

**PROPOSAL AND SPECIFICATION
FOR
PICKLE BALL COURT CONSTRUCTION 2017
AT FOP PARK
IN THE CITY OF WYANDOTTE**

City of Wyandotte
Engineering Department

Mark A. Kowalewski
City Engineer

AUGUST 2017

PROPOSAL FOR PICKLE BALL COURT CONSTRUCTION 2017 IN THE CITY OF WYANDOTTE

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INSTRUCTION TO BIDDERS

The City of Wyandotte will receive sealed bids at Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, Michigan for “PICKLE BALL COURT CONSTRUCTION 2017, WYANDOTTE, MICHIGAN” at 2:00 p.m., Local Standard Time, September 25, 2017, at which time said bids will be publicly opened and read aloud.

Plans and Specifications, with blank proposal, contract and bond forms are only available from the Michigan Inter-governmental Trade Network (MITN) website at www.mitn.info.

All quantities are the responsibility of the Bidder. Bids shall state the price for all items as specified, which price shall be in full for all labor, material and equipment for the complete execution of the work. Proposals may not be honored unless made on the forms furnished for this purpose and with all blanks properly filled out. All prices must be written in words and numerals. The contract shall be let in its entirety only. The City reserves the right to reject any or all bids and also to waive any formal defect in bids when deemed for the best interest of the City.

The bidder must accompany his bid with a certified or cashier’s check or bidder’s bond, payable to the City of Wyandotte for the sum of not less than five percent (5%) of the amount bid. If the bidder does not submit said certified check, cashier’s check or bidder’s bond, then the City will not consider the bid. In the event the successful bidder fails or neglects to enter into contract with the City, and furnish the necessary bonds, all within twenty (20) days of the date of the award, the certified or cashier’s check or bidder’s bond shall be forfeited to the City of Wyandotte as liquidated damages.

All proposals with certified check, cashier’s check or bidder’s bond shall be delivered to the City Clerk at the Wyandotte City Hall, 3200 Biddle Avenue, Suite 100, Wyandotte, Michigan, on or before 2:00 p.m., Local Standard Time, September 25, 2017, and the sealed envelope shall be titled “FILE # 4710 – PICKLE BALL COURT CONSTRUCTION 2017, WYANDOTTE, MICHIGAN.”

All questions or concerns shall be directed to Claude Marcoux, City of Wyandotte Engineering and Building Department, **via email** at:

cmarcoux@wyan.org

PROPOSAL FOR PICKLE BALL COURT CONSTRUCTION 2017 IN THE CITY OF WYANDOTTE

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_____, 2017

The Honorable Mayor and City Council
City Hall
Wyandotte, Michigan

Dear Mayor and City Council:

The undersigned has made himself familiar with the PICKLE BALL COURT CONSTRUCTION 2017 specifications by examination of the locations, specifications, bonds, and contract, all of which he understands and accepts as being sufficient for the purpose. The undersigned proposes to contract with the City of Wyandotte for the furnishing of all labor and materials as specified and will accept in payment thereof the following sums, it being further understood that the quantities are approximate, the totals will be used for comparison of bids only and the payments will be based on unit prices given in the proposal and the actual work performed.

If this proposal is accepted, the undersigned further agrees to furnish the bonds and evidence of insurance and enter into contract with the City of Wyandotte within twenty (20) days after date of acceptance, and shall perform all work as set forth in the schedule below, unless shortage of material or other causes beyond the Contractor's control prohibit him from doing so.

Construction shall commence on a date agreed upon by the Contractor and Engineer, tentatively scheduled for April 16, 2018. The project shall be completed by June 22, 2018.

21 A Road base 200 (Tons)

@ _____ Dollars (\$_____) / Ton \$ _____

HMA Wearing Surface 13A @ 2" compacted (70 Tons)

@ _____ Dollars (\$_____) / Ton \$ _____

HMA Wearing Surface 36A @ 1" compacted (35 Tons)

@ _____ Dollars (\$_____) / Ton \$ _____

Painting of Courts & Installation of Nets (2 courts)

@ _____ Dollars (\$_____) /LS \$ _____

12 inch by 16 inch concrete perimeter edging 292 linear feet with 4 # 4 rebar's evenly spaced

@ _____ Dollars (\$_____) /LF \$ _____

Install 290 linear feet of four feet high black vinyl 9 gauge fencing with top and bottom horizontal rail with posts and 12 inch by 42 inch deep concrete footing.

@ _____ Dollars (\$_____) /LF \$ _____

Install 354 linear feet of 4 inch drain tile with pea gravel as per specifications

@ _____ Dollars (\$_____) /LF \$ _____

Install 745 SF 4 inch concrete sidewalk

@ _____ Dollars (\$_____) /SF \$ _____

30 SF 4 inch concrete ramp with curb cut

@ _____ Dollars (\$_____) /SF \$ _____

TOTAL \$ _____

PROPOSAL FOR PICKLE BALL COURT CONSTRUCTION 2017 IN THE CITY OF WYANDOTTE

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Addenda

If any addenda are issued for this job, bidder shall note receipt in column below and include each addendum with the proposal.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Received By</u>
_____	_____	_____
_____	_____	_____

CONTRACTOR: _____

SIGNED: _____

PRINTED NAME: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

CONTRACT

ARTICLES OF AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the CITY OF WYANDOTTE, party of the first part, and

_____ of the City of _____ County of _____ and State of _____, party of the second part, to-wit:

1. That all proposals, specifications, plans, bonds, etc., hereto attached or herein referred to, shall be and are hereby made a part of this agreement and contract.
2. That the party of the second part, under penalty of bond attached, shall furnish all labor, materials and appliances necessary, and do all the work as set forth in the proposal for the

_____ according to the specifications, plans, etc., which have been made a part of this contract, in a manner, time and place, all and singular, as therein set forth.

IN CONSIDERATION WHEREOF, said party of the first part, for it and its successors, promises and agrees to pay to said party of the second part, the sum provided in the attached proposal,

_____ according to the specifications, etc., all in the time and manner therein provided.

For the faithful performance of all and singular of the stipulations, terms and conditions of this agreement, said parties respectfully bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

CITY OF WYANDOTTE,
Party of the first part

BY _____
Mayor

City Clerk

WITNESS:

Party of the second part

BY _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____

_____ a (2) _____

hereinafter called "Principal" and (3) _____

of _____, State of _____

hereinafter called the "Surety", are held and firmly bound unto (4) _____

_____ of

_____ hereinafter called "Owner", in the penal sum of

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor, or both, in the prosecution of the work provided for in such contract, or used or reasonably required for use in the performance of such contract, and any authorized extension or modification thereof, including, but not limited to, all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, water, gas, power, light, heat, telephone service or rental equipment directly applicable to the contract, or consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

Principal

ATTEST:

(Principal) Secretary

(SEAL)

BY _____(S)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

(Surety) (Secretary)
(Attorney-in-Fact)

(SEAL)

BY _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner (City of Wyandotte, a Michigan Municipal Corporation OR Wyandotte Building Authority, a Public Corporation)
- (5) If Contractor is Partnership, all partners should execute bond

NOTE: Bond shall be executed by a surety company authorized to do business in the Sate of Michigan.

Bond shall be filed in the office of the government unit awarding the contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____

_____ a (2) _____

hereinafter called "Principal" and (3) _____

of _____, State of _____

hereinafter called the "Surety", are held and firmly bound unto (4) _____

_____ of

_____ hereinafter called "Owner", in the penal sum of

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions and agreements of said contract in accordance with the plans, specifications and terms thereof during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
counterparts, each one of which shall be deemed an original, this the _____ day of
_____, 20_____.

Principal

ATTEST:

(Principal) Secretary

(SEAL)

BY _____(S)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

(Surety) (Secretary)
(Attorney-in-Fact)

(SEAL)

BY _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner (City of Wyandotte, a Michigan Municipal Corporation OR Wyandotte Building Authority, a Public Corporation)
- (5) If Contractor is Partnership, all partners should execute bond

NOTE: Bond shall be executed by a surety company authorized to do business in the Sate of Michigan.

Bond shall be filed in the office of the government unit awarding the contract.

GENERAL CONDITIONS

SECTION 1.01 DEFINITION OF TERMS

1.01.01 Abbreviations

Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials.
ACI	American Concrete Institute.
AGC	Associated General Contractors of America, Inc.
ANSI	American National Standards Institute.
ASME	American Society of Mechanical Engineers.
ASTM	American Society for Testing Materials.
AWS	American Welding Society.
AWWA	American Water Works Association.
CRSI	Concrete Reinforcing Steel Institute.
FS	Federal Specifications.
MDOT	Michigan Department of Transportation.
MiOSHA	Michigan Occupational Safety and Health Administration.
MMUTCD	Michigan Manual of Uniform Traffic Control Devices (Current Edition).
NCPI	National Clay Pipe Institute.
NEMA	National Electrical Manufacturers Association.
OSHA	Occupational Safety and Health Administration.
PCI	Prestressed Concrete Institute.
SAE	Society of Automotive Engineers.
SSPC	Steel Structures Painting Council.

1.01.02 Definitions

Contract and Included Documents: The written agreement covering performance of the work, as provided in the specifications. The Contract shall include the proposal performance bond, payment bond, all general conditions or special provisions pertaining to the work or materials therefore, all supplemental agreements entered into, all general and detail plans, and shall be in force until the work is completed or the Contract terminated, it being mutually understood and agreed that when taken together the plans and specifications shall be cooperative and shall describe and provide for a complete piece of work. In the event that any provision to this agreement is deemed invalid, the remainder of this agreement shall not be affected thereby.

City: The City of Wyandotte, Michigan, or its authorized representatives as the party of the first part of this contract.

Contractor: The individual, partnership, or corporation or a combination of any or all jointly, undertaking the execution of the work under the terms of the contract and acting directly or through agents or employees, as the party of the second part of this contract.

Engineer: The City Engineer of the City of Wyandotte, Michigan.

1.01.02 Definitions Con't

Inspector: A designated representative of the Engineer assigned to make any or all necessary inspections of the work performed and materials furnished by the Contractor.

Plans: Approved drawings or reproductions of drawings pertaining to the construction or details of the work included in the contract and forming a part thereof.

Special Provisions: The specific clauses setting forth conditions or requirements peculiar to the project under consideration, covering work and materials involved in the proposal. An addendum is a special provision.

Specifications: The General Conditions, Special Provisions, and all written or printed instructions pertaining to the method and manner of performing the work, or to the quantities, or the qualities of the materials to be furnished under the contract.

Subcontract: An agreement between the Contractor and any party or parties to execute a part of the contract work.

Subcontractor: The individual, partnership, or corporation who, by terms of an agreement with the Contractor, undertakes the execution of any part of the work.

Work: The term "work" shall mean all labor, materials, equipment, transportation, or other facilities necessary to be performed or furnished, by or on the part of the Contractor, to complete the contract.

Working Day: Any day when, as determined by the Engineer, it is possible for the Contractor to effectively carry out work on the controlling operation.

Wyandotte Based Business: A business that has its offices or business, or substantial portion of its equipment physically located in the City of Wyandotte and which pays real property taxes and/or personal property taxes in the City of Wyandotte.

SECTION 1.02
PROPOSAL REQUIREMENTS AND CONDITIONS

1.02.01 Preparation of Proposal

The proposal shall be legibly prepared, with ink, printed or typewritten, on the form provided by the City. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given.

Where a lump sum bid is called for, it shall be entered only in the "Amounts" column of the itemized bid sheet. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it and initialed by the Bidder with ink. The proposals received will be compared on the basis of the summation of the lump sum amounts bid, and the products of the quantities of items listed at the unit prices bid. In case of discrepancy between the total shown in the proposal and the unit prices, the unit prices as stated in the proposal shall govern; and any errors found in said products, and in the addition, will be corrected.

The proposal must be properly signed in ink and the address of the Bidder given.

1.02.02 Estimated Quantities

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

1.02.03 Examination of Plans, Specifications and Site of Work

Bidders shall carefully examine the proposal forms, plans and specifications and shall inspect the site of the proposed work in order to satisfy themselves, by examination, as to all local conditions affecting the contract and as to the detailed construction requirements. The submission of a bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, general conditions, special conditions, and contract.

Where data respecting existing conditions is provided or mentioned in the Contract Documents, such data is provided for the convenience of the Bidder and not as a guarantee of conditions. The Bidder shall satisfy himself as to the sufficiency and correctness of such data, and shall make all investigations necessary so that his bid shall be based upon his own knowledge and estimation of conditions to be met.

1.02.03 Examination of Plans, Specifications and Site of Work Con't

The location of all public or private utilities as shown on the plans is taken from the best available data. The City of Wyandotte will not be responsible for any omissions or for variations from the locations shown. The Contractor shall contact all utility owners regarding the location of their facilities, including service connections, prior to starting the work. Utility service connections are not shown on the plans and are not the responsibility of the City.

Any damage to utilities caused by the Contractors operations shall be the sole responsibility of the Contractor.

The Contractor shall make his own determination as to soil conditions and shall assume all risk and responsibility with respect thereto and shall complete the work in whatever manner and under whatever conditions he may encounter or create, without extra cost to the Owner.

1.02.04 Laws and Regulations

The Contractor shall keep himself duly informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times himself observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the party of the first part and its officers and agents against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by himself or his employee.

1.02.05 Rejection of Proposals

Proposals may be rejected if they show any alterations (except as provided for in Section 1.02.01), additions or conditions not called for, conditional or alternate bids unless called for, or incomplete bids. Proposals in which the unit prices are obviously unbalanced may also be rejected.

SECTION 1.03
AWARD AND EXECUTION OF THE CONTRACT

1.03.01 Consideration of Proposals

The City reserves the right to reject any and all bids, the right to waive any formal defect or technicality in any proposal, and any determination of the lowest responsible bidder is based solely upon the City's exercise of its discretion when it is deemed to be for the best interests of the City.

The opening and reading of the proposal shall not be construed as an acceptance of the Bidder as a responsible Bidder. The City reserves the right to determine the responsibility of the Bidder from its knowledge of the Bidders qualifications or from other sources.

1.03.01a Equalization Factor

Any Wyandotte based firm shall be deemed a better bid than the bid of any competing firm which is not Wyandotte based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Wyandotte based firm after the appropriate equalization percentage credit has been applied to the bid of the Wyandotte based firm. The equalization percentage credit shall be that percentage or credit which the competing firm has applied for similar or equivalent bids in the city where such competing firm is located. If the competing firm has no equalization percentage credit applied to bids in the city they are located, then no credit shall be applied to the Wyandotte based bid.

1.03.01b Determining the Lowest Responsible Bidder

When sealed bids are received by the City for purchases, supplies and construction contracts, the following shall apply:

- (a) The person or business submitting the lowest responsible bid shall be deemed the lowest bidder. If, however, the lowest bidder is not a Wyandotte-based business, any Wyandotte-based business with a bid within a specified percentage (two (2%) percent) of the lowest bid that has been deemed responsive and responsible by the City may be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder within five (5) days of request by the City. (Except for bids under Paragraph 89 of Charter)
- (b) If a Wyandotte-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsible Wyandotte-based business with a bid within the established percentage of the lowest bid shall be given the opportunity to reduce its bid to match the bid of the lowest bidder. If the Wyandotte-based bidder agrees to reduce its bid to match the bid of the lowest non-Wyandotte bidder, it may be deemed the lowest bidder and awarded the contract.
- (c) If no responsive and responsible Wyandotte-based business within the established percentage of the lowest bid agrees to reduce its bid to that of the lowest bidder, then the contract shall be awarded to the person or business with the lowest responsible bid.
- (d) Except for construction contracts, no contract awarded pursuant to this Section shall be sublet in any manner that permits any of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of Wyandotte-based.

1.03.01b Determining the Lowest Responsible Bidder Con't

(e) Before any Wyandotte-based business is awarded a contract pursuant to this Section, it shall agree to make available to the City all records necessary to establish its eligibility and compliance with all City, State and local laws, including verification that said business is current in payment of all taxes and obligations due to the City and is in compliance with all Code requirements of the City and is not in violation of any City Ordinance, County ordinance and State law.

(g) This Section is designed to advance the best interest of the City of Wyandotte in its sole discretion and is not intended to provide any unsuccessful bidder with a basis for commencing litigation against the City to seek award of a contract by judicial action. The City of Wyandotte reserves the right to reject any and all bids and the right in its sole discretion to determine if a Wyandotte-based business is eligible to match the low bid.

(h) The criteria for awarding bids shall be as follows:

1. Previous work performance;
2. Reliability, skill, qualifications and integrity of bidder;
3. Bid price;
4. Cleanliness;
5. Sufficiency of equipment, fitness and responsibility or capacity to perform the work or furnish the supplies at the bid price;
6. Insurance and licenses when required by law in a form and amount satisfactory to the City;
7. References and experience of the bidder;
8. Good communication and compliance with bid requirements set forth in the specifications;
9. Wyandotte-Based Business;
10. Any other criteria of the City, in its sole discretion, feels is necessary for the particular bid.

1.03.02 Competency of the Bidder

If requested by the City, the low Bidder, in order to determine whether he is a responsible Bidder, shall be required to furnish to the City the following information sworn to under oath by him or by a proper authorized representative of the Bidder.

- a. The address of the Bidders place of business.
- b. Articles of co-partnership or incorporation or license to do business under an assumed name.
- c. Itemized list of equipment available for use on the project.
- d. A list of supervisory personnel.
- e. A certified or authorized financial statement, dated within sixty days prior to the opening of bids. The City may require that any of such statements be further verified.
- f. A list of present contracts including dollar value, percentage of completion and Owners involved.
- g. A list of recent projects including dollar value and Owners involved.

1.03.02 Competency of the Bidder Con't

- h. Such additional information as may be required that will satisfy the City that the Bidder is adequately prepared, in technical experience, or otherwise to fulfill the Contract. The Contractor shall provide the requested information to the City within fourteen days of receipt of such written request.

1.03.03 Disqualification of Bidders

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his bid or bids:

- a. Evidence of collusion among Bidders.
- b. Lack of competency as revealed by either financial, experience, or plant equipment statements submitted.
- c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship and progress.
- d. Uncompleted work under other contracts which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.

1.03.04 Award of Contract

The Contract will be awarded, or all bids rejected, by the City within thirty (30) days after the opening of proposals unless otherwise provided. The notice of the award will be mailed to the address given by the Bidder on his proposal.

1.03.05 Execution of the Contract

The Contract and bond forms will be furnished by the City. The Contract must be executed by the successful Bidder and, together with satisfactory bonds, evidence of insurance and endorsement as required, be delivered to the City within ten (10) days of the date of award.

1.03.06 Bonds Required

The successful Bidder shall furnish satisfactory performance and payment bonds executed by a surety acceptable to the City which is licensed to do business in the State of Michigan, upon forms furnished by the City, each in the amount of the following:

- 1. Performance Bond with limits of amount of contract amount.
- 2. Labor and material bond with limits of amount of contract amount.

1.03.07 Insurance Requirements

During the term of this contract, contractors shall maintain insurance in the kinds and in the amounts specified below with insurers of recognized responsibility, licensed to do business in the state (where the work is being performed) and having either an AM Best rating of "A X", Standard & Poore's Rating of "AA", or Moody's rating of "Aa2". If any work provided for or to be performed under this agreement is subcontracted, contractor shall require the consultants or subcontractor(s) to maintain and furnish the contractor with insurance equivalent to that which is required of the contractor.

In accordance with the above, the following insurance coverages and limits shall be maintained by the contractor at all times during the term of this contract, and for a minimum of 1 year after completion of the project. Such insurance will protect contractor, the owner, the engineer and the City of Wyandotte from claims demands and law suits arising out of the work described in this contract and performed by the contractor and/or subcontractor(s). The following coverages and limits are minimum requirements, but nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from their operations under this contract. The contractor shall advise all insurance companies to familiarize themselves with the conditions and provisions of this contract.

Comprehensive Commercial General Liability Insurance:

General Aggregate:	\$2,000,000
Products – Completed Operations Aggregate:	\$2,000,000
Personal Injury & Advertising Injury - Each Occurrence:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage – (Any one fire):	\$50,000
Medical Expense - (Any one person):	\$5,000

Automobile Liability Insurance Coverage

* Coverage is for all Owned, Leased, Hired and/or Non-Owned Motor Vehicles.

1. Bodily Injury and Property Damage with a
 Minimum Combined Single Limit: \$1,000,000
2. All Statutory No-Fault Coverages

Umbrella Insurance Coverage with the following minimum limits:

Each occurrence:	\$2,000,000
Aggregate:	\$2,000,000

Workers Compensation Coverage: Statutory Limit

Employers Liability Coverage:

Each Accident:	\$100,000
Disease: Policy Limit:	\$500,000
Disease: Each Employee:	\$100,000

Workers Compensation & Employers Liability Coverage to protect all employees of contractor, the managing agent, any other contractors or subcontractors, agents, servants, or invitees of contractor.

1.03.07 Insurance Requirements Con't

Employee Benefit Liability Coverage with a minimum policy limit of \$1,000,000.

Contractor shall maintain at all times during the term of this agreement all-risk property insurance in a minimum amount equal to the replacement cost of any and all equipment owned, leased or borrowed while in Contractor's or subcontractor's care, custody or control including while in transport at the direction of Contractor or subcontractor.

Contractor shall also maintain at all times, in accordance with the provision of this agreement, an all-risk builders' risk policy, including boiler and machinery including miscellaneous electrical apparatus (mea), covering all materials, equipment, machinery and supplies of any nature whatsoever, to be used in, or incidental to, the fabrication, erection, reconstruction, and completion of the project in an amount not less than 100% of the cost of the project.

All insurance policies and certificates must include an endorsement providing thirty (30) days prior written notice to the City of Wyandotte of cancellation or reduction of coverage. The Contractor shall cease all operations on the occurrence of any such cancellation or reduction and shall not resume any operations until new insurance is in force.

A certificate of said insurance covering Workman's Compensation and Employer's Liability Insurance, Bodily Injury Liability and Property Damage Liability other than Automobile, and Bodily Injury Liability Automobile and Property Damage Liability Automobile, showing thereon the policy number, policy, the aforesaid thirty (30) days notice provisions and the limits of liability are to be presented by the Contractor to the City of Wyandotte prior to the signing of this contract and it shall become a part thereof. All insurance certificates shall specifically name the City of Wyandotte, the Architect and the Architects Consultants, as an additional insured party.

Environmental Impairment Liability:(Not in Contract)

For agreements involving any work of any environmental nature such as waste disposal, battery recycling, asbestos abatement, lead, etc.

An environmental Impairment Liability policy with a per project limit of \$5,000,000 shall be maintained during the term of this agreement and for a period of three years after the work has been performed.

Professional Liability Insurance:

Professional liability insurance covering the effects of errors and omissions in the performance of professional duties with a minimum limit of \$1,000,000 each claim and aggregate (if applicable), associated with work performed under this agreement.

Contractor's insurance shall be considered primary and not excess or contributing with any other applicable insurance. ANY DEVIATIONS FROM THIS LANGUAGE SHOULD BE DISCUSSED WITH RISK MANAGEMENT AND OFFICE OF GENERAL COUNSEL OR ENVIRONMENTAL HEALTH AND SAFETY GROUP.

Contractor and all subcontractors shall comply with the terms of the Occupational Safety and Health Administration (OSHA) and all locations' and jurisdictions' safety and health regulations during the full term of this agreement.

1.03.07 Insurance Requirements Con't

Insurance - Other Requirements

Damage Claims - Acknowledgment and Reports: The Contractor shall furnish to the Owner an acknowledgment receipt from the Insurance Carrier for each damage claim against the project. The receipt shall include the Insurance Carrier's assigned claim number.

Upon request, the Contractor or his Insurance Carrier shall also furnish to the Owner a status report on all damage claims. This report shall include inspections made, the disposition of claims, and what action has been taken towards settlement of each claim.

Failure of the Contractor to comply with this section of the specifications may result in the amount of such damage claims being withheld from the Contractor's estimate. Such withholding shall be reimbursed in the monthly estimate following compliance.

1.03.08 Indemnification

The Contractor shall indemnify, hold harmless and defend the City of Wyandotte, its agents, employees, elected officers, against any and all claims, expenses (including attorney's fees) demands, payments, suits, actions, recoveries, and judgments of every name and description, brought or recovered against them or either or any of them for or on account of loss of life, any personal injury, or damages to property received or sustained by any person or persons whomsoever by reason of any act or omission of the said Contractor, his agents, servants, or subcontractors in the performance of said work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under the Contract;

and on account of liability or obligation imposed directly or indirectly upon the City of Wyandotte by reason of any law of the State of Michigan or the United States, now existing or which shall hereafter be enacted imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the date hereof, for injuries to employees or others. Said Contractor shall pay, settle, compromise, and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits, and actions made or brought against the City of Wyandotte for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, said City of Wyandotte may, in order to protect itself from liability, defend any such claim, demand, suits, or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay to the City of Wyandotte any and all such loss, damage, and expense, including attorney's fees paid, suffered, or incurred by said City of Wyandotte in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the Engineer shall or may be retained by the City until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities, and obligations have been settled and discharged and evidence to that effect furnished to said City of Wyandotte, or said City may collect the same in whole or in part in any other lawful manner from said Contractor.

1.03.08 Indemnification Con't

Contractor shall defend, hold harmless and indemnify City of Wyandotte against any and all claims, expense (including attorney's fees), loss or liability for injury to or death of any persons (including employees or agents), and loss of or damage to any property (including property owned, leased or borrowed by City of Wyandotte), incurred during the performance of work associated with and under this agreement, unless any of the above stated claims, expenses, loss, liability or obligation is caused solely by the negligence of the City of Wyandotte.

1.03.08a Waiver of Subrogation

The Contractor shall waive any rights of subrogation for bodily injury or property damage against the City of Wyandotte, its employees and agents, arising from this contract.

In the event of any payment by any insurer of the Contractor under any policy of insurance, the insurer of the Contractor shall not be subrogated to any of the Contractor's rights of recovery therefor against the City of Wyandotte, its employees and agents; and the Contractor shall neither execute nor deliver instruments and papers nor do anything whatever to secure any such rights for the insurer of the Contractor. The Contractor shall do nothing after loss to secure such rights for the benefit of the insurer against the City of Wyandotte, its employees and agents. The Contractor waives any and all rights of recovery against the City of Wyandotte, its employees and agents for insured losses occurring to any property insured by the Contractor arising from this Contract. The City of Wyandotte shall not, under any circumstances, be liable to the Contractor or any person for any personal injury or property damage occasioned by any defect or malfunction of equipment or property, or from the escape of steam or water, or for any damage or injury occasioned by water or ice being on the premises or work site or coming from any source. The Contractor shall be solely responsible for providing all services and products arising from this Contract in a safe and proper fashion.

The Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The Contractor shall furnish such watchmen, guards, fences, warning signs, lights and walkways, and shall take all other precautions as shall be necessary to prevent damage to persons or property. All structures and improvements in the vicinity of the work shall be protected by the Contractor, and if such property is damaged, injured or destroyed by the Contractor, his employees, subcontractors, or agents, it shall be restored to a condition as good as when he entered upon the work.

If the Contractor shall fail to reasonably protect the work and persons against damage, the Engineer may provide for such protection and the costs of the same shall be charged against the Contractor and deducted from the payments due him for completed work. The mention of any specific duty or liability of the Contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by the specifications.

1.03.08a Waiver of Subrogation Con't

The safety provisions of applicable laws, including but not limited to building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded (or hazards eliminated).

The duty of the Engineer to conduct construction inspections of the Contractor's performance is not intended to include review of the adequacy of the Contract's safety measures in, on or near the construction site or sites.

1.03.09 Contract Extension - (NO EXTENSION TO THIS CONTRACT)

The City of Wyandotte reserves the right to extend all provisions of this contract, including, but not limited to, the accepted unit rates as bid, to perform similar work in other areas according to these specifications for an additional period of two (2) consecutive years. This Contract extension will only be authorized when initiated by the City, approved by the Wyandotte City Council and agreed to by the Contractor. At the time of the agreement, the Contractor shall furnish updated insurance documents and bonds.

1.03.10 Subcontracting of Contract Work

The Contractor shall not subcontract any portion of the contract or of the work provided therein, except the furnishing of necessary materials, without the written consent of the City of Wyandotte through its Engineer. Such consent shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall not sell, transfer or assign any portion of the Contract without the written consent of the City and the Surety.

Approval of the subcontracting of any portion of the work will not be given unless and until it is determined that the Subcontractor is qualified to perform work of the type, magnitude, and scope proposed. The City reserves the right to require Subcontractors to provide information in accordance with Section 1.03.02. The Subcontractor shall not begin work until he has been approved by the Engineer and has had his subcontract with the Prime Contractor executed in a form acceptable to the City.

If the amount of the subcontract or the nature of the work to be performed thereunder warrants, the City may require the Subcontractor to furnish, for the benefit of the Contractor, bonds in an amount proportioned to the amount of his subcontract, and for the same purpose and under the same specifications as those of the General Contract. The Surety on the General Contract shall not be eligible to furnish subcontract bonds.

The City of Wyandotte reserves the right to remove forthwith from the job any Subcontractor or his equipment operating in violation of these requirements, and any costs or damages thereby incurred are assumed by the Contractor. It is further understood that the Contractor's responsibilities in the performance of his Contract, in case of an approved subcontracting, are the same as if he had handled the work directly.

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

1.03.11 Failure to Execute Contract

If the successful Bidder fails to deliver an executed contract or to fulfill any of the other requirements relating to the award of a contract, as herein specified, it shall be deemed just cause for the annulment of the award. In the event of such annulment of the award, the amount of the proposal guaranty shall become the property of the City of Wyandotte, not as penalty but as liquidated damages. The award may then be made to the next best qualified Bidder, or the work readvertised or processed as the City may elect.

SECTION 1.04
SCOPE OF THE WORK

1.04.01 Intent of the Plans, Specifications and Contract

The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, unless otherwise mentioned and shall perform all operations required to complete the work in accordance with the specifications and plans; but in no case will any work in excess of such requirements be paid for unless otherwise ordered in writing by the Engineer.

1.04.02 Increased or Decreased Quantities

The Engineer reserves and shall have the right under the Contract to make such changes, from time to time, in the plans and in the quantities of the work, as may be necessary or desirable to insure the completion of the work in the most satisfactory manner in accordance with the specifications.

All items of work will be paid for at the contract unit price for the quantity required to complete the work regardless of any increased or decreased quantities.

1.04.03 Physical Conditions

If this Contract exceeds \$75,000.00, and when different or unknown physical conditions are found at the work site, the following shall apply:

- a. If the Contractor discovers one or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the Contractor shall promptly notify the City Engineer or his representative of the physical condition in writing.
 - i. A subsurface or a latent physical condition at the site is differing materially from those indicated in this Contract.
 - ii. An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract.
- b. If the City Engineer or his representative receives a written notice under subdivision a. above, the City Engineer or his representative shall promptly investigate the physical condition.
- c. If the City Engineer or his representative determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the Contract, the City Engineer's or his representative's determination shall be made in writing and equitable adjustment shall be made and the Contract modified in writing accordingly.
- d. The Contractor cannot make a claim for additional costs or time because of a physical condition unless the Contractor has complied with the notice requirements of subdivision a. The City Engineer or his representative may extend the time required for notice under subdivision a.
- e. The Contractor cannot make a claim for an adjustment under the Contract after the Contractor has received the final payment under the Contract.

1.04.04 Extra Work

Should the Engineer deem additional work or material changes in design or construction necessary for the good of the work, he shall order the same in writing, and the difference in cost shall be added to or deducted from the contract price upon the basis of the unit prices bid or stipulated for such work, or in case no sum has been stipulated, upon the basis of fair allowance for the cost of the labor and material at market prices plus five percent (5%) profit, the rates of labor and the value of material being agreed upon in advance, but no allowance shall be made or money paid for the use of the Contractor's tools and plant used in executing such work.

On or before the 20th of each month, the Contractor shall submit to the Engineer all bills or claims for extra work done during the preceding month, failing in which, it is mutually understood and agreed that the Contractor shall waive and forfeit all rights and claims to extra compensations for same. The Contractor shall give written notice to the Engineer before commencing work which he considers extra, whether he shall have received written orders for the same or not; failing such notification he shall waive and forfeit all rights and claims to extra compensation for same.

1.04.05 Additional Work Outside of Designated Areas

The Engineer reserves and shall have the right under this Contract to specify areas of work within the City which do not fall within the area designated as this years program. These additional areas of work will be selected and deemed for the good of the City to correct hazardous conditions, trip and fall situations, complaints, and to perform any special work requested by other City of Wyandotte Departments. This work shall be paid for as specified above in Section 1.04.03 Extra Work.

1.04.06 Alterations

No extra charge shall be made for adjustments or alterations usually occurring in construction; and failure to understand the true intent of specifications and plans for any particular cause whatsoever, including possible errors or omissions, will not relieve the Contractor from obligations to perform a complete and perfect piece of work.

To facilitate his work, the Contractor will be permitted, at his own expense, to make such additions or alterations as the City Engineer may approve in writing.

1.04.07 Use of Materials Found on the Work

The Contractor, with the approval of the Engineer, may use on the project such stone, gravel, sand or other native material which satisfies the contract specifications for its intended use. The Contractor shall not excavate or remove material from within the right-of-way which is not within the earth excavation grading limits or cut sections or grade lines.

1.04.08 Removal and Disposal of Structures and Obstructions

The Contractor shall remove any existing structure or part of a structure which is to be replaced or rendered useless by new construction. Salvage material derived therefrom shall become the property of the Contractor and shall be disposed of by him except as otherwise provided in the specifications or the plans.

1.04.0 Removal and Disposal of Structures and Obstructions Con't

Payment for this work will be made under the pay items identified for such work in the Proposal. The removal and disposal of structures and obstructions shown on the plans to be removed and not covered by a separate pay item in the Proposal shall be performed by the Contractor at his own expense and shall be included in other items of work.

1.04.09 Final Cleaning Up

Upon completion and before final acceptance the Contractor shall perform the final cleaning up as specified.

SECTION 1.05 CONTROL OF THE WORK

1.05.01 Authority - General

No agents of the party of the first part shall have power to revoke, alter, enlarge or relax the stipulations or requirements of these specifications, except insofar as such authority may be specifically conferred by the specifications themselves, without the formal authorization to do so, conferred by the contract of which the specifications are a part, or by ordinance, resolutions or other usual official action by the party of the first part.

1.05.02 Authority of the Engineer

The Engineer shall in all cases decide every question of an engineering nature which may arise relating to the quality and acceptability of materials furnished and work performed, the manner of performance and the rate of progress of the work. He shall also decide all questions which may arise as to the interpretation of the plans and specifications, and any questions involving coordination of various aspects of the work.

The administration, inspection, assistance and actions by the Engineer shall not be construed as supervisory control of the work or of means and methods employed by the Contractor and shall not relieve the Contractor from any of his responsibilities or obligations under the Contract. The Contractor shall not request or require the Engineer to undertake such supervisory control or to administrate, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor of his responsibilities or obligations. The presence of the Engineer on the project shall in no way relieve the Contractor of his obligation to conform to the Local, State and Federal regulations which govern safety requirements on the project.

1.05.03 Agents

The work shall be carried on under the personal supervision of the Contractor or his property authorized representative, who shall be on the ground at all times during the construction and who shall have full responsibility of the work with power to receive orders and carry out instructions.

1.05.04 Deviation from Plans or Specifications

No person except the Engineer shall have authority to revoke, alter, enlarge, or change any provisions of these specifications or the plans for the work, and if the Contractor deviates from them in any particular without written authorization from the Engineer, he does so at his own risk; and such work and payment therefor may not be approved. The inspector may make such field changes as deemed necessary to facilitate the work.

1.05.05 Cooperation of the Contractor

The Contractor shall conduct his operations so as to interfere as little as possible with those of other Contractors, utilities or any public authority on or near the work as shown on the plans or in the Proposal. The City additionally reserves the right to perform other non-specified work by contract or otherwise, and to permit public utility companies and others to do work on or near the

1.05.05 Cooperation of the Contractor Con't

project during progress of the work. The Contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with their operations and as the Engineer may direct.

No additional compensation will be paid to the Contractor for any delay or inconvenience due to material shortages, or delays due to the operation of such other parties doing the work indicated or shown on the plans or in the Proposal, or for any delays on construction due to the encountering of existing utilities whether or not shown on the plans.

1.05.06 Locating Work

Principal location points and Bench Marks shall be given by the Engineer at such time as he may deem necessary, or if the Contractor shall be in need of the Engineer's services in such work, he shall notify the Engineer 24 hours in advance.

No claims will be honored for delay of the job for lack of line and grade if the Contractor has not given the Engineer 24 hours notice prior to the need for such line and grade.

The Contractor shall adequately protect and maintain all stakes and marks given by the Engineer and locate all work accurately therewith. If the Contractor through willfulness or carelessness removes or causes the removal of said stakes or marks before the prosecution of the work requires it, they will be replaced at the Engineer's earliest convenience, and the cost of replacing of same shall be at the expense of the Contractor.

The Engineer shall have access to the work at all times, and the Contractor shall cooperate with him and furnish such assistance as may be required in order to facilitate the laying out of the work and establishing lines and grades.

1.05.07 Authority and Duties of Inspectors

Inspectors may be appointed and directed to inspect all materials used and all work done. The inspection may extend to all or any part of the work and to the preparation or manufacture of the materials for use in the work. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe.

He shall have the authority to prevent the use of any material and to stop any work being done which does not conform with the specifications and the plans until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the Contractor of the responsibility of completing the work in accordance with the plans and specifications.

The Inspector shall in no case act as foreman or perform any duties for the Contractor, nor interfere with the management of the work by the latter. Any advice the Inspector may give the Contractor shall not be construed as binding on the Engineer in any way, except as provided in this Section, nor shall it release the Contractor from fulfilling all the terms of the Contract.

1.05.08 Inspection of the Work

The Engineer or his representatives shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection. Such inspection may include mill, plant or shop inspection of materials and workmanship

1.05.09 Removal of Defective and Unauthorized Work

Work done beyond the lines shown on the plans or given, or work done without grades where required, or work done without inspection, except as herein provided, or any extra work done without written authorization will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

The Engineer shall have the right to suspend work upon discovery that any part or parts is being done not in accordance with specifications and he shall not order work resumed until materials furnished or methods used or both, as the case may be, corrected to meet plans, specifications and interpretations of same by the Engineer.

No extension of time will be allowed for correction of faulty work.

If the Contractor refuses or neglects to correct any defective work or to remove unsatisfactory materials from the site of the work within 24 hours, unless otherwise directed, after written notice to do so has been given him by the Engineer, the City may employ the necessary labor to correct or to remove the defective work or unsatisfactory materials, and the total cost of the operation shall be deducted from any money that is due or may become due to the Contractor. The Engineer shall have the authority to plainly mark all unsatisfactory materials for removal after the 24 hour notice period has expired.

1.05.10 Contractor's Responsibility for Work

Should any error or inconsistency appear to the Contractor in either the plans or the specifications, or should the Contractor fail to understand the real intent of the specifications, he shall report same to the Engineer before starting the work concerned, and the decision of the Engineer shall be final and conclusive. The Engineer and the party of the first part shall not be held liable to errors made in lay-out work where said errors could have been detected before performing work by use of ordinary intelligent checking of marks by the Contractor or his responsible help.

Until the final acceptance of the work by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

1.05.11 Contract's Responsibility for Trees and Shrubs

All trees and shrubs not designated or otherwise authorized to be removed shall be protected from injury by the Contractor. When excavating adjacent to trees or shrubs, the Contractor shall exercise due care and caution so as not to unnecessarily disturb or damage the roots. Roots that are exposed and injured during excavation shall be cut clean and smooth by approved methods prior to backfilling.

1.05.11 Contract's Responsibility for Trees and Shrubs Con't

Other physical damage to the trunk or branches of trees or shrubs shall be repaired at the Contractor's expense by the City of Wyandotte Department of Public Service or an approved tree service organization under the direction of the City of Wyandotte Department of Public Service.

Trees or shrubs damaged beyond repair, or removed without authorization, shall be replaced in kind or paid for by the Contractor, as directed by the Engineer, prior to final acceptance of the project.

1.05.12 Cleanliness of the Work

The Contractor shall at all times keep the right-of-way and/or any public or private premises temporarily occupied by him for purposes of work under this Contract free from accumulations of waste material or rubbish caused by his employees or work. This requirement shall also apply to any areas in the vicinity of the work, including roads which are affected by the Contractor's construction or hauling operations.

Approved sweeping equipment shall be available to adequately clean, as often as necessary in the opinion of the Engineer, all areas which become a nuisance and a source of complaint due to the operations of the Contractor, Subcontractor, or materials suppliers to the project.

If the Contractor fails to keep the above noted areas cleaned of dust or debris resulting from his operations, and thereby creates a public nuisance, he shall be so notified in writing by the Engineer.

If, within 2 hours after receipt of such notice, the Contractor shall fail to clean such areas satisfactorily, the Engineer shall have the City of Wyandotte, Department of Public Services, or such other agency as he shall designate, perform the work; and all costs of such cleaning shall be paid for by the Contractor. If the Contractor fails to reimburse the City for the above costs before completion of the Contract, the costs shall be deducted from monies due or to become due to the Contractor.

1.05.13 Emergencies

The Contractor has a duty to be continually aware and responsible for any condition which could endanger the public or the work. If the Engineer discovers any such endangering condition or situation and is unable to contact the Contractor or if, after notification by the Engineer, the Contractor shall fail to respond immediately with sufficient action to protect life and health of the workmen or the public and to protect the work and adjoining public or private property, the Engineer shall have the City of Wyandotte, Department of Public Services, or such other agency as he shall designate, perform the work or correct the problem; and all costs of such correction shall be paid by the Contractor. If the Contractor fails to reimburse the City for the above costs before completion of the Contract, the costs shall be deducted from monies due or to become due the Contractor.

1.05.14 Final Inspection

The Engineer shall make inspection of all work included in the Contract, or such portions thereof eligible for acceptance, as soon as possible after notification by the Contractor that the work is completed or after the Engineer's records show that the work is completed. If the work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor in writing as to the particular defects to be remedied before final acceptance.

SECTION 1.06 CONTROL OF MATERIALS

1.06.01 Quality and Source of Supply

The Contractor shall furnish only good quality and new materials or fabricated items conforming to the requirements of the specifications and approved by the Engineer prior to use in the work. After award of the Contract, when requested by the Engineer, the Contractor shall furnish complete written statements of the origin, composition and manufacture of all materials or fabricated items required in the work. The Contractor will not be permitted to change the source of supply without giving the Engineer prior notification. The Contractor may be required to submit preliminary samples of materials intended for use.

If it is found that a source of supply does not furnish a uniform product, or if for any reason the product from any source at any time proves to be unsatisfactory, the Engineer may require the Contractor, fabricator or supplier to furnish acceptable material from other sources; and the Contractor shall have no claim for increased cost on account of such requirement.

Whenever and wherever possible, all materials, products or fabricated items used in the performance of this work shall be produced, manufactured, or assembled in the United States.

All manufactured and fabricated items shall be new unless otherwise specified or approved by the Engineer.

1.06.02 Samples of Materials

Samples upon which acceptance or rejection of the material is based shall be taken by a representative of the City in accordance with the methods designated in the specifications or as directed by the Engineer. The Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the sample until they have been found to satisfy the requirements of the specifications. The Contractor in all cases shall furnish the required samples without charge.

1.06.03 Tests of Materials

Tests of materials will be made by and at the expense of the City unless otherwise provided.

All materials proposed to be used may be inspected and tested at any time and at any place during their preparation, storage and use, unless otherwise specified. All tests of materials will be made in accordance with methods as described or designated in the specifications. Plant inspection may be made if the production is sufficient to warrant such inspection or is in the best interests of the City. Where plant inspection is made, the producer shall furnish and maintain a suitable Field Office for the use of the Inspector in making field tests.

Whenever reference is made to standards of ASTM, AASHTO, or other Standards as specified in Section 1.01.01, it shall be understood that the specification or method current at the date of advertisement for bids shall apply. Current ASTM specification methods shall be either Standard or Tentative Standard Specifications or Methods. Current AASHTO Specifications shall mean Standard Specifications or Methods of Test but shall not include Interim Specifications or Methods unless specifically named.

1.06.04 Materials Not Mentioned

The sampling and testing of all materials not specifically mentioned shall be done by generally accepted methods, unless otherwise specified by the Engineer.

1.06.05 Storage of Materials

The Contractor shall consult with the Engineer before beginning the work as to available space within the right-of-way for temporary storage of materials, machinery, equipment and other property of the Contractor. Locations for storage shall be accepted by the Contractor as temporary; and the Contractor shall, at his own expense, promptly move any part or all of same, at any time or times, as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee; and, if requested by the Engineer, copies of such shall be furnished to the Engineer.

Materials placed on the roadway shall be neatly and compactly piled in such manner as to cause the least inconvenience to property owners and the general public. No materials shall be stored within the right-of-way unless it is barricaded in accordance with the Michigan Manual of Uniform Traffic Control Devices.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work.

1.06.06 Handling and Transporting Materials

All materials shall be handled in such manner as to preserve their quality and fitness for the work.

Aggregates shall be transported from the storage site to the work in vehicles so constructed and maintained as to prevent loss or segregation of materials after loading or measuring.

1.06.07 Unacceptable Materials

All materials not conforming to the requirements of the specifications shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer.

1.06.08 Unused Material

All furnished materials which are not incorporated in the work upon completion of the work items, shall remain the property of the Contractor and shall be removed from the project prior to acceptance of the work.

1.06.09 Brands of Material and Equipment

Special brands of material or equipment specified or shown on the plans are named for the purpose of establishing a standard of quality or performance desired. Other materials or equipment of equal quality or suitability may be substituted on written approval of the Engineer.

SECTION 1.07
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1.07.01 Laws to be Observed

In all operations connected with the work, all Federal and State laws, local ordinances, and laws or by-laws controlling or limiting in any way the actions of those engaged on the work shall be strictly complied with by the Contractor and all employees working under his direction.

1.07.01a Commercial Drivers License (CDL)

The Contractor shall have the responsibility to comply with the U.S. Department of Transportation's regulations regarding alcohol and drug testing of all CDL drivers engaged in completing work under this contract. The Contractor shall not allow unlicensed CDL drivers to operate any equipment requiring a CDL. The City may require proof of compliance or will periodically check for compliance.

1.07.02 Permits, Licenses and Taxes

The Contractor shall secure and pay for all permits fees, licenses, and inspection costs. The Contractor shall give all notices necessary to the due and lawful prosecution of the work. Any inspection fees of other governmental agencies or utility companies and other expenses occasioned by the Contractor's work shall be paid by the Contractor and shall not be recoverable from the City. The Contractor shall pay sales, consumer, use and similar taxes for any work provided by the Contractor.

1.07.03 Patented Devices, Materials and Processes

If the Contractor uses any design, device, material or process covered by letters of patent or copyrighted, he shall provide for such use by suitable legal agreement with the patentee or patent owner. The Contractor and the Surety shall indemnify, hold harmless, and defend the City of Wyandotte for any and all claims for infringement by reason of the use of such patent, design, device, material or process, or trademark or copyright in connection with the work to be performed under this Contract, and shall indemnify the City of Wyandotte for any costs, expenses and damages which it may be obligated to pay by reason of such infringement at any time during the prosecution or after the completion of the work.

1.07.04 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Federal, State and Local health authorities. All sanitary installations for use during construction shall be removed from the project by the Contractor before final acceptance of the work. The construction, maintenance, and removal of all temporary sanitary facilities shall be included in other items of work and will not be paid for separately.

1.07.05 Public Convenience and Safety

The Contractor shall comply with all Federal, State, Municipal and local laws, by-laws, ordinances, and regulations applicable to the work under this Contract, including OSHA and

1.07.05 Public Convenience and Safety Con't

MIOSHA. He shall furnish and use all material, safeguards, safety devices, and protective equipment as required by such laws, ordinances or regulations.

He shall also be responsible for taking any other needed actions to protect the life and health of the Contractor's and Owner's employees on the work and safety of the public, and to protect the work and adjoining utilities and property during the construction of the project.

In order to freely prosecute the work the Contractor shall occupy only such parts of the public property along the line of the work as is reasonably needed. Regardless of its degree of proximity of the work, private property shall not be used by the Contractor except upon his obtaining express permission from the owners involved.

During the progress of the work, the Contractor shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Gutters or waterways must be kept open or other provisions made for removal of storm water. Street intersections may be blocked but one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges, and crossing, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.

In the event of the Contractor's failure to comply with these provisions, the Engineer may cause the same to be done, and will deduct the cost of such work from any money due or to become due the Contractor under this contract, but the performance of such work by the party of the first part, or at its insistence, shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

- a) Control of Air Pollution: The Contractor shall comply with all Federal, State, and local laws and regulations governing the control of air pollution.

During the construction of any project, adequate dust control measures shall be maintained so as not to cause detriment to the safety, health, welfare, or comfort to any person or cause damage to property or business.

- b) Excavation and Shoring: Excavation and Shoring, where herein specified in the Special Provisions, are intended only as a guide to the Contractor. When in the judgment of the Engineer, any additional excavation, sheeting, shoring and/or bracing is required to adequately protect the work, the Contractor shall promptly provide the same. This additional work will not be a pay item. However in all situations the Contractor will be responsible for the work, the safety of the personnel engaged in the work, and the safety of the public at large.
- c) Utilities: The Contractor shall comply with Act 53 of the Michigan Public Acts of 1974, commonly known as "MISS DIG".

At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, water, sewer, electric, gas, petroleum, or cable television companies, hereinafter referred to as "utilities", or are adjacent to other property, damage to which might result in considerable expenses, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

1.07.05 Public Convenience and Safety Con't

The Contractor shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those utilities will not be unnecessarily interrupted.

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper utility and shall cooperate with said utility in the restoration of service. If utility service is interrupted, repair work shall be continuous until service is restored.

1,07.06 Protection and Restoration of Property

The Contractor shall restore at his own expense any public or private property damaged or injured in consequence of any act or omission on his part, or on the part of his employees or agents, to a condition equal or better than that existing before such injury or damage was done. If the Contractor neglects to restore or correct such damage or injury, the City may, upon 48 hours notice, proceed to restore or make good such damage or injury and order the cost thereof deducted from any monies that are due or may become due the Contractor.

Where it is the policy of any utility owner to make its own repairs to damaged conduit or other structures, the Contractor shall cooperate to the fullest extent with the utility, and he shall see that his operations interfere as little as possible with these operations, and the Contractor shall assume the cost of any charge against the City therefore.

In cases where existing public and private utility connections are encountered, the Contractor shall perform his operations in such manner that service will be uninterrupted, and the cost thereof shall be at the Contractor's expense.

1.07.07 No Waiver of Legal Rights

Neither the acceptance by the party of the first part or its Engineer, or any of its agents, nor any order, measurements or certificate by the Engineer nor any order of the party of the first part for the payment of money, nor any payment for or acceptance of the whole or any part of the whole, or any part of the work by the Engineer or any party of the first part or its agents shall operate as a waiver for any portion of the contract or any power therein reserved to the party of the first part, or any right to damage therein provided; nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

The party of the first part shall pay, and the Contractor receive, the prices bid on the proposal or agreed upon, based upon measurements made by the Engineer or as otherwise herein stipulated and such measurements shall be final and conclusive.

The quantities of the various classes of work to be done and material to be furnished under this contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing on a uniform basis, the bids offered for the work under this contract. Neither the party of the first part, or its agents, is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the Contractor shall make no claim for anticipated profit nor for loss of profit, during the progress of the work.

1.07.08 Personal Liability of Public Officials

In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the City Engineer, or their authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents and representatives of the City.

SECTION 1.08
PROSECUTION AND PROGRESS

1.08.01 Prosecution of the Work

The Contractor shall begin work on the project within 30 calendar days after the acceptance by the City of the executed documents unless otherwise stated or directed by the Engineer. In all cases, work shall be started in time to finish the project by the completion date stated in the Contract. The Contractor shall notify the Engineer at least 48 hours in advance of the time he intends to start.

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

The entire project, pieces of work, portions of work and sections of work shall be prosecuted regularly and uninterruptedly, unless the Engineer shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time herein stated. If in the opinion of the Engineer, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon written order, shall proceed with such work without delay. Should he fail to so proceed, the Engineer may do or cause to be done such work, and will deduct the cost of the same from any money due or to become due the Contractor under this contract. Further, the Contractor shall be subject to Liquidated Damages as set forth in Section 1.08.06 of these Specifications.

If, in the judgment of the Engineer the work is not being prosecuted in such manner as to ensure its completion within the time specified, the Engineer shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to insure completion of the work within the time specified in the Contract. Any of the above requirements directed by the Engineer shall be performed by the Contractor at no additional cost to the City.

The Contractor's failure to comply with this Section shall be cause for termination of the Contract in accordance with Section 1.08.07.

1.08.02 Limitations of Operations

The Contractor shall be required to prosecute work done under this contract only during the daylight hours between 7:00 a.m. and 6:00 p.m., unless otherwise authorized by the Engineer, and except for the purpose of making emergency repairs and for the proper protection of the work. The prosecution of the work must be stopped and the daily clean-up completed by 6:00 p.m. No work will be permitted at night or on Sundays, except to save property or life or as specifically authorized or directed by the Engineer.

The Engineer reserves the right to require the Contractor to cease construction operations on legal holidays and the day preceding and the day following, or at such other times as may be determined to be in the interest of the general public, except for the purpose of making emergency repairs and for the proper protection of the work.

1.08.02 Limitations of Operations Con't

In case of a dispute arising between two or more Contractors or others as to the respective rights of each, the Engineer shall determine the matters at issue and shall define the respective rights of the various interests involved in order to secure the completion of all parts of the work in general harmony and with satisfactory results, and his decision shall be final and binding on all parties concerned and shall not in any way be cause for claim for extra compensation by any of the parties.

1.08.03 Superintendent, Character of Workman and Equipment

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during performance of the work. The superintendent shall represent the Contractor and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

The Contractor shall employ only skilled workmen experienced in the kind of work to be done, and in sufficient numbers to complete all parts of the work in a substantial neat and workmanlike manner within the time specified.

It is the responsibility of the Contractor to confirm that all of its employees that it uses under this Contract are authorized to work in the United States. It is the Contractor's responsibility to fill out and have on file all necessary paperwork which confirms the employee's eligibility to work in the United States. If any employee of the Contractor is found not to be eligible to work in the United States, the employee shall be immediately removed from the work and the Contractor shall be responsible to pay as Liquidated Damages to the City the monetary amount as set forth in 1.08.06 for each day said ineligible employee was employed on the project. Any information provided by the Contractor to the City to confirm each employee's eligibility will be solely for the purpose to verify that the employee is eligible to work in the United States.

If any authorized representative of the Contractor shall refuse or neglect to obey the directions of the Engineer in anything, relating to the work, or if any person shall appear to the Engineer to be incompetent, disorderly, or unfaithful he shall upon order of the Engineer, be at once discharged and shall not be re-employed on the work, and such discharge shall not be used as the basis of any claim or damages against the party of the first part.

The Contractor shall furnish and use such adequate and proper machinery and equipment as will insure the work being done in a satisfactory manner. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other roadway will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates, to the satisfaction of the Engineer, will accomplish the work in conformity with the requirements of the Contract, except that equipment for a specific task shall be the type generally designed for this purpose

1.08.04 Temporary Suspension of Work

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to weather, or for such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract or for violation of any of the Contract specifications.

The Contractor at his own volition shall not suspend the work without written authority of the Engineer.

1.08.05 Time of Completion

The time allowed for completion of the work, including final cleaning up, shall be as stated in the proposal or specifications, and as mutually agreed upon in a Pre-Construction Meeting.

Upon request of the engineer and before signing the Contract the Contractor shall prepare and submit information on Contractor's construction schedule for the work. The construction schedule shall include a list of any subcontractors with a value for each subcontract. This shall be prepared at no cost to the City even if the Contract is not awarded to the Contractor.

Time will be charged for every day when it is possible for the Contractor to effectively carry out controlling operations, unless otherwise provided.

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

1.08.06 Liquidated Damages

In case the Contractor shall fail in the due performance of the work to be executed under this contract by and at the time or times herein mentioned, or upon direction from the Engineer, or referred to or at other than the day or days to which the period of completion may have been extended, or if the Contractor employs a workman that is not authorized to work in the United States, he shall be liable to pay to the party of the first part, and does hereby agree to pay to the party of the first part, as liquidated damages, and not as penalty, the applicable sum stated in the Schedule of Liquidated Damages. This Schedule shall apply for each and every day which may elapse between the appointed and actual time of completion, or the number of days which an unauthorized employee works, which sum is hereby agreed upon, fixed and determined as the damage which will be suffered by the party of the first part by reason of the failure of said Contractor to complete the work within the time specified or to employ only those authorized to work in the United States.

The Contractor shall complete the work even after the time limits within the scope of this Contract, and such completion shall in no way operate as a waiver on the Part of the City of its rights under this Contract.

SCHEDULE OF LIQUIDATED DAMAGES

ORIGINAL CONTRACT AMOUNT

<u>FROM MORE THAN</u>	<u>TO AND INCLUDING</u>	<u>LIQUIDATED DAMAGES PER CALENDAR DAY</u>
\$ 0	\$ 25,000	\$100
25,000	50,000	200
50,000	100,000	400
100,000	500,000	800
500,000	1,000,000	1,000
1,000,000	2,000,000	2,000

1.08.07 Termination of Contract

If the Contractor:

- a. Fails to start work on notice to do so; or
- b. Fails to prosecute the work with manpower, equipment, construction plant or materials sufficient to complete the work by the date set for completion or according to the project completion schedule; or
- c. Performs the work improperly; or
- d. Discontinues the performance of the work before completion without prior approval; or
- e. Neglects or refuses to remove rejected materials or to perform anew such work as shall have been rejected as defective and unsuitable; or
- f. For any other reason fails to carry on the work in accordance with the Contract; or
- g. Shall become insolvent; or
- h. Shall be declared bankrupt in a court proceedings; or
- i. Shall commit any act of bankruptcy or insolvency; or
- j. Makes an assignment for the benefit of creditors; or
- k. Shall be subject to proceedings for reorganization under the Bankruptcy Act; then

The Engineer shall give notice to the Contractor and his Surety, in writing, of the happening of any such event, specifying the same, and notifying them of the City's intention to terminate the Contract pursuant to this Section, and if the Contractor or Surety within a period of five (5) calendar days after such notice shall not proceed satisfactorily in accordance therewith, or fail to halt the proceedings under h., i., j., or k. above, then upon written certification from the Engineer of the fact of the happening of such event, and of the Contractor's or Surety's failure to comply with such notice, the City shall have full power and authority, without violating the Contract, to take the work away from the Contractor. The Surety shall be given the opportunity after termination of the Contract, within a period of five (5) calendar days, to arrange for a new Contractor to promptly complete the work pursuant to all of the Contract's plans and specifications. If the Surety declines such opportunity, the City shall have full power and authority to appropriate or use any or all materials and equipment on the site of the project as may be suitable and acceptable and may enter into a Contract for the completion of the work according to the Contract's plans and specifications, or use such methods as in its opinion shall be required for the proper completion of the work. If the City terminates the Contract and the Surety declines to have the work completed, all additional costs, charges, and damages incurred

1.08.07 Termination of Contract Con't

by the City, together with the costs of completion of the work, shall be deducted from any monies due or which may become due the Contractor.

If the total of such damages, costs and charges exceed the balance of the contract price which would have been payable to the Contractor had the Contractor completed the work, then the Contractor and Surety shall, upon demand, pay to the City the amount of such excess.

1.08.08 Injunctions

Should the party of the first part be prohibited or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after its commencement, by reasons of any litigation or otherwise, the said Contractor shall not be entitled to any damages by reason of the delays thereby caused except for the actual cost of protecting such work as he may have under way, or for the cost of removal and replacement of such tools, plant and materials as he may have delivered upon such work, such cost to be determined by the Engineer. Nor shall said party be entitled to withdraw from this agreement until such delays, as aforesaid, aggregate one year, but the time of completion shall be extended for such time, as in the judgment of the Engineer, shall be equal to the aggregate delay.

SECTION 1.09
MEASUREMENT AND PAYMENT

1.09.01 Measurement of Quantities

Quantities of work completed under the Contract will be measured by the Engineer according to United States standard measures.

The following descriptions detail the methods of measurement for work outlined in these Specifications unless otherwise noted.

When the method of measurement for a particular item specifies that it will be "measured in place", the measurements will be taken along the actual surface of the completed item to obtain the linear area or measurement.

When material is measured by weight in tons, the unit shall be the ton of 2,000 pounds.

When the method of measurement for a particular item is specified in square yards or square feet, measurements will be made along the actual surfaces. The dimensions used in calculating the pay area shall be the actual dimensions as constructed by not exceeding the neat dimensions provided on the plans unless authorized by the Engineer. The depth of items shall be as shown on the plans or specified in the Proposal.

When the method of measurement specified is for an item "compacted in place", the volume will be that based on the neat lines called for on the plans or as authorized by the Engineer. Unless otherwise authorized by the Engineer, any amount less than the neat line dimension will be subtracted from the calculation of the pay quantity, and any amount greater than the neat line dimension will be omitted from the calculation of the pay quantity. This method of measurement is not intended to eliminate the grading tolerances provided by the Specifications, but establishes the basis of payment for the compacted in-place value.

All materials which are specified for measurement by the cubic yard, loose measure, will be as measured in the hauling vehicle, unless otherwise provided.

Structures will be measured as units unless otherwise specified.

The method of measurement for other items of work will be as provided under the Specifications for the particular item.

When required by the Engineer, the Contractor shall file original copies of freight bills, trucking slips, bills of lading, and paid invoices for any or all materials used in the work.

1.09.02 Scope of Payment

The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labor, tools, equipment and incidentals; and for performing all work under the Contract; also for all loss or damage arising from the nature of the work, or from action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the Engineer.

1.09.03 Payments for Increased or Decreased Quantities

Whenever the quantity of any item of work as given in the Proposal shall be increased or decreased, payment for such item of work shall be at the contract price for the actual quantities of work done except as otherwise provided.

1.09.04 Eliminated Items

The Engineer shall have the right at any time to eliminate the performance or the completion of any contract item, such action to be evidenced in writing by the Engineer. In such case, payment will be made to the Contractor of a fair and equitable amount covering all direct costs incurred on such items prior to the date of cancellation, alteration, or suspension of the work. The Contractor shall accept payment in full at the contract unit prices for any work actually performed prior to the date of cancellation, alteration, or suspension of the work by order of the Engineer. No allowances will be made for anticipated profits in payments to the Contractor for deleted items of work.

1.09.05 Progress Payments

Progress payments, upon estimates of the Engineer, shall be made by the City to the Contractor every fourth week, or more often at the discretion of the City. Progress payments shall not exceed 90 % of the value of completed work at the date of authorized payment unless otherwise approved by the Engineer.

Progress payments shall not be considered as an acceptance of the work, or any portion thereof.

If any work completed by the Contractor or material furnished by the Contractor is determined to be defective, or should a reasonable doubt arise as to the integrity of any part of the work completed by the Contractor prior to the final acceptance and payment, there will be withheld from the Contract's progress payments, after the discovery of such work, an amount equal in value to the replacement cost of the defective or questioned work until the defects have been remedied or the causes for doubt removed.

1.09.06 Acceptance and Final Payment

When the work has been completed and the City shall have found that each and every part of the work has been done in accordance with the Contract, plans and specifications or such modifications thereof as have been approved, the same will be accepted; and the Engineer will make a final estimate as soon as practical of the completed work; and the total amount due the Contractor less the total amount of all previous payments will be paid.

The Contractor, for himself or for any Sub-Contractor under him, shall well and truly pay, as the same may become due and payable, all indebtedness which may become due to any person, firm corporation or City on account of which these specifications form a part; and in case of his failure to do so, and on sworn statement of any unpaid claim for labor or material as above being filed with the Engineer, a sum of money sufficient to cover such claim or claims shall be retained from any monies due substantiated to the satisfaction of the Engineer, said Engineer shall pay such claim or claims from the monies so retained, any residue to be paid to such contractor on the completion of the work.

1.09.06 Acceptance and Final Payment Con't

Any and all monies due the City by the Contractor on this Contract at the final completion of the Contract shall be deducted from monies due or which may become due the Contractor before final payment.

Before final payment is made, the Contractor shall as directed by the party of the first part make affidavit that he has paid all claim of every nature or secure a release from the surety or sureties approving payment of final estimate by the party of the first part. The final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the Contractor of the final payment aforesaid shall operate as and shall be, a release to the party of the first part and its agents, from all claims and liability to the Contractor for anything done or furnished for, relating to the work, or for any act or neglect of the party of the first part of any person relating to or affecting the work.

1.09.07 Payment Not to be Stopped

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

1.09.08 General Guarantee

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Unless otherwise specified the Contractor shall bear the cost of correcting any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

Specifications for Hot Mix Asphalt Pickle Ball Courts at FOP Park

1.0 Slope Requirement

All excavating, filling and grading requirements and compacting work of the sub base should be performed so that the finished sub grade is 4"-6" above the surrounding ground and slopes not less than 0.83% (1:120) and not more than 1% (1:100). Each court must slope on a true plane, preferably from side to side (but from end to end or from corner to corner are also acceptable), or in the shortest direction for good drainage and water runoff. The court should never be sloped from the net line to the baseline, from the baseline to the net line, from the sides to the centerline or from the centerline to the sides. Note: Layout and grades are the responsibility of the contractor.

2.0 Perimeter Edging

A. Curbing

An edging of concrete, 12 inches wide by 16 inches deep with 4 # 4 rebar with #3 rebar hoop @ 24" o.c. equally spaced shall be installed around the entire perimeter of the court area. Sections may be left open to allow trucks and other equipment to enter and leave the court area, until other work specified herein has been completed. Top elevation of the edging should be approximately 1/2" below the finished grade level and the court's surface should be tapered out to meet it.

B. Fencing

The overall dimensions of the two courts would be 71' x 74'. The four foot high fencing should be installed after paving and prior to surfacing and will be set in a 12 inch diameter by 42 inch deep foundation the post will be in a sleeve.. The fencing shall be a black vinyl 9 gauge fabric with the fencing towards the court side. There will also be a top and bottom rail at 1 5/8 of an inch in diameter to prevent curling of the fence. The gate will be 4 feet wide for handicap access which opens out.

DrainTile Added

A 4" inch drain tile on a 2"-4" bed of pea gravel with 6" of pea gravel and a filter fabric placed on top the remaining 4" to have topsoil paced on top. The drain tile to be installed around the perimeter of the curbing and daylight out to the existing drainage swale to the east.

3.0 Aggregate Base Course

A. Material

A base course of bituminous concrete mixture; crushed aggregate; or processed/recycled concrete should be installed over the sub grade. The specified material should meet applicable ASTM specifications. Compacted thickness will depend on local soil and climatic conditions, but in no case should the thickness be less than the equivalent of 6" of thoroughly compacted crushed stone.

B. Spreading and Compacting

The material should be spread by methods and in a manner that produces a uniform density and thickness. The material thus spread should be compacted to 95% minimum Proctor Test with equipment that provides uniform density.

C. Tolerances

Surface of the base course as compacted should not vary more than 1/2" from the true plane of the court. Schedule inspection prior to placing asphalt.

4.0 Intermediate Pavement Course

A leveling course of a hot plant mix having a maximum aggregate size of 3/8" to 3/4" in accordance with specifications of the state's Department of Transportation and/or the Asphalt Institute should be constructed over the base course to a compacted thickness of not less than 1 1/2".

This hot plant mix should be spread and compacted by methods and in a manner that produces a uniform density and thickness. The finished intermediate course should not vary more than 1/4" in 10', when measured in any direction.

5.0 Modified Base Construction

A modified base course is sometimes used, particularly in areas not subject to freeze/thaw action. The modified base may consist of one course of suitable material as described above and may be installed to a uniform thickness of 2 1/2" to 4". The modified base should be compacted to provide a smooth, true plane surface, and should not vary more than 1/4" in 10', when measured in any direction.

6.0 Asphaltic Surface Course

A. General Description

A surface course of a hot plant mix having a maximum aggregate size of 3/8" and a minimum aggregate size of 1/4" should be constructed over the hot mix intermediate course to a compacted thickness of not less than 1".*

Suggested Mix Design:

<u>Screen</u>	<u>% Passing</u>
1/2	100
3/8	90-100
#4	55-85
#8	32-67
#50	7-23
#200	2-10

*The proper type asphalt used for the surface course will vary from state to state if using the standard norm of the Department of Transportation (DOT) or State Highway Department standards. Local soil and climatic conditions also may impact the type of asphalt used.

Thickness: Not less than 1".

Liquid Asphalt Bitumen: Minimum 5.5% by weight.

Aggregate Type: Crushed stone, gravel, shale, limestone, etc. Foreign materials, i.e., pyrite, clay, ferrous compounds, dirt and organic material are not acceptable.

Cure Time: Minimum 30 days before application of playing surface.

Voids Content: Minimum as specified by the Department of Transportation or State Highways Department, but in no case should void content exceed 7%.

B. Spreading and Compacting

This hot plant mix should be spread and compacted by methods and in a manner that produces a uniform density and thickness.

C. Surface Tolerance

The finished surface of the court should not vary more than 1/8" in 10' when measured in any direction.

Fencing

The installation of a 4 foot high black vinyl 9 gauge fencing with a top and bottom horizontal bar. The installation of the horizontal posts will be supported by a 12" x 42" post hole foundation. The gate will be a 4 foot wide gate to accommodate the handicap fencing to be installed towards court.

Concrete walk

A 5' wide walk by 4" deep with landing and 5' wide curb cut and ramp will be installed as per plans to accommodate a wheel chair. The contractor will use a six bag concrete mix.

Note: All excavation and disposal of spoils (topsoil, clay, ect.) will not be paid for separately but shall be incidental to the other items of work.

CONSTRUCTION SPECIFICATIONS
PAINTING OF COURTS & INSTALLATION OF NETS
Page 1 of 1

DESCRIPTION

This work shall consist of installing new pickle ball nets available through Douglas Sports, applying a resurface and painting required for two pickle ball courts prior to final acceptance.

ACRYLIC RESURFACER

Pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials. Repair of pavement surface defects, depressions, and cracks must be completed prior to application. All repairs must be flush and smooth to adjoining surfaces.

Surface must cure 30 days prior to application. Asphalt surface will receive **two coats** of Acrylic Re-surfacer (Sport Master Ready-Mix Acrylic Re-surfacer or equal) as to provide a smooth, dense underlayment for application of pickle ball court coatings and paint. Resurface to be applied per manufacturers recommendations.

SURFACE PAINTING

Pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials. Asphalt surface will receive **two coats** of paint (Sport Master Ready-Mix Color or equal). Paint to be applied per manufacturers recommendations. The colors are to be selected by City of Wyandotte Superintendent of Recreation.

LINE PAINTING

Pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials. Surface will receive **two coats** of paint (Sport Master Ready-Mix Color or equal). Paint to be applied per manufacturers recommendations.

The lines on all two (2) courts are to be per regulation so that both singles and double games can be played. Color selected by City of Wyandotte Superintendent of Recreation will be Dark Green for the interior and Blue for the exterior.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

“Painting of Courts & Installation of Nets” will be measured by lump sum. The contract unit price per lump sum shall be payment in full for all work required to paint and install nets.

CONSTRUCTION SPECIFICATIONS

PROJECT RESTORATION

Page 1 of 1

GENERAL

The Contractor will be responsible for surveying and grades for the locations and elevations of pickle ball court. The Contractor shall restore the lawn, any existing landscaping, fences and appurtenances that exist between the street and tennis courts or in other areas that have been disturbed by the Contractor during the prosecution of the work in accordance with these specifications. All disturbed lawn areas shall be restored by hydro-seeding. Areas of existing lawn may need to be removed to provide neat and continuous lines of restoration.

All fences of wood or wire mesh that require removal in order to access the site and/or perform the work required herein shall be carefully removed, stored and replaced in the same condition found at the beginning of the project.

MATERIALS

Topsoil: ASTM D 5268, pH range of 5.5 to 7.4 percent organic material minimum, free of stones 1 inch or larger in any dimension, and other extraneous materials harmful to plant growth. Topsoil shall be a dark, organic, natural surface soil consisting of clay, sand, and silt, exclusive of any peat or muck, and shall contain not less than three-(3) percent organic material by weight. The topsoil shall be screened so that the maximum particle size is $\frac{3}{4}$ inch and a maximum of three (3) percent is retained on a $\frac{1}{4}$ inch screen.

Seed: Seed shall be Kentucky Bluegrass mixture as set forth in the 2012 MDOT Standard Specification Section 917.12 Seed, and Table 917.1.

INSTALLATION

Perform restoration by placing three (3) inches of topsoil, and hydro-seed in accordance with 2012 MDOT Standard Specification Section 816.03, unless otherwise specified herein.

Trim areas of existing lawn to provide neat continuous areas of new planting at the width of disturbance. The new planting area shall be graded level with the existing lawn surface.

Before the topsoil is placed, the disturbed area shall be cleaned of all miscellaneous concrete, stones or other debris. Topsoil shall be placed to a compacted depth of not less than three (3) inches thick in the areas to receive hydro-seed. The topsoil shall be placed so as to provide a level subgrade for the hydro-seed. For hydro-seeded areas abutting concrete, the topsoil shall be compacted so that the surface is at or just below the top of the abutting concrete surfaces or curbs.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The cost of the restoration will not be paid for separately, but shall be included in the various unit prices bid for the contract items of work unless otherwise noted on the plans.

CONSTRUCTION SPECIFICATIONS
PROJECT CLEANUP
Page 1 of 1

Description

This work shall consist of cleaning up the project in a timely manner as work progresses, and prior to final acceptance.

General

Upon completion of portions of work, and before final acceptance of the work, the Contractor shall remove all temporary buildings or other structures built by him, all false work, excavated material, surplus materials, and rubbish of all kinds from the grounds which he has occupied, and shall leave the line of work in a neat, clean condition satisfactory to the Engineer.

The Contractor shall replace, renew or restore; in an acceptable manner, all property, both public and private, which may have been damaged during the prosecution of the work. The Contractor shall replace fences, signs, mailboxes or other necessary appurtenances which have been temporarily removed. The Contractor shall thoroughly clean all sewers, manholes, catch basins, and other structures affected by his operations whether within or outside of the limits of his work.

The cost of cleanup will not be paid for separately but shall be included in the various unit prices bid for the contract items of work.

ATTACHMENT A

Sample Insurance Certificates