

Specifications & Contract Documents
Oakland Township Parks and Recreation Commission

Paint Creek Trail Streambank Stabilization
Charter Township of Oakland
Oakland County, Michigan

December 10, 2014

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NOTICE TO BIDDERS

TO ALL PROSPECTIVE BIDDERS

**PLEASE COMPLETE ALL PARTS
OF YOUR BIDDING DOCUMENTS
INCLUDING ACKNOWLEDGMENT OF
RECEIPT OF ANY ISSUED ADDENDA**

**IMPROPERLY SIGNED BIDS
OR FAILURE TO COMPLETE ALL SECTIONS
OF THE DOCUMENT
MAY RESULT IN THE REJECTION OF YOUR BID**

INVITATION FOR BIDS

OAKLAND TOWNSHIP PARKS AND RECREATION COMMISSION OAKLAND COUNTY, MICHIGAN PAINT CREEK TRAIL STREAMBANK STABILIZATION

Sealed proposals will be received by the Oakland Township Parks and Recreation Commission at the office of the Township Clerk, 4393 Collins Road, Rochester, Michigan 48306 until **2:00 p.m.** local time (EST), on **Tuesday, January 6, 2015** for construction of this project. Proposals are to be delivered to the Township Clerk's Office in a sealed envelope marked on the outside as described in the Instruction to Bidders.

Pre-Bid Meeting

An informational pre-bid meeting will be held at 9:00 a.m. on Friday, December 19, at the Paint Creek Cider Mill, 4480 Orion Rd, Rochester (Oakland Township), MI 48306. From this location we will travel to visit each of the three project areas.

Project Description:

The project includes streambank stabilization/restoration at three sites along the Paint Creek Trail, within the Charter Township of Oakland. The work consists of, but is not limited to, installation of field stone at two of the three locations and installation of a timber cribwall, soil lifts and re-grading of the streambank at the third location, seeding, and planting live dormant stakes. A Michigan Department of Environmental Quality, Inland Lake & Stream Permit has been applied for and the projects areas are normally closed for protection of instream fisheries during the period October 1 through April 30. Since the project is proposed for construction during the period January through March 2015, relevant State of Michigan requirements and care to minimize erosion & sedimentation will apply. Davis Bacon prevailing wage requirements WILL NOT apply.

The drawings and specifications under which the work is to be performed are on file and may be examined at the following locations: Charter Township of Oakland, 4393 Collins Road, Rochester, Michigan 48306.

Copies of documents may be obtained from ASTI Environmental, c/o Paul Rentschler, 10448 Citation Drive, Suite 100, Brighton, MI 48116 or available for order or printing at prentschler@asti-env.com. Telephone number 810-923-5278.

Each proposal shall be accompanied by a certified check or acceptable bid bond for a sum not less than five percent (5%) of the proposal amount. All bids must be accompanied by completed Contractor's Qualification Statement, AIA Document A305. All questions regarding clarification or interpretation of the documents shall be directed to Paul Rentschler, ASTI Environmental by means of Direct Dial: 810-923-5278 or email at: prentschler @asti-env.com.

The right is reserved by the Oakland Township Parks and Recreation Commission to accept any proposal, to reject any proposal, and to waive irregularities in proposals. No bid may be withdrawn after the above date and time for receiving bids for a period of one-hundred-twenty (120) days.

The Oakland Township Parks and Recreation Commission will not engage in unlawful discrimination on the basis of race, color, religion, national origin, age, sex, height, weight, marital status, or unrelated disability.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete the project in accordance with the Contract Documents.

2. RECEIPT OF OPENING OF BID PROPOSALS

- A. Sealed bid proposals will be received as indicated in the Invitation for Bids.
- B. The Proposal shall be submitted only on forms provided by the Commission. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully executed when submitted.
- C. Proposals shall be enclosed in a sealed envelope marked:

Office of the Township Clerk
Charter Township of Oakland
4393 Collins Road
Rochester, Michigan 48306
Project: Paint Creek Trail Streambank Stabilization
Proposal Deadline: Tuesday, January 6 at 2:00 p.m.
Attention: Township Clerk

and shall be delivered to the Office of the Township Clerk on or before the time specified in the Invitation for Bids.

Each sealed envelope shall bear on the outside the Bidder's name and address.

- D. Proposals shall be made in full conformity with the instruction, requirements and conditions set forth in the Instructions to Bidders and in the Drawings, Specifications and other Contract Documents. Bids are firm and no bid may be withdrawn for a period of 120 days after opening of bids.
- E. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered and will be returned to the bidder unopened. This material requirement is not subject to waiver by Commission.
- F. Bidders are strongly encouraged to hand-deliver their bids to the Office of the Township Clerk. Telegraphic and facsimile bids shall not be considered. Bids delivered by certified, registered or express mail will be accepted, however, subject to the following conditions:
 - 1. If by express mail, a bid must be postmarked not later than 5:00 pm at the place of mailing two working days prior to the date specified for receipt of bids. The term working days excludes weekends and holidays.
 - 2. If by certified or registered mail, a bid must be postmarked not later than five (5) calendar days before the date specified for receipt of bids.

3. Before 2:00 pm local time, on the date specified for receipt of bids, bidders who did not hand deliver their bids must confirm via telephone with the Township Clerk, or his designee, that their bids have been received by the Office of the Township Clerk.
- G. If a dispute later arises regarding the timeliness of a late bid which is sent either by registered or certified mail, the only acceptable evidence to establish the date of mailing of a late bid is a postmark both on the bid envelope or wrapper and on the original receipt from the U.S. Postal Service. Both postmarks must show a legible date, or the bid shall be deemed to have been mailed late. The term postmark means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, Bidders should request that the postal clerk place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope.
- H. The only acceptable evidence to establish the date of mailing of a late bid sent by express mail is the date entered by the express mail receiving clerk on the express mail label and the postmark on the envelope or wrapper and on the original receipt from the express mail service. Postmark has the same meaning as set forth above. Therefore, bidders should request that the express mail clerk place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope.

3. CONSTRUCTION CONDITIONS

It is required that each bidder will examine the drawings and specifications for this work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he will obtain first-hand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect this work.

4. SOIL CONDITIONS

Soil borings have not been obtained by the Commission for this project. The Contractor, as such and as bidder, shall make his own determination as to soil conditions and shall assume all risk and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without additional cost to the Commission. Available soils information has been included.

5. QUALIFICATIONS OF BIDDERS

Any bidder being considered for award of this contract shall be subject to the following:

- (1.) The Bidder declares that he has had prior experience in the type of work required by the Contract Documents and that he has the necessary finances, personnel and working organization and equipment available to execute the proposed work in accordance with the requirements of the Contract Documents. The Bidder further declares that he will furnish proof of these qualifications and work performance references. The Bidder shall provide a AIA Document A305 to the

Commission demonstrating the Bidder's ability to satisfy the requirements as set forth in these Contract Documents.

- (2.) All bidders, in signing the Proposal Form, are agreeing to the required completion dates included on the Proposal form. Bidders may be required, as part of the bid review to provide additional detail and information as determined by the Commission regarding the Contractor's proposed methods for attaining these required completion dates.
- (3.) Upon request, the Commission may require the submission of any additional information necessary and the Contractor shall attend a pre-award conference to satisfy the Commission that the bidder is adequately prepared to fulfill the Contract.

6. NAME, ADDRESS AND LEGAL STATUS OF BIDDER

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual shall be stated in the proposal. A corporation bidder shall name the state in which its Articles of Incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts; a partnership bidder shall give the full names and addresses of all partners. Anyone signing a proposal as an agent of another or others must submit with his proposal legal evidence of his authority to do so. The place of residence of the bidder, or the office of others in the case of a firm or company with county and state, must be given after his signature.

7. BID DEPOSIT

Each proposal must be accompanied by a bid deposit in the form of an acceptable bid bond or a certified check or cashier's check drawn upon a US bank for a sum of not less than five percent (5%) of the amount of the proposal as a guarantee on the part of the bidder that he will, if called upon to do so, enter into contract in the attached form, to do the work covered by such proposal and at the prices stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such bid bond, certified check or cashier's check shall be made out to the Commission, and shall be subject to the conditions specified in the contract documents.

ANY PROPOSAL NOT ACCOMPANIED BY THE SPECIFIED BID DEPOSIT WILL BE CONSIDERED NON-RESPONSIVE AND WILL NEITHER BE READ NOR CONSIDERED.

The bid deposit checks (or Bid Bond if applicable) of the three lowest bidders will be returned within three (3) working days after the Commission and the accepted bidder have entered into contract or, if the contract has not been executed within the time limits as specified in paragraph #11, after the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8.

FORM OF PROPOSAL

All proposals must be made and signed by the bidder in the form attached hereto and without removal from the bound specifications. Additional copies of the Proposal Form may be obtained from the Commission upon request.

All prices stated in the proposal must be plainly written in ink in legible figures or typed. Illegibility of any figure in the proposal may be sufficient cause for rejection of the proposal by the Commission.

9.

BASIS OF PROPOSAL

Proposals are solicited on the basis of unit prices for each type of work as set forth in the form of Proposal. Proposals will be compared on the basis of the quantities stated therein and the prices offered for each item. Written unit prices in words shall be used to determine the amount of the bid.

10.

EXPLANATION TO BIDDERS BY ADDENDUM

- (a) The Professional Consultants will give verbal answer to inquiries regarding the meaning of the drawings or specifications, or give oral instructions previous to the award of the contract. Any verbal statements regarding same by any person, previous to the award, shall be inauthoritative.
- (b) Explanations desired by bidders shall be requested of the Professional in writing and if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each bidder.
- (c) Addenda issued to bidders prior to date of receipt of proposals shall become a part of the specifications and contract documents, and all proposals shall include the work described in the addenda. The bidders are hereby instructed to acknowledge receipt of all addenda on page P-1 of the Proposal.
- (d) No inquiry received within three (3) days of the date fixed for the deadline of bids will be given consideration.
- (e) Failure of the Commission to send, or of the bidder to receive, any such interpretations shall not relieve the bidder from obligation under his bid as submitted.

11.

AWARD AND EXECUTION OF CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served by the Commission upon the bidder.

The bidder to whom the contract shall have been awarded will be required to execute the Agreement in the form attached hereto and to furnish Surety and Insurance Certificates, all as required. In case of his refusal or failure to do so within ten (10) calendar days after award, he will be considered to have abandoned all his rights and interests in the award, and his bid deposit may be declared forfeited to the Commission as liquidated damages and the work may be awarded to another bidder.

12.

GUARANTY BONDS

In addition to the bid bond or bid deposit, the contractor shall furnish the Commission the following bonds prior to the contract being executed:

- (a) The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for faithful performance of this contract.
- (b) The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for payment of all persons performing labor, furnishing materials and equipment rental in connection with this contract.
- (c) The Contractor shall furnish a two (2) -year Maintenance and Guarantee Bond in an amount at least equal to 100 percent (100%) of the contract price.
- (d) Premium for the three bonds heretofore described shall be paid by the Contractor.
- (e) The form of the bonds shall be as appended herewith.
- (f) The Contractor shall provide liability insurance and bond in an amount specified by the Commission(Township) pursuant to and in accordance with MCL Section 129.201 et seq., MSA Section 5.2321 (1) et seq. The Contractor shall provide satisfactory evidence that the corporate surety and the insurer are licensed and/or approved to conduct business in the state of Michigan. Such evidence shall include a certified copy of the certificate of authority issued by the Insurance Licensing Division of the Insurance Bureau.

13.

INSURANCE

Proof of all required insurances, as stated in Section 47 of the General Conditions shall be provided with the bid proposal. For all contracts over \$600, also include a completed W9. All sole proprietors must submit a completed and notarized Sole Proprietor Form.

14.

RIGHT TO ACCEPT, TO REJECT AND TO WAIVE DEFECTS

The Commission reserves the right to accept any proposal, to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineation of the Contract Documents and of the Form of Proposal shall render the accompanying proposal irregular and subject to rejection by the Commission.

15.

WITHDRAWAL OF BIDS

Any bidder who has submitted a proposal to the Commission may withdraw his bid at any time prior to the scheduled time for the receipt of bids. Unless otherwise stated in the Supplemental Specifications contained herein, no bidder may withdraw his bid after the time stated in the advertisement for opening bids for a period of one-hundred-twenty (120) days thereafter.

16.

TAXES

The Contractor shall include and be deemed to have included in his bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback, in whole or in part, of any Michigan sales or use tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall ensure solely to the benefit of the Charter Township of Oakland.

17.

DRAWINGS AND CONTRACT DOCUMENTS

The drawings upon which the proposal shall be based consist of a title sheet and other plan-profile and detail sheets numbered as follows:

Drawings Numbers 1-5

18. **CONSTRUCTION PERMITS, ROAD PERMITS, MISCELLANEOUS PERMITS**

The project requires construction work within the following jurisdictions:

Charter Township of Oakland

Oakland County Water Resources Commissioner (OCWRC)

Michigan Department of Environmental Quality (Joint MDEQ/USACE Permit)

The Contractor shall conform to the various requirements of the jurisdictional agency within which work is being performed and shall obtain, at his own expense, all permits required.

The Oakland County Water Resources Commissioner has jurisdiction over work at the following locations: All Erosion Control.

**PROPOSAL
FOR THE CONSTRUCTION OF THE
Paint Creek Trail Streambank Stabilization
CHARTER TOWNSHIP OF OAKLAND
OAKLAND COUNTY, MICHIGAN**

**TO: Oakland Township Parks and Recreation Commission
4080 Orion Road
Rochester, Michigan 48306**

The undersigned, having familiarized himself with the local conditions affecting the cost of the work and with the Contract Documents, including the Invitation to Bid, Instructions to Bidders, Proposal, Specifications, General Conditions, The Agreement, Bonds and Drawings on file in the office of the Charter Township of Oakland, 4393 Collins Road, Rochester, Michigan 48306, hereby proposes to perform all work required to be performed and provide and furnish all labor, materials, necessary tools and equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required for construction of the following:

Paint Creek Trail Streambank Stabilization, in Oakland Township, all in accordance with the drawings and specifications as prepared by ASTI Environmental, 10448 Citation Drive, Suite 100., Brighton, MI 48116.

Including Addendum Nos. (if applicable):

Addendum No. 1 _____, Dated _____

Addendum No. 2 _____, Dated _____

Addendum No. 3 _____, Dated _____

Addendum No. 4 _____, Dated _____

PROPOSAL SHEET
Paint Creek Trail Streambank Stabilization
CHARTER TOWNSHIP OF OAKLAND, OAKLAND COUNTY, MICHIGAN

The unit quantities are provided for information purposes only and the Contractor is responsible for verifying quantities. Payment will be on the total price for the items and not based on unit quantities. Contractor shall provide a full and completely constructed project in accordance with the Contract Documents.

Contract Completion

Award of the project is expected to take place by January 14, 2015 by the Parks and Recreation Commission. It is expected that work can commence immediately after the Commission meeting and approximately 3 days of contract signing pending contractor provision of Bonds and Insurance. The contractor may construct these items in an order that is determined to be in the best interest of the project; however the substantial completion dates for the project areas are as follows:

Site 3 Cribwall Construction, Grading, Planting/ Seeding	February 28, 2015
Site 1 Stone Installation and Planting	March 15, 2015
Site 2 Stone Installation	March 15, 2015
Entire Project	March 15, 2015
Punch List Completion	March 30, 2015

Permitting

The Township has applied for the Michigan Department of Environmental Quality (MEDQ) Joint permit. The Contractor will be responsible for completing all work in conformance with the required permits and for securing and completing all required permits, including, but may not be limited to, MDEQ Joint Permit, and the Soil Erosion and Sedimentation Control permit. The project will not be considered substantially complete without final approvals from the regulatory agencies.

Project Items

This section of the Proposal Sheet includes items determined to be of the proposed project. It includes site clearing, installation of stone, installation of a log cribwall, installation of soil lifts, site grading, seeding and planting, and site restoration associated with these items.

Item	Description	Quantity	Unit	Unit Price	Item Price	
Site 1: Stairway						
1.	Mobilization	1	EA.	@	\$_____	\$_____
2.	Soil Erosion and Sed. Control (Estimated 70 LF, Turbidity Curtain)	1	LS	@	\$_____	\$_____
3.	Excavate Stream Bottom Soil (Base of Stairs)	0.4	CY	@	\$_____	\$_____
4.	Place Ledge stone	1.5	CY	@	\$_____	\$_____
5.	Place Fieldstone/River Rock	17	CY	@	\$_____	\$_____

6.	Dormant Live Stake Joint Plantings	1	LS	@	\$_____	\$_____
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7.	Site Cleanup	1	LS	@	\$_____	\$_____
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Site 2: Boardwalk

1.	Mobilization	1	EA.	@	\$_____	\$_____
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2.	Soil Erosion and Sed. Control (Estimated 50 LF, Turbidity Curtain)	1	LS	@	\$_____	\$_____
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5.	Place Fieldstone/River Rock	15	CY	@	\$_____	\$_____
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7.	Site Cleanup	1	LS	@	\$_____	\$_____
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Site 3: Silver Bell Road

1.	Mobilization	1	EA.	@	\$_____	\$_____
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2.	Removal of Chain Link Fence					
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3.	Soil Erosion and Sed. Control (Estimated 100 LF Turbidity Curtain, 20 LF Silt Fence, Filter Bag)	1	LS	@	\$_____	\$_____
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4.	Construction Staking (Entire)	1	LS	@	\$_____	\$_____
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5.	Tree Protection	1	LS	@	\$_____	\$_____
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6.	Clearing & Grubbing	1	LS.	@	\$_____	\$_____
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7.	Remove Logs and Stumps Along Bank (various sizes)	1	LS	@	\$_____	\$_____
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8.	Remove and Stockpile Topsoil	1	LS	@	\$_____	\$_____
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9.	Other Miscellaneous Removals	1	LS	@	\$_____	\$_____
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10.	Excavation and Grading	1	LS	@	\$_____	\$_____
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11.	Excavation Streambed for Cribwall	55	CY	@	\$_____	\$_____
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12.	Construct Log Cribwall (Cedar)	512	LF	@	\$_____	\$_____
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13.	Construct Log Cribwall (On-Site Logs)	256	LF	@	\$_____	\$_____
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14.	Place CY Rock Fill within Cribwall	73	CY	@	\$_____	\$_____
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15.	Place CY Soil Fill within Cribwall	59	CY	@	\$_____	\$_____
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16.	Place Fieldstone/River Rock at ends of Cribwall	7	CY	@	\$_____	\$_____
17.	BioD-Block Soil Lifts	120	LF	@	\$_____	\$_____
18.	Place Soil Lift Fill	54	CY	@	\$_____	\$_____
19.	Place Final Slope Fill Soil	60	CY	@	\$_____	\$_____
20.	Place Final Slope Topsoil	5	CY	@	\$_____	\$_____
21.	Site Grading	1	LS	@	\$_____	\$_____
22.	Live Stake Plantings	1	LS	@	\$_____	\$_____
23.	Naturalized Seeding					
	“Sandy” Seed Mix	2,400	SQFT	@	\$_____	\$_____
24.	Soil Erosion Control Blankets	200	SY	@	\$_____	\$_____
25.	Repair Until Seed Is Established	1	LS	@	\$_____	\$_____
26.	Topographic verification of Grading at Completion. Provide As-Built Topographic Drawing	1	LS	@	\$_____	\$_____
Optional Item:						
27.	Remove & Dispose of Excess Logs following Project (Site 3)	1	LS	@	\$_____	\$_____

Other

Include any other costs not included in the items above. The Contractor will be required to provide the Township with a complete project based on the Contract Documents.

1.	_____	\$_____
2.	_____	\$_____
3.	_____	\$_____
4.	_____	\$_____

TOTAL BID PRICE	\$_____
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TOTAL BID PRICE WRITTEN IN WORDS

ADDITIONAL REQUIREMENTS

The undersigned affirms that in making such proposal neither he nor any company that he may represent nor anyone in behalf of him or company directly or indirectly has entered into any combination or collusion, undertaking or agreement with any bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Commission, he will, within ten (10) consecutive calendar days after receiving formal notice of award, enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools and construction equipment necessary for the full and complete execution of the work at and for the price named in his proposal, and he will furnish to the said Commission and to the State of Michigan, such surety for the faithful performance of such contract and for all labor expended thereon as shall be approved and accepted by the said Commission.

The undersigned agrees to complete all of the work items, necessary items and incidental items whether noted on the plan or required in the specifications in a workmanlike manner and does include in the proposal bid items compensation covering all cost to perform the work.

Further the undersigned agrees on the basis of this unit price proposal to accept as final payment the actual measurement or counts of the schedule of prices for all work necessary to complete the project.

Extra work not covered by the schedule ordered by the Professional or required to complete the project will be agreed upon in writing by the Contractor and Professional in accordance with the General Conditions which the Contractor agrees to accept as full compensation as written.

The undersigned bidder does hereby represent and warrant that the total price bid in this proposal is a complete and correct statement of the price bid for the work included in said Proposal, and further that all other information given in or furnished with this said Proposal is complete, correct, and submitted as intended by him. He does hereby waive any right or claim he may now have or what may hereafter accrue to him by reason of errors, mistakes, or omissions made by him in said Proposal, to refuse to execute the Contract if awarded to him, or to demand the return of the bid deposit, or to be relieved from any of his obligations required by said Proposal.

The undersigned attaches hereto, as a bid deposit, a (certified check) or (cashier's check) or (bid bond) in the sum of \$_____ Dollars (\$_____) as required in the Instruction to Bidders and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the said Commission may determine that the undersigned has abandoned his rights and interests in such proposal and that the bid deposit accompanying his proposal has been forfeited to the said Commission; but otherwise, the said bid deposit shall be returned to the undersigned upon the execution of such contract and the acceptance of his bonds and insurance coverage, or upon the rejection of his proposal.

In the interest of expediting the award of this contract, the undersigned shall comply with Item 5. **Qualifications of Bidders** of the **INSTRUCTIONS TO BIDDER**. All bids shall be accompanied by a completed Contractor's Qualification Statement, AIA Document A305.

Progress Schedule

The undersigned agrees to complete construction of the installation to meet the following dates and deadlines:

The contractor may construct these items in an order that is determined to be in the best interest of the project; however the substantial completion dates for the project areas are as follows:

Site 3 Cribwall Construction, Grading, Planting/ Seeding	February 28, 2015
Site 1 Stone Installation and Planting	March 15, 2015
Site 2 Stone Installation	March 15, 2015
Entire Project	March 15, 2015
Punch List Completion	March 30, 2015

In submitting this bid, it is understood that the right is reserved by the Commission to reject any and all bids.

Dated and signed at _____,

State of _____, this _____ day of _____, 20 ____.

Name of Bidder: _____

Signature: _____

Title of Signer: _____

Business Address
of Bidder: _____

Telephone No.: _____



AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

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

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

Corporation ☐

Partnership ☐

Individual ☐

Joint Venture ☐

Other ☐

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

_____ General Construction

_____ HVAC

_____ Plumbing

_____ Electrical

_____ Other

(please specify)

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

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1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
 - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation:
 - 1.3.2 State of incorporation:
 - 1.3.3 President's name:
 - 1.3.4 Vice-president's name(s):
 - 1.3.5 Secretary's name:
 - 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:

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

2. LICENSING

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

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

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

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

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

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

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

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

4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING

5.1 Financial Statement.

- 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

- 5.1.3 Is the attached financial statement for the identical organization named on page one?

- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. **SIGNATURE**

6.1 Dated at this 19 day of

Name of Organization:

By:

Title:

6.2

M
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be
misleading.

Subscribed and sworn before me this 19 day of

Notary Public:

My Commission Expires:

GENERAL CONDITIONS

1. DEFINITION OF TERMS

The following definition of terms shall be applied to the Contract Documents:

- | | |
|-----------------|--|
| (a)Commission | Oakland Township Parks and Recreation Commission |
| (b)Professional | ASTI Environmental (ASTI) |

2. CONTRACT DOCUMENTS

The original and three (3) counterprints of the Contract shall be signed by the Commission and the Contractor.

The work under this Contract shall consist of the items listed in the Proposal, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of this complete book of documents as listed in the index and the Contract Drawings titled "Lost Lake Nature Park Site Improvements."

3. CONTRACT DRAWINGS AND SPECIFICATIONS

The work to be done is shown on the accompanying set of original drawings and are hereby made a part of this Contract, it being mutually understood and agreed that when taken together, the plans and Contract Documents, including the Specifications and the General Conditions, are complementary, and what is called for by any one shall be binding as if called for by all. The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.

These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Professional or supplied to the Contractor by the Professional during the progress of the work as he may deem to be necessary or expedient. All such supplementary contract drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. Therefore, no additional charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents incurring extra work, unless the Contractor has first brought the matter, in writing, to the Professional's attention for proper adjustment before starting on the work covered by such and has received from the Professional an order in writing to so proceed.

These original and supplementary drawings constitute the drawings according to which the work is to be done. The Contractor shall keep at the site of the work an approved or confirmed copy of all drawings and specifications and shall at all times give the Professional or Commission access thereto.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or drawings, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Professional shall decide as to the true intent of the documents.

4. PROFESSIONAL'S STATUS DURING CONSTRUCTION

Professional will be Commission's representative during the construction period. The duties and responsibilities and the limitations of authority of Professional as Commission's representative during construction are set forth herein and shall not be extended without written consent of Commission and Professional.

Professional will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Professional will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Professional's efforts will be directed toward providing for Commission a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Professional will keep Commission informed of the progress of the Work and will endeavor to guard Commission against defects and deficiencies in the Work.

If Commission and Professional agree, Professional will furnish an Inspector to assist Professional in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Inspector and assistants will be provided as follows:

The Commission may appoint on-the-job inspectors who shall be under the direction of the Professional. (1) The inspector on the work will inform the Professional as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. (2) The inspector will call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. (3) The inspector shall have the authority to reject materials that do not conform to plans and specifications. (4) The inspector shall have no authority to direct the Contractor's work or workmen, to supervise the Contractor's operations or to change the contract plans or specifications. (5) In no instance shall any action or omission on the part of the inspector release the Contractor of the responsibility of completing the work in accordance with the plans and specifications.

Professional will have authority to disapprove or reject Work which Professional believes to be defective, and will also have authority to require special inspection or testing of the Work.

5. LIMITATIONS ON PROFESSIONAL'S RESPONSIBILITIES

Neither Professional's authority to act under this Article or elsewhere in the Contract Documents nor any decision made by Professional in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Professional to Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Professional as to the Work, it is intended that such requirement, direction, review or judgment of Professional as to the Work, will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Professional any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the following:

(1) The Professional will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Professional will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

(2) The Professional will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

6. CONTRACTOR'S RESPONSIBILITY

The Contractor shall assume full responsibility for the work and take all precautions for preventing injuries to persons and property on or about the work. Contractor shall be responsible for the replacement cost for damage or injury to persons or property caused by contractor or any subcontractor; Contractor shall bear all losses resulting to him on account of the amount or character of the work or because the conditions under which the work is done are different, or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of the weather, floods, elements, or other causes, and he shall assume the defense and save harmless the Commission, ASTI Environmental, and its individual officers and agents, and all additional named assured, from all claims relating to labor provided and materials furnished for the work; to inventions, patents, and patent rights used in doing the work; to injuries to any persons or property received or sustained by or from the Contractor, his agents or employees in doing the work or arising out of the work performed or to be performed; and to any act, or neglect of the Contractor, his agents or employees.

The mention of any specific duty or liability of the Contractor - in this or in any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the Contractor by the Contract Documents.

7. PERMITS AND REGULATIONS

The Contractor shall secure, at no cost to the Commission, all permits and licenses necessary for the prosecution of the work. The Contractor shall keep himself fully informed of all laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing laws, ordinances, regulations, orders and decrees. Provided, that if the

drawings and specifications are at variance therewith, the Contractor shall promptly notify the Professional in writing and any necessary changes shall be adjusted as provided in the Contract Documents.

The Contractor shall assume the responsibility of performing his work in compliance with all provisions of the permits and/or applications and conditions.

8. SUBCONTRACTS

The Contractor shall not sublet, assign, or transfer this Contract or any portion thereof or any payments due him thereunder, without the written consent of the Commission .

Assignment or subletting any portion of this Contract shall not operate to release the Contractor or his bondsmen hereunder from any of the Contract obligations.

Any subcontractor performing work under this contract may be requested by the Commission to submit a resume and references as proof of their qualifications and demonstrating their ability to satisfy the requirements as set forth in these Contract Documents. The Commission may also require the submission of any additional information necessary to satisfy the Commission that the subcontractor is adequately prepared to fulfill the subcontract in accordance with these Contract Documents.

The Contractor shall, as soon as practicable after the signing of the Contract, notify the Professional and Commission in writing of the names of subcontractors proposed for the work and shall not employ any that the Professional or Commission may object to as incompetent or unfit.

If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the Contractor, and the Contractor shall not be in any manner thereby relieved from his obligation and liabilities; and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

9. INFORMATION BY THE CONTRACTOR

The Contractor shall submit to the Professional full information as to the materials, equipment, and arrangements which the Contractor proposes to furnish. This information shall be complete to the extent that the Professional may intelligently judge if the proposed materials, equipment, and arrangements will meet the Contract requirements.

Prior to the approval of materials, equipment, and arrangements by the Professional based on the information submitted by the Contractor, any work done by the Contractor shall be at his own risk.

The approval of information covering materials, equipment, and arrangements by the Professional shall in no way release the Contractor from his responsibility for the proper design, installation, and performance of any material, equipment, or arrangement, or from his liability to replace same should it prove defective.

10. GENERAL REQUIREMENTS FOR MATERIALS AND WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a

standard of quality most easily understood and defined. If materials or equipment of other make or type than that specified by name are offered by the Contractor they will be given full consideration by the Professional and the Professional's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kinds and quality of materials as the Professional may require.

The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor or tools or appliances that shall not in the judgment of the Professional, be suitable or competent to produce this result may be ordered from the work by him, and such labor or tools or appliances shall be substituted therefore by the Contractor as will meet with the approval of the Professional.

If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, Professionals and the trade.

If any type of machinery, equipment, or tools are specifically needed to prosecute the work in an orderly, workmanlike manner, the Professional may so direct the Contractor to procure same, before work is continued.

The Commission reserves the right to reject any material at the job site even though having been previously tested. All materials rejected by the Commission or its representative shall be removed from the site of work immediately.

The Contractor shall obtain, from his supplier, certificate of compliance to manufacturing and specifications for which the materials are to be used or incorporated in the project.

11. TESTING AND SAMPLES

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the Professional for approval. Where tests are required they shall be made at the expense of the Contractor, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and his certificate therefor submitted to the Professional.

12. STAKING LINES AND GRADES

The Contractor shall be responsible for all construction staking and elevations. A unit price is included in the Proposal Sheet for the Contractor to fill in the Price for this item. Items noted on the drawings as being located by the Commission, or locations approved by the Commission prior to installation shall include the Commission in the decision process. All staking and restaking shall be at the Contractor's expense. The Professional will provide Auto CADD based design files that can be utilized by the Contractor in layout and staking.

Specifically, the Contractor will also be responsible for verifying that all grading completed for the Streambank Stabilization north of Silver Bell Road meets the design parameters of the Professional by providing a drawing depicting proposed and constructed grades. All other areas of the project shall also be constructed to meet the proposed layout and grades unless otherwise approved by the Commission.

The Contractor may utilize Professional Engineering Associates, or any other licensed surveyor of their choice for the staking, layout, and grades.

13. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all public property and private property, within and/or abutting the work area, from injury or loss arising in connection with this Contract. He shall, without delay, make good any such damage, injury or loss, and shall defend and save the Commission, and ASTI Environmental, and all additional named assured, harmless from all such damages or injuries occurring because of his work.

Contractor will not start work until "Trail Closed" signs are posted at the Silverbell Road and Gallagher Road intersections of the Paint Creek Trail AND Parks and Recreation and/or Paint Creek Trailway representatives are on-site (Site #3). Contractor can only continue work while the Silverbell Road to Gallagher Road section of the Paint Creek Trail remains closed and while Parks and Recreation and/or Paint Creek Trailway representatives are on-site. Logs and other materials must be stored a minimum of eight feet from the edge of the limestone trail surface at a location approved by the Commission and/or Professional. Equipment use and log placement should minimize soil disturbance in the adjacent environmentally sensitive Paint Creek Heritage Area – Wet Prairie. Prior to the start of work, Parks and Recreation staff will field locate material storage locations with the Contractor's representative. Similar trail closures and materials placement restrictions may be required for Sites 1 and 2 as well, at the request of the Commission or Professional.

He shall furnish and maintain all passageways, barricades, guard fences, lights, and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions or as directed by the Professional, all at no additional cost to the Commission.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Commission, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

The Contractor shall assume full responsibility of loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the Commission, including fire, vandalism and malicious mischief, and shall turn the finished work over to the Commission in good condition and repair, at the time of the final pay estimate. For the purpose of this section the decision of the Professional, with respect to existing conditions and for the need for corrective action by the Contractor, shall be final.

14. RESPONSIBILITY FOR ADJOINING STRUCTURES AND TREES

The Contractor shall assume full responsibilities for the protection of all pavements, curbs, bridges, railroads, poles, and any other surface structures and all water mains, sewers, telephone, gas mains, and other underground services and structures along and near the work which may be affected by his

operations, and shall indemnify, defend and save harmless the Commission, and ASTI Environmental, against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations.

No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without the written permission of the Commission, and the Contractor will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replaced in a manner acceptable to the Commission.

15. MAINTENANCE OF SERVICE

There shall be no disruptions of the existing utility service without prior approval from Commission through the Professional and the request must be submitted not less than 48 hours in advance of the requested disruption. Any shut off of services will need to be well planned and shall be limited to the least time possible and not for overnight periods.

Drainage through existing sewers and drains shall be maintained at all times during construction and all nearby gutters shall be kept open for drainage.

Where existing sewers are encountered in the line of the work which interfere with the construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained by constructing a satisfactory flume or any other means approved by the Professional.

All detours shown on the Drawings or required because of the Contractor's operation shall be built and maintained at the Contractor's expense.

Safety precautions shall be followed at all street openings; substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic and red flags by day and red lights by night shall be diligently posted by the Contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction signs shall be erected and maintained by the Contractor. In all cases the detour roadways shall be maintained so as to keep free from undue dust conditions and reasonably graded.

During the progress of the work, the Contractor shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the drawings, street intersections may be blocked but one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Professional are necessary to reasonably accommodate the public.

In the event of the Contractor's failure to comply with these provisions, the Commission may with or without notice, cause the same to be done, and will deduct the cost of such work from any money due or to become due the Contractor under this Contract, but the performance of such work by the Commission, or at his insistence, shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

16.

STORAGE OF MATERIALS

Materials and equipment distributed, stored, and placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the Commission, or with street drainage, or with fire hydrants or with access thereto, and not to unreasonably inconvenience the public from access to or use of their property. When construction staging and stockpile areas are required, the Contractor shall place and store all materials for the work within the limits of the construction staging area. The Contractor shall access the construction staging area as designated on the construction documents. The exact location of the staging and stockpile areas will be determined on-site with the Commission and the Professional at the pre-construction meeting. Existing topsoils are to be reused in order to preserve the natural seed stock on the site for regrowth.

17.

RELATION TO OTHER CONTRACTORS

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed on adjoining or related work and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agent. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the Commission shall decide which contractor shall cease work for the time being and which shall continue or whether the work in both contracts shall continue at the same time and in what manner.

18.

CONTRACTOR'S SUPERVISION AND ORGANIZATION

The work under this Contract shall be under the direct charge and direction of the Contractor. The Contractor shall give effective superintendence to the work, using his best skill and attention. The Contractor shall at all times keep on the site of the work, during its progress, a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the Contractor in the latter's absence, and all directions given to him shall be as binding as if given to the Contractor. On written request in each case, all such directions will be confirmed in writing to the Contractor.

The Contractor shall employ only competent, effective workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the Professional shall notify the Contractor, in writing, that any man on the work is, in the opinion of the Professional, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from work and shall not again be employed on it except with the written consent of the Professional.

The Contractor shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this contract and shall have at all times during working hours, a representative authorized to act on behalf of the Contractor. Any communication given to and received by said representative shall be deemed to have been given to and received by the Contractor. Copies of the drawings and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

19.

FACILITIES FOR INSPECTION

The Commission, the Professional, and their employees shall at all times have the right to enter upon the premises upon which work is being done, or upon which material is stored for the work under this Contract, and to inspect the work and materials, and to ascertain whether or not the construction is carried out in accordance with this Contract, and the Contractor shall furnish all reasonable facilities, and give ample time for such inspection. All materials shall be subject to mill and shop inspection, as provided in the specifications.

The Contractor shall promptly remove from the premises all materials rejected by the Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Commission and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such rejected work and materials promptly, after written notice, the Commission may remove them and store the material at the expense of the Contractor.

The Professional has the right to have removed by the Contractor such portion of the work as he may deem necessary for the discovery of improper work or material, and the Contractor must restore such work at his own expense if improperly done and at the expense of the party of the first part if found to be in proper condition. Any work which during its progress and before its final acceptance may become damaged from any cause, shall be removed and replaced by good, satisfactory work at the Contractor's expense.

20.

SHOP DRAWINGS

Where called for in the specifications, the Contractor shall submit to the Professional for approval in not less than five (5) copies, details, specifications, cuts and drawings of such equipment and structural work as may be required. The Contractor shall make any changes or alterations required by the Professional and re-submit same without delay. The approval of the Professional shall not relieve the Contractor of responsibility for errors in the drawings, as the Professional's checking is intended to cover compliance with the drawings, and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the Professional has approved the shop drawings.

21. ERRORS, CORRECTIONS AND CHANGES IN DRAWINGS AND SPECIFICATIONS

The Contractor shall examine and check all drawings and specifications furnished by the Commission for dimensions, quantities, types of materials, and coordination with other parts of the work on this or related contracts. No structure, sewer pipe, water main or fixtures thereto shall be placed or constructed under conditions which may be expected to result in defective work. If the soil is not sufficiently stable to properly support structure, or if the Contractor wishes to question the materials prescribed, the Contractor shall stop work and immediately notify the Commission and Professional. The Professional shall review these conditions, and if he may deem it necessary he shall make changes in design or accept suggested contractor changes in construction procedure before work is to continue. The Contractor shall not be allowed to take advantage of any such error, omission or discrepancy, as full instructions will be furnished by the Professional, and the Contractor shall carry out such instructions as if originally specified. In no case shall the Contractor proceed with the work in uncertainty, and any work done by the Contractor after the discovery of any error, omission or discrepancy, until authorized, will be at the

Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Commission and Professional, notwithstanding any minor omissions in the specifications or plans.

22.

CHANGES IN THE WORK

The Commission shall have the right to require, by written order, changes in, additions to, or deductions from the work required by the contract Documents; provided that if changes, additions or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjustment of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the Commission specifically authorized such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the Professional before the commencement of the work. Where the written order diminishes the quantity of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

Under circumstances which, in the judgment of the Professional, so necessitate, the Professional shall have authority to require, by written order, changes in, additions to, or deductions from the work. Such written order by the Professional shall be subject to later confirmation by the Commission when the extent and costs have been established.

It is understood and agreed that in case any change in, addition to, or deduction from the work is required, said change shall in no way invalidate the Contract and shall not affect or discharge the bonds furnished by the Contractor.

The Contractor, without extra charge, shall make such slight alternations as may be necessary to make adjustable parts fit to fixed parts, leaving all complete and in proper shape when done.

23.

BASIS FOR DETERMINING COST OF CHANGES IN THE WORK

Adjustments, if any, in the Contract price by reason of change in the work shall be limited to the amount specified in the written order authorizing the change in the work. Adjustments shall be determined by one or more of the following methods, the Commission reserving the right to select the method or methods at the time the written order is issued:

(a) An acceptable lump sum proposal: To facilitate checking and acceptance, the proposal shall be itemized with quantities and prices given for the various items. In determining the acceptability of such proposals, the Commission will use as a general guideline the various items contained in paragraph 23 (c) below.

(b) Unit price: The unit prices may be the "Unit Price" set in the Agreement, or fixed by subsequent agreement between the Commission and the Contractor.

(c) On a cost-plus-limited-basis, not to exceed a specified maximum limit of cost:

"COST" as herein used shall be the actual and necessary cost incurred by the Contractor by reasons of the change in the work for:

- (1) labor
- (2) materials
- (3) equipment rental
- (4) insurance premiums

(1)**Labor costs** shall be the amount shown on the Contractor's payroll taxes added when such taxes can be shown to have been incurred. In no case shall the rates charged for labor exceed the rates paid by the Contractor for the same class of labor employed by him to perform work under the regular items of the Contract.

(2)**Materials costs** shall be the net price paid for material delivered to the site of the work. If any material previously required is omitted by the written order of the Commission after it has been delivered to or partially worked on by the Contractor and consequently will remain its full value for other uses, the Contractor shall be allowed the actual cost of the omitted material less a fair market value of the material as determined by the Commission.

(3)**Equipment rental** shall be the actual additional costs incurred for necessary equipment. Costs shall not be allowed in excess of usual rentals charged in the area for similar equipment of like size and condition; including the costs of necessary supplies and repairs for operating the equipment. No costs, however, shall be allowed for the use of equipment on the site in connection with other work unless its use incurs actual and additional cost to the Contractor. If equipment not on the site is required for the change in the work only, the cost of transporting such equipment to and from the site shall be allowed.

(4)**Insurance premiums** shall be limited to those based on labor payroll and to the types of insurance required by the Contract. The amount allowed shall be limited to the net costs incurred as determined from the labor payroll covering the work. The Contractor shall, upon request of the Commission, submit verification of the applicable insurance rates and premium computations.

"PLUS" as herein used is defined as a percentage to be added to the items of "Cost" to cover superintendence, use of ordinary tools, bonds, overhead expense and profit. The percentage shall not exceed 15 percent on work done entirely by the Contractor and shall not exceed an aggregate total of 20 percent on work done by a subcontractor.

"SPECIFIED MAXIMUM LIMIT OF COST" is the amount stated in the written order of the Commission authorizing the change in the work. The amount to be allowed the Contractor shall be the "cost," "plus" the percentage or the specified maximum, whichever is the lesser amount.

The Contractor shall keep complete, accurate, daily record of the net actual cost of changes in the work and shall present such information in such form and at such times as the Commission may direct.

24. PATENTS

The Contractor shall pay all royalties and license fees and shall hold and save the Commission, ASTI Environmental, and his agents harmless from all liability of any nature or kind, including cost and expenses, for, or account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Commission, unless otherwise specifically stipulated in the Contract Documents. In this respect the Contractor shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit, or action at law or in equity of any kind, whatsoever is brought against the Commission, involving any such patents or license rights, then the Commission shall have the right to, and may, retain from any money due or to become due to the Contractor, such sufficient sum as is considered necessary to protect said Commission against loss, and such sum may be retained by the Commission until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the Commission.

25. "OR EQUAL CLAUSE"

Whenever in any of the Contractor Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "or equivalent" if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard or design, effectiveness and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and effectiveness. The Contractor shall comply with the requirements of the Contract Documents relative to the Commission's approval of materials and equipment before they are incorporated in the work.

26. CLEANING UP

The Contractor shall keep the site free of accumulation of surplus materials and rubbish caused by Contractor and Subcontractors. The Commission will determine a suitable location for rubbish bins that shall be provided by the Contractor who will be responsible for their removal.

The Contractor shall, as directed by the Professional, remove at his own expense from the Commission's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. Unless otherwise stated on the plans or in supplemental specifications, the Contractor shall restore the job site to substantially the same condition as existed prior to beginning of work.

27. USE OF COMPLETED PORTIONS OF THE WORK

The Commission may, at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions may not have expired. In such event, the Contractor will be relieved of maintenance of said portion, except as covered by his guarantee of same. The use of any portion of the work by the Commission under the provisions of this section, shall not constitute final acceptance of the work and shall not be construed to be a final pay estimate for such work. The date of final pay estimate shall be the date of final pay estimate for the entire project covered under this Contract.

28. PAYMENTS WITHHELD

The Commission may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect the Commission from loss on account of:

- (a) Defective work not remedied;

- (b) Claims filed or reasonable evidence indicating probable filing of claims;
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (d) A reasonable doubt that the Contract cannot be completed for the balance then unpaid;
- (e) Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

29. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the Commission should fail to pay to the Contractor within sixty (60) days of its maturity and presentation any sum certified by the Professional, provided no appeal is taken, the Contractor may, upon fourteen (14) days' written notice to the Commission and the Professional, stop work or terminate this Contract, and shall receive from the Commission payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the Professional, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Contract.

30. FAIR EMPLOYMENT PRACTICES ACT

The Contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry, age, nor shall age or sex be a condition of employment except where based upon a bona fide occupational qualification, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of these covenants may be regarded as a material breach of this Contract.

31. AUTHORITY

No agent of the Commission shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of these specifications, except insofar as such authority is conferred by Section 22 Changes in the Work, or otherwise specifically conferred by the specifications themselves, without the formal authorization to do so, conferred by the Contract of which the specifications are a part, or by ordinance, resolution, or other usual official action by the Commission.

32. STARTING WORK

Material shall be ordered and work shall begin on the ground within ten (10) days after the notice to proceed has been given, unless otherwise stated.

33.

SANITARY REGULATIONS

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the Contractor, and their use shall be strictly enforced.

34.

SUNDAY, HOLIDAY AND NIGHT WORK

The Contractor is required to prosecute work done under this Contract during the hours of daylight, and no work will be permitted at night or on Sundays or Holidays, except to save property or life or as specifically authorized or directed by the Professional.

35.

PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the Professional shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time herein stated.

If, in the opinion of the Professional, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon written order, shall proceed with such work without delay. Should he fail to so proceed, the Professional may do or cause to be done, such work, and the cost of the same will be deducted from any money due or to become due the Contractor under this Contract.

36.

TIME OF COMPLETION

The time allowed for completion of the work contemplated in this Contract shall be as stated in the Proposal or specifications.

37.

DELAYS AND EXTENSION OF TIME

Should the Contractor be unavoidably delayed in the commencement, prosecution or completion of the work under this Contract by:

Any act or omission of the Commission, or his agents;

Injunctions, or acts of omissions of public authorities in consequence of acts of omissions of the Commission, or his agent;

Reason of any cause or circumstances, weather conditions being specifically excepted, which the Commission shall decide is absolutely and clearly beyond the control of the Contractor and not covered or contemplated by the Contract Documents; then the time for completion of said work shall be extended by the Commission, in writing, for a period equivalent to the time lost by reason of any of the aforesaid causes mentioned above. No such extensions shall be made unless the Contractor shall have presented to the Commission a written notice of the claim therefore within 48 hours of the occurrence of such delay; or in case of extra work or modification of the plans and specifications, unless the extension of time has been mutually agreed to by the Contractor and the Commission at the time the extra work or modification is ordered. It shall be the sole responsibility of the Contractor to present such pertinent facts and data as will satisfy the Commission that the delays as claimed are unavoidable and substantial, and could not be reasonably anticipated or adequately guarded against.

If, in the opinion of the Commission, it becomes necessary for maintaining the progress required to complete the Contract within the specified time or to the time extended, to work after regular hours, on Sundays or Holidays, the Contractor must immediately do so upon request without additional cost to Commission.

Permitting the Contractor to continue and finish the work, or any part of its, after the time fixed for its completion, or after the date in which the time for completion may have been extended shall in no way operate as a waiver on the part of the Commission of any of its rights under this Contract.

All days in which work is suspended by order of the Professional, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

38. LIQUIDATED DAMAGES

In the event of delay in the completion of the entire work required hereunder beyond the period here prescribed or beyond the period to which such time may be extended by authority of the Commission for good cause shown, the Commission shall be paid damages for such delay. In as much as the amount of such damage will be extremely difficult to ascertain, the Contractor agrees to compensate the Commission in the sum of **\$500.00** for each and every calendar day that the time consumed in said performance and completion exceeds the time herein allowed for that purpose, which said sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the Commission will suffer by reason of said delay and default and not as penalty; and the Commission shall have the right to deduct and retain the amount of such liquidated damages from any moneys due or which may become due under this Contract. It is further agreed that permitting the Contractor to complete the work after the time fixed for its completion shall in no way operate as a waiver on the part of the Commission of any of its rights under this Contract.

39. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for the completion of the work is the essence of this Contract, and the Contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed in every respect, within the time herein specified.

40.

ESTIMATED QUANTITIES

The quantities of the various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract; and neither the Commission nor its agents is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the Contractor shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered and the estimated quantities as herein stated.

41. FORFEITURE OF CONTRACT OR TERMINATION BY COMMISSION FOR CAUSE

If the work to be done under the Contract shall be abandoned by the Contractor, or if at any time in the judgment of the Commission, the Contractor shall fail to prosecute the work at a reasonable rate of progress, or to comply with all or any part of the terms and requirements herein set forth, then the Commission shall have the right to take possession of the work, including Contractor's machinery, equipment, tools, supplies, and materials, at any time after having notified the Contractor in writing to discontinue the work under this Contract for said cause or causes, and such action shall not affect the right of the Commission to recover damages resulting from such failure. Upon receiving such notice, the Contractor shall and will, upon demand, immediately give the Commission safe and peaceable possession of the work, and shall then cease to have control over any portion thereof or the men employed thereon.

The Commission may then proceed to complete the work herein specified by Contract or otherwise; and the entire cost of same shall be charged to the Contractor and deducted from any sum or sums due or to become due under the Contract; the excess cost, if any, to be paid by the Contractor or his sureties, to said Commission when the work is completed.

42.

NO WAIVER OF CONTRACT

Neither the acceptance of the whole or any part of the work by the Commission or his Professional, or any of its agents, nor any order, measurements, or certificate by the Professional, nor any order by the Commission for the payment of money, nor any payment for the whole or any part of the work by the Commission, nor any extension of time, nor any possession taken by the Commission or its agents, shall operate as a waiver for any portion of the Contract or any power therein reserved to the Commission, or any right to damages therein provided; nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

43.

PAYMENT NOT TO BE STOPPED

The Commission shall not, nor shall any office thereof, be precluded or stopped by any return or certificate made or given by the Professional or other office, agent or appointee, under the provisions of this agreement, at any time (either before or after the final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the Contractor or his sureties, separately or collectively, such sums as may have been improperly paid said Contractor by reason of any return or certificate which has been untruly or incorrectly compiled.

44.

GUARANTEE

The Contractor shall guarantee to the Commission for a period of two (2) years from the date of final payment to keep in good order and repair any defect in all the work done under this Contract, either by the Contractor or his subcontractors, or the material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the Commission, and the Contractor shall execute, in favor of the Commission, a Maintenance and Guarantee Bond, which is a part of these Contract Documents.

45.

ESTIMATES AND PAYMENTS

The Commission shall pay and the Contractor receive the prices bid in the proposal, or agreed upon, less any deduction for any uncompleted portion, based upon measurements made by the Professional or as otherwise herein stipulated, and such measurements shall be final and conclusive.

As an aid to the Commission in preparing estimates for progress payments, the Contractor may be required to submit to the Commission for approval, a breakdown of some or all Contract unit prices into their essential component parts. The sum of the component parts shall not exceed the total Contract price per unit and the breakdown shall not overrule the Contract price per unit.

The Contractor shall submit to the Commission a written request for each payment and a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the Commission other than as indicated on the Contractor's Declaration. When requested by the Commission, the Contractor shall submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments based on progress estimates will be made within thirty (30) days of receipt by the Township of the progress estimates for work completed during the preceding month or since the date of the last preceding progress payment. Payments will be in accordance with the provisions of Act 524 of the Michigan Public Acts of 1980 and in accordance with the terms of this Contract. No allowance will be made for materials furnished which are not incorporated in the finish work, unless otherwise stated.

Pursuant to Act 524, Michigan Public Acts of 1980, the Commission shall designate a person representing it to whom written requests for payments shall be submitted. The Contractor shall designate a person who shall submit written requests for payment to the Commission.

The Commission may withhold payment of any estimates or portion of estimate until the Contractor shall have furnished satisfactory evidence that he has paid all claims of every nature.

No payment shall be considered as acceptance of the work or any portion thereof prior to the final completion of the work and payment of the final estimate.

RESOLUTION OF CLAIMS AND DISPUTES

CORRECTION PERIOD

If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Document or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Commission or permitted by law is found to be defective, Contract shall promptly, without cost to Commission and in accordance with Commission's written instructions, repair such defective land or areas; or correct such defective Work or if the defective Work has been rejected by Commission, remove it from the Project and replace it with Work that is not defective, and satisfactorily correct or repair or remove and replace any damage to other Work, to the work others or other land or areas resulting there from.

Contractor's obligations under this Paragraph are in addition to any other obligation or warranty. The provisions of this Paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

RESOLUTION OF CLAIMS AND DISPUTES:

I. CLAIMS FOR RETAINED FUNDS

In the event a dispute arises over an avoidable or unacceptable delay in the performance of the work as described in Section 4 (3) of Act 524 of Michigan Public Acts of 1980 (MCLA 125.1564 (3) the dispute may, at the option of the Commission, be submitted for resolution in accordance with the provisions of Section 4 of Act 524 of Michigan Public Acts of 1980 to an agent designated pursuant to Section 4 (2) of the Act. The dispute resolution process described above shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds. Nothing herein shall impair the right of the Commission to bring an action in any court of jurisdiction to determine the rights of the parties.

II. OTHER CLAIMS.

A. Claims, including those alleging an error or omission by the Professional, shall be referred initially to the Professional for decision. An initial decision by the Professional shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Commission arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Professional with no decision having been rendered by the Professional. The Professional will not decide disputes between the Contractor and persons or entities other than the Commission.

B. The Professional will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Professional is unable to resolve the Claim if the Professional lacks sufficient information to evaluate the merits of the Claim or if the Professional concludes that, in the Professional's sole discretion, it would be inappropriate for the Professional to resolve the Claim.

C. In evaluating Claims, the Professional may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Professional in rendering a decision. The Professional may request the Commission to authorize retention of such persons at the Commission's expense.

D. If the Professional requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Professional when the response or supporting data will be furnished or advise the Professional that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Professional will either reject or approve the Claim in whole or in part.

E. The Professional will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Professional shall be final and binding on the parties but subject to mediation.

F. When a written decision of the Professional states that (1) the decision is final but subject to mediation and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Professional's decision becoming final and binding upon the Commission and Contractor. If the Professional renders a decision after proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

G. Upon receipt of a Claim against the Contractor or at any time thereafter, the Professional or the Commission may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Professional or the Commission may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

H. If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Professional, by mediation or by arbitration.

47.

FINAL PAYMENT

Within thirty (30) days after the completion of the work under this Contract to the satisfaction of the Commission and the Professional, in accordance with all and singular terms and stipulations herein contained, the Commission shall make final payment, from a final estimate made by the Professional. Before final payment is made, the Contractor shall, as directed by the Commission, transfer to the Commission all applicable items accumulated throughout construction. Satisfaction of the following requirements shall be considered a part of the final payment request. These include, but are not limited to the following items:

- ☐ Contractors Affidavit that he has paid or satisfactorily secured all claims of every nature; and shall furnish releases from the surety or sureties and permit agencies, as applicable, approving payment of final estimate by the Commission.

- ☐ Operating and maintenance instructions and shop drawings for all mechanical and electrical equipment and other special items.
- ☐ Service manuals, installation instructions, special tools, and specialties.
- ☐ Spare parts ordered as part of this Contract.
- ☐ Submittal of Contractor's two-year guarantee
- ☐ Submittal of manufacturer's guarantees, bonds and letters of coverage extending beyond the time limitations of the Contractor's guarantee.
- ☐ Delivery of any salvaged or borrowed materials or equipment to the Commission.
- ☐ Record documents of completed facilities.
- ☐ All keys to all doors, gates, and equipment.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the Commission and his Agents, from all claim and liability to the Contractor for anything done or furnished for, relating to the work, or for any act or neglect of the Commission or of any person relating to or affecting the work.

48. WAIVERS OF LIENS

Before receiving final payment, the Contractor shall furnish the Professional with two (2) copies of waivers of lien from all supplies of labor and material for the project.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Commission a complete release of any or all claims or liens arising out of this Contract, or receipts in full in lien thereof, and in either case, an affidavit that so far as he has knowledge or information, the releases and/or receipts include all the labor and material for which a claim or lien could be filed. However, if any person, firm, or corporation which has filed a claim or lien refuses to furnish a release or a receipt in full therefore, any payment which would otherwise become due will be made, provided, the Surety on the Contractor's Labor and Material Bond consents in writing to such payment to the Commission and further furnishes the Commission an affidavit that said Surety will indemnify the Commission against such claim or lien. If any claim or lien remains unsatisfied the Commission reserves the right to use monies earned by the Contractor to discharge said claim or lien including all associated costs.

49. INSURANCE

The Contractor shall not commence work or continue work, nor shall he allow any subcontractor to commence or continue to work under this contract, until all insurance policies or certificates of insurance required under this paragraph have been submitted to the Commission and approved by the Commission.

The Contractor, at his option shall, either, (1) require each of his subcontractors to procure and maintain during the life of his subcontract, Workmen's Compensation Insurance, Subcontractor's Public Liability and Property Damage Insurance, Subcontractor's Motor Vehicle Bodily Injury and Property Damage

Insurance, and Commission's and Contractor's Protective Public Liability and Property Damage Insurance of the types and in the amounts as specified for the Contractor, or (2) insure the activities of his Subcontractors in his own policies.

(a) Workmen's Compensation Insurance

The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. If the Contractor is a sole proprietor, in lieu of Workers' Compensation Insurance, the Contractor must submit a completed and notarized Sole Proprietor Form.

(b) Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

(c) Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance

The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage's, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

(d) Commission's Protective Public Liability and Property Damage Insurance (Contractor only)

The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

(e) Commission's and Contractor's Protective Public Liability and Property Damage Insurance (Subcontractor only)

The Contractor shall require each of his subcontractors to procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

(f)

Additional Named Assured

Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The Charter Township of Oakland, the Charter Township of Oakland Parks and Recreation Commission, The Paint Creek Trailways Commission, all elected and appointed officials thereof, all employees, agents and volunteers thereof, and all boards, commissions and/or authorities thereof, including all members, employees, agents and volunteers thereof."

List Township as Certificate Holder: Commercial General Liability and Motor Vehicle Liability Insurance shall list Oakland Township Parks and Recreation Commission as certificate holder: Charter Township of Oakland, 4393 Collins Road, Rochester, MI 48306.

Format for providing proof of insurance:

To provide evidence that the vendors of the Oakland Township Parks and Recreation Commission have the required types and amounts of insurance coverage during their term of service, vendors are required to provide both a Certificate of Insurance and evidence that the Oakland Township Parks and Recreation Commission has been given Additional Insured Status on liability policies, by furnishing either the endorsement to the policy or the appropriate language from the actual policy which grants the additional insured status.

Indemnification Clause

The Contractor shall, at its own expense, indemnify and hold harmless the Oakland Township Parks and recreation Commission, the Paint Creek Trailways Commission, and the Charter Township of Oakland, its elected and appointed officials, employees and volunteers and others working on behalf of the Charter Township of Oakland, against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses, including without limitation: direct, indirect, incidental, consequential, special and punitive damages, fees and expenses of attorneys, expert witnesses and other consultants which may be imposed upon, incurred by, or asserted against the Township as a result of any negligent or tortious act, error of omission of the Contractor, or any of its personnel, employees, consultants, or subcontractors, agents or any entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, their agents and employees (collectively called 'Associates') for whose acts any of them might be liable, including, but not limited to, any and all injury to the person or damage to the property of, or any loss or expense incurred by an employee or the Township; and any failure by the Contractor, or any of its "Associates" to perform its obligations either implied industry standards, or expressed under this Contract; and any violation of any federal, state or local statute, regulation, ordinance, permit or license by the Contractor, or any of its personnel, employees, consultants, or subcontractors, or any of its "Associates", only to the extent of negligent or tortious acts, errors or omissions of the Contractor.

The Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages; compensation; or employee benefits. In addition, the Contractor agrees to hold the Township, the Commission, and the Paint Creek Trailways Commission harmless from the payment of any deductible on any insurance policy paid or any other amount paid to the Township, or its elected and appointed officials, employees and volunteers, or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFP.

(h)

Proof of Carriage of Insurance

The Contractor shall provide the Commission with certificates and policies listed below at the time contracts are returned by him for execution. The Commission may request that all certificates and policies be written for a two-year period from the date of the Contract award. Each such certificate and policy shall contain a guarantee by specific endorsement that twenty (20) days' notice shall be given to the Commission prior to cancellation of, or change in, any such insurance. Where the Contractor does not insure the activities of his Subcontractors in his own policies, the Contractor shall require each of his Subcontractors similarly to furnish the Commission with certificates and policies listed below containing the guarantee of twenty (20) days' notice by specific endorsement. The Contractor shall submit Subcontractor's certificates and policies with the written request to the Commission for Subcontractor approval.

(1)Five (5) copies of Certificate of Coverage of Contractor's and/or Subcontractor's Workmen's Compensation Insurance.

(2)Five (5) copies of Certificate of Coverage of Contractor's and/or Subcontractor's Public Liability and Property Damage Insurance.

(3)Five (5) copies of Certificate of Coverage of Contractor's and/or Subcontractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired, and non-owned vehicles.

(4)Four (4) copies of policy of Commission's and/or Commission's and Contractor's Protective Public Liability and Property Damage Insurance.

GENERAL SPECIFICATIONS

The General Specifications for the project shall be "Standard Specification for Construction 2012" and "Standard Plans" of the Michigan Department of Transportation unless otherwise stated within the Project Drawings or the Supplemental Specifications.

SUPPLEMENTAL SPECIFICATIONS

Note: The following articles form an integral part of these bidding/contract documents. The Bidder/Contractor shall be responsible for inclusion of all detailed information described herein when deriving unit prices/contract price.

Conflicts arising between these supplemental specifications and the remainder of the bid/contract package (plans and bid/contract book) shall defer to the supplemental specifications.

A pre-construction conference will be scheduled immediately after the award of the contract by the Commission. The Contractor must be prepared to execute the contract and begin construction as soon as possible.

Work described in these contract documents may occur only upon receipt of a permit from the Oakland County Water Resources Commissioner (O.C.W.R.C.). The Contractor is responsible for determining whether road permits will be required. The Township has applied for the MDNR/USACE Joint Permit from the Michigan Department of Environmental Quality. Contractor must meet and comply with all requirements of these permits. All permit fees not already paid for by the Commission shall be the responsibility of the Contractor.

Site work, not otherwise specified in the Construction Documents, both written and drawn, shall be provided and preformed in accordance with the Michigan Department of Transportation (MDOT) most recent published edition standards.

SPECIFICATIONS

SOIL EROSION AND SEDIMENTATION CONTROL

1.0 GENERAL

1.1 CONTROL REQUIREMENTS

- 1.1.1 The GENERAL CONDITIONS and GENERAL REQUIREMENTS are made a part of this Section.
- 1.1.2 Rules, regulations or laws of any controlling governmental agency shall govern, when they are more stringent than the requirements of this Section.
- 1.1.3 All earth changes shall be made in such a manner as to minimize: (1) the area of disturbed land exposed and unprotected against erosion; and (2) the duration of such exposure.
- 1.1.4 Sediment caused by accelerated soil erosion shall be restricted to a non-polluting minimum (as determined by the agency designated in accordance with, and having jurisdiction as responsibility for the enforcement of sedimentation control).
- 1.1.5 All sedimentation control facilities shall be maintained in an operating condition satisfactory to the designated agency, for the period of time which that agency deems necessary. This provision applies to all facilities that directly receive waters from the earth-change area, whether such facilities are a part of the proposed construction or existed prior to proposed construction.
- 1.1.6 Temporary stabilization measures shall be repeated when, and as often as, required by the aforementioned agency.
- 1.1.7 Any facility constructed for the conveyance of water around, through of from the earth-change area shall limit the water flow to a non-erosive velocity.
- 1.1.8 Temporary sedimentation control devices and facilities shall be removed upon completion of the primary construction. The land surface area formerly occupied by such facilities shall then be graded and restored in accordance with the Plans and Specifications.

2.0 PRODUCTS

2.1 MATERIALS

- 2.1.1 Straw bales and mulch shall be clean wheat straw. Straw shall be clean and free of weeds and weed seed. Bales are to be standard rectangular shape held together with two strands of hemp rope.
- 2.1.2 Silt fence shall be Mirafi Envirofence or equal.
- 2.1.3 Liquid asphalt shall be RC-250 or MC-250 or asphalt emulsion RS-1 or SS-1h.

3.0 EXECUTION

3.1 CONSTRUCTION SEQUENCE

- 3.1.1 To minimize the area of unstabilized land surface over which storm waters must flow, construction shall proceed from lower ground toward higher ground whenever possible, except as modified in the Supplemental Specifications.

3.2 TEMPORARY STOCKPILES

- 3.2.1 The Contractor shall take steps to prevent, or contain on-site, erosion from material stockpiles. Special preventive methods may be necessary where the Work is in proximity to lakes or streams.

3.3 SEDIMENTATION CONTROL

- 3.3.1 Sediment shall be removed from waters issuing from storm drains under construction prior to the release of such waters to a lake or stream, unless such waters are discharged into a permanent sedimentation control facility. The Contractor shall provide and maintain a temporary sedimentation control device or facility to serve this function. This temporary shall be located immediately upstream of the point of discharge to the lake or stream.
- 3.3.2 The Contractor shall provide a suitable temporary sedimentation control facility at any connection to an existing enclosed storm drain, to minimize deposition of sediment in the existing storm drain during construction.
- 3.3.3 To prevent sediment from entering existing storm drains during the construction period, the Contractor shall provide suitable control facilities around storm water inlet facilities.
- 3.3.4 All open ditches and natural watercourses intercepted by the proposed construction shall be temporarily re-routed, provided with temporary sedimentation control facilities within their cross-section, and/or diverted into a newly-established drain via non-erosive channels.
- 3.3.5 Temporary sedimentation control devices and/or facilities shall be as designated on the Plans. Modifications to the Plan requires prior approval of the Professional and local permitting agency.
- 3.3.6 In all cases, such facilities, whether permanent or temporary, shall be provided prior to any significant clearing, grading or surface disruption of the tributary area.

3.4 DE-WATERING

- 3.4.1 Pumped water from well points or de-watering wells installed to lower the water table to facilitate the proposed construction shall not discharge onto unstabilized areas. Such discharge shall be conveyed by pipe, hose or stabilized channel to a settling basin or other suitable sedimentation control facility.

3.5 WATERCOURSE PROXIMITY

- 3.5.1 Where natural streams, marshes or existing drainage watercourses are encountered within, or are situated within 500' of the proposed construction, special care shall be exercised to minimize erosive losses and water contamination. These shall include, but not be limited to, the following:
- A. Prompt completion of Work (including clean-up operations) in all areas adjacent to streams, marshes or watercourses.
 - B. Use of temporary or permanent erosion control devices during construction to minimize erosion and the resultant deposition of sediment into any stream, marsh or watercourse.

3.6 VEHICULAR CONTROLS

- 3.6.1 Where vehicles or heavy equipment must cross streams, ditches or other existing watercourses, installation of culverts or bridges at approved locations will generally be required. Where frequent use of improved roads by off-the-road vehicles is encountered, suitable cleaning methods shall be used to minimize the transfer of sediment-producing materials from the treads and tracks of the vehicles onto the improved surface.

3.7 RESTABILIZATION OF TERRAIN

- 3.7.1 Final clean-up shall leave the property in as good or better condition than it was at the beginning of construction. Cleanup operations including at least rough grading and temporary stabilization shall be started within fifteen (15) days from the date:
- A. Pipe is laid (or the shaping of an open drain is completed) in any location;
 - B. One acre or more of the ground surface is brought to its approximate proposed elevation, in an earth excavation, mining, land filling, mass grading, or land balancing project; or
 - C. Of substantial completion of the base, the curb, or the curb and gutter, whichever first occurs, in a road, street, highway, parking area or sidewalk construction project;
- 3.7.2 Temporary stabilization applied during freezing weather shall consist of straw mulch applied at the rate of 2 tons per acre, "tacked" in place with liquid asphalt (RC-250 or MC-250) applied at the rate of 500 gallons per acre. Temporary stabilization applied during other than freezing weather shall consist of seed oats or annual rye grass applied at the rate of 25 pounds per acre with straw mulch applied at the rate of 2 tons per acre, "tacked" in place with liquid asphalt (RC-250 or MC-250) or with asphalt emulsion (RS-1m or SS-1h) applied at the rate of 200 gallons per acre.
- A. Temporary stabilization shall be provided during the non-growing season for all areas to be sodded. This time period is generally from October 21 through April 30, both inclusive.
 - B. Temporary stabilization shall be provided during the non-growing season for all areas to be seeded. This time period is generally from October 2 through April 19, both inclusive.
 - C. Temporary stabilization shall be provided for all uncompleted areas where significant earth disruption ceases for more than 30 days.
- 3.7.3 All areas which have been temporarily stabilized shall be permanently stabilized no later than 60 days following commencement of the planting season immediately following substantial completion of construction.

3.7.4 All mulch used for temporary stabilization shall be either removed or deeply incorporated into the soil prior to permanent stabilization.

3.7.5 **Permanent Stabilization** is hereby defined as the Work described elsewhere in the Specifications and on the Drawings.

3.8 CONTRACTOR'S GENERAL RESPONSIBILITY

3.8.1 The Contractor shall be responsible for the proper implementation of the "Soil Erosion and Sedimentation Control Plan" as a part of this Contract. A regular inspection program and a thorough maintenance program shall be developed and implemented by the Contractor to insure the effectiveness of the erosion and sedimentation.

PAINT CREEK TRAIL STREAMBANK STABILIZATION
EXCAVATION, EMBANKMENT, AND
SUBGRADE PREPARATION

PART 1 GENERAL

Section includes

Excavation, embankment, and subgrade preparation shall consist of all work associated with the construction of the sledding hill but not limited to: cutting and shaping of the subgrade, subbase, slopes and shoulders, foundations, paths and approaches, berms, dikes, removal and disposal of all materials necessary for construction of the proposed work. The placement of embankment (fill) material to the specified compacted thickness to the level and contours indicated on Construction Drawings or in the standard details.

References

Michigan Department of Transportation Standard Specifications for Construction, 2003 Edition

Michigan Department of Transportation Density Control Handbook

definitions

Sound Earth: Any natural or otherwise approved material that can be compacted to the required density, contains no organic material, and has a maximum unit weight of at least 95 pounds per cubic foot.

Frost Heaved Textured Material: Any material containing more than 50 percent silt particles by weight, and having a plasticity index less than 10.

Silt: Any material having a particle size of 0.075 to 0.002 mm.

Part 2 Products

All materials shall be in accordance with Section 205, 902, and 910 of the Michigan Department of Transportation Standard Specifications for Construction, 2003 Edition, in accordance with the Construction Drawings, as specified herein, or as directed by the Engineer.

Granular Material Class II, III

Open-Graded Aggregate

Dense-Graded Aggregate

Geosynthetics

Clay

Material excavated from the job site may be used in subsequent phases of the work provided it is of sufficient quality to meet the requirements of the use in other locations. Such material that is suitable for construction may be used in the new construction work if approved by the Engineer.

Part 3 Execution

General

All work shall be in accordance with Section 205 of the Michigan Department of Transportation Standard Specifications for Construction, 2003 Edition, in accordance with the Construction Drawings, as specified herein, or as directed by the Engineer.

The Contractor shall take ample precautions to protect all trees and ornamental shrubbery not within the limits of the construction area or as shown on the Construction Drawings to be saved from injury by workmen, equipment or any other agencies connected with the work including subcontractors. Such protection shall be provided during the progress of the excavation, grading or other phases of the work as necessary. Such trees or shrubbery shall be surrounded by protective posts or fencing before construction begins when in the judgment of the Engineer such precautionary measures are necessary.

If as a result of any phase of the work trees are damaged or it is necessary to remove limbs in the way of construction, the repair of the damage and such limb removal shall be done by the Contractor as directed by the Commission or Professional to their complete satisfaction. All costs for the protective work shall be borne by the Contractor as incidental contract work.

In excavating around manholes and catch basins or inlets, care shall be exercised to avoid removing the castings and pushing soil and debris into the structures. Soil and Debris pushed into manholes, catch basins or inlets by the Contractor's operations shall be immediately removed.

Excavation, Earth

Construct earth grades by excavating soil or rock and by placing embankments or fills. Salvage and stockpile selected materials for use on other parts of project. Dispose of unsuitable materials. The Contractor shall stockpile all existing site topsoils on the site at a location(s) determined on-site with the Commission. The existing stockpile of topsoil is to be reused and reapplied on the sledding hill once grading is complete. The Contractor shall be responsible for screening and making usable the soil. The existing topsoil contains existing seed bank which is very important for reestablishing these same plants back onto the sledding hill site. A nurse crop of annual rye will also be applied. See drawings and specifications for additional information.

Compact the subgrade to not less than 95 percent of its maximum unit weight to a depth of at least 10 inches. If the subgrade cannot be compacted to 95 percent of its maximum unit weight, using conventional construction methods, the Engineer may authorize use of other methods to attain compaction.

In cut sections where the existing material meets subbase specifications, construct the grade to top of subbase rather than to the bottom of subbase. The Engineer will then determine whether the existing material meets subbase requirements. Shape material meeting subbase requirements to the top of subbase and compact to not less than 95 percent of its maximum unit weight to a minimum depth of 12 inches. The Engineer will adjust earthwork quantities accordingly. Excavate material not meeting subbase requirements to the bottom of subbase. Claims for damage caused by the halting of grading operation for making this subbase determination will not be allowed.

In embankment sections including sand cushion and granular fills shall be placed in successive layers not more than eight (8") inches in depth the full width of the cross section, each layer is to be thoroughly compacted by means of vibratory compactors or by an approved pneumatic tired or sheepsfoot roller or combination thereof if required by the Engineer. Each layer shall be compacted to not less than ninety-eight (98%) percent of the maximum unit density as determined at the optimum moisture content. All parts of the embankment shall be uniformly compacted and the Contractor shall so direct all earth-moving equipment used in the work so that the same shall be attained. Embankment or fill outside the limits of the sub-grade where sand or aggregate is not required shall be made with sound earth which is free from perishable or vegetative matter, rubbish, stones, broken concrete, roots or other foreign material at no additional compensation. Before any embankments are begun, the base shall be made firm and cleared of loose topsoil, sod or other perishable material. The sides of the embankment shall be neatly and evenly dressed to a slope of 3 horizontal to 1 vertical or cross section shown on Construction Drawings or as directed by the Engineer.

Maintain the roadbed and ditches and keep well drained at all times. Installing and removing temporary drainage facilities will be at the Contractor's expense.

Conduct grading to avoid removing or loosening material outside the required slopes. If material is removed, or loosened outside the required slopes, replace and compact to the required density and cross section.

PROOF ROLLING

Proof rolling shall be preformed as requested by the Professional, to verify the uniformity of support and to identify unstable areas which might require remedial construction (undercutting and replacement). The use of a proof roller as described herein is for testing purposes only, and is not intended as a requirement for compaction of the subgrade. Proof rolling will be considered included in the cost of other pay items of work and will not be paid for separately.

Proof rolling shall be performed by a tractor drawn or self-propelled pneumatic-tired proof roller. The proof roller shall consist of four pneumatic-tired wheels mounted on a rigid steel frame. The wheels shall be evenly spaced in one line across the width of the roller and shall be arranged in such a manner that all wheels will carry approximately equal loads when operated over an uneven surface. The maximum spacing between adjacent wheels shall not exceed the tire width. The tires shall be operated at an inflation pressure of 50 pounds per square inch \pm 2 pounds per square inch. The proof roller shall have a suitable body for the ballast loading and operated at a gross loading of 25 tons \pm 1000 pounds. Ballast to obtain the required weight shall consist of approved material with a uniform known weight, so the total weight of the ballast used can be readily determined at all times. There shall be a sufficient amount of ballast available at the project site to load the proof roller to the required weight of 25 tons.

The proof roller shall be operated in a systematic manner so a record may be easily kept of the area tested and shall be operated at a speed between 2.5 miles per hour and 5 miles per hour while testing the subgrade.

One complete coverage by the proof roller is defined as the complete coverage by the tire tread of the roller over the entire surface area being tested. Unless otherwise specified or required by the Engineer, one complete coverage of the proof roller shall be made on a complete subgrade of embankments and cut sections with the following exceptions and additions:

For embankments more than 6 feet in depth below subgrade, the proof rolling shall also be conducted on the layer of fill 3 feet below the subgrade.

The proof roller shall not be operated within 15 feet of any bridge abutment or retaining wall.

Where proof rolling shows the subgrade to be unstable or to have less than the specified density, such areas shall be corrected by the Contractor.

Part 4 Measurement

“EXCAVATION EARTH AND EMBANKMENT, CIP” shall be measured as a unit and will be based on the Project Limits shown on Construction Drawings or plan quantities determined by the Engineer which shall be payment in full for all labor, equipment and materials required to accomplish this work.

NATIVE SEEDING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and maintenance necessary to provide finished site revegetation. Work includes planting preparation, topsoil, seeding, maintenance and warranty period.

1.02 SUBMITTALS

- A. All Submittals shall be made in accordance with specified Submittal Procedures and as described herein.
- B. Seeding Plan: Submit Seed Certificates for inspection by the COMMISSION/COMMISSION'S REPRESENTATIVE a minimum of 1 month prior to initiation of work.
1. Seed Mixture Certificates from seed suppliers shall include:
- a. Botanical names and common names.
 - b. Net weight.
 - c. Percentage of seeds by weights.
 - d. Purity of seed.
 - e. Germination percentage.
 - f. Amount of undesirable plant seeds present in mixture.
 - g. Date of production.
 - h. Date of packaging.
 - i. Location of packaging.
 - j. Name, address, and phone number of supplier.
- C. Mulch: Submit for approval the name and address of mulch supplier(s) and a small physical sample of the material to be used, minimum 1 month prior to beginning installation.
- D. Provide all relevant permits, licenses, and authorizations to COMMISSION/COMMISSION'S REPRESENTATIVE before initiation of work.
- E. All substitutions, materials or execution, shall be approved by the COMMISSION/COMMISSION'S REPRESENTATIVE, in writing, a minimum of 1 month prior to construction. The COMMISSION/COMMISSION'S REPRESENTATIVE reserves the right to require a sample of substituted material(s) prior to approval for construction.

1.03 QUALIFICATIONS

- A. Native Seed Suppliers: Obtain native seed only from established suppliers capable of providing quantities adequate to complete this project. Suppliers shall be required to provide data requested for required submittals prior to use of stock. Suppliers shall be located in Southeast Michigan, when possible.

- B. All native seeding work shall be performed by one of the following qualified contractors:

Michigan Wildflower Farm
11770 Cutler Road
Portland, MI 48875
517.647.6010
Contact: Esther Durnwald

Wildtype
900 N. Every Road
Mason, MI 48854
517.244.1140
Contact: Bill Schneider

Native Connections
17080 Hoshel Road
Three Rivers, MI 49093
269.580.4765
Contact: Jerry Stewart

Plantwise
Ann Arbor, MI
734.769.3981
Contact: David Mendell

- C. Native seed sources shall be from Michigan genotypes, preferably from Oakland County.

1.04 REGULATORY REQUIREMENTS

- A. 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.
- B. All native seed, original and replacement, shall comply with state and federal Laws and Regulations with respect to inspection for plant diseases and insect infestations.
- C. Adhere to Sediment and Erosion Control Plan for all phases of project in conformance with federal, state, and local regulations.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Pack, handle, and transport native seed in a manner approved for that species and size by COMMISSION/COMMISSION'S REPRESENTATIVE. Take precautions that are customary in good trade practice to ensure proper transport and arrival of native seed.
- B. Store native seed in a manner to prevent damage or deterioration. Native seed stored for excessive lengths of time or at a time of year which is not suitable by standard horticultural practice shall not be accepted for planting.

- C. Store native seed in aboveground locations in non-construction areas approved by COMMISSION/COMMISSION'S REPRESENTATIVE if not installed directly.
- D. The following conditions shall render native seed unacceptable:
 - 1. Native seed that has been in storage for extended periods of time.
 - 2. Native seed displaying mold, decay, or physical damage.
 - 3. Seeds in damaged packaging are not acceptable.
- E. Deliver and store seed mixtures in original sealed containers. Store seeds in weatherproof and rodent-proof enclosures. Remove seed from site when it becomes wet, moldy, or otherwise damaged.
- F. Label seed containers with the following minimum information:
 - a. Botanical name and common name.
 - b. Net weight.
 - c. Percentages of seeds by weight.
 - d. Percentage of germination.
 - e. Amount of undesirable plant seeds present in mixture.
 - f. Date of production.
 - g. Name and address of supplier.
- G. The COMMISSION/COMMISSION'S REPRESENTATIVE shall reserve the right to refuse any plant material that is unacceptable upon delivery to site.
- H. Changes and/or substitutions of plant materials from what is specified on the drawings are unacceptable without prior written authorization from COMMISSION/COMMISSION'S REPRESENTATIVE.
- I. All plant materials shall be inspected and approved by COMMISSION/COMMISSION'S REPRESENTATIVE prior to installation on-site.

PART 2 - PRODUCTS

2.01 IMPORTED SOILS

- A. Topsoil: Imported topsoil for placement shall meet the following additional requirements:
 - 1. Topsoil shall not contain a mixture of natural underlying soils, subbase materials, or other foreign material.
 - 2. Topsoil shall consist of natural loam, sandy loam, silty loam, or clay loam, humus bearing soils adapted to the sustenance of plant life, and such soils shall be neither excessively acid nor alkaline.

3. Topsoil shall have a minimum organic matter content of 3%. CONTRACTOR shall provide fertility test for selected material(s) at the request of the COMMISSION/COMMISSION'S REPRESENTATIVE at no additional cost to the COMMISSION.
4. Gradation: topsoil shall contain no materials larger than 1 inch in size.

2.02 SEED STOCK

- A. Seed Mixtures noted, but not identified on the plans shall be provided as follows:

1.

Seed mixes:

a. Sandy Mix: The "Sandy" Seed Mix shall contain the following species or approved equals.

Sandy Mix*			
Seeding Rate: 5 oz/1,000 ft² or 10 lbs/acre			
80% grasses * 20% forbs			
15 lbs/acre Annual Cover Crop			
Scientific Name	Common Name	% by wt.	Oz/Ac PLS
Grasses & Sedges			
<i>Andropogon gerardii</i>	Big bluestem	15	24.0
<i>Elymus canadensis</i>	Canada wild rye	20	32.0
<i>Schizachyrium scoparium</i>	Little bluestem	10	16.0
<i>Sorghastrum nutans</i>	Indian nut grass	15	24.0
		60	96.0
Annual Cover Crop			
<i>Lolium multiflorum</i>	Annual rye		52.0
<i>Avena sativa</i>	Common oat		188.0
			240.0
Forbs			
<i>Achilla millefolium</i>	Yarrow	1	1.6
<i>Aquilegia canadensis</i>	Wild columbine	3	4.8
<i>Asclepias tuberosa</i>	Butterfly milkweed	4	6.4
<i>Coreopsis lanceolata</i>	Lance-leaf coreopsis (sand tickseed)	4	6.4
<i>Coreopsis palmata</i>	Prairie coreopsis	1	1.6
<i>Helianthus occidentalis</i>	Western sunflower	2	3.2
<i>Liatris aspera</i>	Rough blazingstar	1	1.6
<i>Lupinus perennis</i>	Wild lupine	3	4.8
<i>Monarda fistulosa</i>	Wild bergamot	3	4.8
<i>Monarda punctata</i>	Horsemint	1	1.6
<i>Ratibida pinnata</i>	Yellow coneflower	5	8.0
<i>Rudbeckia hirta</i>	Black-eyed Susan	5	8.0
<i>Solidago rigida</i>	Stiff goldenrod	2	3.2
<i>Solidago speciosa</i>	Showy goldenrod	3	4.8
<i>Tradescantia ohiensis</i>	Spiderwort	2	3.2
		40	64.0

* Annual cover crop to be provided and installed with native seed mix as specified.

Native seed mix must include only Michigan-genotype seed.

Seed mix available from:

Michigan Wildflower Farm

11770 Cutler Road

Portland, MI 48875

(517) 647-6010

(517) 647-6072 fax

wildflowers@voyager.net

2. Seed mixtures shall be blended by supplier at specified ratios of various species and shall be guaranteed by supplier as being true to specifications.
 3. Seed shall be "clean" according to industry quality standards.
- B. Seed Mixes shall contain no more than 1 percent by weight of undesirable plants species, as defined below, determined by standard purity tests.
1. Undesirable species for native seed areas and turf grass areas: Black Bentgrass (*Agrostis gigantea*), Bermuda Grass (*Cynodon dactylon*), Field Bindweed (*Convolvulus arvensis*), Blackberry (*Rubus V. Eubatus Flagel/ares spp.*), Burdock (*Arctium spp.*), Canada Thistle (*Cirsium arvense*), Chickweed (*Stel/aria media*), Common Buckthorn (*Rhamnus cathar/ica*), Crabgrass (*Digitaria sanguinalis*), Cress (*Barbareaa spp.*) , Dandelion (*Taraxacum officinale*), Dog Strangling Vine (*Cynanchum spp.*), Garlic Mustard (*Alliaria petiolata*), Glossy Buckthorn (*Rhamnus frangula*), Lambsquarters (*Chenopodium album*), Jimsonweed (*Datura stramonium*), Johnson Grass (*Sorghum vulgare*), Morning Glory (*Ipomoea sp.*), Mustards (*Cruciferae sp.*), Nimble Will (*Polygonum auber/i, P. convolvulus, P. cristatum, P. cuspidatum, P. sachalinense, P. scandens*), Nutgrass (*Cyperus rotundus*), Poison Sumac (*Rhus vemix*), Poison Ivy (*Toxicodendron radicans*), Quackgrass (*Agropyron rep ens, A. pseudorepens*), Ragweed (*Ambrosia artemisiifolia, A. trifida*), Rush Grass (*Sporobolus spp.*), Sheep Sorrel (*Rumex acetosella*), Sweet Clover (*Melilotus spp.*), Tansy (*Tanacetum VUlgare*), Tatarian Honeysuckle (*Lonicera tatarica*), Teasel (*Dipsacus laciniatus, D. sylvestris*), Wild Garlic (*Allium canadense*).
 2. Additional undesireable species for rain garden areas: Asian Snap Weed (*Impatiens glandulifera*), Canada Thistle (*Cirsium arvense*), Carolina Poplar (*Populus x canadensis Moench*), Dames Rocket (*Hesperis matronalis*), Eurasian Water-Milfoil (*Myriophyl/um spicatum*), Glossy Buckthorn (*Rhamnus frengula*), Hedge Reed (*Phragmites communis, P. australis*), Kentucky Blue Grass (*Poa pretensis*), Lotus (*Nelumbo lutea*), Multiflora Rose (*Rose multiflora*), Narrow-Leaved Cattail (*Typha angustifolia*), Ox-eye Daisy (*Chrysanthemum leucanthemum*), Perennial Rye Grass (*Lolium perenne*), Purple Loosestrife (*Lythrum salicar/a*), Reed Canary Grass (*Phalaris arundianacea*), Sago Pond Weed (*Potamageton pectinatus*), Sheep's Fescue (*Festuca ovina*), True Watercress (*Nasturtium officinale*), Waterweed (*Elodea canadensis*).
- B. Seed shall contain no federal or state listed noxious or invasive weeds (an amount within the tolerance of zero percent) as determined by a standard purity test.
- C. Seed mix substitutions *can* be made only by written approval of the COMMISSION/COMMISSION'S REPRESENTATIVE.

2.03 MULCH

- A. Straw mulch shall be seed-free wheat straw. Mulch shall be clean, and free of weeds or other undesirable species. Mulch shall not be brittle, molded, or rotted, and shall be in air-dry condition suitable for placing with mulch blower equipment. The mulch will be subject to inspection and approval by the COMMISSION/COMMISSION'S REPRESENTATIVE prior to the application of mulch by the CONTRACTOR.

- B. Mulch Blankets shall be per the Michigan Department of Transportation (MDOT) Standard Specifications 2012 Edition per section 917.15 for Mulch Blankets and 816.03 for Mulch Blanket Installation.
- C. Obtain COMMISSION/COMMISSION'S REPRESENTATIVE's approval prior to use of other types of mulch.

2.04 HERBICIDES AND PESTICIDES

- A. Any herbicide or pesticide intended for use on site must be approved by the COMMISSION/COMMISSION'S REPRESENTATIVE prior to use.
- B. Herbicides shall *have* Glyphosate as the primary *active* Ingredient.
- C. The use of pesticides is not recommended and will only be approved under extreme circumstances. Under no circumstances will pesticide application be allowed in detention areas, swales, or other areas where the risk of surface water contamination exists. NOTE: CAUTION MUST BE USED WHEN APPLICATION OF HERBICIDES ADJACENT TO THE WETLAND AND 25 FOOT NATURAL FEATURES BUFFER TO CONTROL OVERSPRAY SO AS NOT TO DAMAGE EXISTING PLANT MATERIAL. DAMAGE TO EXISTING PLANT MATERIAL INDICATED TO REMAIN SHALL BE REPLACED IN KIND BY THE CONTRACTOR AT NO EXPENSE TO THE COMMISSION.

2.05 EQUIPMENT

- A. Seeding Equipment: Obtain COMMISSION/COMMISSION'S REPRESENTATIVE's approval prior to use.
The following requirements apply to specific equipment that may be used in seeding *activities*:
 1. Tractors and Crawlers: Shall *have* low-pressure flotation tires or broad tracks so that soil compaction is minimized in areas of Site preparation or seeding activities.
 2. Disc: In good repair with sound unbroken blades; weighted as necessary to *achieve* required tillage depth.
 3. Rollers or Cultipackers: Minimum 6-inch diameter rollers; of sufficient weight to pulverize clods of soil. To be used following rough grading on subgrade soils as a preparation for installation of seedbed soils.
 4. Airway Shatier type: Roller tynes shall be 10 to 12 inch OD so that topsoil or organic-rich common fill and surface mulches are mixed into top 2 to 4 inches of subgrade. Weighting of this equipment should be minimal so as to *avoid* compaction of organic-rich common fill.
 5. Hydraulic Seeder: Hydraulic seeding equipment shall include a pump rated and operated at no less than 100 gpm and no less than 100 psi pressure. Tank shall *have* a mechanical agitator powerful enough to keep seed in suspension in mixture.

6. Spinning Disc Seeder: When spinning disc seeders are used, mix individual seeds comprising mixture with an appropriate dispersal medium such as damp sterile sand or sawdust prior to sowing.
7. Tractor-drawn or Mounted Seeders: *Provide* with a calibrated adjustable gate opening providing uniform flow *over* a width adapted to work and able to drop seed directly on prepared seedbed. Obtain COMMISSION/COMMISSION'S REPRESENTATIVE'S approval prior to using this system. Equipment shall be equipped with low pressure/high flotation tires or wide tracks which shall result in minimal disruption and compaction of graded wetland surfaces.
8. Broadcast Seeders: Hand methods (cyclone seeders) and mechanical tractor-drawn methods.
9. No-Till Planters and Drills: Rangeland type grass drills and no-till rangeland grass drill planters shall be designed specifically for seeding *native* grasses and forbs.

PART 3 - EXECUTION

3.01 SEQUENCING AND SCHEDULING

- A. Schedule topsoil placement to permit seeding and planting operations under optimum growing conditions during specified planting time frames. Plant and seed soils within 7 days of topsoil placement.
- B. Native seed shall be installed according to the following time frames:
 1. Seeding: May 15 through July 1, and September 1 through October 30 or other periods when soil is not frozen.

3.02 PLANTING - GENERAL

- A. Do not proceed with seeding in any area until necessary modifications and/or corrections determined during pre-seeding examination are completed and approved by COMMISSION/COMMISSION'S REPRESENTATIVE. Begin installation within 48 hours after approval by COMMISSION/COMMISSION'S REPRESENTATIVE. If conditions detrimental to seed growth or safety of planting crew are encountered, immediately notify COMMISSION/COMMISSION'S REPRESENTATIVE prior to seeding. Support approvals, disapprovals, and notifications by written documents containing details of circumstances involved.
- B. Maintain Sediment and Erosion Control Plan in conformance with applicable regulations and as approved by COMMISSION/COMMISSION'S REPRESENTATIVE.
- C. Protect finish-graded areas from damage by vehicular or pedestrian traffic and erosion. Maintain drainage patterns as indicated on the drawings. Re-till areas compacted by construction to a minimum depth of 6 inches. Rework and restore any areas compacted or damaged by rain, traffic, or other cause, prior to planting.

D. Environmental Requirements

1. Do not conduct seeding when soil is frozen. Materials shall not be applied over snow or ice.
2. Do not undertake seeding during stormy weather when excessive precipitation may result in washing of seed away from location intended.
3. Do not install native seed during periods of temperature extremes when atmospheric temperature may drop below 36 degrees F or rise above 90 degrees F.
4. Do not install native seed when wind velocities exceed 30 miles per hour.
5. Do not apply seeds, seed mixtures, slurries with seeds, or mulch when wind conditions are such that materials would be carried beyond designated areas or materials would not be uniformly applied.
6. When drought, excessive moisture, or other unsatisfactory conditions prevail, as determined by the COMMISSION/COMMISSION'S REPRESENTATIVE, the CONTRACTOR will stop work.

3.03 SITE PREPARATION

- A. All areas intended for seeding shall be free of weeds and other vegetation. Where necessary, infested areas shall be treated by the CONTRACTOR with an approved selective herbicide as approved by COMMISSION/COMMISSION'S REPRESENTATIVE.
- B. Immediately before seeding, scarify, loosen, float and drag topsoil as necessary to bring it to the proper condition. Remove foreign matter larger than 1 inch in diameter.
- C. If the prepared grade is eroded or compacted by rainfall prior to seeding, rework the surface as specified.
- D. Seedbed soil shall be finely divided, loose, and free of clods. Lumps, stone, litter, and other foreign non-organic material larger than 1 inch shall be removed. Non-desirable organic matter including plants, roots, weeds, and perennial rhizomes shall also be removed.

3.04 NATIVE SEEDING

- A. Obtain COMMISSION/COMMISSION'S REPRESENTATIVE's approval of seedbed preparation, and required Seeding Plan prior to seeding. Where limits or seed type is not clearly shown, request clarification by the COMMISSION/COMMISSION'S REPRESENTATIVE.
- B. Perform seeding within time guidelines specified. Seed must be applied to seedbed within 7 days after topsoil placement. If spring seeding, all seed (non-grass seed) must be moist stratified.
- C. Use seeding rates as indicated by seed manufacturer recommendations unless alternative mixtures and application formulas are reviewed and approved by COMMISSION/COMMISSION'S REPRESENTATIVE.

D. Follow seed manufacturer recommendations for seed installation. Seeding method selected shall ensure complete coverage of designated area. Re-seed areas with gaps in seeding at no additional cost to COMMISSION.

E. Mechanical seeding methods may be used in open areas with no plants, shrubs, trees or other obstacles. Where obstacles, saturated soils, or other site conditions make use of mechanical seeding equipment impractical, hand broadcast techniques shall be used.

F. Broadcast seed into soil to a maximum depth of 1/4 inch within 12 hours by raking soil or chain dragging, then lightly compacting seedbed with roller or approved equivalent.

G. Place specified straw mulching over non-hydroseeded areas, with slopes less than 3: 1, by hand placement or mechanically blown methods. Apply mulch in a continuous cover of uniform thickness, to a maximum depth of 1 inch. Mulch which remains clumped or bunched after application shall be separated and re-spread. Where necessary or as directed by COMMISSION/COMMISSION'S REPRESENTATIVE, include mulch tackifier, or crimping method. Always apply seed before mulch.

H. All seeded areas indicated on the drawings and in addition, any slopes 3: 1 or greater shall be covered with Mulch Blankets as specified in Section 2.03-B and installed per MDOT standards.

3.05 SITE CLEAN UP

A. Immediately clean up excess soil, mulch, or other debris and properly dispose of deleterious materials legally off-site in a manner consistent with local laws. Take necessary precautions to prevent contamination of clean areas as a result of cleaning operations.

B. All paved areas shall swept free of soil, stains and debris.

C. Promptly remove equipment and unused materials at completion of activities in given area.

D. Return stockpile and storage areas to their original grade and restore ground surfaces after stored material has been removed.

E. Immediately repair damaged vegetation and aerate soil over root zone of negatively impacted vegetation.

3.06 PROTECTION OF FINISHED WORK

A. Mark seeded areas to prevent intrusion by foot traffic and/or equipment.

B. Immediately restore areas disturbed by continuing operations.

3.07 MAINTENANCE AND GUARANTEE PERIOD

A. Preliminary Inspection: Upon completion of all seeding and all cleanup work, the CONTRACTOR shall request a preliminary inspection. Completion of all corrective work and inspection and approval of it shall establish the beginning of the guarantee/maintenance period. No partial approvals shall be given. COMMISSION/COMMISSION'S REPRESENTATIVE shall

furnish the written notice of items to be adjusted, repaired, replaced, etc. within 3 business days of the preliminary inspection.

- B. Guarantee: The CONTRACTOR shall guarantee all native seeding specified herein for one (1) growing season (planting through November 2013) following approval of Preliminary Inspection. The CONTRACTOR shall respond within two (2) weeks of written requests by the COMMISSION for replacement/repair. If the CONTRACTOR fails to respond within this time, the COMMISSION may proceed with replacement work and bill the Contractor.
- C. Patchy or bare areas (in excess of 5 square feet) where seed mix failed to create sufficient density of cover shall be reseeded by hand at the recommended application rate at no additional cost to COMMISSION. All replacement materials shall meet the same requirements as stated herein.
- D. Maintenance during the guarantee period shall include but not be limited to:
 - 1. WATERING: FOR OPTIMUM PLANT GROWTH, PLUGS AND SEED SHOULD BE KEPT MOIST (1" OF TOTAL WATER PER WEEK, INCLUDING RAINFALL) UNTIL VEGETATION IS 4" HIGH TYPICAL.
 - 2. MOWING: KEEP THE VEGETATION MOWED TO A HEIGHT OF 4-6 INCHES AND MOW WHEN THE VEGETATION REACHES 10-12 INCHES. THIS MAY REQUIRE MOWING ABOUT ONCE A MONTH DEPENDING ON THE AMOUNT OF RAINFALL. STOP MOWING AT THE END OF THE GROWING SEASON (SEPTEMBER).
 - 3. NON-NATIVE SPECIES CONTROL: SPOT SPRAYING OR HAND WICKING HERBICIDE APPLICATION MAY BE REQUIRED TO DETER AGGRESSIVE PERSISTENT NON-NATIVE SPECIES. AVOID CONTACT WITH NATIVE SEEDLINGS.
 - 4. GENERAL MAINTENANCE: IF BARE AREAS OCCUR ADDITIONAL SEEDING MAY BE NECESSARY. PERIODICALLY INSPECT FOR DEBRIS AND/OR EROSION AND ADDRESS AS REQUIRED.
- F. Notify COMMISSION/COMMISSION'S REPRESENTATIVE prior to and following any maintenance activity.
- G. Final Acceptance of work of this Section will be subject to acceptance by COMMISSION/COMMISSION'S REPRESENTATIVE at end of the guarantee period.

END OF SECTION

PLANT AND LANDSCAPE MATERIALS

PART 1 GENERAL

1.01 WORK INCLUDED: The work covered by this section of the specifications consists of furnishing all plant, labor, equipment, and materials in connection with LANDSCAPING. Work shall also include the restoration of the any areas disturbed or damaged during the planting.

1.02 RELATED WORK: Plant and other landscaping materials shall be located on the site as indicated on the drawings. The plant list as given is intended to be used with the botanical name governing. Any variation from the list must have prior approval from the Landscape Architect.

1.03 PLANT LOCATIONS: All tree locations shall be staked by the contractor and approved by the Commission prior to any commencement of plant installation. All bed edges shall be approved by the Commission prior to planting.

PART 2 PRODUCTS

2.01 PLANT MATERIALS: Shall be as noted.

A. QUALITY AND SIZE: Plant materials shall conform to the size given and shall be of sound, health, vigorous, and free from plant disease and insect pests or their eggs, and shall have healthy root systems. All measurements such as spread, ball size, number of cones, quality designations, etc., shall be in accordance with the latest edition of AMERICAN STANDARDS FOR NURSERY STOCK, by the American Association of Nurserymen. Plants will have been nursery grown in Zones 5 of the USDA Hardiness Zone Map. Inspection of nursery stock will be made at the nursery by the Landscape Architect whenever such inspection is deemed advisable. Approval on such inspection shall not be construed as an acceptance of it. Acceptance for planting will not be made until the stock has been delivered and inspected at the planting project site. Inspection will include examination of the root systems of plants. Plants may be examined by removing soil from the root systems of balled or container grown plants, or digging in the nursery row. Sufficient plant root systems will be inspected of each species and separate plant source to determine the extent and condition of plant root systems. Payment will not be made for plants rendered unsuitable for planting because of root system inspection. The Contractor shall give the Landscape Architect at least 24 hours notice before making any delivery of stock, and each shipment shall be accompanied by an invoice indicating sizes, species and varieties included.

B. SUBSTITUTIONS: Will be permitted only upon submission of proof that the specified plants are not obtainable and with the written authorization of the Landscape Architect. All requests for price adjustments due to the substitutions shall be submitted in writing to the Landscape Architect for approval along with the request for use of the substitution.

C. ROOT PROTECTION: Plant roots must be protected at all times to ensure full recovery of the plant. Over-established plants, as evidenced by "pot bound" root ends will not be accepted. No balled and bur lapped plants shall be planted if the ball is cracked or broken.

D. PLANTS: Deciduous shade trees shall be straight and symmetrical with a crown having a persistent main leader. The amount of crown shall be in good overall proportion to the total height of the tree. Where a clump is specified, it shall have a minimum of two stems originating from a common base

at the ground line. Spaded trees may be acceptable upon approval of the Landscape Architect. Small trees, ornamentals, and shrubs must be well-formed with a crown typical of the species or variety. Evergreen trees must be typical of the species and not sheared or color treated. Perennials and vines must be in individual containers. Plants must be at least one year old, grown in pots long enough to ensure root growth capable of holding soil in place and retaining the container shape when removed from the pot.

E. STORAGE AND TRANSPORTING: During delivery, all plant materials will be protected sufficiently to eliminate any damage resulting from wind damage, rough or jarring bumps, or any other transportation concerns that may affect any part of the plant. Immediately following delivery or uprooting, plants shall be installed or healed in moist soil and kept moist. The area shall be protected from the construction operations.

2.02 TOPSOIL: Shall be a friable sandy loam consisting of dark organic, natural surface soil of mineral origin, productive of plant life. Stones, rocks, and other extraneous material greater than 1" shall be removed. Peat and muck are not considered topsoil. Topsoil must be neither excessively acidic nor excessively alkaline.

2.03 BALLING MATERIAL: Baling material shall be untreated burlap. Synthetic materials or plastic will not be permitted for baling.

2.04 FERTILIZER: The fertilizer shall be applied per manufacturer's recommendation for all trees. Fertilizer shall be Tree Rooter 10-22-22 by Doggett Fertilizers developed for new plantings. All substitutions must be pre-approved by the Landscape Architect prior to any substitutions. Landscape fertilizers shall be ready-mix granular fertilizer containing equal parts of phosphorus and potassium by weight. Each cubic yard of prepared soil must contain chemical fertilizer to provide 1 pound of available phosphorus and 1 pound of available soluble potassium. Raw animal waste is not acceptable.

2.05 PEAT MOSS: Peat moss shall consist of finely shredded sphagnum or fibrous peat moss of a commercial grade supplied in bales. Acidity shall be a pH of 4.0 –7.0. Not less than 90% organic matter by weight on oven dried basis and not less than 35% or more than 55% moisture by weight. The ash content will be 10% maximum.

2.06 PREPARED SOIL MIX: The prepared planting soil mix shall contain 3 parts topsoil, 1 part peat moss or compost, and 1 part sand per each yard of prepared soil mix or as approved by the Commission.

2.07 COMPOST: Compost must be a manure/stabilized, humus-like material derived from the aerobic decomposition of yard clippings or other compostable materials and must be in compliance with all federal and state laws. The compost must have a dark brown or black color, be capable of supporting plant growth without ongoing addition of fertilizers or other soil amendments and must not have an objectionable odor. The compost must be free of plastic, glass, metal and other physical contaminants, as well as viable weed seeds and other plant parts capable of reproducing (except airborne weed species). The compost moisture content must be such that no visible free water or dust is produced when handling it.

2.08 MULCH: Mulch shall be Pro-Bark from Hammond Farms Landscape Supply. No substitutions.

PART 3 - EXECUTION

3.01 PLANTING: Shall be done in accordance with the details.

A. PLANTING SCHEDULE: Plant deciduous plants from March 1 to May 15 and from October 1 to November 15 unless otherwise approved based on seasonal variability. Plant evergreen plants from March 1 to June 1.

B. PRUNING AND REPAIR: Upon completion of planting, all trees and shrubs shall be pruned and limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots from transplanting. Pruning shall be done in such a manner as not to change the natural habit or shape of the plant. All cuts shall be made flush, and cuts, over 3/4 inches in diameter shall be painted with tree paint.

C. PLANTING: Shall be done in accordance with the detail provided and specifications given

D. PLANTING:

1. EXCAVATION OF PLANTING HOLES: Excavate holes, centered at staked locations. Excavate holes large enough to permit placing eighteen inches of prepared soil laterally beyond the ends of root balls. Make holes deep enough to allow setting the root ball on undisturbed soil at the proper depth so that the natural grade meets the proposed grade. Variance in planting hole sizes within beds can be approved by the Landscape Architect. Remove excavated material from the site at the time the hole is dug. Backfill planting holes with the prepared soil and fertilizer at the time of planting. Do not allow plants to sit in holes uncovered allowing the roots to dry out. Water plant sufficiently throughout the planting process and once planting is complete.

2. BALLED STOCK: Set plants plumb. Plant them so their depth after settling, is the same as the depth in their original location. Water in the prepared soil and firm at intervals during backfilling under and around the ball to eliminate air pockets. Do not damage the root ball during the tamping operation. When the plant hole has been backfilled and compacted to one-half depth, remove the burlap and lacing from the around the trunk and form the upper half of the ball. Remove all wire baskets and non-biodegradable materials from the hole. Continue backfilling the hole with prepared soil until it is flush with the ground surface after compaction.

3. CONTAINER GROWN STOCK: Remove plants from the containers at the time of planting. Plant as specified for balled stock. Take care not to damage or break branches or damage roots during the removal of the container.

E. STAKING, GUYING AND WRAPPING: Trees shall not be staked or wrapped unless specifically requested.

F. PRUNING: Prune only dead and broken branches from the plants or branches directed for removal by the landscape architect. If the removal of dead and broken branches leaves an unnatural plant shape, the contractor will be responsible for replacement of the plant.

G. CLEAN UP: Immediately upon completion of the planting, clean up all surplus materials and dispose of them off site. Repair and reestablish turf in rutted areas as directed.

3.02 MAINTENANCE BY THE CONTRACTOR: Shall begin when the project commences and continue until substantial completion and written provisional acceptance is received from the Landscape Architect.

A. PLANTING MAINTENANCE: Shall include all watering, pruning, cultivations, weeding, wound dressing, disease and pest control, protective spraying, replacement of unacceptable material, straightening plants which lean or sag, adjustment of plants which settle or are planted too low, and any other procedure consistent with good horticultural practice necessary to insure normal, vigorous and healthy growth of all work under this section.

B. CONTRACTOR'S RESPONSIBILITY: The Contractor shall assume that the Commission will give the plantings no care during the construction period. The Contractor shall be responsible for the use of all materials, labor and equipment, and any injury to the plant material caused by such material, labor and equipment shall be corrected and repaired by the Contractor at no additional expense to the Commission.

C. COMMISSION'S INSTRUCTION: The Commission shall be instructed in writing by the Contractor as to how to care for the plant materials. Copies shall be delivered to the Landscape Architect and the Commission.

3.04 GUARANTY: All plantings shall be guaranteed to increase in size at the end of each growing season, equal to the last year of twig elongation prior to planting. The Contractor shall replace at the end of one year, at no additional cost to the Commission, any plant materials that are dead or that are, in the opinion of the Landscape Architect, in an unhealthy or unsightly condition, that have lost their natural shape due to dead branches, excessive pruning, or inadequate or improper maintenance. All plant materials rejected shall be removed from the site and legally disposed of by the Contractor at no additional cost to the Commission. Replaced materials shall be in accordance with the original specifications and carry a one year guaranty. There will be no limit as to the number of replacements.

END OF SECTION

THE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Oakland Township Parks and Recreation Commission, 4480 Orion Road, Rochester, Michigan, 48093, Party of the First Part, hereinafter called the Commission, and _____.

Party of the Second Part, hereinafter called the Contractor.

WITNESSETH, that the Contractor and the Commission, for the considerations hereinafter named, agree as follows:

ARTICLE I - THE WORK

It is agreed that the Contractor shall furnish all labor, materials, and equipment, and perform all of the work shown and called for on the Drawings and described in the Specifications entitled -

Specifications & Contract Documents
Oakland Township Parks and Recreation Commission
Paint Creek Trail Streambank Stabilization
Charter Township of Oakland
Oakland County, Michigan

prepared by ASTI Environmental (ASTI), acting as, and in these Contract Documents entitled, the Professional, and shall do everything required by the Contract Documents. The Contract Documents being hereby defined to include the Agreement, Bonds, Drawings, Advertisement, Instructions to Bidders, Proposal, Specifications, General Conditions, and any supplements thereto agreed to by both parties.

ARTICLE II - THE TIME

It is agreed that the Contractor shall, upon execution of this agreement, begin work within ten (10) consecutive calendar days from the date of the notice to proceed, and shall prosecute the work in such a manner so as to complete the installation all proposed improvements within the number of calendar days indicated by the Contractor's proposal beginning on the date of the notice to proceed, except as provided herein. The time of beginning, rate of progress, and dates of completion are considered essential elements of the Contract.

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by Acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Commission because of any emergency or public necessity, or by any preference, priority or allocation order duly issued by the government, or by reason of alterations ordered by the Commission, the Contractor shall have no valid claim for damages on account of any cause or delay; but he shall in such case be entitled to such an extension of the above time limits herein, as the Professional shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within one (1) week after the date upon which such alleged cause or delay shall have occurred.

Oakland Township Parks and Recreation AGR- 1
Paint Creek Trail Streambank Stabilization

12/10/2014
The Agreement

ARTICLE III – LIQUIDATED DAMAGES

It is expressly covenanted and agreed that time is and shall be considered of the essence of the Contract. In the event that the Contractor shall fail to perform the entire work agreed to by or at the times herein mentioned as referred to in Article II, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article II, the Contractor shall pay unto the Commission as and for liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) for each and every calendar day that the Contractor shall be in default. Said sum of five hundred dollars (\$500.00) per day, in view of the difficulty of estimating such damages with exactness is hereby expressly fixed and agreed upon as the damages which will be suffered by the Commission for reason of such defaults. It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this Contract, which said sums the Commission shall have the right to deduct from any moneys in his hand otherwise due or to become due to the Contractor or to sue for and recover compensation for damages for nonperformance of this contract at the time stipulated herein and provided.

ARTICLE IV - COMMISSION'S RIGHT TO COMPLETE

It is agreed that if at any time the Contractor should abandon his work; or if he should be adjudged as bankrupt, or if his performance of this Contract is being unnecessarily or unreasonably delayed; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient materials for the work; or if he should habitually fail to make prompt payment to sub-contractors or to pay promptly for materials and labor; or if he should persistently disregard laws or ordinances or the directions of the Professional; or if he should willfully and repeatedly violate any of the substantial provisions of this Agreement, then in such case the Commission, after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this Contract, or any part thereof. Thereupon, the Contractor shall at once discontinue such work or such part thereof, and shall cease to have any right to the possession of the ground. The Commission shall have the right to finish the work, or part thereof, by contract or otherwise as he may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor or his sureties shall pay to the Commission the amount of such excess.

It is expressly stipulated and agreed that from and after the date of the order to discontinue work, and until such work shall have been finally completed by the Commission, neither the Contractor nor any of his agents or employees shall remove, or make any effort directly or indirectly to remove any of the above-mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the Commission to do so.

It is further understood and agreed that the foregoing provisions of these articles are without prejudice to any other right or remedy which the Commission may have under this Agreement.

ARTICLE V - ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with written consent of the Commission to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this Agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Agreement, or his claim thereto, except with the written consent of the Commission.

ARTICLE VI - THE CONTRACT PRICE

It is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the Commission shall pay to him, at the time and in the manner hereinafter stipulated, an amount as determined by the measured quantities and the respective unit prices herein named on the proposal form subject to additions and deductions as provided in the Contract.

On or about the fifteenth (15th) of each month during which satisfactory progress has been made toward the final completion of the work, the Professional will make an estimate of the amount and value of the work which has been completed under this Contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement or with exactness, but may be made either wholly or in part by appraisalment or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate.

It is agreed that the Contractor shall submit to the Commission a written request for each partial or final estimate of payment. It is further agreed that the Contractor shall submit sworn statements or other satisfactory evidence, as requested by the Commission, that all persons who have supplied labor, materials, or equipment for the work embraced under this Contract as well as persons who have claimed damages arising out of the performance of this Contract have been fully paid for the same.

Payments based on progress estimates will be made within thirty (30) days of receipt by the Commission of the progress estimates for work completed during the preceding month or since the date of the last preceding progress payment. No allowance will be made for materials furnished which are not incorporated in the finish work, unless otherwise stated.

In accordance with the provisions of Section 3 of Act 524 of the Michigan Public Acts of 1980, (MCL 125.1563) and with the terms of this Contract, in order to assure proper performance of the contract, the Commission shall retain 10% of the amount of each progress payment, but the total retained funds shall not exceed an amount equal to 10% of the dollar value of all work in place until the work is 50% in place. After the work is 50% in place, the Commission shall not withhold additional retainage unless Commission determines that the contractor is not making satisfactory progress, or for other specific cause

relating to the contractor's performance under the contract. If the Commission so determines, it may retain not more than 10% of the dollar value of work more than 50% in place. Unless there is a dispute as set forth below, retainage and interest earned on retainage shall be released to Contractor together with the final progress payment.

Pursuant to Act No. 524, Michigan Public Acts of 1980, the Commission hereby designates ASTI Environmental (ASTI) as the person representing it to whom written requests for payments are to be submitted. The Contractor hereby designates ASTI Environmental (ASTI) as the person who will submit written requests for payments to the Commission.

It is agreed that in the event a dispute arises over an avoidable or unacceptable delay in the performance of the work as described in Section 4 (3) of Act 524 of the Michigan Public Acts of 1980 (MCLA 125.1564 (3)) the dispute may, at the option of the Commission, be submitted for resolution in accordance with the provisions of Section 4 (2) of said Act. The dispute resolution process herein described shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds. Nothing herein shall impair the right of the Commission to bring an action in any court of jurisdiction to determine the rights of the parties.

The progress estimates and payments will include all alterations which may be done under the provisions of Section 22 of the General Conditions on the same basis as other work is included. All such work is regarded herein as essentially a part of the Contract and not merely an addition to it.

No progress estimate made or certified by the Professional and no partial payment made to the Contractor by the Commission shall be deemed or construed as an acceptance of any part of the work under this Contract or any portion thereof prior to the final completion of the work and payment of the final estimate.

Within thirty (30) days after satisfactory completion of the work covered by this Agreement, the Professional will make a final inspection of the work as a whole and will make up a final estimate of the total amount due the Contractor under the terms of the Agreement. Upon the acceptance of the completed work, the Commission will pay to the Contractor the entire amount of such final estimate less the sums previously paid. The Contractor shall file with the Commission the Contractor's Affidavit included in these contract documents and comply with all requirements for Final Payment in Section 45 of the General Conditions

ARTICLE VII - ANTICIPATED CONDITIONS AND WORK BY OTHERS

The Contractor further acknowledges that he is not entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his failing to fully acquaint himself with the site, the conditions, and the work now in place or on account of interference by the Commission or by any other contractor's activities which affect the work of this contract.

ARTICLE VIII - MISCELLANEOUS

The Contractor acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from Commission, its agents or employees, and that this contract is entered into solely upon the Contractor's own independent business judgment.

ARTICLE IX - BONDS

The Contractor shall comply and provide liability insurance and bonds in an amount specified by the Commission (Township) pursuant to and in accordance with MCL Section 129.201 et seq., MSA Section 5.2321 (1) et seq. and Performance Bond (PB-1), Labor, Material, and Equipment Rental Bond (LMB-1-2), and Maintenance and Guaranty Bond (MGB 1-2) in Section 12 of Invitation to Bidders. The Contractor shall provide satisfactory evidence that the corporate surety and the insurer are licensed and/or approved to conduct business in the state of Michigan. Such evidence shall include a certified copy of the Certificate of Authority issued by the Insurer Licensing Division of the Insurance Bureau.

ARTICLE X - INDEPENDENT CONTRACTOR RELATIONSHIP.

In the performance of this Contract, the relationship of Contractor to the Commission shall be that of an independent contractor and not that of an employee or agent of the Commission. Contractor is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Commission or to make any representations to third parties that are binding upon the Commission. Although Contractor is required under this Contract to advise, make recommendations to and to a limited extent represent the Township, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Commission or the Commission's authorized representative prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Commission or an authorized Commission's representative.

Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in this Contract in accordance with the terms and conditions of this Contract. Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Commission in advance.

ARTICLE XI - LIABILITY AND INSURANCE.

Contractor is required, in accordance with Section 49 of the General Conditions, to complete and comply with Section 49 of the General Conditions and agrees to, at its own expense, indemnify and hold harmless the Oakland Township Parks and Recreation Commission, the Paint Creek Trailways Commission, and the Charter Township of Oakland, its elected and appointed officials, employees and volunteers and others working on behalf of the Charter Township of Oakland, against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses, including without limitation: direct, indirect, incidental, consequential, special and punitive damages, fees and expenses of attorneys, expert witnesses and other consultants which may be imposed upon, incurred by, or asserted against the Township as a result of any negligent or tortious act, error of omission of the Contractor, or any of its personnel, employees, consultants, or subcontractors, agents or any entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, their agents and employees (collectively called 'Associates') for whose acts any of them might be liable, including, but not limited to, any and all injury to the person or damage to the property of, or any loss or expense incurred by an employee or the

Township; and any failure by the Contractor, or any of its "Associates" to perform its obligations either implied industry standards, or expressed under this Contract; and any violation of any federal, state or local statute, regulation, ordinance, permit or license by the Contractor, or any of its personnel, employees, consultants, or subcontractors, or any of its "Associates", only to the extent of negligent or tortious acts, errors or omissions of the Contractor.

The Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages; compensation; or employee benefits. In addition, the Contractor agrees to hold the Township, the Commission, and the Paint Creek Trailways Commission harmless from the payment of any deductible on any insurance policy paid or any other amount paid to the Township, or its elected and appointed officials, employees and volunteers, or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFP.

Contractor shall provide evidence of adequate insurance coverage in the types and amounts required by the Commission. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Commission, ASTI, the Paint Creek Trailways Commission, and certain adjoining property owners as Additional Named Insured, but with such coverage being primary and non-contributory. Contractor shall give the Commission and all Additional Named Insured immediate notice of any change in or cancellation of the coverage within twenty (20) days of such change or cancellation, shall provide a copy of any cancellation notice received from its insurer to the Commission and all Additional Named Insured within thirty (30) days of such cancellation, and shall request that its insurer send such notice of cancellation to the Commission and all Additional Named Insured. Contractor shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Commission.

ARTICLE XII - GENERAL PROVISIONS.

A. Entire Agreement. This instrument, being hereby defined to include the Agreement, Bonds, Drawings, Advertisement, Instructions to Bidders, Proposal, Specifications, General Conditions, and any supplements thereto agreed to by both parties, contains the entire Contract between the Commission and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because the Commission is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Township. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

E. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Oakland Township Parks and Recreation
Paint Creek Trail Streambank Stabilization

AGR- 6

12/10/2014
The Agreement

Commission: Commission Chairperson, Parks and Recreation Director
Contractor:

F. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Commission and Contractor.

G. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

H. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the Charter Township of Oakland, Oakland County, Michigan.

If any section, paragraph, sentence, clause or phrase of these Contract Documents shall be held invalid, the same shall not affect any other part of these Contract Documents.

WITNESSES: OAKLAND TOWNSHIP PARKS AND RECREATION COMMISISON
OAKLAND COUNTY, MICHIGAN

_____ By _____

_____ By _____

CONTRACTOR

_____ By _____

INSTRUCTIONS FOR EXECUTING AGREEMENT

If the Contractor be a Corporation, the following certificate should be executed:

I, _____ certify that I am the
_____ Secretary of the Corporation named as Contractor hereinabove; that
_____ who signed the foregoing Agreement on behalf of the
Contractor, was then _____ of said Corporation; that said Agreement
was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the
scope of its corporate powers.

(Corporate Seal)

If the Agreement be signed by the Secretary of the corporation, the above certificate should be executed by some other office of the Corporation, under the Corporate Seal. In lieu of the foregoing certificate, there may be attached to the Agreement copies of so much of the records of the Corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the Corporate Seal to be true copies.

The full name and business address of the Contractor should be inserted and the Agreement should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the Agreement.

If the Contractor should be operating as a partnership, each partner should sign the Agreement. If the Agreement be not signed by each partner, there shall be attached to the Agreement a duly authenticated Power of Attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Agreement a duly authenticated Power of Attorney evidencing the signer's authority to execute such Agreement for and in behalf of the Contractor.

COMMITMENT TO PROTECTION OF LAKES, STREAMS AND WETLANDS

The Charter Township of Oakland has a strong and long-standing commitment to the protection of the environment. This commitment includes protecting lakes, streams and wetlands from erosion, sedimentation and unnecessary filling. In order for the Charter Township of Oakland to meet this commitment it is necessary that those who work for us as contractors or subcontractors understand and share this commitment to the natural resources of this State and of Oakland County.

We ask and require that contractors working with us agree to share this commitment by signing this agreement to protect lakes, streams and wetlands.

Meeting this commitment includes installing and maintaining soil erosion and sedimentation control measures as required in construction plans. At times, it may be necessary to go beyond the minimum requirements of the plans to ensure that lakes and streams are protected.

Further, excess earth, concrete, asphalt, used oil and other debris must be disposed of in a manner consistent with local or state requirements. Filling of wetlands, lakes or streams with the soil or debris that results from a project without the express permission of the local community or the Michigan Department of Environmental Quality is not an acceptable disposal practice.

We insist that all appropriate state or local permit requirements be satisfied before materials are placed in or adjacent to wetlands, lakes or streams. We cannot ensure that others share this commitment to the environment, therefore it is necessary for our contractors to confirm that permits have been issued before materials are placed. Further, many communities have rules and regulations on any filling operation. We ask that you comply.

We expect that your employees and subcontractors will share in this commitment. Take note and instruct your employees and subcontractors that intentional damage to lakes, streams and wetlands outside of the project limits by those associated with our projects will not be tolerated by the Charter Township of Oakland and will influence future contracts and agreements with you.

Work within the project limits is to be conducted with care and concern for protecting the natural environment. Adverse impacts to lakes, streams and wetlands have been carefully considered and are proposed only in order to provide for a reasonable safe roadway that serves to protect the health and welfare of the traveling public. We ask that you not extend, increase or create adverse impacts, as a result of the work that we are doing, which have not been considered as part of the project.

If you believe that the adverse impacts of our projects can be reduced, or if additional impacts must be evaluated in order to improve the overall quality of the project that we, together, are building then we urge you to propose these changes to our engineering and environmental staff. They are committed to achieving high quality construction projects that protect, preserve and enhance the environment and believe that neither can be sacrificed for the sake of expediency.

We believe that you, as a contractor working in the Charter Township of Oakland, understand that our mutual success is dependent upon providing quality services to the citizens of the Charter Township of Oakland. Our signatures on this letter are evidence of our promise to protect the environment in the work we do together.

CONTRACTOR

SIGNATURE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, Contractor, as Principal, and _____, as Surety, are held and firmly bound unto the CHARTER TOWNSHIP OF OAKLAND, COUNTY OF OAKLAND, Owner, in the sum of Dollars (\$____) to be paid to the Owner for which payment well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS are such that, WHEREAS, the said did, on the ____ day of _____, 20__, by articles that date enter into a contract with said Owner for the Lost Lake Nature Park Improvements. NOW, THEREFORE, if said Contractor shall save and hold harmless the said Owner from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the said Owner from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue, and in the event that the said Owner shall extend the time for the completion of said work or otherwise modify elements of the contract in accordance with provisions thereof, such extension of time or modification of the contract shall not in any way release the sureties of this bond.

WITNESS our hands and seals this _____ day of _____, 20__.

WITNESSES:

		(SEAL)
		(SEAL)
		Principal
		(SEAL)
		(SEAL)
Mailing Address		

LABOR, MATERIAL & EQUIPMENT RENTAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
of the _____ hereinafter called the Principal,
and _____ hereinafter called the
Surety, are held and firmly bound unto the Charter Township of Oakland, County of Oakland, State of
Michigan, in the sum of _____ Dollars (\$
) to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this ____ day of _____ A.D. 20____.

WHEREAS, the above named Principal has entered into a certain contract with the CHARTER
TOWNSHIP OF OAKLAND, COUNTY OF OAKLAND, hereinafter called the Owner, dated the
day of _____, A.D. 20____, (hereinafter called the Contract) for
which contract and the specifications for said work shall be deemed a part hereof as fully as if set out
herein, and WHEREAS, this bond is given in compliance with and subject to all the provisions and
conditions of PA 1963, No. 213 as amended, being CL 1948, Sections 129.201 - 129.211.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above
named Principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors,
persons, firms and corporations, as the same may become due and payable, all indebtedness which may
arise from said Principal to a subcontractor or party performing labor or furnishing materials or renting
equipment, or any subcontractor to any person, firm, or corporation on account of any labor performed,
materials furnished or equipment rented, in connection with the contract, construction, and work herein
referred to, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter recorded or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the Owner shall not operate to discharge or release the sureties thereon.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their
respective authorized officers this ____ day of _____, A.D. 20__.

_____ (SEAL)

_____ (SEAL)
Principal

_____ (SEAL)

_____ (SEAL)
Surety

Mailing Address

Signed, sealed, and delivered in
the presence of:

Bonds correct in form:

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____ to _____, A.D., 20 ____, performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from _____ the Owner, or his agents, in addition to the regular items set forth in the contract numbered _____ and dated _____, A.D., 20____, for _____ executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

Date: _____

(Contractor)

By _____

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
) ss
County of _____)

The undersigned, _____ hereby represents that on _____ he (it) was awarded a contract by _____, hereinafter called the Owner, to in accordance with the terms and conditions of Contract No. ____ and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of 20 ____.

(Contractor)

By _____

Title _____

Subscribed and sworn to before me, a Notary
Public in and for _____ County,
Michigan, on this _____ day of
_____, 20____.

Notary Public

My Commission Expires _____

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____, as principal, and _____, as surety, are held and firmly bound unto the Charter Township of Oakland, County of Oakland, State of Michigan, in the sum of _____ (\$_____) good and lawful money of the United States of America, to be paid to said Charter Township of Oakland, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, A.D., 20__.

WHEREAS, the above named principal has entered into a certain written contract with the Charter Township of Oakland, dated this _____ day of _____, A.D. 20__, wherein the said principal covenanted and agreed as follows, to-wit:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said contract, the above named principal has agreed with the Charter Township of Oakland that for a period of two (2) years from the date of final payment, to keep in good order and repair any defect in all the work done under said contract either by the principal or his sub-contractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections shall also be made good all without expense to the Owner, and that whenever directed so to do by the Charter Township of Oakland by notice served in writing, either personally or by mail, on the principal at _____ OR _____ legal representatives, or successors, or on the surety at _____ WILL PROCEED at once to make such repairs as directed by said Charter Township of Oakland and in case of failure so to do within one (1) week from the date of service of such notice, then the Charter Township of Oakland shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof plus a 25% administrative fee to, and receive same from said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the Charter Township of Oakland may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting, the Charter Township of Oakland shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the principal or surety. In this connection, the judgment of the Charter Township of Oakland is final and conclusive. If the said principal, for a period of two (2) years from the date of final payment, shall keep said work so constructed under said contract in good order and repair,

and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said Charter Township of Oakland for any expense incurred by making such repairs, plus a 25% administrative fee, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the Charter Township of Oakland, its agents and others working on its behalf, and PM Blough, Inc. (PMB) from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said principal, servants, agents, or employees, in the prosecution of the work included in said contract, and from any and all claims arising under the Workman's Compensation Act, so-called of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, A.D., 20 ____.

Signed, Sealed and Delivered _____ (L.S.)
in the Presence of:

_____ (L.S.)

_____ (L.S.)
