Documents.

Article II - Compensation

Upon completion of the above services and submission of invoices the County will pay the Contractor, for full performance of the work, the amount of SPELL OUT DOLLAR AMOUNT for base bid and cost break-out for Pit Toilet Renovation Add Alternate #1 (\$ XXX,XXX), subject to additions and deductions as documented through authorized change orders. The County shall make monthly progress payments to the Contractor on the basis of work performed and material suitably stored onsite during the preceding month of the Contract. To insure proper performance of the Contract, the County shall retain ten percent (10%) of the value of the work until final completion and acceptance of all work covered in the Contract.

Article III – Reporting of Contractor

Section 1 - The Contractor is to report to the Director of the Washtenaw County Parks and Recreation Commission 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 10/19/09 and ends on date to be determined by Contractor xx/xx/xx (fill in by Contractor) according to the project essential completion schedule unless subsequently 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 non-owned 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 insured's 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 Parks and Recreation Commission, 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 & Cub Agreement

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. Contractor further agrees to sign a project labor agreement as provided by the Construction Unity Board ("CUB Agreement"). A copy of the CUB Agreement is attached as an appendix to this Contract.

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.

ATTESTED TO: WASHTENAW COUNTY

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

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

APPROVED AS TO FORM:
CONTRACTOR

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

By: _____
CONTRACTOR (DATE)

APPENDIX B

CUB AGREEMENT

Appendix B

MEMORANDUM OF UNDERSTANDING

1. WORK DISPUTES

In return for the promise made in paragraph (3) below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum. Any jurisdictional dispute shall be resolved through normal procedures.

There will be a job conference with all contractors and sub-contractors prior to starting work.

2. COFFEE BREAKS

There shall be no organized coffee breaks.

3. PAYMENT OF FRINGES

Any Union having a claim against a contractor or subcontractor for unpaid wages and/or fringe benefits for work performed on the project shall give written notice of such claim to such contractor or subcontractor (with a copy of the notice to the Construction Manager or General Contractor) within three (3) business days after such claim has become known. Upon receipt of such written notice, the Construction Manager or General Contractor involved shall withhold an amount equal to the claim from the next disbursement payable to the contractor, pending resolution of the dispute satisfactory to the Construction Manager or General Contractor. In the event of any such dispute, the Union agrees to use its best efforts to pursue any legal remedies available, including litigation by Fund Trustees. It is understood that the intent to this section is to accomplish prompt and effective resolution of any disputes between the Union and any contractor or subcontractor over payment of wages and fringes.

4. UNION WORK

The parties understand and agree that each contractor and subcontractor at all tiers of this project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council.

(Contractor, Owner or Construction Manager)

(Representative of Washtenaw County Skilled Building Trades Council)

(Project Description)

(Date)

THIS MEMORANDUM APPLIES ONLY TO THE PROJECT AND/OR CONSTRUCTION ABOVE DESCRIBED.

- WHITE – Union Copy
- GREEN – Contractor or Construction Manager Copy
- CANARY – Owner Copy
- PINK – CUB Copy
- GOLD – Project Copy

The General Conditions of the Contract for Construction: AIA Document A201 - 2007 edition, shall be used for this project and is available upon request from the Architect/Engineer.

SUPPLEMENTARY CONDITIONS OF THE CONTRACT

PART 1. GENERAL

The following supplements modify, delete from and/or add to the General Conditions.

1.01 BONDS

- A. A certified check or bidders bond for a sum of not less than 5% of the total submitted bid shall be required with the Bid.
- B. Following project award, the CONTRACTOR will be required to submit a payment and performance bond for 100% of the intended labor and material payment. Each bond must be signed by both the Contractor and the Surety. The current power of attorney for the person who signs for the surety company, indicating the monetary limit of such powers, must be attached to the bonds. The surety (or sureties) shall be corporate surety(ies) licensed to transact business in Michigan and be acceptable to the OWNER and CONSULTANT. Each bond shall be in an amount equal to the Contract Sum. The effective date of the bond shall be on the execution date of the contract.
- C. In the event of any change order resulting in the performance of additional work in connection with the Work, the amounts of such bonds shall be increased by the cost of such additional work or materials or fixtures to be incorporated into the Project.

1.02 PERMIT FEE

- A. The general contractor shall apply for all required permits. All permit fees shall be paid directly by the Washtenaw County parks.

END OF SECTION

SECTION 1.00 GENERAL REQUIREMENTS

SUMMARY OF WORK

PART 1. GENERAL

1.01 GENERAL PROJECT DESCRIPTION

A. General Description:

Construction of accessibility improvements to fishing dock/pier, tree house, pit toilet renovation, associated selective demolition, concrete flatwork, landscaping, soil erosion control measures, and various related site work, as indicated on plans and specifications.

1.02 CONTRACTOR'S USE OF PREMISES

A. Schedule work to maintain Owner's continuous operation.

B. Cooperate with Consultant in conducting operations to minimize conflict with and to facilitate Owner usage.

C. At all times conduct operations as to insure the least inconvenience to the general public.

D. The Contractor shall provide advance notice at least 72 hours prior to any utility outages or other operations anticipated to inconvenience facility activities. The Consultant will review and evaluate the request. The contractor may have to reschedule the operations to another time that will not impact activities.

1.03 COORDINATION OF NOISE, DUST AND FUMES

A. Contain noise, dust and fumes within work area. Notify Consultant at least 48 hours prior to any necessary excessive noise, dust or fumes. Comply with the Consultant's instructions.

PART 2. PRODUCTS (NOT APPLICABLE)

PART 3. EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 1.00 GENERAL REQUIREMENTS

UNIT PRICES

PART 1. GENERAL

1.01 REQUIREMENTS INCLUDED

- A. This section identifies each unit price by number, and describes the basic work to be provided.
- B. Basic Bid Proposal shall include the specified quantities of work at the proposed unit prices.
- C. Unit prices shall be used for additive as well as deductive work.

1.02 SUBMITTALS

- A. All unit prices described in this section are required to be reflected on the bid as submitted by bidders. Do not submit unit prices other than as described in this section.

PART 2. PRODUCTS

2.01 REQUIREMENTS INCLUDED

- A. The following unit prices shall be complete for labor, plant, equipment, and products; including allowance for all overhead and profit.

<u>Item Description</u>	<u>Per Unit Cost</u>
1. Saw Cut Pavement	\$ _____ lf
2. Asphalt and Concrete Walk Removal	\$ _____ sf
3. Safety Surface (Poured in Place)	\$ _____ sf
4. Safety Surface (Engineered Wood Fiber)	\$ _____ sf
5. Concrete Surface Edge	\$ _____ lf
6. Plain Concrete	\$ _____ sf
7. Asphalt Walk (of 10 ft Wide Walk)	\$ _____ lf
8. Wood Handrail at Sled Hill	\$ _____ lf
9. Fishing Pier and Dock Railing Adjustment	\$ _____ lf
10. Topsoil	\$ _____ cy
11. Lawn Restoration (Seeding)	\$ _____ sy
12. Manufactured Wood Decking	\$ _____ sf
13. Asphalt Shingles	\$ _____ sq
14. Helical Anchor Piles	\$ _____ lf

PART 3. EXECUTION (Not Applicable)

END OF SECTION

SECTION 1.00 GENERAL REQUIREMENTS

SUBMITTAL PROCEDURES

PART 1. GENERAL

1.01 PROCEDURES

- A. Prepare and submit a Submittal Schedule for the Consultant to review. The Submittal Schedule shall include each submittal required in the Contract Documents, numbered as described in this section. The Schedule should be organized by Division and include the type of submittal and anticipated submittal date.
- B. Deliver submittals to the Consultant at the address listed on the cover of The Project Manual. Number each submittal with the section title, dash, numerical order of the submittal.
- C. Transmit each item with company submittal. Identify Project Number, Contractor, subcontractor, and major supplier; identify pertinent Drawing sheet and detail number and specification section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Architect/Engineer review stamps.
- D. Comply with progress schedule for submittals related to work progress. Coordinate submittal of related items.
- E. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions. Review with subconsultants/suppliers any inability to meet requirements of project. Find solutions with subconsultants/suppliers making conformance with documents possible. Review solutions with owner and architect for acceptance prior to proceeding with work.

1.02 MANUFACTURERS' INSTRUCTIONS

- A. When required in individual specification section, submit manufacturers printed instructions for delivery, storage, assembly, installation, adjusting and finishing, in quantities specified for product data.

1.03 FIELD SAMPLES

- A. Provide field samples of finishes at project site as required by individual specification sections. Acceptable samples in place may be retained in completed work.

PART 2. PRODUCTS (NOT APPLICABLE)

PART 3. EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 1.00 GENERAL REQUIREMENTS

QUALITY CONTROL

PART 1. GENERAL

1.01 GENERAL REQUIREMENTS

- A. Contractor Quality Control is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract.

1.02 INITIAL WORK

- A. Before each definable feature of work is accomplished, the Contractor shall review the applicable specifications, codes, standards, and drawings. A check shall be made to ensure that all materials and/or equipment has been tested, submitted, and approved. The Contractor shall examine the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- B. At the start of each definable feature of work, the Contractor shall check to verify that the work is in full compliance with contract requirements. The Contractor and Consultants will establish level of workmanship and verify that it meets minimum acceptable workmanship standards.

1.03 PERIODIC FOLLOW UP AND CORRECTION

- A. The Contractor shall perform daily checks to verify that the work continues to be in full compliance with contract requirements, until completion of the particular feature of work. The work product will be compared with sample or initial work as needed to verify level of workmanship.
- B. The Contractor shall correct deficiencies if the quality of ongoing work is unacceptable. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

1.04 MANUFACTURER'S INSTRUCTIONS

- A. Contractor shall obtain and comply with manufacturer's installation instructions in full detail, including each step in sequence.

1.05 COMPLETION INSPECTION

- A. If requested by the Consultant, the Contractor shall, near the end of the work, conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the QC Daily Report. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The Contractor shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished,

SECTION 1.00 GENERAL REQUIREMENTS

the Contractor shall notify the Consultant that the work is ready for the Substantial Completion inspection.

1.06 QC DAILY REPORT

- A. The Contractor shall prepare a QC Daily Report on an acceptable form that includes, as a minimum, the following information:
- Contractor/Subcontractor and area of responsibility.
 - Operating equipment with hours worked, idle, or down for repair.
 - Work performed each day, giving location, description, and by whom.
 - Weather conditions.
 - Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawing requirements.
 - Offsite surveillance activities, including actions taken.
 - Instructions given/received and conflicts in plans and/or specifications.
 - Any delays encountered.
 - Any other remarks impacting quality control.
 - Contractor's verification statement that the equipment and materials incorporated into the work and the workmanship comply with the contract.
- B. The original and one copy of the CQC Daily Reports shall be furnished to the Consultant daily within 1 workday after the date covered by the report, except that reports need not be submitted for days on which no work is performed.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

SECTION 1.00 GENERAL REQUIREMENTS

MOBILIZATION/DEMobilIZATION AND CLEANING

PART 1. GENERAL

1.01 WORK INCLUDED

- A. This section covers the work necessary to move in and move out personnel, equipment, materials, and temporary facilities.

1.02 MOBILIZATION/DEMobilIZATION

- A. The work consists of all labor and materials to load and unload equipment, materials and manpower at the CONTRACTOR's place of business and at the job site at the beginning and completion of the work, and to transport such equipment, materials, and manpower from the CONTRACTOR's place of business to the job site and return.

1.03 SECURITY FENCE

- A. CONTRACTOR may construct a security fence for the protection of materials, tools, and equipment of the CONTRACTOR and SUBCONTRACTORS.

1.04 CONTAMINATION PRECAUTIONS

- A. The CONTRACTOR shall avoid contamination of the project area. The CONTRACTOR shall not store, dump or discard wastes, rubbish, or other similar materials on the property.

1.05 CLEAN-UP OF CONSTRUCTION AREAS

- A. Upon completion and acceptance of the work, the CONTRACTOR shall remove from the site all equipment, debris, unused materials, security fencing, temporary construction buildings, and other miscellaneous items resulting from or used in the operations. Waste materials and rinsate shall be stored, labeled and disposed by the CONTRACTOR. CONTRACTOR shall maintain a safe working environment.
- B. If Contractor fails to clean up during the Work or at Substantial or Final completion of the Work, the Consultant may do as provided Section *General Conditions* Paragraph 6.3 and the cost thereof shall be charged to the Contractor.

1.06 PAYMENT

- A. Payment for all labor, materials and equipment specified in this section of the Contract for mobilization/demobilization will be considered incidental to the work performed.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

PROJECT CLOSEOUT

PART 1. GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

Substantial Completion
Final Inspection and Punch list
Submittal of Warranties
Final Cleaning

Closeout requirements for specific construction activities are also included in the appropriate Sections as needed.

1.02 INSPECTION AND PUNCH LIST PROCEDURE

- A. Before requesting the Substantial Completion inspection, the CONTRACTOR shall ensure the following:

1. Work is 100% complete for those areas to be inspected. If 100% completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
3. Obtain and submit releases enabling the OWNER unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
4. If Inspector, OWNER, OR CONSULTANT feels that the work is not adequately complete in order to hold a substantial inspection, they shall advise the CONTRACTOR accordingly of the unfulfilled requirements.

- B. Punch list

1. The results of the inspection will be recorded in a punch list and distributed to all involved parties.
2. The OWNER, CONSULTANT, and SUBCONTRACTOR will meet to discuss and agree to the Substantial Completion punch list.
3. Retention may be withheld from payments to the SUBCONTRACTOR until completion of all punch list items to the satisfaction of all parties.
4. The CONTRACTOR shall address all punch list items in a timely manner in order to proceed to final completion and final payment.

- C. Before submitting a request for final payment, the CONTRACTOR shall ensure the following:
 - 1. Final clean-up requirements are complete.
 - 2. All punch list items are complete or resolved to the satisfaction of all parties.
 - 3. An updated final statement is prepared, including any additional changes to the Contract Sum.

1.03 RECORD DOCUMENTS

- A. The CONTRACTOR shall maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately.
- B. Mark record set with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
- C. Maintain one complete copy of Contract Documents, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
- D. Make Record Documents available to the OWNER or CONSULTANT as needed in the inspection and closeout phases of the project.

1.04 FINAL CLEANING

- A. General cleaning during construction is required by the General Conditions and included in herein.
- B. Clean site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean, remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even textured surface.

1.05 COMPLIANCE

- A. The CONTRACTOR shall comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the OWNER's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

B. Measurement and Payment

All work performed under this section shall be considered included in pay items indicated in the Bid Form. All work shown on the plans that may not have a specific pay item, will also be considered included in other Lump Sum Pay items included in the bid form.

END OF SECTION