

CONTRACT DOCUMENTS
FOR
PLACID WAY PARK IMPROVEMENTS



Thursday, February 23, 2012

ITB- 4209

PARKS AND RECREATION SERVICES
Administering Department

CITY OF ANN ARBOR
301 E. Huron Street
Ann Arbor, Michigan 48104

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ADVERTISEMENT FOR
PLACID WAY PARK IMPROVEMENTS
CITY OF ANN ARBOR, MICHIGAN

BID NO. 4209

Sealed Bids that include an original bid document and one additional proposal section copy will be received by the **Procurement Office, Finance Services, located on the 5th floor of the Guy Larcom Municipal Building, Ann Arbor, Michigan on or before Thursday, February 23, 2012 at 10:00 a.m.** local time for renovations to Placid Way Park and all associated work as specified and detailed. Bids will be publicly opened and read aloud at this time. Prospective submitters are responsible for timely receipt of their proposal. Late proposals will not be considered.

Work to be done includes removing the existing play area, grading, supplying and installing new play equipment, park furniture, landscaping, and all other associated work.

Bid documents entirely downloadable on the Michigan Governmental Trade/BidNet (MITN) website at www.govbids.org and on the Purchasing page of the City of Ann Arbor's website at www.a2gov.org/government/financeadminservices/procurement/Pages/OpenBidsandProposals.aspx on or after or after Monday, February 6, 2012. The City will not be distributing paper copies of the plan or specifications.

Each proposal shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A proposal, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 45 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information on bid documents may be obtained from the Procurement Office, (734) 794-6500 ext.42506.

CITY OF ANN ARBOR, MICHIGAN

City of Ann Arbor
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- _____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
- _____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.83/hour when health care is provided, or no less than \$13.19/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2011/12.

b) Please check the boxes below which apply to your workforce:

☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____

OR

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____

- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor - 734/794-6500 fax: 734/994-1795

→ *New rate effective April 30, 2011* ←

\$11.83 per hour
if the employer provides health
care benefits*

\$13.19 per hour
if the employer does **NOT**
provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time ***must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.***

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violations of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

For Additional Information or to File a Complaint
Contact:
Linda Newton
Procurement Officer

734/794-6576 or lnewton@a2gov.org

Health Care benefits includes those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The law requires employers to display this poster where employees can readily see it.

CITY OF ANN ARBOR PROCUREMENT OFFICE
CONTRACT COMPLIANCE FORM
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ \Name of President _____

Address _____ County _____ Phone # _____

(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____

(Area Code)

EMPLOYMENT DATA

Job Categories	<i>Number of Employees</i>												
	<i>Male</i>						<i>Female</i>						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	TOTAL COLUMNS A-M
	A	B	C	D	F	G	H	I	J	K	L	M	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**CITY OF ANN ARBOR PROCUREMENT OFFICE
CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees												
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific	American Indian or Alaska Native	TOTAL COLUMNS A-M
	A	B	C	D	F	G	H	I	J	K	L	M	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

NOTICE OF PRE-BID CONFERENCE

A pre-bid meeting will be held at Placid Way Park (located at the northern end of Tuebingen Parkway at Placid Way – see location map) on Monday, February 13, 2012 at 10 a.m.

Questions may be emailed to Amy Kuras at akuras@a2gov.org. If any questions arise whose answers constitute modifications to the bid documents, an addendum will be issued. This meeting is highly recommended.

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Department in cases where access to the site must be arranged by the City.

Any proposal which does not fully conform with these instructions may be rejected.

Proposals

Proposals must be submitted on the "Proposal Forms" and "Bid Forms" provided, with each blank properly filled in. **Sealed Bids that include a complete original bid document and one additional proposal section copy must be received** by the City of Ann Arbor Procurement Office, Fifth Floor, City Hall, Ann Arbor, Michigan, at the time stipulated in the Advertisement, which promptly thereafter proposals will be publicly opened and read aloud. Each proposal must be enclosed in a sealed envelope, endorsed across one end:

BID #4209, Proposal for PLACID WAY PARK

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the lump sum and unit prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing proposals, the City will give consideration to alternate proposals for items listed in the forms, or other alternates which the Bidder may wish to submit, but preference will be given to Base Bid Proposals.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Bid Security

Each proposal must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Human Rights Information

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the two pages of Human Rights Division Contract Compliance Forms (copy attached) or an acceptable equivalent.

Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages or of a living wage to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and may be required to provide documentary proof of compliance when requested.

Major Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.



PROPOSAL

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this proposal is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price.

The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Proposal shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 23RD DAY OF FEB, 2012.

MICHIGAN RECREATIONAL CONSTRUCTION, INC.
Bidder's/Contractor Name

P.O. Box 2127, BRIGHTON MI
Official Address 48116


Authorized Signature of Bidder

517. 545. 7122
Telephone Number

CRAIG A. SHEFFER, PRESIDENT
(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of MICHIGAN, for whom CRAIG A. SHEFFER, bearing the office title of PRESIDENT, whose signature is affixed to this proposal is authorized to execute contracts.

~~* A partnership, list all members and the street and mailing address of each:~~

Also identify the County and State where partnership papers are filed:

~~County of _____, State of _____~~

~~* An individual, whose signature with address, is affixed to this proposal: _____~~
(initial here)

BID FORMS
PLACID WAY IMPROVEMENTS
BID #4209

<u>Item Description</u>	<u>Est Quantity</u>		<u>Unit Price</u>	<u>Total Price</u>
1. Remove existing play equipment, edging, benches, picnic table, and sand and wood fiber surfacing and dispose off site		LS		\$ <u>2,160.00</u>
2. Excavate and grade play areas		LS		\$ <u>2,420.00</u>
3. Supply and install new play equipment, including structure, tire swing, double bay strap and tot swings, teeter totter, spinning seats, cable climber and two in-ground benches*		LS		\$ <u>53,109.00</u>
4. Supply and install 6 x 6 landscape timbers for playground, swings and climbing structure. Two courses, inside edges chamfered	635	LF	\$ <u>6.00</u>	\$ <u>3,810.00</u>
5. Supply and install 4 oz non-woven geotextile for play area, swings, 2 layers below and above pea gravel with 6" overlap and extending to timber edging	870	SY	\$ <u>1.70</u>	\$ <u>1,479.00</u>
6. Supply and install 3" pea gravel for play areas and swings	36	CY	\$ <u>32.50</u>	\$ <u>1,170.00</u>
7. Supply and install engineered wood fiber, 12" depth after compaction for play areas and swings	145 170	CY	\$ <u>26.50</u>	\$ <u>4,505.00</u>
8. Supply and install picnic tables on concrete pads	2	EA	\$ <u>1,700.00</u>	\$ <u>3,400.00</u>
9. Supply and install bench on concrete pad	1	EA	\$ <u>1,250.00</u>	\$ <u>1,250.00</u>
10. Supply and install Tulip tree, Liriodendron Tulipifera, 1 3/4 -2" b&b	5	EA	\$ <u>350.00</u>	\$ <u>1,750.00</u>
11. Cedar mulch woodchipbed for tree area, 3" depth	610	SF	\$ <u>.70</u>	\$ <u>427.00</u>
12. General Conditions: SESC permit, mobilization, bonds, restoration to equal or better condition.		LS		\$ <u>4,500.00</u>
TOTAL BID FOR PLACID WAY PARK				\$ <u>79,980.00</u>

*Equipment is to be delivered to contractor's yard and stored until ready for installation. Contractor is re

INFORMATIVE PRICES FOR SUPPLYING PLAYGROUND EQUIPMENT

PRICES FOR EACH ITEM MUST BE INCLUDED AS PART OF THIS BID. IF ALTERNATES ARE PROVIDED, THE DETAILED SPECIFICATIONS AND DIAGRAM/LAYOUT MUST BE PROVIDED WITH BID, AND ALTERNATE SUPPLIERS/EQUIPMENT MUST BE LISTED ON PAGE BF-6.

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Gametime Playground Structure as shown on plans (See technical specifications for components and layout).	LS		<u>\$ 18,443.00</u>
Dynamo DX-802 Climbing Net, Gametime	1 EA		<u>\$ 13,434.00</u>
Two-bay Swings, 5" O.D. pipes, arch swing style, including two strap swings, and two full-surround tot swings, Gametime 10847 and 10848	1 EA		<u>\$ 3,605.00</u>
Tire Swing, 5" O.D. pipes, arch swing style GameTime 10777	1 EA		<u>\$ 2,454.00</u>
Picnic Table, UltraSite, in ground, 6' length single post, solid recycled plastic tops and seats #P337S-CDR6	2 EA	<u>\$ 1,072.00</u>	<u>\$ 2,144.00</u>
Whirlwind spinning seat, Gametime, straight post #6143	2 EA	<u>\$ 487.00</u>	<u>\$ 974.00</u>
See Saw, Gametime, #6129	1 EA		<u>\$ 1,247.00</u>
In-ground 6' length bench, 3" x 4" recycled plastic slats, Powder coated frame, Blue Valley Industries	2 EA	<u>\$ 866.00</u>	<u>\$ 1,732.00</u>
Bolt down bench, 6' length, recycled plastic slats, 3" x 4" slats, powder coated frame Blue Valley Industries, BV-337-5PL	1 EA		<u>\$ 866.00</u>

Colors for all equipment to be chosen after bid is awarded.

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct/Amount</u>
AA-Placid Way 2	Playmaker Structure w/ 5" OD posts & 9 Play Events for 40 Users (2-5)	- \$ 3,100.00
PlayWeb Lite (new item)	PlayWeb w/ Inground Mount & 691' cu volume 12' 9" sq x 10' 5" h; Fall Ht = 7' ASTM 01487 & CPSC compliant	- \$ 2,900.00
Swings	Playworld 5" OD 2-Bay Arch Swings w/ 2 belt seats & 2 tot seats	- \$ 900.00
SW-500-Tire	Playworld Tire Swing	- \$ 560.00
ZZXX0065	PW Spin Cup x 2	- \$ 40.00
ZZXX0650	PW Wave Rider Seesaw	- \$ 400.00

ALTERNATE EQUIPMENT PROVIDED BY PLAY WORLD
SPECIFICATIONS INCLUDED IN BID.

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the contract.

Signature of Authorized Representative of Bidder

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

PROPOSED TIME LINE:

WORK WILL BE STARTED IMMEDIATELY UPON RECEIPT OF CONTRACT + COMPLETED BY THE FOLLOWING TIME LINE WHICH ALLOWS FOR EQUIPMENT LEAD TIME + DELIVERY.

WEEK 1: COLOR SELECTION
PLAY EQUIPMENT + SITE FURNISHINGS ORDERED

WEEK 2,3,4: PLAYGROUND REMOVALS
SITE PREPARATION
TAKE DELIVERY OF EQUIPMENT AT THE END OF THIS TIME FRAME.

WEEK 5: INSTALL PLAY EQUIPMENT + SITE FURNISHINGS

WEEK 6: INSTALL SAFETY SURFACING
RESTORATION
FINAL WALK-THROUGH

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the contract.

Signature of Authorized Representative of Bidder

BID FORM

Section 4 - Major Subcontractors

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
N/A		
MRCI PLANS TO DO ALL WORK ON THIS PROJECT WITH MRCI EMPLOYEES.		

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder

 , PRESIDENT

CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2012, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron St., Ann Arbor, Michigan 48107 (“City”) and _____.

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled “PLACID WAY PARK IMPROVEMENTS” in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract	General Conditions
Compliance Forms	Standard Specifications
Living Wage Declaration of	Detailed Specifications
Compliance Forms	Plans
(if applicable)	Addenda
Bid Forms	
Proposal	
Contract and Exhibits	
Bonds	

ARTICLE II - Definitions

Administering Service area means Parks and Recreation Services

Supervising Professional means Sumedh Bahl or other persons acting under the authorization of the Director of the Administering Department.

Project means **Placid Way Park Improvements - Bid No. 4209**

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately after the Contractor’s receipt of a fully executed Contract.
- (B) The entire work for this Contract shall be completed within 30 consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount

equal to **\$50.00** for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of:

_____ Dollars	\$ _____
Use words	Use numbers

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the contract documents.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing..

ARTICLE IX - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By: _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____

John Hieftje, Mayor

By _____

Jacqueline Beaudry, City Clerk

Approved as to substance

By _____

Steven D. Powers, City Administrator

By _____

Sumedh Bahl, Community Services
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$_____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated _____, for: _____ and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2012.

(Name of Surety Company)

(Name of Principal)

By

(Signature)

By

(Signature)

Its

(Title of Office)

Its

(Title of Office)

Name and address of agent:

Approved as to form:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

- (1) _____ of _____, (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City, dated _____, for: _____; and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 2012.

(Name of Surety Company)

(Name of Principal)

By
(Signature)

By
(Signature)

Its
(Title of Office)

Its
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 3 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Drawings/Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Proposal.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$11.71 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$13.06 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2012, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the year 20 12. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior

calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1:815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

Section 5 - Non-Discrimination

The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

- (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or

performed or the goods or properties to be furnished or delivered to the City under this contract.

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price

shall be made.

Section 18 - Correction of Work Before Final Payment

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

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;

- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and The City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred.

The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right to Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its

expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property

damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name

of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

- D. Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company 's Key Rating Guide of 'A' Overall and a minimum Financial Size Category of 'V'. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 201____, to
_____, 20____, performed any work, furnished any materials, sustained any loss, damage or
delay, or otherwise done anything in addition to the regular items (or executed change orders) set
forth _____ in _____ the _____ Contract _____ titled

_____,
for which I shall ask, demand, sue for, or claim compensation or extension of time from the City,
except as I hereby make claim for additional compensation or extension of time as set forth on the
attached itemized statement. I further declare that I have paid all payroll obligations related to this
Contract that have become due during the above period and that all invoices related to this Contract
received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement
attached regarding a request for additional compensation or extension of time.

Contractor

Date

By
(Signature)

Its
(Title of Office)

Past due invoices, if any, are listed below.

Section 44

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, _____, represents that on _____ 20__, it was awarded a contract by the City of Ann Arbor, Michigan to _____ under the terms and conditions of a Contract titled _____.

The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

Contractor

By

(Signature)

Its

(Title of Office)

Subscribed and sworn to before me, on this _____ day of _____, 2012

_____, _____ County, Michigan

Notary Public

My commission expires on:

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

A copy of the Public Services Department Standard Specifications may be purchased from the Engineering Division, (Fourth Floor, City Hall, Ann Arbor, Michigan), for \$35.00 per copy. In addition, a copy of these Standard Specifications is available for public viewing at the Engineering Division office, for review Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m. In addition, a copy of these Standard Specifications is available for public viewing on the City of Ann Arbor Website:

www.a2gov.org/government/publicservices/project_management/privatedev/Pages/Standardspecificationbook.aspx



Placid Way Park

Location Map

City: Ann Arbor
Date: February, 2012



**DETAILED SPECIFICATIONS
FOR
GENERAL REQUIREMENTS**

GENERAL REQUIREMENTS

- A. INVESTIGATIONS - The Contractor shall have visited the site, consulted all applicable drawings and records of existing utilities in the Contract area and made all other necessary investigation of sub-surface conditions which might affect the work required by this Contract before submission of his/her bid. It shall be understood and agreed that the Contractor assumes all risks involved in performing the excavating work required by this Contract and that his/her bid shall include the cost of all investigations.
- B. SURVEY, MEASUREMENT AND LAYOUT - The Contractor will provide survey work necessary for grading and layout of the project. All layout and staking is subject to approval by the Parks and Recreation Services prior to proceeding with excavation and construction.
- C. MINOR CHANGES - It shall be understood and agreed that should minor changes or deviations from the finished grades shown on the drawings be required by the Landscape Architect, they shall be made by the Contractor at no additional cost therefore.
- D. PROTECTION - The Contractor shall erect and maintain fences, guardrails, and provide any other necessary safeguards to protect the public, the work and all property from any hazards that are an inherent part of the work under this Contract.

DETAILED SPECIFICATION FOR PLAYGROUND EQUIPMENT INSTALLATION

1. Furnish labor, equipment and material necessary for the installation of the playground equipment, structure or modular units.
2. Work shall include, but not be limited to the following: excavation, layout, installation of playground equipment in accordance with the manufacturer's installation specification, including all appurtenances, materials and accessories as required for a full and complete installation.
3. The contractor shall provide to the City upon completion of the work, the installation manual and any maintenance kits supplied by the manufacturer.
4. The contractor shall be familiar with and comply with the following standards:
Consumer Product Safety Commission Handbook for Public Playground Safety
ASTM F 1487-07: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
ASTM F2223-04: Standard Guide for ASTM Standards on Playground Surfacing
ASTM F2075: Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment

ASTMF2075, engineered wood fiber, defines the product as "processed wood that is ground to a fibrous consistency, randomly sized, approximately 10 times longer than wide with a maximum length of 2 inches, free of hazardous substances".
5. The contractor shall guarantee installation workmanship for a period of one (1) year from the date of Substantial Completion of the Project.
6. The contractor shall supply a copy of the contractor's installation warranty on company letterhead signed by a party authorized to do so.
7. The contractor shall coordinate all work with the City of Ann Arbor, Parks and Recreation Project Manager.
8. Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view; elevations; footing drawings and details, as well as, written instructions to assure proper installation of the playground equipment, structure, or modular unit.
9. Playground equipment must be installed in accordance with the manufacturer's installation instruction and specifications. Installation crew leader should be a Certified Playground Safety Inspector (CPSI). If the crew leader is not a CPSI, then the play equipment shall be inspected after installation, by a CPSI not employed by the installer, and signed off by said CPSI before the playground installation is accepted.
10. The site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on site during installation with appropriate protective

measures and approval by the owner's representative.

11. The construction site shall be secured from any public access whenever the contractor is not on site. This shall include secure fencing of sufficient height and strength to prevent inadvertent access by the public. Safety tape is not acceptable. The fencing shall stay in place until all work on the play area is complete, and signed off and approved by the CPSI and City of Ann Arbor, Parks and Recreation Project Manager.

12. If playground equipment is purchased by the contractor, the equipment shall be delivered to the contractor's yard, and stored in a protected environment. The equipment shall be stored and delivered such that no damage is done to the equipment. The contractor shall be responsible to replace any damaged equipment.

13. As much as possible, the playground edging shall be level with the surrounding lawn area.

DETAILED SPECIFICATION FOR MACHINE GRADING

DESCRIPTION

This work shall consist of constructing earth grades by excavating, cutting, filling, trimming, and grading; furnishing and placing a 3-inch thick layer of topsoil; seeding and mulching; turf establishment and general restoration in accordance with the Detailed Specifications elsewhere herein; and maintaining the work in a finished condition until such time that it is accepted by the Supervising Professional. This work shall be done as shown on the Plans, as detailed in the Specifications, and as directed by the Supervising Professional, and in accordance with Section 205 of the 2003 edition of the MDOT Standard Specification for Construction, except as specified herein.

CONSTRUCTION METHOD

The Contractor shall construct earth grades as required to develop the typical and/or detailed cross-section(s) as shown on the Plans, as detailed in the Specifications, and as directed by the Supervising Professional. This shall include, but not be limited to, the excavation of bituminous pavement, soil, rocks of any size, stumps, logs and bricks; the removal and proper disposal off-site of surplus excavated material and material which is determined by the Supervising Professional to be unsuitable for re-use; the scarifying, plowing, disking, moving and shaping of earth; the trimming, grading, compaction and proof-rolling of the prepared subgrade; the importing, furnishing, placement and compaction of embankment and/or fill materials; the full depth saw-cutting of pavement at the removal limits; the grading of sideslopes; the furnishing and placing of a 3-inch thick layer of topsoil; seeding, turf establishment and general restoration in accordance with the Detailed Specifications elsewhere herein and the general items of the work as specified herein.

The Contractor shall remove, add to, re-shape, re-grade, and re-compact the existing court or pathway surface materials, and shall construct the court areas, parking lots, or pathways to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Supervising Professional. The Contractor shall use blade graders, maintainers, vibratory rollers, and/or other equipment as necessary, and as directed by the Supervising Professional, for this work. Use of each specific piece of equipment is subject to the approval of the Supervising Professional.

The Contractor shall remove other surface features located within the grading limits and not otherwise identified, as directed by the Supervising Professional.

The Contractor shall move excavated and/or imported materials longitudinally and/or transversely where necessary, and as directed by Supervising Professional.

The Contractor shall keep the work well graded and drained at all times.

The Contractor shall not use rubber-tired equipment on the subgrade, when its use causes or may cause, in the opinion of the Supervising Professional, damage to the subgrade. The Contractor shall conduct its operation(s), and provide all necessary equipment, to insure the satisfactory completion of the work without damaging the subgrade. This includes the transporting, stockpiling, rehandling, and movement of materials over additional distances, in lieu of driving on an unprotected, or partially unprotected, subgrade.

The Contractor is solely responsible for the maintenance and protection of the subgrade. Further, any damage to the subgrade which, in the opinion of the Supervising Professional, is caused as a result of the Contractor's

operation(s), or its subcontractors' or suppliers' operation(s), shall be repaired by the Contractor at the Contractor's expense. This includes any additional earthwork and/or maintenance materials as directed by the Supervising Professional, for the purposes of the Contractor's maintenance and protection of the subgrade. The Contractor shall not be entitled to any additional compensation for the implementation of these procedures.

The Contractor shall perform all rough and/or finish grading and compaction to the grades shown on the Plans, as detailed in the Specifications, and as directed by the Supervising Professional.

The Contractor shall proofroll all graded and compacted surfaces in the presence of the Supervising Professional. The Supervising Professional will monitor the proofrolling operation to locate deleterious and/or uncompacted materials, and will direct undercuts as necessary.

At various times throughout the work, the Supervising Professional may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

The Contractor shall continuously maintain all drive entrances located within the construction limits.

**DETAILED SPECIFICATIONS
FOR
SEEDING PROJECTS**

MATERIALS AND METHODS

Site restoration shall consist of applying topsoil to repair ruts, sunken areas, etc., seeding, fertilizing, mulching, and watering as described in the City of Ann Arbor Public Services Standard Specifications (specifically, Division III, Materials Standards, and Division VIII, Landscaping and Site Restoration).

Contractor shall call Miss Dig 811 for assistance in locating all underground utilities. Contractors shall be responsible for any damage to existing infrastructure, utilities, or other improvements and shall arrange for appropriate repairs to the satisfaction of the appropriate responsible party. Plant location diagrams indicate schematic layout only. Actual plant locations shall be staked in the field by Park Planning staff within 24 hours of notification by the Contractor that utilities have been marked (following utility clearance, staking does not relieve the Contractor of responsibility for any utility damaged).

Contractor shall coordinate with Park Planning staff to obtain approval of all plant materials (as to species, size, and general condition) prior to installation.

Seed mix shall be acquired from one of the following sources or as approved by the Parks and Recreation staff.

Maintained Turf Areas

LOW MAINTENANCE MIX supplied by Turfgrass Co., South Lyon, MI.

– 800-521-8873 Rick Lock or

SCHOOL LAWN MIX supplied by Rhino Seed, Brighton, MI. – 800-632-5640

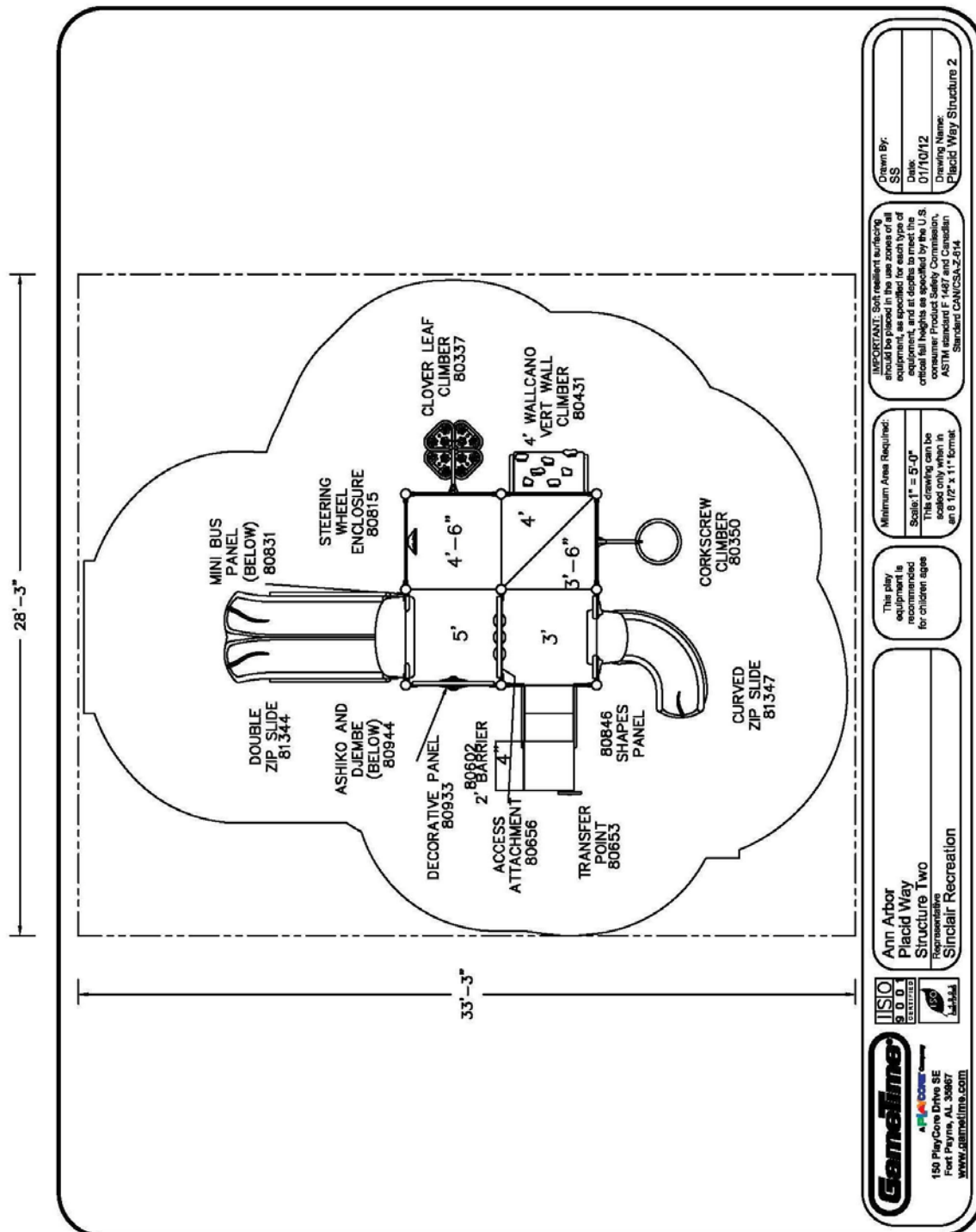
The contractor must provide the source of seed mix supplier to the City prior to purchase or installation of materials on the project.

Mulch all seeded and restored areas with fresh crop straw per MDOT standard spec. or approved alternative stabilization efforts.

GUARANTEE PERIOD

Contractor shall be responsible for adjusting stakes if required, watering, and applying additional fertilizer as necessary to maintain the health and vigor of the plant materials and seeded areas within a one-year guarantee period. Dead plant materials shall be removed and replaced with the like materials prior to final acceptance at end of warranty period. Deficient turf establishment shall also be corrected and repaired as needed.

The contractor shall be responsible for removing any stakes and guy wires, if installed, after one year.



PLACID WAY PROPOSED PLAYGROUND STRUCTURE

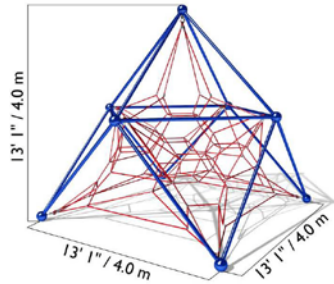
Contact for play equipment purchase:

Matt Campanella
Sales Associate
Sinclair Recreation, LLC
248.343.0361
matt@sinclair-rec.com

PLACID WAY PROPOSED NET CLIMBER



PRODUCT SPECIFICATION



Product Name	Meteor Regular™
Product Number	DX-802
Size -- Length	4.00 m / 13' 1"
Size -- Width	4.00 m / 13' 1"
Size -- Height	4.00 m / 13' 1"
Shipping Weight	410 kg / 903.9 lb
Shipping Volume	1.4 m ³ / 49.4 ft ³
Foundations	4
Concrete Volume	0.50 m ³ / 17.7 ft ³

	ASTM F-1487	CSA Z614	EN 1176
Ages	5 years - 12 years	5 years - 12 years	5 years - 12 years
Capacity	33	33	33
Use Zone -- Length	7.66 m / 25' 2"	7.66 m / 25' 2"	7.67 m / 25' 2"
Use Zone -- Width	7.66 m / 25' 2"	7.66 m / 25' 2"	7.67 m / 25' 2"
Fall Height	1.83 m / 6' 0"	1.83 m / 6' 0"	2.00 m / 6' 7"

*Note: Concrete must be minimum 3500 PSI / 25MPa



Product Features:

SUPPORT POSTS:	These will be 2 3/8" (60.5mm) OD steel tubing, finished with polyester powder coating.
PIPE JUNCTIONS:	These will be steel, 8" (200mm) diameter with integrated holes for pipe connections, finished with polyester powder coating. Junction caps are affixed with stainless steel bolts.
CLIMBING NETS:	These will be 20 mm diameter, polyamide (nylon) rope cable with UV protection and fire retardant solution. Each rope consists of 6 strands each containing 24 steel reinforcing strands within a polyamide sleeve, wrapped around a solid polyamide core for a total of 144 steel reinforcing strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a galvanized steel wear bar. Rope shall achieve a Class 7-8 Colourfastness rating.
BALL KNOTS:	This will be a one-piece compressed aluminum ball, compressed in place with 150,000 pounds force (667 kN) to prevent the connection from moving and causing premature cable wear.
TENSIONING:	Tensioning is achieved by way of a threaded eyebolt and shackle located at each Pipe Connection capable of drawing the cables a minimum of 4" (100mm).
BASIC FASTENERS:	All fasteners for component attachments are stainless steel.
FOUNDATION:	These will be 10" (250mm) square steel plates, 1/8" (3mm) thick, bolted to concrete blocks and attached to the main structure with 12" (300mm) long, 2 3/8" (60.5mm) OD steel tubing, all finished with polyester powder coating.

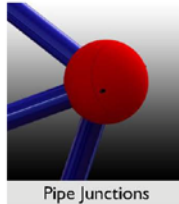


PRODUCT SPECIFICATION

ANCHOR BOLTS:	Mounting plates will be secured to concrete blocks with 7/8" (22mm) diameter x 20" (500mm) long "L" Anchor bolts, inserted into the wet concrete when poured.
SURFACE MOUNT:	Optionally, the product may be surface mounted utilizing 6" (150mm) long expansion bolts in place of the standard anchor bolts.
INSTALLATION:	This should be installed only by a licensed playground installer, trained and certified on the relevant playground standards in place in the region of installation, e.g., NPSI, CPSI or similar certified.
COMPLIANT WITH:	CAN/CSA-Z614-07 ASTM F-1487-07a¹ EN-1176 CPSC Handbook for Public Playground Safety
TÜV CERTIFIED:	Certified to EN 1176:2008 TÜV Rhineland Certificate N° AK50162522
IPEMA CERTIFIED:	The DX-802 identified in this specification sheet is IPEMA certified. The use and layout of the DX-802 conforms to the requirements of ASTM F1487 and CSA Z614. To verify product certification visit www.ipema.org .



Support Posts



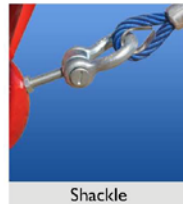
Pipe Junctions



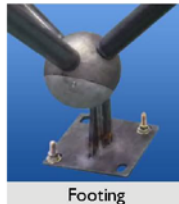
Climbing Nets



Ball Knot



Shackle



Footing



Anchor Bolt



Expansion Bolt



GameTime Product Specifications

General System Specifications:

The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. GT Events are direct bolt products NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON POWERLOCK AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-07ae1.

Motion

WHIRLWIND SEAT (TILTED AND STRAIGHT)

WHIRLWIND RIDE SEAT: Shall be rotational molded from polyethylene. The polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotational molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D-155); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

BEARING ASSEMBLY: Shall be an all welded assembly constructed of a 1/4" H.R. steel plate, and a hub machined from C.R. steel. Two bearings shall be press fit into the weld assembly.

POST WELD ASSEMBLY: Shall be an all welded assembly constructed of 2" SCH 40 galvanized steel pipe, 1/4" thick H.R. steel plate, and a shaft machined from H.R. steel.

FINISH: The assemblies shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

HARDWARE: All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel.

Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

SEE SAW

GENERAL: The See Saw shall be supported on one Rubber Spring. Teeter Bar Assembly shall be attached to Spring Assembly with four 1/2" x 1 1/4" P.B.H.C.S. The Saddle Seats will be attached to the Teeter Bar Assembly with four 3/8" diameter bolts.

TEETER BAR ASSEMBLY: Shall be fabricated of 3-1/2" O.D. galvanized pipe. Mount plates shall be fabricated of

3/16" x 4" H.R. steel.

SADDLE SEATS: Cast aluminum 1/4" thick wall molded in hand holds. There shall be four screw bosses cast to the seat which are integral parts of the seat. The bosses shall be drilled to receive four 3/8" diameter bolts.

RUBBER SPRING CONSTRUCTION: Shall consist of rubber around 2" square steel inner member that is contained within a 1/4" wall x 3-1/2" square steel outer member. The bracket and the mounting plate shall be fabricated of 1/4" H.R. steel. The notched pipe shall be 2" I.D. black pipe. The Assembly shall be a one piece welded unit. The Inner Assembly shall be inserted into the larger 3-1/2" square tubing. The rubber shall be inserted in the void between the tubing and completely enclosed in steel. The Inner Assembly shall be welded to the base bracket. The notched pipe and the mounting plate shall be welded to the 3-1/2" square steel outer member.

FOOTBUCK ASSEMBLY: Shall consist of a mounting plate that shall be fabricated of 1/4" H.R. steel. The in ground member shall be fabricated from 5" O.D. galvanized pipe.

FINISH: Shall have a powder coat finish.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

NOTE: All weights are based on average comparisons of each part.

SPECIFICATIONS: GAMETIME has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

Swings

BELT SEAT WITH CLEVIS

Commercial Belt Seat - an extra piece of fluted rubber at the front and back of seat gives it a cushion bumper.

SWING CLEVIS: Shall be 5/16" Dia. with galvanized finish. Bolt shall have tamper resistant head.

CHAIN: (a) Material: 7/32" diameter steel wire. (b) Dimensions (inside for each link): 3/8" wide, 1-3/8" long. (c) Finish: Chain shall be hot dipped galvanized. (d) Type of construction: 4/0 welded link coil chain.

COATED CHAIN: Shall be standard 7/32" diameter steel wire chain with a 1/8" (nominal) thickness of color-impregnated polyvinyl coating with U.V. inhibitors.

STAINLESS STEEL CHAIN: (a) Material: 7/32" diameter steel wire. (b) Dimensions (inside for each link): 3/8" wide, 1-3/8" long. (c) Type of construction: 4/0 welded link coil chain.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320 % longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

ENCLOSED TOT SEAT WITH CLEVIS

Fully Enclosed Seats shall be fabricated with .025" thick stainless steel inserts covered by a dark green colored EPDM rubber.

SWING CLEVIS: Shall be 5/16" Dia. with galvanized finish. Bolt shall have tamper resistant head.

CHAIN: (a) Material: 7/32" diameter steel wire. (b) Dimensions (inside for each link): 3/8" wide, 1-3/8" long. (c) Finish: Chain shall be hot dipped galvanized. (d) Type of construction: 4/0 welded link coil chain.

COATED CHAIN: Shall be standard 7/32" diameter steel wire chain with a 1/8" (nominal) thickness of color-impregnated polyvinyl coating with U.V. inhibitors.

STAINLESS STEEL CHAIN: (a) Material: 7/32" diameter steel wire. (b) Dimensions (inside for each link): 3/8" wide, 1-3/8" long. (c) Type of construction: 4/0 welded link coil chain.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel.

Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320 % longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

TIRE SWING

ARCH UPRIGHT: Shall be fabricated from 5" outside diameter, 11 gauge (.120) galvanized round tubing. A socket shall made of the same material shall be welded to the arch. The Arch assemble shall be coated with a custom formula of TGIC polyester powder after fabrication.

TOP RAIL ASSEMBLE: Shall be fabricated from 5" outside diameter, 11 gauge (.120) galvanized round tubing. A mounting plate shall be a formed piece of 1/4" hot rolled steel welded to the Top Rail. The Top Rail assemble shall be coated with a custom formula of TGIC polyester powder after fabrication.

TIRE RING FRAME: Shall be fabricated from 1 1/16" O.D. x .075 (15 gauge) wall galvanized steel tubing.

PLASTIC TIRE: Shall be an one-piece, double-wall rotationally molded linear low-density polyethylene. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTMD- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

POWERSCAPE SWING

TOPRAIL AND ARCH

Shall be fabricated of 5" O.D. (.12W) galvanized steel tubing. Arch includes a swaged 5" O.D. (.12W) galvanized steel tubing to which the top rail is fastened.

FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder with baked finish. Specify color desired.

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

SPECIFICATIONS

GAMETIME® has a policy of continuous improvement and reserves the right to change specifications without notice.

PowerScape Plus Specifications

General System Specifications:

PowerScape® Plus features 5" O.D. uprights with a positive bolt-through PowerLock fastening system. The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. PowerScape® Plus is a direct bolt system NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON POWERLOCK AND HARDWARE

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-07ae1.

General Specifications of Materials:

ENTRY ARCHWAY

All entry archways shall be fabricated from 1 5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with vertical members fabricated of 1 1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing. The entrance archways shall be an all welded assembly and shall be coated with a custom formula of TGIC polyester powder, after fabrication in conformance with the specifications outlined herein.

FILLER/KICK PLATE

Shall be fabricated from 11 gauge (.120") hot rolled steel, and shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein to match the deck color.

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of

gloss), Over-bake Stability 100% at 400 degrees Fahrenheit.

ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

STEERING WHEELS

Available in plastic and aluminum. The plastic steering wheel shall be molded of a durable proprietary plastic. The steering wheel will withstand an impact of over 250 foot-pounds. The steering wheel is approximately 13-3/4" in diameter. The aluminum steering wheel is formed of solid 13 gauge aluminum with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein. The solid steering wheel is 12-5/8" in diameter.

Uprights and Upright Accessories:

POWERLOCK CONNECTION

The Patented assemblies shall incorporate two die cast aluminum parts, in a distinctive purpose mounting system that allows a rung panel to mount to the upright. The Powerlock connector will have a matching counterpart for flat panel connections. Each is bolted directly into the upright post through a factory located and installed connection and designed to eliminate exposed hardware and protrusions. Each shall be die cast of 383 aluminum alloy, to resist corrosion. Minimum tensile strength shall be 45,000 psi, minimum yield strength shall be 22,000 psi. Every Powerlock shall be anodized for maximum protection. Powerlock mounting hardware shall not be exposed, virtually eliminating tampering by vandals. All connectors shall be coated with a custom formula of TGIC polyester powder coating, in conformance with the specifications outlined herein.

UPRIGHTS, ALUMINUM

Shall be 5" outside diameter tubing, 1/8" wall thickness, extruded from 6005-T5 aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

UPRIGHT CAPS

The standard upright cap shall be an aluminum cap, cast from a 383 alloy, powder coated to match the upright. Every upright cap shall receive a primer coat for maximum protection. All upright caps are permanently installed at the factory using aluminum self-sealing rivets.

Punched Steel & Coated Components:

PUNCHED STEEL DECKS AND PVC COATED COMPONENTS

All punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". All decks shall be exclusively dipped utilizing the DuraWear process with an extra thick coating on the top of the deck. The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain phthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1 1/4" diameter after coating.

DECKS, SQUARE

Shall have a minimum surface area of 2,381 square inches, maintaining a full 49" center to center spacing on the upright posts. The 49" square deck shall be fabricated in conformance with the punched steel specifications outlined herein. The deck frame shall be fabricated from 3/16" x 3-1/2" hot rolled steel with corner supports fabricated from 1/4" x 3-1/2" hot rolled steel. Intermediate supports, fabricated from 1/8" x 2-1/2" hot rolled steel, shall be notched and welded at the intersections forming a rigid 12" support grid underneath the entire deck surface. The deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC)

coating in accordance with the specifications herein. The square deck shall be directly bolted to the upright posts with eight 3/8" diameter button-pin-in-head, hex socket cap screws in accordance with the hardware specifications herein.

TRANSFER POINT

The Platform and Steps shall each be made from 11 gauge punched steel with a protective p&o finish in conformance with the specifications outlined herein. The Platform and Steps shall each be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. The steps shall descend in increments of 8" or less, as specified by the Americans with Disabilities Act (ADA). Handrails and attachment rails shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing, with supports fabricated from 1-1/16" O.D. x 15 gauge (.075" thick) galvanized steel tubing. Platform support shall be fabricated from 5" O.D tubing with a 3/16" hot rolled flat steel flange. Handholds, attachment rails and platform supports shall be all-welded assemblies and shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

TRANSFER POINT, OPTIONAL ACCESS ATTACHMENT

The Platform shall be made from 11 gauge punched steel with a protective p&o finish in conformance with the specifications outlined herein. The platform shall be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. The platform support shall be fabricated from 5" O.D tubing with a 3/16" hot rolled flat steel flange. The platform support shall be an all-welded assembly and shall be coated with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein, after fabrication.

Climbers:

CLOVER LEAF CLIMBER

Shall be fabricated from 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing upright and step rungs of 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing. The Clover climber shall have a handhold of 1.029" x .083" (14 gauge) wall galvanized steel tubing. The Clover climber assembly shall be coated, after fabrication, with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein. PowerScape Plus clover climber shall include an entry archway in accordance with the specifications herein. Steel insert shall be fabricated from 11 gauge (.120") hot rolled steel. Decorative designs shall be laser cut to produce accurate, burr-free cut-outs.

CORKSCREW CLIMBER

The corkscrew and main upright shall be fabricated from 1-5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing. The Corkscrew Climber assembly shall be an all welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein. PowerScape Plus corkscrew climber shall include an entry archway in accordance with the specifications herein.

VERT WALL CLIMBER

Shall be two, one-piece construction of color impregnated rotationally molded linear low density polyethylene pieces with a 1/4" nominal wall thickness. The Grips are four organic variations injection molded of polyethylene. The Mounting Bracket shall be fabricated from 1-1/16" O.D. x .075" (15 gauge), 1-5/16" O.D. x .083" (14 gauge), and 1 5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing. The Mounting Bracket shall be an all welded construction and shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein. The Struts shall be fabricated from 1 7/8" O.D. x .095" (13 gauge) wall galvanized steel tubing and shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein. All rotationally molded polyethylene products shall conform to the rotationally molded specifications outlined herein.

Panels:

HDPE PANELS

Shall be made from 3/4" thick (solid) high density, UV-stabilized and color impregnated polyethylene. The PowerScape Plus mounting frame shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing and shall be coated after fabrication. with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein

INTERACTIVE PANELS

The panel, cap and game pieces shall be constructed from color impregnated rotationally molded linear low density polyethylene with the appropriate graphics rotationally molded into the material. The game pieces shall include molded-in graphics on both sides. The rungs shall be fabricated of 1-1/16" O.D. x .075" (15 gauge) wall galvanized

steel tubing. All rotationally molded polyethylene products shall conform to the specifications outlined herein.

METAL RUNG ENCLOSURES

The rung enclosure shall be fabricated of 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing. The vertical rungs shall be fabricated of 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing. The rung enclosure shall be an all welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

STEERING WHEEL PANELS

The plastic steering wheel shall be molded of a durable proprietary plastic. The steering wheel will withstand an impact of over 250 foot-pounds. The steering wheel is approximately 13-3/4" in diameter.

The steering wheel(s) shall be mounted on a metal rung enclosure in conformance with the specifications outlined herein.

DECORATIVE PANEL

Shall be 2-1/2" thick, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. Rung enclosure shall have slots that are a maximum of 3" wide.

ASHIKO AND DJEMBE PANEL

The Ashiko and Djembe are molded from a color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. The frame shall be an all welded steel structure and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Slides:

ZIP SLIDES (SINGLE & DOUBLE BEDWAY, AND RUMBLE & ROLL)

Zip Slides and hoods shall be color impregnated linear low-density polyethylene and shall conform to the rotationally molded specifications outlined herein with double wall construction molded to a minimum .25" wall thickness. Single bedway Zip Slides shall have a minimum inside bed width of 17.5" while double bedway Zip Slides shall have a minimum inside bed width of 16.5" on each bedway. Outside rails are at least 7" high when measured from the centerline of the bedway surface. The angle of descent shall be no greater than 50°. Each Zip Slide works in conjunction with a rotationally molded hood that has an integrated cross bar which force users to a seated position. The exit section of the bedway shall have a minimum 40" radius for a smooth transition from the slide chute to the run-out area. The run-out shall be angled at a maximum of 4° with an integrated drain at 5° to reduce pooling of water. Zip Slides bolt directly to the deck and to the slide hood.