

**CONTRACT DOCUMENTS**

**FOR**

**HEMLOCK LOOP**  
**TRAIL & BOARDWALK DEVELOPMENT**

**TRAIL & BOARDWALK INSTALLATION**

**PENINSULA TOWNSHIP**

**Project Address:**  
**6852 Center Rd., Traverse City, MI 49686**  
**Grand Traverse County, MI**

**PREPARED BY:**  
**GOSLING CZUBAK ENGINEERING SCIENCES, INC.**  
**1280 BUSINESS PARK DRIVE**  
**TRAVERSE CITY, MI 49686**  
**231-946-9191**  
**JOB #250089**  
**AUGUST, 2025**

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## ADVERTISEMENT FOR BIDS

**Peninsula Township  
13235 Center Rd., Traverse City, MI 49686  
Hemlock Loop – Trail & Boardwalk Installation**

### General Notice

**Peninsula Township** (Owner) landowner of the **Hemlock Loop – Trail & Boardwalk Installation** project area is requesting Bids for the construction of the following Project:

**Hemlock Loop – Trail & Boardwalk Development  
GCES Proj. #: 250089**

Bids for the construction of the Project will be received by hand delivery at the **Peninsula Township Office** located at **13235 Center Rd., Traverse City, MI 49686**, or by mail to **Peninsula Township, 13235 Center Rd., Traverse City, MI 49686** until **Thursday, September 4<sup>th</sup> at 4:00 pm** local time. At that time the Bids received will be **publicly** opened and read aloud.

The Project includes the following Work:

**The Site Improvements and Boardwalk Installation project will include but is not limited to, clearing, and construction of a new aggregate trail, timber transitions, boardwalk installation, and boardwalk railing and toe-kick installation, and bench construction.**

Bids are requested for the following Contract: **Hemlock Loop – Trail & Boardwalk Development**

**The Contractor chosen by the Peninsula Township shall not discriminate against any worker, employee, or applicant for employment because of race, color, religion, height, weight, marital status, national origin, ancestry, sex, age, (except where requirements as to age is based upon a bona fide occupational qualification), or disability (that is unrelated to the individual's ability to perform duties of a particular job or position) pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliot-Larsen Civil Rights Act).**

### Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

**Builder's Exchange of NW Michigan – [www.bxtvc.com](http://www.bxtvc.com)**

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**Gosling Czubak Engineering Sciences, Inc.  
1280 Business Park Dr., Traverse City, MI 49686**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8:00 am and 5:00 pm**. and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be

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EJCDC® C-111, Advertisement for Bids for Construction Contract.

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available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a fee of **\$80** for each set. Make deposit checks for Bidding Documents payable to **Gosling Czubak Engineering Sciences, Inc.**

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon the Issuing Office's receipt of payment, printed Bidding Documents or electronic documents on compact disk will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen.

### **Pre-bid Conference**

A mandatory pre-bid conference for the Project will be held on **Tuesday, August 26<sup>th</sup>** at **1:00 pm** at the Pelizzari Natural Area located at the main parking lot at **6852 Center Rd., Traverse City, 49686**. The project site is open to the public and available to be seen between 8am and 10pm daily.

### **Instructions to Bidders**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

### **This Advertisement is issued by:**

Owner: **Peninsula Township**  
By: **Maura Sanders**  
Title: **Township Supervisor**  
Date: **August, 19<sup>th</sup> 2025**

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—BIDDING DOCUMENTS

- 1.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 1.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances. rooms to obtain the Bidding Documents.
- 1.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 1.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 1.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
  - 1. Electronic Documents that are available in native file format include: N/A
  - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
  - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
  - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

## **ARTICLE 2—PRE-BID CONFERENCE**

- 2.01 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project.
- 2.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

## **ARTICLE 3—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

### **3.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

### **3.02 *Site Visit and Testing by Bidders***

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Becky Chown,**

**Township Clerk, Peninsula Township or Dallas Wirtz, GCES Landscape Architect.** Bidder must conduct the required Site visit during normal working hours.

- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### **ARTICLE 4—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

##### **4.01 *Express Representations and Certifications in Bid Form, Agreement***

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

#### **ARTICLE 5—INTERPRETATIONS AND ADDENDA**

- 5.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 5.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. **Submit questions to Dallas Wirtz, PLA Gosling Czubak Engineering, via email at [dawirtz@goslingczubak.com](mailto:dawirtz@goslingczubak.com)**
- 5.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 5.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract



Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 6—BID SECURITY**

- 6.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **10%** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of EJCDC® C 522 CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT. Such Bid bond will be issued in the form included in the Bidding Documents.
- 6.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 6.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 6.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 7—CONTRACT TIMES**

- 7.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement. Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.
- 7.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 8—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 8.01 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 9—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 9.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective

Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 9.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors.
- 9.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 9.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in EJCDC® C 522 CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT.

#### **ARTICLE 10—PREPARATION OF BID**

- 10.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 10.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 10.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 10.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

- 10.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 10.06 A Bid by an individual must show the Bidder's name and official address.
- 10.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 10.08 All names must be printed in ink below the signatures.
- 10.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 10.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 10.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 10.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 11—BASIS OF BID**

##### **11.01 *Unit Price***

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with EJCDC® C 522 CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

##### **11.02 *Allowances***

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with EJCDC® C 522 CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT.

## **ARTICLE 12—SUBMITTAL OF BID**

- 12.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 12.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

## **ARTICLE 13—MODIFICATION AND WITHDRAWAL OF BID**

- 13.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 14—OPENING OF BIDS**

- 14.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 14.02 Bids will be opened publicly.

#### **ARTICLE 15—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 15.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 16—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 16.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 16.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 16.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 16.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 16.05 *Evaluation of Bids*
  - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 16.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for

those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 16.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 17—BONDS AND INSURANCE**

- 17.01 EJCDC® C 522 CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 17.02 Article 6, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 18—SIGNING OF AGREEMENT**

- 18.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in EJCDC® C 522 CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT.

#### **ARTICLE 19—SALES AND USE TAXES**

- 19.01 Owner is exempt from State of Michigan sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption Certificate provided in Appendix). Said taxes must not be included in the Bid.

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, EJCDC® C 522 CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Peninsula Township Office, Peninsula Township, 13235 Center Rd., Traverse City, MI 49686 (for hand delivered or by mail)**. Bids will be received until **Thursday, September 4<sup>th</sup> at 4:00 pm** local time.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and

## ARTICLE 3—BASIS OF BID—UNIT PRICE BID

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

### **Base Bid**

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.01	General Condition and Mobilization	Ls	1	\$	\$
1.02	6' Wide Aggregate Pathway	Syd	445	\$	\$
1.03	Boardwalk Installation	Ls	1	\$	\$
1.04	Timber Transition	Ea	2	\$	\$

EJCDC® C-410, Bid Form for Construction Contract.

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1.05	Bench Construction	Ea.	1	\$	\$
1.06	Site Restoration	Ls	1	\$	\$
<b>Total of all extended prices for Estimated Quantities of Work (Base Bid)</b>					<b>\$</b>

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the EJCDC® C 522, CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete on or before **May 15<sup>th</sup>, 2026**, and will be completed and ready for final payment in accordance with the EJCDC® C 522, CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT on or before **May 30<sup>th</sup>, 2026**.
- 4.03 Contract times are intended for guidance in bidding and general understanding of the project timeline. Contract times may adjust after contract award based on installation contractor proposed demolition and installation schedule.
- 4.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

##### 5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

##### 5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

##### 5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date



## ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### 6.02 *Bidder’s Certifications*

- A. The Bidder certifies the following:
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

Email:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable)

\_\_\_\_\_

## BID BOND (DAMAGES FORM)

<b>Bidder</b> Name: _____ Address <i>(principal place of business)</i> : _____	<b>Surety</b> Name: _____ Address <i>(principal place of business)</i> : _____
<b>Owner</b> Name: <b>Peninsula Township</b> Address <i>(principal place of business)</i> : <b>13235 Center Rd., Traverse City, MI 49686</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Hemlock Loop – Trail &amp; Boardwalk Development          Pyatt Rd, Traverse City, MI</b>  Bid Due Date: <b>August 14<sup>th</sup>, 2025</b>
<b>Bond</b> Bond Amount: _____ Date of Bond: _____	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## NOTICE OF AWARD

Date of

Owner: Peninsula Township

Owner's Project No.:

Engineer: Gosling Czubak

Engineer's Project No.: 250089

Project: Hemlock Loop – Trail & Boardwalk Development

Contract Name: Hemlock Loop – Trail & Boardwalk Development

Bidder:

Bidder's

You are notified that Owner has accepted your Bid dated \_\_\_\_\_, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**The Trail Improvements and Boardwalk Installation project will include but is not limited to, clearing, and construction of a new aggregate pathway, installation of timber transitions, and installation of a prefabricated boardwalk structure and timber toe-kick and railing.**

The Contract Price of the awarded Contract is \$ \_\_\_\_\_. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**One** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **One** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Peninsula Township**

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

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

Copy: Engineer

# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **Peninsula Township** and \_\_\_\_\_ (Contractor). Owner and Contractor hereby agree as follows:

## ARTICLE 1—THE WORK

### 1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. **Hemlock Loop – Trail & Boardwalk Installation** which consists of construction of aggregate pathway, boardwalk, toe-kick, railing installation, bench construction, and timber transitions.
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at **6852 Center Rd., Traverse City, MI 49686**.

## ARTICLE 2—CONTRACT DOCUMENTS

### 2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to

(1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

## 2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:

1. Bid Form for Construction Contract
2. This Contract for Construction of a Small Project.
3. Performance bond.
4. Payment bond.
5. Specifications as listed in the Specifications Table of Contents.
6. Drawings as listed on the Drawing Sheet Index.
7. Addenda.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Notice to Proceed (EJCDC® C-550).
  - b. Work Change Directives (EJCDC® C-940).
  - c. Change Orders (EJCDC® C-941).
  - d. Field Orders (EJCDC® C-942).

## ARTICLE 3—ENGINEER

### 3.01 *Engineer*

The Engineer for this Project is **Gosling Czubak Engineering Sciences, Inc.**

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Contract Times*

- A. The Work will be substantially complete on or before **May 15<sup>th</sup>, 2026** and completed and ready for final payment on or before **May 30<sup>th</sup>, 2026**.

### 4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **\$150** for each day that expires after the Contract Time for substantial completion.



#### 4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

#### 4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site and in coordination with installation contractor's project phasing and sequencing schedule. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month if requested. Owner may withhold payment if Contractor fails to submit the schedule.

### ARTICLE 5—CONTRACT PRICE

#### 5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

##### **Base Bid**

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.01	General Condition and Mobilization	Ls	1	\$	\$
1.02	6' Wide Aggregate Pathway	Syd	445	\$	\$
1.03	Boardwalk Installation	Ls	1	\$	\$
1.04	Timber Transition	Ea	2	\$	\$
1.05	Bench Construction	Ea	1	\$	\$
1.06	Restoration	Ls	1	\$	\$
<b>Total of all extended prices for Estimated Quantities of Work (Base Bid)</b>					<b>\$</b>

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 Bonds

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

### 6.02 Insurance

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$500,000
Each Employee	\$
Policy Limit	\$

- b. *Commercial General Liability*

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- c. *Automobile Liability*

<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	

Each Accident	\$1,000,000
---------------	-------------

d. *Excess or Umbrella Liability*

Per Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
  2. Blanket contractual liability coverage to the extent permitted by law;
  3. Broad form property damage coverage; and
  4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and

automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

### **7.01 *Contractor's Means and Methods of Construction***

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### **7.02 *Supervision and Superintendence***

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

### **7.03 *Other Work at the Site***

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other

contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall

annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

#### 7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

#### 7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

#### 7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

## **ARTICLE 8—OWNER’S RESPONSIBILITIES**

### **8.01**    *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 9—ENGINEER’S STATUS DURING CONSTRUCTION**

### **9.01**    *Engineer’s Status*

- A. Engineer will be Owner’s representative during construction.
- B. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10—CHANGES IN THE WORK**

### **10.01**    *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.



#### 10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

#### 10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

### **ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

#### 11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
  1. Review the condition in question;
  2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
  3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
  4. Obtain any pertinent cost or schedule information from Contractor;
  5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

## **ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION**

### **12.01 *Claims Process***

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent

jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 *Tests and Inspections***

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

### **13.02 *Defective Work***

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## **ARTICLE 14—PAYMENTS TO CONTRACTOR**

### **14.01 *Progress Payments***

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

#### 14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

#### 14.03 *Retainage*

- A. The Owner shall retain **10%** of each progress payment until the Work is substantially complete.

#### 14.04 *Review of Applications*

- A. Within 15 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
- C. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- D. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

#### 14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all pending claims; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

#### 14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

## **ARTICLE 15—SUSPENSION OF WORK AND TERMINATION**

### **15.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

### **15.02 *Owner May Terminate for Cause***

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

### **15.03 *Owner May Terminate for Convenience***

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

**15.04 Contractor May Stop Work or Terminate**

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

**ARTICLE 16—CONTRACTOR'S REPRESENTATIONS**

**16.01 Contractor Representations**

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 17—MISCELLANEOUS**

**17.01 Giving Notice**

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

**17.02 Cumulative Remedies**

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise

imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

**17.03** *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

**17.04** *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

**17.05** *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

**17.06** *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

**17.07** *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.



The Effective Date of the Contract is \_\_\_\_\_, 2025.

**Owner:**

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Designated Representative:**

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agreement.)

**Contractor:**

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Designated Representative:**

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

State: \_\_\_\_\_

## NOTICE TO PROCEED

Owner: Peninsula Township Owner's Project No.: \_\_\_\_\_  
Engineer: Gosling Czubak Engineering Sciences, Inc. Engineer's Project No.: 250089  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Hemlock Loop – Trail & Boardwalk Development  
Contract Name: Hemlock Loop – Trail & Boardwalk Development  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_, **2025** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **May 15<sup>th</sup>, 2026**, and the date by which readiness for final payment must be achieved is **May 30<sup>th</sup>, 2026**.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: **Peninsula Township**  
By (*signature*): \_\_\_\_\_  
Name (*printed*): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer

## PERFORMANCE BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address <i>(principal place of business)</i> : <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> : <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>Peninsula Township</b> Mailing address <i>(principal place of business)</i> : <b>13235 Center Rd., Traverse City, MI 49686</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>[Owner's project/contract name, and location of the project]</b>  Contract Price: <b>[Amount from Contract]</b> Effective Date of Contract: <b>[Date from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/>
By: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	By: <hr/> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>	Attest: <hr/> <div style="text-align: center;"><i>(Signature)</i></div>
Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: <hr/> <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: <hr/>	Title: <hr/>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

## PAYMENT BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address <i>(principal place of business)</i> : <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> : <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>Peninsula Township</b> Mailing address <i>(principal place of business)</i> : <b>13235 Center Rd., Traverse City, MI 49686</b>	<b>Contract</b> Description <i>(name and location)</i> : <b>[Owner's project/contract name, and location of the project]</b>  Contract Price: <b>[Amount, from Contract]</b> Effective Date of Contract: <b>[Date, from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.



8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

**Contractor's Application for Payment**

<b>Owner:</b> Peninsula Township <b>Engineer:</b> Gosling Czubak <b>Contractor:</b> _____ <b>Project:</b> Hemlock Loop - Trail & Boardwalk Development <b>Contract:</b> Hemlock Loop - Trail & Boardwalk Development	<b>Owner's Project No.:</b> _____ <b>Engineer's Project No.:</b> 250089 <b>Contractor's Project No.:</b> _____																								
<b>Application No.:</b> _____ <b>Application Date:</b> _____																									
<b>Application Period:</b> From _____ to _____																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ -</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ -</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ -</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ -</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td>    a. _____ X \$ - Work Completed</td><td style="text-align: right;">\$ -</td></tr><tr><td>    b. _____ X \$ - Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td>    c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ -</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ -</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ -</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4)</td><td style="text-align: right;">\$ -</td></tr></table>		1. Original Contract Price	\$ -	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ -	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ -	5. Retainage		a. _____ X \$ - Work Completed	\$ -	b. _____ X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ -	6. Amount eligible to date (Line 4 - Line 5.c)	\$ -	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$ -	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -
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8. Amount due this application	\$ -																								
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -																								
<b>Contractor's Certification</b> The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
<b>Contractor:</b> _____																									
<b>Signature:</b> _____ <b>Date:</b> _____																									
<b>Recommended by Engineer</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>Approved by Owner</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																								
<b>Approved by Funding Agency</b>  <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																								

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Peninsula Township  
Engineer: Gosling Czubak  
Contractor:  
Project: Hemlock Loop – Trail & Boardwalk Development  
Contract Name: Hemlock Loop – Trail & Boardwalk Development  
Owner's Project No.:  
Engineer's Project No.: 250089  
Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

**[Describe the portion of the work for which Certificate of Substantial Completion is issued]**

Date of Substantial Completion: **May 15, 2026**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

**[List amendments to Contractor's Responsibilities]**

The following documents are attached to and made a part of this Certificate:

**[List attachments such as punch list; other documents]**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

## NOTICE OF ACCEPTABILITY OF WORK

Owner: Peninsula Township  
Engineer: Gosling Czubak  
Contractor:  
Project: Hemlock Loop – Trail & Boardwalk Installation  
Contract Name: Hemlock Loop – Trail & Boardwalk Installation  
Notice Date: Effective Date of the Construction Contract:

Owner's Project No.:  
Engineer's Project No.: 250089  
Contractor's Project No.:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

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



**CHANGE ORDER NO.:**

Owner: Peninsula Township  
Engineer: Gosling Czubak Engineering Sciences, Inc.  
Contractor:  
Project: Hemlock Loop – Trail & Boardwalk Development  
Contract Name:  
Date Issued: Effective Date of Change Order:

Owner's Project No.:  
Engineer's Project No.: 250089  
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:

**(Fill In)**

Attachments:

**(See Attachment)**

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ _____	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
<b>Increase</b> this Change Order: \$ _____	<b>[Increase] [Decrease]</b> this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

# TECHNICAL SPECIFICATIONS

## TECHNICAL SPECIFICATIONS INDEX

### DIVISION 1 - GENERAL REQUIREMENTS

01010	SUMMARY OF WORK
01025	MEASUREMENT AND PAYMENT
01050	FIELD ENGINEERING
01060	REGULATORY REQUIREMENTS
01410	TESTING LABORATORY SERVICES
01600	MATERIALS AND EQUIPMENT
01700	CONTRACT CLOSEOUT

### DIVISION 2 - SITEWORK

02110	SITE CLEARING & PREPARATION
02200	EARTHWORK
02270	EROSION CONTROL
02546	AGGREGATE SURFACES
02900	SITE RESTORATION

### DIVISION 10 – SPECIALTIES

10020	PREFABRICATED BOARDWALK SYSTEM (FOR INSTALLATION)
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SECTION 01010  
SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

Project includes action as necessary and/or required to provide labor and materials to perform the minor vegetation and dead tree removals, access trail restoration, aggregate trail earthwork and grading, and Includes offload, staging and installation of complete prefabricated boardwalk system supplied by Owner with coordination throughout project with boardwalk manufacturer and Owner.

1.02 CONTRACTS

All work will be awarded under one contract for sitework and boardwalk installation.

1.03 ALTERNATES

No project Alternates as part of this project.

1.04 WORK BY OTHERS

Boardwalk fabrication and delivery will be occurring under separate contract between the manufacturer and owner. The boardwalk manufacturer will be available throughout installation for questions about installation of system and materials supplied.

1.05 FUTURE WORK

Not within the influence of this work.

1.06 WORK SEQUENCE

It is anticipated that the boardwalk system will be manufactured and delivered to the site. It is anticipated that boardwalk deliveries will be in December 2025, or when requested by site contractor.

1.07 COORDINATION

Work to be coordinated with Owner, Engineer and boardwalk manufacturer throughout the boardwalk installation and close-out portions of the project.

1.08 AVAILABILITY OF LANDS

Work will take place on property owned or controlled by the OWNER, and within the public right-of-way.

1.09 PRE-ORDERED ITEMS

No pre-ordered items will be provided.

1.10 OWNER FURNISHED ITEMS

Complete prefabricated boardwalk system to be provided by Owner through separate contract with boardwalk manufacturer.

1.11 PROJECT IDENTIFICATION AND SIGNS

No Project Identification Signs

1.12 AUDIO-VIDEO ROUTE SURVEY

No audio or video survey required for the project.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

- A. Refer to form EJCDC® C-522 Contract for Construction of a Small Project
- B. Bid price includes all labor, tools, equipment, materials, transportation, and applicable fees, use tax, and sales tax necessary to complete the work in accordance with the Plans and Specifications.
- C. All measurement and payment will be based on completed work, ready for use, performed in strict accordance with the Plans and Specifications.
- D. Bid quantities listed in EJCDC® C-522 Contract for Construction of a Small Project: Article 5 – Contract Price have been estimated and are only for the purpose of comparing, on a uniform basis, the Bids offered for the Work. Completed quantities for payment will be based on field measurements.
- E. Neither the Owner nor his agents shall be held responsible should any of the estimated quantities be found incorrect.
- F. Payment will be made only on items listed in the in EJCDC® C-522 Contract for Construction of a Small Project: Article 5 – Contract Price. All other work not listed in the in this section shall be considered incidental to the performance of the Work.
- G. Owner reserves the right to delete any line item or quantity on the in EJCDC® C-522 Contract for Construction of a Small Project: Article 5 – Contract Price

1.02 APPLICATION FOR PAYMENT

- A. Pay period: 30 days.
- B. Payment requests shall be submitted on the forms included in the Specifications.

1.03 SUBMITTALS

- A. Refer to form EJCDC® C-522 Contract for Construction of a Small Project

1.04 ITEMS OF THE BID FORM

**BASE BID**

**Item No. 1.01 – General Conditions and Mobilization**

- 1. Payment includes obtaining bonds, insurance riders, preparatory work and operation, for the movement of personnel, equipment, supplies, and incidentals to the project site; establishment temporary facilities needed to undertake the work as specified for contract close out. Signage for trail closure throughout the site, Item includes all soil erosion measures for the project as well as obtaining Grand Traverse Co. Building Permit and Soil Erosion Permit.
- 2. Unit of measure: Lump Sum

**Item No. 1.02 – 6' Wide Aggregate Pathway**

- 1. Payment includes furnishing all aggregate material including all clean sand, placing,

grading and compaction of subgrade and 6' wide aggregate surface course for upland pedestrian pathway. Includes furnishing aggregate pit gradation reports for review prior to purchase and placement.

2. Unit of measure: Square Yards

**Item No. 1.03 – Boardwalk Installation**

1. Payment includes installation of owner provided non-structural prefabricated galvanized steel and timber decking modular boardwalk on pressure plate pan feet. Coordinate with manufacturer for delivery, includes offload, staging, securing product until installation. Includes installation of steel pan feet support system, toe-kick curb rails, and all other items needed for a complete boardwalk assembly per plans and specifications. Installation hardware and fasteners for framing, supports and decking connections to be provided by boardwalk supplier.
2. Unit of measure: Lump Sum

**Item No. 1.04 – Timber Transition**

1. Payment includes furnishing of materials and labor for the installation of timber transition complete at transition for aggregate pathway to prefabricated boardwalk.
2. Unit of measure: Each

**Item No. 1.05 – Bench Construction**

1. Includes furnishing of materials for construction and installation of a bench for the platform overlook.
2. Unit of measure: Each

**Item No. 1.06 – Site Restoration**

1. Includes furnishing of materials and installation of site restoration efforts including final grading of topsoil and refurbishment of materials for repairs to access trail through Pelizzari Natural Area where offload of materials occurred and existing trail network. Includes restoration establishment plan for review and approval by the Professional along with any reseeding efforts required by the Professional until Owner acceptance of final product.
2. Unit of measure: Lump Sum

END OF SECTION

SECTION 01050  
FIELD ENGINEERING

PART 1 GENERAL

1.01 STAKEOUT AND SURVEYING

A. Owner's responsibility:

1. Provide benchmarks and control points as shown on plans.

B. Contractors responsibilities:

1. Provide construction staking for layout and grades (paid for by contractor). Contact Gosling Czubak Engineering Sciences, Inc – Micheal Stocking, P.S. – (231) 933-5125.

1.02 SOIL BORINGS

- A. No soil borings were completed for this project.

1.03 EXISTING UTILITIES

- A. No existing utilities are shown on the Plans.
- B. The Owner will not be responsible for omissions or variations from the locations shown.
- C. Contact Miss Dig (1-800-482-7171) 72 hours prior to any excavation to locate existing buried utilities.
- D. Preserve and protect existing utilities from damage. Repair all damage to existing utilities at no cost to the Owner. Work stoppages resulting from damaged utilities will not entitle the Contractor to additional payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 PERMITS AND FEES

- A. Owners responsibility: The owner will obtain the following permits where applicable.
  - 1. Peninsula Township Land Use Permit
- B. Contractors' responsibility:
  - 1. The Contractor will obtain the following permits:
    - a. Grand Traverse Co. Building Permit
    - b. Grand Traverse Co. Soil Erosion and Sediment Control Permit
  - 2. Meet provisions and requirements of all permits obtained by the Owner.
  - 3. All local or state permits and fees required that are not listed in Section 01060 1.01.A.
- C. All permits obtained to date are attached at the end of the specifications.

1.02 APPLICABLE CODES

- A. All references to codes, specifications, and standards shall refer to the latest edition, amendment, or revision of the reference in effect on the BID due date.

PART 2 PRODUCT - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01410  
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes, testing required by the Owner to determine that materials and methods provided for the Work meet the specified requirements. Testing includes, but is not limited to:
  - 1. Aggregate gradation.
- B. Contact Gosling Czubak Engineering Sciences, Inc. Martin Graf – (231) 946-9191 Ext. 120

1.02 UNIT PRICES

- A. The Contractor will be responsible for providing and paying for all testing procedures as described in Article 13 of EJCDC® C 522, CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT unless specified in this section.
- B. The Contractor will be responsible for selecting proper testing laboratories subject to Engineer's approval.
- C. Inspections and testing performed exclusively for the Contractor's convenience will be paid for by the Contractor.

1.03 QUALITY ASSURANCE

- A. Testing shall be in accordance with all pertinent codes, regulations, procedures, and requirements of the ASTM and other appropriate agencies.

PART 2 PRODUCTS -Not Used

PART 3 EXECUTION

3.01 PROCEDURE

- A. Provide representatives of the testing laboratory with access to the Work at all times.
- B. Coordinate the Work with the testing required. Provide a minimum of 24 hours notice to the testing laboratory prior to the need of testing.
- C. Furnish all material required for sampling. The testing laboratory will obtain all specimens and samples required for testing. The testing laboratory will be responsible for transporting samples to the laboratory.
- D. The testing laboratory will furnish two copies of lab report to the Engineer and one copy to the Contractor.

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

- A. Furnish all labor, facilities, and materials necessary to properly transport, handle, store and protect all materials and equipment necessary for the performance of the work until arrival on site.
- B. All materials shall be new.
- C. Immediately upon delivery of boardwalk system materials, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that products are properly protected and undamaged. Cover and secure all boardwalk materials as needed to prevent damage from weather and other elements.

1.02 TRANSPORTATION AND HANDLING

- A. Properly protect all materials and equipment to prevent damage during transportation and handling.
- B. Detailed special handling requirements are specified under the appropriate specification section for the products handled.

1.03 STORAGE AND PROTECTION

- A. Store all materials and equipment to insure the preservation of their quality and fitness for the work.
- B. Store packaged materials in their original containers until ready for use.
- C. Protect all materials and equipment before and during delivery to site.
- D. Provide suitable weather tight storage sheds with raised floors to store and protect materials and equipment that could be damaged by exposure to weather.
- E. Repair or replace all damaged materials and equipment, subject to Engineer approval.
- F. No damaged material shall be used in the work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01700  
CONTRACT CLOSE-OUT

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes contract close-out requirements.
- B. Contract close-out shall be done in accordance with the Contract Documents before final payment will be released.

1.03 PROJECT RECORD DOCUMENTS

- A. Provide materials certifications as specified by the Engineer.
- C. Submittal of the Record Documents shall be made with a transmittal letter containing:
  - 1. Date
  - 2. Project title and number
  - 3. Contractor's name and address
  - 4. Title and number of each Record Document

1.04 GUARANTEES

- A. Provide in accordance with form EJCDC® C-522 Contract for Construction of a Small Project.
- B. Manufacturer's Guarantee:
  - 1. For each item of equipment, furnish the guarantee of the manufacturer.
  - 2. Guarantee that the equipment will perform its intended service and that any defective design or workmanship shall be corrected or replaced at no expense to the OWNER.
  - 3. The guarantee period of the manufacturer's guarantee shall be one year from the date of final payment of the project by the Owner, unless specified otherwise.

1.05 SUBSTANTIAL COMPLETION

- A. Certification that the work is substantially complete shall be in accordance with form EJCDC® C-522 Contract for Construction of a Small Project.

1.06 FINAL INSPECTION AND PAYMENT

- A. The final inspection, final application for payment and acceptance shall be in accordance with form EJCDC® C-522 Contract for Construction of a Small Project.
- B. Final inspection will occur after complete assembly of boardwalk system by installation contractor.

1.07 BID AMOUNTS

- A. Contract closeout should be included in bid items identified in bid form and Measurement and Payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION



SECTION 02110

SITE CLEARING AND PREPARATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Clearing site of downed trees, roots, stumps, brush, and other vegetation that inhibit the proper placement of boardwalk pan foot supports.
2. Removing rocks, boulders, and other debris.

B. Related Sections:

Section 01025 MEASUREMENT AND PAYMENT

1.02 UNIT PRICES

All work under this section shall be considered incidental to construction, unless specifically indicated on the EJCDC® C-522 Contract for Construction of a Small Project form and referred to in Section 01025 MEASUREMENT AND PAYMENT.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SITE CLEARING

A. General:

1. Clear areas as approved by owner for performance of the work.
2. Remove designated trees, stumps, roots, brush, and rocks that inhibit the proper placement of boardwalk pan foot supports.
3. Work carefully around trees and overhanging branches.
4. Trees and branches shall not be removed without permission of owner.

3.02 REMOVAL OF EXISTING IMPROVEMENTS

None

3.03 DISPOSAL OF MATERIALS

- A. All concrete, trees, asphalt, gravel, etc. resulting from removal shall become the property of the Contractor.
- B. All removed materials shall be removed from the project site and disposed of properly. This shall include underground and aboveground electrical, sanitary, storm and other utilities encountered and within the influence of new construction.
- C. Burning is not permitted without permission from the owner.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes but not limited to:
  - 1. Excavating, shaping, and grading surface for aggregate trail placement
  - 2. Salvaging and stockpiling select material
  - 3. Disposal of surplus or unsuitable material
  - 4. Other earthwork indicated on the plans for site modification or placement of structures.
- B. Related Sections
  - 01025 MEASUREMENT AND PAYMENT
  - 02270 EROSION CONTROL
  - 02900 SITE RESTORATION

1.02 QUALITY ASSURANCES

- A. Materials:
  - 1. All materials used as fill or sub-base shall be approved by the Engineer.
- B. Compaction:
  - 1. Determine maximum density using the Modified Proctor Method, ASTM D-1557.
  - 2. Engineer may approve other field determinations of maximum density, such as Michigan Cone.
  - 3. Field determination of in place density shall be by Nuclear Density Method, ASTM D-2922, or other approved method.
- C. Except as modified by this Section, perform earthwork in accordance with Division 2, MDOT Standard Specifications.

1.03 SITE CONDITIONS

- A. Soil Borings
  - 1. No soil borings were conducted as part of the project.

1.04 UNIT PRICES

Refer to Section 01025 MEASUREMENT AND PAYMENT.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General:
  - 1. All fill material shall be approved by the Engineer prior to placement.
  - 2. Fill material shall be free from clay, organic matter, roots, debris, and frozen soil.
  - 3. Obtain fill material from on-site excavations, or from an approved borrow area.
  - 4. Provide Testing Laboratory with access to material source.
- D. Topsoil:
  - Dark brown or black loam, clay loam, or sandy loam, of a fertile, humus soil origin.

## PART 3 EXECUTION

### 3.01 DUST CONTROL

- A. Control dust at the Work area at all times to prevent dust from becoming a nuisance to the public, neighbors, or the work of others on the site.
- B. Provide moisture or otherwise treat surfaces to control dust.

### 3.02 TOPSOIL

- A. Removal:
  - 1. Remove all topsoil from areas to be occupied by structures, improved surfaces, or where new grades are to be established.
  - 2. Stockpile topsoil for future use in finish grading at a site approved by the Engineer.
- B. Application:
  - 1.
  - 2. Spread the stockpiled topsoil over the prepared rough grade to a minimum depth of 4 inches.
  - 3. Provide additional topsoil as required to complete the Work.
  - 4. Finish grade, and rake the topsoil to remove all stones, sticks, roots, and debris in preparation for seeding.
  - 5. Excess topsoil may be used for fill in non critical areas.

### 3.03 EXCAVATING, BACKFILLING, AND COMPACTING

- A. Over-excavation:
  - 1. In the event clay or stone is encountered at the bottom of the excavation, undercut bottom a minimum of 12 inches.
  - 2. If muck or other deleterious material is encountered, remove this material to a depth where suitable subgrade soil is encountered, unless otherwise instructed by the Engineer.
  - 3. Backfill to proposed subgrade elevation with Class II material.
  - 4. Compact backfill in lifts not exceeding 9 inches.
- B. Backfilling:
  - 1. Remove all debris from excavation prior to backfilling.
  - 2. Compact excavation bottom to a depth of 2 feet prior to placing backfill.
  - 3. Backfill material shall be Class II sand.
  - 4. Compact backfill in lifts not exceeding 9 inches.

### 3.08 GRADING

- A. Conform to lines, contours, and spot elevations shown on the plans.
- B. Perform finish grading on ground surfaces to an accuracy of plus or minus 0.1 feet.
- C. Perform finish grading on improved surfaces to an accuracy of plus or minus 0.05 feet.

END OF SECTION

SECTION 02270  
EROSION CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes, work necessary for effective temporary and permanent soil erosion and sedimentation control.
- B. Related Sections:
  - 1. Section 01025 MEASUREMENT AND PAYMENT
  - 2. Section 02200 EARTHWORK

1.02 UNIT PRICES

Temporary and permanent erosion control measures will be considered incidental to the construction, unless specifically indicated on the EJCDC® C-522 Contract for Construction of a Small Project form and referred to in Section 01025 MEASUREMENT AND PAYMENT.

1.03 QUALITY ASSURANCES

Perform all Work in accordance with the Michigan Soil Erosion and Sedimentation Control Act, Part 91 of Act 451, P.A. 1994, and with the requirements of the local agencies having jurisdiction over the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Seed, fertilizer, and mulch: Provide as specified in Section 02900 SITE RESTORATION.
- B. Provide temporary and permanent structures and materials in accordance with the Michigan Department of management and Budget Keying System. See Figure 1 at the end of this section.
- C. Mulch blanket:
  - 1. Materials: 100% straw sewn into a lightweight, photo degradable netting.
  - 2. Model: S75.
  - 3. Straw content: 0.5 pounds per square yard.
  - 4. Manufacturer: North American Green.
- D. Geotextile filter fabric:
  - 1. Materials: Mechanically bonded, non-woven geotextile.
  - 2. Manufacturer: Amoco
  - 3. Model: CEF 4553
  - 4. Tensile strength: 203 lbs. (ASTM D-4632).
  - 5. Tensile elongation: 50% min. (ASTM D-4632).
  - 6. Tear strength: 80 lbs. (ASTM D-4533).
  - 7. Puncture strength: 130 lbs. (ASTM D-4833).
  - 8. Apparent opening size: 100 sieve (ASTM D-4751).

- G. Silt fence:
  - 1. Conforming to Michigan Department of Transportation Standard Specifications.

### PART 3 EXECUTION

#### 3.01 GENERAL

Conduct site evaluation with the Engineer prior to starting work.

#### 3.02 TEMPORARY EROSION CONTROL

- A. Minimize the area of earth disturbed at any one time.
- B. Provide berms or ditches to divert storm runoff from the construction area when steep slopes or highly erodible soils are present.
- C. Contain all sedimentation on site by using straw bales, filter fence, or sedimentation basins.

#### 3.03 PERMANENT EROSION CONTROL

- A. When final grades have been established, provide topsoil, seed, fertilizer, and mulch.
- B. Water all seeded areas as necessary to establish proper vegetative cover.
- C. Should erosion occur within the guarantee period, regrade and reseed the disturbed area at no additional cost to the Owner.

#### 3.04 MULCH BLANKET

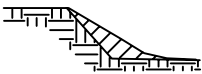




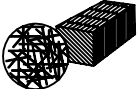



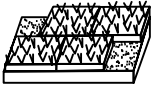



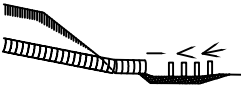


- A. Provide mulch blanket on all slopes 3:1 or steeper, that are disturbed during construction or as indicated on the plans.
- B. Prepare soil prior to placing mulch blanket with topsoil, seed and fertilizer.
- C. Place mulch blanket from top of slope down so overlap seams run parallel to slope.
- D. Overlap seams a minimum of 2" on parallel seams, and six inches, shingle style, on perpendicular splices.

END OF SECTION



# MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

## S-E-S-C KEYING SYSTEM

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
EROSION CONTROLS			
E1	SELECTIVE GRADING AND SHAPING		To reduce steep slopes and erosive velocities.
E2	GRUBBING OMITTED		For use on steep slopes to prevent rilling, gullying, and reduce sheet flow velocity or where clear vision corridors are necessary.
E3	SLOPE ROUGHENING AND SCARIFICATION		Where created grades cause increased erosive velocities. Promotes infiltration and reduces runoff velocity.
E4	TERRACES		On relatively long slopes up to 8% grades with fairly stable soils.
E5	DUST CONTROL		For use on construction sites, unpaved roads, etc. to reduce dust and sedimentation from wind and construction activities.
E6	MULCH		For use in areas subject to erosive surface flows or severe wind or on newly seeded areas.
E7	TEMPORARY SEEDING		Stabilization method utilized on construction sites where earth change has been initiated but not completed within a 2 week period.
E8	PERMANENT SEEDING		Stabilization method utilized on sites where earth change has been completed (final grading attained).
E9	MULCH BLANKETS		On exposed slopes, newly seeded areas, new ditch bottoms, or areas subject to erosion.
E10	SODDING		On areas and slopes where immediate stabilization is required.
E11	VEGETATED CHANNELS		For use in created stormwater channels. Vegetation is used to slow water velocity and reduce erosion within the channel.
E12	RIPRAP		Use along shorelines, waterways, or where concentrated flows occur. Slows velocity, reduces sediment load, and reduces erosion.
E13	GABION WALLS		On newly created or denuded stream banks to reduce velocity until permanent stabilization is achieved or on existing banks to retard erosive velocities.
E14	ENERGY DISSIPATOR		Where the energy transmitted from a concentrated flow of surface runoff is sufficient to erode receiving area or watercourse.
E15	TEMPORARY SLOPE DRAIN		Where surface runoff temporarily accumulates or sheet flows over the top of a slope and must be conveyed down a slope in order to prevent erosion.
E16	SLOPE DRAIN		Where concentrated flow of surface runoff must be permanently conveyed down a slope in order to prevent erosion.

B = BIOENGINEERING



# MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

## S-E-S-C KEYING SYSTEM

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
E17	CELLULAR CONFINEMENT SYSTEMS		Used on steep slopes and high velocity channels.
E18	PLASTIC SHEETS		Used on exposed slopes, seeded areas, new ditch bottoms, and areas subject to surface runoff and erosion. Used as a liner in temporary channels and to stabilize stockpiles.
E19	TEMPORARY DRAINAGEWAY/ STREAM CROSSING		Use on construction sites where stream/drainageway crossings are required.
E20	TEMPORARY BYPASS CHANNEL		Use within existing stream corridors when existing flow cannot be interrupted, and at culvert and bridge repair sites
E21	LIVE STAKING	 B	In areas requiring protection of slopes against surface erosion and shallow mass wasting.
EROSION / SEDIMENT CONTROLS			
ES31	CHECK DAM		Used to reduce surface flow velocities within constructed and existing flow corridors.
ES32	STONE FILTER BERM		Use primarily in areas where sheet or rill flow occurs and to accommodate dewatering flow.
ES33	FILTER ROLLS	 B	In areas requiring immediate protection of slopes against surface erosion and gully formation and for perimeter sediment control.
ES34	SAND FENCE		For use in areas susceptible to wind erosion, especially where the ground has not yet been stabilized by other means.
ES35	DEWATERING		Use where construction activities are limited by the presence of water and dry work is required.
ES36	DIVERSION DIKE/BERM		Within existing flow corridors to address or prevent erosion and sedimentation, or on disturbed or unstable slopes subject to erosive surface water velocities.
ES37	DIVERSION DITCH		In conjunction with a diversion dike, or where diversion of upslope runoff is necessary to prevent damage to unstabilized or disturbed construction areas.
ES38	COFFERDAM/SHEET PILINGS		Constructed along or within water corridor or waterbody to provide dry construction area.
ES39	STREAMBANK BIOSTABILIZATION	 B	For use along banks where stream and riparian zones may have difficulty recovering from the long-term effects of erosion.
ES40	POLYMERS		To minimize soil erosion and reduce sedimentation in water bodies by increasing soil particle size.
ES41	WATTLES	 B	In areas requiring protection of slopes against surface erosion and gully formation.

B = BIOENGINEERING



# MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

## S-E-S-C KEYING SYSTEM

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
SEDIMENT CONTROLS			
S51	SILT FENCE		Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.
S52	CATCH BASIN SEDIMENT GUARD		Use in or at stormwater inlets, especially at construction sites.
S53	STABILIZED CONSTRUCTION ACCESS		Used at every point where construction traffic enters or leaves a construction site.
S54	TIRE WASH		For use on construction sites where vehicular traffic requires sediment removed from its tires in highly erosive areas.
S55	SEDIMENT BASIN		At the outlet of disturbed areas and at the location of a permanent detention basin.
S56	SEDIMENT TRAP		In small drainage areas, along construction site perimeters, and above check dams or drain inlets.
S57	VEGETATED BUFFER/FILTER STRIP		Use along shorelines, waterways, or other sensitive areas. Slows velocity, reduces sediment load, and reduces erosion in areas of sheet flow.
S58	INLET PROTECTION FABRIC DROP		Use at stormwater inlets, especially at construction sites.
S59	INLET PROTECTION FABRIC FENCE		Use at stormwater inlets, especially at construction sites.
S60	INLET PROTECTION STONE		Use around urban stormwater inlets.
S61	TURBIDITY CURTAIN		Use during construction adjacent to a water esource, to contain sediment within the work area when other BMP's cannot be used.

B = BIOENGINEERING



SECTION 02546  
AGGREGATE SURFACES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes all labor, materials, tools, and equipment necessary for the complete installation of aggregate surfaces, including roadways, driveways, and parking areas. Also includes providing, shaping and grading the sand base.
- B. Related sections:
  - 1. Section 01025 MEASUREMENT AND PAYMENT

1.02 UNIT PRICES

Refer to Section 01025 MEASUREMENT AND PAYMENT

1.03 QUALITY ASSURANCES

- A. Testing:
  - 1. All materials used as fill, sub-base, or final surfaces shall be approved by the Engineer.
  - 3. Provide aggregate gradation pit report of aggregates for approval by Engineer prior to purchase and installation.
- B. Compaction:
  - 1. Aggregate surfaces shall be compacted to minimum required density.

PART 2 PRODUCTS

2.01 MATERIALS

- A. 3/8" to Fines
  - 1. Required Gradation:

<u>Sieve</u>	<u>% Passing</u>
3/8"	100
#4	75-90
#8	55-75
#16	35-50
#200	12-20

PART 3 EXECUTION

3.01 AGGREGATE SURFACES

- A. Place a minimum depth of 6 inches compacted in place.
- B. Compact to 98% maximum density.
- C. Adjust moisture content as required to achieve compaction.
- D. Grading:
  - 1. Finish surface grade to conform to the elevations and cross sections shown on the Plans.
  - 2. Contractor is responsible for verifying proper finish grades.

END OF SECTION

SECTION 02900  
SITE RESTORATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
  - 1. Work necessary to restore all disturbed surfaces and areas. Final seed bed preparation (raking) shall be conducted by contractor and be approved by ENGINEER prior to seeding and mulching.
  - 2. Work necessary to complete seeding for disturbed areas.
  - 3. Provide, establish, and maintain seed, mulch, and erosion control materials.
- B. Related Sections
  - 01025 MEASUREMENT AND PAYMENT
  - 02200 EARTHWORK
  - 02270 EROSION CONTROL

1.02 UNIT PRICES

All work under this Section shall be considered as incidental to construction, unless specifically indicated on the BID SCHEDULE and referred to in Section 01025 MEASUREMENT AND PAYMENT.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil: Provide topsoil as specified in Section 02200 EARTHWORK.
- B. Common Restoration seed mix for disturbed areas: Provide seed information, mix specifications and seeding rate prior to approval and purchase of material. Provide seed mixture per direction and approval of the Owner
- D. Mulching: Provide straw mulch conforming to MDOT Specification 8.21.11
- F. Netted mulch blanket - refer to section 02270 EROSION CONTROL

PART 3 EXECUTION

3.01 TOPSOIL PREPARATION

- A. General:
  - 1. Strip, screen, and stockpile topsoil for all irrigated lawn areas as called for in the plans.
  - 2. Prepare topsoil after finish grading of surfaces.
  - 3. Prepare soil to a friable condition by tilling, disking, harrowing, or otherwise loosening the soil to a depth of 4 inches.
  - 4. Break up all lumps of soil.
  - 5. Rake out all stones, rocks and debris larger than  $\frac{3}{4}$ ".
  - 6. Drill or broadcast method, placed no deeper than 1 inch.

3.03 SOWING TURF GRASS AND NO-MOW SEED

- A. Sow turf grass at a minimum rate of 150-175 pounds per acre, low maintenance at a minimum rate of 220 pounds per acre, or per suppliers recommendations as approved by the Professional.

- B. Method:
    - 1. Sow only while soil is in a friable condition.
    - 2. Do not sow through mulch.
    - 3. Sow seed mixture by mechanical broadcast method.
    - 4. Float seed sown by broadcast method so that 50% of the seed is mixed with the top ½" inch of the soil.
  - C. Hydro-seeding:
    - 1. Apply in 2-step process:
      - a. Apply seed with water and work into top inch of soil.
      - b. Apply wood fiber mulch after seeding with tackifier, final mulching method to be approved by LANDSCAPE ARCHITECT prior to installation.
      - c. Apply fertilizer with seed or before seeding. Work fertilizer into the top 2" of topsoil.
    - 2. Apply at a rate of 1440 pounds per acre for wood fiber mulch.
  - D. Watering:
    - 1. Water all seeded areas to establish a smooth and full vegetative cover. **IMPORTANT:** water application must occur to keep seed in a damp condition until germination takes place.
    - 2. Should erosion occur or the seed not grow within the guarantee period, re-grade and reseed the disturbed area at no additional cost.
  - E. Seasonal limitations:
    - 1. Apply seed between May 1 and September 1.
    - 2. Dormant seeding:
      - a. Permitted in limited areas to complete a project.
      - b. Apply after October 1, but not on frozen ground.
- 3.04 MULCHING
- A. Apply at a rate of 2 bales per 1000 square feet.
  - B. Method:
    - 1. Apply immediately after seeding.
    - 2. Apply evenly and loose enough to allow sunlight and air to penetrate, but thick enough to reduce the rate of evaporation and erosion.
    - 3. Apply mulch adhesive as necessary at a rate of 150 gallons per acre.

END OF SECTION

SECTION 10020

PREFABRICATED BOARDWALK SYSTEM  
(For Installation)

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Project includes action as necessary and/or required to provide labor and materials to perform the fabrication and delivery of prefabricated boardwalk system, including sealed shop drawing project submittals to be approved by the engineer. Boardwalk system to include but not limited to frames, decking, toe-kicks, railings, pan-foot supports, cross-bracing, and helical pile cap supports, and all hardware for connections of all boardwalk components as indicated on plans and specifications.

1.02 SUBMITTALS

- A. Business data:
  - a. Proof of business in good standing with all agencies including, reporting agencies, banks, and the state for which it operates
  - b. Proof of business operations greater than 6 years
  - c. Affidavit of employed American Welding Society certified welders
  - d. Three references for similar scale projects including prefabricated boardwalk system on pan foot and helical pile support.
- B. Product Data:
  - a. Manufacturer's material data sheets
  - b. Installation process and requirements
  - c. Shop drawings for all components of the steel framing, decking and railing components.
  - d. Structural calculation for boardwalk elements as required by engineer.
- C. Certificate of steel origin (United States)
- D. Lumber mill certifications
- E. Other product and process information may be required upon Owner or Engineer request.

PART 2- PRODUCTS

2.01 MATERIALS

- A. All frames and decking must meet or exceed International Building Code requirements of 100 psf load capacity.
- B. All frames and decking must meet or exceed necessary requirements to support a 5,000 lb. vehicular load, consisting of two equal tracked wheel loads spaced evenly.
- C. Galvanized structural steel frame sections constructed from ASTM A500 Structural Steel.
- D. Frame connections to be fabricated from ¼" A36 Structural Steel.
- E. Legs and leg-sleeves to be fabricated from ASTM A500 Structural Steel pipe.
- F. Entire post-fabrication frame assembly to be hot dipped galvanized with a minimum of 3.9 mill thickness of zinc-based galvanizing.
- G. All post-galvanized frame assemblies must be hand rasped and free of any sharp edges without compromising the galvanized integrity.
- H. All decking, deck framing, toe-kick rub rail and railing lumber components must meet the following criteria:
  - a. Framing Lumber:
    - i. Species: Southern yellow pine (SYP)
    - ii. Treatment: Pressure treated (for all lumber above ground and ground contact)

- iii. Copper azole (A-C) to retention of 0.15 pounds per cubic foot.
    - iv. Amine copper quaternary (ACQ) to 0.40 pounds per cubic foot.
    - v. Grade: No. 2 or better
  - b. Decking, toe-kick rub rail and railing lumber components:
    - i. Species: Southern yellow pine (SYP)
    - ii. Treatment: Pressure treated (for all lumber above ground and ground contact)
    - iii. Copper azole (CA-C) to retention of 0.15 pounds per cubic foot.
    - iv. Amine copper quaternary (ACQ) to 0.40 pounds per cubic foot.
    - v. Grade: No. 1 or better
  - c. Frame sections are to be adjustable and leveling. Height adjustments are to be constrained with a set bolt and 2 self-tapping screws per leg.
- I. All boardwalk surfaces are to be ADA compliant.

J. Acceptable Manufacturers:

Wickcraft Company, Inc.  
2317 Daniels Street  
Madison, WI 53718  
Phone: (608) 244-9177

Modular Trail Structures, LLC.  
PO Box 7383  
Madison, WI 53707  
Phone: (608) 609-9277

## 2.02 SUBMITTALS

- A. Preliminary Layout and Quantity Drawings (Pre-Bid)
  - a. Prospective boardwalk manufacturers to provide example schedule including general timelines for shop drawing process, material procurement, fabrication, and delivery. Example schedule to be used for Owner and installation contractor information only, for purposes of project planning and understanding of product fabrication and delivery timeline with relation to other project contracts.
  - b. Provide overview of proposed prefabricated boardwalk system including:
  - c. Typical connection details for boardwalk frames (structural and non-structural) and timber decking panels
  - d. Typical pan foot and helical pile bracket connection details including connection hardware type and size
  - e. Estimated number of typical and custom frames for base bid project and alternates
  - f. Provide dimensions for proposed typical frames. Also include information for weight of typical frame and timber decking panels.
- B. Boardwalk System Shop Drawings (Post-Bid)
  - a. Boardwalk manufacturer to supply full construction layout and installation drawings to be stamped and sealed by registered State of Michigan engineer. Drawings shall show full layout with standard and custom frames. Multiple rounds of shop drawing review and comment may occur prior to final shop drawing approval.
  - b. Engineer will supply initial boardwalk layout CAD file drawings for manufacturer use. Boardwalk manufacturer to provide full CAD layout drawings with each round of shop drawing review and submittal for engineer verification with site layout drawings. Final shop drawings shall be accompanied with CAD drawing showing individual frames, frame labels, pan foot locations, helical pile locations and other pertinent layout information important to layout verification and installation.

- c. Drawings shall indicate system structural design criteria as well as steel, lumber, finishing and hardware material and grade information. Additional engineer stamped design calculation package may be required for local building department permit requirements.
- d. Drawings shall show cross section details, installation connection details and other pertinent details of connections for pan foot and helical pile cap supports.
- e. At a minimum for installation contractor identification, custom frames shall have individual numbering that is shown on drawings and also welded on to or marked on frames as to not be masked by galvanization or wear off before installation. Use of markers to mark frames will not satisfy this requirement.

## 2.03 WARRANTY

- A. Workmanship of the frames shall be warrantied against defect for the life of the boardwalk. During this period, if the product is covered by the warranty and fails under normal use, manufacturer will repair or replace at original owners' discretion. The decking and other non-frame elements of the boardwalk are excluded. "Lifetime" is defined as the lifetime of the product in use.

## 2.04 QUALIFIED EQUALS

- A. Boardwalk materials, suppliers, and design must be submitted to the engineer no less than ten (10) day prior to bid close date. The use or substitution of a qualified equal boardwalk supplier, design, or material must be pre-approved prior to submitting bid and satisfy all pre-qualification criteria below.
- B. Pre-Qualification Criteria Submittal
  - a. Contractor/Supplier shall show evidence of at least five (5) years experience or evidence of comprehensive experience in their construction discipline and (3) years management experience of their respective business or related managerial equivalent experience.
  - b. Contractor/Supplier shall list the last five (3) construction projects completed including the names, addresses, and phone numbers of project contacts. Provide a brief description of each project and their respective contract amount.
  - c. Contractor/Suppliers shall furnish names and telephone numbers of at least two (2) employees with the authority to take necessary corrective actions in the event of an emergency to be readily available on a 24-hour emergency basis and can respond within two hours.
  - d. Contractor/Suppliers shall provide a resume or documentation that demonstrates experience of all managerial and supervisory personnel involved in the performance, design and fabrication product.
  - e. Contractor/Supplier shall provide an inventory of trade specific equipment owned and show evidence of equipment and facilities necessary to perform the work.
  - f. Contractor/Supplier shall furnish address of the nearest service office and/or warehouse facility.
  - g. Contractor/Supplier shall provide evidence of five (5) years of financial stability. Submittals can be the most recent audited financial statement, current balance sheet, annual report, or a letter of credit from the Contractor/Supplier's bank which includes the duration of professional relationship, lending experience, and average balance.

## PART 3- EXECUTION

### 3.01 BOARDWALK SYSTEM INSTALLATION AND ADJUSTMENTS

- A. The installation contractor shall be solely responsible for all installation permits (if required), safety, and environmental concerns. System shall be installed per plans, specifications and manufacturer's recommendations.
- B. All materials and construction practices for foundation, railing, and decks, are to be designed and installed per local codes and industry standards.
- C. Installed products are to be done so in accordance with manufacturer's instructions and recommendations to maintain warranty.
- D. Leg/pile locations must be determined suitable and adequate before installation.
  - a. Suitable and adequate is to be determined by the Engineer for the project.
  - b. Any necessary information about the site conditions including soil load conditions are to be provided by the Owner/Engineer.
- E. Installation contractor to verify all boardwalk sections are leveled and/or positioned to meet and maintain specified gradient (slope) as indicated on the plans and/or as follows:
  - a. Cross slope maximum: 1%
  - b. Longitudinal slope maximum: 5%
  - c. Longitudinal slope greater 5% shall be considered a ramp and have handrails. No ramps should exceed 8.33%.
- F. Installation contractor shall include releveled of all adjustable leg supported boardwalk sections as required through close-out and for the duration of one full season (inclusive of a full winter/spring freeze-thaw cycle).

END OF SECTION