



BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

## #6547

### NORTHFIELD WOODS PRESERVE

### PARKING LOT IMPROVEMENTS

for:

*Washtenaw County  
Parks and Recreation Commission  
Ann Arbor, Michigan*

Prepared by:

Washtenaw County  
Purchasing Division  
Administration Building  
220 N. Main B-35  
Ann Arbor, MI 48104

Robert G. Devault, C.P.M.  
Purchasing Manager  
(734-222-6768)



**WASHTENAW COUNTY  
FINANCE DEPARTMENT**

Purchasing Division

220 N. Main, Ann Arbor, MI 48104  
Phone (734) 222-6760, Fax (734) 222-6764

**REQUEST FOR PROPOSAL #6547**

July 15, 2010

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission is issuing a Sealed Request for Proposal (RFP) #6547 for the construction of a parking lot for Northfield Preserve trailhead in Northfield Township.

**Sealed Proposals:** Contractor will deliver **one (1) original and three (3) copies** of the bid proposal to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
Ann Arbor, MI 48104**

**By 2:00 p.m. on Tuesday August 3, 2010**

A mandatory pre-bid meeting and site walk scheduled for Monday July 26, 2010 at 4pm shall be attended by all General CONTRACTORS who will be submitting bids. The mandatory pre-bid meeting and site walk will be located on Northfield Church Road, north of Joy road in Northfield Township, Michigan. This meeting will consist of a review of the bid documents and allow for a one time contractor pre-bid site inspection.

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

- The envelope should be clearly marked "**SEALED RFP # 6547**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760** or [devaultb@ewashtenaw.org](mailto:devaultb@ewashtenaw.org).
- Please direct technical questions regarding this RFP to Richard Kent, Park Planner at **734-971-6337, ext 319** or [kentr@ewashtenaw.org](mailto:kentr@ewashtenaw.org)

Thank you for your interest.

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**DIVISION 0**  
**CONTRACT DOCUMENTS**

**PROPOSAL INFORMATION**

**I. PROPOSAL DEFINITIONS**

<b>Definitions</b>	<b>“Bidder”</b>	An individual or business submitting a bid to Washtenaw County
	<b>“CONTRACTOR”</b>	One who contracts to perform services in accordance with a contract
	<b>“County”</b>	Washtenaw County in Michigan
	<b>“WCPARC”</b>	Washtenaw County Parks and Recreation Commission
	<b>“WCRC”</b>	Washtenaw County Road Commission
	<b>“PROFESSIONAL”</b>	The Mannik and Smith Group Inc. (MSG) an authorized representative of WCPARC licensed to practice engineering and has the rights and authority assigned in the Contract Documents.

**II. TERMS**

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

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

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

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

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR’S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

## RFP #6547 Northfield Preserve Parking Lot Improvements

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

### III. PROPOSAL SPECIFICS

#### A. GENERAL

##### I. Purpose of Proposal:

The purpose of this Request for Proposal (RFP) is to obtain bids from qualified CONTRACTORS to provide the labor, materials, and equipment necessary to construct a parking lot for the Northfield Preserve trailhead. Northfield Preserve is located on Northfield Church Road just north of Joy Road in Northfield Township. The work will include installation of a gravel parking lot with gravel drive approach, bike racks, signs, bollards, landscaping, invasive species removal, site restoration and prairie establishment.

The bidder must demonstrate knowledge and considerable experience in site restoration, construction of a gravel parking lot, and landscape installation. Bidders must complete the Experience and Qualifications section of this RFP. A Lump Sum bid price and Unit Prices are requested for construction services. Based on the response to this RFP, including a schedule for completion of work, experience, ability, financial standing and bid prices submitted, the County will select a CONTRACTOR to provide the required services.

The County would like this work to begin on or about August 23, 2010 with substantial completion of construction by September 30, 2010. Prairie seeding is to be complete by June 1, 2011. A 2 year contract for the establishment and maintenance of the prairie area is continuous through the end of December 2012.

##### II. Issuing Office

The RFP is issued by the WCPARC. All correspondence, questions and additional information regarding this RFP shall be addressed to:

Richard Kent, Park Planner  
Washtenaw County Parks and Recreation Commission  
PO Box 8645  
Ann Arbor, Michigan 48107

Telephone: (734) 971-6337 x319  
Email: [kentr@ewashtenaw.org](mailto:kentr@ewashtenaw.org)

### III. Proposals

**Four (4)** copies of the proposal shall be submitted (one unbound for copying). The total submittal shall not be more than 10 pages (letter size) with material on two sides. To be considered, each firm must submit a complete response to this RFP using the format provided in Proposal Specification (page 4). No other distribution of proposals is to be made by the submitter. The proposal must be signed in ink by an official authorized to bind the submitter to its provisions.

### IV. Changes in RFP

Should any prospective proposer be in doubt as to the true meaning of any portion of this Request for Proposals, or should the proposer find any patent ambiguity, inconsistency or omission therein, the proposer shall make a written request for an official interpretation or correction. Such requests shall be submitted to the issuing office not less than seven (7) days prior to the final date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the WCPARC may decide to include, will be made only as an addendum, which will be mailed or delivered to each firm recorded as having received a copy of the RFP. Any addendum issued by the WCPARC shall become a part of the RFP and shall be taken into account by each proposer in preparing his or her proposal.

### V. Proposal Receipt

Proposals must arrive at Washtenaw County Purchasing, Administration Building, 220 N. Main, Ann Arbor, MI 48104 on or before **2:00 pm, Tuesday, August 3, 2010**. Prospective firms are responsible for the timely delivery of their proposal.

### VI. Disclosures

All information in a submitter's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act." This Act also provides for the complete disclosure of contracts and attachments thereto. All unsuccessful proposals will be retained for thirty (30) days after acceptance of the successful proposal.

### VII. Type of Contract

A standard Washtenaw County Service Contract will be executed between the WCPARC and the CONTRACTOR (see Appendix A, Example Contract). The WCPARC reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the WCPARC's sole judgment, the best interests of Washtenaw County will be so served.

### VIII. Cost Liability

The WCPARC assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a Service Contract. A copy of the service contract with WCPARC is provided herewith as Appendix A.

**IV. PROPOSAL SPECIFICATIONS**

The proposal should include all of the following information:

- A. Bidder's Qualifications, years of experience. Describe experience in providing the level and type of service specified in the proposal (form found in Appendix B, Forms).
- B. At least five (5) references covering similar services. Include company name, contact name, phone number.
- C. CONTRACTOR must complete the BIDDERS QUALIFICATION AND EXPERIENCE STATEMENT (Appendix B).
- D. Accompanying this Proposal must be a Bid Bond or Certified Check in the amount of 5% of the amount of the bid submitted, made payable to the WCPARC.
- E. A signed MEMORANDUM OF UNDERSTANDING is required from the CONTRACTOR for work activities conducted by subcontractors and union or skilled trade workers (form found in Appendix B).

**V. PERFORMANCE SCHEDULE**

The CONTRACTOR will complete the construction work required for the project within 60 days from the date of a notice to proceed. Substantial completion of the construction is to be by September 30, 2010. Prairie seeding is to be complete by June 1, 2011. A 2 year contract for the establishment and maintenance of the prairie area is continuous through the end of December 2012.

**VI. SCOPE OF SERVICES**

The following section summarizes the Scope of Services to be performed for Northfield Preserve.

**Northfield Preserve Parking Lot:**

The CONTRACTOR will provide all the materials, labor, materials, and equipment necessary to construct a parking lot for the Northfield Preserve trailhead. The work will include installation of a gravel parking lot with gravel drive approach, bike racks, signs, bollards, landscaping, invasive species removal, site restoration and prairie restoration.

Summer-Fall 2010

Removal of:

**A. Vegetation**

- 1. Removal of trees and brush as specified on plans.
- 2. Clear and grub surface to prepare for construction.
- 3. Apply herbicide to areas where invasive species have been removed.

Installation of:

**B. Parking Lot**

1. Install gravel parking lot as specified on plans.
2. Install gravel drive and approach per MDOT standards.

**C. Bike Racks**

1. Install concrete pad and bike racks as specified on plans.

**D. Signs**

1. Install kiosk and preserve entry sign as specified on plans. Signs to be provided by WCPARC.

**E. Landscaping**

1. Install trees and shrubs as specified on plans.
2. Seed with Seed Mix A around parking lot as specified on plans.
3. Seed with Seed Mix B and C as specified on plans before October 1 or seed in the spring of 2011. Seeding in the fall is preferred.

Spring-Fall 2011

**F. Site Restoration**

1. Seed with Seed Mix A and B as specified on plans before June 1 if seeding was not completed in Fall 2010.
2. Provide spot applications of herbicide as specified.
3. Mow seeded areas.
4. Reseed any areas that have not been established.

Spring-Fall 2012

**F. Site Restoration**

1. Provide spot applications of herbicide as specified.
2. Mow seeded areas.
3. Reseed any areas that have not been established.

**RFP #6547 Northfield Preserve Parking Lot Improvements**

**VII. BID PRICES**

**Bid Unit Prices  
Northfield Preserve Parking Lot Improvements  
Northfield Church Road  
Northfield Township, Michigan**

Unit prices for the Northfield Preserve Parking Lot must be provided for the following:

<b>Item No.</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Lump sum</b>
1	Clear and grub, woody species and trees less than 6" caliper (2 acres)		
2	Prepare grade for Seed Mix A and B including tilling and 2 herbicide applications (2 acres)		
3	Fine grading and seeding of Seed Mix A with topsoil		
4	Fine grading and seeding of Seed Mix B		
5	Removal of woody invasive species and trees less than 6" caliper (6 acres)		
6	Fine grading and spot seed bare areas with Seed Mix C (6 acres)		
7	Install gravel parking lot, drive and approach		
8	Install culvert		
9	Install landscaping		
10	Install bollards, signs and bike racks		
11	Bio swale grading and preparation		
12	Bio swale planting		
<b>Bid for Northfield Preserve Parking Lot (Total Items)</b>		<b>\$</b>	
<b>Alternates</b>			
1	2 year Maintenance contract Mowing twice a year total of 4 mowing visits (8 acres)		
2	2 year Maintenance contract Herbicide spot application twice a year total of 4 applications (2 acres)		
<b>Alternate for Northfield Preserve Parking Lot (Total Items)</b>		<b>\$</b>	

**RFP #6547 Northfield Preserve Parking Lot Improvements**

**VIII. SIGNATURE PAGE**

The undersigned agrees to enter into an agreement with the County to provide the services required to construct a parking lot and prairie establishment for the Northfield Preserve trailhead.

Total bid for Northfield Preserve Parking Lot Improvements: \$\_\_\_\_\_

ABOVE AMOUNT IN WORDS \_\_\_\_\_ dollars

Total bid for Northfield Preserve Parking Lot Improvements Alternates: \$\_\_\_\_\_

ABOVE AMOUNT IN WORDS \_\_\_\_\_ dollars

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City St. Zip

\_\_\_\_\_  
Telephone # Fax #

\_\_\_\_\_  
Purchase Order email Address

\_\_\_\_\_  
Federal Tax ID #

By checking this box we hereby certify that we are a Washtenaw County company as defined in paragraph II.,F. above . If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

The above individual is authorized to sign on behalf of the company submitting proposal. This bid is valid for 60 days from the date of the above signature.  
**Include this signed sheet in your proposal.**

**IX. INSTRUCTIONS TO BIDDERS**

**PROPOSALS**

Each Proposal shall be made on a form prepared therefore by the PROFESSIONAL and included as one of the Contract Documents and shall be submitted in a sealed envelope bound together with the other Contract Documents except the Plans, bearing the title of the Project and the name of the Bidder.

**DELIVERY OF PROPOSALS**

Proposals shall be delivered by the time and to the place stipulated in the Advertisement for Proposals. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the bid date and time specified in the Advertisement shall be returned to the Bidder unopened.

**OPENING**

Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.

**WITHDRAWAL BEFORE OPENING**

Any Bidder may withdraw his Proposal, either personally or by telephone or written request, at any time prior to the scheduled time for Opening of Proposals.

**DISCREPANCIES**

In case of a difference between the stipulate amounts in the Proposal written in words and the stipulated amounts written in figures, the stipulated amounts written in words shall govern.

**MODIFICATIONS**

Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless expressly requested. Oral proposals or modifications will not be considered. Conditional proposals of conditions attached to proposals shall have no force or effect.

**EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting his Bid, each Bidder should:

- (a) examine the Contract Documents thoroughly;
- (b) visit the site to familiarize himself with local conditions that may in any matter affect performance of the work;
- (c) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations affecting performance of the work; and
- (d) carefully correlate his observations with the requirements of the Contract Documents.

Reference is made to the General Requirements (Division 1) of the Specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which may have been

relied upon by PROFESSIONAL in preparing the Drawings and Specifications. WCPARC will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Bid, each Bidder will at his own expense make such additional survey and investigations as he may deem necessary to determine his Bid price for performance of the work within the terms of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation of the Bidder that he has complied with every requirement of this Article.

### **COMPLETE WORK REQUIRED**

It is the intent of the Contract Documents to provide that the Product to be supplied under this proposal shall be complete and ready for use in every aspect.

### **SUBCONTRACTORS: MATERIAL & EQUIPMENT QUOTATIONS**

The Bidder to whom an award is made will not be entitled to additional compensation or extension of time by reason of his failure to fully understand all subproposals or quotations.

The Bidder is responsible for all coordination between subcontractors and suppliers during the bidding and construction so that as complete project is furnished for the Contract Price and within and Contract Time. The completed project includes the furnishing of all equipment, accessories, and appurtenances necessary for the proper operation and maintenance of the Project.

### **AWARD OF CONTRACT**

WCPARC reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

In evaluating Bids, WCPARC shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. WCPARC may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. WCPARC may conduct such investigations as they deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to WCPARC's satisfaction with the prescribed time. WCPARC reserves the right to reject the Bid or any Bidder who does not pass any such evaluation to WCPARC's satisfaction.

If a Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. However, WCPARC reserves the right to by-pass the low bidder and award a contract in the best interest of the WCPARC.

If the Contract is to be awarded, WCPARC will give the apparent successful Bidder a Notice of award.

Simultaneous with the delivery of the executed counterparts of the Agreement to WCPARC, the CONTRACTOR shall deliver to WCPARC the required Contract Security.

## **INTERPRETATIONS**

All questions about the meaning and intent of the Contract Documents shall be submitted to WCPARC in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by PROFESSIONAL as having received the Bidding Documents. Questions received less than seven (7) days prior to the date of Opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **ADDENDA**

Any Addenda issued during the time of bidding or forming a part of the Contract Documents shall be included in the Proposal and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Proposal.

## **BID SECURITY**

The amount and type of Bid Security is stated in the Invitation to Bid refer to the appendix for documents. The required security in amount of 5% of the bid must be in the form of a certified or bank cashier's check made payable to WCPARC or a Bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable to Federal Bonds" as published in the Federal Register by the Audit Staff Bureaus of Accounts, US Treasury Department. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days, Sundays and legal holidays excepted, of receipt of the Notice of Award, WCPARC may annul the Notice to Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom WCPARC believes to have a reasonable chance of receiving the Award may be retained by WCPARC until the earlier of the seventh day after the executed Agreement is delivered by WCPARC to CONTRACTOR and the required Contract Security is furnished. Bid Security of other Bidders will be returned within seven (7) days of the Bid Opening.

## **CONTRACT TIME**

The number of days for the Delivery of Work (the Contract Time) is set forth in the Bid Forms and will be included in the executed Agreement. Any provisions for liquidating damages are set forth in the Contract Documents.

## **REQUIREMENT FOR SIGNING PROPOSALS**

Proposals which are not signed by the individual making them shall have attached thereto a Power of Attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

Proposals which are signed by a partnership shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-fact, there shall be attached to the Proposal a Power of Attorney evidencing authority to sign the Proposal, executed by the partners.

Proposals which are signed for a corporation shall have the correct corporate name thereof and the signatures by the president or other authorized officers of the corporation manually written below the corporate name following the word "By". If such a proposal is manually signed by an officer other than the president of the corporation, a certified copy of a resolution to the Board of directors evidencing the authority of such official to sign the

Proposal shall be attached to it. Such a Proposal shall also bear the attested signature of the corporation and the impression of the corporate seal.

All Bidders shall complete the enclosed form entitled "Legal Status of Bidder".

### **BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL**

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Proposal in this Project, unless Alternate Proposals are called for.

A person, firm, or corporation who has submitted a subproposal to a Bidder, or has quoted prices on materials and/or equipment to a Bidder, is not hereby disqualified from submitting a subproposal or quoting Prices to other Bidders.

### **EXECUTION OF AGREEMENT**

The Bidder to whom an Award is made will be required to enter into a written Agreement in the form hereto annexed, within ten (10) days, Sundays and legal holidays excepted, after being notified of the acceptance of his Proposal and receipt by him of copies of the Contract Documents to be executed.

In case of failure to comply with this requirement, he shall be considered to have abandoned all rights and interest in the Award, his Proposal Guarantee may be declared forfeited to the WCPARC and the Contract may be awarded to another.

### **INSURANCE**

The successful Bidder shall be required to carry insurance in the amounts and kinds specified in the General Conditions. Such insurance must be with companies and in a form satisfactory to the WCPARC, and certificates of such insurance must be attached to each copy of the executed Contract Documents. These certifications shall contain a provision that coverages afforded under the policies will not be cancelled or materially changed unless at least thirty (30) days prior written notice is given to the WCPARC and ENGINNER, as evidenced by return receipt of certified mail.

### **COMPLIANCE WITH PERMITS**

The successful Bidder shall comply with all required State and local construction permits and shall comply with all local building codes and inspection requirements.

### **NONDISCRIMINATION**

Contracts for work under this Proposal will obligate the Contractors and Subcontractors not to discriminate in employment practices.

Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the Award of Contract.

Successful Bidders must, if required, submit a list of all subcontractors who will perform work on the Project and written signed statements from authorized agents of the labor pools with which they will or may deal with employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246, as amended, and that said labor pools will affirmatively cooperate in, or offer no hindrance to, the recruitment, employment, and equal treatment of employees seeking employment and performing work under the Contract, or a

certification as to what efforts have been made to ensure such statements when such agents or labor pools have failed or refused to furnish same prior to the Award of Contract.

Successful Bidders must be prepared to comply in all respects with the Labor Standards contract provisions regarding nondiscrimination.

### **HEALTH AND SAFETY**

The successful Bidder shall comply with the Health and Safety Regulations, Chapter XVII of Title 29 CFR, Part 1926, as Promulgated by the Department of Labor and/or applicable State and local safety and health regulations. All questions regarding compliance and enforcement, as well as requests for the regulations should be directed to the Department of Labor and/or local agencies.

### **SOIL EROSION AND SEDIMENTATION**

The successful Bidder shall comply with the provisions of the "Soil Erosion and Sedimentation Control Act" of 1972 (Michigan P.A. 347, as amended), the "Inland Lakes and Streams Act" of 1972 (Michigan P.A. 346, as amended), and be in accordance with all applicable regulations, standards, and specifications as adopted by the local enforcing agencies.

**DIVISION 1**  
**GENERAL REQUIREMENTS**

**I. SUMMARY OF WORK**

PART 1 – GENERAL

1.1 GENERAL PROJECT DESCRIPTION

The following scope of work is not intended to represent the full amount of the work required to complete the construction of a parking lot for the Northfield Preserve trail head located on Northfield Church Road north of Joy Road in, Northfield Township, Michigan. It is to serve as a general guideline. The successful bidder will assume responsibility to assure that all facets of the work are included in their proposal.

Construct a gravel parking lot and gravel drive approach. Remove trees and brush as specified on plans, install bike racks with limestone pad, bollards, kiosk, sign, and landscaping. Provide site restoration to all disturbed areas.

1.2 SUMMARY

1.2.1 The following work items required to complete the project are summarized in Division 2.00:

- A. Earthwork
- B. Pavements
- C. Topsoil
- D. Landscaping
- E. Prairie Restoration and Site Preparation
- F. Ditchwork

1.3 COORDINATION OF NOISE, DUST AND FUMES

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

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

**II. SITE GENERAL PROVISIONS**

PART 1 – GENERAL

1.1 DESCRIPTION

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

**1.2 CLEARING AND GRUBBING**

1.2.1 Trees and shrubs are not to be removed unless required by the project scope of work and/or with the express permission of the WCPARC. Where trees are to be removed, the CONTRACTOR shall remove such trees and stumps to a depth of at least one foot below the proposed finish grade. All stumps, logs, branches and debris shall be removed from the sites and disposed of by the CONTRACTOR.

**1.3 WORK AREA AND STORAGE OF MATERIALS**

1.3.1 The working area shall be organized in an orderly manner with storage and tool sheds, sanitary facilities, parking areas for employees, and all other necessary facilities developed and maintained by the CONTRACTOR.

1.3.2 Where the CONTRACTOR is required to do work within the right-of-ways, he shall obtain necessary permits and meet the requirements of all local governments for the work and storage within their jurisdiction.

**1.4 EXISTING PUBLIC UTILITIES**

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

1.4.2 The CONTRACTOR shall make all the necessary arrangements for the provisions of all utility services, temporary or permanent, required under this contract. The CONTRACTOR shall pay all costs for such connections and services.

**PART 2 – PRODUCTS**

Not Applicable

**PART 3 – EXECUTION**

**3.1 FINISH GRADING**

3.1.1 After all backfilling and rough grading has been completed and thoroughly compacted, the entire disturbed area at the site shall be graded to smooth, even surfaces as shown by the proposed new contours shown on the Plans. The portion of the disturbed area where no new contours are shown shall be graded to smooth, even surfaces approximately the original surfaces.

3.1.2 All debris and large stones and sticks shall be removed from the work area and disposed of and the entire disturbed area made ready for the addition of topsoil and seeding.

3.1.3 After all construction has been completed, the CONTRACTOR shall spread 4 inches of approved top soil over all graded areas. The stockpiled material may be used for this purpose. If there is not sufficient top soil on the site, the CONTRACTOR shall secure and deliver to the site whatever amount is required at his own expense.

### **III. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

#### **PART 1 – GENERAL**

**SCHEDULE OF VALUES:** Before the construction start the CONTRACTOR must submit a Schedule of Values to WCPARC for review and approval, of various tasks that must be performed to complete the work. The schedule must show each task and the corresponding value to complete each task including incidental cost. The aggregate total value for all tasks must be equal to the total Contract sum including approved alternate task values.

The method of measurement and the basis of payment for each item in the Proposal will be as specified in the schedule attached. The items are generally grouped by the section of the Specifications under which the particular unit of work is detailed. There will be no payment allowed for any unit for work not specifically mentioned in the Proposal as a bid item, and any such unit of work not mentioned in the Proposal, but necessary for the completion of the Project, will be considered as incidental to the construction of the Project.

#### **MEASUREMENT**

Quantities of work completed under the Contract will be measured by the PROFESSIONAL according to the United States standard measures. When tons are specified, the unit shall be the ton of 2,000 pounds. When measurements are stated in miles, stations, acres, they will be horizontal measurements unless specified otherwise. Where measurements are specified to be “in place”, they will be taken along the actual surface of the completed item to obtain lineal, area, or volume measurements. When work is completed on a “lump sum” bases, the work will be considered complete when all aspects of the task have been completed to the satisfaction of WCPARC and the PROFESSIONAL.

Mobilization/Demobilization work task shall not exceed 10% of the base bid amount. Cost of required submittals, permitting fees, and project meetings are incidental cost associated with the identified work task unless otherwise noted.

#### **1.3 PAYMENT**

In each and every instance in the schedule attached, where a Basis of Payment is specified, it shall be understood to be prefaced by the following statement, “The contract unit price in the Proposal will be payment in full for all labor, materials, and equipment necessary to do the following according to the Plans and Specifications.” Payment shall be made on the basis of the actual quantity of the time completed and accepted at the unit price for such item named in the Proposal.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

**IV. PROJECT MEETINGS**

PART 1 – GENERAL

**PRE-CONSTRUCTION CONFERENCES:** The WCPARC will schedule a pre-construction meeting with the PROFESSIONAL and the CONTRACTOR. The CONTRACTOR shall attend and participate in a preconstruction meeting. The contractor shall be prepared to discuss project procedures, identify any project issue that may arise, discuss any deviation from submitted plans.

**PROGRESS MEETINGS:** The PROFESSIONAL will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the Work or to inspect completed Work. The CONTRACTOR must be represented at each progress meeting by persons with full authority to act for the CONTRACTOR in regard to all portions of the Work.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

**V. SUBMITTALS**

PART 1 – GENERAL

1.1 APPLICABILITY

This section applies to all administrative and technical submittals described in this document.

1.2 PRE-WORK SUBMITTALS

1.2.1 Within 10 working days following the Notice to Proceed, the CONTRACTOR shall submit three (3) copies of the following administrative submittals. The CONTRACTOR shall not initiate field activities until the Professional has reviewed and accepted these submittals.

- a. Construction Plan
- b. Health and Safety Plan (HASP)

- c. Schedule of Values
- d. Project Schedule

### 1.2.2 Health and Safety Plan (HASP)

The CONTRACTOR's HASP is provided to the PROFESSIONAL for informational purposes only and for implementation by the CONTRACTOR. The State and the PROFESSIONAL may review the HASP for completeness. Comments will be provided to the CONTRACTOR, but no approval of the HASP will be granted. Following inclusion of the comments, the PROFESSIONAL will accept the HASP.

- a. The site-specific HASP shall meet the requirements, at a minimum, of the following:
  - i. 29 CFR 1904 – Record Keeping, United States Occupational Safety and Health Administration (OSHA), as amended.
  - ii. 29 CFR 1910 – Safety and Health regulations for general Industry, OSHA, as amended.
  - iii. 29 CFR 1926: Safety and Health Regulations for Construction, OSHA, as amended.
  - iv. 49 CFR 171.8 – Hazardous Materials in Transport, United States Department of Transportation (USDOT), as amended.
  - v. 40 CFR 261.3, 264, and 265, RCRA, USEPA, as amended.
  - vi. Standard Operating Safety Guides, USEPA, November 1984.
  - vii. Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, NIOSH Publication No. 85-115, October 1985.
- b. The HASP is an enforceable document that shall guide the activities of the CONTRACTOR's and all subcontractor personnel. The HASP shall define site-specific safety provisions required for all project activities of the CONTRACTOR and subcontractors.
  - c. Hazard Communication Program – A hazard communication program shall be used in accordance with 29 CFR Part 1926.59.

### 1.2.3 Schedule of Values

Before the construction start date the CONTRACTOR must submit a Schedule of Values to the PROFESSIONAL for review and approval, of the various tasks that must be performed to complete all the Work. The schedule must show each task and the corresponding value of the task, including separate monies allocated for General Condition items and Project close-out. The aggregate total value for all tasks must be equal to the total Contract sum.

#### 1.2.4 Daily Progress and Daily Site Safety Forms

The Daily Progress Forms shall outline the Work accomplished during the reporting period and Work to be accomplished during the subsequent reporting period, problems (real or anticipated) that should be brought to the attention of the PROFESSIONAL, and notification of any significant deviation from previously agreed upon Work Plans. The Daily Site Safety Forms shall describe the safety meeting(s), any changes in protection, any safety incidents and results, and any changes to the HASP necessitated by site conditions.

#### 1.2.5 Project Schedule

The CONTRACTOR shall provide a Project Schedule that contains the following:

- a. Administrative and technical submittal dates and required approval dates
- b. Work activities and durations with expected start and finish dates
- c. Date of anticipated Substantial Completion
- d. Date of anticipated Final Completion

### 1.3 OTHER ADMINISTRATIVE SUBMITTALS

#### 1.3.1 Permits and Approvals

The CONTRACTOR shall provide the PROFESSIONAL with copies of all permits, approvals, licenses, exemptions or other governmental documents or submittals obtained or submitted as part of the Work. These documents shall be provided to the PROFESSIONAL in a timely manner.

#### 1.3.2 Backfill Material Records

The CONTRACTOR shall be provide documentation of the off-site source material soil type and non-impact (virgin material or analytical test results) prior to bringing the material on-site.

### 1.4 PROGRESS SCHEDULE:

Upon request, the CONTRACTOR must submit 2 copies of the Progress Schedule for the PROFESSIONAL and WCPARC review. The Progress Schedule Submittals are intended to show: (a) the priority and sequencing by which the CONTRACTOR intends to execute the Work (or Work remaining) to comply with Contract Times, those sequences of Work indicated in or required by the Contract Documents; (b) how the CONTRACTOR anticipates foreseeable events, site conditions and all other general, local and prevailing conditions that may in any manner affect cost, progress, schedule, performance and furnishing of the Work; and (c) how the Means and Methods chosen by the CONTRACTOR translate into activities and sequencing; and (d) the actual timing and sequencing of completed Work.

Submittals will be returned to the CONTRACTOR within fifteen Calendar Days. CONTRACTOR must resolve the issues arising from the review by the PROFESSIONAL and/or the WCPARC and submit Progress Schedule Revision. The review of the Progress Schedule by the PROFESSIONAL or the WCPARC does not create or impose on the WCPARC or the PROFESSIONAL any responsibility for the timing, planning, scheduling or execution of the Work or the correctness of any such Progress Schedule detail. The CONTRACTOR must update the schedule monthly. The correctness of Progress Schedule remains the sole responsibility of the CONTRACTOR. The CONTRACTOR is responsible for any time Delay and any cost incurred by the PROFESSIONAL, CONTRACTOR or Subcontractors/Suppliers as a result of resubmissions and re-reviews of a particular Submittal.

**PART 2 – PRODUCTS**

Not Applicable

**PART 3 – EXECUTION**

Not Applicable

**VI. REGULATORY REQUIREMENTS**

**Part 1– GENERAL:**

- 1.1 LAWS: The CONTRACTOR and its Subcontractors/Suppliers must comply with all Federal, State and local Laws applicable to the Work and site.
- 1.2 CODES: All Works must be provided in accordance with the State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq., International Building and Residential Codes and all applicable Michigan construction codes and fire safety including but not limited to: Michigan Building Code, Michigan Residential Code, Michigan Uniform Energy Code, Michigan Electrical Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Mechanical Code, Michigan Elevator Code and Michigan Plumbing Code. If the CONTRACTOR observes that any Contract Document conflicts with any Laws or the State Construction Code or any permits in any respect, the CONTRACTOR must promptly notify the PROFESSIONAL in writing. If the CONTRACTOR provides any Work knowing or having to reason to know of such conflict, the CONTRACTOR must be responsible for that performance.
- 1.3 PERMITS: All required construction permits must be secured and their fees including inspection costs must be paid by the CONTRACTOR. The time incurred by the CONTRACTOR in obtaining construction permits must constitute time required to complete the Work and does not justify any increases to the Contract Time or Price, except when revisions to the Drawings and/or Specifications required by the permitting authority cause the Delays. The CONTRACTOR must pay all

charges of Public Utilities for connections to the Work. The following permit fees will be paid by the CONTRACTOR:

- SESC Permit
- Washtenaw County Road Commission Drive Permit
- Any other Permits that may be required

1.4 ENVIRONMENTAL REQUIREMENTS: The CONTRACTOR and its Subcontractors/Suppliers must comply with all applicable Federal, State and local environmental Laws, standards, orders or requirements including but not limited to the National Environmental Policy Act of 1969, as amended, Michigan Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, Pollution Prevention Act, as amended, Resource Conservation and Recovery Act, as amended, National Historic Preservation Act, as amended and Energy Policy and Conservation Act and Energy Standards for Buildings Except Low-Rise Residential Buildings, ANSI/ASHRAE/IESNA Standard 90.1-1999.

## PART 2 – PRODUCTS

Not Applicable

## PART 3 – EXECUTION

Not Applicable

## VII. QUALITY CONTROL

### PART 1– GENERAL:

1.1 PROJECT OVERSIGHT: The PROFESSIONAL will provide project oversight to document the project is completed in accordance with the specifications and approved plans. The CONTRACTOR will notify the WCPARC and PROFESSIONAL when each work task identified in the CONTRACTOR's schedule of values is completed the PROFESSIONAL will inspect and certify the work has been completed satisfactorily or provide a punch list of items needed to correct any work deficiencies.

1.2 TESTING LABORATORY SERVICES: All tests required by the WCPARC must fulfill ASTM, ANSI, Commercial and other Standards for testing. The CONTRACTOR must submit a minimum of three copies of each test report to the PROFESSIONAL for evaluation and subsequent distribution. The following general classifications of Work require submission of test reports and/or certificates of inspection. Additional submissions may be requested by the PROFESSIONAL at any time.

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Item of Work

Test Type

Earthwork

Compaction and Density

Aggregate Pavement

Compaction and Density

1. Paid by CONTRACTOR: Density testing and disposal characterization sampling as required.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

**DIVISION 2**

**SITE WORK**

**I. EARTHWORK**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. The CONTRACTOR shall perform all excavation and backfilling necessary to complete the work. This shall include the excavation of earth and rock, the removal and disposal of unsuitable material, placement of suitable fill and backfill material and the restoration and final grading for all earth surfaces.

**1.02 WORK WITHIN RIGHTS-OF-WAY**

- A. Where the governmental bodies having jurisdiction of the streets or rights-of-way have specific specifications relating to the requirements for work within their jurisdiction, such requirements must be met as a minimum requirement, and if these Specifications impose further limitation on the work, they shall also be met as the required work standard.
- B. During all operations of the CONTRACTOR in the streets and roadways, the CONTRACTOR shall maintain barricades, lights, and warning signs as required by the agency having jurisdiction.

**PART 2 – PRODUCTS**

**2.01 BACKFILL MATERIAL**

- A. For areas not requiring “granular backfill” material, backfill shall be of the excavated material, with the exception that materials such as soft clay, topsoil, muck, cinders, vegetable matter, refuse, boulders and other objectionable and non-packing earth shall be excluded from the backfill and removed from the site. Stone larger than 3 inches in any dimension shall be excluded from the backfill and removed from the site by the CONTRACTOR.
- B. Where “granular material” backfill is required as specified herein, backfill material shall be defined as a material meeting granular material Class II as defined in 2003 MDOT 902.08.

**PART 3 – EXECUTION**

**3.01 GENERAL EXCAVATION**

- A. Excavation shall be performed by any practicable method consistent with the integrity and protection of the work and neighboring structures, workmen, and the public. Topsoil shall be separately removed and stockpiled for reuse.
- B. Foreign material or unsuitable foundation material encountered such as wood, boulders, etc., which obstruct the excavation, shall be removed. Such materials found at the bottom of the excavation shall be removed and the foundation restored with approved materials.

- C. If excess excavation is made of the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be filled with selected material solidly tamped into place, in not more than 6-inch layers to the satisfaction of the ENGINEER, before the construction work proceeds. At the direct of the ENGINEER, the excess excavation may be filled with 2,000 psi concrete at the CONTRACTOR's expense.
- D. The excavation shall be kept dry during the work. Where water is encountered in the excavation, it shall be removed by pumping or well points. All necessary precautions shall be taken to prevent damage to existing wells and to completed or partially completed structures. The CONTRACTOR shall be responsible for all damaged cause by him due to inadequate or improper protection.

### 3.02 PREPARATION OF SUBGRADE FOR PAVED SURFACES

- A. The bottom of the excavation for the pavement or top of the fill shall be known as the pavement subgrade and shall be smoothed, trimmed and compacted to the required line, grade and cross section to receive the road metal. It shall be thoroughly compacted by rolling with a roller of approved type weighing not less than 8 tons. The subgrade shall be compacted to at least 95% of the maximum density as designated by the test method AASHTO T-180. Inaccessible areas, where rolling is not practical, shall be thoroughly compacted before mechanical tampers capable of striking a blow equivalent to at least 250 foot-pounds per square foot. The subgrade thus formed shall be maintained in a smooth and compacted condition until the pavement has been placed. No base course, surfacing, curb, or curb and gutter, shall be placed until the subgrade has been reviewed by the ENGINEER. The subgrade shall be finished in an acceptable condition at least one day in advance of the pavement construction at all times. Six inches of compacted depth of granular material shall be used where incompactable soil is encountered. The granular fill shall conform to the 2003 MDOT 902.08, Class II, compacted to 95% of its density, unless otherwise shown on the Plans.
- B. Immediately prior to placing the pavement, the subgrade shall be tested for conformity with the cross section shown on the Plans by means of an approved template riding on the curb and gutter sections or on side forms. If necessary, materials shall be removed or added, as required, to bring all portions of the subgrade to the correct elevation. Corrected portions shall then be thoroughly compacted and again tested with template. Pavement material shall not be placed at any portion of the subgrade which has not been tested for correct elevation.
- C. The finished subgrade shall be maintained in a smooth and compacted condition until the pavement is placed. No storage piles of fine or coarse aggregates shall be placed directly upon the finished subgrade. Should the subgrade become rutted or disturbed in any manner, it shall be reshaped and recompacted.

3.03 GRADING

- A. The CONTRACTOR shall grade the site to achieve the elevations as shown on the Plans. All distributed areas beyond the grading limits shall be restored to prior condition.
- B. Surplus excavated material not needed for embanking shall be disposed of by the CONTRACTOR.
- C. All temporary earth changes shall be conformance with the Soil and Erosion Act.

3.04 RESTORATION

- A. Where the excavation is located beside a ditch and/or where an existing ditch is filled or disturbed in the CONTRACTOR's operations, the CONTRACTOR shall clean, repair, or replace the ditch with properly pitched bottom and slide slopes and of section and capacity not less than the original section.
- B. Where excavation has been through lawn areas, the CONTRACTOR shall restore the disturbed area by placing topsoil and seeding over the final backfill material.
- C. The CONTRACTOR shall remove excess dirt and other construction material from the site of the work and leave the site in a condition equal to its original state.
- D. The final condition of the streets and roadways shall be subject to the approval of the governmental body having jurisdiction thereof, as well as review by the ENGINEER.

## **II. PAVEMENTS**

### **PART 1 – GENERAL**

#### **1.01 DESCRIPTION**

B. The CONTRACTOR shall furnish all labor, materials, tools and equipment necessary to construct the various pavements and walks as described herein and/or shown on the Plans.

C. This work shall include, but not necessarily be limited to, the following:

1. Aggregate Paving

D. Where MDOT occurs in statements in this Section, it shall mean Michigan Department of Transportation (2003 Ed.)

#### **1.02 RELATED WORK**

A. Preparation of a stabilized subgrade is described in Section I - Earthwork.

### **PART 2 – PRODUCTS**

#### **2.01 SUBBASE**

A. Subbase shall meet the requirements of MDOT Specification 902.08, Class II.

#### **2.02 AGGREGATE BASE COURSE**

A. Aggregate shall meet the requirements of MDOT Specifications for 23A limestone.

### **PART 3 – EXECUTION**

#### **3.01 AGGREGATE PAVEMENT**

A. Aggregate base course shall be placed on a prepared subgrade and compacted to the depth as shown on the Plans, and shall conform to WCRC standards.

B. Aggregate surface courses shall be compacted to 95% density, 12 inches in depth unless otherwise shown on the Plans and shall conform to MDOT Specification 306.

**III. TOPSOIL**

**PART I – GENERAL**

1.1 Summary: Provide topsoil for bioswale, planting bed, and area to receive seed mix A as indicated on the drawings. The work includes, but is not limited to the following:

- A. Topsoil, including new material provided from off-site.
- B. Topsoil amendments and fertilizers
- C. Topsoil preparation, including screening

1.2 Submittals: Submit topsoil testing results and recommended amendments, prior to the start of any work, as described below.

- A. The contractor is responsible for obtaining all required permits, inspections, and examinations. The contractor is responsible for any and all costs associated with all permits, inspections, and examinations.

1.3 Quality Assurance

- A. Provide soil analysis from a qualified, independent soil testing agency. Individual analysis for both stockpiled and imported topsoil results shall be submitted.
- B. Provide the following data for topsoil and compost intended for use on site: Organic matter content, available phosphorus, exchangeable potassium, magnesium, calcium, soil pH, cation exchange capacity, percent base saturation of cation elements, soluble salts, sulfur, zinc, manganese, iron, copper and boron.
- C. Recommendations on type and quantity of soil amendments required to establish satisfactory pH factor and providing nutrients for planting requirements for this project.
- D. Particle Size Analysis indicating percentages of sand, silt and clay, utilizing the hydrometer method.
- E. Mechanical Sieve analysis as outlined below:

	<u>Passing</u>	<u>Retained</u>	<u>Percentage</u>
1.	1" Screen		100%
2.	1" Screen	¼" Screen (gravel)	≤ 3%
3.	¼" Screen Mesh Sieve	No. 140 USS	40-60%
4.	No. 140 USS Mesh Sieve		30-35% (Very fine sand, silt and clay)

- F. Report suitability of growth of applicable planting materials. State recommended quantities of nitrogen, phosphorous and potash nutrients and any limestone,

aluminum sulfate or other soil amendments to be added to produce satisfactory topsoil.

- G. Label each sample separately. Indicate if sample is from imported source, and indicate source, or whether topsoil is from an on-site stockpile.
- H. Soil Testing Agencies: Note: Send a copy of this specification, along with the samples, to the testing agency.

- 1. Soil and Plant Nutrient Laboratory  
A81 Plant and Soil Sciences Building  
Michigan State University  
East Lansing, MI 48824  
517-355-0218

### 1.3 Delivery, Storage and Handling

- A. Topsoil: Store and protect stockpiled and imported topsoil at an approved area of the site. Protect topsoil from excessive leaching by covering with tarps or seeding with annual rye, temporary seed mix, if topsoil is to be stockpiled for more than four weeks.
- B. Soil Amendments and Fertilizer:
  - 1. Deliver amendments and fertilizer materials in original, unopened and undamaged containers. Containers shall show weight and analysis of materials, name of manufacturer and conformance to federal and state regulations.
  - 2. Bulk amendments and fertilizers shall be delivered and stored on site in an approved area. Provide analysis, weight, name of manufacture and conformance to federal and state regulations.

## PART II – PRODUCTS

### 2.1 Topsoil

- A. Existing Topsoil: Not Available
- B. Do not mix stockpiled and imported topsoil, unless approval has been received from the Landscape Architect.
- C. Imported Topsoil: Obtain topsoil from naturally well-drained sources, where the topsoil occurs at least four inches deep. Do not obtain topsoil from bogs or marshes.
- D. Topsoil Characteristics:
  - 1. All topsoil shall be fertile, friable and natural, of loam character, without any subsoil material, coarse sands or clay, in excess of requirements noted in this section.
  - 2. Topsoil shall be clean of stones one inch or larger in any dimension, clay lumps, plants, roots, sticks and other foreign materials harmful to plant growth.

3. Topsoil pH shall range between 5.0 and 7.5. Required additives shall be provided as required by the soil tests.
4. Organic content shall not be less than four percent, or greater than ten percent.
5. Clay content shall not be less than five percent, or greater than fifteen percent.
6. Sodium absorption ration (SAR) in relation to calcium and magnesium: 3-10.
7. Soluble salts (ECe) shall be less than 3 ds/m.
8. Particle size shall be as noted above.

## 2.2 Soil Amendments

### A. Inorganic Amendments:

1. Lime: Natural, dolomitic limestone containing not less than eighty percent of total calcium carbonates, with a minimum of thirty percent magnesium carbonates, ground so that not less than ninety-nine percent passes through a No. 8 mm sieve, and not less than seventy-five percent passes through a No. 6 sieve.
2. Aluminum Sulfate: Commercial grade, unadulterated.
3. Sharp Sand: Clean, washed, natural sand, free of toxic materials.
4. Perlite: Horticultural perlite, soil amendment grade.
5. Vermiculite: Horticultural grade, free of toxic substances.

### B. Organic Amendments

1. Mature Compost: Compost must be certified and meet the requirements of the "Seal of Testing Assurance Program" of the US Composting Council (USCC), as well as the following: Compost shall have a pH in the range of 5.5-7.5. Soil moisture shall be 35-50% C:N ratio shall be between 25-40%.
2. Organic Fertilizer: Fertilizer shall be OMRI (Organic Materials Review Institute) certified organic. Nature Safe, Sustane Natural Fertilizer, Green Sense, or other approved equal. Fertilizer shall be delivered to the site in original, unopened containers, clearly indicating the manufacturer's label and guaranteed analysis.
3. Submit nutrient content of the compost, as certified, with recommendations for fertilizers.

C. Herbicide: EPA registered and approved, non-selective, systemic contact type.

D. Water: potable and non-harmful to the plants.

## 2.3 Topsoil Preparation

- A. Treat topsoil by addition of recommended amendments and fertilizers, as determined by soil tests, in order to bring the soils to the requirements of this Section. Specific amendments and fertilizer specification shall be made by the testing agency and approved by the Landscape Architect after soil samples have been tested.

- B. Amendments and fertilizers shall be uniformly spread and thoroughly cultivated into stockpiled on-site materials and imported materials, by means of a mechanical tiller, prior to placing into final locations, and according to locally accepted industry standards.

### PART III – EXECUTION

- 3.1 Subgrade: Examine the subgrade to receive topsoil, amendments and fertilizers. Do not proceed with the work in this section until unsatisfactory conditions have been corrected. Subgrade shall be within 0.10 feet of the elevation required to receive the thickness of the topsoil specified.

- 3.2 Topsoil Spreading

- A. Mowed Turf Areas: Provide sufficient approved topsoil to provide a lightly compacted thickness of four inches, unless noted otherwise on the plans.
- B. Topsoil that has become frozen or muddy shall not be used in the work. Frozen or muddy materials may be used if thawed and dried in a manner acceptable to the Landscape Architect.
- C. Spread topsoil to provide depths indicated, and work into the top four inches of the subgrade, by means of a mechanical tiller.

- 3.3 Pre-planting Weed Control:

- A. Prior to spreading topsoil, spray all areas with a non-selective, systemic contact herbicide, as recommended and applied by a licensed pest control applicator.
- B. After spreading topsoil, allow soil to sit for two weeks to allow germination of weeds. Spray all areas to be seeded with a non-selective, systemic, contact herbicide, as recommended and applied by an approved licensed landscape pest control applicator. Leave sprayed plants intact for at least fifteen days to allow for systemic kill.
- C. Prior to clearing and removal of existing weeds, request and obtain an inspection by the Landscape Architect. Mow or grub off all plants at least to the surface of the soil, over the entire area to be planted. Limit further disturbance to planting areas after topsoil has been spread and application of herbicide.
- D. Contractor is responsible for achieving weed germination prior to herbiciding and to clarify proposed method prior to start of work.
- E. Repeat the watering, weed germination, herbicide treatment and clearing and grubbing procedures as required by the Landscape Architect, until all weeds are killed.
- F. Do not begin seeding or planting work until topsoil beds are accepted by the Landscape Architect.

- 3.4 Restoration and Clean-Up

- A. Repair all scars, ruts or other marks in the ground, caused by the work of this section, and leave the ground in a neat and orderly condition.

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- B. Remove excess topsoil, unsuitable soil, and waste from the site, and dispose of waste in a legal manner.
- C. Broom clean and wash down all paved areas soiled by topsoiling operations.

## **IV. LANDSCAPING**

### **PART I – GENERAL**

#### **1.1 Summary**

Provide trees, shrubs and perennials as shown and specified. The work includes, but is not limited to the following: trees, shrubs, perennials, planting accessories and protection of existing features.

#### **1.2 Submittals**

- A. Submit each item in this section as required.
- B. Submit the planting schedule indicating anticipated dates for each plant species.
- C. Submit supplemental Tree Watering System: Submit manufacturer's product data for 20 gallon Tree Gator or 25 gallon Tree Ring or approved equal.
- D. Submit compost certification as indicated in Topsoil section.
- E. Submit list of proposed nurseries supplying plants and seeds, including name, address, phone number and contact person. Submit prior to delivery of any plant materials to the site.
- F. Submit representative samples of one-gallon size plants. Submit photos of all "specimen" quality trees and shrubs, as called out in the plant list.
- G. Herbaceous Rootstock Plant Certificate shall include:
  1. Botanical name, including cultivar, and common name.
  2. Quantity.
  3. Size.
  4. Type (Container, Bare Root, tuber...etc.)
  5. Origin (Location grown).
  6. Date and location of packaging.
  7. Name, address and phone number of supplier.

#### **1.3 Quality Assurance**

- A. Measure trees and shrubs according to ANSI Z60.1, with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above the ground for trees up to four inch caliper size, and twelve inches above the ground for larger sizes. Measure the main body of the tree or shrub for height and spread. Do not measure branches or roots tip to tip.
- B. Contractor shall have a minimum of 5 years of successful previous experience performing planting projects of comparable size and scope. Submit list of relevant, completed projects and contract amount.
- C. Contractor is required to maintain an experienced full time supervisor at the project site during times when landscape work is in progress.

1.4 Regulatory Requirements

- A. Comply with local, state and federal regulatory agency controls on use of fertilizers, herbicides, pesticides, and soil amendments, including licenses, preparation and submission of necessary notifications and reporting. Provide copies to Landscape Architect. Note: Pesticides, herbicides, and/or fertilizers may not be utilized without prior written consent of Landscape Architect and/or the Owner's Representative.
- B. Anticipate field conditions that may result in erosion, fires, noise, dust, and other potentially problematic situations and take steps necessary to reduce or eliminate these conditions in compliance with relevant ordinances and regulations.
- C. All plant stock, original and replacement, shall comply with state and federal Laws and Regulations with respect to inspection for plant diseases and insect infestations. Quality and sizes shall conform to the current edition of "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen.

1.5 References

- A. Plant names indicated shall comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed shall conform generally with names accepted by the nursery trade. Provide stock true to the botanical name, and legibly tagged.
- B. Comply with sizing and grading standards of the latest edition of the "American Standard for Nursery Stock." A plant shall be dimensioned as it stands in its natural position.

1.6 Delivery, Storage And Handling

A. Inspection:

- 1. Inspection of nursery stock may be made at the project site, by the Landscape Architect. Acceptance for planting will not be made until the stock has been delivered and inspected at the site. Inspection will include examination of the root systems of plants. Plants may be examined by removing soil from the root system of balled or container grown plants, or by digging in the nursery row. Sufficient plant root systems will be inspected for each species and separate plant sources to determine the extent and condition of the plant root systems. The contractor shall give the Landscape Architect at least seven working days notice before making any delivery of stock. Each shipment shall be accompanied by an itemized list showing sizes, species and varieties included.

B. Plant material:

1. Cover plants transported via open vehicles with a protective covering to prevent windburn.
2. Protect plant materials during delivery to prevent damage to rootball and desiccation of leaves. The Contractor is cautioned to exercise care in handling, loading, unloading and storing of plant materials. Plant materials that have been damaged in any way will be discarded, and if installed, shall be replaced with undamaged materials, at the Contractor's expense.
3. Deliver all plants with legible identification labels, stating correct plant name and size as indicated on the drawings. Label trees and bundles of containers of like shrubs or ground cover plants, with durable, waterproof labels and waterproof ink, which will remain legible for at least sixty days and until the date of final acceptance.
4. If plants cannot be planted immediately upon delivery, or within four hours, properly protect and maintain them in a healthy, vigorous manner. Shade and protect plants in outside storage areas, from the wind and direct sunlight until planted. Heel-in bareroot plants. Protect balled and burlapped plants from freezing or drying out, by covering the balls or roots with moist burlap, sawdust, woodchips, shredded bark mulch or other approved material. Provide covering that allows air circulation. Keep all plants in a moist condition until planted by watering with a fine mist spray. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break branches.
5. Handle all materials by the rootball.
6. Provide appropriate equipment for the transport, loading, unloading and handling of all plants. Broken, dropped or otherwise damaged plants will be rejected.

1.7 Project Conditions

- A. Locate and protect utilities, paving, plant materials and other facilities from damage caused by the landscape operations. Damaged items shall be repaired or replaced to the full satisfaction of the landscape architect and the owner. It is the contractor's responsibility to identify all underground utilities prior to the start of construction.

1.8 Weather

- A. Perform planting operations only when the weather and soil conditions are suitable and in accordance with locally accepted practices.

1.9 Schedule

- A. Planting times other than those indicated herein shall be acceptable to the Landscape Architect, assuming all criteria have been met.

1. Evergreen Materials: Plant evergreens between August 15 and October 15, or in spring before new growth begins. If project requirements require planting at other times, plants shall be sprayed with anti-desiccant prior to planting operations and throughout the growing seasons to maintain plant health.
2. Deciduous Materials: Plant deciduous materials in a dormant condition. If deciduous trees are planted in leaf, they shall be sprayed with an anti-desiccant prior to planting.

#### 1.10 Warranty

- A. Provide a one year warranty for all plant material beginning on the date of final acceptance of the planting installation. Inspections will be conducted by the Landscape Architect and the Owner at the time of substantial completion. The inspection shall be requested in writing by the Contractor, and will occur at a mutually agreed upon time. An additional inspection shall be conducted with the Landscape Architect and/or the Owner at the end of two years. All dead or dying plant materials will be replaced following the inspections, to the satisfaction of the Landscape Architect and the Owner.

#### 1.11 Maintenance Prior to Provisional Acceptance

##### A. General:

1. The contractor shall inspect plantings at least once per week during the installation and until final acceptance.
2. Remove and replace dead plant materials immediately upon being found, unless required by the Landscape Architect to plant in the succeeding planting season.
3. Provide careful records on a set of record drawings indicating the dates of removal and replacement of each plant.
4. Replace plant materials that are more than twenty-five percent dead, or in an unhealthy condition.
5. During the maintenance period, replace, at no cost to the Owner, plant materials that are dead or that are, in the opinion of the Landscape Architect, in an unhealthy or unsightly condition. Replacements shall conform to the quality and size of the originally specified plant.
6. Following substantial completion, and after receiving a Notice of Provisional Acceptance, all plant material shall be maintained in a vigorous condition for the following time periods:
  - 15 October, one year after fall plantings to June, one year after spring plantings.

7. The Contractor will not be responsible for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond landscape installer's control resulting from natural causes such as floods, lightning storms, freezing rains, or winds over 60 miles per hour, fires, or vandalism.
8. Following provisional acceptance, a limit of one replacement of each plant is required if plantings are found to be dead or unhealthy.

**B. Tree and Shrub Maintenance:**

1. Maintain trees and shrubs by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, tightening and repairing stakes and guy supports, and resettling to proper grades or vertical position as required, to establish healthy, viable plantings.
2. Spray as required to keep trees and shrubs free of insects and disease.
3. Maintain all plantings until final acceptance of the installation.
4. Provide watering for shrubs and trees during times of extreme heat.
5. Prior to final acceptance, remove all tree wrap, wires, stakes and guys.

**PART II – PRODUCTS**

**2.1 Plant Materials**

- A. All plants provided shall be nursery grown conforming to ANSI Z60.1, in climatic conditions similar to those in the locality of the project, for a minimum of two years. All plant stock shall be of northern origin with climate and soil conditions similar to those found in Southeast Michigan.
- B. No pruning wounds shall be present with a diameter of more than one inch. Such wounds must show vigorous bark growth on all edges.
- C. Provide "matched" plants with a shape and character that are truly matched in form. When matched plants can not be purchased locally, provide sufficient photographs of the proposed plants for approval.
- D. Provide plants typical of their species or variety, with normal, densely-developed branches and vigorous fibrous root systems. Provide only sound, healthy, vigorous plants, free from defects, disfiguring knots, sun scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers and all forms of infestation. All plants shall have a fully developed form, without voids or open spaces.
- E. Label at least one tree and one shrub of each variety and caliper, within each area. Labels shall be securely attached and utilize waterproof tags and ink. Labels shall bear a legible designation of the botanical and common names and size. Labels shall note nursery of origin, including city and state.
- F. Provide each species from a single source.
- G. Deciduous Trees: Deciduous shade trees shall be straight and symmetrical with a crown having a well developed persistent main leader. The amount of crown shall be in good, overall proportion to the total height of the tree. Where a multi-stem clump is specified, it shall have a minimum of three stems, or more as typical for the species, originating from the ground. The shape of multi-stemmed

plants shall be natural and according the species and type. A single trunk branching near the ground is unacceptable.

- H. Shrubs: Shrubs shall meet the requirements for spread and height indicated in the plant list. The measurements for height shall be taken from the ground level to the average height of the top of the plant, and not the longest branch. Single stem or thin plants will not be accepted. Side branches shall be generous and well-twigged. The plant as a whole shall be well-branched to the ground. Plants planted in rows shall be matched in form.
- I. Balled and Burlapped Plants: B&B plants shall be dug with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock." Cracked or mushroomed balls are not acceptable.
- J. Container Grown Plants: Container plants shall be grown in a container for sufficient length of time, for the root system to have developed to hold its soil together. The ball shall be firm and whole. No plant shall be loose in the container, nor shall it be root bound.
- K. The Contractor shall obtain the plant stock from reputable nurseries. Use commercially available plant stock that has been grown in local (Southeast Michigan) nurseries under similar climatic conditions. When local sources are not available, plant stock shall originate within the same approximate latitude and the same USDA hardiness zone based on climatic characteristics. Plants shall have been grown to maturity under climatic conditions that are similar to those found at the site. No plant stock or seeds shall be accepted from outside the Great Lakes Ecoregion without prior written approval from the Landscape Architect.

## 2.2 Compost

- A. Refer to Topsoil section.

## 2.3 Plant Mix

- A. Plant Mix shall consist of a thorough mixture of the following (by volume):
  - 1. 2/3 Screened Approved Topsoil. Refer to Topsoil Section.
  - 2. 1/3 Screened Approved Compost. Refer to Topsoil Section.

## 2.4 Planting Accessories

- A. Water: Water shall be free of substances harmful to plant growth.
- B. Mulch: Single shredded native hardwood bark mulch shall not be larger than three inches in length and one-half inch in width. It shall be free of wood chips and sawdust. Double shredded native hardwood bark mulch shall not be larger than one inch in length and one-half inch in width. It shall be free of wood chips and sawdust.

C. Staking and Guying:

1. Stakes: Stakes shall be rough sawn, sound, new hardwood, or pressure treated softwood. They shall be free of knots, holes or cross grains and other defects. They shall be two inches x two inches x eight feet in length. Guying takes shall be two inches x two inches x three feet in length.
2. Guy Wire: Wire shall be the requirements of ASTM A 641M, Class 1, galvanized-steel wire, 2-strand, twisted, 0.16 inch in diameter.
3. Guy Cable: Wire shall be 5-strand, 3/16 inch diameter, galvanized-steel cable, with zinc-coated turn buckles, three inch long (minimum) with two 3/8 inch galvanized eye bolts.

D. Tree Wrap: will not be used.

E. Anti-Desiccant: Protective water insoluble film emulsion providing a protective film over plant surfaces; permeable moisture retardant to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.

2.5 Supplemental Tree Watering System

A. Provide one tree bag or saucer, per tree. Supplemental watering shall remain operational for two full growing seasons following substantial completion, except as noted in this section. Product shall be acceptable to the Landscape Architect, but could include:

1. Tree Gator – 20 gallon size
2. Tree Rings – 20 gallon size
3. Alternates shall be submitted for approval by the Landscape Architect. Alternates shall be submitted a minimum of (15) fifteen working days prior to the intended date of use and installation.

PART 3 – EXECUTION

3.1 Protection of Existing Features

- A. Provide necessary safeguards and exercise caution against injury or defacement of any existing site improvements and plantings. Contractor shall be responsible for any damage and shall correct and/or replace damaged items at his expense. No trucks or vehicles of any kind shall be allowed to pass over paths, sidewalks or curbs, unless adequate protection is provided.
- B. Use all means necessary to protect planting materials before, during and after installation and to protect the installed work and materials of other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner and/or Landscape Architect, at the Contractor's expense.
- C. Contractor shall replace all existing and proposed plant material damaged due to inadequate watering during all phases of construction with plant material of like size and species.

3.2 Examination

- A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.3 Preparation

- A. Finish Grade Preparation: Ensure that finish grade is within tolerance prior to commencing planting operation.
- B. Plant Material Preparation:

- 1. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted practice.
- 2. Only as many plants as can be planted and watered on that same day shall be distributed in a planting area.
- 3. Containers shall be opened and plants shall be removed in such a manner that the ball of earth surrounding the roots is not broken. Container plants shall be planted and watered as herein specified immediately after removal from the containers. Containers shall not be opened prior to placing the plants in the planting area.

- C. Pre-Plant Weed Control:

- 1. If live perennial weeds exist on site at the beginning of work, spray with a non-selective systemic contact herbicide, as recommended and applied by an approved licensed landscape pest control advisor and applicator. Leave sprayed plants intact for at least fifteen (15) days to allow systemic kill.
- 2. Clear and remove these existing weeds by mowing or grubbing off all plant parts at least to the surface of the soil over the entire area to be planted.
- 3. Maintain site weed free until acceptance by the Owner and/or Landscape Architect, utilizing mechanical and chemical treatment.

3.4 Lay-Out of Major Plantings

- A. Stake grade elevations and layout for bed areas for all plantings. Locations shall be clearly marked on the ground by the Contractor before any plant pits are dug. The owner's representative shall approve all such locations. If underground construction or utility lines are encountered in the excavation of planting areas, other locations for planting may be recommended by the Contractor and shall be approved by the owner's representative. Layout shall be accomplished with flagged grade stakes indicating plant names and specified container size on each stake. It shall be the contractors' responsibility to confirm with the governing agencies the location and depth of all underground utilities and obstructions. Make adjustments as necessary.
- B. Provide a minimum of 12" of plant mix for shrub beds.

### 3.5 Planting

#### A. Planting of Trees and Shrubs:

1. Confirm that sub-grade conditions are satisfactory and that under drainage of the planting area has been provided.
2. All excavated holes shall have sides with roughened surfaces and shall be of a size indicated on drawing details. The use of augers for drilling tree pits will not be accepted.
3. Protect all areas from excessive compaction when trucking plants or other material to the planting site.
4. Center plant in pit or trench. Place upright and plumb.
5. Remove all containers, plastic and fiber, wire, all ropes, twine and synthetic (rot proof) wrap.
6. Face plants with fullest growth into prevailing wind, while providing the best appearance or relationship to each other or adjacent structure.
7. Set plant plumb and hold rigidly in position until soil has been tamped firmly around ball or roots. No filling will be permitted around trunks or stems.
8. All plants that settle deeper than the surrounding grade shall be raised to the correct level. After the plant has been placed, additional backfill shall be added to the hole to cover approximately one-half of the height of the root ball. At this stage, water shall be added to the top of the partly filled hole to thoroughly saturate the root ball and adjacent soil.
9. Set root flare 1 inch below adjacent finish grades, unless otherwise indicated.
10. After balled and burlapped plants are set and stabilized, remove burlap from top 1/3 of ball. Muddle planting soil mixture around bases of balls and fill all voids.

B. Filling: The planting hole or bed shall be filled with planting mixture and hand-tamped firm. After filling, an earthen basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least three (3) inches of water. The basins shall be constructed of amended backfill materials. Remove basin in all turf areas after initial watering.

### 3.6 Pruning

A. Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to shape the plant material as directed by the Landscape Architect. Pruning may not be done prior to delivery of plants.

### 3.7 Mulch

- A. Obtain approval of plantings by the Landscape Architect or the Owner's Representative, prior to installing mulch.
- B. Mulch tree and shrub planting pits and shrub beds with required mulching material 4" deep immediately after planting. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

3.8 Tree Wrap

- A. Tree wrap will not be used.

3.9 Staking/Guying

- A. Stake/guy all trees immediately after planting, but not before lawn seeding operations. Trees shall be installed plumb and rigid as indicated on drawings and maintained until final acceptance. All staking activities will be at the discretion of the landscape contractor.

3.10 Field Quality Control

A. Inspections for Acceptance of Work

1. Notify the Landscape Architect in writing of the completion of planting.
2. Within 10 days after notification of completion of work, the Landscape Architect will inspect the work and prepare a Notice of Provisional Acceptance along with a list of items that require completion or correction.
3. Issuance of the Notice of Provisional Acceptance shall constitute the start of warranty period for portion accepted.

B. Final Acceptance Inspection

1. The final inspection of all planting shall be made by the Owner, Contractor and Landscape Architect.
2. Prior to final acceptance, the terms of the warranty shall be met and the site shall be in the condition stipulated under Part 3.12, Clean-Up and Protection.
3. Final acceptance inspection of transplanted plantings will be made during the following September for fall planting and by the following June for spring planting.

3.11 Supplemental Tree Watering

- A. Install approved system (bags or saucers) following manufacturer's written specifications. Maintain a minimum of (2) two gallons of water per one foot of tree height, weekly, or as required to maintain plant health and establishment. For example, a twenty-foot tall tree shall receive forty gallons of water per week, minimum.

3.12 Cleaning

- A. After all planting operations have been completed; remove all trash, excess soil, empty plant containers and rubbish from the property. All scars, ruts or other marks in the ground caused by this work shall be repaired and the ground left in a neat and orderly condition throughout the site. Contractor shall pick up all trash no less frequently than each Friday before leaving the site, once a week, and/or on the last working day of each week. All trash shall be removed completely from the site.

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- B. The Contractor shall leave the site area broom-clean and shall wash down all paved areas within the Contract area, leaving the premises in a clean and safe condition.
- C. The landscape contractor shall return within one calendar year and remove all stakes, guys, flags, etc. and legally dispose of all materials off-site.

## V. PRAIRIE RESTORATION AND SITE PREPARATION

### Part I - General

#### 1.1 SUMMARY:

Remove all woody vegetation less than 6" caliper as shown on plans, unless flagged in the field by WCPARC. Seed the disturbed areas with native seed mix as noted. Contractor is to provide maintenance for 2 years after establishment to prevent the establishment of invasive species.

#### 1.2 SUBMITTALS:

- 1.2.1 Submit seed vendor's certification for each required seed mixture indicating:
- Name and location of seed vendor.
  - Origin of seed species.
  - Statement of purity of the grasses.
  - Estimated number of seeds per pound of each seed type.
  - Seed count and seed count percentages for each seed type.

1.2.2 Site Preparation and Seeding Schedule: Submit work schedule at least 14 days prior to the initiation of seeding work.

1.2.3 Contractor shall have a minimum of 5 years of successful previous experience with the removal of invasive species and landscape restoration. Contractor must submit list of relevant, completed projects and references with contact information. Prairie Restoration Bidder's Qualification Form can be found in the appendix.

1.2.4 The Contractor is responsible for obtaining all required inspections and responsible for any and all costs associated with the inspections.

#### 1.3 QUALITY ASSURANCE

1.3.1 Contractor is required to maintain an experienced, full time supervisor at the project site during times when removal and seeding work is in progress.

1.3.2 The Contractor shall schedule and attend a pre-installation meeting with the Landscape Architect and the Owner. The meeting will be scheduled for a time at least one week prior to the start of site preparation and seeding related work.

#### 1.4 DELIVERY, STORAGE AND HANDLING:

Deliver seed and soil amendments in original, unopened containers, showing weight, analysis, name of manufacturer and reflect conformance to State Law. Store seed and amendments in a manner to maintain viability and prevent germination.

**1.5 PROJECT CONDITIONS**

- 1.5.1 Existing features: locate and protect utilities and other facilities from damage caused by seeding operations. Damaged items shall be repaired or replaced to the full satisfaction of the owner's representative.
- 1.5.2 Weather conditions: perform vegetation removal and seeding operations only when weather and soil conditions are suitable and in accordance with locally accepted practice.

**1.6 MAINTENANCE, GUARANTEE AND REPLACEMENT**

- 1.6.1 All seeded areas shall be guaranteed for a period of 2 years, after the date of substantial completion, and before final acceptance. A final inspection, for final acceptance, will be conducted with the Owner's Representative prior to the end of the guarantee period. All dead or dying plantings will be replaced to the satisfaction of the Owner's Representative.
- 1.6.2 At least 90% of the seeded area shall be vegetated with native species or the cover crop within 60 days of seeding. It is adequate to determine if this standard has been met by means of a walk-through inspection by the contractor with the owner and Landscape Architect.
- 1.6.3 After one full growing season at least 50% of the native species seeded must be present as live plants, and areal coverage of native species should be at least 20%.
- 1.6.4 After two full growing seasons, areal coverage of native species should be at least 60%.
- 1.6.5 There shall be no single area of bare ground greater than 9 sq ft (3' x 3'). If bare areas exist, they shall be re-seeded per the procedures of this section.
- 1.6.6 At any time during the contract period no more than 10% (by areal coverage) of the seeded area shall be dominated by aggressive exotic species including but not limited to buckthorn, honeysuckle, box elder, Norway maple, tree of heaven, common burdock, Canada thistle, crown vetch, crabgrass, quack grass, autumn olive, black medic, mulberry, Japanese knotweed, cottonwood, Siberian elm, Eurasian water milfoil, common reed, reed canary grass, purple loosestrife, smooth brome, red clover, sweet clovers, non-native clovers and tall fescue.
- 1.6.7 Survival percentages shall be as described above and established during a walk through with the owner, Restoration Ecologist and Landscape Architect.
- 1.6.8 If these standards are not met, the contractor will be responsible for supplemental seedings or maintenance in accordance with the specifications and with input from the landscape architect. All replacement materials shall be guaranteed. Losses due to animal depredation, extremes in weather or precipitation, or lack of water control shall not be covered under this warranty.

- 1.6.9 Maintenance Prior to Final Acceptance: Provide all labor, equipment and services required to maintain the seeded areas in a healthy, vigorous condition during installation and until the date of final acceptance, including removal of invasive species.
- 1.6.10 Begin maintenance immediately after seeding. Inspect seeded area no less frequently than monthly during the installation period and perform needed watering and maintenance promptly. Provide written notification of scheduled of visit to the Landscape Architect and the Owner telling date and time of visit prior to visit. Contractor is to submit findings and proposed work/maintenance after visit within 2 calendar days. The Contractor is responsible for supplemental watering during the establishment period. Maintain soil moisture to a depth that will ensure seed germination and plant survival.

## **Part II - Products**

### **2.1 SEED MIX – GENERAL**

- 2.1.1 Seed counts and seed count percentages, indicated per acre in these specifications, and shall mean the total amount of pure live seed per acre for all species listed.
- 2.1.2 All seeds shall have the proper stratification and/or scarification to break seed dormancy for plantings at times other than fall.
- 2.1.3 All seeds shall be packed and covered in such a manner as to insure adequate protection against damage and maintain dormancy while in transit, storage, or during planting operations.
- 2.1.4 Seeds shall be true to their name as specified.
- 2.1.5 Seeds shall be genotypes from southeast Michigan. Proof of origin is required. The Landscape Architect shall inspect the packages prior to opening.

### **2.2 SEED MIX A: MOWED MDOT SEED THM** Seed Mix to be used around perimeter of parking lot.

**SEED MIX B: WILDFLOWER SEED MIX**  
Seed Mix to cover 2 acre area as noted on plans.

Rate: Mix listed on next page is for coverage of one acre.

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<b>Permanent Grasses/Sedges</b>			Ounces/ac
1	<i>Carex lurida</i>	Bottlebrush Sedge	4.00
2	<i>Carex stricta</i>	Tussocks Sedge	4.00
3	<i>Carex vulpinoidea</i>	Brown Fox Sedge	3.00
4	<i>Eleocharis palustris</i>	Spike Rush	1.50
5	<i>Elymus virginicus</i>	Virginia Wild Rye	14.00
6	<i>Juncus effusus</i>	Common Rush	3.00
7	<i>Panicum virgatum</i>	Switchgrass	4.00
8	<i>Scirpus atrovirens</i>	Green Bulrush	6.00
9	<i>Scirpus validus</i>	Great Bulrush (Softstem)	4.00
10	<i>Sorghastrum nutans</i>	Indian Grass	4.00
			<hr/>
			<b>47.50</b>

<b>Forbs:</b>			Ounces/ac
1	<i>Asclepias incarnata</i>	Swamp Milkweed	1.00
2	<i>Angelica atropurpurea</i>	Great Angelica	4.00
3	<i>Aster firmus</i>	Smooth Swamp Aster	1.00
4	<i>Aster simplex</i>	Panicled Aster	1.00
5	<i>Aster puniceus</i>	Swamp Aster	1.00
6	<i>Aster novae-angliae</i>	New England Aster	1.00
7	<i>Bidens cernua</i>	Nodding Bur Marigold	2.00
8	<i>Cassia hebecarpa</i>	Wild Senna	1.00
9	<i>Coreopsis tripteris</i>	Tall coreopsis	2.00
10	<i>Eupatorium perfoliatum</i>	Common Boneset	1.00
11	<i>Eupatorium maculatum</i>	Joe Pye Weed	3.00
12	<i>Helenium autumnale</i>	Sneezeweed	2.00
13	<i>Hibiscus laevis</i>	Smooth Rose Mallow	2.00
14	<i>Iris virginica shrevei</i>	Blue Flag Iris	4.00
15	<i>Lobelia cardinalis</i>	Cardinal Flower	2.00
16	<i>Lobelia siphilitica</i>	Blue Lobelia	2.00
17	<i>Liatris spicata</i>	Marsh Blazing Star	4.00
18	<i>Mimulus ringens</i>	Monkey Flower	1.50
19	<i>Physostegia virginiana</i>	Obedient Plant	0.50
20	<i>Polygonum biflorum</i>	Solomon Seal	0.50
	<i>Pycnanthemum</i>		
21	<i>virginianum</i>	Common Mountain Mint	0.50
22	<i>Ratibida pinnata</i>	Pinnate Prairie Coneflower	3.00

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23	<i>Rudbeckia laciniata</i>	Cut-Leaf Coneflower	0.75
24	<i>Silphium perfoliatum</i>	Cup plant	3.00
25	<i>Spirea alba</i>	Meadowsweet	0.25
26	<i>Sparganium eurycarpum</i>	Common Bur Weed	1.00
27	<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	1.50
28	<i>Verbena hastata</i>	Blue Vervain	2.00
29	<i>Vernonia missurica</i>	Missouri Ironweed	1.00
30	<i>Zizia aurea</i>	Golden Alexander	1.00
			<b>50.5</b>

<b>Temporary Cover:</b>			Ounces/ac
1	<i>Avena sativa</i>	Seed Oats	360
2	<i>Lolium multiflorum</i>	Annual Rye	100
			<b>460</b>

- 2.3 SEED MIX C: VIRGINIA WILD RYE 10 LBS/ACRE.  
Seed Mix to cover 6 acre area as noted on plans.
- 2.4 FERTILIZER: Apply a fertilizer to areas with Seed Mix A.
- 2.5 MULCH: Weed free straw mulch.
- 2.6 TACKIFIER: Non-Asphaltic Tackifier: Liquid concentrate, of type that when diluted with water, will form a transparent 3-dimensional film like crust permeable to water and air. Concentrate shall be free of agents toxic to seed germination and plant growth.
- 2.7 WATER: Free of substances harmful to seed growth.

**Part III - Execution**

**3.1 SITE PREPARATION, SEEDING AND MAINTENANCE SCHEDULE**

3.1.1 In the chart below "A, B, and C" refer to the areas noted on plans to receive Seed Mix A, B or C.

<b>Site Preparation, Seeding, and Maintenance Schedule Summary:</b>			
	<b>2010</b>	<b>2011</b>	<b>2012</b>
Clear with Hydro Ax (2 acres)	<b>A, B</b>		
Remove woody invasive species and trees less than 6" caliper with Hydro Ax (6 acres)	<b>C</b>		
Site preparation, including min. of 2 applications of non-selective herbicide according to manufacturer's directions	<b>A,B</b>		
Spread topsoil fine grade and seed in Fall	<b>A</b>		

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Fine grade and seed in late Fall 2010 or early Spring 2011 (Fall is preferred)	<b>B,C</b>	<b>B,C</b>	
Apply 2 spot applications of herbicide		<b>B</b>	<b>B</b>
Mow and maintenance in Spring		<b>A,B,C</b>	<b>A,B,C</b>
Mow and maintenance in Fall	<b>A</b>	<b>A,B,C</b>	<b>A,B,C</b>
Reseed areas where seed has not established		<b>A,B,C</b>	<b>A,B,C</b>

**3.2 SITE PREPARATION FOR SEED MIX A AND B**

- 3.2.1 Clear areas noted on plans with Hydro Ax. Work is to be performed under dry conditions. Avoid soil compaction as much as possible.
- 3.2.2 After Hydro Axing, remove stumps that could puncture the tires of conventional mowers.
- 3.2.3 Apply herbicide, approved by WCPARC to all areas to be seeded.
- 3.2.4 Prior to spreading new topsoil for Seed Mix A only, all areas to receive topsoil shall be free of live, herbaceous and small woody plant vegetation.
- 3.2.5 Prepare all areas to be seeded by loosening soil to a depth of 6 to 8 inches.
- 3.2.6 Spread approved topsoil on loosened subsoil for Seed Mix A only.
- 3.2.7 Prepare fine graded, weed free seed area.
- 3.2.8 Obtain approval of seed area layout prior to seeding.

**3.3 SITE PREPARATION FOR SEED C**

- 3.3.1 Remove woody invasive species and trees less 6” caliper (unless marked to remain otherwise) with Hydro Ax. Work is to be performed under dry conditions. Avoid soil compaction as much as possible.
- 3.3.2 After Hydro Axing, remove stumps that could puncture the tires of conventional mowers.
- 3.3.3 Prepare all areas to be seeded by loosening soil to a depth of 6 to 8 inches.

**3.4 CLEARING EQUIPMENT**

- 3.4.1 Hydro Ax to be used for clearing of woody plants less than 6” caliper and trees above 6” caliper denoted for removal within limits of staked area. Hydro Ax must have tracks. Wheels are not acceptable.

### 3.5 SEEDING EQUIPMENT

3.5.1 If the Contractor elects to use the following equipment for seeding, it shall meet the following requirements. Other equipment deemed necessary by the Contractor is subject to approval of the Owner's Representative.

- a. Disc: Discs proposed for use shall be in good repair with sound, unbroken blades. The disc shall be weighted if necessary to achieve the required tillage depth.
- b. Rollers or Cultipackers: The roller or cultipacker shall have rollers at least six inches in diameter and shall be of sufficient weight to pulverize soil clods.
- c. Tractor-Drawn or Mounted Seeders: Tractor-drawn or mounted seeders shall have an adjustable gate opening to provide uniform flow over a width adapted to the work, and shall drop the seed directly into place on the prepared seedbed. The seeder may be of the type mounted on cultipacker rollers, which covers the seed and rolls the seedbed in one operation. It shall be approved by the Owner's Representative prior to use.
- d. No-Till Planters and Drills: Rangeland type grass drill and no-till rangeland grass drill planters shall be designed specifically for the seeding of native grasses and forbs.

3.5.2 Hydraulic Seeder for Seed Mix A Only: 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 the seed in suspension in the water.

### 3.6 SCHEDULE

3.6.1 Seeding of Seed Mix A is to be done from September 15 to October 1, 2010. Seeding of Seed Mix B and C is to be done in late fall September 15 to October 1, 2010 or early spring from April 2011 to June 1, 2011. Seeding in the fall is preferred. Refer to Site Preparation Seeding and Maintenance Schedule section 3.1 of this spec.

### 3.7 INSPECTION

3.7.1 Inspect rough graded surfaces to ascertain satisfactory conditions. A satisfactory rough graded surface is defined as one that is reasonably smooth and level, free of depressions, ridges, stumps protruding above grade, and stones over 3/4" size. Soil particles shall be no larger than 2". Obtain approval of the Landscape Architect prior to start of seeding work.

3.7.2 Do not allow seeding operations work to proceed until rough and fine graded surfaces are acceptable for seeding operations as determined by the seed applicator.

3.7.3 Do not allow seeding operations to proceed for Seed Mix A until topsoil has been tested and meets the requirements of the topsoil section.

- 3.7.4 Eliminate all competitive vegetation prior to seeding. Herbicide procedures outlined in the site preparation section above shall be followed.
- 3.7.5 Seeding should not occur if the soil is wet and muddy and should be postponed until soil moisture is appropriate for the seeding operation. If crusting from rainfall has occurred, re-scarification is required. Scarification may not be required if drill seeding is to occur.
- 3.8 SEEDING OF SEED MIX B AND C:
  - 3.8.1 Broadcast seeding is preferred over drill seeding on graded, bare soil sites. Apply the seed uniformly over the surface using a combination seeder/cultipacker unit such as a Brillion or Truax Trillion seeder. The Trillion seeder is preferred as it is designed to handle native seeds. A cone seeder or other similar broadcasting equipment may also be used if the seed mix does not contain fluffy seeds in amounts sufficient to prevent free flowing without plugging.
  - 3.8.2 After broadcast seeding, use a cultipacker or roller to incorporate the seed into the top 1/4" of soil. Native seeds require firm seed-to-soil contact to promote successful germination and survival. Do not bury seeds deeper than 1/4".
  - 3.8.3 A rangeland-type no-till drill designed to plant native grasses and forbs may be used in bare soils although this equipment is specifically designed to plant through existing dead vegetation. Cultipacking or rolling before seeding may be required to prevent seed placement depths exceeding 1/4 inch, but cultipacking or rolling after drill seeding is not required.
  - 3.8.4 Blown and crimped straw mulch at 1 1/2 tons per acre shall be applied over the seeded area according to the seasonal considerations detailed under "Schedule".
  - 3.8.5 All seeding equipment, whether broadcast or drill, must be calibrated to deliver the seed at the rates and proportions specified in the plans. Equipment should be operated in such a manner as to ensure complete coverage of the entire area to be seeded, and seed must be placed no deeper than 1/4 inch in the soil.
  - 3.8.6 Areas designated to be seeded shall be verified by the Landscape Architect prior to the start of seeding operations.
  - 3.8.7 Seed using one of the approved pieces of equipment outlined above.
  - 3.8.8 Perform seeding operations when the soil is dry and when winds do not exceed 5 m.p.h.

**3.9 MULCHING OF SEED MIX AREAS B AND C:**

3.9.1 Mulch lightly with clean, weed-free oat straw, immediately after seeding, so that 50% of the soil still shows.

3.9.2 Roll with lawn roller, or tamp small areas with a rake, to ensure good soil/seed contact.

**3.10 HYDROSEEDING OF SEED MIX AREA A:**

3.10.1 Use a hydroseeder (sprayer) and apply hydroseed slurry mixture(s) to provide not less of the following materials per acre:

- Tackifier: 60 gals./acre.
- Fertilizer: 1.0 lb. Of actual nitrogen per 1000 sf
- Wood Cellulose Fiber Mulch: 2,000 lbs./acre.

3.10.2 Protect all nonseeded areas from liquid tackifier over-spray.

**3.11 EROSION CONTROL**

3.11.1 Provide high velocity erosion control blankets in the bottom of all swales (American Excelsior Curlex 1 or equivalent).

3.11.2 Install straw bales in all drainage swales as required to slow run-off and prevent erosion during seed establishment.

**3.12 MAINTENANCE PRIOR TO FINAL ACCEPTANCE**

3.12.1 The Contractor shall be responsible for all areas seeded and/or planted under the Contract and the satisfactory growth of grass, forbs, and sedges until final acceptance of the work. Maintenance is required by the contractor for 2 full years (through the end of 2012) following substantial completion. Maintenance shall include, but not be limited to watering, weeding, mowing, herbicide application, and re-seeding, according to the Site Preparation Seeding and Maintenance Schedule section 3.1 of this spec.

3.12.2 If planting is not accepted, the Contractor will replant, to fulfill Contract responsibility, at no cost to the Owner. Where desirable native species are present, all replanting shall be done with a no-till rangeland drill after the planting area is mown and raked in the fall. Where no desirable species are present, all soil preparation and installation methods shall be as originally specified.

3.12.3 Provide two applications of herbicide to cleared area for seed mix A and B in Fall 2010. Provide two spot applications of herbicide each year, for two years following Fall 2010 to seed area B. Kind and strength of herbicide to be approved by WCPARC.

3.12.4 Mowing shall occur approximately two times a year, once in the spring and once in the fall. Mowing schedule is to be submitted to and approved by

WCPARC. Area A shall be mowed to a height of 6". In seed areas B and C mow to a height of 6" the first year of establishment (2011). In spring of 2012 mow areas B and C to a height of 4". In fall 2012 mow areas B and C to a height of 12".

**3.13 Invasive and Exotic Species Control**

3.13.1 Invasive species shall be eradicated from all seeded areas. Invasive species shall be according in the Maintenance Guarantee in Section 1.6.6. Below is a list of commonly used herbicides. Herbicides intended to be used shall be submitted to WCPARC for approval before use.

3.13.2 Herbicide-Glyphosate, a non-persistent herbicide shall be used to eradicate target vegetation not in standing water. It shall be used according to the manufacturer's label, with the following exceptions or additions:

- a. Spray on a sunny day when no rain is expected for at least 24 hours.
- b. Do not spray over standing water.

3.13.3 Triclopyr or 2,4-D (Crossbow TM), or equivalent shall be utilized to control broadleaf vegetation according to manufacturer's instructions.

- a. Spray on a sunny day when no rain is expected for at least 24 hours.
- b. Do not spray over standing water.

3.13.4 Herbicide (Rodeo TM) – Glyphosate formulated for use on vegetation in standing water and wood material.

- a. Spray on a sunny day when no rain is expected for at least 24 hours.
- b. Do not spray over standing water.
- c. Wick applications of Rodeo will be made on woody vegetation cuts within 10 minutes of making the cut. After the woody material has been cut, apply Rodeo with a wick application to cover the entire cut area.

3.13.5 The applicator must be licensed by the state of Michigan. If applicator is unfamiliar with typical plant species, Contractor shall utilize an experienced restoration ecologist who is knowledgeable of upland and wetland plants. Contractor shall submit previous work experience documentation of applicator and restoration ecologist for approval to the Owner and Landscape Architect.

3.13.6 Protect all native plants from activities associated with Invasive Species Control work, utilizing appropriate application methods.

- 3.13.8 Delineate, flag and spray major concentrations of invasive species with one of the above herbicides according to manufacturer's label and as directed by the Landscape Architect.
  - 3.13.9 Schedule: Invasive species control will occur at the optimum time for the species targeted for control. The contractor is responsible for invasive species control during the two-year establishment/warranty period.
  - 3.13.10 Within two weeks after the first herbicide treatment, reapply herbicide on all remaining, living invasive/exotic species.
- 3.15 CLEANING AND PROTECTION
- 3.15.1 Perform cleaning during installation of the work and upon completion of the work. Remove all excess materials, debris, and equipment from site.
  - 3.15.2 Erect barricades, fencing and warning signs as required, to protect newly planted areas from all traffic. Maintain barricades, fencing and signs throughout the maintenance period and until final acceptance.

**VI. DITCHWORK**

**PART I – GENERAL**

**1.01 DESCRIPTION**

- A. Under this item the CONTRACTOR shall perform all clearing, grubbing, excavation and grading necessary to complete the work under this Contract. This shall include the removal and disposal of all materials of every sort necessary to be removed for purposes of construction and all incidental and appurtenant work necessary to complete the excavation as specified.
- B. Where MDOT occurs in statements in this Section, it shall mean Michigan Department of Transportation (2003 Ed.)

**1.02 EXISTING UTILITIES**

- A. The CONTRACTOR shall conduct his operation so as not to damage any existing utility whether shown on the Plans or not. The CONTRACTOR shall correct, at his own expense, any injury that may be caused by him during his operations or any injury caused during the operation of his subcontractor or suppliers.

**1.03 PERMITS**

- A. The CONTRACTOR will be responsible for securing all necessary permits from MDOT to cover all activities required in and on Northfield Church Road.

**PART II – PRODUCTS**

Not Applicable

**PART III – EXECUTION**

**3.01 TREE REMOVAL**

- A. Only those trees and/or tree limbs that would impede the logical progression of the channel excavation, and all equipment necessary thereto, shall be removed. Removal of necessary trees shall be incidental.

**3.02 CLEARING**

- A. All brush along the top of bank, on one side of the drain, and within the existing drain channel shall be cleared. The cut brush shall be placed in a pile along with any stumps from the project and shall be burned for final disposal unless otherwise directed by the property owner. The pile of brush and stumps shall be located on the project such that the excavated material from the drain channel can be cleanly spread. Where the drain is adjacent to and within the MDOT road

right-of-way, all brush must be removed on either side of the drain as well as from within the channel so that an area is cleared for the excavated material disposal away from the road. The width of the cleared area along the bank shall be sufficient to dispose of the excavated earth in accordance with MDOT standards. Necessary clearing shall be incidental.

### 3.03 CHANNEL EXCAVATION

- A. This work shall consist of excavating the existing drainage channel to the planned grade and shape as shown on the plans and staked in the field. The CONTRACTOR shall take proper care to minimize the loss of soil due to erosion.

### 3.04 SPOIL GRADING

- A. The excavated material (spoil) shall be graded to a smooth contour along the channel at the earliest practical time after excavation. Intersecting channels, low areas, or swales shall not be filled in or blocked with the excavated material. The CONTRACTOR will be responsible for assuring that critical existing drainage patterns along the project route are maintained.

### 3.05 CULVERTS

- A. Where new culverts are shown on the plans they shall be MDOT class IV reinforced concrete piping. They shall be laid on a 6-inch bedding of MDOT class II granular material and shall be laid accurately to the line and grade set by the ENGINEER.
- B. All disturbed areas on the inlet and outlet face slopes shall be protected by means of a sand cement grout mix bag treatment.

**APPENDIX A**  
**Example Contract**

**STANDARD PROVISIONS FOR CONTRACTS**

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and (**Name of CONTRACTOR**) located at (**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 and acceptance of the above services and submission of proper invoices, the County will pay the CONTRACTOR, for full performance of the work, the amount of \$\_\_\_\_\_ (**spell out dollar amount**), subject to additions and deductions as documented through authorized change orders.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The CONTRACTOR is to report to Robert L. Tetens 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 notice to proceed after contract signing and ends on (mo/day/yr), according to the project schedule and as modified through authorized change orders.

ARTICLE V- PERSONNEL

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

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

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

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

#### ARTICLE VI - INDEMNIFICATION AGREEMENT

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

#### ARTICLE VII- INSURANCE REQUIREMENTS

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

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. 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 nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insurers 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 - PREVAILING WAGE RATES AND CUB AGREEMENT**

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project. Contractor further agrees to sign a project labor agreement as provided by the Construction Unity Board ("CUB Agreement"). A copy of the CUB Agreement is attached as an appendix to this Contract.

**ARTICLE XIII – 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 XIV - 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 XV – EQUAL ACCESS**

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

**ARTICLE XVI - 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 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 OR SERVICES

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

ARTICLE XX – CHOICE OF LAW AND FORUM

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

ARTICLE XXI - EXTENT OF CONTRACT

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

ATTESTED TO:

WASHTENAW COUNTY

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

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

APPROVED AS TO FORM:

CONTRACTOR

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

By: \_\_\_\_\_  
**(CONTRACTOR'S NAME)** (DATE)

**APPENDIX B**

**Bid Forms**

**RFP #6547 Northfield Preserve Parking Lot Improvements**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that \_\_\_\_\_

\_\_\_\_\_  
As Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

As Surety, hereinafter called Surety, are held and firmly bound unto

**WASHTENAW COUNTY PARKS & RECREATION**

As Obligee, hereinafter called the OWNER for the use and benefit of claimants herein below defined, in the amount of

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

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

**NORTHFIELD PRESERVE PARKING LOT IMPROVEMENTS**

In accordance with Plans and Specifications prepared by THE MANNIK & SMITH GROUP, INC. which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise is shall remain in full force and effect, subject to, however, to the following conditions.

- A. The Surety hereby waives notice of any alteration or extension of time made by the OWNER.
- B. Whenever the CONTRACTOR shall be, and declared by the OWNER to be, in default under the Contract, the OWNER having performed OWNER's obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - 1. Complete the Contract in accordance its terms and conditions,
  - 2. Obtain a bid or bids for submission to the OWNER fro completing the Contract in accordance with its terms and conditions, and upon determination by the OWNER and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the Owner, and make available as work progresses (even through there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completions less the balance of the Contract prict; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in paragraph, shall mean the total amount payable by the OWNER to the CONTRACTOR under the Contract and any amendments thereto, less the amount property paid by the OWNER to the CONTRACTOR.



**RFP #6547 Northfield Preserve Parking Lot Improvements**

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS that \_\_\_\_\_

\_\_\_\_\_  
As Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_  
As Surety, hereinafter called Surety, are held and firmly bound unto

**WASHTENAW COUNTY PARKS & RECREATION**

As Obligee, hereinafter called the OWNER for the use and benefit of claimants herein below defined, in the amount of

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

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

WHEREAS, CONTRACTOR has, by a written Agreement dated \_\_\_\_\_

Entered into a Contract with the OWNER for

**NORTHFIELD PRESERVE PARKING LOT IMPROVEMENTS**

in accordance with Plans and Specifications prepared by THE MANNIK & SMITH GROUP, INC. which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following condition:

- C. A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- D. The above named CONTRACTOR and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been Paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by any claimant.



**MEMORANDUM OF UNDERSTANDING**

**1. WORK DISPUTES**

In return for the promises made in paragraph (3) below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum.

Any jurisdictional dispute shall be resolved through normal procedures.

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

**2. COFFEE BREAKS**

There shall be no organized coffee breaks.

**3. PAYMENT OF FRINGES**

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

**4. UNION WORK**

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

\_\_\_\_\_  
(Contractor, Owner of Construction Manager)

\_\_\_\_\_  
(Representative of Washtenaw County Skilled)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**BIDDER’S QUALIFICATION AND EXPERIENCE STATEMENT**

The OWNER will require supporting evidence regarding Bidder’s Qualifications and competency. The Bidder will be required to furnish all of the applicable information listed below and must be submitted with the sealed bid at the time of the Bid Opening.

The Qualifications and Experience Statement (below) must be type written and signed in ink.

**QUALIFICATIONS AND EXPERIENCE**

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

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

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

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

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email \_\_\_\_\_

Principal Office: \_\_\_\_\_

Corporation: \_\_\_\_\_ Joint Venture: \_\_\_\_\_

Partnership: \_\_\_\_\_ Other: \_\_\_\_\_

Individual: \_\_\_\_\_

**Type of Work**

General: \_\_\_\_\_ Plumbing: \_\_\_\_\_

HVAC: \_\_\_\_\_ Electrical: \_\_\_\_\_

Other: \_\_\_\_\_(Please Specify)

**ORGANIZATION**

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

**RFP #6547 Northfield Preserve Parking Lot Improvements**

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

Under what other or former names has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

If your organization is a partnership, answer the following:

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name(s) of General Partner(s): \_\_\_\_\_

If your organization is individually owned, answer the following:

Date of Organization: \_\_\_\_\_

Name of owner: \_\_\_\_\_

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

**LICENSING**

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

**RFP #6547 Northfield Preserve Parking Lot Improvements**

**EXPERIENCE**

In the space below, (or on a separate sheet) list the major demolition projects your organization has completed in the past five (5) years, giving the name of the project, owner, architect/engineer, contract amount, and date of completion.

PROJECT	OWNER	ARCH/ENG	CONTRACT AMOUNT	DATE OF COMPLETION

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

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

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

**REFERENCES**

Trade References: \_\_\_\_\_

Bank References: \_\_\_\_\_

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Name of Organization: \_\_\_\_\_

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

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

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

**PRAIRIE RESTORATION BIDDER’S QUALIFICATION & EXPERIENCE STATEMENT**

The OWNER will require supporting evidence regarding Bidder’s Qualifications and competency. The Bidder will be required to furnish all of the applicable information listed below and must be submitted with the sealed bid at the time of the Bid Opening.

The Qualifications and Experience Statement (below) must be type written and signed in ink.

**QUALIFICATIONS AND EXPERIENCE**

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

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

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

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

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email \_\_\_\_\_

Principal Office: \_\_\_\_\_

Corporation: \_\_\_\_\_ Joint Venture: \_\_\_\_\_

Partnership: \_\_\_\_\_ Other: \_\_\_\_\_

Individual: \_\_\_\_\_

**Type of Work**

General: \_\_\_\_\_ Plumbing: \_\_\_\_\_

HVAC: \_\_\_\_\_ Electrical: \_\_\_\_\_

Other: \_\_\_\_\_ (Please Specify)

**ORGANIZATION**

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

**RFP #6547 Northfield Preserve Parking Lot Improvements**

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

Under what other or former names has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

If your organization is a partnership, answer the following:

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name(s) of General Partner(s): \_\_\_\_\_

If your organization is individually owned, answer the following:

Date of Organization: \_\_\_\_\_

Name of owner: \_\_\_\_\_

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

**LICENSING**

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

**RFP #6547 Northfield Preserve Parking Lot Improvements**

**EXPERIENCE**

The DNR invasive species prequalification is preferred for this project. Are you prequalified for this, and if so what areas are you specifically prequalified in?

\_\_\_\_\_

In the space below, (or on a separate sheet) list the major prairie restoration projects your organization has completed in the past five (5) years, giving the name of the project, owner, owner contact information, architect/engineer, contract amount, acreage of restoration site, and date of completion.

PROJECT	OWNER CONTACT INFO	ARCH/ENG	CONTRACT AMOUNT	ACRES OF RESTORATION	DATE OF COMPLETION

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

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

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

**REFERENCES**

Trade References: \_\_\_\_\_

Bank References: \_\_\_\_\_

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**RFP #6547 Northfield Preserve Parking Lot Improvements**

Name of Organization: \_\_\_\_\_

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

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

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