

BIDDER'S COMPANY NAME

REQUEST FOR PROPOSAL

6135

LANDSCAPING WORK

FOR

WASHTENAW COUNTY

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
(734) 222-6760





WASHTENAW COUNTY
Finance Department

Purchasing Division

PO Box 8645, 220 N. Main St.; Ann Arbor, MI 48107-8645
Phone (734) 222-6760 • Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6135

April 12, 2004

The Washtenaw County Purchasing Division, on behalf of the Washtenaw County Facilities Management Department, hereby issues a Request for Proposal ("RFP") to select a landscape contractor ("Consultant," or "Contractor") specializing in native landscape techniques to conduct site landscaping at the Western County Service Center, 705 N. Zeeb Rd. on behalf of owner/operator, Washtenaw County ("County").

Sealed Proposals: Vendor will deliver one (1) original, signed Proposal and six (6) copies, clearly marked as such, to the following address:

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

By 2:30 p.m. on MONDAY, APRIL 26, 2004

This submission shall include the entire Request for Proposal document, requested attachments, and any amendments if issued. A **pre-bid conference will occur on April 19th, 2004, at 3:30pm**, at the Western County Service Center, 2nd floor conference room, located at 705 N. Zeeb Rd., Ann Arbor, MI. Attendance at this conference is optional, but highly recommended.

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

- Please use the attached self-addressed label or clearly label the envelope **"SEALED RESPONSE TO RFP # 6135"**.
- Please direct purchasing and procedural questions regarding this RFP to Mr. Robert Devault at **(734) 222-6760**.
- Please direct technical questions regarding this RFP to Ms. Kerry Sheldon at **(734) 222-3790 [office] or (734) 260-1926 [cell]**.

Thank you for your interest.

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**ADVERTISEMENT FOR WESTERN COUNTY SERVICE CENTER
NATIVE LANDSCAPING WORK**

Sealed Bids will be received by Washtenaw County Purchasing Division, 220 N. Main St. Room B-35; P.O. Box 8645, on or before **April 26, 2004, 2:30 PM**, for establishment of native landscape features at the Western County Service Center, 705 N. Zeeb Rd., a facility owned and operated by Washtenaw County. Bids will be publicly opened and read aloud.

Work to be done includes placing herbicide, soil scarification, seeding, placing native plugs, special seed mixes, fertilizing and mulching.

A pre-bid conference will occur on April 19th, 2004, at 3:30pm, at the Western County Service Center, 2nd floor conference room, located at 705 N. Zeeb Rd., Ann Arbor, MI. Attendance at this conference is optional, but highly recommended. Administrative and technical questions regarding this project will be answered at this time. If any questions arise whose answers constitute modifications to the bid documents, an addendum will be issued.

Each proposal shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of five percent (5%) of the total bid price. A proposal, once submitted, becomes the property of the County. In the sole discretion of the Facilities Management Manager, the County reserves the right to allow a Bidder to reclaim submitted documents provided the documents are requested and retrieved no later than forty-eight (48) hours prior to the scheduled bid opening.

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

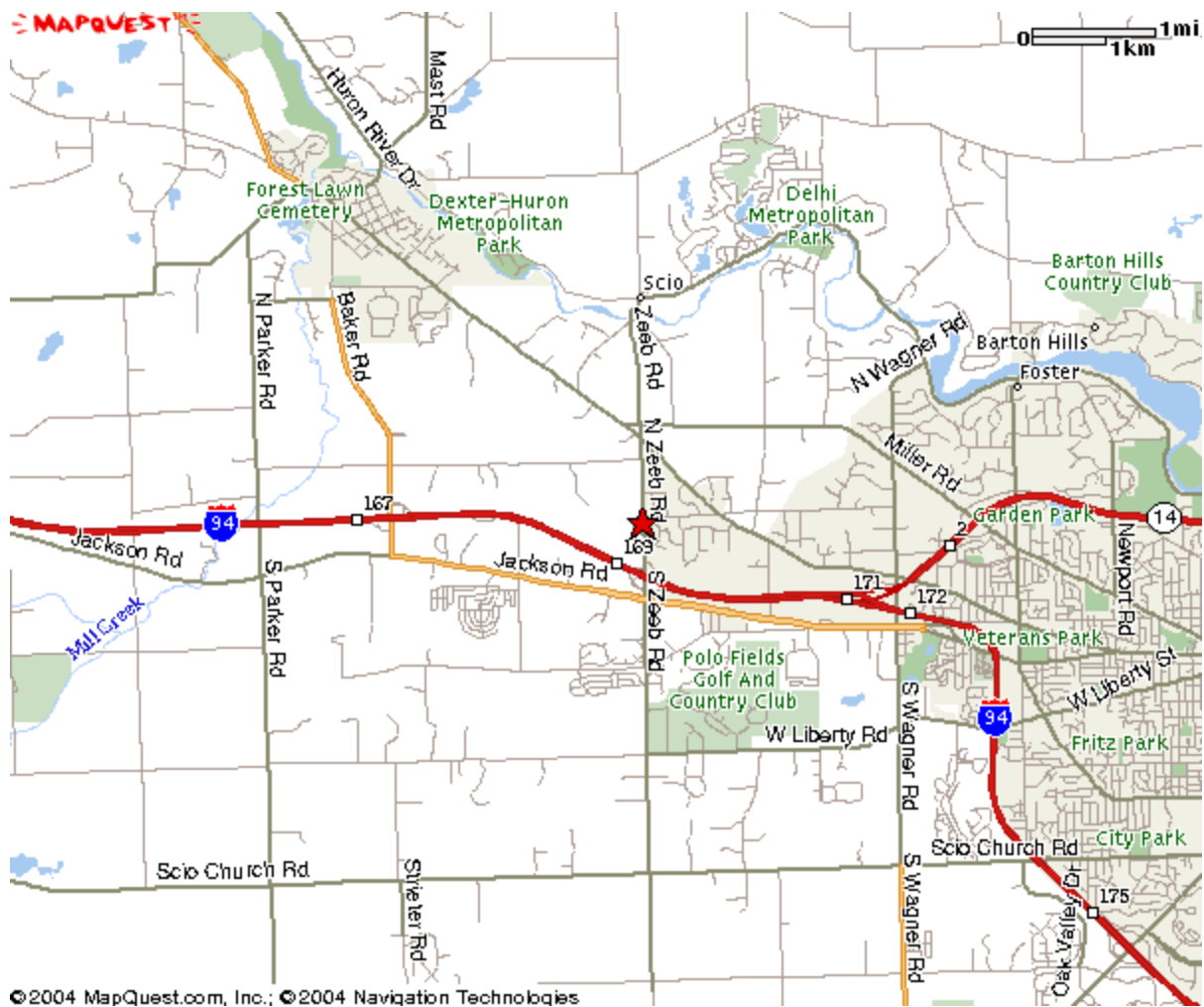
After the time of opening, no Bid may be withdrawn for a period of forty-five (45) days. The County reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the County believes to be in its best interest.

Engineering drawings may be obtained at the Washtenaw County Purchasing Division office at 220 N. Main St., on Monday, April 12th, after 8:30am. Procedural questions about the bidding process may be referred to Mr. Robert Devault, Washtenaw County Purchasing Manager, at (734) 222-6760. Technical questions about the project may be referred to Ms. Kerry Sheldon, Washtenaw County Facilities Mgt. project manager, at (734) 222-3790 or (734) 260-1926.

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on **April 19, 2004, 3:30 PM**, at the Western County Service Center, located at 705 N. Zeeb Road, Ann Arbor, Michigan (map below).

Attendance at this conference is optional, but highly recommended. Administrative and technical questions regarding this project will be answered at this time. If any questions arise whose answers constitute modifications to the bid documents, an addendum will be issued.



INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the technical specifications and must be completed fully in accordance with the Contract Documents.

All work to be done under this Contract is located near the City of Ann Arbor at the Western County Service Center, 705 N. Zeeb Road.

The County shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed.

Any proposal that does not conform fully with these instructions may be rejected.

Proposals

Proposals must be submitted on the "Proposal" forms and "Bid Forms" provided, without removal from the binder, with each blank properly filled in. Sealed proposals will be received by the Washtenaw County Purchasing Division, 220 N. Main St., PO Box 8645, Ann Arbor, Michigan, at the time stipulated in the Advertisement, promptly after which proposals will be publicly opened and read aloud. Each Proposal must be enclosed in a sealed envelope, endorsed across one end, as follows:

Sealed Response to RFP # 6135

The County intends to award a Contract to the lowest responsible Bidder. The County may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, so that the lowest total cost is achieved for the County. For unit price bids, the Contract will be awarded based upon the lump sum and unit prices stated by the Bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the County. If the County determines that the unit price for any item is materially different for the work item bid than other bidders or the general market, the County, in its sole discretion, in addition to any other right it may have, may reject the Bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing proposals, the County will give consideration to alternate proposals for items listed in the forms, or other alternates which the Bidder may wish to submit, but preference will be given to Base Bid Proposals.

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

Bid Security

Each proposal must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of five percent (5%) of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on Page PS-1, Project Schedule and Award. If these time requirements cannot be met, the Bidder must stipulate on Bid Form Section 2 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Major Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is fifteen (15%) or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

PROJECT SCHEDULE AND CONTRACT AWARD

The entire work under this Contract shall be completed in accordance with, and subject to, the scheduling requirements as outlined below, and all of the other requirements of the Contract Documents. *See page BF-1 for Time Alternate information.*

1. The Contractor shall begin the herbicide work on this project on or about June 21, 2004. The exact date will be coordinated with the Landscape Architect.
2. The entire work of the project, including final stabilization of the site, shall be completed by November 15, 2004.
3. The final clean-up and removal of construction material shall occur by December 1, 2004. Coordination with the Engineer prior to removing temporary erosion control measures will occur.

The Contractor shall be furnished with two (2) copies of the Contract, for his/her execution, on or about May 5, 2004. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance Certificates, to the County by May 12, 2004. The Contractor shall not begin the work before the applicable date(s), as described herein, and in no case before receipt of the fully executed contract. Final executed contract is expected May 20, 2004.

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

***A corporation** organized and doing business under the laws of the state of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts.

***A partnership**, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

***An individual**, whose signature with address, is affixed to this proposal:

(initial here)

PROPOSAL

Washtenaw County Purchasing Division
220 N. Main St., PO Box 8645
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Technical Specifications, all Addenda, and the Plans, and fully understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the County, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this proposal is one part.

In accordance with these Bid Documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder encloses a certified check or Bid Bond in the amount of five percent (5%) of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and Insurance Certificates within ten (10) days after being notified of the acceptance of the Bid.

If this Bid is accepted by the County and the Bidder fails to contract and furnish the required Bonds and Insurance Certificates within ten (10) days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Proposal shall become due and payable to the County.

If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

RFP # 6135 Western County Service Center Site Landscaping

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

SIGNED THIS _____ DAY OF _____, 20 ____.

Bidder's Name

Official Address

Authorized Signature of Bidder

Telephone Number

(Printed Name of Signer Above)

BID FORM

Section 1 - Material and Equipment Alternates

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

If the Contractor wishes to quote alternate items for consideration by the County, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

Item #	Description	Add/Deduct Amount

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for Bid, the Bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder

Section 2 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, Page PS-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

1. The Contractor shall begin the herbicide work on this project on or about _____ . The exact date will be coordinated with the Landscape Architect.
2. The entire work of the project, including final stabilization of the site shall be completed by _____ .

3. The final clean-up and removal of construction material shall be accomplished by _____ . Coordination with the Engineer prior to removing temporary erosion control measures will occur.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for Bid, the Bidder does NOT propose any time alternate under the contract.

Signature of Authorized Representative of Bidder

Section 3 - Major Subcontractors

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for, or on behalf of, the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

For the work outlined in these documents, the Bidder expects to engage the following major subcontractors to perform the work identified:

Subcontractor (Name and Address)	Work	Amount

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for Bid, the Bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder

BID FORM

The undersigned as Bidder declares that he/she has familiarized himself/herself with the site and the conditions under which all work must be performed and he/she declares that he/she will provide all the labor, materials and workmanship required to construct the West Service Center site renovations in accordance with the plans and specifications which he/she accepts as adequate.

I. SITE PREPARATION

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Herbicide for Native Seed Areas (East & West Detention Basins; apply min. 3 times)	2.4	AC	\$	\$
2.	Herbicide for Native Seed & Plug Areas (Scio Twp. Detention Basin & BioSwale, as needed)	0.6	AC	\$	\$
3.	Soil Scarification	3	AC	\$	\$
Subtotal - Item I					\$

II. NATIVE SEED PLANTING / LAWN SEEDING

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Wet Meadow Seed & Mulch	0.4	AC	\$	\$
2.	Prairie Seed & Mulch	2.6	AC	\$	\$
3.	Overseed for Native Seed	3	AC	\$	\$
4.	Lawn Seed, Fertilizer & Mulch	0.18	AC	\$	\$
Subtotal - Item II					\$

III. BIOSWALE NATIVE PLANT PLUGS & SHRUBS

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Carex vulpinoidea (Fox Sedge)	420	EA	\$	\$
2.	Liatris spicata (Dense Blazing Star)	140	EA	\$	\$
3.	Rudbeckia triloba (Three-lobed Coneflower)	35	EA	\$	\$
4.	Silphium terebinthinaceum (Prairie Dock)	35	EA	\$	\$

III. BIOSWALE NATIVE PLANT PLUGS & SHRUBS, CONT'D

5.	Zizia aurea (Golden Alexander)	70	EA	\$	\$
6.	Allium cernuum (Nodding Wild Onion)	138	EA	\$	\$
7.	Andropogon scoparius (Little Blue-stem)	550	EA	\$	\$
8.	Lupinis perennis (Wild Lupine)	138	EA	\$	\$
9.	Penstemon digitalis (Foxglove Beardstongue)	138	EA	\$	\$
10.	Verbena stricta (Hoary Vervain)	138	EA	\$	\$
11.	Comus stoloifera (Red Twig Dogwood)	19	EA	\$	\$
12.	Rhus aromatica "Grow Low" (Frag.Sumac)	30	EA	\$	\$
13.	Shredded Hardwood Bark Mulch	13	CYD	\$	\$
Subtotal - Item III					\$

IV. MISCELLANEOUS

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Erosion Control Seed : Dry*	1000	SYD	\$	\$
2.	Erosion Control Seed : Wet*	100	SYD	\$	\$
3.	Maintenance Guarantee	2	YR	\$	\$
4.	Remove Silt Fence & Stone Check Dam	310	LF	\$	\$
5.	Remove Miscellaneous Temporary Erosion Control Measures	1	LS	\$	\$
Subtotal - Item IV					\$

Note: *Erosion Control Seeding will only be used to repair eroded areas as needed. The item may or may not be used.*

SUMMARY:

<u>Section No.</u>	<u>Description</u>	<u>Amount</u>
1	Site Preparation (& Herbicide)	\$
2	Native Seed Planting & Lawn Seeding	\$
3	Bioswale Native Plugs & Shrubs	\$
4	Miscellaneous	\$
TOTAL - Items I through IV		\$

Company Name: _____

Date: _____

Authorized by: _____

WITNESSES: _____

**SAMPLE SERVICE CONTRACT – TO BE COMPLETED UPON BID AWARD
(NAME OF CONTRACTOR)**

THIS AGREEMENT is made this _____ day of _____, 20____, 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 **(NAME OF CONTRACTOR)** located at **(CONTRACTOR’S ADDRESS)** (“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 of the above services and submission of invoices, the County will pay the Contractor an amount not to exceed _____ Dollars (\$_____).

ARTICLE III - REPORTING OF CONTRACTOR

Section 1. The Contractor is to report to **(DEPARTMENT HEAD TITLE)** 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 **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

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 hereto agree that the Contractor is neither an employee nor an agent of the County for any purpose.

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. Comprehensive/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 insureds and policy forms shall be subject to the approval of the Washtenaw 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 the County Administrator, 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 - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, was made on or before April 30, 2003, and will be made annually thereafter, which amount shall be automatically incorporated into this contract. County

agrees to give Contractor thirty (30) days' written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

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 amendment 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 any 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 hereto and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO: WASHTENAW COUNTY, MICHIGAN

By: _____ By: _____
Peggy M. Haines (Date) Robert E. Guenzel (Date)
County Clerk/Register County Administrator

APPROVED AS TO CONTENT: CONTRACTOR

By: _____ By: _____
(DEPARTMENT HEAD) (Date) (CONTRACTOR'S NAME) (Date)

APPROVED AS TO FORM:

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

PERFORMANCE BOND

- (1) _____
of _____
(referred to as "Principal"), and _____,
a corporation duly authorized to do business in the State of Michigan (referred to as
"Surety"), are bound to the County of Washtenaw, Michigan (referred to as
"County"), for \$ _____ Dollars
(\$ _____) the payment of which Principal and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, by
this bond.
- (2) The Principal has entered a written contract with the County, dated
_____, 20____, for: _____
and this bond is given for that contract in compliance with Act No. 213 of the
Michigan Public Acts of 1963, as amended.
- (3) Whenever the Principal is declared by the County 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 County 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 County, 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.
- (4) Surety shall have no obligation to the County if the Principal fully and promptly
performs under the Contract.
- (5) 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_____.

(Name of Surety Company)
By _____
(Signature)
Its _____
(Title of Office)

(Name of Principal)
By _____
(Signature)
Its _____
(Title of Office)

Approved as to form:

Curtis Hedger, Washtenaw County
Corporation Counsel

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The Contract Documents shall be executed in duplicate by the County and the Contractor.

The Contract Documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

Section 2 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the County upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 3 - Liquidated Damages

There will be no Liquidated Damages assigned to this Contract. Time is of the essence, however; and completion by the due date is expected except for agreed upon time extensions to prevent damages to the County.

Section 4 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 5 - Permits and Regulations

The Contractor must secure and pay for all permits and licenses necessary for the execution of the work. These include, but are not limited to, County erosion control permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The County shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 6 - Inspection of Work

The County shall provide sufficient competent personnel for the inspection of the work.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the County shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 7 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on

written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 8 - Changes in the Work

The County may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 10.

Section 9 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 15;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the County or of its employees or by other Contractors employed by the County;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within seven (7) days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in Contract Completion is appropriate under this or any other section of the Contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in Contract Completion shall be extension of the required time for Contract Completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 10 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within seven (7) days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

Section 11 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the Washtenaw County Facilities Management project manager with a copy to the Engineer. The Supervising Professional will, within ten (10) days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the County will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The County will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within fifteen (15) days.

Section 12 - Deductions for Uncorrected Work

If the Supervising Professional decides it is not expedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 13 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in

the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within ten (10) days after written notice, the County may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within ten (10) days thereafter, the County may, upon ten (10) days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the County the expenses for disposal within ten (10) days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 14 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the County under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the County within thirty (30) days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the County:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 36.

In case the Affidavit or consent is not furnished, the County may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the County, except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within twelve (12) months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 15 - Suspension of Work

The County may at any time suspend the work, or any part by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the County to the Contractor to do so. The County shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the County does not give notice in writing to the Contractor to resume work at a date within ninety (90) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus ten percent (10%) of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 16 - Delays and the County's Right to Terminate Contract

If the Contractor refuses or fails to execute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the County may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the County may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the County for any excess cost to the County. If the Contractor's right to proceed is terminated, the County may take possession of and utilize in completing the work, any materials, appliances and plants as may be on the site of the work and useful for completing the work.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the County, upon the certificate of the Supervising

Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Contract. The County may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the County for any excess cost incurred. The expense incurred by the County, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 17 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon seven (7) days written notice to the County, terminate this Contract and recover from the County payment for all acceptable work executed plus reasonable profit.

Section 18 - County's Right To Complete Work

If the Contractor should neglect to execute the work properly or fail to perform any provision of this Contract, the County, three (3) days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 19 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the County, shall promptly remove any part or all of its equipment and supplies from the property of the County, failing which the County shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the County and, if all costs of removal and storage are not paid by the Contractor within ten (10) days of invoicing, the County upon ten (10) days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 20 - Responsibility for Work

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the County for damages to

materials and equipment from any cause except negligence or willful act of the County. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 21). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 14) or partial acceptance (Section 21). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of its work for a period of one (1) year. At the end of one (1) year after Contractor's receipt of final payment, the work shall be inspected in the presence of the Contractor and the Supervising Professional; and any defects in the work shall be corrected at the Contractor's expense as soon as practicable but in all cases within sixty (60) days.

Section 21 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 14, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the County, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the County may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 22 - Payments Withheld Prior to Final Acceptance of Work

The County may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the County from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;

(4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the County which will protect the County in the amount withheld, payment shall be made for amounts withheld under this section.

Section 23 - Surety Bonds

Bonds will be required from the successful bidder as follows:

(1) A Performance Bond to the County for the amount of the Bid(s) accepted.

Bonds shall be executed on forms supplied by the County in a manner and by a Surety Company satisfactory to the County Attorney. The Performance Bond must run through the 2-year maintenance period.

Section 23 - Damage Claims

The Contractor shall be held responsible for all damages to property of the County or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 24 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 25 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the County.

Section 26 - Rights of Various Interests

Whenever work being done by County forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible for coordinating all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 27 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the County. The approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the County may require.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other Contract Documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the County may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County.

Section 28 - Supervising Professional Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 29 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after his/her presentation to the Supervising Professional, make decisions in writing on all claims of the County or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

Section 30 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the County unless specific exception is listed elsewhere in these documents. Ample way for

foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 31 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the County, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 32 - Cleaning Up

The Contractor, at its own expense, shall as directed by the Supervising Professional remove from the County's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 33 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written County approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours, but no more than five (5) days, notice of the Contractor's intention to work the upcoming Saturday.

Section 34 - Sales Taxes

Under state law, the County is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc., for incorporation in County projects are not likewise exempt. State law shall prevail. The Bidder shall familiarize itself with the state law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 35 – Contractor’s Affidavit

The undersigned Contractor, _____
represents that on _____, 20____, it was awarded a contract by
WASHTENAW COUNTY PURCHASING DIVISION, to

Under the terms and conditions of a Contract titled
_____. The Contractor represents that all work has
now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by Washtenaw County Facilities Management.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by Washtenaw County.

This affidavit is freely and voluntarily given with full knowledge of the facts.

Contractor Name

By: _____
(Signature)

Its: _____
(Title of Office)

Dated: _____

Subscribed and sworn to before me, on this
_____ day of _____, 20_____.

Notary Public
_____ County, Michigan
My Commission expires: _____

TECHNICAL SPECIFICATIONS

All work under this Contract shall be performed in accordance with the Technical Specifications.

SPECIFICATION INDEX

<u>Section</u>	<u>Title</u>
02110	Site Preparation / Erosion Control
02900	Seeding and Site Stabilization
02930	Planting
02940	Plant Maintenance and Guarantee Period

SECTION 02110 SITE PREPARATION/EROSION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Scope: Prepare site as shown on the drawings and as specified herein.
- B. Extent of work shall include but not be limited to:
 - 1. Protection of persons and property
 - 2. Salvaging of existing elements to remain
 - 3. Protection of existing vegetation
 - 4. Utility Service
 - 5. Temporary Erosion control
 - 6. Clearing and grubbing of existing vegetation.
 - 7. Demolition, Removal & Disposal

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification sections, apply to the work of this section.
- B. Related Sections:
 - 1. Seeding and Site Stabilization

1.3 PERMITS

- A. Soil Erosion and Sedimentation Control Permit shall be obtained and all charges paid by the CONTRACTOR.
- B. The CONTRACTOR shall secure the necessary permits to work in the right-of-way

1.4 REFERENCE SPECIFICATION

- A. Materials and Work covered under this Section shall be in accordance with MDOT (1996 edition), Washtenaw County, and Scio Township standards and specifications unless otherwise indicated. If a conflict exists between specifications, the more rigorous shall govern.

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART 2 - PRODUCTS

2.1 CONSTRUCTION FENCE

- A. Fence shall be **TENAX** safety fence available through Construction Supply, 1-800-887-6767 or approved substitution.
- B. Line, corner, terminal, gate posts, and frames shall be steel. Tie wire shall be aluminum.

2.2 TEMPORARY EROSION CONTROL

- A. Silt fence shall be 'ECOLOFENCE MDOT ' available through Price and Company, Inc. 1-800-248-8230 or approved substitution.
- B. Seed mixes for erosion control shall be composed of seed with the purity, germination, and proportions by acre, as indicated on the drawing.

2.3 PERMANENT EROSION CONTROL

- A. Seeding for permanent cover shall be as specified in the Seeding and Site Stabilization Section of these Specifications.

PART 3 - EXECUTION

3.1 PROTECTION OF PERSONS AND PROPERTY

- A. Construction Fence shall be installed as indicated on the plans and in addition any area where the CONTRACTOR feels it is necessary to protect vegetation, structures, private properties, or secure construction and hazardous areas. Additional fence beyond what is indicated on the plans shall be done at the CONTRACTOR'S expense.
- B. Construction fence shall be installed per manufactures standards and specifications.
- C. Protect structures, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by all construction operations.
- D. Use means necessary to protect persons and property as required by local and state governing authorities including traffic warning devices when working in right-of-way.
- E. Maintain access to the site & building at all times.
- F. Protect Benchmarks from damage or displacement.

3.2 PROTECTION OF EXISTING VEGETATION

- A. Prior to commencing work arrange an on-site meeting with the CONSULTANT to review limits of work.
- B. Trees not indicated to be removed or transplanted with or without tree protection should not be injured or defaced in any way. Any damage shall be replaced or repaired by a skilled tree surgeon approved by the CONSULTANT at no expense to the OWNER. Installation of construction fence shall serve as tree protection and shall not damage bark or root structure of tree.
- E. Storage of materials, parking vehicles, excess foot traffic, or stockpiling inside the drip line of trees to remain shall not be permitted.
- F. 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).

3.3 UTILITY SERVICES

- A. Protect existing utilities indicated or made known.
- B. Coordinate with utility companies and agencies as required, arrange necessary shut off and obtain written approval before interrupting existing utilities.
- C. Provide necessary bypass connections to maintain service to occupied areas or adjacent properties.

3.4 SOIL EROSION

- A. 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 grading operations shall be the minimum.
- B. Public Act 346, the Soil Erosion and Sedimentation Control Act of 1972, must be complied with. 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.
- C. Responsibility to render the site erosion free is the CONTRACTOR'S. Approval by the CONSULTANT of any method to accomplish this does not relieve the CONTRACTOR of full responsibility.
- D. Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors and to other work being performed on or near the site.
- E. Delays due to shut down from non-compliance with the Soil Erosion Act are the responsibility and at the expense of the CONTRACTOR.
- F. All temporary erosion control measures shall be installed as indicated on plans and in such a construction sequence so as to prevent erosion and sedimentation. Silt fence, straw bales, and inlet filters shall be installed prior to the onset of construction.
- G. The CONTRACTOR is unable to establish a permanent cover, all disturbed areas shall be seeded prior to the 15th of October with a winter cover crop of Erosion Control Seed composed of seed with the purity, germination, and proportions by acre, as indicated on the drawing.
- H. The CONTRACTOR shall maintain sedimentation and erosion controls as indicated on plans. The CONTRACTOR shall remove silt from the bottom of catch basins and traps, and establish finished grade prior to the installation of the permanent seed cover.

SECTION 02110: SITE PREPARATION

2 April, 2004

West Service Center:

East, West, Scio Detention Basins

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3.5 CLEARING AND GRUBBING

- A.** Completely remove all herbaceous vegetation from areas as noted on the drawings and as directed by the CONSULTANT. Remove without injury to vegetation to remain. Do any additional cutting or trimming only as necessary and as directed by the CONSULTANT in accordance with standard horticultural practice.
- B.** See Seeding and Site Stabilization Section for herbiciding instruction.

3.6 DEMOLITION / REMOVE & DISPOSE

- A.** Remove and Dispose: completely remove and properly dispose of off-site all items referenced on the plans and miscellaneous debris except salvageable material indicated on the plans or by the OWNER. Any damage to adjacent pavement, pavement base, sub base, or utility structures caused as a result of the removal of the bituminous or concrete surface is the complete responsibility of the CONTRACTOR and shall be corrected by the CONTRACTOR at his/her expense.
- B.** Remove and Salvage: carefully remove, clean and salvage items referenced on the plans. Items shall be delivered and stored, as directed by the OWNER and CONSULTANT. Items to be salvaged will remain the property of the OWNER.
- C.** Remove and Reinstall: carefully remove, clean, service and prepare items referenced on plans. Reinstall in locations indicated on plans.
- D.** Dispose of away from the site in a legal manner.
- E.** Do not store or permit debris to accumulate on the job site.
- F.** Burning of debris is not permitted.

END OF SECTION

SECTION 02900 SEEDING and SITE STABILIZATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide all seeding and plugging where shown on drawings, as specified herein and as necessary for a complete and proper installation.
- B. Work shall include but not be limited to:
 - 1. Lawn seeding, fertilizing and establishment
 - 2. Preparing seed bed for Prairie and Wet Meadow (including herbiciding)
 - 3. Prairie and Wet Meadow seeding and establishment
 - 4. Prairie and Wet Meadow plugging and establishment
 - 5. Mulching
- C. When the phrase "Prairie and Wet Meadow" is used in the specifications, it refers to all types of areas seeded and/or plugged with native plant material indicated on the Planting Plan.

1.2 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contracting requirements, drawings and general provisions of the Contract, including General Conditions and Division 1 Specification sections, which are hereby made part of this section.
- B. Related Sections:
 - 1. Site Prep
 - 2. Planting
 - 3. Plant Maintenance and Guarantee Period

1.3 REFERENCE SPECIFICATION

- A. **AOSA** -Association of Official Seed Analysis: Rules for testing Seeds, Journal of Seed Technology, 1991 Edition
- B. **TAPPI**-Technical Association of the Pulp and Paper Industry
- C. **AOAC** - Official Methods of Analysis, Association of Official Analytical Chemists.
- D. Materials and Work covered under this Section shall be in accordance with MDOT (1996 edition), Scio Township standards and specifications unless otherwise indicated. If a conflict exists between specifications, the more rigorous shall govern.

1.4 QUALITY ASSURANCES

- A. Soil amendments: Copies of invoices shall be provided to the CONSULTANT. Samples must be provided if requested by the CONSULTANT.
- B. Seed: Provide the CONSULTANT with manufacturer's certification of compliance to the Specifications prior to seeding.
- C. The CONTRACTOR shall notify the CONSULTANT of seed and plug sources 30 (thirty) days after the contract award.
- D. CONTRACTOR shall confer with CONSULTANT prior to ordering prairie and wet meadow seed/plugs and shall submit an invoice following purchase and delivery of the seed/plugs.
- E. Installation of seed and plugs including special prairie and wet meadow seeding and plugging shall be carried out by CONTRACTORS and their employees who are thoroughly experienced and skilled in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this section. The CONTRACTOR shall have a minimum of five (5) years documented experience in comparable work.
- F. Herbiciding, seeding layout, and plug layout shall be reviewed by the CONSULTANT prior to completion.

1.5 SUBMITTALS

- A. The CONTRACTOR shall submit to the CONSULTANT sources for seed and plugs 30 (thirty) days after contract award.
- B. The CONTRACTOR shall submit to the CONSULTANT a plan and schedule for seeding at least two weeks prior to the scheduled commencement of work.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Soil amendments shall be kept dry.
- B. Seed shall be delivered in original sealed containers, labeled in accordance with State Regulations and the US Department of Agriculture Rules and Regulations under the Federal Seed Act. Seed shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents, or other causes.

1.7 SEEDING TIME

- A. Lawn seeding shall be done between May 1 and June 15 or between August 15 and September 15 or as otherwise approved by the CONSULTANT.
- B. Prairie and Wet meadow areas shall be seeded after 1 May, (when soil is free of frost and in workable condition), but before 15 June or after 1 October, but before 30 November (or prior to freeze-up) or as directed by CONSULTANT.
- C. Erosion Control Seed can be seeded in the fall prior to the spring planting or within the same planting season, as conditions necessitate for erosion control and establishment of the prairie and wet meadow seed matrix.

PART 2 - PRODUCTS

2.1 FERTILIZER

- A. Fertilizer for lawn seed and sod: Starter fertilizer shall be in a 1:1:1 ratio (approx.) derived from at least 50% natural, organic sources.
- B. Maintenance fertilizer for lawn shall contain no phosphorus and derived from an organic product. Fertilizer available from Downtown Home and Garden, 734-662-8122.

2.2 LAWNSEED

- A. Lawn Seed Mix shall consist of:

<u>Common Name</u>	<u>Prop.</u>	<u>Purity</u>	<u>Germ</u>
Perennial Ryegrass	30%	95%	80%
Penlawn Red Fescue	50%	95%	80%
Kentucky Bluegrass	20%	95%	80%

A minimum of three varieties each of Perennial Ryegrass and Kentucky Bluegrass shall be used.

- B. Seed Supplier: Seed is available through Rhino Turf, Brighton, Michigan, 1-800-482-3130.

2.3 WET MEADOW and PRAIRIE SEED MIX

- A. General. Seed shall be fresh, clean, new seed of native plant material of genotypes from the north central states only (IL, IN, IA, MI, OH, WI), and from a recognized nursery of this region. Priority shall be given to Michigan sources. Mix shall be adapted for sandy soils.
- B. Seed mix shall be composed of seed with the purity, germination, and proportions by acre, as indicated on the drawing.

- C. Seed sources for all the Wet Meadow Seed, Prairie Seed and Overseed are available through The Michigan Wildflower Farm, Portland, Michigan, (517) 647-6010; Prairie Nursery, Westfield, WI (608) 296-3679; or LaFayette Home Nursery, LaFayette IL, (309) 995-3311, or approved substitution.

2.4 WET MEADOW and PRAIRIE PLUGS

**SECTION 02900: Seeding
 and Site Stabilization
 2 April, 2004
 West Service Center:
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 & Bioswale
 InSite Design Studio, Inc.**

- A. General. Plugs shall be of native plant material of genotypes from the north central states only (IL, IN, IA, MI, OH, WI), and from a recognized nursery of this region. Michigan sources for plugs shall be located before branching out to other north central states. Mix shall be adapted for sandy soils.
 - B. Plugs shall be installed in the proportion and pattern as indicated on the drawing.
 - C. Plug sources for the Prairie and Wet Meadow Plugs are available through The Native Plant Nursery (734) 677-3260, WildType Native Plant Nursery (517)-244-1140, Nesta Prairie Perennials (800)-233-5025, or approved substitution.
- 2.5 EROSION CONTROL: WET, and EROSION CONTROL: DRY**
- A. Seed mixes for erosion control shall be composed of seed with the purity, germination, and proportions by acre, as indicated on the drawing.
 - B. Seed sources for the Erosion Control Seed mixes are available through Rhino Seed and Landscape Supply, Brighton, Michigan (800) 482-3130; Prairie Nursery, Westfield, WI (608)296-3679, The Michigan Wildflower Farm, Portland, Michigan, (517)647-6010; LaFayette Home Nursery, LaFayette IL, (309) 995-3311, or approved substitution
- 2.6 MULCH for LAWN SEED-DRY**
- A. Material shall be straw. It shall be natural and suited for horticultural use and not contain lumps, roots or other foreign matter over one inch in diameter. It shall be free of noxious weeds. Mulch shall not contain more than 35% moisture by weight.
- 2.7 MULCH for LAWN -HYDROSEED**
- A. Material shall be RhinoTurf or AmTurf Green Star Plus, paper mulch with binder or approved substitution.
- 2.8 HYDOSEED TURF SLURRY MIX**
- A. Mix shall consist of:
 1. Fertilizer: 1300 lbs per acre
 2. Mulch: 2000 lbs per acre
 3. Seed: 12 lbs per 1,000 square feet
- 2.9 MULCH for NATIVE SEED: WET MEADOW and PRAIRIE**
- A. Material shall be clean chopped straw from oats to protect seeded areas from invasive species frequently found in common straw. No other type of mulch is acceptable. It shall be natural and suited for horticultural use and not contain lumps, roots or other foreign matter over one inch in diameter. It shall be free of seeds and noxious weeds. Mulch shall not contain more than 35% moisture by weight.
- 2.10 MULCH for NATIVE PLUGS: WET MEADOW and PRAIRIE**
- A. Mulch in bioswale areas shall be shredded hardwood bark free of weeds, soil, sticks or trash, of a uniform appearance in depths shown on details. A sample shall be approved by CONSULTANT prior to application.
 1. Colored or dyed mulch will not be accepted.
- 2.11 WATER**
- A. Source: If not available on site, shall be provided by the CONTRACTOR.
 - B. Quality: Water supplied by the CONTRACTOR shall be free of substances harmful to plant growth.
- 2.12 EROSION CONTROL BLANKET**
- A. Erosion control blanket shall be North American Green Straw Erosion Control Blanket S150 BN, 100% biodegradable, jute netted or approved substitution.
 - B. Pegs shall be of sound wood and sized per MDOT Standard Specifications, latest edition.
 - C. Erosion control blanket supplier: Erosion control blanket is available through Price and Company, Inc., Wyoming, Michigan, (616) 530-8230.

2.13 SOD

- A. Sod shall meet MDOT standards and specifications for Class A Sod.
- B. Type: Kentucky Bluegrass Blend
- C. Quality:
 - 1. Dense, healthy, field-grown on mineral topsoil (less than 10% organic content) with the grass having been mowed at one-inch height before lifting from field.
 - 2. Dark green in color, relatively free of thatch, free from diseases, weeds and harmful insects.
 - 3. Reasonable free of objectionable grassy and broadleaf weeds. Sod will be considered weed free if no more than ten such weeds are found per hundred square feet of sod.
 - 4. Sod will be rejected if found to contain the following weeds: Bermuda grass, bent grass, perennial sorrel, and brome grass.
 - 5. Sod grown on peat will not be approved.

2.14 HERBICIDES

- A. Herbicide-A. Glyphosate, a nonselective herbicide shall be used to eradicate existing vegetation. It shall be used according to the manufacturer's label.
- B. Herbicide-B. Sethoxydim, a selective herbicide shall be used to selectively remove invasive grass from prairie or wet meadow planting. It shall be used according to the manufacturer's label.

PART 3 - EXECUTION

3.1 HYDROSEEDING FOR LAWN

- A. Mixing:
 - 1. Mix Location: Perform slurry preparation at job site.
 - 2. Adding water: Add water to the tank when the engine is at half throttle. When the water level has reached the height of the agitator shaft, establish good re-circulation and add seed.
 - 3. Seed: Do not allow seed to remain fore than 30 minutes in slurry.
 - 4. Fertilizer: Add fertilizer without mulch. Commence spraying immediately when the tank is full.
 - 5. Mulch: Apply mulch in a separate operation after seed and fertilizer have been applied.
- B. Application:
 - 1. Apply specified slurry mix in a sweeping motion to form a uniform mat at the specified rate
 - 2. Keep hydroseeding within designated areas and keep from contact with other plant materials
 - 3. Apply seed and mulch in two separate operations.

3.2 SEEDING AND FERTILIZING FOR LAWN

- A. Application:
 - 1. Sow the seed using a mechanical seeder such as a lawn maker or brillion. A cultipacker or approved similar equipment may be used to cover the seed and form the seedbed in one operation.
 - 2. Sow at the rate of six (6) pounds per thousand (1,000) square feet.
 - 3. Lines of seed shall be perpendicular to slopes to reduce rapid surface water run-off. If this option is chosen fertilize prior to seeding operations.
- B. Fertilizing:
 - 1. Apply starter fertilizer with a mechanical spreader prior to seeding operation at the rate of 1 LB per nitrogen per 1000 SF.
 - 2. Thoroughly incorporate fertilizer into topsoil to a depth of two (2) inches.
 - 3. Immediately before sowing lawn seed, Contractor shall rework the surface until it is fine, pulverized seed bed, varying not more than one(1) inch in ten(10) feet.

3.3 SODDING

- A. Sod shall be installed at locations indicated on plans. In addition an approved sod may be used in lieu of seed at the CONTRACTOR'S option and expense if he/she feels it is in the best interest of lawn establishment.
- B. Scarify subgrade, spread topsoil. Fertilize topsoil area to be sodded with a natural-based fertilizer (derived from at least 50% natural, organic sources), 1:1:1 ratio at a rate of 1 lb. of phosphorus per one thousand (1,000) square feet. Incorporate fertilizer into upper three to four inches of soil.
- C. Timing:
 - 1. Install sod within 24 hours of delivery
 - 2. Sod not transplanted within 24 hours of delivery will be rejected.
- D. Rolling Sod Bed: Roll amended soil with 200 pound water-ballast roller.
- E. Moistening Sod Bed: After all unevenness in the soil surface has been corrected, lightly moisten the soil immediately prior to laying the sod.
- F. Laying the Sod:
 - 1. Lay the first row of sod in a straight line, with subsequent rows parallel to and tightly against each other, with no spaces between strips.
 - 2. Stagger lateral joints.
 - 3. Sodded areas shall be flush with adjoining existing lawn or seeded areas.
 - 4. Do not stretch or overlap sod
 - 5. Butt all joints tightly to eliminate all voids.
 - 6. Use a sharp knife to cut sod to fit curves.
- G. Tamping and Rolling Sod:
 - 1. Thoroughly tamp and roll sod with a 200 pound water-ballast roller to make contact with sod bed.
 - 2. Roll each entire section of completed sod.
- H. Slopes of 3:1 or Greater
 - 1. Lay sod with staggered joints secure by pegs driven through sod into soil until pegs are flush with turf.
 - 2. Space pegs 18 inches on center.
 - 3. Pegs to be 1-inch square x 6-inch length of lath.
- I. Watering: Thoroughly water sod immediately after installation to wet the underside of the new sod pad and the soil immediately below to a depth of 6".

3.4 HERBICIDING SEED BED FOR PRAIRIE AND WET MEADOW: EAST & WEST BASINS

- A. Vegetation shall be allowed to grow undisturbed after all grading work is completed. Vegetation shall either be grown to a four (4) inch height or cut to a four (4) inch height prior to herbicide application. Do not apply herbicide if vegetation is under four (4) inches.
- B. Protect existing trees from herbiciding operations.
- C. Herbiciding shall be timed to correspond with emergence with cool season and warm season weeds.
- D. Vegetation Control. Vegetation shall be sprayed in areas designated for the native grass and forbs planting with Herbicide-A according to the manufacturer's directions. Allow existing plants to re-grow to a four (4) inch height. Apply herbicide for a total of three (3) times through the growing season, or more as needed for invasive weed control prior to native seeding. The CONTRACTOR shall possess a valid Michigan Department of Agriculture commercial herbicide applicator's certificate.

3.5 HERBICIDING SEED/ PLUG BED FOR PRAIRIE AND WET MEADOW: SCIO BASIN & BIOSWALE

- A. Vegetation shall be allowed to grow undisturbed after all grading work is completed. Vegetation shall either be grown to a four (4) inch height or cut to a four (4) inch height prior to herbicide application. Do not apply herbicide if vegetation is under four (4) inches.
- B. Protect existing trees from herbiciding operations.
- C. Herbiciding shall be timed to correspond with emergence with cool season and warm season weeds.
- D. Vegetation Control. Vegetation shall be sprayed in areas designated for the native grass and forbs planting with Herbicide-A according to the manufacturer's directions. Allow existing plants to re-grow to a four (4) inch height. Apply herbicide only as needed for invasive weed control prior to native seeding or plugging. The CONTRACTOR shall possess a valid Michigan Department of Agriculture commercial herbicide applicator's certificate.
- E. The CONTRACTOR is responsible for keeping herbicide from effecting adjacent wetland.

3.6 SOWING ALL TYPES OF PRAIRIE AND WET MEADOW SEED

- A. Following the completion of herbiciding operations lightly scarify so that bed is smooth and free of large clumps.
- B. Do **not** fertilize.
- C. Do not sow seed in prairie or wet meadow areas where standing water is present. Remove excess water.
- D. Seed immediately after scarifying. If seeding will not be completed prior to freeze up, the prairie area shall be seeded with the overseed mix at a species rate of pounds per acre indicated on the drawing, and the wet meadow areas shall be seeded with the erosion control mix at a species rate of pounds per acre indicated on the drawing.
- E. Sow prairie and wet meadow seed at a species rate of pounds per acre indicated on the drawing. Sow seed into soil in several directions to avoid uniform rows. Seed shall be sown with masons sand as a carrier. The mixture of seed to carrier shall consist of equal parts seed to sand. Lightly rake to incorporate seed into soil.
- F. The overseed mix shall be evenly planted into areas designated for prairie. Seed shall be either drilled into the soil or incorporated into the soil by other methods as directed by the CONSULTANT. Overseed at a species rate of pounds per acre indicated in this section
- G. Methods of sowing seeds:
 - 1. For small areas and on slopes 3:1 or steeper seeding shall be by hand on a calm day (winds between 0 and 5 mph). Sow evenly. Lightly rake the soil to cover the seed. Firm with roller to provide consistent soil and seed contact. For small areas, seed may be mixed with slightly moist sand to aid in uniform coverage.
 - 2. For large areas seed shall be drilled into soil with a native seed drill (a brillion seeder will not work with native seed) moving in several directions, perpendicular and parallel to contours, making two or three passes over each area to avoid uniform rows of grass and forbs. Rolling of the seedbed shall not be required with this method.
 - 3. Where the physical conditions of the site prohibit the use of the a native seed drill the broadcast method of seeding will be allowed. For broadcast seeders no seeds shall be sown during high winds (greater than 5mph) or when the bed is not in a proper condition for seeding. It is recommended that the broadcast method be used to install annual seed. Within twelve hours if conditions permit or as soon thereafter as practical, all seeded areas shall be rolled at right angles to the run-off with a drag chain to compact the seedbed and place the seed in contact with the soil.
 - 4. At the CONSULTANT'S approval hydro-seeding may be used for large area seeding. Hydro-seeding shall meet the following requirements. The hydraulic seeding equipment shall include a pump rated and operated at no less than 100 gallons per minute and no less than 100 pounds per square inch pressure. A minimum of 1,000 gallons of slurry shall be used. The tank shall have a mechanical agitator powerful enough to keep all material in a uniform suspension in the water. Calibration of the hydraulic seeding equipment shall be accurate and to the satisfaction of the CONSULTANT. When hydro seeding, the nozzle must be no closer than 15 ft. but no further than 30 ft. from the soil surface and shall be maintained at a 45-degree angle to the ground during seeding. Paper as a mulch shall

not be used. The CONTRACTOR shall submit any alternative method for hydro seeding to CONSULTANT for evaluation 30 days prior to the scheduled start date.

3.7 PREPARING BED FOR PRAIRIE AND WET MEADOW PLUGS: BIOSWALE

- A. Remove previously installed straw and netting.
- B. Mow Erosion Control cover to a one (1) inch height with a hand-held flail mower or common weed whacker.

3.8 PLUG INSTALLATION

- A. Container stock as per detail:
 - 1. Remove all containers and packaging material before planting and remove from site.
 - 2. Set plants plumb.
 - 3. Do not damage root structure.
 - 4. Thoroughly soak root matter with water.
- B. The CONTRACTOR shall be responsible to keep the plugs adequately watered, if necessary, to ensure their survival.
- C. Place mulch for native plugs to depth shown on details.

3.9 AGGRESSIVE NON-NATIVE GRASSES and FORBS

- A. Annual invasive weeds such as crabgrass, purple knapweed, purple loosestrife, yellow or white sweet clover, black medic or other invasive plants shall be spot controlled beginning in June with Herbicide-B until the end of the first full growing season and/or before the plants set seed.

3.10 EROSION CONTROL BLANKET INSTALLATION

- A. If erosion control blanket is indicated or needed in areas where plugs are present, install erosion control blanket afterseeding, but prior to plugging.
- B. Install erosion control blanket per manufacturer's specifications in locations indicated on plans. In addition, erosion control blanket shall be installed where the CONTRACTOR feels it necessary to stabilize the site. Additional blanket beyond what is indicated on the plans shall be done at the expense of the CONTRACTOR.
- C. Begin at top of the slope by anchoring the blanket in a 6" deep x 6" wide trench. Backfill and compact the trench after staking.
- D. Roll the blankets down the slope in the direction of the water flow.
- E. The edges of parallel blankets must be staked with approximately 2" overlap. When blankets must be spliced down the slope, place blankets end over end (shingle style) with approximately 6" overlap. Stake through overlapped area, approximately 12" apart.
- F. In general, stake blanket approximately one (1) stake per one (1) square foot.

3.11 MULCHING

- A. Lawn seeded areas to be mulched shall be mulched per MDOT Specifications, latest edition.
- B. For all Prairie and Wet Meadow areas: seeded areas are to be covered with Mulch for Native Seed so as not to cover more than 70% (or 1.5 tons per acre) of the soil surface and lightly disc into soil, or as otherwise directed by the CONSULTANT. Mulch shall be covered with netting as necessary to prevent its loss.

3.12 FIELD QUALITY CONTROL

- A. If sequencing of construction and seasonal limitations does not allow for grading of retention basin and subsequent establishment of wet meadow to take place prior to the installation of the storm sewer, the Contractor shall provide temporary means of diversion of storm water during establishment of all Wet Meadow Seed.

3.13 ESTABLISHMENT AND ACCEPTANCE: LAWN

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- A. Establishment of a dense stand of perennial lawn, free from mounds and depressions is the responsibility of the CONTRACTOR. Any part of the area that fails to show a uniform germination shall be re-seeded, and such re-seeding shall continue until a dense lawn is established.
- B. Irrigation: The CONTRACTOR shall keep seeded areas moist for optimum plant growth (1 1/2" of total water per week, including rainfall) until the grass is four (4) inches high typical.
- C. Erosion shall be repaired by the CONTRACTOR.
- D. Bare spots over three (3) percent of the area or greater than one (1) square foot in size will not be allowed, unless otherwise approved by the CONSULTANT.
- E. Protection from traffic and erosion in newly seeded areas is the responsibility of the CONTRACTOR. Safety fences and/or silt fence with appropriate signage may be used at the CONTRACTOR's expense until the lawn is fully established.
- F. Initial mowing of the lawn area shall take place when grass is four (4) inches high and shall be the responsibility of the CONTRACTOR. Cutting height shall be three (3) inches minimum. Do not cut more than 1/3 of grass blade height.
- G. An approved sod may be used at the CONTRACTOR'S option and expense if he/she feels it is in the best interest of lawn establishment.
 - 1. Fertilize topsoil area to be sodded with a 5-20-20 at a rate of ten (10) pounds per thousand (1,000) square feet. Incorporate fertilizer into upper three to four inches of soil.
- H. Acceptance will be when all the above specifications have been met.

3.14 ESTABLISHMENT AND ACCEPTANCE: PRAIRIE AND WET MEADOW

- A. Establishment of a dense stand of detention perennial grasses and/or flowers as specified is the responsibility of the CONTRACTOR. Any part of the area that fails to show a uniform germination (80% for Prairie and Wet Meadow Areas) shall be re-seeded, and such re-seeding shall continue until a dense planting in these areas is established
- B. Irrigation: The CONTRACTOR shall keep plugs and seed moist for optimum plant growth (1" of total water per week, including rainfall) until the grass and/or flowers are four (4) inches high typical.
- C. Erosion shall be repaired by the CONTRACTOR.
- D. Bare spots over three (3) percent of the area or greater than one (1) square foot in size will not be allowed, unless otherwise approved by the CONSULTANT.
- E. Protection from traffic and erosion in newly seeded areas is the responsibility of the CONTRACTOR. Safety fences and/or silt fence with appropriate signage may be used at the CONTRACTOR's expense until the grasses and flowers are fully established.
- F. Initial mowing of the prairie and wet meadow areas (using flail mower) shall occur after one season of growth when the weeds are ten (10) inches high or prior to invasive weeds setting seed. Mowed height shall be 5". Weeds on slopes 3:1 or greater shall be mowed with a hand-held flail mower or common weed whacker.
- G. Provisional Acceptance: By the end of the first full growing season, 20% of the native species seeded and 80% total cover shall be established as determined by the CONSULTANT.
- H. Second Year Acceptance: By the end of the second growing season, 40% of the native species seeded and 90% total cover shall be established as determined by the CONSULTANT.
- I. Acceptance will be when all the above including subsequent Native Seed Weed Control requirements as specified in the Plant Maintenance and Guarantee Section of these specifications have been met.

END OF SECTION

SECTION 02930 PLANTING

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide and install planting where shown on drawings as specified herein including but not limited to all mulch, soil amendments, topsoil, fertilizer, water, and support, as needed for a complete and proper installation
- B. Work shall include:
 - 1. Shrub planting

1.02 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contracting requirements, drawings and general provisions of the Contract, including General Conditions and Division 1 Specification sections, which are hereby made part of this section.
- B. Related Sections:
 - 1. Site Preparation
 - 2. Seeding and Site Stabilization
 - 3. Plant Maintenance and Guarantee Period

1.03 REFERENCE SPECIFICATION

- A. AOSA -Association of Official Seed Analysis:
- B. Rules for testing Seeds, Journal of Seed Technology, 1991 Edition
- C. TAPPI-Technical Association of the Pulp and Paper Industry
- D. AOAC - Official Methods of Analysis, Association of Official Analytical Chemists.
- E. Materials and Work covered under this Section shall be in accordance with MDOT (1996 edition), Washtenaw County, and Scio Township standards and specifications unless otherwise indicated. If a conflict exists between specifications, the more rigorous shall govern.

1.04 QUALITY ASSURANCE

- A. CONTRACTOR shall provide CONSULTANT with a list specifying sources of plant material.
- B. Inspection: The CONSULTANT may inspect plants at place of growth or on site prior to planting. Rejected material shall be immediately removed from site. Material damaged during planting may be rejected after planting. Material approved at place of growth, but damaged during transportation may also be rejected.
- C. Installation of plants shall be carried out by Contractors and their employees who are thoroughly experienced and skilled in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this section. The CONTRACTOR shall have a minimum of five (5) years documented experience in comparable work.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Plant material delivery shall be the same day as planting. No plants shall be stored at the site without permission of the CONSULTANT. Plants shall be carefully loaded and unloaded so as not to damage branching or root mass. Dropping of material will not be allowed. Plants in full leaf shall be thoroughly wetted down and completely covered with a wet tarp during transportation.
- B. All plant roots must be kept in a moist condition.
- C. Digging and Handling Plant Material: Digging shall be during the dormant season, preferably between 1 October and 1 May. Plant material which is poorly packed, or which arrives with the roots in a dry condition, as a result of improper packing, delay in transit, or from any other cause, will not be accepted. Stock shall be handled in such a manner that the roots shall remain intact, the branches unbroken, and the bark intact and not loosened from the wood. Stock shall be protected from drying and from temperatures below 50°F and in excess of 90°F prior to planting.

1.06 SUBMITTALS

- A. The CONTRACTOR shall submit to the CONSULTANT sources for all plant material 30 (thirty) days after contract award

I. PART 2 - PRODUCTS

2.01 PLANTS

- A. Material shall be of the size, genus, species, variety and any other special designation as shown and scheduled for on the drawings, on the attached Proposal Form or in these Specifications. No substitution of species, variety or size shall be accepted without written approval from the CONSULTANT and OWNER. Plant material shall be nursery grown, under climatic conditions similar to those in the locality of the project.
- B. Quality: Plants shall comply with the recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock." Plants shall be healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sunscald, injuries, abrasions, or disfigurement.
 - 1. Plants balled with plastic burlap will not be accepted.
- C. Labeling: All plants shall be labeled with securely attached waterproof tab bearing legible designation of botanical and common name.
- D. Formal arrangements if/where shown on planting plan shall have trees selected for uniform height and spread.

2.02 FERTILIZER

- A. Fertilizer shall be slow release, at minimum 50% derived from a natural, organic source, 12-0-6 or approved substitution.

2.03 COMPOST

- A. Compost shall be used only from City of Ann Arbor, available from City of Ann Arbor Materials Recovery Facility 734-971-8600.

2.04 PLANTING MIX

- A. Planting mix shall be prepared on site by mixing four (4) parts existing soil, one (1) part decomposed organic compost and adding fertilizer at the suggested label rate or no more than 1 pound of nitrogen per 1,000 square feet of planting hole surface.

2.05 PRE-PLANTING SUPPORT

- A. Material for support for balled and burlapped and container stock through transplanting shock shall be Bio-Plex Technical Transplant Concentrate and Plant Enhancer or approved substitution. This product is available through BioPlex, Inc., 1-800-441-3573.
- B. Material for support for bare root trees shall be Bioplex 123 Bareroot Dip or approved substitution. This product is available through BioPlex, Inc., 1-800-441-3573.

2.06 WATER

- A. Source: If not available on site, water shall be provided by the CONTRACTOR
- B. Quality: Water supplied by the CONTRACTOR shall be free of substances harmful to plant growth.

2.07 MULCH

- A. Material in shrub beds and bioswale areas shall be shredded hardwood bark free of weeds, soil, sticks or trash, of a uniform appearance in depths shown on details. A sample shall be approved by CONSULTANT prior to application.
 - 1. Colored or dyed mulch will not be accepted.

2.08 LOCATION STAKES

- A. Stakes for plant locations shall be 1" X 2" X 3', and supplied by the CONTRACTOR.

II. PART 3 - EXECUTION

3.01 PLANTING SUPPORT

- A. Upon receipt of containerized or balled and burlapped shrubs (if shrubs are planted from May through August, or there are drought conditions during September through April), the CONTRACTOR shall give both a foliar application (through spray) and upon planting, root application of Bio-Plex Technical Transplant Concentrate and Plant Enhancer to each balled and burlapped specimen per manufacturer's instructions on label.

3.02 LAYOUT

- A. Locations of shrubs shall be established by the CONTRACTOR according to plans.
- B. Locations for shrubs shall be identified with stakes. Different species shall be clearly labeled and marked with different color ribbon, paint or permanent marker on the stake.
- C. Review: The CONTRACTOR shall notify the CONSULTANT when staking is completed and allow two working days for modifications and notice to proceed with planting.

3.03 SHRUB PLANTING

- A. Balled and/or container stock as per detail:

1. Set plants plumb.
2. B&B stock:
 - a. Remove all bindings and burlap from top one half of ball and remove from site.
 - b. Cut wires of basket and fold completely down into hole.
3. Container stock:
 - a. Remove all containers and packaging material before planting and remove from site.
4. Backfill with planting mix. Water and foot compact at intervals. Do not damage root structure.
5. Mulch to a two (2) inch depth and soak the mulch with water. Thoroughly soak root ball with water.
6. Prune all dead wood at first live lateral bud in accordance with standard horticultural practices using sharp instruments cleaned frequently. If necessary, any additional pruning will be directed by the CONSULTANT. Do not prune terminal leader or branch tips. A plant's natural form shall not be compromised by any pruning activities. Promptly remove all pruned material from site.
8. Remove all nursery applied tape or string from plant. Remove any tags or labels and remove from site.

END OF SECTION

SECTION 02940 PLANT MAINTENANCE and GUARANTEE PERIOD

PART 1 - GENERAL

1.01 SUMMARY

- A. The CONTRACTOR shall furnish all labor, materials, equipment, transportation, services and necessary appurtenant work as required to complete the work as shown on the Plans and/or as specified herein.
- B. Extent of work shall include but not be limited to:
 - 1. Disease and insect control
 - 2. Pruning
 - 3. Fertilizer Application
 - 4. Mulching
 - 5. Removal of plant support and tags (if any)
 - 6. Irrigation
 - 7. Guarantee of plant material

1.02 RELATED DOCUMENTS

- A. Attention is directed to Bidding and Contracting requirements, drawings and general provisions of the Contract, including General Conditions and Division 1 Specification sections, which are hereby made part of this section.
- B. Related Sections:
 - 1. Site Preparation
 - 2. Planting
 - 3. Seeding and Site Stabilization

1.03 REFERENCE SPECIFICATION

- A. Materials and Work covered under this Section shall be in accordance with MDOT (1996 edition), Washtenaw County, and Pittsfield Township standards and specifications unless otherwise indicated. If a conflict exists between specifications, the more rigorous shall govern.

1.04 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.05 DEFINITIONS

- A. Definition of Period for lawn and plant material: The First Maintenance and Guarantee Period begins the spring following planting and continues until the end of that growing season. The Second Maintenance and Guarantee Period is the following growing season. A growing season is defined as the beginning of May through mid- November. If planting is not completed prior to the end of May, the First Maintenance and Guarantee Period includes the remainder of that growing season plus the next growing season.
- B. Definition of Period for Wet Meadow and Bioswale areas: The First Maintenance and Guarantee Period begins the spring following planting and continues until the end of that growing season. The Second Maintenance and Guarantee Period is the following growing season. A growing season is defined as the beginning of May through mid-November. If planting is not completed prior to the end of May, the First

Maintenance and Guarantee Period includes the remainder of that growing season plus the next growing season.

1.06 SCHEDULE

- A. Schedule: A minimum of one visit is required for each of the following time periods during the First and Second Maintenance and Guarantee periods.
 - 1. 1 June to 15 June
 - 2. 23 June to 7 July
 - 3. 15 July to 29 July
 - 4. 4 August to 18 August
 - 5. 5 September to 19 September
 - 6. 1 November to 15 November
- B. Verification of visits may be required by the OWNER in the form of reports and/or certified payroll covering visits.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Packaged materials shall be delivered in original containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and storage.

PART 2 - PRODUCTS

2.01 PESTICIDES & HERBICIDES

- A. Herbicide-A. Glyphosate, a non-selective herbicide shall be used to eradicate existing vegetation. It shall be used according to the manufacturer's label.
- B. Herbicide-B. Sethoxydim, a selective herbicide shall be used to selectively remove invasive grass from wet meadow planting. It shall be used according to the manufacturer's label.
- C. Materials shall comply with Local, State and Federal regulations.
- D. Common IPM (Integrative Pest Management) practices shall be followed. Pesticides and herbicides shall be used as a last resort.

2.02 FERTILIZER

- A. Materials shall conform to the standards of the Association of Agricultural Chemists and shall comply with State and Federal regulations.
- B. Fertilizer for woody plants except for detention shrubs shall be an organic, slow release at a ratio of 3-1-2 or 3-1-1 or approved substitution. There shall be no fertilizer applied to detention shrubs or mitigation trees and shrubs.

2.03 WATER

- A. Source: If not available on site, shall be provided by the CONTRACTOR.
- B. Quality: Water supplied by the CONTRACTOR shall be free of substances harmful to plant growth.

2.04 BIOSWALE MULCH

- A. Material shall be shredded hardwood bark free of weeds, soil, sticks or trash, of a uniform appearance, two (2) inches minimum in bioswale areas.
 - 1. Colored or dyed mulch will not be accepted.

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PART 3 - EXECUTION

3.01 DISEASE and INSECT CONTROL

- A. Monitoring for diseases and insects shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall monitor all plants at all times for disease and insect problems.
- B. Treatment shall take place in accordance with common IPM practices.
- C. Pesticides shall only be used when and where necessary as approved by the OWNER. Manufacturer's directions and precautions must be followed literally. Applicators shall be licensed by the State of Michigan. Applicators shall be knowledgeable in the application of pesticides and appropriate equipment used. Excess pesticides shall be properly removed from the site.

3.02 PRUNING

- A. Prune all dead wood at first live lateral bud in accordance with standard horticulture practices using sharp instruments cleaned frequently. Pruning shall enhance plant development and ornamental qualities. Do not prune terminal leader or branch tips. A plant's natural form shall not be compromised by any pruning activities.
- B. Additional pruning may be required at the request of the OWNER in order to decrease public liability factors.
- C. Remove immediately after pruning all dead, broken and diseased growth and other pruning debris from the site and dispose of in an environmentally sensitive manner.
- D. Plant material that is "topped" by the CONTRACTOR shall be replaced at the CONTRACTOR's expense.

3.03 FERTILIZER APPLICATION

- A. Application shall be according to manufacturer's directions.
- B. Timing for woody plants shall be November of the Second Maintenance and Guarantee Period
- C. Topdress at a rate of 6 pounds of nitrogen per 1,000 square feet.

3.04 WEEDING

- A. Frequency shall be every visit.
- B. Methods: Weeds shall be removed by hand. Before application of any herbicide the CONTRACTOR shall receive approval of the OWNER. A selective herbicide shall be applied according to manufacturer's directions.

3.05 BIOSWALE MULCHING

- A. Monitoring: All mulch beds shall be reviewed in June and September for each Maintenance and Guarantee Period. Any beds that do not meet the following conditions shall be replenished.
 - 1. Depth shall be two (2) inches typical shredded hardwood bark for plug planting areas.

3.06 REMOVAL of TREE SUPPORT and TAGS

- A. Repair all damaged guys and stakes during First Maintenance and Guarantee Period
- B. Remove all stakes, guys, labels and support material at the end of the First Maintenance and Guarantee Period and remove from site.

3.07 IRRIGATION

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- A. Monitor all plants during site visits for water stress.
- B. Water as required to keep plants in optimum condition (1 inch of total water per week, including rainfall). Apply water in a slow trickle to allow water to penetrate down into root zone of plant.

3.08 WET MEADOW SEED WEED CONTROL

- A. Subsequent mowing of wet meadow seed area shall occur prior to invasive weed species (Crab Grass, Sweet Clover, Burdock, Wild Carrot, Purple Knapweed, Purple Loosestrife, Phragmites, Black Medic, etc.) setting their seed or as determined by CONSULTANT.
- B. Post planting management procedures for wet meadow area may consist of, but are not limited to the following:
 - 1. A late winter/early spring burn to encourage native plants, control invasive weeds and prevent excessive build-up of thatch. An annual burn after the first complete growing season is highly recommended to support the success of the native plant communities in the wet meadow area.
 - 2. During first growing season, as planting grows to 10" throughout the growing season, mow to 5" height to strain cool season grasses and invasive weeds.
 - 3. During the early spring of second growing season, when planting has grown to 10", mow to 5" height to strain cool season grasses and invasive weeds.
 - 4. Cut invasive weed species (do not pull from ground and disturb the soil).
 - 5. Spring or fall dormant seasons application of a non-selective herbicide to control cool season grasses and invasive weeds. As directed by the OWNER.
 - 6. Summer application of a selective broadleaf herbicide to control invasive weeds. As directed by the OWNER.
- C. Acceptance will be when all the above requirements have been met.

3.09 GUARANTEE of MATERIAL

- A. Responsibilities: The CONTRACTOR shall replace, at no cost to the OWNER, all dead vegetation during the First and Second Maintenance and Guarantee Periods.
- B. Judgment of the plant's health will be the CONSULTANT'S or the OWNER'S.
- C. Planting methods shall be the same as specified herein and in the planting details unless directed by the CONSULTANT.
- D. Limits: Plants replaced during the Maintenance and Guarantee Periods are only under guarantee during those periods.
- E. Bond: The CONTRACTOR must obtain a bond, payable to the OWNER, for 100% of the base bid for the First and Second Maintenance and Guarantee Periods. The bond shall be in effect for both the First and Second Maintenance and Guarantee Periods starting the date of final acceptance by the OWNER.

END OF SECTION

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