CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:



GRAND HAVEN BEECHTREE CORRIDOR PARKING LOT

OWNER:

CITY OF GRAND HAVEN

519 WASHINGTON AVENUE GRAND HAVEN, MICHIGAN 49417 P: (616) 842-3210

ENGINEER:

ABONMARCHE

11 N. 6TH STREET GRAND HAVEN, MICHIGAN 49417 P: (616) 847-4070

JANUARY 2025

ENGINEER PROJECT NO. 24-1771

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END OF SECTION

ADVERTISEMENT FOR BIDS

CITY OF GRAND HAVEN GRAND HAVEN BEECHTREE CORRIDOR PARKING LOT

The City of Grand Haven (Owner) is requesting Bids for the construction of the following Project:

Grand Haven Beechtree Corridor Parking Lot Engineer Project No. 24-1771

Sealed bids for the construction of the Project will be received at the **Grand Haven City Hall – Clerk's Office** located at **519 Washington Avenue**, **Grand Haven**, **MI 49417** until **Wednesday**, **February 5, 2025** at **10:00 AM** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Construction of a new parking lot at the easternmost end of Washington Avenue, plus expansion of the Grand Haven-Spring Lake Wastewater Treatment Plant's existing parking lot in the City of Grand Haven.

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

https://www.abonmarche.com/bids/

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:

Abonmarche Consultants 11 North 6th Street Grand Haven, MI 49417

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM – 5:00 PM and may obtain copies of the Bidding Documents from the Issuing Office as described below. Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a fee of \$50.00 for each set. Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges.

There will not be a pre-bid conference held for this project.

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: City of Grand Haven Engineer: Abonmarche Consultants

By: Derek Gajdos By: Leah Bectel, PE
Title: Public Works Director Title: Project Manager

Date: January 15, 2025

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
 - A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 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.
- 2.02 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.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 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.
- 2.05 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.

2.06 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) that is readable by Adobe Acrobat Reader. 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.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 No pre-bid conference will be held for this project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 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.

5.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 Other Site-related Documents
 - A. No other Site-related documents are available.
- 5.04 Site Visit and Testing by Bidders
 - A. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - B. 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.

- C. 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.
- D. 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.

5.05 Owner's Safety Program

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 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 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 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. Engineer: Abonmarche Consultants

Contact: Madelyn Landry Phone: (616) 349-8014

Email: mlandry@abonmarche.com

B. Technical questions must be submitted via email and shall be entitled "Grand Haven Beechtree Corridor Parking Lot - RFI."

- 7.03 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.
- 7.04 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 8—BID SECURITY

- A Bid must be accompanied by Bid security made payable to Owner in an amount of <u>five (5%)</u> 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 Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 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.
- 8.03 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 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 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 9—CONTRACT TIMES

- 9.01 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.
- 9.02 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 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of

- material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 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 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 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.
- 11.02 Bidders shall include with their bid a list of the Subcontractors or Suppliers proposed for the Project.
- 11.03 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.
- 11.04 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 Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 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."
- 12.02 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.
- 12.03 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.
- 12.04 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.
- 12.05 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.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 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.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 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.
- 12.12 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 13—BASIS OF BID

13.01 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 Paragraph 13.03 of the General Conditions.

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.

13.02 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 Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 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.
- 14.02 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.
- 14.03 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 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 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.
- 15.02 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.
- 15.03 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 16—OPENING OF BIDS

16.01 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.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 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 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 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.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 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.

18.04 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. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.05 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.
- 18.06 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 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, 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.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 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 Paragraph 2.02 of the General Conditions.

SECTION 00 41 43 BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to:
 City of Grand Haven Clerk's Office
 519 Washington Avenue
 Grand Haven, MI 49417
 www.grandhaven.org
 Phone (616) 842-3210
- 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. Signed Addenda (if any);
 - C. List of Proposed Subcontractors;
 - D. List of Proposed Suppliers;
 - E. 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;
 - F. 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;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Grand Haven Beechtree Corridor Parking Lot					
Pay Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1100001	Mobilization, Max \$25,000	LSUM	1	\$	\$
2020006	Stump, Rem, 19 inch to 36 inch	Ea	2	\$	\$
2020007	Stump, Rem, 37 inch or Larger	Ea	1	\$	\$
2020008	Stump, Rem, 6 inch to 18 inch	Ea	4	\$	\$
2047011	Pavt, Rem, Modified	Syd	700	\$	\$
2050016	Excavation, Earth	Cyd	750	\$	\$
2050041	Subgrade Undercutting, Type II	Cyd	50	\$	\$
2057051	Site Grading	LSUM	1	\$	\$
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	5	\$	\$
2080036	Erosion Control, Silt Fence	Ft	500	\$	\$
3020020	Aggregate Base, 8 inch	Syd	1,660	\$	\$
4010047	Culv End Sect, Conc, 12 inch	Ea	1	\$	\$
4020987	Sewer, Cl IV, 12 inch, Tr Det B	Ft	20	\$	\$
4030005	Dr Structure Cover, Adj, Case 1	Ea	8	\$	\$
4030312	Dr Structure, Tap, 12 inch	Ea	1	\$	\$
4030390	Dr Structure, Temp Lowering	Ea	6	\$	\$
5010002	Cold Milling HMA Surface	Syd	620	\$	\$
5012024	HMA, 4EL	Ton	150	\$	\$
5012036	HMA, 5EL	Ton	200	\$	\$
8007060	Utility Relocation Allowance	Dlr	10,000	\$1.00	\$10,000.00
8010005	Driveway, Nonreinf Conc, 6 inch	Syd	35	\$	\$
8020023	Curb and Gutter, Conc, Det C4	Ft	250	\$	\$
8020050	Driveway Opening, Conc, Det M	Ft	50	\$	\$
8030030	Curb Ramp Opening, Conc	Ft	10	\$	\$
8032002	Curb Ramp, Conc, 6 inch	Sft	200	\$	\$
8037001	Detectable Warning Surface, Cast Iron	Ft	10	\$	\$
8037010	Sidewalk, Thickened Edge, 6 inch	Sft	810	\$	\$
8100371	Post, Steel, 3 pound	Ft	15	\$	\$
8100403	Sign, Type III, Rem	Ea	2	\$	\$
8100405	Sign, Type IIIB	Sft	5	\$	\$
8110293	Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, Blue	Ft	325	\$	\$
8110294	Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, White	Ft	1,110	\$	\$
8117001	Pavt Mrkg, Waterborne, 6 inch, Crosswalk	Ft	55	\$	\$

Grand Haven Beechtree Corridor Parking Lot					
Pay Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
8117050	Pavt Mrkg, Waterborne, Accessible Sym	Ea	4	\$	\$
8027051	Temporary Traffic Control	LSUM	1	\$	\$
8130010	Riprap, Plain	Syd	250	\$	\$
8162005	Slope Restoration, Non-Freeway, Type E	Syd	150	\$	\$
8182050	Conduit, DB, 1, 3 inch	Ft	200	\$	\$
8197050	Hh, Polymer Conc	Ea	3	\$	\$
8197050	Light Pole with Luminaire, Single	Ea	1	\$	\$
8197050	Light Pole with Luminaire, Tandem	Ea	1	\$	\$
Bid Total: \$					

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
- 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 Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 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 90 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 carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. 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.
 - 7. 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.
 - 8. 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.
 - 9. 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.

- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. 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 8.02.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.

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ip, or a joint venture, attach evidence of authority to sign.
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SECTION 00 43 13

BID BOND (PENAL SUM FORM)

Bidder	Surety		
Name:	Name:		
Address (principal place of business):	Address (principal place of business):		
Owner	Bid		
Name: City of Grand Haven	Project (name and location):		
Address (principal place of business):	Grand Haven Beechtree Corridor Parking Lot		
519 Washington Avenue	Project Grand Haven, MI		
Grand Haven, MI 49417	Grand naven, ivii		
	Bid Due Date: February 5, 2025		
Bond	Did Date Date. Tebruary 3, 2023		
Penal Sum:			
Date of Bond:			
	ereby, 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		
(5.116.	(5 H) (5 + 1) (6 + 1) (7 + 1)		
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)		
By: (Signature)	By: (Signature) (Attach Power of Attorney)		
Name: (Printed or typed)	Name:		
Title:	Title:		
Attest:	Attest:		
(Signature)	(Signature)		
Name:	Name:		
(Printed or typed)	(Printed or typed)		
Title:	Title:		
Notes: (1) Note: Addresses are to be used for giving any require ioint venturers, if necessary.	ed notice. (2) Provide execution by any additional parties, such as		

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum 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 does not in the aggregate exceed 120 days from the 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 will 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.

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

STATE OF	
COUNTY OF	
The undersigned bidder or agent, being duly sworn, on oath says member, representative, or agent of the firm, company, corporatio entered into any combination, collusion or agreement with any per anyone at such letting, nor to prevent any person from bidding not bidding, and that his bid is made without reference to any oth understanding, or combination with any other person in reference whatever.	n, or partnership represented by him, rson relative to the price to be bid by or to induce anyone to refrain from er bid and without any agreement,
Signature of Bidder or Agent	
Print Name	Position
For: Name of Firm	
Subscribed and sworn to before me this day of	, 2025.
My commission expires:	
Notary Public	

END OF SECTION

Non-Collusion Affidavit 00 45 19 - 1

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between _	City of Grand Haven	(Owner) 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:
 - Grand Haven Beechtree Corridor Parking Lot Project Construction of a new parking lot at the easternmost end of Washington Avenue, plus expansion of the Grand Haven-Spring Lake Wastewater Treatment Plant's existing parking lot in the City of Grand Haven.

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 the Owner and Engineer. This Contract 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. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. 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 editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Specifications listed in the Table of Contents.
 - 5. Drawings as listed on the Drawing Sheet Index.
 - Addenda.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is Abonmarche Consultants, Inc.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work shall Commence no earlier than **April 1, 2025** unless otherwise approved by the City and Engineer in writing.
- B. The Work will be substantially complete on or before June 13, 2025
- C. The Work will be completed and ready for final payment on or before June 27, 2025
- D. Work shall be completed Monday thru Friday. Work on Saturday and Sundays shall not be completed unless otherwise approved by the City and Engineer in writing.
- E. No Work shall be completed during the following time periods:
 - 1. Memorial Day Holiday Period May 24, 2025 at 7:00 AM until May 27, 2025 at 7:00 AM

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 for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$800 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 and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 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 their 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 to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the 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:

SEE ATTACHED BID

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. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall 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 shall 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.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM 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:

	State:		Statutory
	Employer's Liability:		
	Bodily Injury, each Accident	\$	Statutory
	Bodily Injury By Disease, each Employee	\$	Statutory
	Bodily Injury/Disease Aggregate	\$	500,000
b.	Commercial General Liability:		
	General Aggregate	\$	1,000,000
	Products - Completed Operations Aggregate	\$	1,000,000
	Personal and Advertising Injury	\$	1,000,000
	Each Occurrence (Bodily Injury and Property Damage)	\$	1,000,000
C.	Automobile Liability herein:	*	
	Bodily Injury:	Φ.	4 000 000
	Each Person	\$	1,000,000
	Each Accident	\$	1,000,000
	Property Damage:		
	Each Accident	\$	1,000,000
	Combined Single Limit of:	\$	
d.	Excess or Umbrella Liability:		
	Per Occurrence	\$	1,000,000
	General Aggregate	\$	1,000,000
e.	Contractor's Professional Liability:		
	Each Occurrence	\$	1,000,000
	General Aggregate	\$	1,000,000

- 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 prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall 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. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 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 shall 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 shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 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 shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability 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 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. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 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.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall 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.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed 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 and licenses 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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and 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 claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

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 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
 - 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.
- C. 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, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of 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).
- D. Contractor shall be responsible for coordinating any exchange of material 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.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples 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.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, 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 shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, 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 officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be 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, and other adjacent

areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, 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 and against all claims, costs, losses, and damages (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 out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's 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 Site and easements required to construct the Project.
- D. 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.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The 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 the 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.
- G. 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.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- 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, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or 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 on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. 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 the 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:
 - Changes in the 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;
 - 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.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or 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 after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written 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, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

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 shall 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 written 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 written 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 their observation, inspection, and testing. Contractor shall provide them 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. 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 shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure 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 such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, 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. The 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 of application for

payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with 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 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. 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.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or 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 seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. 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. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work

- substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall 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 written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, 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 shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents:
 - 2. Consent of the surety to final payment;
 - 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 disputes that Contractor believes are unsettled; 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.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- 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.

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 written 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 an extension of the Contract Times, or both, 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 ten days written notice that Owner is considering a declaration that Contractor is in default and 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 seven 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.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written 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, without duplication of any items:
 - Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 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 on account of loss of anticipated overhead, profits, or revenue, 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 90 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 seven days written 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:
 - Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor 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.
 - Contractor 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 Contract Documents.
 - Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 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 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 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.

17.03 No Waiver

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

17.04 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 or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

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

17.06 Controlling Law

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

IN WITNESS WHEREOF, Owner and Contracto	-
This Contract will be effective on	(which is the Effective Date of the Contract)
OWNER:	CONTRACTOR:
City of Grand Haven	
Ву:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
519 Washington Avenue	
Grand Haven, MI 49417	
	License No.:
	(where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other.	

evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

SECTION 00 51 00

NOTICE OF AWARD

Date o	f Issuance:			
Owner	:	City of Grand Haven	Owner's Project No.:	N/A
Engine	er:	Abonmarche Consultants	Engineer's Project No.:	24-1771
Project	t:	Grand Haven Beechtree Corridor P	arking Lot	
Contra	ct Name:	Grand Haven Beechtree Corridor P	arking Lot	
Bidder	:			
Bidder	's Address:			
		at Owner has accepted your Bid dated Bidder and are awarded a Contract fo		ract, and that you
	-	ew parking lot at the easternmost e g Lake Wastewater Treatment Plant'.		,
adjustm	ent based o	e of the awarded Contract is \$ on the provisions of the Contract, included Work performed on a cost-plus-fee	uding but not limited to those go	•
the Con	•	ed counterparts of the Agreement a nents accompanies this Notice of Aw y.		
	\square Drawing	s will be delivered separately from th	ne other Contract Documents.	
	st comply w of Award:	rith the following conditions precede	nt within 15 days of the date of	receipt of this
1.	Deliver to C	Owner three (3) counterparts of the A	Agreement, signed by Bidder (as	Contractor).
	payment bo	n the signed Agreement(s) the Contraction, and insurance documentation, I Conditions, Articles 2 and 6.		
		with these conditions within the time Notice of Award, and declare your Bio		o consider you in
counter	part of the	er you comply with the above condice Agreement, together with any accept 2.02 of the General Conditions.		· -
Owner	:	City of Grand Haven		
By (sig	nature):			
Name	(printed):			
Title:				
Сору:	Engineer			

SECTION 00 55 00 NOTICE TO PROCEED

Owner:	The City of Grand Haven	Owner's Project No.:	N/A
Engineer:	Abonmarche Consultants	Engineer's Project No.:	24-1771
Contractor:		Contractor's Project No.:	N/A
Project:	Grand Haven Beechtree Corridor Parkin	g Lot	
Contract Name:	Grand Haven Beechtree Corridor Parkin	g Lot	
Effective Date of C	Contract:		
Owner hereby noti	fies Contractor that the Contract Times _ pursuant to Paragraph 4.01 of the Gen		vill commence to
·	ractor shall start performing its obligatio Site prior to such date.	ns under the Contract Docu	ıments. No Work
In accordance with	the Agreement:		
•	nich Substantial Completion must be achi nal payment must be achieved is June 27		he date by which
Before starting any	Work at the Site, Contractor must compl	y with the following:	
No Additional I	Requirements.		
Owner:	City of Grand Haven		
By (signature):			
Name (printed):			
Title:			
Date Issued:			
Copy: Engineer			

SECTION 00 61 13.13 PERFORMANCE BOND

Contractor	Surety	
Name:	Name:	
Address (principal place of business):	Address (principal place of business):	
Owner	Contract	
Name: City of Grand Haven	Description (name and location):	
Mailing address (principal place of business):	Grand Haven Beechtree Corridor Parking Lot City of Grand Haven	
519 Washington Avenue		
Grand Haven, MI 49417	Contract Price:	
	Effective Date of Contract:	
Bond		
Bond Amount:		
Date of Bond:		
(Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☑ None ☐ See Paragraph 16		
Surety and Contractor, intending to be legally bound Performance Bond, do each cause this Performance agent, or representative.		
Contractor as Principal	Surety	
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)	
By:	Ву:	
(Signature)	(Signature)(Attach Power of Attorney)	
Name:	Name:	
(Printed or typed) Title:	(Printed or typed) Title:	
	Title.	
Attest:	Attest:	
(Signature)	(Signature)	
Name: (Printed or typed)	Name:(Printed or typed)	
Title:	Title:	
Notes: (1) Provide supplemental execution by any additional pa		
Contractor, Surety, Owner, or other party is considered plural w	here applicable.	

- 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

SECTION 00 61 13.16 PAYMENT BOND

Contract	or	Surety		
Name:		Name:		
Address (principal place of business):	Address (princi	pal place of business):	
Owner		Contract		
Name:	City of Grand Haven	Description (n	ame and location):	
Mailing a	ddress (principal place of business):		Beechtree Corridor Parking Lot	
519 Was	hington Avenue	City of Grand	Haven	
Grand Ha	aven, MI 49417	Contract Price		
			Effective Date of Contract:	
Dl		Effective Date	of Contract.	
Bond				
Bond Am				
Date of B				
1	nd cannot be earlier than Effective Date of Contract) ions to this Bond form:			
	☐ See Paragraph 18			
	nd Contractor, intending to be legally bou	nd hereby, subje	ect to the terms set forth in this	
	Bond, do each cause this Payment Bond	to be duly execu	ted by an authorized officer, agent, or	
represen	tative. or as Principal	Surety		
Contracti	or as i illicipal	Surety		
	(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)		
By:		By:		
-	(Signature)	• –	(Signature)(Attach Power of Attorney)	
Name:		Name: _		
	(Printed or typed)		(Printed or typed)	
Title:		Title: _		
Attest:		Attest:		
7 100001	(Signature)		(Signature)	
Name:		Name:		
	(Printed or typed)		(Printed or typed)	
Title:		Title: _		
	Provide supplemental execution by any additional p	· ·	venturers. (2) Any singular reference to	
contractor,	, Surety, Owner, or other party is considered plural	wпете аррисавіе.		

- 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: None

PROGRESS CLAUSE

ABONMARCHE:LNB 1 OF 1 01/07/2025

The Engineer anticipates that construction can begin no earlier than **April 1, 2025**. In no case shall any work be commenced prior to receipt of formal notice of award by the Department.

The Contractor shall prepare and submit a complete, detailed, signed Progress Schedule to the Engineer.

The project must be completely open to traffic by the open to traffic date of June 13, 2025.

The entire project must be completed by the final completion date of June 27, 2025.

Unless specific pay items are provided in the contract any extra costs incurred by the Contractor due to cold-weather protection and winter grading will not be paid for separately but will be included in the payment of other pay items in the contract.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time, and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project.

The named subcontractor(s) for Designated and/or Specialty Items, as shown in the Proposal, should attend the preconstruction meeting if such items materially affect the work schedule.

Failure by the Contractor to meet interim completion, open to traffic, and/or final completion dates will result in the assessment of liquidated damages in accordance with subsection 108.10 of the 2020 MDOT Standard Specifications for Construction.

COORDINATION CLAUSE

ABONMARCHE: LNB 1 OF 1 01/07/2025

The Contractor's attention is called to the requirements of cooperation with others as covered in Article 104.07 of the 2020 MDOT Standard Specifications for Construction.

The Contractor shall take due account of all such work and shall arrange his methods of operation and storage of materials and equipment so as to cause a minimum of interference with the work to be performed by other Contractors.

No claims for extra compensation or adjustments will be allowed for coordination efforts.

The following Contracts will be in effect during the life of this Project and may require direct coordination:

Contract: Fulton Avenue Reconstruction (1st to 5th)

Owner: City of Grand Haven

Contract: 2nd Street Sanitary Sewer Improvements

Owner: City of Grand Haven

Contract: Grand Haven 2025 Streets and Nonmotorized Path Resurfacing

Owner: City of Grand Haven

NOTICE TO BIDDERS UTILITY COORDINATION

ABONMARCHE:LNB 1 OF 1 01/07/2025

a. Description. The Contractor shall cooperate and coordinate construction activities with the Owners of utilities as stated in Section 104.08 of the Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.03 of the Standard Specifications for Construction.

For protection of underground utilities and in conformance with Public Act 53 of 1974, the Contractor shall dial 1-800-482-7171 or 811 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility Owners who may not be a part of the "Miss Dig" alert system.

b. Public Utilities. The following Public Utilities may have facilities located within the Right-of-Way:

Sewer and Water:

City of Grand Haven 1120 Jackson Street Grand Haven, MI 49417 Mike England (616) 847-3493

Telephone:

AT&T 245 East 24th Street Holland, MI 49423 Rick Arendsen (616) 392-7017

Fiber:

Comcast Rachel Gentry (248) 514-8613

Gas:

Michigan Gas 1708 Eaton Drive Grand Haven, MI 49417 Todd Subka (616) 844-7519

Cable:

Charter Communications 1433 Fulton Street Grand Haven, MI 49417 Brad Kulicamp (616) 607-2356

Electric:

Grand Haven BLP 1700 Eaton Drive Grand Haven, MI 49417 Robert Shelley (616) 607-1263

Pipeline:

Wolverine Pipeline Co. 8075 Creekside Dr., Ste. 210 Portage, MI 49024 Duncan Macleod (616) 916-0055

The Owners of existing service facilities that are within grading or structure limits will move them to locations designated by the Engineer or will remove them entirely from the Right-of-Way. Owners of Public Utilities will not be required to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

SPECIAL PROVISION FOR

ADOPTION OF MDOT STANDARD SPECIFICATION FOR CONSTRUCTION

ABON:LNB 1 OF 2 01/07/2025

a. Description. This project shall be conducted in accordance with the following Divisions and Sections of the MDOT 2020 Standard Specifications for Construction as well as the latest edition of MDOT Road and Bridge Standard Plans and Special Details.

These documents may be downloaded or ordered as follows:

MDOT Standard Specifications for Construction

Electronic File: Available in PDF Format at the Link Below Cost: Free

https://www.michigan.gov/mdot/0,4616,7-151-9622 11044 11357---,00.html

MDOT Road & Bridge Standard Plans

Electronic File: Available in PDF Format at the Link Below Cost: Free

https://mdotjboss.state.mi.us/stdplan/standardPlansHome.htm

This includes, but is not limited to earthwork, bases, subbases, preparation for paving, drainage, Hot Mix Asphalt Paving, and concrete paving, and incidental construction.

1. Division 1 – General Provisions (Selected Sections Only)

A. Closeout Procedure

- (1) Final payment will be made only upon achieving the following:
 - (a) Completion of all work included in the original proposal or subsequent contract modifications.
 - (b) Final Acceptance of the Work, including completion and acceptance of any Punchlist items, and receipt of all closeout documentation as possible pending final payment.
 - (c) Demobilization of the Contractor's (or subcontractor's) Materials, Machinery or Equipment from the site.
 - (d) Final Restoration of all lawn areas, including the removal of any temporary SESC Measures.

- 2. Division 2 Earthwork
- 3. Division 3 Bases
- 4. Division 4 Drainage Features
- 5. Division 5 HMA Pavements & Surface Treatments
- 6. Division 6 Portland Cement Concrete Pavements
- 7. Division 7 Structures
- 8. Division 8 Incidental Construction
- 9. Division 9 Materials
- 10. Division 10 Concrete Mixtures
- b. Materials. See Division 9
- c. Construction. See Individual Pay Items within each Division
- **d. Measurement and Payment.** Measurement and Payment set forth in the MDOT 2020 Standard Specifications for Construction shall prevail unless specified otherwise in the Contract Documents.

SPECIAL PROVISION FOR PAVT, REM, MODIFIED

ABON:LNB 1 OF 1 01/07/2025

- **a. Description**. This work shall be done in accordance with the requirements of section 204.03 of the MDOT 2020 Standard Specifications for Construction and as modified herein.
 - b. Materials. None Specified
- **c. Construction.** Remove entire depth of existing HMA, concrete pavement or sidewalk, rubblized concrete, brick pavers, or a combination thereof, regardless of thickness as part of this pay item.

Saw cutting to construct butt joints with existing pavement and as deemed necessary by the Engineer, shall be included with this pay item. To the greatest extent possible, saw cuts and butt joints shall be smooth, flush and free from broken edges and other deterioration. All costs for secondary cuts or new saw cuts to remove deteriorated and broken down edges shall be borne by the Contractor.

Existing Roadway Cross Sections and/or soil borings in the plans provide representative samples of the existing pavement sections.

Properly dispose of all removed materials.

d. Measurement and Payment. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
Pavt, Rem, Modified	Square Yard

SPECIAL PROVISION FOR SITE GRADING

ABON:LNB 1 OF 2 01/07/2025

- **a. Description.** This work shall be done in accordance with the requirements of section 205 of the 2020 MDOT Standard Specifications for Construction with the following exceptions:
 - b. Materials. Use fill material meeting the following:

- **c. Construction.** Grading shall be performed over the entire roadway from slope stake line to slope stake line areas within "right-of-way" or easements, and adjacent areas (as indicated by slope stake lines) from a datum extended either direction from the bottom of the proposed base grade as indicated on the plans.
 - 1. Item shall also include:
 - A. Stripping and stockpiling/disposal of topsoil.
 - B. Trenching, where shown on the plans along the edge of the roadway, to construct the proposed pavement section.
 - C. Removal of minor items including retaining walls, underdrains, shrubs, hedges, rocks, landscaping, etc. as called for on the plans.
 - D. Protection of roadway items, trees, landscaping and other improvements not designated for removal, where not paid for separately.
 - E. Stockpiling of materials
 - F. Protection of all open trenches and fencing or closing disturbed areas at the end of each day's work.
 - G. Grading for all lots, stormwater swales, sidewalks, and other land shaping items.
 - H. Any required excavation and/or embankment will be paid for separately under other items of work:
 - (1) Excavation, Earth = 750 Cubic Yards (Estimated)
 - (2) Embankment, CIP = 0 Cubic Yards (Estimated)

d. Measurement and Payment. The completed work as described will be measured and paid for at the contract unit price for the following pay item(s).

Pay Item Pay Unit

Site Grading LSUM

Site Grading will be paid at the contract lump sum price. Payment will include stripping of topsoil, trenching, grading, and trimming of earth necessary to prepare subgrade for construction of new parking lots, sidewalks, stormwater swales, and site features at the lines and grades shown on the plans. Payment includes removal of minor items not paid separately.

SPECIAL PROVISION FOR UTILITY RELOCATION ALLOWANCE

ABON:DWB 1 OF 1 01/07/2025

- **a. Description.** This provision covers work done by the contractor (as needed) to relocate or deepen utility lines that are in conflict in with the proposed improvements as shown on the plans
 - b. Materials. Materials shall be specified by each disrupted utility owner, as applicable
- **c. Construction.** Ensure construction methods meet the requirements specified by the owner of each utility company. Contractor shall not disturb, relocate, or deepen existing utilities prior to on-site consultation with utility company representatives. The Engineer shall be present for these meetings. All efforts should be made to have these work items undertaken by the owners of each respective utility prior to being undertaken directly by the contractor. Costs related to coordination with utility companies will not be paid under this provision and shall be included in other items of work.

Once a determination is made to have the contractor alter certain utility lines, the contractor shall track his labor and equipment hours along with material costs needed to complete the needed utility relocation work. A good faith estimate of relocation costs shall be provided to the owner and engineer, prior to commencement of any relocation work. Work on said relocation shall not begin until the provided estimate is reviewed and approved by all parties.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item Pay Unit

Utility Relocation Allowance

Allowance

Utility Relocation Allowance will be paid by force-account as approved per this provision. Payment includes all approved material, equipment, and labor costs borne by the contractor to deepen or relocate utilities in conflict with the proposed items of work. For bidding purposes, all bidders will have a set dollar amount applied towards the tabulation of their bid. This fixed amount is for clerical purposes only and is not representative of any payment amount to be made under this item.

SPECIAL PROVISION FOR DETECTABLE WARNING SURFACE CAST IRON

ABONMARCHE:RMK 1 OF 1 01/14/2025

- **a. Description**. This work consists of constructing and/or reconstructing curb ramps with cast iron detectable warning surfaces at the specified location(s). Complete this work according to the 2020 MDOT Standard Specifications for Construction and Standard Plan R-28 Series, except as modified herein.
- **b. Materials**. Provide detectable warning surfaces for tactile and visual warning that contrast visually with adjacent walking surfaces, either light-on-dark or dark-on-light. Provide cast iron detectable warning surfaces that conform to the dimensions shown on Standard Plan R-28 Series. All detectable warning surfaces shall be:

EJ Co.

P.O. Box 439

East Jordan, MI 49727 Phone: 800-874-4100

Product Name: EJ Cast Iron Detectable Warning Plate

Finish: Black Asphalt Dip

c. Construction. Construct curb ramps according to subsection 803.03 of the 2020 MDOT Standard Specifications for Construction and Standard Plan R-28 Series, of the thickness shown on the plans. Install detectable warning surfaces according to the manufacturer's instructions and Standard Plan R-28 Series.

When replacing gutters in addition to curb ramps, transition the gutter cross section in advance of the curb ramp to meet the dimensions and profile in Standard Plan R-28-series.

d. Measurement and Payment. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item Pay Unit

Detectable Warning Surface, Cast Iron

Foot

Detectable Warning Surface, Modified will be measured in place by length along the center of the 24-inch-wide detectable warning material at specified locations. Payment includes all labor, materials, and equipment to install detectable warning surface including the cost of surface preparation and application. All concrete work, as specified in subsection 803.04 of the 2020 MDOT Standard Specifications for Construction, required by this special provision will be measured and paid for separately.

SPECIAL PROVISION FOR THICKENED EDGE SIDEWALK

ABONMARCHE: DWB 1 OF 1 01/14/2025

- **a. Description.** This work shall be done in accordance with the requirements of Section 803 of the MDOT 2020 Standard Specifications for Construction, except as herein specified.
- **b. Materials.** Refer to Section 803 of the MDOT 2020 Standard Specifications for Construction.
- **c. Construction.** Construction shall be done in accordance with Section 803 of the MDOT 2020 Standard Specifications for Construction. Construct thickened edge sidewalk as detailed on the plans.
- d. **Measurement and Payment.** The complete work as measured for **Sidewalk, Thickened Edge, __ inch** will be paid for at the contract unit price for the following contract pay item and includes all materials, equipment and labor to complete this pay item.

Contract Item (Pay Item)	Pay Unit
Sidewalk, Thickened Edge,	_ inchSft

SPECIAL PROVISION FOR WATERBORNE SPECIAL PAVEMENT MARKINGS

ABON:LNB 1 OF 1 01/07/2025

- **a. Description.** This work consists of furnishing all labor, equipment, and materials necessary to install waterborne special pavement markings at the locations specified on the plans.
- **b. Materials.** Ensure materials meet the requirements of Sections 811 and 920 of the 2020 MDOT Standard Specifications for Construction. Ensure all permanent pavement markings placed under this special provision are placed with waterborne paint selected from the Qualified Products List (811.03D1).
- **c. Construction.** Ensure construction methods meet the requirements of Section 811 of the 2020 MDOT Standard Specifications for Construction. The second application for all pavement markings items is at the discretion of the Engineer.
- **d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, Blue	Foot
Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, White	Foot
Pavt Mrkg, Waterborne, 6 inch, Crosswalk	Foot
Pavt Mrkg, Waterborne, Accessible Symbol	Ea

SPECIAL PROVISION FOR TEMPORARY TRAFFIC CONTROL

ABON:LNB 1 OF 1 01/07/2025

- **a. Description**. This work shall be done in accordance with the requirements of sections 812 of the MDOT 2020 Standard Specifications for Construction and as modified herein.
- **b. Materials.** Temporary traffic control materials shall be per section 922 of the MDOT 2020 Standard Specifications for Construction
- **c. Construction.** Contractor shall submit a traffic control and phasing plan for approval by the engineer before starting construction. Contractor shall furnish and operate traffic devices as necessary to facilitate construction while maintaining traffic operations.
- **d. Measurement and Payment**. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
Temporary Traffic Control	LSUM

SPECIAL PROVISION FOR SITE LIGHTING

ABON:DWB 1 OF 1 01/07/2025

- **a. Description**. This work shall be done in accordance with the requirements of sections 818 and 819 of the MDOT 2020 Standard Specifications for Construction and as modified herein for the purpose of furnishing, erecting, and installing site lighting.
- **b. Materials.** Conduit, conductors, handholes and other electrical equipment shall be in accordance with section 918 of the 2020 MDOT Standard Specifications for Construction.

Concrete for foundations shall be MDOT Grade S2 in accordance with section 701 of the 2020 MDOT Standard Specifications for Construction.

Foundation anchor bolts shall be in accordance with section 921 of the 2020 MDOT Standard Specifications for Construction.

Lighting material shall be in accordance with the product information attached to this special provision

- **c. Construction.** Install light poles and fixtures at the locations indicated on the drawings. Poles shall be installed plumb with lamps installed in each luminaire. Pole bases, light poles, lighting fixtures, and associated items shall be installed per manufacturers specifications and sections 818 and 819 of the 2020 MDOT Standard Specifications for Construction.
- **d. Measurement and Payment**. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
Light Pole and Luminaire, Single	EA
Light Pole and Luminaire, Tandem	EA
Light Pole and Luminaire, shall include furnishing, erecting, and installing needed to support a functioning light pole as specified per the plans and this provision may include (but not limited to) foundation excavation, foundation construction, erepoles, installation of luminaire fixtures and lamps, running/connecting electrical wiring timer systems, and coordinating utility service connections.	ion. Work ction of light

Conduit and Handholes will be paid for separately and shall be traffic rated.

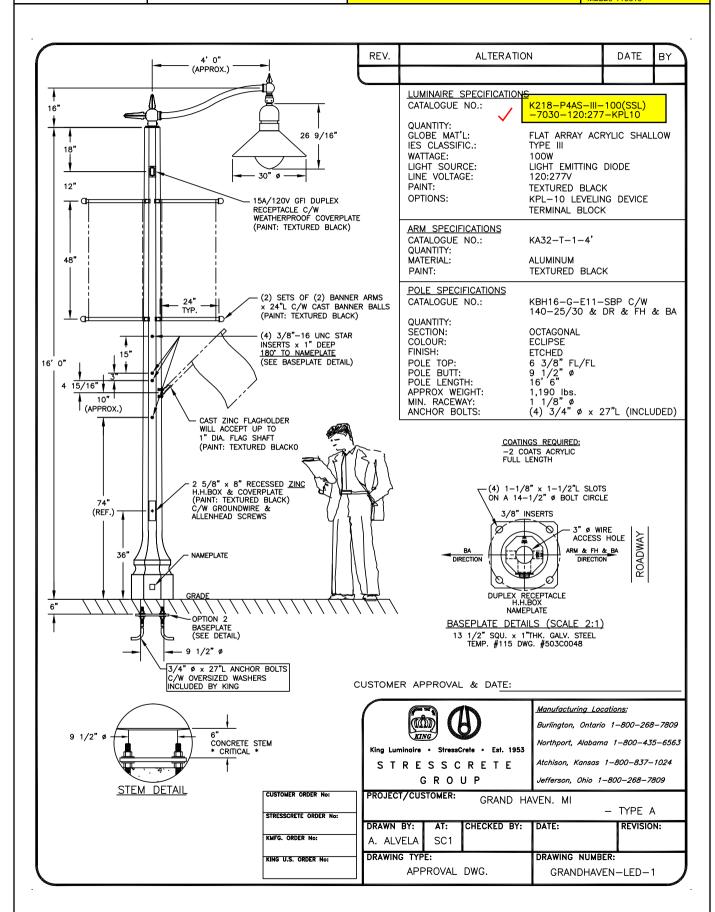
Submitted by Michigan Lighting Systems West

GraybaR.

Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Catalog Number: K218-P4AS-III-100(SSL)-7030-120:277-KPL10-4500K Notes: Type: HP-SINGLE





Submitted by Michigan Lighting Systems West **Catalog Number:** Type: GRAND HAVEN - BICENTENNIAL PARK
RIVERWATCH
Owner: City of Grand Haven Public Works (Grand
Haven) K218-P4AS-III-100(SSL)-7030-**HP-SINGLE** 120:277-KPL10-4500K GraybaR. Notes: MLS20-116619 BASE OF CONCRETE POLE FINISH SURFACE CONCRETE OR PAVERS STUB BASÉPLATE CRITICAL DIMENSION: ASSEMBLY 6" TO PLATE FROM FINISH FILL WITH 9" BELOW FINISH GRADE 5"TO TOP OF NON-SHRINK GROUT TO TOP OF CONCRETE ANCHOR BOLT CONCRETE BASE IN 24" SONOTUBE REFER TO CIVILOR ELECTRICAL DRAWINGS FOR DETAILS. CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- IN SIDEWALK NO SCALE

GraybaR.

Job Name: GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Haven) **Catalog Number:** K218-P4AS-III-100(SSL)-7030-120:277-KPL10-4500K Notes:

Type: **HP-SINGLE**

MLS20-116619

BASE OF CONCRETE POLE FINISH SURFACE OR GRADE STUB BASEPLATE ASSEMBLY CRITICAL DIMENSION: 6" TO PLATE FROM FINISH 9" BELOW FINISH GRADE TO TOP OF SONOTUBE **BACKFILL AROUND POLE** 5" TO TOP OF WITH NATIVE FILL ANCHOR BOLT FILL WITH NON-SHRINK GROUT, SLOPE TO EDGE FOR DRAINAGE CONCRETE BASE IN 24" SONOTUBE REFER TO CIVILOR ELECTRICAL DRAWINGS FOR DETAILS.

CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- IN GRASS NO SCALE

GraybaR.

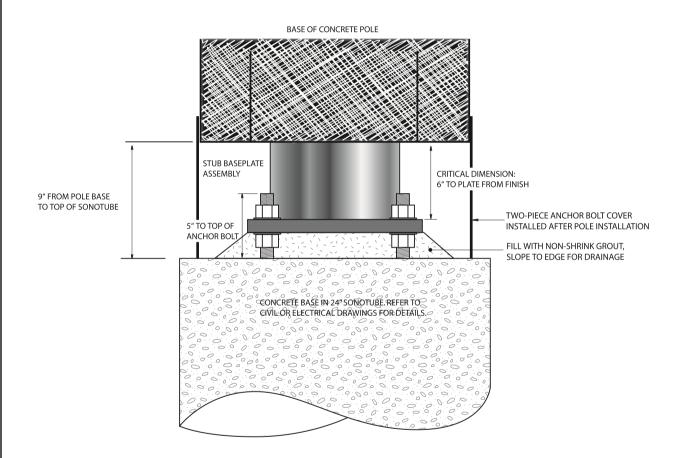
Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Haven)

Catalog Number: K218-P4AS-III-100(SSL)-7030-120:277-KPL10-4500K Notes:

Type: **HP-SINGLE**

MLS20-116619



CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- ON BASE NO SCALE

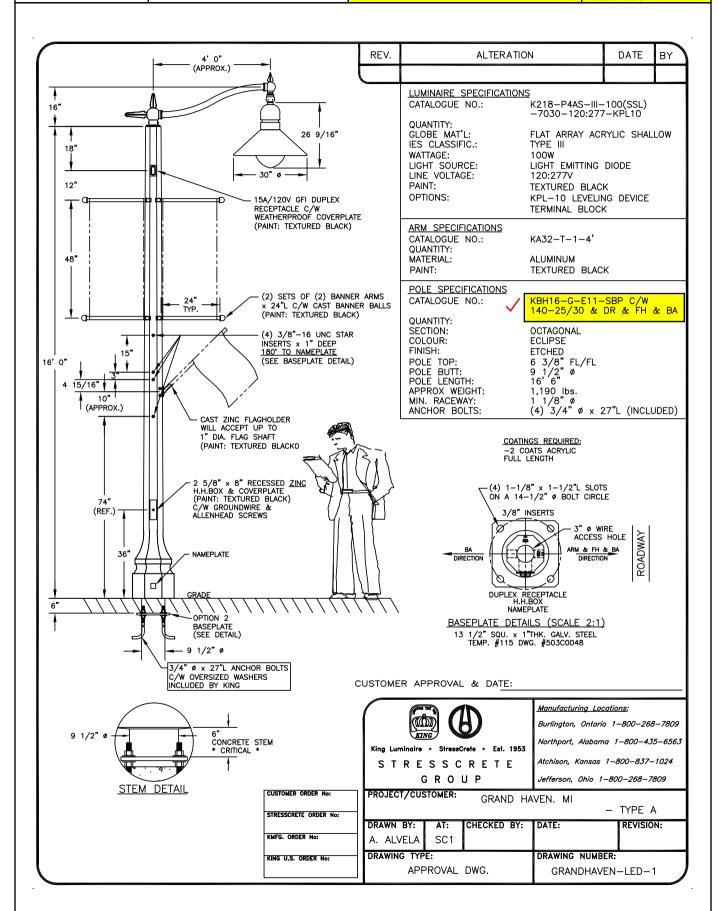
Submitted by Michigan Lighting Systems West

GraybaR.

Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Catalog Number: KBH16-G-E11-SBP-C/W-140-25/ 30&BA (2SETSOF2) &DR&FH&AB HP-SINGLE

MLS20-116619



Submitted by Michigan Lighting Systems West **Catalog Number:** Type: GRAND HAVEN - BICENTENNIAL PARK
RIVERWATCH
Owner: City of Grand Haven Public Works (Grand
Haven) KBH16-G-E11-SBP-C/W-140-25/ 30&BA (2SETSOF2) &DR&FH&AB **HP-SINGLE** GraybaR. Notes: MLS20-116619 BASE OF CONCRETE POLE FINISH SURFACE CONCRETE OR PAVERS STUB BASÉPLATE CRITICAL DIMENSION: ASSEMBLY 6" TO PLATE FROM FINISH FILL WITH 9" BELOW FINISH GRADE 5"TO TOP OF NON-SHRINK GROUT TO TOP OF CONCRETE ANCHOR BOLT CONCRETE BASE IN 24" SONOTUBE REFER TO CIVILOR ELECTRICAL DRAWINGS FOR DETAILS. CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- IN SIDEWALK NO SCALE



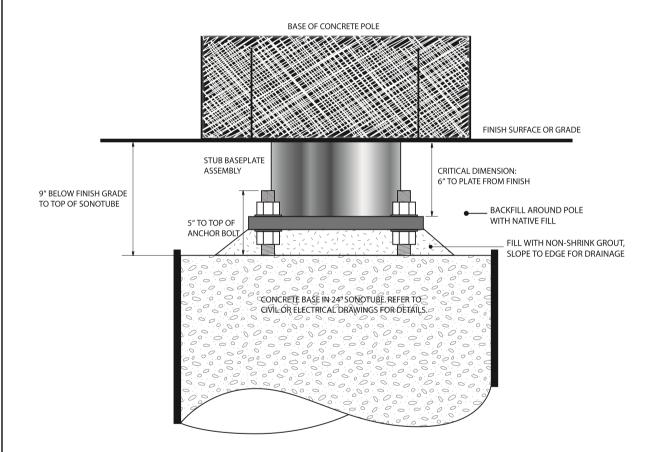
Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Haven)

Catalog Number: KBH16-G-E11-SBP-C/W-140-25/ 30&BA (2SETSOF2) &DR&FH&AB Notes:

Type: **HP-SINGLE**

MLS20-116619



CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- IN GRASS NO SCALE



9" FROM POLE BASE TO TOP OF SONOTUBE

Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Haven)

Catalog Number: KBH16-G-E11-SBP-C/W-140-25/ 30&BA (2SETSOF2) &DR&FH&AB Notes:

Type: **HP-SINGLE**

MLS20-116619

STUB BASEPLATE ASSEMBLY CRITICAL DIMENSION: 6" TO PLATE FROM FINISH TWO-PIECE ANCHOR BOLT COVER 5" TO TOP OF INSTALLED AFTER POLE INSTALLATION ANCHOR BOLT FILL WITH NON-SHRINK GROUT, SLOPE TO EDGE FOR DRAINAGE CONCRETE BASE IN 24" SONOTUBE REFER TO CIVILOR ELECTRICAL DRAWINGS FOR DETAILS.

CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- ON BASE NO SCALE

BASE OF CONCRETE POLE

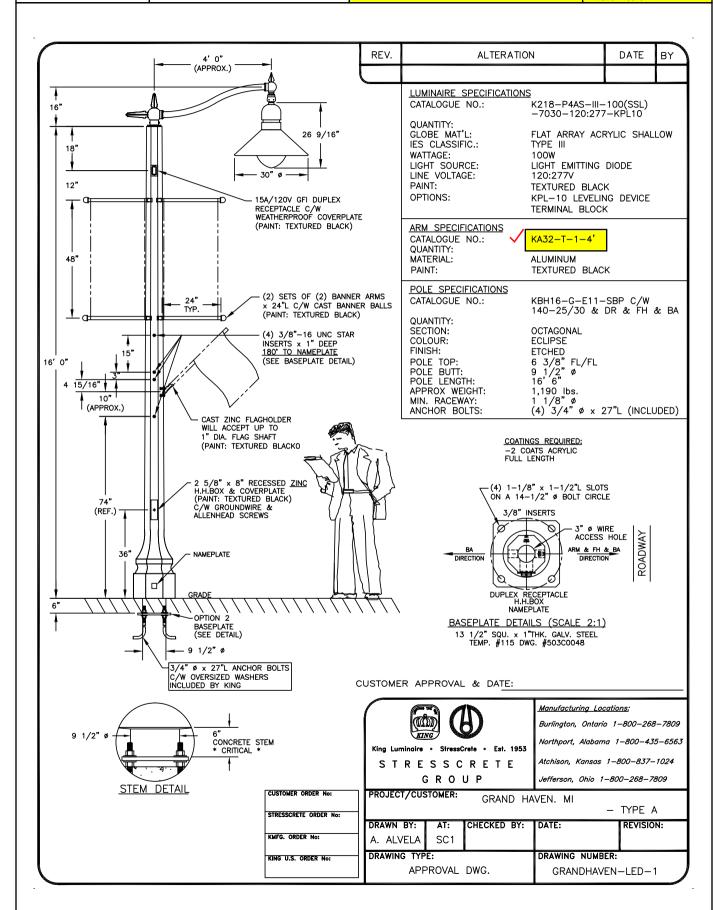
GraybaR.

Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH City of Grand Haven Public Works (Grand **Catalog Number:** KA32-T-1-48

Notes:

Type: **HP-SINGLE**



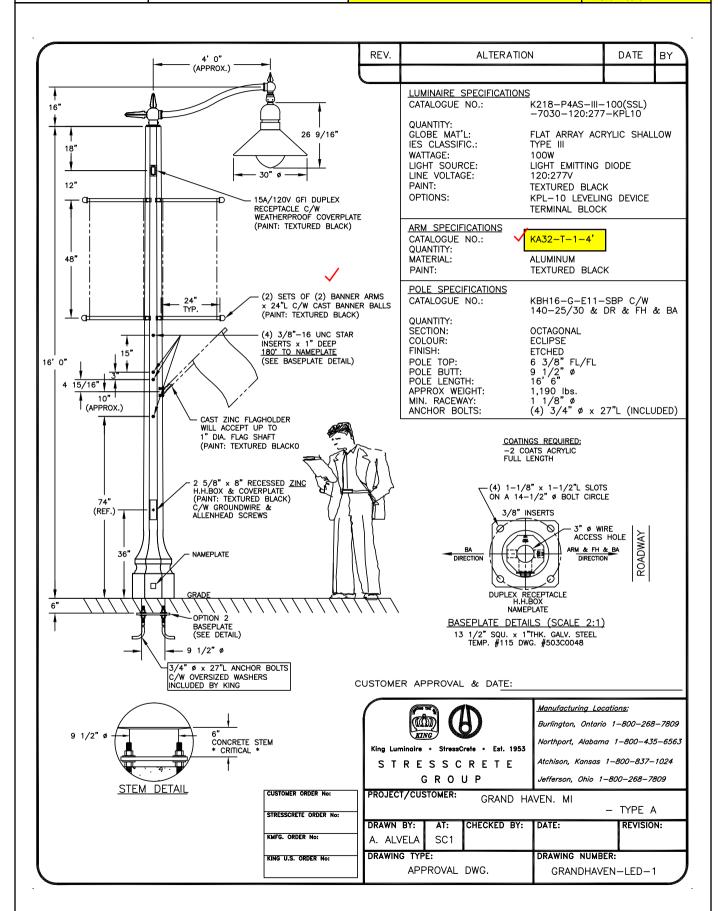
GraybaR.

Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Catalog Number: BANNER ARM BA-1 (2 ARMS)

Notes:

Type:
HP-SINGLE



GraybaR.

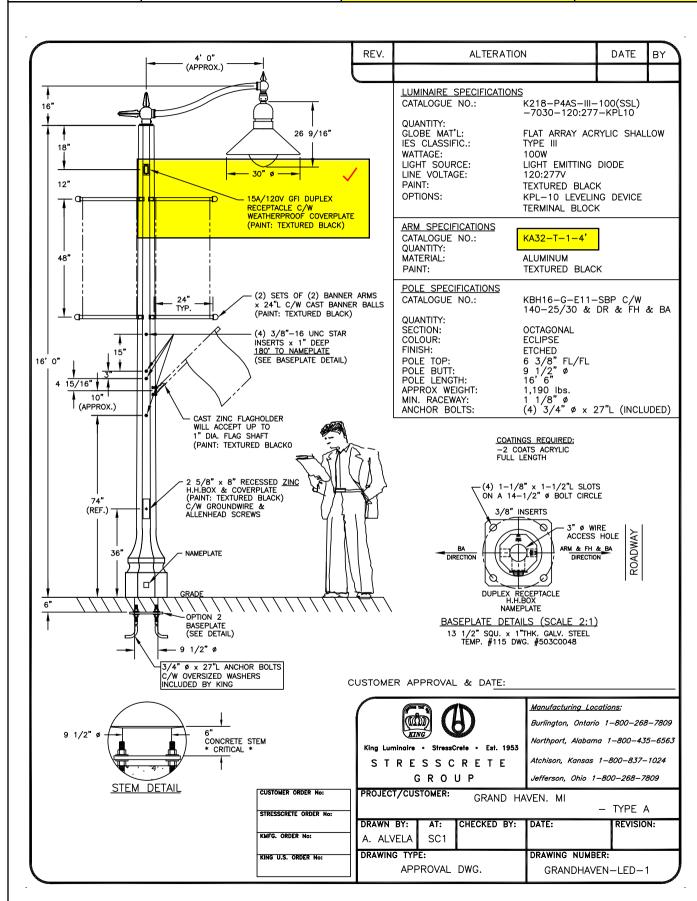
Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH City of Grand Haven Public Works (Grand **Catalog Number: GFI REPT**

Notes:

Type:

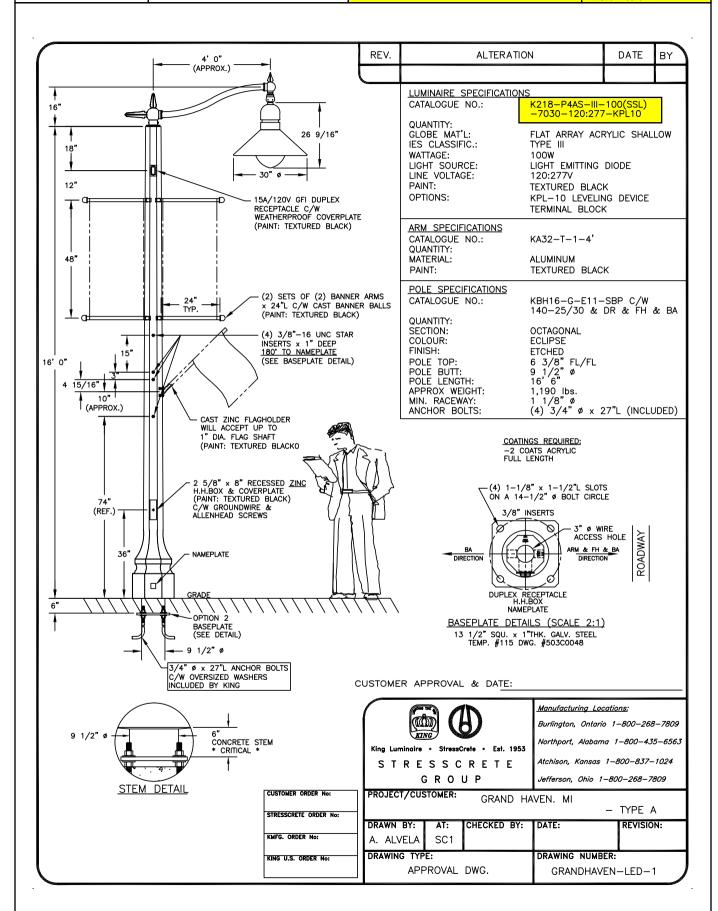
HP-SINGLE



GraybaR.

Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Catalog Number: K218-P4AS-III-100(SSL)-7030-120:277-KPL10-4500K Notes: Type: HP-TWIN



Submitted by Michigan Lighting Systems West **Catalog Number:** Type: GRAND HAVEN - BICENTENNIAL PARK
RIVERWATCH
Owner: City of Grand Haven Public Works (Grand
Haven) K218-P4AS-III-100(SSL)-7030-**HP-TWIN** 120:277-KPL10-4500K GraybaR. Notes: BASE OF CONCRETE POLE FINISH SURFACE CONCRETE OR PAVERS STUB BASÉPLATE CRITICAL DIMENSION: 6" TO PLATE FROM FINISH ASSEMBLY FILL WITH 9" BELOW FINISH GRADE 5"TO TOP OF NON-SHRINK GROUT TO TOP OF CONCRETE ANCHOR BOLT CONCRETE BASE IN 24" SONOTUBE REFER TO CIVILOR ELECTRICAL DRAWINGS FOR DETAILS. CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- IN SIDEWALK NO SCALE

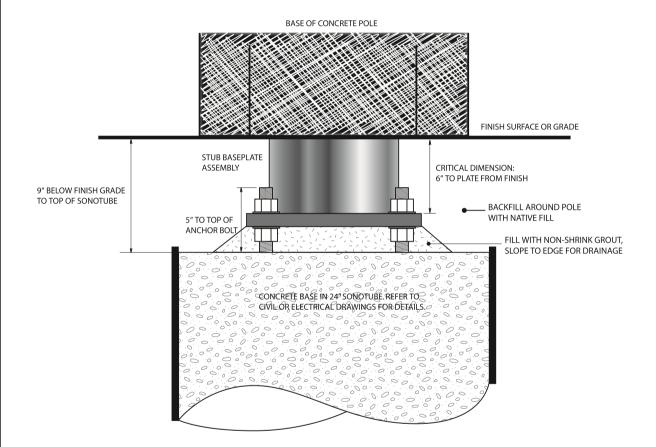


GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Haven)

Catalog Number: K218-P4AS-III-100(SSL)-7030-120:277-KPL10-4500K Notes:

Type: **HP-TWIN**

MLS20-116619



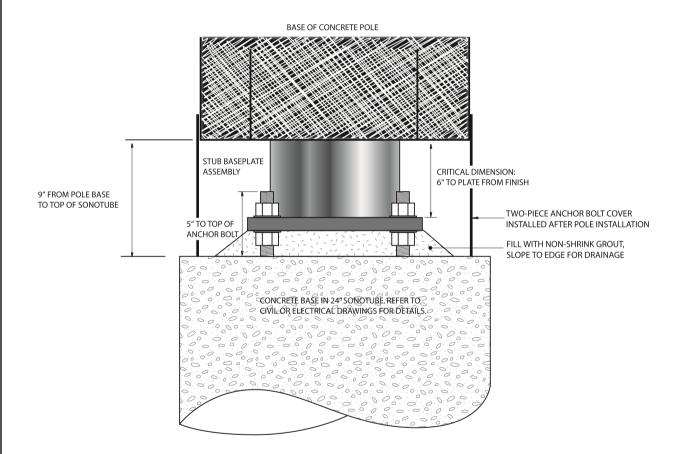
CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- IN GRASS NO SCALE



GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Haven)

Catalog Number: K218-P4AS-III-100(SSL)-7030-120:277-KPL10-4500K Notes:

Type: **HP-TWIN**

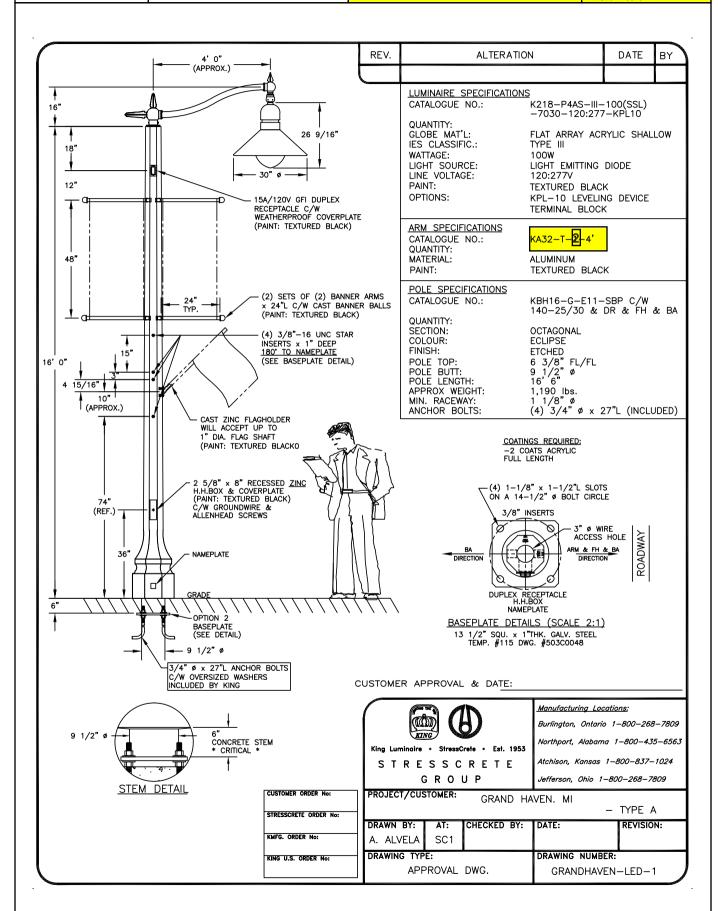


CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- ON BASE NO SCALE

GraybaR.

Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Catalog Number: KBH16-G-E11-SBP-C/W-140-25/ 30&BA (2SETSOF2) &DR&FH&AB Type: HP-TWIN



Submitted by Michigan Lighting Systems West **Catalog Number:** Type: GRAND HAVEN - BICENTENNIAL PARK
RIVERWATCH
Owner: City of Grand Haven Public Works (Grand
Haven) KBH16-G-E11-SBP-C/W-140-25/ 30&BA (2SETSOF2) &DR&FH&AB **HP-TWIN** GraybaR. Notes: BASE OF CONCRETE POLE FINISH SURFACE CONCRETE OR PAVERS STUB BASÉPLATE CRITICAL DIMENSION: ASSEMBLY 6" TO PLATE FROM FINISH FILL WITH 9" BELOW FINISH GRADE 5"TO TOP OF NON-SHRINK GROUT TO TOP OF CONCRETE ANCHOR BOLT CONCRETE BASE IN 24" SONOTUBE REFER TO CIVILOR ELECTRICAL DRAWINGS FOR DETAILS. CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- IN SIDEWALK NO SCALE

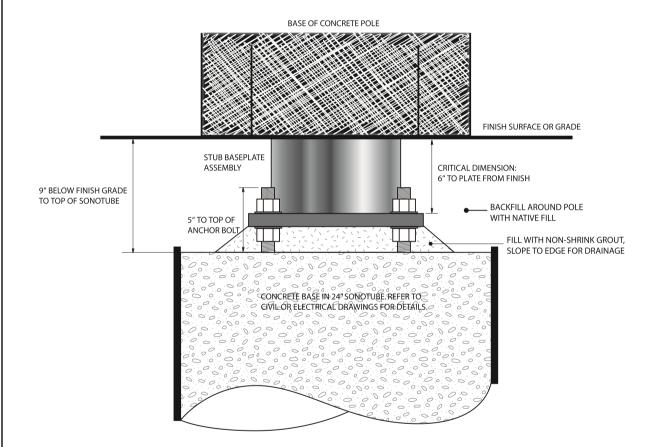


GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Haven)

Catalog Number: KBH16-G-E11-SBP-C/W-140-25/ 30&BA (2SETSOF2) &DR&FH&AB Notes:

Type: **HP-TWIN**

MLS20-116619



CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- IN GRASS NO SCALE



GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Haven)

Catalog Number: KBH16-G-E11-SBP-C/W-140-25/ 30&BA (2SETSOF2) &DR&FH&AB Notes:

Type: **HP-TWIN**

BASE OF CONCRETE POLE STUB BASEPLATE ASSEMBLY CRITICAL DIMENSION: 6" TO PLATE FROM FINISH 9" FROM POLE BASE TO TOP OF SONOTUBE TWO-PIECE ANCHOR BOLT COVER 5" TO TOP OF INSTALLED AFTER POLE INSTALLATION ANCHOR BOLT FILL WITH NON-SHRINK GROUT, SLOPE TO EDGE FOR DRAINAGE CONCRETE BASE IN 24" SONOTUBE REFER TO CIVILOR ELECTRICAL DRAWINGS FOR DETAILS.

CITY OF GRAND HAVEN - CONCRETE POLE INSTALLATION DIMENSIONS- ON BASE NO SCALE

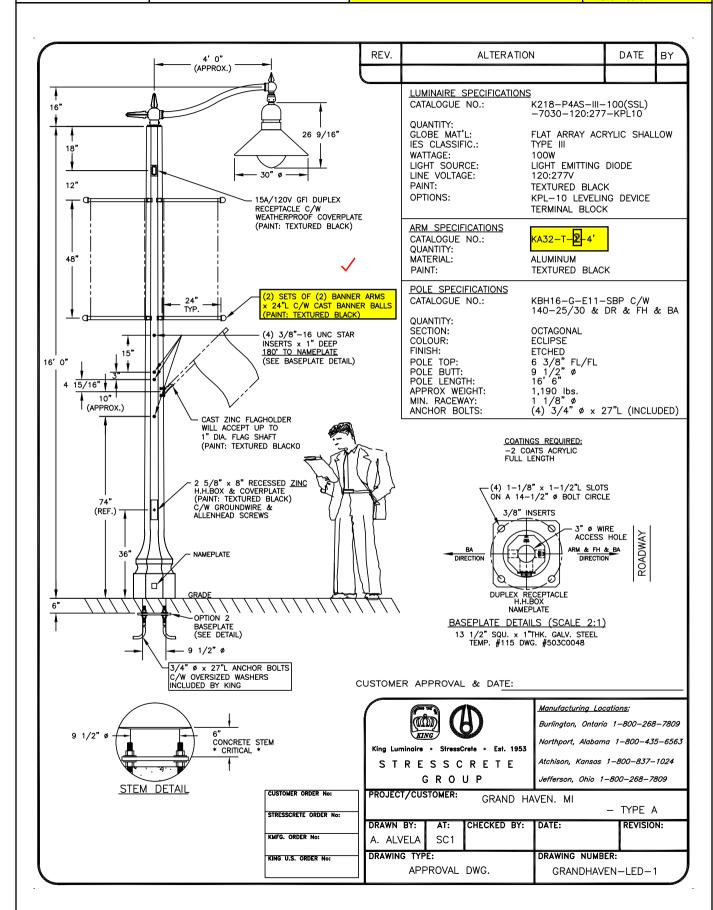
GraybaR.

Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH City of Grand Haven Public Works (Grand **Catalog Number:** KA32-T-2-48

Notes:

Type: **HP-TWIN**



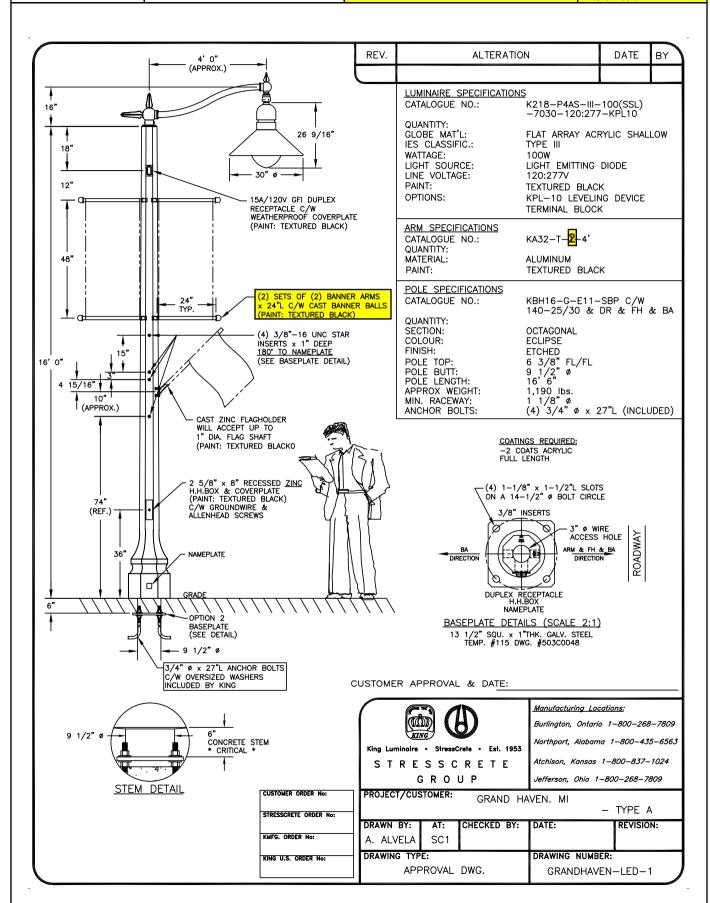
GraybaR.

Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH Owner: City of Grand Haven Public Works (Grand Catalog Number: BANNER ARM BA-1 (2 ARMS)

Notes:

HP-TWIN



GraybaR.

Job Name:

GRAND HAVEN - BICENTENNIAL PARK RIVERWATCH City of Grand Haven Public Works (Grand **Catalog Number: GFI REPT**

Notes:

Type: **HP-TWIN**

