

PROJECT MANUAL

CITY OF MASON RAYNER PARK COMMUNITY BUILD PLAYGROUND

Playground Redevelopment
Performance Based Project Manual

Owner:

City of Mason
201 W Ash St
Mason, MI 48854

PRE-BID MEETING

Wednesday, January 17, 2024 @ 11:00 AM

BIDS DUE:

Wednesday, January 31, 2024 @ 9:00 AM

PRESENTATIONS:

January 31, 2024, following bid opening

Consultants:

Wolverine Engineers & Surveyors, Inc.
312 North St
Mason, MI 48854
Contact: Don Heck, PE
Phone: 517-676-9200

Landscape Architects & Planners, Inc.
809 Center Street, Suite 1
Lansing, Michigan 48906
Contact: Bob Ford
Phone: 517-485-5500



**RAYNER PARK PLAYGROUND
PLAYGROUND PACKAGE
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ADVERTISEMENT FOR BIDS
RAYNER PARK COMMUNITY BUILD PLAYGROUND
Performance Based Bid
City of Mason, Michigan

Project Scope

The playground's budget is fixed at \$422,000 which includes removal of the existing playground equipment, previous surfacing and subgrade, excavation/grading and establishment of sub-grade, drain tiles, geotextile, playground surfacing, containment edging, labor, materials, proposed playground equipment, shipping and handling and site work conforming to a site plan provide by Wolverine Engineers & LAP + Creative.

Pre-Bid Meeting

The City of Mason strongly recommends that all prospective bidders send a representative to the Pre-Bid meeting, scheduled at **11:00 AM Wednesday, January 17, 2024**. The meeting will commence at City Hall, 201 W Ash St., Mason, MI 48854, followed by a site visit at Rayner Park 738 E Ash St., Mason, MI 48854.

Bid & Live Presentation

Sealed, itemized bids followed by presentations are required to bid on the RAYNER PARK COMMUNITY BUILD PLAYGROUND. The city has pre-determined a fixed bid amount for this bid. Bids will be received at the City of Mason, 201 W Ash St., Mason, MI 48854, **Wednesday, January 31, 2024, at 9:00 A.M.** Bidders will be assigned as specific time that day to provide a live presentation. Each Bidder will be given equal time to present their playground proposal, including exhibits, handouts, playground layout, number of play events, accessible play events, types of surfacing, type of containment edging and means of access to/from the play events. Designs will abide by best practices and playground standards and guidelines. Questions will be asked by the city's Playground Review Committee and bidders will be given time to respond. Exhibits and drawings for the playground must be submitted and left with the city Playground Review Committee following the presentation. Bidders' presentation materials will be returned if requested by the bidder, after the award.

How to Obtain Bid Information

The Bidding Documents, including Bid Form, Drawings and Project Manual can be obtained from the Builders Exchange and/or electronically from Landscape Architects & Planners, Inc., by soliciting bid documents at info@lapinc.net. Questions relating to the bid preparation for the playground design may be directed to LAP and/or the City of Mason.

Bonds

Bids must be accompanied by a certified check, cashier's check or bid bond payable to the City of Mason, in the amount of not less than five percent (5%) of the playground. The bid bond will be forfeited to the City of Mason if the bidder to whom the Contract is awarded fails to enter into a Contract within fourteen (14) days after award. The unsuccessful bidders' checks or bid bonds will be returned upon an award of a contract to the most responsive and qualified bidder. The successful bidder will also be required to furnish both Labor and Material Payment and Performance Bonds in the amount of the Contract Award.

THE CITY OF MASON reserves the right to reject any or all bids, to waive defects in bids, and to make the award to what it determines to be the most responsive and qualified bidder and in the best interest of the City.

Funding: State or federal funds are being used to assist in construction and relevant State or federal

requirements will apply.

Discrimination: The contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, 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.

INSTRUCTIONS TO BIDDERS

1. GENDER EQUITY: These Bidding Documents are non-gender specific. The use of his or her anywhere within these documents shall be completely interchangeable and shall mean the same. The use of his or her shall have no bearing regarding the sex of the bidders, contractor, subcontractors, suppliers, or other persons associated with this contract.
2. EXAMINATION OF BIDDING DOCUMENTS AND SITE: Before submitting his Bid, each Bidder must (a) examine the Bidding Documents thoroughly; (b) familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work; and (c) carefully correlate his observations with the requirements of the Bidding Documents.

The bidder shall be responsible for investigating and evaluating subsurface or latent physical conditions along the site of the work. Where information concerning existing conditions, including subsurface conditions, is provided or mentioned in the Bidding Documents, such information is provided for the convenience of the bidder and to provide the bidder information known by the City of Mason. However, the City of Mason does not represent or guarantee any specific site conditions, including subsurface conditions. The bidder shall be solely responsible for all necessary site investigations to insure the proposal is based on conditions, which exist in and adjacent to the project site.

All questions about the meaning or intent of any ambiguity, or any inconsistency, discrepancy, omission or error in the Bidding Documents shall be submitted to the Landscape Architect/Engineer. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with and understands all requirements contained in the instructions. Failure or omission of the Bidder to do all of the foregoing shall in no way relieve the Bidder from any obligations represented in the instructions and/or bid documents.

3. BASIS OF PROPOSAL: The City of Mason reserves the right to increase or decrease any or all of the proposed quantities at the unit prices provided by the bidder. The quantities listed in the Bid Documents are approximate and are stated solely to provide a uniform base of calculation for comparison of bids and award of a contract. No guarantee is made by the Owner that the actual quantities will correspond exactly with the proposed quantities. The Contractor will be paid based upon his lump sum bid. Alternates, substitutions or modifications, if any, can be accepted by the Independent Township if deemed in the best interest of the Township and may be further modified by Change Order for work added or deleted from the Project.
4. PRECEDENCE OF BIDDING DOCUMENTS: In the event that any variance should arise between the Drawings and Specifications, the Specifications shall govern.
5. PREPARATION OF BID: The required bidding forms, labeled Proposal, are included in the Project Manual as part of the Contract Documents. All bids must be made on the required forms prepared and executed fully and properly. A price must be given for each item being bid. The proposed prices and amounts are for furnishing all labor, supervision, materials, equipment, tools, incidentals, bonds, insurance and service required to complete the work in accordance with the Contract Documents.

Bidders shall write the bid amount in both written and numerical form. In case of error, the written shall govern. Proposals shall be made in duplicate on the Proposal forms. When applicable, each Bidder shall acknowledge receipt of all Addenda issued by signing and attaching the Addendum form to the front of the bid package. Failure of a Bidder to acknowledge receipt of any and all Addenda may result in the rejection of the Bid. Bidders shall only present playground equipment they can get within the time frame for completion.

6. **SIGNATURES:** All bids, notifications, claims and statements must be signed as follows:
 - a. Corporations: Signature of official shall be accompanied by a certified copy of the Resolution of the Board of Directors authorizing the official signing to bind the corporation.
 - b. Partnerships: Signature of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all partners. If bid is signed by all partners, no authorization for signature is required.
 - c. Individual: Proprietor's signature is all that is needed.

All names must be typed or printed below the signature. Each signature must be witnessed.

7. **BID GUARANTEE:** Each proposal shall be accompanied by a certified check, cashier's check or bid bond on an open, solvent Michigan bank in the amount of five percent (5%) of the base bid, payable to the Independent Charter Township as a guarantee of good faith. If the successful bidder fails to furnish satisfactory bonds and insurance within fourteen (14) days after Notice of Award, such guarantee shall be forfeited to the City of Mason as damages. The guarantees of the three most qualified bidders will be retained until the bonds and insurance of the Contractor have been approved by the City of Mason. The bid guarantees of all other bidders will be returned within 14 days after the bid opening.
8. **SUBMISSION:** Submit proposals in a sealed opaque envelope labeled and marked with project name and bidder identification. Proposals must be delivered to the City of Mason, **201 W Ash St., Mason, MI 48854** no later than the time specified. It is the sole responsibility of the Bidder to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals shall be considered an unqualified bid and will be returned unopened.
9. **BID OPENING:** Bids will be opened prior to the Bidders Presentation and read aloud at the place and time set for the opening in the Advertisement. Late bids will not be considered. The contents of accepted bids will be released to all bidders and others having a legitimate interest as determined by the City of Mason. No bidder may withdraw their bid after the opening for a minimum period of sixty (60) days without forfeiting the Bid Guarantee.
10. **COMPETENCY OF BIDDERS:** Upon the request of the City of Mason, Bidders shall be prepared to furnish sufficient evidence as to their qualifications to perform the project work, such as record of past performances including references, equipment and personnel available, and such other pertinent and material facts as may be desirable. Furthermore, upon the request of the City of Mason the Bidder shall submit financial statements to the extent necessary to provide confidence necessary to award a contract.
11. **BONDING/INSURANCE:** The successful bidder will be required to obtain bonding and insurance with

sureties acceptable to the City of Mason. Said bonds shall be Performance Bond and Labor and Material Payment Bond, all in the amount of 100 percent (100%) of the Contract bid amount. Said insurances shall include workers compensation and employer liability, automobile liability, contractor's public liability and owner's protective liability which shall indemnify the Independent Charter Township for actions of the Contractor. The bonding and insurance requirements are discussed further in the General Conditions of the Project Manual.

12. REJECTION OF BIDS: The City of Mason reserves the right to reject any bids and to waive any defects in bids. The reason(s) for the disqualification of a bidder and the rejection of his proposal may include, but are not limited to, the following:
- a. More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
 - b. Evidence of collusion among bidders.
 - c. Unbalanced proposals in which the prices for some items are substantially out of proportion to the price of other items.
 - d. Failure to submit a unit price or lump sum for each item of work listed in the proposal.
 - e. Lack of competency as revealed by financial statement or experience record.
 - f. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
 - g. Uncompleted work which, in the judgement of the City of Mason might hinder or prevent the prompt completion of additional work.
 - h. Involvement in any way in which there could be a conflict of interest such as kickbacks and gratuities.
 - i. If the proposal is on a form other than that furnished herein, or if the form is altered or any part thereof is detached.
 - j. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 - k. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into the Contract pursuant to an award.
13. CONTRACT: It is agreed that this Proposal shall be a continuing offer on the part of the Contractor until it is accepted or rejected by the City of Mason provided, that the Contractor executes and delivers this proposal and on condition that it may not be withdrawn within a period of sixty (60) days from the date the proposals are publicly opened, as herein specified, or from any adjourned date for the opening thereof. It is further agreed that this proposal may be accepted by the City of Mason by the execution hereof by its proper officers and thereafter this proposal shall be a completed Contract between the parties.

14. NOTIFICATION OF AWARD AND CONTRACT EXECUTION: Upon acceptance by the City of Mason, the successful bidder will be notified of award in writing and shall within fourteen (14) days thereafter furnish the required insurance and bonds. The City of Mason, within fourteen (14) days of receipt of acceptable bonds and insurance certificates, shall sign the Proposal and return to the successful bidder a signed duplicate which shall constitute the Contract between the City of Mason and the Contractor.

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PROPOSAL FORM
for
Rayner Park Playground, 738 E Ash St., Mason, MI 48854
City of Mason, 201 W Ash St., Mason, MI 48854

Contractor:

Dear City of Mason:

- The undersigned having familiarized him/herself with the existing conditions of the Project Area affecting the cost of the work, and with the Bidding Documents, which include the Invitation for Bids, Instructions to Bidders, the Proposal Form, Addenda (if any), Statement of Bidder's Qualifications, General Conditions, Supplementary Conditions, Technical Specifications (including General Requirements), Form of Labor and Material Bond, Form of Performance Bond, Drawings as prepared by Landscape Architects and Planners, Inc., and Form of Agreement, hereby proposes to furnish all permits, materials, labor, supervision, equipment, tools, incidentals, appurtenances, services, bonds, and insurance required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below.

BASE BID: Includes all work indicated in the Project Manual and on the Drawings for this Project. All work will be awarded under one contract.

Write Amount: Four Hundred Twenty-Two Thousand Dollars (\$422,000.00).

UNIT PRICES

The bidder proposes to add or delete work in this project for the following unit prices as authorized in writing by the Owner to include all permits, labor, materials, equipment, profit, tools, incidentals, overhead, taxes, and the like complete. Such authorization will be defined by issuance of a change order.

ITEM OF WORK Phase 1	BID QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Mobilization (not to exceed 5% of total project)				
Layout and Staking		LS		
Erosion Control Fence		LF		
Demolition (includes walk, gravel, fence, swing set, wood chips, and existing playground structure)		LS		
Site Preparation (includes tree protection, excavation for 12" concrete, playground area, provision of 4" peastone and geotextile fabric)		LS		
4" Concrete (Walks/Picnic plaza)		SF		
6" Reinforced Concrete		SF		
Detectable warning plates		EA		
ADA Pavement markings and signage		LS		

New Playground Equipment		LS		
Playground Edging		LF		
4" Perforated Drain Tile w/ cleanouts and outlet		LF		
Engineered Wood Fiber		CY		
Poured in Place over stone base		SF		
Picnic Tables		EA		
Benches		EA		
Bike Racks		EA		
Trash Bins		EA		
Recycle Bins		EA		
Interpretive Sign		EA		
Rain Garden with Native Plants		LS		
Restoration and seeding		LS		
Total Base Bid Cost		LS		\$422,000

UNIT PRICES

Contractor to provide all unit prices below for extending the contract amount in the event that certain scope items require additional work during construction.

Cost to furnish and install imported materials	UNIT	UNIT PRICE
Top Soil	CY	
Class II undercut (include excavation and replacement)	CY	
21AA (crushed concrete or natural)	CY	
Non-woven geotextile	SY	
Peastone	CY	
Concrete 4"	SF	

Legend: LF- Linear Foot, LS – Lump Sum, SF – Square feet, SY - Square yards, CY – Cubic Yards, EA – Each

- TIME:** Time is and shall be considered of the essence of the Contract. If the Contractor fails to complete the work on or before the completion date, liquidated damages will be assessed as stated under "Delays and Liquidated Damages".
- DELAYS:** Delays shall be separated into three (3) categories as follows:
 - category a - Delays for which the Contractor is responsible.
 - category b - Delays for which the Contractor is not responsible.
 - category c - Delays caused by adverse weather conditions, such as heavy rain, extreme cold, snow, etc.

The Contractor will not be eligible to request an extension of the contract completion date based on

delays falling into category a above.

Delays for which the Contractor is not responsible, category b, shall include delays caused by Acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency or public necessity, or by reason of alterations ordered by the Owner. Delays falling into category b shall in no way affect the validity of the contract, but the time limitation of the contract shall be extended by the same amount of time as such delay may cause to be lost; provided, however, that formal claim for such extension shall be made in writing by the Contractor within one week after the date upon which such alleged delay shall have occurred.

The Contractor may request an extension of the contract completion date for delays falling into category c above, subject to the following conditions:

The Contractor shall schedule the progress of the project work based on the premise that adverse weather conditions will result in the loss of one workday, excluding Saturdays and Sundays, per week. If, during the specified contract completion period, the Contractor is prevented from working on the project because of adverse weather conditions in excess of the average of one workday per week, the Contractor may request an extension of the contract completion date based on the difference between the actual workdays lost and the number of weeks allowed for completion of the project work.

3. **REQUEST FOR TIME EXTENSION:** Requests for extension of time shall be filed by the Contractor with the Architect. The request shall be in writing and state the reasons for the extension. In any case the request for extension of time shall be filed within one week (7 calendar days) following the occurrence of the delay for which the time extension is requested. Failure to notify the Architect as provided herein, may constitute a waiver of claim for an extension of time. The Architect may approve or deny the extension of time request. Approved time extensions will be granted in writing. Any contract time, as extended, shall thereafter be binding upon the Contractor and Surety as if they appeared in the contract, originally.
4. **LIQUIDATED DAMAGES:** Should the work under this Contract not be finished within the time specified in the original Contract or by approved time extensions for reasons outlined herein, it is agreed that there may be deducted by the Owner from the final certificate to the Contractor, a sum computed at the rate of One hundred dollars (\$100.00) per calendar day for each and every calendar day beginning the day following the scheduled date of completion and continuing until the date of final acceptance of the work. Said sum of One hundred dollars (\$100.00) 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 Owner for reason of such defaults.

It is understood that the above deduction of One hundred dollars (\$100.00) per day, is not a penalty, but money due to be treated as liquidated damages.

5. **STARTING DATE**
Unless otherwise stated herein or unless otherwise agreed upon by the Contractor and Owner, the Contractor shall commence Work within ten (10) calendar days of receiving notification that the project contract has been signed by the Owner. The starting date for this project shall be within 10 calendar days of notification.
6. **COMPLETION DATE**
The completion date for this project shall be **July 31, 2024**.

Bidder will commence work within 10 calendar days following Contract Award, or on a mutually agreed upon date, which includes placing equipment order, performing removals and/or preparing the site.

A 5% security in the amount of _____ (\$ _____) in the form of a bid bond, certified check, or cashier's check is submitted herewith. (Bidder shall circle which form of bond is submitted.)

7. **LIST OF SUBCONTRACTORS**

The Contractor upon request of the Owner shall submit a list of subcontractors to be approved by the Owner.

8. **REFERENCES**

The Contractor will supply at least five (5) references for projects of similar size and scope completed within the last five (5) years. References should be given below:

1. Company/Agency Name: _____

Contact Person: _____

Email of Contact Person: _____

Complete Street Address: _____

Telephone Number: _____

Dates of Service: _____

Description of Project: _____

2. Company/Agency Name: _____

Contact Person: _____

Email of Contact Person: _____

Complete Street Address: _____

Telephone Number: _____

Dates of Service: _____

Description of Project: _____

3. Company/Agency Name: _____

Contact Person: _____

Email of Contact Person: _____

Complete Street Address: _____

Telephone Number: _____

Dates of Service: _____

Description of Project: _____

4. Company/Agency Name: _____

Contact Person: _____

Email of Contact Person: _____

Complete Street Address: _____

Telephone Number: _____

Dates of Service: _____

Description of Project: _____

5. Company/Agency Name: _____

Contact Person: _____

Email of Contact Person: _____

Complete Street Address: _____

Telephone Number: _____

Dates of Service: _____

Description of Project: _____

9. **DECLARATION OF CONTRACTOR**

The undersigned, as Bidder, hereby declares this bid is made in good faith, without fraud or collusion with any person bidding, and that the Project Manual, and Drawings and the project site have been examined. The Bidder is allowed to probe and/or excavate in the playground area to determine what soils are under the play area with permission of the Owner. The Bidder confirms that he/she is familiar with the location of the work described and is fully informed as to the nature of the work and the conditions relating to its performance.

The Bidder acknowledges that all information provided by the Owner and the Architect regarding the site conditions have been provided as a matter of convenience to all bidders, and understands that the Owner and Architect makes no warranties or representations of any nature whatsoever regarding such conditions, including subsoil conditions. The Bidder acknowledges that he/she has not relied upon any representations from the Owner and Architect, its agents or employees, as to any conditions to be encountered in accomplishing the work, including subsoil conditions, and that the bid is based solely upon the Bidder's own independent judgement.

The Bidder acknowledges that they have been at the site and have attended the Pre-Bid meeting as specified and understands the site conditions.

The Bidder certifies that the drawings and specifications have been examined, and that he/she has reviewed the proposed construction methods and finds them compatible with the site conditions which he anticipates based upon his investigation of this project.

The Bidder shall complete the work under any job or field condition which is present or is encountered and he shall complete the work under whatever conditions exist, whether or not he anticipated those site conditions.

Signed,

Firm Name: _____

By: _____
Bidder's Signature

Title: _____
() Individual () Partnership () Corporation in _____
State

Official Business Address:

Business Phone: _____

Fax: _____

Date: _____

AGREEMENT BETWEEN OWNER & CONTRACTOR FOR CONSTRUCTION

THIS AGREEMENT, made this _____ day of _____, 20____, by and between City of Mason, 201 W Ash Street, Mason, MI 48854, party of the first part, commonly referred to herein as the "OWNER", and

(Name and Address of Contractor)

party of the second part, commonly referred to herein as the "CONTRACTOR".

WITNESSETH: That the said parties, each in consideration of the covenants and agreements on the part of the other herein contained, have covenanted and agreed, and do hereby covenant and agree, the party of the first part for itself, and the party of the second part, for itself and all its heirs, executors, administrators, and assigns, as set forth in the following ARTICLES OF AGREEMENT.

ARTICLE 1. CONTRACTOR'S OBLIGATION TO BUILD

It is agreed the CONTRACTOR shall in accordance with the construction documents.

- Establish elevations and prepare sub-base to receive playground equipment.
- Provide and install playground equipment as proposed.
- Provide "Poured in Place" surfacing in appropriate areas to meet ADA requirements.
- Provide "Engineered Wood Fiber" surfacing to proper depths in remaining play areas.
- Provide "Raingarden" with amended soil as specified.
- Install other amenities listed on the proposal form submitted.
- Install (2) Handicapped Parking Spaces and connector walks.
- Provide any/all Landscaping as specified in the Contract Documents.

The "Work" as described above shall be called **Rayner Park Community Build Playground**, hereinafter called the PROJECT.

All in full accordance with and conformity to the Contract Documents for **Rayner Park Community Build Playground**, of which is herein included and made a part of this agreement, and that he shall furnish all labor, materials, tools, power, permits, transportation, and construction equipment necessary therefore, excepting those things which are specifically stipulated therein to be furnished or done by the Owner and/or others.

ARTICLE 2. TIME OF COMPLETION

It is agreed hereby that upon receipt of the written notice to proceed, the Contractor shall commence the work within 14 calendar days and shall prosecute the work under this contract with all due diligence at such points and with such force and in such manner and at such rate as will bring it to full completion by **July 1, 2024**, and that in the event of a Contractor delay, not excused in the manner prescribed in the specifications, shall occur, Contractor shall compensate the Owner in damages for expense, inconvenience, or other loss occasioned to Owner by such delay.

ARTICLE 3. CONTRACT SUM

The Owner shall pay the Contractor for his/her performance, subject to additions and deductions, the amount of \$422,000.00 for Playground Improvements and site work.

The expense of making good any damages to the Project or premises and the removal and replacement of materials or work rejected or condemned by the Owner as failing to conform with the requirements of the plans and specifications, which in the opinion of the Owner has resulted from a lack of reasonable diligence on the part of the Contractor, shall not be charged as items of cost.

The Contractor's proposal as submitted shall become part of this agreement and unit prices stated therein shall be binding upon both parties.

ARTICLE 4. PAYMENTS

The OWNER shall make payments to the Contractor as specified herein:

1. As of the last day of each month during which satisfactory progress has been made toward the final completion of the Project, the Contractor shall submit to the Owner an application for payment based upon the amount and value of the work which has been done under this contract during the month or since the date of the last previous estimate.

The Contractor shall submit, along with such application for payment, waiver of lien or sworn affidavits or other vouchers showing payments for materials for labor, payments to subcontractors, and such other evidence of the Contractor's right to payment application, the Owner will pay to the Contractor on account a sum equal to ninety percent (90%) of the amount of such application except that the said Owner may deduct and retain out of any such partial payment, a sum sufficient to meet any undischarged obligations of the Contractor for labor and/or materials incorporated in the work.

2. As soon as practicable after the satisfactory completion of all work covered by this contract, the Contractor shall notify the Owner and request a final inspection of the Project; and, if the work is found satisfactory, shall submit to the Owner his request for final payment along with a sworn statement and conditional waiver of lien, or a receipt in full, from each manufacturer, or dealer in materials, covering all equipment and materials of every kind that have been furnished for this work or, in lieu of such receipt, he shall file a bill showing balance due on such equipment or materials. The Owner will then pay the Contractor except that the Owner may, at his option, deduct and retain such sums as he may deem to be necessary to meet the undischarged obligations of the Contractor for materials or labor expended upon this project.

The acceptance by the Contractor of this final payment shall operate as and be a release of the Owner from all claims and liability to the Contractor for anything done or furnished for or relating to the Project or for any act or neglect of the Owner or any persons relating to or affecting the Project. There will be a one-year warranty period as part of the contract for defects, improper work, and/or corrections to meet the contract documents specified work and materials.

3. Progress payments shall be made in the following manner: A single check each month to Contractor, unless otherwise agreed upon.

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents are listed herein, and they are as fully a part of the Contract as if hereto attached or herein repeated.

ARTICLE 6. NOTICES

Notices to the Owner shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to City of Mason, 201 W Ash St., Mason, MI 48854 or to a different address as provided by the Owner or an email address with "read receipt" acknowledgment or other form of official notification as may be designated in writing by the OWNER to the CONTRACTOR.

Notices to Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to (write in the official address for the CONTRACTOR below

_____, or to such other address as may be designated in writing by Contractor, or an email address with "read receipt" acknowledgment or other form of official notification as may be designated in writing by the CONTRACTOR to the OWNER.

ARTICLE 7. INDEPENDENT CONTRACTOR

No provision or term of this Agreement herein contained shall be construed by the parties or by any other person as one creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an independent Contractor.

ARTICLE 8. APPLICABILITY OF CONTRACT

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan applicable to contracts made and to be performed in this state. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

ARTICLE 9. WHOLE AGREEMENT CLAUSE

This written agreement embodies the entire agreement between the parties hereto. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the City of Mason, as Owner, and

_____, as Contractor, have caused this Agreement to be signed

this _____ day of _____, 20____.

OWNER: City of Mason

CONTRACTOR:

By _____
Signature

By _____

Name: _____
Print Name

Address: _____

Telephone

Witness Signature

Name: _____

Address: _____

Telephone

Witness Signature

GENERAL CONDITIONS

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1. DEFINITIONS:

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications, or corrections.

BID - The offer or proposal of the Bidder, submitted on the prescribed form, setting forth the prices for the Work to be performed, and the time for start and completion of Work in calendar days.

BIDDER - Any person, firm, or corporation submitting a Bid for the Work.

BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his Surety in accordance with the Contract Documents.

CHANGE ORDER - A written order to the Contractor, authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CONTRACT DOCUMENTS - Contract Documents shall include the executed Proposal and Contract, the Project Manual, all Addenda and Change Orders, all Drawings, and all required permits.

CONTRACTOR - The Bidder whose proposal is accepted by the Owner.

CONTRACT - The "Contract Documents" form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Landscape Architect/Engineer and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Landscape Architect/Engineer or (4) between any persons or entities other than the Owner and Contractor. The Landscape Architect/Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Landscape Architect/Engineer's duties.

CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work. Please only select equipment that can be obtained within the time frame for completion.

DRAWINGS- The graphic and pictorial portions of the Contract Documents which show the design, location, dimensions, characteristics and scope of the Work to be performed and which generally include plans, elevations, sections, details, schedules, and diagrams. The site work associated with this contract is subject to modifications based upon the selected contractor (manufacturer/representative) and the specific design submitted and selected by the Owner, to construct this project. This is a performance-based contract with a set price. Site work is part of the project. Sealed playground construction drawings must be submitted with the bid.

FIELD ORDER (OR CHANGE DIRECTIVE) - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Landscape Architect/Engineer to the Contractor during construction.

FINAL COMPLETION - That date as certified by the Landscape Architect/Engineer when the Project is completed and accepted by the Owner and when the Contractor has complied with all terms of the Contract.

INSPECTOR - An individual appointed by Landscape Architect/Engineer to perform construction observation services including monitoring the progress of the Work at the Project Site.

LANDSCAPE ARCHITECT/ENGINEER - Landscape Architects & Planners, Inc. and Wolverine Engineers & Surveyors, Inc., or their named Project Manager for the project.

If the employment of the Landscape Architect/Engineer is terminated by the Owner, the Owner may employ a new representative or firm (licensed by the State of Michigan to practice Landscape Architecture, (architecture or engineering) against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be the same as the former Landscape Architect/Engineer.

MATERIALS - All items or substances necessary to be incorporated into the Project to produce the construction required by the Contract Documents.

MODIFICATION - A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order (Field Order) for a minor change in the Work issued by the Architect.

NOTICE OF AWARD - The Written Notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

NOTIFICATION - Written Notice delivered in person or by mail.

OWNER - The person, firm, company, or corporation with whom the Contractor has executed the Agreement.

PERFORMANCE-BASED SELECTION PROCESS – State or federal funds are being used to assist in construction and relevant State or federal requirements will apply. The price, or amount, that the Owner is willing to pay for this service will be provided to all bidders known as the “contract amount”. The Bidder shall prepare exhibits demonstrating what they are willing to provide for the Owner’s disclosed amount. This will include all labor, materials, overhead, profit, sub-contractors, shipping/delivery, handling, taxes, meetings, and assembly. A selection committee will be determined solely by the Owner which will consist of Administration and/or staff member(s). There will be a recommendation to award based upon this competitive performance-based process. The administration will determine which bid is in the best interest of the municipality. There is no appeal process.

PROJECT - The undertaking to be performed as provided in the Contract Documents.

PROJECT MANUAL - The Project Manual is the volume assembled for the Work and includes the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

PROJECT SITE - The location, or site, where Construction Work will be undertaken as required by the Contract Documents.

SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION - That date as certified by the Landscape Architect/Engineer when the construction of the project or a specified part thereof is sufficiently completed in accordance with the Contract Documents so that the Project, or specified part, can be utilized for its intended purpose.

SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a federal, state, or local agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable state laws or local laws.

SUPPLIER - Any person, or organization, who supplies materials and/or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SURETY - Any person, firm, or corporation, which has executed, as Surety, the Contractor's Bonds securing the performance of the Contract.

WORK - The term Work means the construction and services required by the Contract Documents, whether completed, or partially completed, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole, or part, of the Project.

WRITTEN NOTICE - Any notice to any part of this Agreement in writing, and considered delivered, and the service thereof completed, when posted by certified or registered mail or email (with electronic receipt), to a said party at the last given address/email address, or delivered in person to said party, or authorized representative, on the Project site.

2. CONTRACT DOCUMENTS: The Work under this Contract shall consist of the items listed in the Proposal, including all incidental items necessary to fully complete the Project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement, Instruction to Bidders, the executed Proposal/Contract, Conditions of the Contract (General, Supplemental, and other Conditions), General Requirements, Technical Specifications, Supplemental Specifications, Bonds, Contract Drawings, and all attachments, Addenda and exhibits to the foregoing, and all easements, permits and other documents with which the Contractor must comply in performing the work hereunder. The intent of the

Contract Documents is to include in the Contract Price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the Work.

The Project Manual, the Proposal and Contract, the Drawings and Change Orders (if any) constitute the documents according to which the Work is to be done. The Contractor shall keep at the Project Site an approved copy of the Project Manual, Drawings, and Change Orders (if any) and shall provide the Landscape Architect/Engineer and its agent's access thereto. If, in any case, there shall be a question, or dispute, as to the meaning of the Specifications or Drawings, the Landscape Architect/Engineer shall decide the true intent of the Documents.

3. ERRORS, CONFLICTS AND OMISSIONS: The intent of the Contract Documents is to provide everything necessary for the proper execution of the Work. However, no Work shall be done under conditions which may be expected to result in defective Work. If the Contractor wishes to question the materials prescribed or the site conditions, they shall immediately notify the Landscape Architect/Engineer. The Landscape Architect/Engineer shall review these conditions, and if deemed necessary, shall recommend changes be made in design, or construction procedures, before Work is continued. The Contractor shall not be allowed to take advantage of any error, conflict or omission, as full instructions will be issued by the Landscape Architect/Engineer, and the Contractor shall carry out such instructions as if originally specified. In case of conflict, the Work shall not proceed until a decision has been agreed upon, including the Owner. Any Work done by the Contractor after discovery of an error, omission, or conflict until authorized, will be at the Contractor's risk and responsibility, and without additional compensation to the Contractor.
4. SCHEDULES, REPORTS, AND RECORDS: The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents or the Work to be performed, in the format they may be specified by the Landscape Architect/Engineer.

Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which it will start the various parts of the Work, estimated date of completion of each part, and, as applicable:

The dates at which special detail drawings will be required; and

Respective dates for submission of shop drawings, the beginning of manufacture, the testing and installation of materials, supplies, and equipment.

The Contractor shall also submit a schedule of payments that he anticipates it will earn during the course of the Work.

5. SURVEYS, LAYOUT OF WORK, PERMITS, and REGULATIONS: The Contractor shall thoroughly examine the Drawings and Specifications before commencing Work. He shall verify all measurements on the site and be responsible for any mistakes made and their results. Any discrepancy shall be reported to the Owner before proceeding with any Work affected. Failure to report such discrepancy shall not relieve the Contractor of his responsibilities.

The Contractor shall establish all base lines for locating the principal component parts of the Work and lay out the Work as to line and grade and verify all measurements on the Project Site. Contractor shall contact

the utility companies, "Miss Dig" and consult the Owner as to the exact location of all utilities and appurtenances that could be encountered.

The Contractor shall carefully preserve two benchmark locations on the site as reference points, and stake. In case of willful or careless destruction shall be charged with the resulting replacement expense; and shall be responsible for any mistakes that may be caused by the benchmarks' unnecessary loss or disturbance. One benchmark shall be discreetly and securely located to preserve the elevations of the work.

The Contractor shall give all requisite notices to public officials; secure and pay for all permits, legal fees, or charges; have the Work inspected by all proper public authorities; pay all charges connected with such inspections; and deliver the proper inspection certificates and all receipts for charges to the Owner.

6. SUBSURFACE CONDITIONS: The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:

Subsurface of latent physical conditions at the Project Site differing materially from those indicated in the Contract Documents; or

Unknown physical conditions at the Project Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner may, if it is determined the facts so justify, consider and adjust any such claims asserted before the date of final payment.

7. SHOP DRAWINGS: The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Landscape Architect/Engineer shall promptly review all Shop Drawings. The Landscape Architect/Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations of the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents must be described and verified by the Owner evidenced by a Change Order.

When submitted for the Landscape Architect/Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

Portions of the Work requiring a Shop Drawing, or sample submission, shall not begin until the Shop Drawing or submission has been approved by the Landscape Architect/Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the Project Site, and shall be available to the Landscape Architect/Engineer.

8. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Landscape Architect/Engineer, as necessary to conduct the Work required by the Contract Documents. The additional drawings and instruction thus supplied will become a

part of the Contract Documents. The Contractor shall conduct the Work in accordance with the additional detail drawings and instructions.

9. CONTRACTOR'S RESPONSIBILITIES: The Contractor shall assume full responsibility for the Work and take all precautions for preventing injuries to persons and damage to property on or about the Work. The Contractor shall assume the defense of and save harmless the Owner and its individual officers and agents from all claims relating to labor provided and materials furnished for 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 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.

The 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, flood, elements, or other causes.

10. SUBCONTRACTS: The Contractor shall not sublet, assign, or transfer this Contract or any portion thereof or any payments for Work completed, without the consent of the Landscape Architect/Engineer. Assignment or subletting any portion of this Contract shall not release the Contractor or the Contractors bonding company from any Contract obligations. The Contractor shall notify the Landscape Architect/Engineer before signing of the Contract of the names, addresses and contact information for any Subcontractors. The Owner reserves the right to prohibit the use of any subcontractor which it may consider as being unacceptable. The provisions of this Contract shall apply to all Subcontractors employed by the Contractor and their officers and employees in all respects as if it and they were employees of the Contractor, and the Contractor shall not be relieved from the obligations and liabilities described or required by the project plans, specifications and proposal. The Work and materials furnished by Subcontractors shall be subject to the same contractual provisions as if furnished by the Contractor.

11. ROYALTIES, PATENTS, NOTICES, and FEES: Contractor shall give all notices and pay all royalties and fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof. He shall comply with all laws, ordinances, and codes applicable to any portion of the Work.

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

12. ACCEPTANCE OF CONDITIONS: If any part of the Contractor's Work depends, for proper results, upon existing work or the work of another contractor, the Contractor shall notify the Landscape Architect/Engineer before commencing Work, of any defects that will affect the results. Failure to so notify will constitute his acceptance of the conditions.

13. WORKING CONDITIONS: The Contractor shall at all times conduct, and cause all its agents, employees and Subcontractors to conduct all work in accordance with all applicable State and Federal laws and ordinances

and with minimum possible interference with the proper functioning of the activities of the Owner. The Contractor shall secure, at no cost to the Owner, all permits and licenses necessary for the prosecution of the Work. Materials, tools, etc., shall be confined so as not to unduly encumber the premises or interfere with programs, events or other use of the non-encumbered work area. The Contractor shall be held to have visited the Project Site and checked with the authorities the working conditions and the methods of conducting the Work and to have included in its proposal all costs for meeting such working conditions.

14. MATERIALS AND WORKMANSHIP: Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kind for the purpose. In certain instances, specific articles and materials are specified in order to maintain compatibility with existing materials. However, it is not the intent of these Specifications to limit competition. Therefore, except in those instances where brand named materials are specifically required, a substitute of equal qualification may be supplied for articles, materials, or equipment specified by name in these documents, upon the written approval of the Landscape Architect/Engineer. The Landscape Architect/Engineer's decision will be final as to whether the materials or equipment offered are equal or similar (provide function and closely aligned relative to quality) enough to those specified.

If not otherwise provided, Work called for in this Contract shall be furnished and performed in accordance with well-established practice and standards recognized by architects, engineers, and contractors. The Contractor shall furnish suitable tools, materials, and equipment, and employ competent labor to perform the Work to be done; and any labor, tools, materials, or equipment that shall not, in the judgement of the Landscape Architect/Engineer, be suitable or competent to produce this result may be ordered from the Project Site by the Landscape Architect/Engineer, and such labor, tools, materials, and equipment shall be substituted therefore by the Contractor as will meet with the approval of the Landscape Architect/Engineer.

15. SUPERINTENDENTS AND EMPLOYEES: Contractor shall enforce good order among his employees and shall not employ on the Work any disorderly, intemperate, or unfit person or anyone not skilled in the Work assigned to them. There shall be no consumption of alcoholic beverages or other illegal drugs by any of the Contractor's employees within the vicinity of the Project Site, said vicinity to be at the discretion of the Architect. Whenever the Landscape Architect/Engineer shall notify the Contractor that any employee on the Work is, in the Architect's opinion, careless, incompetent, disorderly, or otherwise unsatisfactory, such employee shall be discharged from Work and shall not again be employed on the Project Site except with the consent of the Landscape Architect/Engineer.

The Contractor shall always keep on the site of the Work a competent superintendent, foreman, and assistants. The superintendent shall have authority to act for the Contractor. The Superintendent shall always have the Drawings and Specifications available on the site. Directions given to the superintendent shall be binding as if given to the Contractor.

16. OTHER CONTRACTS: The Owner may perform other work related to the Project at the site or have other work performed by utility companies, or let other contracts in connection with the Work and the Contractor shall properly connect and coordinate his work with the work of all others. The Contractor shall afford to all other parties working in the area at the Owner's direction, proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment for the execution of such work, and shall properly connect and coordinate the additional work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only alter other work with written consent of the Landscape Architect/Engineer and the others whose work will

be affected. Should the work of others interfere with that of the Contractor, the Landscape Architect/Engineer shall decide which party shall cease work for the time being or whether the work of all parties shall continue at the same time. The duties and responsibilities under this paragraph shall also apply to all outside utility work forces and other contractors working for the Owner within the Project area.

If any part of the Contractor's Work depends for proper execution or results upon the work of other outside forces, the Contractor shall inspect and promptly report to the Landscape Architect/Engineer any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work. The Owner shall not be liable for any damages or increased costs occasioned by the failure of other contractors to execute their work as may be anticipated by these documents.

17. ASSIGNMENTS: Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

18. PROTECTION AND SAFETY: The Contractor shall properly protect all new and existing work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. The Contractor shall without delay make good any such damage, injury or loss, and shall defend and save the Owner harmless from all such damages or injuries occurring because of this work. The Contractor 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 Landscape Architect/Engineer, all at no additional cost to the Owner. The Contractor shall assume full responsibility for loss or damage to the Work during the entire construction period from all causes whatsoever not directly due to the acts or neglect of the Owner. For the purposes of this section the decision of the Landscape Architect/Engineer, with respect to existing conditions and for the need for corrective action by the Contractor, shall be final.

Proper safety provisions, in accordance with MIOSHA rules and regulations, shall be always adhered to by the Contractor for the protection of all persons and property. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work being performed under this Contract. The Contractor shall designate a responsible member of the Contractor's organization at the Project Site whose duties shall include the prevention of accidents. This person shall be the site superintendent unless otherwise designated by the Contractor and approved by the Owner.

19. INSURANCE: The Contractor shall, procure and maintain at his expense the following insurance during the Contract Time and through completion of the guarantee:
 - (1) Workers Compensation and Employers Liability Insurance for all employees employed in connection with the work.
 - (2) Automobile Liability Insurance.
 - (3) Contractor's Public Liability Insurance.
 - (4) Insurance that shall indemnify the Owner, Wolverine Engineers and Surveyors, Inc., and Landscape Architects and Planners, Inc. as stated below. (Owner's Protective Liability Policy)
 - (5) All Risk type Builder's Risk Insurance.

The limits of liability to be provided in each liability insurance policy shall not be less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, not less than \$2,000,000 for any one accident involving two or more persons; and property damage liability insurance shall not be less than \$1,000,000, for any one accident and not less than \$2,000,000 aggregate.

Automobile Liability Insurance shall provide property damage and public liability insurance of not less than \$1,000,000 combined single limit each covering all motor vehicles which are used in connection with the Work in any way or place whatsoever.

Should all or any part of the Contract be sublet, Contractor shall, in addition to the foregoing insurance, maintain Contractor's Protective Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, not less than \$2,000,000 for any one accident involving two or more persons.

The Contractor shall procure and shall maintain during the life of this Contract, insurance naming the Owner, Wolverine Engineers and Surveyors, Inc., and Landscape Architects and Planners, Inc., as additional named insured and provide the Owner with a Certificate of insurance that shall then and thereafter indemnify, protect and hold harmless the Owner and Landscape Architects and Planners, Inc., its officers, employees, servants and agents against any and all claims for loss, injury, liability or damage of any kind whatsoever including injury, death or damage to property and claims of liens or other claims of workmen or material men, howsoever caused, resulting directly or indirectly from the performance of this Contract or arising out of or in connection with or arising out of the acts or omissions of Contractor, contractor's officers, employees, servants or agents howsoever caused, while said Contractor, subcontractor or its respective officers, employees, servants or agents are doing any act whatsoever directly or indirectly connected with this Contract.

The Contractor shall secure "All Risk type Builder's Risk" insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, vandalism, wind, collapse, riot, and smoke during the Contract Time and until the Work is accepted by the Owner. The policy shall name as the insured the Contractor, the Project Manager, and the Owner.

Each certificate of insurance provided shall contain a statement that the Owner shall be given Written Notice not less than thirty (30) days prior to cancellation, termination, or other material change to said policy or policies of insurance.

The insurance shall comply with all State of Michigan requirements as applicable.

Prior to the start of Work, the Contractor shall furnish the Owner with a certificate or certificates of insurance as required which shall serve as written evidence of a contract or contracts of insurance with a reliable company or companies authorized to do business in the State of Michigan.

20. BONDS (CONTRACT SECURITY): The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in acceptable form in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the

work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Michigan. The Contractor shall bear the expense of these Bonds. If at any time a Surety of any such Bond is declared bankrupt or loses its right to do business in the State of Michigan, the Contractor shall, within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable Bond to the Owner. Bonds are to remain in full force and effect through the guarantee period.

21. CHANGES AND CHANGE ORDERS: The Owner 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 change, additions or deductions are made, the general character of the Work as a whole is not changed. Contractor shall make changes in the Work only as authorized in writing by the Owner. This does not preclude the Landscape Architect/Engineer from authorizing minor changes to the Work without Written Notification. The Landscape Architect/Engineer will have authority to order minor changes in the Work not involving adjustment in the Contract Price or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by a Field Order (or Change Directive) and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. Adjustments in the Contract Price for the value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
- a. Unit prices previously approved.
 - b. An agreed lump sum
 - c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the Work to cover the cost of general overhead and profit.

Any claim for extension of Contract Time for completion shall be addressed at the time of ordering the change, addition, or deduction.

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.

It is understood and agreed that in case any deviation from the original contracted 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 Contract Price may be increased, and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Price or the Contract Time.

22. INSPECTION & TESTING: Contractor shall always permit and facilitate inspection and testing of the Work by the Owner, or his representative. The Landscape Architect/Engineer may appoint on the job inspectors

to monitor the progress of the Work. The Inspector may call to the attention of the Contractor any failure to follow the Plans and Specifications that may be observed. The Inspector shall have the authority to reject materials or to suspend the Work until questions on the performance of the Work can be referred to and decided by the Landscape Architect/Engineer. The Inspector shall not direct the Contractor's Work or workmen, nor supervise the Contractor's operation. The Inspector, upon solicitation from the Contractor, may offer suggestions to the Contractor regarding his construction. However, 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.

All materials and equipment used in the construction of the Project shall be subject to adequate testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Owner shall provide all inspection and testing services not required by the Contract Documents.

The Contractor shall provide at his expense the testing and inspecting services required by the Contract Documents.

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public agency having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Landscape Architect/Engineer timely notice of readiness. The Contractor shall then furnish the Landscape Architect/Engineer the required certificates or inspection, testing, or approval.

If any Work is covered prior to a required inspection or approval of the Landscape Architect/Engineer, then the Work must be uncovered by the Contractor upon request by the Landscape Architect/Engineer to permit the Work to be inspected by the Landscape Architect/Engineer and then replaced after the Work is inspected and approved at the Contractor's expense.

If the Landscape Architect/Engineer considers it is necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Landscape Architect/Engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Landscape Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction, and an appropriate Change Order shall be issued. The Contractor will provide the Landscape Architect/Engineer with detailed documentation of labor (time), materials, overhead and profit for all work performed in conjunction with the correction(s).

23. SUSPENSION OF WORK, TERMINATION, and DELAY: The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days, or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Landscape Architect/Engineer, which notice shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. (The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.)

If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of his

creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, or to equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work, or if he disregards the authority of the Landscape Architect/Engineer, or if he otherwise violates any provision of the Contract Documents; then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Landscape Architect/Engineer and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor and the Landscape Architect/Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case, the Contractor shall be paid for all Work performed up to the date of such abandonment.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Landscape Architect/Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Landscape Architect/Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from the delivery of a Written Notice to the Owner and the Landscape Architect/Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Landscape Architect/Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days Written Notice to the Owner and the Landscape Architect/Engineer, stop the work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both, to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Landscape Architect/Engineer to act within the time specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, may be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Landscape Architect/Engineer.

24. TIME FOR COMPLETION AND LIQUIDATED DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the Contractor has promptly given Written Notice of such delay to the Landscape Architect/Engineer. The Landscape Architect/Engineer shall concur or reject such request for delay within forty-eight (48) hours in writing (business days, M-F).

To any preference, priority, or allocation order duly issued by the Owner.

To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

To any delays of Subcontractors occasioned by any preference, priority, or allocation order duly issued by the Owner.

To unforeseeable causes beyond the control and without the fault or negligence of the Subcontractor, including but not restricted to acts of God or of the public enemy, acts of the Owner, acts of another subcontractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

25. TERMINATION FOR BREACH: The Owner may terminate this Contract when violations are not stopped immediately and corrected within a reasonable length of time after Notification by the Owner. In the event of such termination, the Owner may complete the contracted work and the Contractor will be liable for any excess cost occasioned the Owner thereby and in such case the Owner may take possession of and utilize in completing the Work such materials and equipment as may be on the Project Site and necessary, therefore.
26. OWNER'S RIGHT TO COMPLETE: It is understood and agreed that at any time the Contractor shall abandon the Work or become habitually negligent of his obligations under this Contract or fail to prosecute the Work with reasonable regularity so that the final completion date is not delayed, or if the provisions of this Contract are willfully and repeatedly violated, or with due notice permanent or temporary repairs are not made; the Owner may notify the Contractor in writing to discontinue all or any part of the Work under this

Contract and the Owner shall have the right to complete the Work in part or whole, or make permanent or temporary repairs by Contract or otherwise as it may elect and take possession of any and all materials, tools and equipment found on the job and may reimburse itself for the actual cost and expense of such Work by deducting said actual cost from funds due the Contractor.

27. PAYMENT: The Owner shall pay the Contractor the prices bid in the proposal, less deductions for uncompleted Work, based upon measurements made by the Landscape Architect/Engineer or as otherwise stipulated herein. The quantity measurements shall be final and conclusive. Unless otherwise specified, no allowance will be made for materials furnished which are not incorporated in the finished Work. On a monthly basis, the Contractor shall submit a written itemized payment request to the Owner, or his authorized representative for Work completed during the previous month unless the parties agree to a different payment schedule. When requested by the Owner, the Contractor shall submit sworn statements and waivers of liens, receipts or other vouchers showing payments made to his/her materials and labor Suppliers, including payments to Subcontractors, for those monthly periods that the Contractor has been paid. If monthly payments are used as the basis for payment for payment, then progress estimates will be made on or about the fifteenth (15th) of each month. To ensure proper performance by the Contractor and to assure payment to Subcontractors and material Suppliers, the Owner will retain ten (10%) percent of the dollar value of the Work completed until the Contract is fifty percent (50 %) complete. After the Contract is 50 % complete the retainage shall be reduced to 5% unless the Owner determines that the Contractor is not making satisfactory progress or for other specific cause related to the Contractor's performance under the Contract. At the time of Final Payment, all retainage shall be released to the Contractor. No partial payment shall be considered as acceptance of all, or part of the Work completed.

In addition the Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate for progress payment to such extent as may be necessary to protect itself 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 can be completed for the balance then unpaid, (e) damage of any other contractor. When these conditions are satisfied, payment shall be made for amounts withheld because of them.

28. WALK THROUGH/PUNCH LISTS: The Landscape Architect/Engineer will do two project inspections; one will be done when requested by the Contractor at Substantial Completion (See Section 29 of General Conditions), and one when Contractor requests Final Inspection (See Section 32 of General Conditions).

If the Contractor does not have everything completed at Final Inspection in accordance with the Contract Documents and another walk through or inspection is required, the Contractor will be charged time and material for extra expenses incurred by the Landscape Architect/Engineer.

29. SUBSTANTIAL COMPLETION: Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Landscape Architect/Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all

Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Landscape Architect/Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The Landscape Architect/Engineer then will prepare a "Punch List" of all items which are incomplete and items which are not in accordance with the Contract Documents, whether or not the items are on the Contractor's list. The Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct all such items on the Punch List. The Contractor shall then submit a request for another inspection by the Landscape Architect/Engineer to determine Substantial Completion after he has addressed the items on the Punch List.

When the Work or designated portion thereof is substantially complete, the Landscape Architect/Engineer will prepare a "Certificate of Substantial Completion" which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

30. PARTIAL OCCUPANCY OR USE: The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Landscape Architect/Engineer. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Landscape Architect/Engineer.

Immediately prior to such partial occupancy or use, the Owner, Contractor, and Landscape Architect/Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

31. GUARANTEE: The Contractor shall furnish the Owner with a written guarantee to correct any defects due to faulty materials or workmanship which appear in the Work within one year from the date of final acceptance by the Owner. This is in addition to other written guarantees to be provided to the Owner

which may be required elsewhere in the Specifications.

32. FINAL INSPECTION, ACCEPTANCE AND PAYMENT: The Contractor shall give Written Notice to Landscape Architect/Engineers & Planners, Inc. when Work is complete and ready for final inspection and furnish; (1) the required guarantee(s); (2) satisfactory evidence including a sworn statement and absolute final waiver of lien and final waiver of liens from all Subcontractors and Suppliers that all payrolls, material bills and all other indebtedness connected with the Work have been paid or secured; (3) application for final payment; and (4) approval from the Surety. The Owner will promptly make a final inspection and when it is determined the Work is acceptable and all conditions of the Contract Documents have been satisfied, he will issue a final Certificate for Payment, the date of which shall be the date of final acceptance.
33. NO WAIVER OF CONTRACT: Neither the acceptance of the whole or any part of the Work by the Owner, nor any order, measurements, or certificate by the Landscape Architect/Engineer, nor any other order by the Owner for payment of money, nor any payment for the whole or any part of the Work by the Owner, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver for any portion of the Contract or any power therein reserved by the Owner, or any right to damages therein provided.
34. FAIR EMPLOYMENT PRACTICES ACT: The contractor and any subcontractors are not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, 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 this covenant shall constitute a material breach of this Contract.
35. SANITARY FACILITIES: The Contractor shall provide and maintain in a neat and sanitary condition, accommodations for the Contractor's employees and the Owner necessary to comply with the requirements and regulations of the Federal, State and local health authorities, and shall take the precautions necessary to avoid creating unsanitary conditions. Temporary sanitary facilities shall be removed from the Project Site by the Contractor before the acceptance of the Work. The construction, maintenance and removal of all temporary sanitary facilities shall be by the Contractor at the Contractor's expense.
36. 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 and may be stated elsewhere herein, are approximate and only for the purpose of comparing bids on a uniform basis the bids offered for the Work under this Contract; neither the Owner, its Architects or its agents, are to be held responsible should any of the said estimated quantities be found to be at variance with what was actually performed during the construction of the Work. The Contractor agrees that it shall make no claim for anticipated profit, nor for loss of profit, or for any additional compensation of any type, or for reimbursement of any cost or expense of any type, because of the difference between the quantities and/or various classes of Work done or materials actually delivered, based upon the estimated quantities as set forth in the Bid Forms and/or Contract.
37. TAXES: The Contractor shall pay all income, sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or scheduled to go into effect during the contract period.

CONTRACTOR'S GUIDE
RAYNER PARK COMMUNITY BUILD PLAYGROUND

Introduction:

The Bidder is aware that this is a "Performance Based Selection Process", and the budget is a set amount for all bidders. The budget for the work is set at \$422,000. The project will be judged based upon the bidder's ability to provide a playground design that meets or exceeds the performance standards indicated within the bid package. This is a "competitive design process" and the award of the contract will be based upon a Playground Review Committee's evaluation, the Consultant's review, and ultimately by the City Council for the City of Mason based upon their view of what is in the City's best interests. The City Council decision will be final.

The bidder accepts these terms and conditions of their own free will and agrees to accept the outcome of the evaluation process. The bidder agrees to hold harmless the Playground Review Committee, the Consultants, and the City.

Please provide 10 playground catalogs of what you think would be of interest for the Playground Review Committee to see. We have provided a virtual catalogue link to them as well, but if you have specific information, please feel free to include that in your literature. Catalogs and product information should be sent to the City of Mason, 201 W Ash St., Mason, MI 48854, as soon as possible so the Playground Review Committee and Administrators can review your product line.

DUE DATE FOR PROPOSAL: Wednesday, January 31, 2024, at 9:00 AM

Please submit a signed proposal form and bid bonds to City Hall.

- 1) Bid Package: The Bidder must follow the prescribed method for bidding this project in the attached bid package. The bid package needs to be filled out completely with unit prices, bid bond, and sealed construction drawings, and delivered to the City on **January 31, 2024**. The dollar amount should total \$422,000. The dollar amount will not be a factor in determining the award. The bidder's presentation will be the significant factor for award.
- 2) Design Requirements: The design will be evaluated on the following Guidelines and Standards:
 - a) Sustainable Design Commitments: Recycled plastic benches and picnic tables; Recycled plastic roofs and safety barriers throughout play structures.
 - b) Universal Access Design Commitments: Pathways 6'+ wide with slopes less than 5% and cross slopes less than 2%; All benches with companion seating and at least 50% with single handrail on one end; At least 50% of picnic tables to be accessible on concrete pad with more than one wheelchair pull-up space seating option; 2 additional van parking spaces to exceed minimum in addition to 2 existing ADA spaces in lot of 4 spaces total.
 - c) U.S. Consumers Product Safety Commission, "Public Playground Safety Handbook", Pub, 325
 - d) The **Americans with Disabilities Act of 1990 (ADA)** ([42 U.S.C. § 12101](#)) a civil rights law that prohibits discrimination based on disability. It affords similar protections against discrimination to Americans with disabilities as the Civil Rights Act of 1964,^[1] and as amended in 2008.
 - e) American Society Testing and Materials (ASTM). The American Society for Testing and Materials (ASTM) is an internationally recognized body that develops and delivers voluntary consensus standards designed to improve product quality, make products safer, improve international standardization and therefore facilitate trade.
- 3) Certifications: The bidder must be certified to participate in this process by the following:
 - a) International Play Equipment Manufacturers Association (IPEMA) Certification. The Bidder must demonstrate the company is IPEMA certified and be in good standing.

- b) The Bidder must indicate that they have staff that are certified through the National Recreation and Parks Association (NRPA), or other comparable sanctioning organization, and has a Certified Playground Safety Inspector (CPSI) assigned to this project, and how many current employees are certified. Bidder should also demonstrate familiarity with the Consumer Product Safety Commission's (CPSC) "Public Playground Safety Handbook".
 - c) Other certifications should be presented relative to the scope of work such as sub-contractor certifications and/or licenses.
- 4) No Communication Allowed: Bidders will not seek to communicate with any person, or staff member, from the City of Mason, other than what is stated in the bid package, including this Guide. If it is reported that Bidder has contacted the Playground Review Committee and/or the City Council before the Presentations and a final decision is made, it could be reason for disqualification.
 - 5) Playground Design Factors: Design factors that will influence the bid selection are included below. These statements are meant to provide the Playground Review Committee with a basis to judge the playground design, and value of the equipment and design represented. The community loved the existing wood structure, with the towers and bridges that you could walk under or cross over. The intimate spaces were also relished and wanted to be preserved. The City prefers to update with more durable materials and if possible capture some of those design features, even if it were one or two items that paid tribute by symbolizing the principles of the design. The mix between Poured in Place, tiles, or other synthetic surfacing related to Wood Engineered Fiber is another consideration. The Bidder will be responsible for providing these two types of surfacing to not only meet ADA but to also provide access for able bodied children that makes it interesting and practical. The entry area (including the sign, archway, and retaining walls) can be altered by the bidder if they see a way to integrate it with the playground more effectively as a voluntary alternate. However, the bidder must also bid the plan as described in the bid package. All changes must remain within the project's budget.
 - 6) Wish List: The Playground Review Committee has provided a list of equipment that they found appealing. These items are not required, but their functions should be considered.
 - 7) Presentation to Playground Review Committee: Each bidder will be given a presentation time following the bid opening.
 - a) Time Allotment: The Bidder will be given time to make a presentation to the Playground Committee and administrative personnel. There will be a questions and discussion period following the presentation. Should the Playground Committee have additional questions, you will be contacted in writing to provide answers, and/or meet in person as a group if necessary.
 - b) Presentations will take place in the City's Sycamore Room at 201 W Ash St., Mason, MI 48854, on **February 7, 2024**.
 - c) Presentation Materials: The required materials that must be included are:
 - i) Two or more presentation display boards at a minimum size of 24" x 36"
 - ii) A Narrative describing the attributes of your design (5,000 words max).
 - iii) You may offer other presentation materials if you choose, including an electronic presentation (a computer with monitor will be available) leave behind materials are also allowed, etc. If you have other items, please let us know ahead of time so we can make preparations if necessary.
 - 8) Presentation to City Council: Top recommended bidders will be given a presentation time at a regular City Council meeting.
 - a) Time Allotment: The Bidder will be given five minutes to present to the City Council and additional time to respond to questions.
 - b) Presentations will take place in the City's Sycamore Room at 201 W Ash St., Mason, MI 48854, on MONTH DATE, 2023.
Presentation Materials should be provided by Wednesday prior to the City Council to be included in the packet.

The following is a compilation of information that the Playground Review Committee will be given in advance of your presentation. This is meant for some of its members to learn more about playground design,

development, and maintenance. You will see that there are some natural questions that will evolve from this discussion that the Consultant will have with the Playground Review Committee, so you can be better prepared to respond to their questions.

Child development is a vast subject and is continuously being researched by universities and other institutions. There are some fundamental areas that you should look for in the playground design that touch on the following:

Physical and Motor Skill Development: This includes appropriate progression for the physical challenges of the child's motor skills. Not only is it important to see the progression, it is also important to identify an assortment of physical challenges that are inviting. Duplication is acceptable to a certain extent.

Emotional and Egocentricity Development: How does a child develop emotionally? This is an interesting challenge which usually is based upon having enough play variety for children to experience and become successful at younger and older ages. Once a child succeeds at a play event, they tend to gain confidence, and after a while look toward the next challenge. Include events that are age appropriate and reward the child at progressive stages of development.

Social and Relationship Development is promoting the means for children to engage with one another. The early child does not recognize the need to engage or cannot recognize the viewpoint from another person's perspective, but as they age there should be events that encourage more social interaction. Many of these items are stationary play events, and/or passive areas, or involve small group participation. Include these types of events within the play areas.

Cognitive and Intellectual Development evolves through different stages and allows the child to explore spatial experiences, the awareness of others, logical progression, sizes, time, velocity, and the logic of cause and effect. Include events that are age appropriate and aid in cognitive and intellectual development.

Children with disabilities are different than able bodied individuals due to a deficiency(s). Include an appropriate number of play events that allow for children with disabilities such as physical, visual, cognitive, emotional, and/or hearing impairments to participate.

Age Appropriateness: Playgrounds are recommended to be separated into two age-appropriate groups (2-5 and 5-12). Include these two areas in the design.

Surfacing: Playgrounds are also recommended to have soft-landing surfaces such as: wood fiber, synthetic surfacing, rubber, pea stone, or sand. The City prefers the base bid be based upon a mix of "poured-in-place" surfacing and "Engineered Wood Fiber". You need to express a surface ratio (square foot of each) of the two surfaces. If a third surface is introduced, please clarify what that is and how it is intended to be used.

Flow: Playgrounds should have a "flow" or "loop" to allow Children to complete a circuit of 2-4 play events. Indicate where loop play circuits are located on the playground design.

Aesthetic: The playground should be visually appealing and allow children to use their imagination while they are playing on the equipment. Please indicate the color choices for the playground design and demonstrate how the design provides this.

Active/Passive: Playgrounds should have an active component and a passive component. Please indicate where active and passive areas are located within the playground design.

Risk/Reward: The playground also needs to challenge the child at various stages of development but not overwhelm them depending upon age, hence the grouping of 2-5 and 5-12 age appropriateness. Indicate what types of "risk-rewards" are built into the playground.

The Playground Review Committee wanted the following items considered in the design:

MDNR Trust Fund Grant: The Consultant has provided a drawing showing the sidewalks that connect the ADA parking area to the primary entry to the playground. This is to be included in the bid price. These items are part of a MDNR Trust Fund Grant funding this play area and must be included in the design. The list of the grant items are as follows:

Play equipment

Playground safety surfacing
6' Minimum access pathway to two (2) ADA parking space
(2) Paved parking spots (ADA)
4 Bike Racks
3 Benches
2 Picnic Tables
2 Trash Bins
2 Recycle Bins
1 Interpretive Panel
1 Rain Garden with Native Plants

As stated above the following 2 items MUST be considered when designing the playground and amenities:

- a. Sustainable Design Commitments: Recycled plastic benches and picnic tables; recycled plastic roofs and safety barriers throughout play structures.
- b. Universal Access Design Commitments: Pathways 6'+ wide with slopes less than 5% and cross slopes less than 2%; All benches with companion seating and at least 50% with single handrail on one end; At least 50% of picnic tables to be accessible on concrete pad with more than one wheelchair pull-up space seating option; 2 additional van parking spaces to exceed minimum in addition to 2 existing ADA spaces in lot of 4 spaces total.

Should the Bidder have any questions, please provide those in writing to Bob Ford, Landscape Architects & Planners, 809 Center Street, Suite 1, Lansing, MI 48906 or email me using at info@lapinc.net.