

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 11, 2007

CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B3001333
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Sinclair Recreation, LLC 128 East Lakewood, Suite #40 Holland, MI 49424 Diane@sinclair-rec.com	TELEPHONE Diane Sinclair 1-800-444-4954
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Mary Nardo and Daniel Lord Playground Equipment and Installation – MI Department of Natural Resources	
CONTRACT PERIOD: From: April 1, 2002 To: March 31, 2007	
TERMS N/A	SHIPMENT N/A
F.O.B. Destination	SHIPPED FROM Ft. Payne, AL
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby EXTENDED for three months until March 31, 2007.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor request via email from Diane Sinclair dated January 3, 2007 and DMB Purchasing Operations agreement.

INCREASE: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,000,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 30, 2006

CHANGE NOTICE NO. 3
 TO
 CONTRACT NO. 071B3001333
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE Diane Sinclair 1-800-444-4954
Sinclair Recreation, LLC 128 East Lakewood, Suite #40 Holland, MI 49424 Diane@sinclair-rec.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Mary Nardo and Daniel Lord Playground Equipment and Installation – MI Department of Natural Resources		
CONTRACT PERIOD: From: April 1, 2002 To: December 31, 2006		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	Destination	SHIPPED FROM
		Ft. Payne, AL
MINIMUM DELIVERY REQUIREMENTS		
N/A		

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective March 30, 2006 this Contract is hereby EXTENDED to December 31, 2006.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per request of agency (AS-1 from Jana Harding dated 3/17/06) Vendor agreement (letter dated 3/29/06) and Purchasing Operations approval.

INCREASE: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,000,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 15, 2005

CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B3001333
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Sinclair Recreation, LLC 128 East Lakewood, Suite #40 Holland, MI 49424 Diane@sinclair-rec.com	TELEPHONE Diane Sinclair 1-800-444-4954
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Mary Nardo and Daniel Lord Playground Equipment and Installation – MI Department of Natural Resources	
CONTRACT PERIOD: From: April 1, 2002 To: April 1, 2006	
TERMS N/A	SHIPMENT N/A
F.O.B. Destination	SHIPPED FROM Ft. Payne, AL
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this contract is hereby **EXTENDED** for one-year. The new contract ending date is April 1, 2006.

PLEASE NOTE: The buyer has been **CHANGED** to Terry Harris.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (Jana Harding) in an AS-1 dated 3/8/05, vendor agreement (Diane Sinclair) in an email dated 3/15/05, and DMB/Acquisition Services approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,000,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

July 22, 2004

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B3001333
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Diane Sinclair 1-800-444-4954
Sinclair Recreation, LLC 128 East Lakewood, Suite #40 Holland, MI 49424 Diane@sinclair-rec.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-4225 Jennifer Hundt
Contract Compliance Inspector: Mary Nardo and Daniel Lord Playground Equipment and Installation – MI Department of Natural Resources		
CONTRACT PERIOD: From: April 1, 2002 To: April 1, 2005		
TERMS	N/A	SHIPMENT N/A
F.O.B.	Destination	SHIPPED FROM Ft. Payne, AL
MINIMUM DELIVERY REQUIREMENTS N/A		

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, the following changes are made to the contract regarding contact personnel.

- 1) The Contract Compliance Inspector has been changed from Brenda Curtis to the following two people:**

Mary Nardo, nardom@michigan.gov, (517) 241-5121, Parks and Recreation Bureau, P.O. Box 30257, Lansing MI 48909-7757

Daniel Lord, Lordds@michigan.gov, (517) 335-2003, Parks and Recreation Bureau, P.O. Box 30257, Lansing, MI 48909-7757

- 2) In addition the following change is made under “MDNR District Planners”**

Replace Paul Petersen with the following District Planner:

Joe Strach, Strachj@michigan.gov, (517) 641-4903, Parks and Recreation Bureau, Rose Lake District, 8562 East Stoll Road, East Lansing, MI 48823

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (Kristina Squibb) on 7/6/04 and Acquisition Service's approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,000,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 21, 2003

NOTICE
 OF
 CONTRACT NO. 071B3001333
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE Diane Sinclair 1-800-444-4954
Sinclair Recreation, LLC 128 East Lakewood, Suite #40 Holland, MI 49424		VENDOR NUMBER/MAIL CODE
		BUYER (517) 241-4225 Jennifer Hundt
Contract Administrator: Brenda Curtis (517) 373-6260 Playground Equipment and Installation – MI Department of Natural Resources		
CONTRACT PERIOD: From: April 1, 2002 To: April 1, 2005		
TERMS	N/A	SHIPMENT N/A
F.O.B.	Destination	SHIPPED FROM Ft. Payne, AL
MINIMUM DELIVERY REQUIREMENTS N/A		

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of [ITB #07111000472](#), this Contract Agreement and the vendor's quote dated [December 3, 2001](#). In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$2,000,000.00**

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

June 6, 2003

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B2001366
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Continental Leisure Sales, LLC P.O. Box 1409 Holland, MI 49422	TELEPHONE Diane Sinclair 800-444-4954
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-0705 Kerri L. Thelen
Contract Administrator: Brenda Curtis (517) 373-6260 Playground equipment and Installation – Department of Natural Resources	
CONTRACT PERIOD: From: April 1, 2002 To: May 5, 2003	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Destination</p>	SHIPPED FROM <p style="text-align: center;">Ft. Payne, AL</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective May 5, 2003, this contract has been **CANCELLED** due to the fact that the company name and federal identification number have been changed; and is being replaced with contract 071B3001333.

AUTHORITY/CHANGE:

Per agency request dated May 7, 2003.

TOTAL CONTRACT VALUE REMAINS: \$2,000,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B3001333
 (Supercedes 071B2001366)

between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Sinclair Recreation, LLC 128 East Lakewood, Suite #40 Holland, MI 49424</p>	TELEPHONE Diane Sinclair 1-800-444-4954 VENDOR NUMBER/MAIL CODE BUYER (517) 241-4225 Jennifer Hundt
Contract Administrator: Brenda Curtis (517) 373-6260 <p style="text-align: center;">Playground Equipment and Installation – MI Department of Natural Resources</p>	
CONTRACT PERIOD: From: April 1, 2002 To: April 1, 2005	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Destination</p>	SHIPPED FROM <p style="text-align: center;">Ft. Payne, AL</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.</p> <p>The terms and conditions of this Contract are those of ITB #07111000472, this Contract Agreement and the vendor's quote dated December 3, 2001. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$2,000,000.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 07111000472**. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Acquisition Services. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	FOR THE STATE:
Sinclair Recreation, LLC	Signature
Firm Name	Jim Konrad, Director
Authorized Agent Signature	Name
Authorized Agent (Print or Type)	Tactical Purchasing, Acquisition Services
Date	Title
Date	Date



**PLAYGROUND EQUIPMENT AND INSTALLATION
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**SECTION I
TERMS AND CONDITIONS**

I-A PURPOSE

This contract is for **PLAYGROUND EQUIPMENT AND INSTALLATION** for the State of Michigan. Exact quantities to be purchased are unknown and the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the [Purchase Order Contract Release Form](#) and by Acquisition Services on the [Purchase Order Form](#).

I-B INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the contractor prior to signing of a Contract. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to the terms and conditions of this Contract.

I-C DISCLOSURE

All information in a Bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-D CONTRACT TERM

The term of the Contract will be for a 3 (three)-year period and will commence with the issuance of the Contract. This will be approximately April 1, 2002 through April 1, 2005. By mutual agreement of the parties, the Contract may be extended for an addition two one (1) year periods. Contractor performance, quality of products and Contractor's ability to deliver on time shall be used as a basis for any decision by Acquisition Services to extend the Contract into the one year extension.

I-E NEWS RELEASES

News releases pertaining to this contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this contract are to be released without prior written approval of the State and then only to persons designated.

I-F ISSUING OFFICE

This contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of Natural Resources, hereinafter known as the MDNR. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.



Acquisition Services is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. ACQUISITION SERVICES will remain the SOLE POINT OF CONTACT throughout the procurement process until such time as the Director of [Acquisition Services](#) shall direct otherwise in writing (see paragraph below). All communications covering this procurement must be addressed to:

Department of Management and Budget
Acquisition Services
Attn: Kerri Thelen, Buyer
2nd Floor, Mason Building
P. O. Box 30026
Lansing, Michigan 48909
(Or 530 W. Allegan, Lansing, MI 48933)
e-mail: ThelenK1@michigan.gov
Phone: (517) 241-0705 and Fax: (517) 335-0046

I-G CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed [Contract](#) Agreement, it is anticipated that the Director of [Acquisition Services](#) will direct the MDNR be authorized to administer the [Contract](#) on a day-to-day basis during the term of the [Contract](#). However, administration of this [Contract](#) implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such [Contract](#). The authority to change, modify, clarify, amend, or otherwise alter the terms, conditions specifications or prices is retained by Acquisition Services.

Brenda Curtis is the Contract Administrator. The Contract Administrator may submit day-to-day authority to the MDNR District Planners.

Brenda Curtis
CURTISB@michigan.gov
517-373-6260
Parks and Recreation Bureau
P.O. Box 30257
Lansing, MI 48909-7757
or
530 W. Allegan
Mason Building, 3rd Floor
Lansing, MI 48933

MDNR District Planners:

Troy Rife
RIFET@michigan.gov
906-293-5131
Parks and Recreation Bureau
Newberry District
Rt #4, PO Box 796
Newberry, MI 49868



Keith Cheli
CHELIK@michigan.gov
989-732-3541 (ext. 5021)
Parks and Recreation Bureau
Gaylord District
P.O. Box 667
1732 M-32 West
Gaylord, MI 49735

Paul Petersen
PETERSEP@michigan.gov
616-685-1362
Parks and Recreation Bureau
State Office Building,
350 Ottawa N.W., 6th Floor
Grand Rapids, MI 49503

Kristen Bennett
BENNETKR@michigan.gov
Parks and Recreation Bureau
Pontiac North District
2455 North Williams Lake Road
Waterford, MI 48327

I-H PRICE

Prices quoted are the maximum for a period of 365 days from date **contract** becomes effective.

Prices may be subject to revision at the end of each 365 day period if there are changes in the general industry. Revisions may be either increases or decreases and may be requested by either party. Evidence of general industry changes, such as revised printed price lists or notices, and evidence that the change actually affected the Contractor's costs for materials must accompany the request. The prices quoted shall be firm for 365 calendar days. Requests for price changes shall be received in writing at least thirty (30) calendar days prior to their effective date and are subject to written acceptance before becoming effective. If proposed prices are not acceptable to either party, the **contract** may be cancelled. The Contractor remains responsible for performing according to the **contract** terms at the **contract** price for all orders received before price revisions are approved or before the **contract** is cancelled.

The postmark date on the **Contract** Release will determine prices to be charged on orders (requesting a single shipment to be delivered prior to the effective date of the price revision) which may already be in transit to the Contractor prior to the new price implementation date. Orders issued by agencies requesting multiple deliveries, over a specified period of time, which may overlap two price periods, shall reflect the current price at the time of delivery.

I-I PRIME CONTRACTOR RESPONSIBILITIES

The prime Contractor will be required to assume responsibility for all contractual activities offered in this contract, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this **contract**. If any part of the work is to be subcontracted, responses to this CONTRACT must include a list of subcontractors,



including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the [contract](#). Any change in subcontractors must be approved by the State, in writing, prior to such change.

I-J CONTRACT INVOICING AND PAYMENT

All invoices shall be submitted to the appropriate “**Bill To**” address listed on the individual Contract Release Purchase Orders throughout the Contract period. Other specific details of invoices and payments will be agreed upon between the State and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of [Acquisition Services](#), Department of Management & Budget. This activity will occur only upon the specific written direction from Acquisition Services.

I-K ACCOUNTING RECORDS

The contractor and all subcontractors will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Department of Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from expiration date and final payment on the Contract or extension thereof.

I-L INDEMNIFICATION

1. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys’ fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subContractors under this Contract.
- (b) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
- (c) any claim, demand, action citation, or legal proceeding against the State, its employees and agents arising out of related to occurrences that the Contractor is required to insure against as provided for in this Contract;



- (d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subContractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
- (e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subContractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, division, agencies, sections, commissions, officers, employees and agents from and against all loses, liabilities, penalties, fines, damages (including taxes), and all related costs and expenses (including reasonable attorney’s fees and disbursements, costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subContractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor’s sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor’s charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

3. Idemnification Obligation Not Limited

In any and all claims against the State Of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subContractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its benefits acts. This indemnification clause is intended to be comprehensive, Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.



4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

I-M CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies must be approved by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED OR MATERIALLY CHANGED without THIRTY (30) calendar days prior written notice having been given to the Director of Acquisition Services. Such NOTICE must include the CONTRACT NUMBER affected.

The Contractor is required to provide the type and amount of insurance checked (☑) below:

- ☑ 1. **Commercial General Liability with the following minimum coverages:**
 - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit
 - \$500,000 Fire Damage Limit (any one fire)



The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy. All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY to any comparable liability insurance (including self-insurances) carried by the State.

- 2. **If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance for bodily injury and property damage as required by law.**
- 3. **Worker’s disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy’s coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers’ rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.**
- 4. **Employers liability insurance with the following minimum limits:**
\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

BEFORE STARTING WORK THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen calendar days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of [Acquisition Services](#).

I-N CHANGE OF PROJECT PERIOD

The project period, which is defined in the Construction Schedule (see Section II-B) as not exceeding 105 calendar days, may only be changed by a Change Order or a Written Amendment to this contract. Any claim for an extension or shortening of the project period shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than thirty calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty calendar days after such occurrence (unless the State allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant’s written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the project period shall be approved by the State. No claim for an adjustment in the project period will be valid if not submitted in accordance with the above requirements.



The project period will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefore as provided in above paragraph. Such delays shall include, but not be limited to, acts or neglect by the MDNR or MDNR’s designee or others performing additional work, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

All time limits stated in the purchase order and associated documents are of the essence of the agreement. The provisions of this Change of Project period shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

If there are delays due to unusual weather conditions, then the extension of time will be the time the delay affects the operation. The contract completion date for projects which a Purchase Order is issued is based on a progress schedule using a (4) day work week which assumes the Contractor will lose (1) workday per week because of weather. If during a calendar month, the Contractor is prevented from working on the operation because of unusual weather conditions in excess of the average of (1) workday per week, the Contractor may request an extension of project period based on the difference between the actual work days lost that month compared to the normal work days lost per month. Normal work days lost per month will be considered to be (4.5) work days for the May through October. If the Contractor is prevented from working on the operation due to weather or adverse site conditions, the State must agree that work may not be performed.

Request for extension of time, shall be filed by the Contractor with the State. The request shall be in writing and state the reasons for the extension. In case of delays due to adverse weather, the request for extension of time shall be filed within (14) calendar days following the end of the calendar month in which the delay occurred. Failure to provide written notification to the state as provide herein, will constitute a waiver of claim for an extension of time.

I-O SUSPENSION OF WORK, TERMINATION, AND DELAY

The State may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days, or such further time as agreed upon by the Contractor, by written notice to the Contractor and the State, which notice shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. (The Contractor will be allowed an increase in the Contract Price or an extension of the project period or both, directly attributable to any suspension.)

If the Contractor is adjudged bankrupt or insolvent, or if the contractor makes a general assignment for the benefit of the contractor’s creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if the contractor files a petition to take advantage of any debtor’s act, or to reorganize under the bankruptcy or applicable laws, or if the contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if the contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials, or to equipment, or if the contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work, or if the contractor disregards the authority of the State, or if the contractor otherwise violates any provision of the Purchase order and associated documents; then the State may, without prejudice to any other right or remedy and after giving the Contractor a minimum of ten (10) calendar days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the State may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is



finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the State. Such costs incurred by the State will be determined by the State and incorporated in a Change Order.

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

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

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

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the MDNR or MDNR's designee or State to act within the time specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Project period, or both, may be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the MDNR or MDNR's designee or State.

I-P LIQUIDATED DAMAGES

The dates for the project period for each purchase order issued shall not exceed a total of 105 calendar days, as set forth in the contract. These timeframes have been fixed so that the project is consistent with timing schedules of the State's program. If completion does not fall within the time limits set forth in the contract, the delay will interfere with State Park campsite availability. The State and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be in the amount set forth below, and they agree that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State at its option, for amounts due the State as liquidated damages may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

Amount may vary from location to location; however, the amount per day will not exceed \$500.00.



I-Q CANCELLATION

- (a) The State may cancel the Contract for default of the Contractor. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation or Contract. In case of default by the Contractor, the State may immediately and/or upon 30 calendar days prior written notice to the Contractor cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the services from other sources, and hold the Contractor responsible for any excess costs occasioned thereby.
- (b) The State may cancel the Contract in the event the State no longer needs the services or products specified in the Contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the State determines that statewide implementation of the Contract is not feasible, or if prices for additional services requested by the State are not acceptable to the State. The State may cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the Contractor written notice of such cancellation 30 calendar days prior to the date of cancellation.
- (c) The State may cancel the Contract for lack of funding. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation of funds for this project. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The State shall give the Contractor written notice of such non-appropriation within 30 calendar days after it receives notice of such non-appropriation.
- (d) The State may immediately cancel the Contract without further liability to the State its departments, divisions, agencies, sections, commissions, officers, agents and employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subContract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the Contractor's business integrity.
- (e) The State may immediately cancel the Contract in whole or in part by giving notice of termination to the Contractor if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 4-6.
- (f) The State may, with 30 calendar days written notice to the Contractor, cancel the Contract in the event prices proposed for Contract modification/extension are unacceptable to the State.



I-R NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-S MODIFICATION OF CONTRACT

The State reserves the right to modify the services during the course of this Contract. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of calendar days service is to be performed, addition or deletion of tasks to be performed, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

I-T ADDITIONAL PRODUCTS

The State reserves the right to add an item(s) that is not described on the item listing and is available from the [contract](#) vendor. The item(s) may be included on the [contract](#), only if prior written approval has been granted by Acquisition Services.

I-U ASSIGNMENT

The Contractor shall not have the right to assign this Contract(s) or to assign or delegate any of its duties or obligations under this Contract(s) to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract(s) without the prior written consent of the State [Acquisition Services](#) Director.

I-V DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract(s) to a subcontractor other than a subcontractor named in the bid unless the State [Acquisition Services](#) Director has given written consent to the delegation.

I-W ACCEPTANCE OF PROPOSAL CONTENT

In order of precedence, a [Contract](#) will consist of published addenda modifying the ITB, the contents of the ITB, and the Contractor's response to the ITB requirements. In case of disagreement, the ITB as modified by the published addenda will rule. The State of Michigan shall not be bound by any part(s) of any Bidder's response to this ITB, which contains information, options, conditions, terms, or prices not requested nor required in this ITB.



The Contract shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-X REVISIONS, CONSENTS AND APPROVALS

This **Contract** may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

I-Y NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this **Contract** shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract(s).

I-Z SEVERABILITY

Each provision of this **Contract(s)** shall be deemed to be severable from all other provisions of the **Contract(s)** and, if one or more of the provisions of the **Contract(s)** shall be declared invalid, the remaining provisions of the **Contract(s)** shall remain in full force and effect.

I-AA GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-BB NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any Contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-CC NON-DISCRIMINATION CLAUSE

In the performance of this Contract or purchase order resulting herefrom, the Bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Bidder further agrees that every subContract entered into for the performance of any Contract(s) or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subContractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract(s) or purchase order.



I-DD UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subContract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subContractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subContractor, manufacturer or supplier of the Contractor appears in the register.

I-EE CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

I-FF TAXES

The State of Michigan is exempt from Federal Excise Tax, State or Local Sales Tax. Prices do not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

I-GG F.O.B. POINT

Prices are "F.O.B. Delivered" with transportation charges prepaid to any location in the State of Michigan.

I-HH USAGE REPORTING

The Contractor may be required to report the Contract usage by the State and/or local units of government. Such usage shall be reported quarterly and by item to the buyer in Acquisition Services, Department of Management and Budget.

I-II PERFORMANCE REVIEWS

Acquisition Services shall review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on the Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products being delivered, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be cancelled for default.



I-JJ QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

I-KK RECYCLED CONTAINERS

Bidders are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. "Recovered Material" is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and "secondary waste" (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

I-LL RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-MM SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

I-NN RIGHT TO KNOW ACT (ACT 80 OF 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act it is necessary that you fulfill the following:

Labels

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Responsibility of Service Contractor

A service Contractor must comply with the requirements of Act 80 of 1986 with respect to the labeling of hazardous chemicals and the provision of Material Safety Data Sheets before such materials are introduced into the workplaces of a contracted service agency. Otherwise, such materials will not be allowed on the premises.



Material Safety Data Sheets

Material Safety Data Sheets related to hazardous chemicals must be presented to the appropriate State building supervisors prior to the introduction of such substances into buildings housing agencies of the State of Michigan. It is recommended that the format of OSHA Form 174, dated September 1985, be used as a standard for Material Safety Data Sheets.

I-00 NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor: Continental Leisure Sales, Diane Sinclair
P.O. Box 1409
Holland, MI 49422

For the State: Department of Management and Budget
Acquisition Services
Attn: Jennifer Hundt, Buyer
2nd Floor, Mason Building
P. O. Box 30026
Lansing, Michigan 48909
(Or 530 W. Allegan, Lansing, MI 48933)

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

I-PP PREVAILING WAGE & FRINGE BENEFIT RATES

The wage and fringe benefits paid to each class of mechanics by the contractor and his subcontractors shall be not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed, in accordance with Act No. 166, P.A. of 1965.

The State, by written notice to the contractor and the sureties of the contractor known to the state, may terminate the contractor's right to proceed with that part of the contract for which less than the prevailing rates of wages and fringe benefits have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the state for any excess costs occasioned thereby.

In case there is an omission of any trade from the list of wage rates and fringe benefits to be paid to each class of mechanics by the contractor, it shall be understood that the trades omitted shall also be paid not less than the wage and fringe benefits rates prevailing in the locality in which the work is to be performed.



I-QQ ERRORS, CONFLICTS AND OMISSIONS

The intent of the Purchase order and associated documents is to provide everything necessary for the proper execution of the Work. However, no Work shall be done under conditions which may be expected to result in defective Work. If the Contractor wishes to question the materials prescribed or the site conditions, the Contractor shall immediately notify the State. The State shall review these conditions, and if deemed necessary, shall direct changes to be made in design or construction procedures before Work is continued. The Contractor shall not be allowed to take advantage of any error, conflict or omission, as full instructions will be issued by the State, and the Contractor shall carry out such instructions as if originally specified. In case of conflict, the Work shall not proceed until a decision has been agreed upon by all parties concerned. Any Work done by the Contractor after discovery of an error, omission or conflict until authorized, will be at the Contractor's risk and responsibility and without additional compensation to the Contractor.

I-RR SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the MDNR or MDNR's designee, within ten (10) calendar days of the request, a schedule of values, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Purchase order and associated documents or the Work (Refer to Section 01100 – Summary of Work) to be performed, in the format that may be specified by the State.

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

The dates at which special detail drawings will be required; and respective dates for submission of shop drawings, the beginning of manufacture, the testing and installation of materials, supplies, and equipment.

The Contractor shall also submit a schedule of payments that the contractor anticipates to invoice for during the course of the Work.

I-SS SURVEYS, LAYOUT OF WORK, PERMITS, REGULATIONS

The Contractor shall thoroughly examine the Drawings and Specifications provided with the Purchase Order before commencing Work. The Contractor shall verify all measurements on the site and be responsible for any mistakes he may make and their results. Any discrepancy shall be reported to the State before proceeding with any Work affected. Failure to report such discrepancy shall not relieve the Contractor of his responsibilities.

The Contractor shall establish all base lines for locating the principal component parts of the Work and lay out his own Work as to line and grade and verify all measurements on the Project Site. The Contractor shall contact the utility companies and consult the MDNR or MDNR's designee as to the exact location of all utilities and appurtenances that could be encountered.

The Contractor shall carefully preserve bench marks, reference points, and stakes; and, in case of willful or careless destruction, he shall be charged with the resulting expense for replacement and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.



The Contractor shall give all requisite notices to public officials; secure and pay for all permits, and deliver all records for charges to the MDNR to receive reimbursement for actual permit fees incurred.

I-TT SUBSURFACE CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the State by Written Notice of:

Subsurface of latent physical conditions at the Project Site differing materially from those indicated in the Purchase order and associated documents; or Unknown physical conditions at the Project Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Purchase order and associated documents.

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

I-UU SHOP DRAWINGS

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Purchase order and associated documents. The MDNR shall promptly review all Shop Drawings. The MDNR's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations of the Purchase order and associated documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Purchase Order and associated documents shall be evidenced by a Change Order.

When submitted for the MDNR's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Purchase order and associated documents.

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

I-VV ACCEPTANCE OF CONDITIONS

If any part of the Contractor's Work depends, for proper results, upon existing work or the work of another contractor, the Contractor shall notify the State before commencing Work of any defects that will affect the results. Failure to so notify will constitute the Contractor's acceptance of the conditions.



I-WW WORKING CONDITIONS

The Contractor shall at all times conduct, and cause all its agents, employees and Subcontractors to conduct all work in accordance with all applicable State and Federal laws and ordinances and with minimum possible interference with the proper functioning of the activities of the State. The Contractor shall secure, to the State, all permits and licenses necessary for the prosecution of the Work. Materials, tools, etc., shall be confined so as not to unduly encumber the premises. The Contractor shall be held to have visited the Project Site and checked with local authorities to verify the working conditions and the methods of carrying out the Work and to have included in his proposal all costs for meeting such working conditions.

I-XX SUPERINTENDENTS AND EMPLOYEES

Contractor shall enforce good order among its employees and shall not employ on the Work any disorderly, intemperate or unfit person or anyone not skilled in the Work assigned. There shall be no consumption of alcoholic beverages or other illegal drugs by any of the Contractor's employees within the vicinity of the Project Site, said vicinity to be at the discretion of the State. Whenever the State shall notify the Contractor that any employee on the Work is, in the State's opinion, careless, incompetent, disorderly, or otherwise unsatisfactory, such employee shall be removed from Work and shall not again perform Work on the Project Site except with the consent of the State.

The Contractor shall at all times keep on the site of the Work a competent superintendent and any and all foremen and assistants. The superintendent shall have authority to act for the Contractor. The superintendent shall have the Drawings and Specifications available on the site at all times. Any and all directions given to the superintendent shall be binding as if given to the Contractor.

I-YY ASSIGNMENTS

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

I-ZZ OTHER CONTRACTS

The State may perform other work related to the Project at the site or have other work performed by utility companies or let other contracts in connection with the Work and the Contractor shall properly connect and coordinate the contractor's work with the work of all other such work. The Contractor shall afford to all other parties working in the area at the State's direction, proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the additional work with the contractor. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only alter other work with written consent of the State and the others whose work will be affected. Should the work of others interfere with that of the Contractor, the State shall decide which party shall cease work for the time being or whether the work of all parties shall continue at the same time and in what manner. The duties and responsibilities under this paragraph shall also apply to all outside utility work forces and other contractors working for the State within the Project area.



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

I-AAA PROTECTION AND SAFETY

Contractor shall properly protect all new and existing work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. The Contractor shall without delay make good any such damage, injury or loss, and shall defend and save the State harmless from all such damages or injuries occurring because of this work. The Contractor shall furnish and maintain all passageways, barricades, guard fences, lights, and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions or as directed by the State, all at no additional cost to the State. The Contractor shall assume full responsibility for loss or damage to the Work during the entire construction period from all causes whatsoever not directly due to the acts or neglect of the State. For the purposes of this section the decision of the State, with respect to existing conditions and for the need for corrective action by the Contractor, shall be final.

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

I-BBB PAYMENT

1. Not more than once each month, the Contractor shall submit to the MDNR or its designee an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the State may require. The form of Application of Payment shall be furnished by the State. The payment will be made within 30 calendar days after the MDNR or its designee has certified to the State that work is in place in accordance with the Purchase Order and associated documents. Process of progress payments by the State may be deferred by the State until Work having a prior sequence, as provided in the Purchase order and associated documents, is in place and is approved. Each Application of Payment shall certify that all monies owed by the Contractor to Subcontractors and Suppliers for which payment previously has been sought have been paid from the payments received.

2. If any portion of the project is funded by a department or agency of the State or Federal Government, the State shall have 15 calendar days after receipt of those funds in which to make the progress payment. This provision shall take effect only after the 30-day period following certification by the Architect/ Engineer.



3. The State will pay 100 percent of the amount due each month based upon an evaluation of the work completed and the approved schedule of values. The MDNR or its designee may require for each Application of Payment, a Consent of Surety, waivers of lien from prime contractors, subcontractors and suppliers, as-built drawings, guarantees, manuals, brochures, operation instructions, or other documents, as required under the provisions of the this contract for completed Work.
4. The State may also decline to make payment because of subsequently discovered evidence of subsequent observations, as may be necessary in MDNR's opinion to protect against loss because of:
 - a) defective Work not remedied,
 - b) third party claim filed or reasonable evidence indicating probable filing of such claims,
 - c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
 - d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
 - e) damage to the State or another Contractor,
 - f) reasonable evidence that the Work cannot be completed within the Contract Time, or
 - g) persistent failure to carry out the Work in accordance with the Purchase order and associated documents.
5. When the above grounds are removed, payment shall be made for amounts adjusted because of them.

Payment for Stored Materials and Equipment:

"Payments will be made on account of materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payments for materials or equipment stored on the site shall be conditioned upon submission by the contractor of bills of sale or such other procedures satisfactory to the State to establish the State's title to such materials or equipment or otherwise protect the State's interest."

I-CCC PARTIAL OCCUPANCY OR USE

The State may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the State and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Purchase order and associated documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the State. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the State and



Contractor or, if no agreement is reached, by decision of the State.

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

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Purchase order and associated documents.

I-DDD FINAL INSPECTION, ACCEPTANCE AND PAYMENT

The Contractor shall give Written Notice to the State when work is complete and ready for final inspection and furnish; (1) the required guarantee(s); (2) satisfactory evidence including a sworn statement and absolute final waiver of lien and final waiver of liens from all Subcontractors and Suppliers that all payrolls, material bills and all other indebtedness connected with the Work have been paid or secured; (3) application for final payment; and (4) approval from the Surety. The State will promptly make a final inspection and when it is determined the Work is acceptable and all conditions of the Purchase order and associated documents have been satisfied, he will issue a final Certificate for Payment, the date of which shall be the date of final acceptance.

I-EEE NO WAIVER OF CONTRACT

Neither the acceptance of the whole or any part of the Work by the State, nor any order, measurements, or certificate by the State, nor any other order by the State for payment of money, nor any payment for the whole or any part of the Work by the State, nor any extension of time, nor any possession taken by the State , shall operate as a waiver for any portion of the Contract or any power therein reserved by the State, or any right to damages therein provided.



SECTION II
ADDITIONAL REQUIREMENTS

II-A INTRODUCTION

1. THE DESIGN BUILD APPROACH

The Michigan Department of Natural Resources (MDNR) will utilize the “Design/Build” approach to provide an efficient process showing quick results in the field. The goal of this approach is to provide the MDNR with a variety of contractor-designed prototypes within a specified budget. This process focuses on product selection and allows the contractor to be innovative in design, quantity and configuration of their products. Extended unit prices are also included.

2. PROJECT SCOPE

This contract is for the purchase and installation of playgrounds statewide. The MDNR’s total expenditures for the contract period are estimated at \$2,000,000. The MDNR has funding in place for Tawas State Park and Muskegon State Park at \$121,200 each. There are grant requests pending for Maybury, Waterloo, Sterling and Ft. Wilkins State Parks at \$125,000 each. Quantities specified are estimates and the State is not obligated to purchase in these or any other quantities. Specific sites to receive new playgrounds and future budgets are unknown at this time.

The contractor shall furnish labor and materials for the following playground components; play equipment, signage, synthetic safety surface, play edging, subdrainage, earthwork, incidental construction, as built drawings and guarantees.

The intent of the MDNR is to utilize the contract on an “as needed” basis. As funds become available and sites are selected for playground development, the state will issue a purchase order to the contractor for the service of furnishing and installing any one of the selected prototype designs at the specified site.

II-B SPECIFIC REQUIREMENTS

1. PROTOTYPE PLAYGROUND DESIGN AND PREPARATION

The contractor’s designs for the (10) playground prototypes are described below. The designs are within the set budget as provided by MDNR. The proposed designs comply with the plans and technical specifications as provided in this contract.



Prototype Design Drawing Requirements – ATTACHMENT H & ELECTRONIC (electronically provided to MDNR)

*The designs include:

1. A plan view drawing illustrating the layout of equipment
2. Labels for each play event, label deck height each event is accessed from.
3. Dimensions between each piece of equipment
4. Show play edging and dimensions
5. Indicate total number of children prototype design can accommodate at one time
6. Indicate area of total required use zone/safety surfacing in square feet and with a dashed outline around each piece of equipment.
7. Illustrate the layout of synthetic surfacing (show graphically) as required to access equipment per ADA requirements (assume remaining portion of the use zone to be a non-accessible material such as peastone or sand)
8. Indicate quantity of synthetic surfacing in square feet with a label on the drawing.
9. Graphically indicate the location and quantity of drainpipe in linear feet with a label. (depth not required, will vary)

A. Prototype Descriptions

1. Prototype A1 – base design – ages 2-5
2. Prototype A2 – (A1 + additional equipment = A2) – ages 2-5
3. Prototype B1 – base design - ages 5-12
4. Prototype B2 – (B1 + additional equipment = B2) - ages 5-12
5. Prototype B3 – (B2 + additional equipment = B3) – ages 5-12
6. Prototype C1 – (all freestanding equipment) – ages 2-5
7. Prototype D1 – (all free standing equipment) – ages 5-12
8. Prototype E1 – (all freestanding equipment) – ages 5-12 or 2-5
9. Prototype F1 – (all freestanding equipment) – ages 5-12
10. Prototype G1 – (all free standing equipment) – ages 2-12

The funds and space available for the development of each park playground will vary. Based upon the space and available funds the MDNR will select any one or combination of two or three prototype designs to be installed at the specified park.

After initial prototype installation at a park is complete additional funds may come available therefore; the MDNR would like the option to phase construction as described below. Separate prices are provided for phased construction.

1. Install an A1 prototype design initially and at a later date have the Contractor return to the site to expand the A1 prototype design to be an A2 prototype design.
2. Install a B1 prototype design initially and at a later date have the Contractor return to the site to expand the B1 prototype design to be a B2 prototype design.
3. Install a B1 prototype initially and at a later date have the Contractor return to the site to expand the B1 prototype to be a B3 prototype design.
4. Install a B2 prototype design initially and at a later date have the Contractor return to the site to expand the B2 prototype design to be a B3 prototype design.



The contractor's prototype design solutions for A and B prototypes include equipment, edging, drainage and synthetic surfacing layout must allow for the above-described phased installation scenarios.

B. Prototype Equipment Lists - ATTACHMENT H

2. PRICE

A. Prototype Set Budgets

A budget has been set for each prototype design. *The budget shall include:

1. Auto Cad 14 or 2000 drawings of each playground prototype design to be provided by the Contractor on CD within 10 calendar days of the contract award. These prototypes will be inserted into site plans drawings by the MDNR Park Planners for the development of each park site project.
2. Installation – all labor, the Contractor and all Sub-Contractors shall be responsible for meeting prevailing wage for the county in which a park receiving a playground is located.
3. Mobilization (the park site may be anywhere in the State of Michigan, Upper or Lower Peninsula)
4. Playground Equipment
5. Age Appropriate Sign (see detail)
6. Play edging (see detail)
7. Synthetic Safety Surfacing (see detail)–as required to access equipment per ADA requirements *the remaining safety surface within the play area will be peastone, engineered wood fiber, synthetic or existing sand. This remaining safety surface shall **not** be included in the site budget.
8. Drainage System – peagravel, trench, drainpipe and flared end section per plans.
9. Earthwork –Bidder shall assume play area site will have an existing slope of 0-5% max., and no foreign material or bedrock exists. The Contractor shall grade the site to meet requirements as indicated on the plan provided in the ITB. Additional earthwork to be completed on slopes, which exceed 5%, will be paid as an additional service per cubic yard of material to be moved and shall not be included in the prototype, set budget. Excavation of areas containing bedrock and foreign materials will be paid as an additional service.
10. Soil Erosion and Sedimentation Control, which may include but not be limited to silt fence, straw bales, temporary seeding.
11. Temporary Construction Barrier Fencing – to remain in place until lawn is established. (see plans)
12. Site Restoration – top soil, seeding, mulching and temporary construction barrier fencing for securing restoration area..
13. As Built Drawings – showing drainage, edging, equipment. These may be submitted on the Construction Drawings issued by the MDNR at the time of the Purchase Order. As Built Information can be hand drawn by the contractor. Drainage and edging shall be dimensioned. The MDNR must deem drawing legible.
14. Storage and Security as required by the contract.
15. Guarantees as required by the contract



*Items, which are not included in the set budget, may be added to the purchase order for each individual play site project as needed. The unit costs provided by the contractor will be utilized for determining cost of additional work.

B. Prototype Budget Amounts – ATTACHMENT E

A1 – Base Design	\$26,500
A2 – (A1 + additional equipment = A2)	\$47,500
B1 – Base Design	\$49,500
B2 – (B1 + additional equipment = B2)	\$73,000
B3 – (B2 + additional equipment = B3)	\$102,500
C1 – Freestanding equipment only	\$15,000
D1 – Freestanding equipment only	\$20,000
E1 – Freestanding equipment only	\$11,000
F1 – Freestanding equipment only	\$13,000
G1 – Freestanding equipment only	\$16,000

The budgets as stated are set amounts and may not be modified.

C. Quotes for Additional Work – ATTACHMENT F

Additional work may include but not be limited to phasing the installation of the playground prototype designs. The contractor’s costs are identified on the Additional Work Form (Attachment C) for the service of returning to the site and expanding the following prototypes as described below. The prices includes remobilization.

- Expanding an existing installed A1 design to an A2 design. \$ 28,800.00
- Expanding an existing installed B1 design to a B2 design. \$ 31,650.00
- Expanding an existing installed B1 design to a B3 design. \$ 38,350.00
- Expanding an existing installed B2 design to a B3 design. \$ 65,000.00
- Fabricating, furnishing and installing a custom face panel. \$ 850.00

D. Unit Prices – ATTACHMENT G

The unit prices shall be utilized to make deletions or additions to each playground prototype project.

3. PRODUCT QUALITY AND WORKMANSHIP

A. Specifications and Plans – II-C, ATTACHMENT A, ATTACHMENT B

Once a Contractor has received a purchase order, the Contractor shall be responsible for installing the playground prototype specified for that project. All materials and workmanship shall be in accordance with the manufacturer’s specifications and/or the specifications provided in this contract, whichever is more strict.



The contract is complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the contract is to include in the prototype design price the cost of all superintendence, labor, materials, freight, mobilization, storage and all other expense necessary for the proper execution of the work.

The specifications and plans herein referred to shall be taken together to explain each other and to make the whole, taken together, consistent. Work on the plan and not mentioned in the specification, or vice versa, shall be done the same as if shown by both, and in case of conflict, the MDNR will determine which will govern. In case of ambiguity in the plans or specifications, the Contractor agrees the MDNR will decide as to the correct interpretation thereof.

In interpreting the contract, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract, shall be construed in accordance with such well-known meaning recognized by MDNR or MDNR's designees, architects, engineers, and the work trade appropriate for the work.

B. Product Minimum Specification

The contractor must comply with the minimum product specification. See section 13000 of technical specification.

4. CONSTRUCTION

A. Required Meetings and Issuance of Purchase Order

Pre-Purchase Order Meeting - Once a bidder has been awarded a contract, the bidder will become known as the Contractor and the State may utilize the contract on an "as needed" basis. A separate purchase order will be issued for each play area to be implemented. Prior to the issuing of a purchase order, the contractor shall be required to meet on site with a MDNR Park Planner. At this meeting the Park Planner will have available plans indicating the selected prototypes and all site work to be completed. The Planner will also provide prevailing wage rates for the county. The Contractor and Planner are to review the plans and reach a consensus on the project cost for issuance of the purchase order. The Park Planner may increase or decrease the prototype project scope and budget utilizing the unit costs provided by the bidder in the CONTRACT. The intent is not to change the playground equipment but add or delete materials or site work items. Construction items to be deleted from the prototype may include but are not limited to play edging, the drainage system, lawn restoration area or temporary construction fencing for securing lawn restoration. Construction items to be added to the prototype budget may include but are not limited to: wood fiber, peagravel or synthetic surfacing, concrete walkways, additional earthwork, additional lawn restoration area or additional construction barrier fencing.

Pre-Construction Meeting- After a purchase order has been issued, prior to any excavation, installation or any other related work on site, the Contractor and all Sub-Contractors will meet the MDNR and the MDNR's designee on site for a pre construction meeting. Meeting to be determined by the MDNR.



B. Construction Schedule

A construction schedule shall be developed for each project site. The schedule shall be discussed at the pre-purchase order meeting. Upon receiving a purchase order from the MDNR the Contractor shall submit in writing the anticipated construction schedule indicating the order in which he/she proposes to carry out the work, including dates at which he/she will start the various parts of the work and estimated date of completion of each part.

On site construction shall begin within 45 calendar days of purchase order issue. The Contractor shall be responsible for ordering the equipment and materials and ensuring delivery within the 45 calendar day period. The Contractor shall have 60 calendar days to complete on site construction for the project as defined by the purchase order. The project period for each purchase order issued shall not exceed a total of 105 calendar days.

The above project periods shall apply when the MDNR issues a purchase order between the following: the fifteenth day of February and the first day of September. If a purchase order is issued between the second day of September and fourteenth day of February the project period will begin the fifteenth day of February. If the Contractor fails to complete the work within the project period above liquidated damages will be assessed per day.

At the time of issuing the purchase order the MDNR may specify dates or a period of time during which construction will not be permitted. The times may include but are not limited to, weekends, holidays or peak park use. Delays caused by the MDNR will be considered and the project period shall be extended by the same amount of time as such delays may cause, such suspensions shall not entitle the Contractor to an increase in contract cost.

C. Sub-Contracts

The Contractor shall notify the MDNR of the names, address, phone number, fax number, cell or pager number of any Sub-Contractors for that project within 10 calendar days of issuance of the purchase order. The MDNR reserves the right to prohibit the use of any Sub-Contractor which it may consider as being unacceptable. Any proposed Sub-Contractor not previously approved in the contract will be required to be approved by the State and shall submit NPSI certification documentation and experience records. The provisions of this Contract shall apply to all Sub-Contractors employed by the Contractor and their officers and employees in all respects as if it and they were employees of the Contractor, and the Contractor shall not be relieved from the obligations and liabilities described or required by the project plans, specifications and proposal. The Work and materials furnished by Sub-Contractors shall be subject to the same provisions as if furnished by the Contractor.

Continental Leisure Sales has contracts with two Installers:

- All Play Construction, Jamie Rynbrandt
- Recreational Construction, Warren Wheeler



D. Equipment Storage

Storage of all equipment and materials shall be the responsibility of the Contractor. The MDNR shall approve equipment storage method. Acceptable methods of storage include off site, on site lock boxes or a temporary 8' high chain link fence enclosure. The Contractor shall remove all storage facilities from the site upon completion of the project and return to original condition. The State shall not be responsible for material storage and/or equipment on site or off site.

E. Inspection and Testing

Construction Inspection - During the course of construction, the Contractor and their Prototype Designer shall be responsible for supervising all installation by their employees or Sub-Contractors. Once the installation is complete the Contractor shall certify in writing to MDNR that the installation has been completed in strict accordance with the manufacturers specifications and requirements of this CONTRACT.

The Contractor shall give the MDNR or MDNR's designee 48 hours notice to arrange to inspect depth of holes or trenches for footings and drainage layout.

Contractor shall at all times permit and facilitate inspection and testing of the Work by the MDNR the MDNR's Designee. The MDNR may appoint on the job inspectors to monitor the progress of the Work. The Inspector may call to the attention of the Contractor any failure to follow the Plans and Specifications that may be observed. The Inspector shall have the authority to reject materials or to suspend the Work until questions on the performance of the Work can be referred to and decided by the MDNR.

The Inspector shall not direct the Contractor's Work or workmen, nor supervise the Contractor's operation.

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

The MDNR shall provide all inspection and testing services not required by the Purchase order and associated documents.

The Contractor shall provide at his expense the testing and inspecting services required by the Purchase order and associated documents.

If the Purchase order and associated documents, laws, ordinances, rules, regulations, or orders of any public agency having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the MDNR notice of readiness. The Contractor shall then furnish the MDNR the required certificates or inspection, testing, or approval.



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

If the MDNR considers it is necessary or advisable that pre-approved covered Work be inspected or tested by others, the Contractor, at the MDNR's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the MDNR may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing, and of satisfactory reconstruction.

If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction, and an appropriate Change Order shall be issued.

F. Maintenance

Future Maintenance - The manufacturer/supplier shall provide maintenance to the areas on site affected by the playground installation throughout the duration of the project period. Following installation, the Contractor shall provide a written maintenance plan to the MDNR, which describes, in detail all maintenance requirements, inspection, etc., which will need to be accomplished during the life of the equipment. For the purpose of this project the term "life" shall be defined as a period of seven years from the date of substantial completion. Following the installation, the Contractor shall also provide a maintenance kit (touch-up paint, parts, etc.) to the MDNR.

G. Walk Through/Punch Lists

The MDNR or MDNR's Designee will do only two walk through project inspections; one will be done when the Contractor requests a certificate of Substantial Completion, and one when Contractor requests Final Inspection.

The MDNR or their designee will complete a walk through to determine if the Contractor has meet the requirements for substantial completion. If at this time the MDNR or their designee determines the Contractor has not met the requirements of substantial completion which includes but is not limited to; a play area free of hazards and proper installation of all equipment and surfacing a certificate will not be issued. The MDNR or MDNR's designee will prepare a punch list of items to be completed prior to issuing a certificate of substantial completion. Once the Contactor has completed the punch list he/she may request a second walk through.

If the Contractor does not have everything completed in accordance with the Purchase order and associated documents and a third "walk through" or inspection is required, the Contractor will be charged time and material for extra expenses incurred by the MDNR or MDNR's designee.



H. Substantial Completion

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Purchase order and associated documents so that the MDNR can occupy or utilize the Work for its intended use.

When the Contractor considers the Work, or a portion thereof which the MDNR agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the MDNR or MDNR's designee a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Purchase order and associated documents.

Upon receipt of the Contractor's list, the MDNR or MDNR's Designee will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The MDNR or its designee then will prepare a "Punch List" of all items which are incomplete and items which are not in accordance with the purchase order and associated documents, whether or not the items are on the Contractor's list if required the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct all such items on the Punch List. The Contractor shall submit a written request for another inspection by the DNR or DNR's Designee to determine Substantial Completion after he/she has addressed the items on the Punch List.

When the Work or designated portion thereof is substantially complete, the MDNR or MDNR's Designee will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, and shall establish responsibilities of the MDNR and Contractor for security, maintenance, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Purchase order and associated documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

The Certificate of Substantial Completion shall be submitted to the MDNR and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

5. SERVICE AND EXPERIENCE

A. Certification – ATTACHMENT C

The contractor has demonstrated the project manager or foreman has current certification from the National Playground Safety Institute as a Certified Playground Safety Inspector (CPSI) and will retain such certification throughout the contract period.



B. Guarantees - ATTACHMENT D

The Contractor shall furnish the MDNR with a written guarantee to correct any defects due to faulty materials or workmanship which appear in the Work within one year from the date of substantial completion by the MDNR. This is in addition to other written guarantees to be provided to the MDNR, which may be required elsewhere in the Specifications.

C. Repair Response Time

Upon substantial completion of each project the guarantee or warranty will take effect for all equipment and workmanship. Should defects appear due to faulty workmanship or materials, the MDNR will request the Contractor to meet the MDNR on site within 10 days of the notification of default. The Contractor shall order any parts or materials necessary for repairs within 3 calendar days from the on site meeting. The Contractor shall correct defects within 30 calendar days of the initial notification of the defect. If the defect causes direct concern for safety of the user then the Contractor shall be responsible for security of the area that contains the hazard and shall post the area as a hazard to warn the user. Any injuries that result from hazard will be the Contractor's responsibility.

II-C TECHNICAL SPECIFICATIONS

A. DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01100 - SUMMARY OF WORK -

1.01 WORK INCLUDED

The following work is to be included in all prototype installations:

ITEM A

WORK TASK ONE - SITE PREPARATION

- Equipment Storage - Contractor shall provide storage of equipment.
- Topsoil Stripping - Remove and stockpile topsoil from work areas. Stockpiled material shall be stored on site, as directed, for reinstallation.
- Erosion Control and Sedimentation Control as required.
- Temporary Barriers - Install barrier around construction site.

WORK TASK TWO - EARTHWORK

Excavation and Grading - Excavate and grade area to proper elevation for placement of drainage material, play edging, topsoil and playground surfacing.

WORK TASK THREE - PLAYGROUND EQUIPMENT INSTALLATION

- Equipment Layout -Layout all equipment within area indicated by drawing. Final layout of equipment is to be approved on site by the MDNR or the MDNR Designee.
- Equipment Installation- Supply and install all equipment as per manufactures specifications and those specifications which have been addressed in this document.



WORK TASK FOUR - SAFETY SURFACE INSTALLATION

Surfacing Layout -Layout all surfacing within area indicated by drawing. Final layout of surfacing is to be approved on site by the MDNR or the MDNR Designee.

Surfacing Installation – Supply and install all surfacing per manufacturer specifications, and specifications and plans provided in this document.

WORK TASK FOUR - SITE RENOVATION

Placement of Topsoil - Spread stockpiled topsoil in areas scheduled for seeding.

Fine Grade, Seed, and Mulch - As specified on the drawing and in this document.

installation of temporary construction barrier fencing along edge of play edging to protect restoration area.

SECTION 01110p - ALTERNATES, “OR EQUAL” CLAUSE

PART 1 - GENERAL

1.01 DESCRIPTION

If the Contractor wishes to substitute into the work materials or equipment other than those specified, the Contractor shall notify the MDNR or MDNR’s Designee in advance.

Such items shall be the standards product of a responsible manufacturer who is fully established in the production of such items when applicable, readily provide experienced personnel for the servicing and repair of such equipment.

Such items shall be equal in all respects to that specified in function, efficiencies, ease in maintenance and overall quality and performance.

If such items require any change in the design or an increase in the cost of the work to that specified, the Contractor shall incur all such costs with no additional expense to the MDNR.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Bid Documents, Proposal: Schedule of Items and/or Equipment.
- B. Purchase order and associated documents: Schedule of Submittals.
- C. Drawings: As Shown and/or Noted.

1.03 SUBMISSION REQUIREMENTS

For those items of work which the Contractor proposed to perform which were not specified, the Bidder shall submit with the proposal, for the MDNR review, detailed specifications, diagrams, working drawings, samples, etc., for the particular item which is proposed as a substitute.

It is the responsibility of the Contractor to furnish all information requested by the MDNR or MDNR’s Designee to show that the substitute equals or exceeds all requirements of the Purchase order and associated documents.



PART 2 - PRODUCTS

2.01 MATERIALS

Comply with all current industry standards for playground equipment and all manufacturer's specifications and standards for each product, service or equipment involved.

PART 3 - EXECUTION

3.01 PERFORMANCE

If the Contractor incorporates a substitute into the finished work, he/she does so at his/her own risk, even though the MDNR has reviewed the submittals. If during construction or during the warranty period it becomes evident that the product is not equal in all respects, then the Contractor shall correct such deficiencies or replace the item at no cost to the MDNR; or if the MDNR accepts a deficient product, a change order shall be submitted by the Contractor reducing the price as agreed to.

SECTION 01030 -FIELD ENGINEERING

1.01 General

Principal reference lines or points and bench marks shall be given by the MDNR at such time as he may deem necessary; or if the Contractor shall be in need of such reference lines or bench marks, he shall notify the MDNR forty eight (48) hours in advance.

All costs for layout shall be paid by the Contractor and shall be considered incidental to each item of work.

The Contractor must exercise precaution to verify figures shown on the drawings before layout of work and will be responsible for any error resulting from failure to do so.

The MDNR or MDNR's Designee is to approve all layout items prior to construction.

1.02 Layout Requirements

All layout is subject to field approval by the MDNR or MDNR's Designee.

1. Miss dig is to be contacted a minimum of 72 hours in advance of construction to commence. It is the contractors responsibility to retain a current Miss Dig number on the project. The MDNR or MDNR's designee, nor the consultant will obtain Miss Dig number on the behalf of the contractor. Each trade is responsible to contact Miss Dig. Failure to obtain a Miss Dig number in accordance with the construction schedule will result in lost work calendar days subject to liquidated damages.
2. Underground Utilities: All utilities shall be staked for line and grade at all structures, all pipe ends and at no more than 50 foot intervals. The Contractor shall contact all proper agencies as to the exact location of all utilities, sewers, waterlines, etc.
3. Earthwork and Fields: All earth work and fields shall be staked to shown location of all high points, low points, swale lines, turf and skin areas.



1.03 Survey Monuments

The Contractor shall protect and preserve all land survey monuments or property corners along the line of his work. Where monuments or irons are unavoidably disturbed or removed due to operations under this contract, the Contractor, at his own expense, shall employ the services of a registered Land Surveyor to establish, reset or replace such monuments or irons.

1.04 Report of Error and Discrepancies

If, in the course of the work, the Contractor finds any discrepancies between the plans and the physical conditions encountered in the work, or any error or omissions in the plans or in the layout, it shall be his duty to immediately inform the MDNR or MDNR's Designee in writing. Any work performed after such discovery, until authorized by the MDNR or MDNR's Designee, will be at the Contractor's risk.

SECTION 01080 - ABBREVIATIONS AND SYMBOLS

AIA	American Institute of Architects
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASTM	American Society of Testing Materials
BOCA	Building Officials And Code Administration
CPSC	Consumer Product Safety Commission
CPSI	Certified Playground Safety Inspector
DOL	Department of Labor
IPEMA	International Play Equipment Manufacturer's Association
MDNR	Michigan Department of Natural Resources
MDOT	Michigan Department of Transportation
NEC	National Electric Code
NFPA	Fire Protection Association
NPSI	National Playground Safety Institute
NRCA	National Roofing Contractors Association
OSHA	Occupational Health Safety Act
SMACNA	Sheet Metal and Air-conditioning Contractors National Association



SECTION 01091 - DEFINITIONS

- A. MDNR OR MDNR'S DESIGNEE – State of Michigan, Michigan Department of Natural Resources.
- B. CONTRACTOR - The corporation, firm or individual who has contracted to construct this project. "Contractor" shall be construed to mean any subcontractors, material dealers, or manufacturers who may develop incidental responsibilities because of the construction project.
- C. SUBCONTRACTOR - The corporation, firm or individual that has a direct contract with the Contractor to perform a portion of the construction on this project or to furnish machinery and equipment to be incorporated into the completed work.
- D. ENGINEER - Any representatives or the person(s) of a company holding a seal in the State of Michigan for the purpose of Civil or Structural Engineering
- E. ARCHITECT - Any representatives or the person(s) of a company holding a seal in the State of Michigan for the purpose of MDNR or MDNR's designee.
- F. INSPECTOR - An authorized representative of the Engineer, MDNR or MDNR's designee or MDNR or MDNR's designee assigned to make any or all necessary inspections of the work performed and materials furnished by the Contractor.
- G. BIDDER - Any corporation, firm or individual who submits a proposal for the performance of this contract.
- H. SURETY - Any corporation, firm or individual who is bound with and for the contractor and is primarily liable for the proper performance of this contract and the payment of wages and materials.
- I. WORK - All labor, materials, equipment, transportation, and all other facilities necessary to complete this project.
- J. PROJECT - The entire improvement proposed by the MDNR or MDNR's designee to be constructed in part or in whole according to this contract.
- K. WORK DAY - A minimum of 8 hours in one 24 hour period dedicated to the completion of the scope of work associated with the project as identified in the working documents.
- L. WORK WEEK- A minimum of 5 working calendar days in a seven day period starting on a Monday.
- M. WEATHER DAY - A work day in which no work can take place due to prohibiting atmospheric conditions for the safe execution of task aim toward the completion of the project. All weather calendar days are subject to approval by the MDNR or MDNR's Designee



SECTION 01400 QUALITY CONTROL

1.0 Inspection of Work and Materials

The MDNR or MDNR’s Designee shall at all times have access to the work wherever it is in progress or preparation, and the Contractor shall provide proper facilities for such access and for inspection. .

If the Specifications, the MDNR or MDNR’s Designee instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the MDNR or MDNR’s Designee timely notice of its readiness for inspection. If any work should be covered up without approval or consent of the MDNR or MDNR’s Designee, it must, if required by the MDNR or MDNR’s Designee, be uncovered for examination at the contractor’s expense.

All materials used in this project are subject to tests for quality, strength, durability, soundness, etc., to meet the requirement of these Specifications for the various materials. The number of tests for each material shall be as specified or as directed by the MDNR or MDNR’s Designee.

The tests will be made by a qualified independent testing laboratory at the expense of the contractor. The Contractor shall furnish all samples of the materials necessary for this testing as required by the MDNR or MDNR’s Designee, without extra compensation.

All specifications of any society, institute, association, or governmental agency hereinafter referred to are hereby made a part of the Contract the same as if written in full. Where reference is made to standard specification, such as the American Society for Testing and Materials (ASTM), these references refer to the Standards of said Society in force on the date when a purchase order for each project is issued. The Contractor shall comply with future changes in standards. Should standards cause an increase in cost the contractor may submit a request for additional costs incurred.

No inspection shall relieve the Contractor from any obligation to furnish materials and equipment and to perform the work strictly in accordance with the Purchase order and associated documents. Any material or workmanship or equipment which may be discovered to be defective, prior to the final acceptance of the work, shall be removed and made good by the Contractor regardless of previous inspection.

The Contractor shall promptly remove from the site of the work, or from any premises where materials are being prepared, fabricated or worked, expressly for the work under this Contract, all materials condemned by the MDNR or MDNR’s Designee as failing to conform to the Contract.

All shop drawings if requested are to be submitted in duplicate to the MDNR or MDNR’s Designee for review. All shop drawings are to be reviewed and approved via written notification citing the submitted drawing.. Installation of products with out the approval of shop drawings is done at the contractors own risk.



2.0 Materials and Workmanship

Unless otherwise stipulated in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. Quality of material is subject to review in the field by the MDNR or MDNR's Designee.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by MDNR or MDNR's designees, Engineers and the trade.

When required by the specifications, or when called for by the MDNR, the Contractor shall furnish the MDNR for approval, full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

1.01 GENERAL

The Contractor shall be responsible for arranging for and providing general services and temporary facilities as may be required for the proper prosecution of the work. Temporary facilities shall include, but are limited to, temporary toilets, electricity, enclosures, openings, protective barricades and fences, walkways and ramps, fire protection, coverings and security surveillance. The Contractor shall pay all costs for such general services and temporary facilities. All protective measures are to be in accordance with State of Michigan safety standards and OSHA.

1.02 TEMPORARY STORAGE

Suitable weather tight storage shall be provided for materials that may be damaged by storage in the open. The Contractor shall submit a complete description of any temporary buildings for the MDNR or MDNR's Designee approval as to appearance, size and location. All temporary buildings shall remain the property of the Contractor and shall be removed from the site upon the completion of the work.

1.03 WATER

All water required during construction operations shall be provided by the Contractor and/or his or her Subcontractor(s).



1.04 FIRE PROTECTION

Construction practices including cutting, welding and protection during construction shall be in accordance with the published standards of the Factory Insurance Association and the National Fire Protection Association which, by reference, are made a part of this specification. A sufficient number of approved portable fire extinguishers must be provided. Gasoline, diesel fuel and other flammable liquids shall be stored in and dispensed from Underwriters Laboratories listed safety containers in conformance with the National Board of Fire Underwriters recommendations. Inspections may be made by State and local fire protection and safety authorities and insurance underwriters. The Contractor shall cooperate with authorities and promptly carry out their recommendations. All tarpaulins that may be used for any purpose during the construction of the work shall be made of material which is resistant to fire, water and weather. All tarpaulins shall have the Underwriters Laboratories approval and shall comply with applicable Federal standards. Fires of any kind must not be lighted on or about the premises. The use of salamanders is forbidden.

1.05 PROTECTIVE COVERING

Tight wood sheathing or plywood shall be laid under any materials that are stored on finished paved surfaces. Reinforced non-staining kraft building paper must be laid over all types of finished floor surface in traffic areas and where otherwise directed by the MDNR or MDNR's Designee to prevent damage to these surfaces. Before moving any materials over such finished areas or performing any subsequent work which might damage them, lay plywood or planking over the kraft paper. Wheelbarrows used over such areas shall have rubber tired wheels. The Contractor shall provide any and all temporary structures to all the safe movement of pedestrians, service vehicles, or other temporary or permanent access areas regarding the project.

1.06 PUMPING AND DRAINAGE

The Contractor shall be responsible for dewatering, pumping and drainage of pits, trenches, etc. as necessary for installation of the work.

SECTION 01532 TREE AND PLANT PROTECTION

Except as expressly provided by the Plans and Specifications the Contractor shall protect from damage and preserve all trees and shrubs, on both public and private property, in the vicinity of his operation. Failing this in any instance, the Contractor shall replace any damaged tree or shrub with like kind, size and quality, except as may be otherwise expressly approved by the MDNR or MDNR's Designee.



SECTION 01600 - GENERAL

PART 1 GENERAL

1.01 INCLUDES BUT NOT LIMITED TO

All Conditions of the Contract apply to this Division.

1.02 PRODUCT OPTIONS

Products Specified by Reference Standards or by Description Only - Approved products meeting those standards or description.

1.03 CONSTRUCTION ENGINEERING

It shall be the responsibility of the Contractor to provide all instrumental surveying required to layout and construct the work.

1.04 CONTRACTOR RESPONSIBILITIES

Barricades - The Contractor shall provide and maintain barricades where necessary for the protection of his work and persons.

Laws, Codes, and Ordinances - The Contractor's attention is directed to the fact that all applicable State laws, Federal laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Safety - It shall be the responsibility of the Contractor to familiarize himself with the latest safety laws, rules and regulations of Federal, State and Local governmental agencies and to comply with their requirements.

1.05 PROTECTION OF UNDISTURBED SECTIONS OF SITE

Protection - All items and areas designated for removal, relocation or regrading shall be protected from damage or injury; this includes existing structures, stair cases, fire escapes, fences, grounds, plant materials, and underground utilities. If damage does occur during construction, repair and compensation shall be made by the Contractor. Damaged item shall be returned to its original state at no extra cost to the MDNR.

Miss Dig - Contractor is required to call MISS DIG prior to any excavation of any type. Call must be made at least three (3) business calendar days prior to excavation. Documentation of the contractors Miss Dig number for the project is to be presented to the MDNR for the construction file.

Prior to Construction - Before the work of clearing and rough grading begins, the necessary precautions shall be taken to prevent needless and avoidable injury to trees during construction. Tree trunks shall be wrapped with burlap and protected with 2x4's extending from grade to the lowest limbs. The 2x4's shall be placed close together and secured in place by at least three bands of stapled wire. In addition, erect a protective barrier made of sound lumber, with posts securely driven or dug into ground, placed no closer than 5 feet to radius of tree trunk. Barrier may be removed after heavy construction or when necessary to facilitate grading work. All care possible must be used when working near existing trees.



Under Trees - Do not work in areas under the tree equal to the spread of the branches. Specifically:

1. Do not light or maintain fires.
2. Do not place or store materials or debris
3. Do not operate or store mechanical equipment of any kind. Do not repair or perform maintenance service.
4. Do not permit traffic.
5. Do not permit or perform excavating, grading, or other operations unless specifically required by drawings and/or other parts of the specifications.

Damage to Trees - If any trees, marked or noted to remain, are permanently damaged, the Contractor shall pay the MDNR the minimum sum of \$500.00 as liquidated damages per tree damaged.

Removal of Debris - All shrubs, vines, stumps, and trees which have been cut down shall be properly removed from the site. No vegetation or debris may be buried or burned at the site. All non vegetative debris is to be kept in approved container which are to be emptied prior to mounding out from the containment potential of receptacle.

Housekeeping - Throughout all operations under this contract, the Contractor shall keep adjoining streets, driveways and walks clean from truck dropping and debris. The site is to be kept in a clean and orderly fashion such that it is presentable to the MDNR or MDNR's designee. Removal of waste material are to be handled and discarded in a manner which in keeping with all local, state and federal guidelines for waste disposal. All recycling options are to be exercised. The site is to remain safe at all times.

1.06 DELIVERY, STORAGE AND HAULING

Deliver all materials in the manufacturers packaging with tags and labels intact and legible. Handle and store materials to prevent damage, deterioration and rust. All equipment assembly must occur on site.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

All materials shall meet or exceed with the following applicable standards:

1. The American Society for Testing and Materials (ASTM) F1487-98 or current standard
2. 1997 Consumer Product Safety Commission (CPSC) or current standard
3. The Americans with Disabilities Act (ADA)
4. The Uniform Federal Accessibility standards (UFAS)
5. Michigan's Barrier Free Design Law



PART 3 - EXECUTION

3.01 PREPARATION

Examine the areas and conditions under which site work is performed prior to beginning any portion of the work. If unsatisfactory conditions are found, contact the MDNR or MDNR’s Designee. Do not proceed with the work until such conditions are corrected.

The Contractor is to prepare the playground site with the proper slope, sub-drainage, access to the site and all other applicable items as noted on the drawings or specifications.

3.02 CLEANING

The Contractor shall remove from site all rubbish and debris found thereon and all materials and debris resulting from the work. All Manufacturers’ shipping labels shall be removed from equipment. Throughout all operations under this contract, the Contractor shall keep adjoining streets, driveways and walks clean from truck dropping and debris. The site shall be left in a safe and clean condition upon completion of the work.

SECTION 01800 - SAFETY REQUIREMENTS

PART 1 SAFETY REQUIREMENTS

1.01 GENERAL

The Contractor shall have in place and implement a complete Safety Program insuring compliance to all requirements of the purchase order and associated documents, as well as Local, State and Federal regulations. The Contractor shall insure that all Subcontractors, employees and agents adhere to the Safety Program.

The Contractor shall be required to submit the Safety Program for approval to the MDNR or MDNR’s designee upon award of Contract.

The Contractor shall supplement the Safety Program with site-specific safety procedures as required by the MDNR or MDNR’s designee.

1.02 PRECAUTIONS

The Contractor shall be responsible to take all necessary precautions for the safety of employees and the general public and shall comply with all applicable provisions of Local, State and Federal Safety/Health Laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

The Contractor shall erect and maintain at all times, as required by the conditions and progress of the work, all necessary safe guards for the protection of workers and the general public and shall post signs warning against hazards.

The project will require hard hats at all times where work is in progress.

The Contractor shall maintain all work areas in a clean and orderly manner at all times.



1.03 SAFETY REQUIREMENTS

The Contractor shall designate a Safety Representative from the site staff in addition to any craft safety representative.

- A. The Safety Representative shall immediately cause correction of any safety violations identified to the Contractor at the Contractor’s expense.
- B. The Safety Representative shall identify such corrective action to the Construction Manager in writing.

1.04 SUPERVISION

The Contractor shall be responsible to insure safety compliance from all employees, Subcontractors and their agents. Supervision unable or unwilling to secure safe performance by the Contractor’s employees shall be deemed unqualified and the MDNR or MDNR’s Designee shall demand replacement of Contractor’s site supervision.

1.05 MINIMUM REQUIREMENTS

As a minimum, the Contractor will adhere to the requirements of Michigan Occupational Safety and Health Act (MIOSHA). Variances from MIOSHA policy must be in writing.

The Contractor shall promote a positive attitude toward safety and at a minimum shall provide for the following:

- A. Weekly tool box meeting with topics of discussion relative to the actual ongoing work. Attendees shall sign the weekly meeting notes.
- B. Site safety orientation for new employees.
- C. Person designated as Craft Safety Representative.
- D. Methods for reporting identified hazards.
- E. Methods for reporting accident or injury.
- F. Training for employees in First Aid and use of safety and rescue equipment.
- G. Legible emergency numbers at every phone location.
- H. Training in the use of personal protective equipment.
- I. Random inspection of work area to identify and correct hazardous conditions and unsafe work procedures.
- J. Confined space entry procedures.
- K. Equipment lock out procedures.

The Contractor shall have a procedure for reporting individual safety violations. A written report shall be signed by the offender and entered into personnel records. Three (3) violations of ANY TYPE on the project will result in the employee’s dismissal from the site.

1.06 NOTIFICATIONS

The Contractor shall notify the MDNR or MDNR’s Designee of any safety violation or hazard identified.

The Contractor shall notify the MDNR or MDNR’s Designee immediately and in writing of any accidents.



1.07 CONTRACTOR'S RESPONSIBILITY

The inclusion of the conditions in the purchase order and associated documents in no way relieves the Contractor of any responsibility what-so-ever in maintaining a safe and healthy work environment.

1.08 HAZARD COMMUNICATIONS

The Contractor shall have in place a written Hazard Communication Program as required to conform to Michigan Right to Know Law.

- A. The Contractor shall have all Material Safety Data Sheets (MSDS) available for review at the job site.
- B. The Contractor shall provide safety training and instruction for employees exposed to hazardous or chemical substances.
- C. The Contractor shall label all containers, tanks and products which contain or are made of hazardous or chemical substances.

1.09 TRIP HAZARDS

The Contractor is responsible to eliminate all trip hazards throughout the project.

All welding leads, power cords, air hoses, cable, wire or any other such common trip hazards must be secured to existing overhead and columns by non conductive means at intervals insuring that no other hazards are created.

B. DIVISION 2 – SITE WORK

SECTION 02110 - SITE PREPARATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The extent of site preparation work required is shown on the drawings. This work includes, but is not limited to, all labor, material, equipments, and services necessary for:

- Protection of existing trees and vegetation
- Removal of trees and other vegetation
- Clearing and grubbing
- Related work as required

1.02 SOIL SEDIMENTATION AND EROSION CONTROL

Purpose - The purpose of this section is due to legislation requiring the control of soil sedimentation and erosion by Public Act 347 of 1972 of the State of Michigan as adopted and by any amendments.

Permit - All permits relative to this section shall be obtained prior to construction. Such permit shall be based upon an Erosion Control Plan prepared for this project.



Implementation - It shall be the responsibility of the Contractor to implement the Erosion Control Plan for this project in strict accordance with the permit. All materials for the implementation of temporary and permanent soil sedimentation and erosion control measures shall be as per plan or as per other relative sections of the specifications such as seeding, etc. Unless specified within other sections of the specifications, all work under this section shall be in strict accordance with the construction methods as prescribed by the State of Michigan Department of Natural Resources for the implementation of this legislation. Refer to Michigan Guidebook for Soil Erosion and Sedimentation Control, prepared for and distributed by the Water Resources Commission of the Department of Natural Resources, State of Michigan.

1.03 JOB CONDITIONS

Protection of Existing Improvements - Provide barricades, coverings or other types of protection necessary to prevent damage to existing improvements indicated to remain in place. Protect improvements on adjoining properties and on the MDNR or MDNR's designee's property. Restore any improvements damaged by this work to the original condition as acceptable to the MDNR or MDNR's designee and other parties or authorities having jurisdiction.

Protection of Existing Trees and Vegetation - Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary fences, barricades or guards as required to protect trees and vegetation to be left standing. Water trees and other vegetation to remain within the limits of the contract work as required to maintain their health during the course of construction operations. Provide protection for roots over 1.5" diameter cut during construction operations.

Coat the cut faces with an acceptable coating formulated for horticultural use on cut or damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out and cover with earth as soon as possible. Repair or replace trees and vegetation damaged by construction operations in a manner acceptable to the MDNR or MDNR's designee. Tree damage shall be repaired by a qualified tree surgeon. The selected tree surgeon shall be subject to the written approval of the MDNR. Replace trees which cannot be repaired and restored to full growth status as determined by the tree surgeon.

PART 2 - PRODUCTS [Not Applicable]

PART 3 - EXECUTION

3.01 SITE CLEARING AND GRUBBING

Remove vegetation, improvements or obstruction interfering with the installation of new construction. Clear the project site of trees, shrubs and other vegetation - except for those indicated to be left standing. Removal includes new and old stumps of trees and their roots. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction. Completely remove stumps, roots and other debris protruding through the ground surface. Use only hand methods for grubbing inside the drip line of trees indicated to be left standing. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated. Place fill material in horizontal layers not exceeding 0.5' loose depth, and thoroughly compact to a density equal to adjacent original ground.



3.02 DISPOSAL OF WASTE MATERIALS

Burning of combustible cleared and grubbed materials is not permitted on the MDNR or MDNR’s designee’s property. Remove from the MDNR or MDNR’s designee’s property and legally dispose of all waste materials and unsuitable or excess soils.

3.03 TOPSOIL REMOVAL

Topsoil is defined as friable clay loam surface soil found in a depth of not less than 0.4'. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones and other objects over 2.0" in diameter, and without weeds, roots and other objectionable materials. Strip topsoil from within the areas to be occupied by the structure, Paving and walks and from other areas within the grading limits to be cut, filled or re-graded. Strip topsoil to whatever depth encountered in a manner to prevent intermingling with the underlying subsoil or objectionable material. Remove heavy growth of grass from areas before stripping. Where trees are indicated to be left standing, stop topsoil stripping at a sufficient distance to prevent damage to the main root system. Stockpile topsoil as indicated and where it will not interfere with construction operations or sitework. Locate topsoil storage piles in areas shown or where otherwise directed. Construct storage piles to freely drain surface water and cover if required to prevent windblown dust. If soil or weather conditions are unsuitable, the Contractor shall cease topsoil removal operations and resume only when directed to do so by the MDNR or MDNR’s designee. Dispose of excess topsoil the same as waste material, herein specified.

SECTION 02210p - EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The extent of Earthwork required is shown on the drawings. This work includes, but is not limited to, all labor, material, equipment and services necessary for:

- Site grading
- Cutting
- Placement of fill materials
- Related work as required

Excavating and backfilling for storm drainage and other utilities is not included as a part of this work and, as may be applicable, may be specified elsewhere in these documents.

1.02 QUALITY ASSURANCE

Codes and Standards - Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

Lines and Grades - The Contractor shall provide all instrumental surveying required to lay out and construct this work in conformance with the drawings. Verify all subgrades by staking on section lines before installing topsoil or other surfacing material.

1.03 JOB CONDITIONS

Site Information - The Contractor shall make his or her own investigation as he or she deems necessary prior to the bid opening. Data on surface or subsurface conditions is not intend as representations or warranties of accuracy or continuity of actual site conditions. It is expressly understood that the MDNR or MDNR’s designee and project consultants employed as representatives of the work will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data is made available for the convenience of the Contractor.



Existing Utilities - Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility MDNR or MDNR's designee immediately for directions. Cooperate with the MDNR or MDNR's designee and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility MDNR or MDNR's designee. Do not interrupt existing utilities serving facilities occupied and used by the MDNR or MDNR's designee or others, except when permitted in writing by the MDNR or MDNR's designee, and then only after acceptable temporary utility services have been provided.

Explosives - The use of explosives is not permitted.

Protection of Persons and Property - Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washouts and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 DEFINITIONS

Standards - Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials (AASHTO) M145, soil classification Groups A-1, A-2-4, A-2-5 and A-3. Unsatisfactory soil materials are those defined in AASHTO M145 Soil Classification Groups A-2-6, A-2-7, A-4, A-6 and A-7. Also listed as unsatisfactory is peat and other highly organic soils. Cohesion less soil materials includes gravel, sand gravel mixture and gravelly sands. Cohesive soil materials include clayey and silty gravel, sand clay mixtures, gravel silt mixtures, clayey and silty sands, sand silt mixtures, clays, silts and very fine sands.

Topsoil - Topsoil shall be fertile, friable organic soil, characteristic of the soils in the project area which will produce heavy growths of vegetation. Topsoil shall be capable of supporting a healthy and vigorous stand of turf (lawn) grass. The following mechanical analysis shall be met:

- 1" Sieve 100% Passing
- 1/4" Sieve 97-99% Passing
- #100 Sieve 40-60% Passing

The Ph level shall be between 5.5 and 7.5. Organic material shall not be less than 4% by weight nor greater than 25%. Topsoil shall be free of any matter which will retard or prevent healthy growth of plant material. Slag, cinders, subsoil, and stone shall not exceed 5% by volume. Topsoil shall be free of viable seeds of noxious weeds and/or illegal plants, and herbicide chemicals. Contractor shall provide a representative sample of proposed topsoil and shall identify the original and current location from which the material will be obtained.

PART 3 - EXECUTION

3.01 INSPECTION

Examine the areas and conditions under which excavation, filling and grading are to be performed and notify the MDNR, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.



3.02 EXCAVATION

Excavation consists of removal and disposal of material encountered when establishing required grade elevations. Earth excavation includes removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and other materials encountered that are not classified as rock excavation or unauthorized excavation. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the MDNR or MDNR's designee. Unauthorized excavation, as well as remedial work directed by the MDNR or MDNR's designee, shall be at the expense of the Contractor.

Dewatering - Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area. Convey water removed from excavations and rain water to collecting or run off areas. Establish and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.

Materials Storage - Stockpile satisfactory excavated materials where directed, until required for fill. Place grade and shape stockpiles for proper drainage. Locate and retain soil materials away from the edge of excavations. Dispose of excess soil material and waste materials as directed.

Excavations for Paved Areas - Cut surface under pavements to comply with cross sections, elevations and grades as shown.

3.03 COMPACTION

Control soil compaction during construction providing minimum percentages of density specified for each area classification. Compact soil to not less than the following percentages of maximum dry density for soils which exhibit a well defined moisture density relationship determined in accordance with ASTM D 1557.

Turf or Unpaved Areas - Compact top 0.5 foot of subgrade and each layer of backfill or fill material not to exceed 80% maximum density.

Moisture Control - Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil materials. Prevent free water from appearing on surface during or subsequent to compaction operations. Remove and replace or scarify and air dry soil material that is too wet to permit compaction to specified density.

3.04 BACKFILL AND FILL

Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below:

Walks and Paved Areas - Use subbase material, satisfactory excavated or borrow material or combination of both. Turf or Unpaved Areas - Use satisfactory excavated or borrow materials.

Ground Surface Preparation - Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious materials from ground surface prior to placement of fills. Plow strip or break up sloped surface steeper than one vertical to four horizontal so that fill materials will bond with existing surface. When existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, moisture condition to the optimum moisture content and compact to required depth and



percentage of maximum density.

Placement and Compaction - Place fill materials in layers not more than 0.6 foot in loose depth for material compaction by heavy construction equipment and not more than 0.3 foot in loose depth for material compacted by hand operated tampers.

At Existing Trees to Remain - Remove vegetation within dripline and fill with a single layer of uncompacted topsoil. Hand grade to attain required finish grade.

3.05 DISTRIBUTION OF TOPSOIL

Prior to topsoil placement, the subgrade shall be prepared to uniform levels and slope between points where elevations are shown. Abrupt changes in slope are to be rounded off. Loosen subgrade to a minimum depth of 0.4 foot. Remove stones over .75" in any dimension and sticks, roots, rubbish and other extraneous matter. Fine rake by York Rake, Viking Roller Blade, Rotovator, Rockhound or approved equal or by hand to produce a smooth even surface that conforms to the grades established on the drawings. Any irregularities shall be corrected in order to prevent the formation of depressions or water pockets. Topsoil shall be uniformly distributed to a minimum depth of 0.4 foot after firming, unless otherwise indicated. Topsoil in planting bed areas, if applicable, shall placed to a minimum depth of 1.0 foot. Topsoil shall be spread in such a manner that finish grading, seeding or sodding, and landscape planting operations can proceed with a minimum of additional soil preparation. Place approximately 50% of the total amount of the topsoil required, work into top of loosened subgrade to create a transition layer, then place remainder of topsoil. Topsoil shall not be placed while in a frozen or muddy condition, when the subgrade is excessively wet or in a condition that may otherwise be detrimental to proper grading. Irregularities in the surface resulting from topsoil spreading or other operations shall be corrected in order to prevent the formation of depressions or water pockets. Provide additional clean topsoil - subject to approval of the MDNR or MDNR's designee - as may be required to complete work. Distribute any excess topsoil as directed.

3.06 MAINTENANCE

Protection of Graded Areas - Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and reestablish grades in settled, eroded and rutted areas to specified tolerances.

Reconditioning of Compacted Areas - Where completed compacted areas are disturbed by subsequent construction operation or adverse weather, scarify surface, reshape and compact to required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove trash, debris and waste materials and legally dispose of such off the property, except as otherwise specifically noted.



SECTION 02510 - SUB-DRAINAGE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The extent of sub drainage work is shown on the drawings. This work includes, but is not limited to, all labor, material, equipment, and services necessary for:

- Excavation and trenching
- Disposal of unsuitable or excess excavated materials
- Dewatering of excavations
- Temporary or permanent sheeting, bracing, and shoring of trenches and excavations as may be required.
- Subgrade preparation
- Foundations, bedding, backfill and fill materials
- Restoration of finished surfaces
- Related work as required

1.02 SITE CONDITIONS

The Contractor shall examine the subgrade, verify the elevations, observe the conditions under which the work is to be performed, and notify the MDNR or MDNR's designee of any unsatisfactory conditions prior to bid preparation. Storm drainage systems shall not be installed until all unsatisfactory conditions are corrected.

1.03 REQUIREMENTS OF REGULATORY AGENCIES

Work of this Section shall be constructed in accordance with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction. When such work is required to be constructed in a manner differing from the Purchase order and associated documents, the Contractor shall so notify the MDNR or MDNR's designee, in writing, prior to proceeding with the work.

1.04 QUALITY ASSURANCE

Work - The Contractor is responsible for correction of work which does not conform to the specified requirements. Compaction testing shall be performed at the Contractors expense to determine Contract Document compliance. Failure to achieve required density shall result in removing and compacting of the material in question. Such removal and compaction shall be at the Contractor's expense. Depressions resulting form settlement shall be brought to grade at the expense of the Contractor.

Manufacturer's Test Data - The Contractor shall submit the manufacturer's test data demonstrating that materials to be used on this project meet applicable MDOT,ASTM, ANSI and similar specifications.

1.05 JOB CONDITIONS

Site Information - Data on indicated subsurface conditions, if provided, is not intended as representations or warranties of accuracy or continuity between soil boring locations (if soil boring data is present). It is expressly understood that the MDNR or MDNR's designee and project consultant employed as representatives of the MDNR or MDNR's designee, will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data is made available only for the convenience of the Contractor. Additional test data and other exploratory operation may be made by the contractor, either prior to submitting his or her bid and during construction, if at no additional cost to the MDNR or MDNR's designee.



Existing Utilities - Contractor shall locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility MDNR or MDNR's designee immediately for directions. Cooperate with the MDNR or MDNR's designee and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility MDNR or MDNR's designee. Do NOT interrupt existing utilities serving facilities occupied and used by MDNR or MDNR's designee or others - except when permitted in writing by the MDNR or MDNR's designee and then only after acceptable temporary utility services have been provided. Demolish and completely remove from the site existing underground utilities indicated to be removed. Coordinate with utility companies for shut off of services if lines are active.

Explosives - The use of explosives is not permitted.

Protection of Persons and Property - Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations. All protective measures must be in accordance with City of Dewitt safety standards, local, state, and federal guidelines for protection of persons and property which come in contact with the project (OSHA approved safety measures as they apply to the different scope of services.)

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS

Drainage pipe and fittings shall be manufactured by Advanced Drainage Systems, Inc./ 330 Riverside Drive/ Columbus, Ohio 43221 or approved equal.

Pipe shall be corrugated polyethylene perforated or solid tubing as indicated on drawing. Perforated pipe shall be installed with factory installed sonically welded nylon screen - Drainguard\ or approved equal. Pipe ends and clean outs shall be capped with NDS #D6 round heavy duty cast iron grate or approved equal.

2.02 BACKFILL

Backfill for perforated pipe shall be pea gravel. The Contractor shall provide to the MDNR or MDNR's designee a sample of the proposed pea gravel fill material for approval prior to delivery of the backfill to the site. Clean excavated material, free of debris may be used for non perforated pipe.

2.03 PEASTONE

Peastone shall be natural smooth rock material. Supply sample of peastone to the MDNR or MDNR's designee for approval prior to delivery to site.

2.04 GEOTEXTILE FABRIC

Geotextile shall be Amoco 4546, a polyester drainage fabric, non-woven or approved equal.



PART 3 - EXECUTION

3.01 TRENCHING

Trenching shall be by open cut from the surface. The trench depth shall be on line and to the grade required for pipe installation. The width of the trench shall allow for a minimum side clearance of 0.2' on each side of the pipe. The trench bottom shall be dry and frost free and shall provide for a firm continuous support. Sub-drainage pipe may be installed with a laser regulated agricultural type sub-drainage pipe installation machine.

3.02 CONNECTION AT STRUCTURE

Mortar joints at the point where drainage tubing enters a concrete structure.

3.03 PIPING

Lay drainpipe firmly bedded in drainage fill material. Provide full bearing for each pipe section. Perforated pipe shall be laid with perforations side down, joints closed.

Provide a continuous slope in the direction of flow with a minimum grade of 1%.

Provide collars, transition outlets and couplings for all in-line Joints and all, elbow or bend sections for all corners and changes in direction.

Make connections to other site drainage piping on structures as required.

All pipe ends are to be equipped with clean outs. There shall be a minimum of one clean out for every 100' on all drain tile outside of play area. Caps shall be bolted in place.

3.04 DISPOSAL OF UNSUITABLE AND EXCESS MATERIALS

The Contractor is responsible for the legal disposal of unsuitable or excess materials. The MDNR or MDNR's designee may establish disposal sites, however, may opt not to accept certain materials. The disposal of materials shall not violate laws, rules, regulations, etc. regarding the filling of flood plains, wetlands, and other environmentally sensitive areas. Adequate controls shall be provided by the Contractor to maintain disposal sites in a neat and safe condition by periodic leveling, erosion control, and other practices as necessary for the public health, safety, and welfare.



SECTION 02810 - FINISH GRADING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The extent of the landscape finish grading work is shown on the drawings. The work of this section includes, but is not limited to, the furnishing of all labor, materials, equipment, and services necessary for:

Finish grading of topsoil in all areas to be landscaped Related work as required

1.02 LANDSCAPE SUBCONTRACTOR

The selection of the landscape subcontractor - if applicable - is subject to the written approval of the MDNR or MDNR's designee.

1.03 SITE CONDITIONS

The Contractor shall examine the soils, verify elevations, observe the conditions under which the work is to be performed and notify - in writing - the MDNR or MDNR's designee of any unsatisfactory conditions prior to bid preparation. All unsatisfactory topsoil quantities or qualities or other unsatisfactory conditions encountered during construction shall be reported in writing to the MDNR or MDNR's designee. Finish grading of landscape areas shall not continue prior to correction of or written acceptance of the encountered condition by the MDNR or MDNR's designee.

PART 2 - PRODUCTS

2.01 TOPSOIL - Refer to "Section 02210 - Earthwork

PART 3 - EXECUTION

3.01 GRADING

The topsoil shall be fine graded to uniform levels and slope between points where elevations are shown. Abrupt changes in slope are to be rounded off. Loosen lawn areas to a minimum depth of 0.4 foot. Remove stones over 1.0" in any dimension and sticks, roots, rubbish, and other extraneous matter. Fine rake to produce a smooth even surface that conforms to the grades established by drawings. Any irregularities in the surface from topsoil spreading or other operations shall be corrected in order to prevent the formation of depressions or water pockets. Topsoil shall not be graded while in a frozen or muddy condition, when the subgrade is wet, or in a condition that may otherwise be detrimental to proper grading. Compaction shall not exceed 80% maximum density. Manually install topsoil at tree roots to remain to avoid damage to root systems.

3.02 CLEAN-UP

After the final grades are approved, remove all grade stakes, surface trash and other objects that would hinder maintenance of turf and planted areas.



SECTION 02821p - SEEDING WITH MULCH

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The extent of seeding work required for this project is shown on the drawings. The work of this section includes, but is not limited to, all labor, material, equipment, and services necessary for:

- Seeding of all scheduled areas
- Mulching of all seeded areas
- Related work as required

1.02 LANDSCAPE SUBCONTRACTOR

The selection of the landscape subcontractor - if applicable - is subject to the written approval of the MDNR or MDNR's designee.

1.03 DELIVERY, STORAGE, AND HANDLING

Seed and fertilizer materials shall be in original unopened containers and shall indicate weight, analysis, name, and date code of the manufacture. Materials shall be stored in an orderly manner, at location acceptable to the MDNR or MDNR's designee, in a manner to prevent wetting and/or deteriorated.

1.04 PROJECT CONDITIONS

- Seed Blend - Submit proposed Seed Blend to the MDNR or MDNR's designee for approval.
- Seeding - Perform seeding work only after other work affecting ground surface has been completed.
- Watering - Provide adequate hose and watering equipment as required.
- Germination - Within thirty (30) calendar daysafter seeding, it is expected that 60-80% of the seed will have germinated and grown.

1.05 SITE CONDITIONS

All unsatisfactory topsoil quantities or qualities or other unsatisfactory conditions detrimental to seeding shall be reported in writing to the MDNR or MDNR's designee. Seeding shall not continue prior to correction of or written acceptance of the encountered conditions by the MDNR or MDNR's designee.

1.06 WARRANTY

The Contractor shall provide a uniform stand of grass and shall provide watering, mowing, and maintenance of all seeded areas prior to final acceptance by the MDNR or MDNR's designee. The Contractor shall reseed all areas which fail with specified materials to provide a uniform stand of grass until all affected areas are accepted by the MDNR or MDNR's designee.



PART 2 - PRODUCTS

2.01 SEED

Seed shall be a consistent mixture of the following varieties or approved equal:

Spartan Wear-N-Tear Mixture
Michigan State Seed Company
717 N. Clinton Grand Ledge, MI 48837
(800)647-8873

Seed	%/Wt.	Germination
Kentucky Bluegrass		
Alene	10%	80%
Cannon	10%	80%
Geronimo	10%	80%
Touchdown	10%	80%
Creeping Red Fescue		
Hector	20%	85%
Perennial Ryegrass		
Cutter	10%	90%
Dimension	15%	90%
Manhattan II	15%	90%

The seed mixture prepared shall not contain more than 0.15% weed and more than 0.00% noxious weed seed. Submit all tags from seed bags to the MDNR or MDNR's designee for inspection.

2.02 FERTILIZER

Fertilizer for turf areas shall have a chemical analysis shall be at least 12% available nitrogen, 12% readily available phosphoric acid, and 12% total available potash (12-12-12).

2.03 MULCH

Mulch shall be hydro mulch, matted straw, free of noxious weed seed or other approved organic material commonly used by the industry for the purpose of the mulching of seeding and approved by the MDNR or MDNR's designee. Mulch shall be held in place with an approved tackifier agent intended for such application. The rate of application shall be in accordance with manufacturers specifications. Mulch type is to be approved by the MDNR or MDNR's designee in writing prior to installation.

2.04 WATER

Water shall be free of substance harmful to seed growth. Hoses and other methods of water transportation and application shall be furnished by the Contractor.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

Topsoil shall be fine raked to produce a smooth even surface which conforms to established grades. All stones larger than .75" in diameter shall be removed from the surface of areas to be seeded. The area shall be made smooth and uniform and parallel to the finished grade. The tops and bottoms of all slopes shall be rounded to blend into the natural ground or adjacent slopes by vertical curves.



3.02 TOLERANCE

Seeded areas will be allowed a tolerance of 0.1 foot. Slope for drainage over turf areas shall have a minimum grade of 1.0%

3.03 CHEMICAL TREATMENT

Seeding shall not be done on soil which has been chemically treated until sufficient time has elapsed to permit dissipation of all toxic materials. The Contractor shall assume full responsibility for any loss or damage to turf arising from improper dissipation of toxic residues, whether or not such materials are specified herein.

3.04 FERTILIZER APPLICATION

Fertilizer shall be applied uniformly over the entire area to be seeded and incorporated into the topsoil. Application rate shall be 15# per 1000 square feet.

3.05 SEEDING

Seed shall be applied evenly over the entire area. This Mixture shall be evenly applied by seeding or drilling with a Brillion Seeder, Viking Roller Blade\, or approved equal at the rate of 5# per 1000 square feet.

3.06 MULCHING

Roll straw mat to obtain continuous coverage over the seeded area. Straw shall be mechanically crimped. As an alternate method, approved organic fibrous material may be applied at the rate of 1000# per acre by hydro seeder. Refer to tackifier requirement above.

3.07 HYDRO SEEDING

This method may be used only when authorized in writing by the MDNR or MDNR's designee. When such authorization is given, the finish grading and surface treatment is as previously specified.

3.07 WATERING

To the point of acceptance, the Contractor shall be responsible for providing adequate water and application to assure the establishment of a dense permanent turf.

3.08 MAINTENANCE

Duration - The Contractor shall maintain newly seeded turf until the final acceptance of the entire project.

Maintenance Included - Maintain newly seeded turf areas, including watering, spot weeding, mowing, application of herbicides, fungicides, insecticides, and reseeding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the MDNR or MDNR's designee.

1. Water daily to maintain adequate surface soil moisture for proper seed germination. Continue daily watering for not less than 30 calendar days. After 30 calendar days, apply ½" of water two times per week until final acceptance.

2. Repair, rework, and/or reseed all areas what have washed out and/or eroded or areas which turf has not established.



3. Mow new turf prior to a height of 3 inches. Set mower blades at a minimum height of 2 inches. Not more than 30% of the grass leaf shall be removed at the initial or following mowings.

4. If infestation of weeds or crabgrass develops, treat infested area by hand weeding or herbicidal control. Furnish and install weed chemical control as per manufacturer's recommendation. All herbicidal controls - including renovation before reseeding operations - shall be acceptable to the MDNR or MDNR's designee.

3.09 ACCEPTANCE

An inspection to determine acceptance of installed lawns will be made by the MDNR or MDNR's designee upon the Contractor's request. Provide notification at least five (5) working calendar days prior to the requested inspection.

1. New lawn areas will be acceptable provided all requirements - including maintenance - have been complied with, and a healthy uniform stand of specified grasses is established, and is free of weeds of undesirable grass species, disease, and insects.
2. Turf areas shall NOT have bare spots or unacceptable cover totaling more than 2% of the individual areas, in areas requested to be inspected.
3. Upon final acceptance, the MDNR or MDNR's designee will assume turf maintenance responsibility.



C. DIVISION 3 – CONCRETE

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this Section consists of, but is not necessarily limited to, furnishing and placing concrete as shown on the drawings. Also included are required forms, reinforcing, finishing curing and provide security as specified herein.

1.02 QUALITY ASSURANCE

Qualifications of Workers: Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed, the reference standards, and the requirements of this work, and who shall direct all work performed under this Section.

1.03 PRODUCT HANDLING

A. Protection:

Use all means necessary to protect materials before, during and after installation and to protect the installed work and materials of all other trades.

B. Replacements:

In the event of damage, immediately make all repairs and replacements necessary to the approval of the MDNR or MDNR's designee and at no additional cost to the MDNR or MDNR's designee.

PART 2 PRODUCTS

2.01 MATERIAL

A. Formwork:

1. General:

- a. Forms shall be of sound and tight materials.
- b. Forms for all exposed parts of concrete shall be made of plywood of metal, or of structural backing with plywood or metal liners to produce a smooth surface on the concrete.
- c. Forms for unexposed parts may be of sound wood boarding, salvaged plywood, or of other approved material herein specified.

2. Sealers:

All form sealers shall be first quality of their respective kinds and subject to the approval of the MDNR or MDNR's designee.

B. Concrete Reinforcement:

All concrete reinforcement materials shall be new, free from rust and comply with the following reference standards:

Specifications for "Deformed and Plain Billet - Steel Bars for Concrete Reinforcement", ASTM A615, A 616, or A 617, Grade 60.

C. Cement:

- 1. Cement shall be Portland cement, Type 1A, conforming to ASTM C-150.
- 2. All exterior concrete and exposed concrete shall receive air-entrainment conforming to MDOT 1990 Standard Specifications, Section 8.2403, and shall be measured at 4-6% by volume.



- D. Aggregate:
 - 1. General:
 - a. All aggregate shall meet the requirements of ASTM C-33 and MDOT Standard Specifications, Section 8.02.
 - 2. Coarse Aggregate:
 - a. Coarse aggregate shall meet MDOT Specifications for class 6A of 6AA, and be composed of stone or crushed rock of hard durable pieces, well graded, and free from clay or organic substance.
 - b. Maximum size not to exceed one-fifth of the minimum dimension of the concrete member in which placed and not to exceed three-fourths of clear spacing between reinforcing steel.
 - c. Maximum size aggregate for floor slabs and sidewalks shall be 3/4 inch.
 - 3. Fine aggregate:
 - a. Fine aggregate shall meet MDOT Specifications for class 2NS, and be composed of hard natural sand, free of clay or other material which will have a deleterious effect on the finished product.
- E. Concrete:
 - 1. Unless otherwise noted, concrete shall have a 28-day compressive strength of 4000 psi.
 - 2. Cement content shall be 564 lbs/cy.
 - 3. Maximum slump shall be 3".
 - 4. Entrained air content shall be 6.5% +/- 1%.
- F. Water:

Water shall be clean and free from injurious amounts of foreign matter.
- G. Miscellaneous Concrete Accessories:
 - Expansion Joint Material:

Fiber-type Federal Specifications No. HHF-341F, Type III.H. Joint Sealant shall be Sonneborn SL1 self leveling polyurethane sealant

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection:

Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Contractor related to any deficiencies.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 INSTALLATION

- A. Formwork:
 - 1. General:
 - a. Construct all required forms to be substantial, sufficiently tight to prevent leakage of mortar, and able to withstand excessive deflection when filled with wet concrete.



- 2. Layout:
 - a. Form all required cast-in-place concrete to the shapes, sizes, lines and dimensions indicated on the drawings.
 - b. Make proper provisions for all openings, offsets, recesses, anchorage, blocking and other features of the work as indicated on the drawings or required by the various Sections of these Specifications.
- B. Embedded Items
Set all required steel frames, angles, grilles, bolts, inserts and other such items required to be anchored in the concrete before the concrete is placed.
- C. Bracing:
Properly brace and tie the forms together so as to maintain position and shape.
- D. Reinforcement:
Position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, and hangars, as required. Where splices are required, lap bars a minimum of 18". Wire mesh re-inforcement is to be min. 8 gauge 6x6 welded placed in the center of the pour as measured through the depth of the pour. No reinforcement, unless noted, is to come within 3" of any one side of the forms.
- E. Placing Concrete:
 - 1. General:
 - a. Place concrete in compliance with practices and recommendations of the American Concrete Institute (ACI) and as herein specified.
 - 2. Method:
 - a. Convey concrete from mixer to place of final deposit by methods that will prevent separation and loss of materials.
 - b. For chutting, pumping and pneumatically conveying concrete, use only equipment of such size and design as to ensure a practically continuous flow of concrete at the delivery end without loss or separation of materials.
 - c. Deposit concrete as nearly as possible in its final position to avoid segregation due to rehandling and flowing.
 - d. Place concrete as dry as possible consistent with good workmanship, never exceeding the maximum specified.
 - e. Never place concrete in water or allow water to come in contact with concrete until it has hardened sufficiently to not be damaged.
 - 3. Rate of Placement:
Place concrete at such a rate that concrete is at all times plastic and flows readily between bare bars.
 - 4. Compaction:
 - a. Thoroughly consolidate all concrete by suitable means during placement, working it around all embedded fixtures and into corners of forms.
 - b. During placement, thoroughly compact the concrete by hand tamping and by mechanical vibration.
 - c. Vibrating of forms will not be allowed.
- F. Joints:
 - 1. Construction Joints:
Construction joints in concrete shall be keyed together and the design reinforcement shall be properly extended through the joints. Pattern of joints is to be evaluated with the MDNR or MDNR's designee prior to installation.



2. Joints:

.Expansion (control) joints shall be caulked with Sonneborn SL1 self leveling polyurethane or approved equivalent, and shall be at least 1/4 the depth of the slab. Maximum length between joints shall be 40 feet. Pattern of joints is to be evaluated with the MDNR or MDNR's designee prior to installation.

G. Leveling and Finishing:

1. General:

- a. Concrete slabs shall be brought to proper lines of level and pitch by screeding and floating in order to remove all humps and hollows to produce true even surfaces.
- b. Tamp slabs with suitable equipment to depress large aggregate and then push float as necessary.
- c. All floor slabs shall have a steel trowel finish. Interior or exterior surfaces that permit standing water will not be permitted.
- d. All exterior concrete flatwork (except handicap ramp) shall be steel troweled and finished with a fine hair broom.
- e. Handicap ramp shall be finished with a coarse hair broom of a corrugated bull float.
- f. Apply hardener to slabs per manufacturer's recommendations when required.

2. Exterior Finishes:

- a. Surfaces Below Grade: Surfaces below grade or not exposed shall have rough form finish. After forms and ties are removed, tie holes and defects shall be patched, fins exceeding 1/4" in height shall be chipped off or rubbed off. Form lines on the remainder of wall surface must be rub out to provide a smooth continuous wall.
- b. Exposed Aggregate Concrete: Finish exposed aggregate concrete in compliance the practices and recommendations of the American Concrete Institute (ACI) for exposed aggregate finishes.
- c. All floor slabs shall have a steel trowel finish.

3. Curbing and Protecting:

- a. Unless otherwise approved, cure concrete by keeping all exposed surfaces wet for a minimum of three calendar days. Concrete shall be kept from freezing at all times.
- b. Unless equipment is utilized to protect concrete from freezing, no concrete shall be placed unless the temperature is above 40 degrees Fahrenheit, and rising.
- c. Enclosures and heating equipment to be used for protection of concrete construction during freezing weather shall be erected, tested and approves by the MDNR or MDNR's designee before proceeding with construction. Equipment and enclosures shall maintain a temperature of at least 50 degrees Fahrenheit for a period of five calendar days after concrete is placed.

4. Interior or exterior surfaces that permit standing water will not be permitted.

3.03 CLEANING

Upon completion of work, the Cast-In-Place Concrete Contractor shall remove and properly dispose of all equipment and debris related to this phase of the contract from job site with area left clean and acceptable to the MDNR or MDNR's designee.



D. DIVISION 6 -WOOD AND PLASTICS

SECTION 06011p - SAFETY SURFACES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The extent of Safety Surface work is to include approved safety surfaces to be place within "Safety Use Zones" under any and all playground equipment.

A permanent resilient safety surfacing (rubber, latex and/or vinyl) is to be included under all swings, around all whirls and under all slides at the exit location. The permanent resilient safety surface should also be considered at the entrance locations to each play site. The remaining safety surfaces may be wood fiber products, although they must meet ADA Standards.

This work includes, but is not limited to, all labor, material, equipment, and services necessary for:

- Excavation and trenching
- Disposal of unsuitable or excess excavated materials
- Dewatering of excavations
- Subgrade preparation
- Subdrainage
- Supply and Placement of Geotextile Fabric under pea stone and Wood Fiber Surfacing
- Supply and Placement of Wood Fiber Surfacing (12" minimum compressed depth)
- Installation of Synthetic Surfacing per manufacturers specifications
- Foundations, bedding, backfill and fill materials
- Restoration of finished surfaces
- Related work as required

1.02 REQUIREMENTS OF REGULATORY AGENCIES

Work of this section shall be constructed in accordance with all standards, guidelines, laws, ordinances, rules, regulations and orders of any public authority having jurisdiction. When such work is required to be constructed in a manner differing from the Purchase order and associated documents, the Contractor shall so notify the Architect, in writing, prior to proceeding with the work.

Work of this section shall specifically meet or exceed the 1997 Consumer Product Safety Commission (CPSC), the American Society for Testing Materials (ASTM F1487-98), the Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS) Michigan's Barrier Free Design Law, and any other applicable standard, guidelines, law, ordinance, rule, regulation and/or order of any public jurisdiction having authority.

If fall heights for any equipment and surfacing exceed the test data supplied by CPSC's, "Playground Surfacing: Technical Information Guide", additional test data shall be provided by the manufacturer/supplier of the product to support the proposed products compliance and safety with the standards and guidelines. The manufacturer/supplier shall also provide a written waiver to the MDNR or MDNR's designee and the MDNR or MDNR's designee's Representative(s) holding them harmless.



1.03 SITE CONDITIONS

The Contractor shall examine the subgrade, verify the elevations, observe the conditions under which the work is to be performed, and notify the MDNR or MDNR's designee and the Architect of any unsatisfactory conditions prior to bid preparation. Safety Surface Systems shall not be installed until all unsatisfactory conditions are corrected.

1.04 QUALITY ASSURANCE

A. Workmanship

The Contractor is responsible for correction of work which does not conform to the specified requirements.

B. Manufacturer's Test Data

The Contractor shall submit the manufacturer's test data demonstrating that materials to be used on this project meet applicable requirements of regulatory agencies, as listed in 1.02.

C. Test Results

Tests conducted to determine shock-absorbing properties of surfacing materials shall be in accordance with ASTM test method, ASTM F355-86.

D. Test Method Results:

Test method results of safety surfaces shall meet or exceed standards for Impact Attenuation (G-Max and Head Injury Criteria (HIC)).

1.05 JOB CONDITIONS

A. Site Information

Data on indicated surface and subsurface conditions, if provided, is not intended as an exact representation or warranty of accuracy or continuity of the site. It is expressly understood that the MDNR or MDNR's designee and the MDNR or MDNR's designee's Representative(s) are employed as representatives of the MDNR or MDNR's designee, and will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data is made available only for the convenience of the Contractor. Additional test data and other exploratory operation may be made by the Contractor, either prior to submitting his or her bid and during construction, if at no additional cost to the MDNR or MDNR's designee.

B. Existing Utilities

Contractor shall locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility MDNR or MDNR's designee immediately for directions. Cooperate with the MDNR or MDNR's designee and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility MDNR or MDNR's designee. Do NOT interrupt existing utilities serving facilities occupied and used by MDNR or MDNR's designee or others - except when permitted in writing by the Architect and then only after acceptable temporary utility services have been provided. Demolish and completely remove from the site existing underground utilities indicated to be removed. Coordinate with utility companies for shut off of services if lines are active.



C. Explosives.

The use of explosives is not permitted.

D. Protection of Persons and Property

Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by sub-drainage operations.

1.06 SUBMITTALS

Contractor shall submit the following safety surface product information to the MDNR or MDNR's designee and the MDNR or MDNR's designee's Representative(s):

1. Company name, address, phone, e-mail and references of wood fiber supplier.
2. A minimum sample of one cubic yard of material shall be delivered to the site for approval of MDNR or MDNR's designee prior to installation of safety surfacing at all sites.
3. Product specifications and product safety and test data for proposed wood fiber.

PART 2 - PRODUCTS

2.01 WOOD FIBER SURFACING

Commercially processed wood fiber which is manufactured for use as a playground surfacing shall be a mix of random sized wood fibers. No wood fiber shall exceed 3" in length, 1/2" in width, and 1-1/4" in depth. A minimum of 85% of the fibers shall pass through a 3/8" sieve. Standard wood chips or bark mulch will not be accepted. Wood fiber shall have no metal, twigs, bark, leaves, soil, clay, styrofoam, paint or other organic / inorganic material incorporated within. In an event where contaminants have been discovered, all contaminated wood fiber will be replaced at contractor's expense. All warranties on wood fiber product and installation will start once the project, and including final punch list is completed.

2.02 SYNTHETIC SURFACING - WEAR PADS

Provide "Shop Drawings", product specifications and product safety and test data for proposed synthetic safety surface system. All synthetic surfacing shall be installed as per manufacturers specifications. Wear pads shall be at least 3' X 3' and meet criteria for a 4' fall height beneath single user swings and slide exits. Wear pads shall be at least 4' x 6' and meet criteria for a 4' fall height beneath tire swings.

2.03 GEOTEXTILE FABRIC

Geotextile fabric shall be a Amoco 4546 Polyester Drainage Fabric, non-woven.

2.04 PEASTONE

Peastone used for Subdrainage, See Section 02510.

PART 3 - EXECUTION

3.01 INSPECTION

Contractor shall thoroughly examine the areas and conditions under which excavation, filling and grading are to be performed. Architect is to be notified, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.



3.02 SUBGRADE

The subgrade shall be graded to a minimum of 1% and a maximum of 5% unless otherwise noted on the grading plan.

All roots, stones and vegetation shall be removed.

The subgrade shall be compacted to 95% of the dry density, as determined by the provisions of AASHTO or T 205.

Subgrade shall be level with existing grade, or excavated below existing grade as determined necessary by the Architect.

3.03 APPLICATION

A. WOOD FIBER SURFACING

1. Geotextile Fabric

Geotextile fabric shall be used as separation between the peastone drainage course and wood fiber material and between the peastone drainage course and subbase.

In areas where equipment exists, it is necessary to cut the fabric to fit. Once fitted, any cuts should be overlapped with fabric wherever possible.

Geotextile fabric shall be placed on smooth subgrade and all wrinkles removed. All seams shall overlap a minimum of 12". Machinery shall not disturb or travel on the geotextile fabric.

2. Drainage Course

Four (4) inches of peastone gravel shall be placed on the subbase with a layer of geotextile fabric separating the peastone from the subbase unless noted otherwise on the plan.

Four (4) inches perforated corrugated pipe shall be placed across the playground area and along the edges of the playground area with a minimum slope of 1% unless otherwise indicated on the plan.

All installation sites shall have positive grade to facilitate drainage away from the playground area.

3. Wood Fiber

Wood fiber material shall be placed on top of the peastone drainage course, separated by a layer of geotextile fabric.

The wood fiber surfacing shall be spread to a uniform depth of 12" (12" is a minimum compressed depth). All material must be installed to allow for settling and natural compaction.

B. SYNTHETIC SURFACING

Provide "Shop Drawings", product specifications and product safety and test data to the MDNR or MDNR's designee and the MDNR or MDNR's designee's Representative(s) for proposed synthetic surface system. All synthetic surfaces shall be installed as per the manufacturer's specifications to assure maximum impact protection for proposed equipment.



Synthetic surfacing shall be placed in the Safety Use Zones of the following equipment:

- Whirls
- Swings (pad directly under each swing)
- Slide (pad under the exit end)
- Transfer Platform/Ramp

3.04 GUARANTEE and MAINTENANCE

All Materials and Installations shall be guaranteed by the manufacturer/supplier for a period of two years beyond the date of final acceptance by the MDNR or MDNR's designee. The manufacturer/supplier shall provide a written maintenance plan to the MDNR or MDNR's designee which describes in detail any and all maintenance requirements, inspections, etc. which will need to be accomplished during the life of the equipment. For the purpose of this project the term "life" shall be defined as for a period of seven years from the date of substantial completion.

3.05 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove excess excavated material, trash, debris and waste materials and legally dispose of such off the property, except as otherwise specifically noted.



SECTION 06012p - POURED-IN-PLACE SYNTHETIC SURFACING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The extent of poured-in-place surface work is to include approved safety surface to be placed within areas as indicated on the plan.

This work includes furnishing and installing a poured-in-place resilient playground surfacing. This work includes, but is not limited to, all labor, material, equipment, and services necessary for:

- Excavation and trenching
- Disposal of unsuitable or excess excavated materials
- Dewatering of excavations
- Subgrade preparation
- Supply and placement of Geotextile Fabric
- Supply and placement of poured-in-place synthetic surfacing
- Installation of synthetic surfacing per manufacturers specifications
- Foundations, bedding, backfill and fill materials
- Restoration of finished surfaces
- Related work as required

The work is to be completed by an installer who is certified or has obtained written approval for completing installation from the poured in place product manufacturer.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

Work of this section shall be constructed in accordance with all standards, guidelines, laws, ordinances, rules, regulations and orders of any public authority having jurisdiction. When such work is required to be constructed in a manner differing from the Contract Documents, the Contractor shall so notify the MDNR or MDNR Designee, in writing, prior to proceeding with the work.

Work of this section shall specifically meet or exceed the 1997 Consumer Product Safety Commission (CPSC) guidelines, the American Society for Testing and Materials standards (ASTM F1487-98), the Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards *UFAS), Michigan’s Barrier Free Design Law and any other applicable standards, guidelines, laws, ordinances, rules, regulations and/or orders of any public jurisdiction having authority.

If fall heights for any equipment and surfacing exceed the test data supplied by CPSC’s “Playground Surfacing: Technical Information Guide”, additional test data shall be provided by the manufacturer/supplier of the product to support the proposed products compliance and safety with the standards and guidelines. The manufacturer/supplier shall also provide a written waiver to the MDNR holding them harmless.



1.03 SITE CONDITIONS

The Contractor shall examine the subgrade, verify the elevations, observe the conditions under which the work is to be performed, and notify the MDNR or MDNR Designee of any unsatisfactory conditions prior to bid preparation. Safety Surface Systems shall not be installed until all unsatisfactory conditions are corrected.

1.04 QUALITY ASSURANCE

A. Workmanship

The Contractor is responsible for correction of work which does not conform to the specified requirements.

B. Manufacturer’s Test Data

The Contractor shall submit the manufacturer’s test data demonstrating that materials to be used on this project meet applicable requirements of regulatory agencies, as listed in 1.02.

C. Test Results

Tests conducted to determine shock- absorbing properties of surfacing materials shall be in accordance with ASTM test methods and ASTM F355-86.

D. Test Method Results:

Test method results of safety surfaces shall meet or exceed standards for Impact Attenuation (G-Max and Head Injury Criteria (HIC)).

1.05 JOB CONDITIONS

A. Site Information

Data on indicated surface and subsurface conditions, if provided, is not intended as an exact representation or warranty of accuracy or continuity of the site. It is expressly understood that the MDNR and MDNR Designee are employed as representatives of the MDNR, and will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data is made available only for the convenience of the Contractor. Additional test data and other exploratory operations may be made by the Contractor, either prior to submitting his or her bid and during construction, if at no additional cost to the MDNR.

B. Existing Utilities

Contractor shall locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the MDNR and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner. Do NOT interrupt existing utilities serving facilities occupied and used by MDNR or others - except when permitted in writing by the MDNR and then only after acceptable temporary utility services have been provided. Demolish and completely remove from the site existing underground utilities indicated to be removed. Coordinate with utility companies for shut off of services if lines are active.

C. Explosives

The use of explosives is not permitted.

D. Protection of Persons and Property

Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by sub-drainage operations.



1.06 SUBMITTALS

Contractor shall submit the following safety surface product information to the MDNR:

1. Reference List - Certification or written approval
2. Product Samples
3. A written guarantee from the manufacturer of the proposed product against all defects in material and/or workmanship.
4. Impact Attenuation (G-max) (per fall height requirements), Head Injury Criteria (HIC), coefficient of friction, permeability and flammability test results from reputable independent testing laboratories.

PART 2 - PRODUCTS

2.01 POURED-IN-PLACE SYNTHETIC SURFACING

Provide “Shop Drawings”, product specifications and product safety and test data for proposed synthetic safety surface system. All synthetic surfacing shall be installed as per manufacturer’s specifications to assure impact protection to meet or exceed the Consumer Product Safety Commission’s (CPSC) guidelines as set forth in the “Playground Surfacing: Technical Information Guide” and in accordance with the American Society for Testing and Materials standards as set for in ASTM F355-86 for specific fall heights relative to the equipment being installed. Safety surfaces shall meet or exceed standards for Impact Attenuation (G-Max and Head Injury Criteria (HIC).

2.02 GRANULAR SUBBASE

Granular subbase shall be MDOT 21A.

2.03 GEOTEXTILE FABRIC

Geotextile fabric shall be a Amoco 4546 Polyester Drainage Fabric, non-woven.

PART 3 - EXECUTION

3.01 INSPECTION

Contractor shall thoroughly examine the areas and conditions under which excavation, filling and grading are to be performed. MDNR is to be notified, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 SUBGRADE

The subgrade shall be graded to a minimum of 1% and a maximum of 2%.

All roots, stones and vegetation shall be removed.

The subgrade shall be compacted to 95% of the dry density, as determined by the provisions of AASHOT or T 205.



Subgrade shall be level with existing grade, or excavated below existing grade, as determined necessary by the Architect.

3.03 POURED-IN-PLACE SYNTHETIC SURFACE

1. GRANULAR SUBBASE

Granular subbase shall be installed to an 8" depth and compacted to 95% SPD. The subbase shall be graded to a minimum of 1% and a maximum of 4%.

2. GEOTEXTILE FABRIC

Geotextile Fabric shall be anchored at edges and buried under soil. Overlap all joints by a minimum of 12". A minimum of 50% of joint shall be taped.

3. CUSHION COURSE

The cushion course shall be composed of EPDM granular rubber. The cushion course shall be poured in place by means of screeding and hand trowelling to required thickness as determined by the specified fall height.

4. WEARING COURSE

The wearing course shall be composed of EPDM granular rubber. The wearing course shall be poured in place by means of screeding and hand trowelling to a thickness of 3/8".

3.04 GUARANTEE AND MAINTENANCE

All Materials and Installations shall be guaranteed by the manufacturer/supplier for a period of two years beyond the date of final acceptance by the MDNR. The manufacturer/supplier shall provide a written maintenance plan to the MDNR which described in detail any and all maintenance requirements, inspections, etc. which will need to be accomplished during the life of the equipment. For the purpose of this project, the term "life" shall be defined as for a period of seven years from the date of substantial completion.

3.05 DISPOSAL OF EXCESS AND WASTE MATERIALS.

Remove excess excavated material, trash, debris and waste materials and legally dispose of such off the property, except as otherwise specifically noted.



SECTION 06100 - PRESERVATIVE TREATED LUMBER CONSTRUCTION

PART 1 - GENERAL

1.01 DESCRIPTION

Pressure treated wood shall include lumber and timbers designed on the drawings. Pressure treatment shall be herein specified.

1.02 QUALITY ASSURANCE

A. Lumber - Lumber shall comply with American Softwood Lumber Standard PS-20-70. Provide lumber species complying with grading rules of the follow associations:

1. Southern Pine - Standard Grading Rules for Southern Pine Lumber published by the Southern Pine Inspection Bureau.
2. Douglas Fir - Western Lumber Grading Rules published by Western Wood Products Association (WWPA) or Standard Grading Rules for West Coast Lumber, Number 16, published by West Coast Lumber Inspection Bureau (WCLIB).
3. Western Spruce, Pine, and Fir - Western Spruce-Pine-Fir Association and current Canadian Grading Rules by National Grades Association, Canada.

B. Plywood - Grade marked and manufactured in accordance with U.S. Plywood Association Product Standard PS-1-74. Softwood Plywood Construction and Industrial or one of American Plywood Association (APA) performance standards. Grade shall be factory marked at the point of manufacture.

C. Wood Framing Connections - Design and detailing of wood framing connections shall comply with National Forest Products Association performance standards.

D. Fasteners - Provide and install fasteners and nail complying with NFPA Recommendation Nail Schedule of the Manual for House Framing.

E. Wood Treatment - Shall comply with American Wood Preserves Association (AWPA) standards for wood preservative treatment schedule.

1.03 REQUIREMENT OF REGULATORY AGENCIES

Testing laboratory's label required on each piece of material.

1.04 SUBMITTALS

Furnish a certificate stating that products installed on this project comply with these specification requirements. The certificate shall indicate chemical used and retention obtained. Submit manufacturers product data for rough carpentry accessory and hardware items.



1.05 PRODUCT HANDLING

In accordance with AWPA M4.

1.06 STORAGE

Store treated products off the ground and protect from moisture by canvas or plastic covers, but provide ventilation.

PART 2 - PRODUCTS

2.01 SAWED POSTS and BLOCKS

Approved Species

1. Dimension (sawed) posts, handrail posts, and wall timbers shall be made from Douglas Fir, Norway Pine, Northern White Pine, Southern Yellow Pine, Jack Pine, Eastern Hemlock, Eastern Spruce (Black, Red, or White), West Coast Hemlock, Red Oak, White Oak, White Ash, Hard Maple, Red Maple, Soft Elm, Yellow Birch, Hickory, Beech, or other approved species.

2. The minimum requirements for approval of a species is that the wood shall have a minimum structural stress grade of 1,200 PSI (tension parallel to the grain) and be able to be preservative treated in a manner similar to Oak, without incising.

Dimensions - The lumber shall be sawed square to within \pm 1/4 inch of the full end dimensions as shown on the plans. A tolerance of -2 inches will be permitted on the length of the post as shown on the plans.

Decay - Materials shall be free from any decay except as provided herein.

Grain - All materials shall have straight grain, deviating not more than 1 inch in 12 from being parallel to the long edge of any face.

Crook - Posts with a crook exceeding 1 inch between top and butt will not be accepted.

Wane - The flat width of any face shall not be reduced by more than 1-1/2 inches at the point of most wane.

Insect Defects - Ant tunnels, woodpecker holes, plugged holes, or any other large unsightly gaps in the wood will not be allowed. Grub and worm holes less than 1/2 inch in average diameter will be permitted, provided that the sum of the diameters of all holes in any 1 foot of the post length shall not exceed 1-1/2 inches. Materials showing signs of powder post beetle infestation will be rejected.

Knots - Knots greater than 2-1/2 inches, measured by the smallest diameter, will not be allowed. The sum of the diameters of all knots in any 6 inches of post length shall not exceed 4-1/2 inches. The sum of the diameter of all knots appearing within any one-half of the length of any face shall not be greater than 9 inches. Unsound knots not larger than 1-1/4 inches in diameter and not more than 1-1/2 inches in depth will be allowed, providing that the surrounding wood is not affected by the decay. Clusters of knots where the maximum distortion of the grain around the cluster exceeds 2-1/2 inches will not be permitted.



Splits - Splits greater than 3 inches in length will not be permitted.

Shakes - Shakes shall be entirely confined to the end of the post, without extending to any face. Measurements of the shakes shall be the sum of two adjoining sides of the smallest rectangle that will completely enclose the shake. The sides of the rectangle shall be measured parallel to the faces of the post. Shake shall not occur in more than one annual ring, nor shall it extend to more than three-fourths of the circumference of the annual ring in boxed heart. Total shake measurement shall not exceed 3-1/2 inches.

Checks - Any material having a shake not exceeding the maximum limits for shakes as specified herein, but contains a check which penetrates the annual ring in which the shake occurs, will not be accepted. No checks or series of contiguous checks having a width of 5/16 inch or greater at the surface and more than 3 inches in depth at any point and extending more than three-fourths the length of the post from one end will not be permitted. The depths of checks will be determined by the penetration of a probe, 1/64 inch thick and 1/4 inch wide. The extent of the check or series of contiguous checks will be considered to end at the last point where the opening does not exceed 1/8 inch in width and is no more than 3/4 inch in depth.

Preservative Treatment - The requirements for the conditioning and pressure treatment of posts and for the retention and penetration of the preservative shall be in accordance with Table 1, Soil or Ground Contact, of ASTM D 1760. The requirements for the species not listed in Table 1 of ASTM D 1760, shall be the same as the requirements specified for Jack Pine. Preservatives shall be (ACC), (ACA), (CCA), (CZC), or (FCAP). All ends cut across grain after treatment are to be field coated with preservative.

2.02 HARDWARE

Furnish bolts, plates, anchors, hangers, and other miscellaneous steel and iron shapes as required for framing and supporting woodwork and for anchoring or securing woodwork to structure

PART 3 - EXECUTION

3.01 FINISH

Cuts and Abrasions - On preservative treated posts and blocks shall have the newly exposed surfaces treated with at least two brush coats of the preservative used for treating posts as directed by the Architect.

Other - All other preservative treated materials shall be constructed according to the respective Specification Section.

3.02 INSTALLATION

Install Timbers per safety surfacing/Edging/Excavation Detail.



SECTION 06110 – PLAY EDGING CAP

PART 1 - GENERAL

1.01 DESCRIPTION

Edging cap shall include 2” x 6” planks placed horizontally and screwed to 6” x 6” pressure treated lumber timbers. Any other proposed edging cap must be submitted to the Owner for approval (Refer to Section 01100, Alternates, “Or Equal” Clause).

1.03 SUBMITTALS

Submit manufacturer’s product data for rough carpentry accessory and hardware items.

1.04 PROJECT CONDITIONS

Coordination: Fit rough carpentry work to other work. Scribe and scope as required for accurate fit.

Layout, cut, and fit for finished work. Anchor members securely in place.

PART 2 - PRODUCTS

2.01 MATERIAL

A. 2 x 6 Planks shall be TimberTech Engineered Deck Systems.

TimberTech Limited
P.O.Box 182880
Columbus, OH 43218-2880
Phone: 800/307-7780

B. Fasteners

Use Stainless steel or galvanized deck screws.

C. Storage

Do not dump timbers when unloading. Store on a flat surface and cover with a non-translucent material.

PART 3 - EXECUTION

3.01 PREPARATION

Obtain measurements and verify dimensions and details before proceeding with work.

3.02 GENERAL

Timbers are available in 12’, 16’ and 20’ lengths. Timbers may be cut like standard wood planks. Stagger joints of 2x6 plank with joints of 6x6 pressure treated timbers. All corners are to be mitered and secured as detailed. All joints are to be staggered, this includes 2” x 6” timber tech, and the 4” x 6”, and 2” x 10” pressure treated lumber.

For mitered joints, cut the end of the timber at the appropriate angle and fit the two cut ends together.

3.04 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove excess excavated material, trash, debris, and waste materials and legally dispose of such off the property, except as otherwise specifically noted.



E. DIVISION 13 -SPECIAL CONSTRUCTION

SECTION 13000p-1 - PLAYGROUND AND PARK EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Provide playground equipment as shown on the drawings and as specified. Work shall include age appropriate equipment, age-appropriate signage, protective safety surfacing, wear pads, surface retainer system, sub-drainage under the equipment, installation, future inspection, future maintenance and guaranties. All base colors offered in the Vendor's catalogue shall be made available to the MDNR for each purchase order.

1.02 STANDARDS

All play equipment shall be specified to meet or exceed the 1997 Consumer Product Safety Commission (CPSC) Guidelines, the American Society for Testing and Materials (ASTM F1487-98) Standards, the Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS) and Michigan's Barrier Free Design Law.

If a conflict occurs between any two or more of the above listed standards, guidelines and/or data, the stricter shall take precedence.

If any part of the proposed playground is not supported by the standards, guidelines and or test data listed above, the manufacturer shall provide all of the following to the MDNR or MDNR's designee and to the MDNR or MDNR's designee's Representative(s):

1. Test data to support the proposed product(s) compliance and safety with the standards and guidelines listed above.
2. A signed waiver holding the MDNR or MDNR's designee and MDNR or MDNR's designee's Representative(s) harmless.

1.03 SUBMITTALS

- A. Shop Drawings - Detailed construction drawings shall be furnished for each play structure. Drawings shall include technical data necessary for correct assembly.
- B. Detailed Specifications - Manufacturer Specifications for decks, uprights, clamps, barrier/railing tubing, hardware, footings, safety surfacing, surface retainer, wear pads and powder coated finish must be submitted with bid.
- C. Product Warranty(s)

1.04 DELIVER AND STORAGE

Equipment delivered and stored at the site shall be immediately piled in stacks to insure drainage and free circulation. No two pieces in contact; lay on skids, placed to give slope of not less than 1/2" per foot to the stack and minimum clearance of 6" above grade. Cover stacks with suitable roof covering tarpaulins. Contractor responsible for inventory of manufactured play equipment delivered to the site and checking material for cracks, warping, scratches or other defects and arranging with the manufacturer for replacements, if necessary. The MDNR or MDNR's designee has the right to reject any material which is defective or in generally poor condition. Contractor responsible for proper and secure storage. MDNR or MDNR's designee shall not be held responsible for theft vandalism or damage to equipment regardless of storage location, manufacturer assumes all responsibility.



1.05 MEASUREMENTS

Verify all measurements required for the proper execution and fit of work. Includes manufacturer's equipment relative to CPSC safety zones, heights, decks, platforms, rails, spacing, gaps, protrusions, entrapments, access ramps, vertical or horizontal obstructions and all potential hazards. All dimensions shall be checked and verified with field conditions. Any discrepancies and/or conflicts including choice between different installations involving changes shall be reported to the MDNR or MDNR's designee for correction and adjustment before materials are fabricated.

1.06 WORKMANSHIP

All fabrication and installation work required under this section of the Specifications shall be executed in accordance with the best standard of practice for each type of work. Only new materials shall be used. All construction shall be of the best quality to ensure durability. All edges, surfaces, connections and exposed fittings shall be finished to avoid sharp edges and similar hazards.

1.07 JOB CONDITIONS

- A. Site Information
The Contractor shall make an on site investigation prior to the bid opening. Data on surface or subsurface conditions is not intended as representation or warranties of accuracy or continuity of actual site conditions. It is expressly understood that the MDNR or MDNR's designee and project consultants employed as representatives of the work will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data made available by the MDNR or MDNR's designee or MDNR or MDNR's designee for the Contractor to utilize and verify independently.
- B. Existing Utilities
Locate existing underground utilities in the work area. At least 48 hours prior to excavation- call Miss Dig. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility MDNR or MDNR's designee immediately for direction. Cooperate with the MDNR or MDNR's designee and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility MDNR or MDNR's designee. Do not interrupt existing utilities serving facilities occupied and used by the MDNR or MDNR's designee or others, except when permitted in writing by the Architect or utility company, and then only after acceptable temporary utility services have been provided.
- C. Protection of Persons and Property
Barricade open excavations occurring as part of this work. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washouts and other hazards created by this work.

1.08 DESIGN REQUIREMENTS

All proposed equipment must meet the requirements as listed below.

- 1. Age appropriate signage - age appropriate signage shall be included to differentiate the age requirements for each piece of equipment or structure. Submit to MDNR or MDNR's designee for review and approval.
- 2. All uprights are to be aluminum unless otherwise noted on the drawings or bid forms.



3. Track rides shall not have platforms at ends.
4. All slides shall have hoods or means to channel user into a sitting position.
5. Bridge railings/barriers shall curve, following the line of the bridge surface unless otherwise approved.
6. No bubble panels, mirror panels, plexiglass products, roller slides or ribbon slides/bannister rails are allowed.
7. Crawl tubes shall be coated expanded metal which allows visibility of the user unless otherwise approved.
8. Tops of post caps shall be rounded.
9. Decks, railings, barriers and other components shall be attached to posts using a clamp system on structures for 5-12 year olds.
10. All decks are to be a single piece of sheet steel which is PVC coated and slip resistant unless otherwise approved.
11. Decks shall have barriers at event entrances.
12. Wear pads are to be placed at the end of all slides and beneath all swings except tot.

PART 2 - PRODUCTS

2.01 MAXIMUM EQUIPMENT HEIGHTS

Equipment heights are not to exceed those which have been tested by CPSC and ASTM to be above the Critical Fall Height. If the equipment exceeds the critical fall height, the manufacturer will provide test data to support the proposed product's safety and compliance with the standards and guidelines. A waiver shall be written and signed by the manufacturer to the MDNR or MDNR's designee and the MDNR or MDNR's designee's Representative(s) holding them harmless from any future litigation.

2.02 POSTS/UPRIGHTS

A. Structures for 5-12 year olds

All posts shall be aluminum with an outside diameter of 5" min. Posts shall have a minimum wall thickness of .118" extruded from aluminum alloy. Minimum yield strength shall be 35,000 psi. Minimum tensile strength shall be 38,000 psi. Post tops shall be a minimum of 38 inches above the deck surface. Post shall be set at a minimum depth of 42" below top of surfacing with a finished grade marker at this location. Post shall have a 50 year warranty.

B. Structures 2-5 years old

All posts shall be aluminum with an outside diameter of 3.5". Posts shall have a minimum wall thickness of .118" extruded from aluminum alloy. Minimum yield strength shall be 35,000 psi. Minimum tensile strength shall be 38,000 psi. Post tops shall be a minimum of 38" inches above the deck surface. Post shall be set at a minimum depth of 42" below top of surfacing with a finished grade marker at this location. Posts shall have a 50 warranty.



C. Caps

All upright caps are to be permanently installed at the factory. Caps shall be secured to posts with a minimum of two self-sealing rivets, three rivets are preferred. Caps shall have a lifetime warranty.

2.03 DECKS

Decks shall be manufactured from a single piece of 10-13 gauge sheet steel. The steel shall be perforated for drainage. Holes are to be no larger than 5/16". Four sided decks are to have a minimum surface area of 2111 square inches. Three sided decks are to have a minimum surface area of 985 square inches. Deck shall support a minimum of 1.5 PSI when assembled. All deck connections are to be made from the underside of the deck with no exposed fasteners on the deck perimeter. Deck shall conform to ASTM F-1487-98. Decks shall be warranted for 15 years.

2.04 PIPE WALL BARRIERS/ HANDRAILS/HAND LOOPS/HANDHOLDS AND HANDRUNGS

The rung enclosure shall be fabricated of 1.029"-1.315" O.D. , wall thickness of .075"-.120" galvanized 14 gauge steel tubing. Interior and exterior of tubing shall be galvanized. The rung enclosure shall be an all welded assembly and shall be coated with a polyester powder coating in conformance with the specifications outlined herein, after fabrication. All welds are to be cleaned and galvanized after welding is complete. PVC coated 11 gauge steel is acceptable. The warranty on pipe wall barriers and handrails shall be for 10 years.

2.05 ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be first quality linear low-density material with UV-stabilized color and an anti-static compound additive. Wall thickness shall be at least .25". The tensile strength shall be 2,500-2,900 PSI. All rotationally molded products shall meet or exceed the following specifications: ASTM Density (ASTM D-1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790). The warranty shall be for 10 years.

2.06 HARDWARE

All hardware shall be stainless steel, blue dichromate or yellow dichromate. Manufacturer shall provide special installation tools for pinned fasteners. Hardware shall have a 50 year warranty.

2.07 POWDER COAT FINISH

Shall be an electrostatically applied polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a three-six-stage bath system. Coating shall be applied at 2-5 mils. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Pencil Hardness H (ASTM D-3363), Abrasion (ASTM 1907), 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-2242, Salt Spray ASTM B-117 & Fadometer 300 hours with no loss of gloss). MDNR or MDNR's designee shall receive touch-up paint in colors to match powder coating.



PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION

Prior to any excavation, installation or any other related work on site, the manufacturer's sales representative, installation contractor and all subcontractors will meet the MDNR or MDNR's designee and the MDNR or MDNR's designee's Representative(s) on site for a preconstruction meeting.

3.02 ASSEMBLY

To avoid transport damage, all playground and park equipment shall be unpacked from shipping containers and assembled on each playground site. Exceptions must be approved in writing by MDNR or MDNR's designee or MDNR or MDNR's designee.

3.03 FOOTINGS

Bottom depth of concrete footings shall be installed per manufacturer's specifications at a minimum depth of 42" below finish grade. Concrete shall be a minimum of 12" deep and 16" wide. Posts shall be set centered in the footing and shall be plumb.

3.04 CONSTRUCTION INSPECTION

During the course of construction, the contractor, manufacturer, supplier and manufacturer's designer shall supervise the installation. Once the installation is complete, the manufacturer shall certify in writing to the MDNR or MDNR's designee that the installation has been completed in strict accordance with the manufacturers specifications and requirements.

The MDNR or MDNR's designee and MDNR or MDNR's designee's Representative(s) shall at all times have access to the work wherever work is in progress or preparation, and the Contractor shall provide proper facilities for such access and inspection.

If any work or material was not observed during construction and covered without approval or consent of the MDNR or MDNR's designee or MDNR or MDNR's designee's Representative, it must, if required by the MDNR or MDNR's designee or MDNR or MDNR's designee's Representative(s), be uncovered for examination at the Contractor's expense.

No inspection shall relieve the Contractor from any obligation to furnish materials and equipment and to perform the work strictly in accordance with the Purchase order and associated documents. Any Material or workmanship or equipment which may be discovered to be defective, prior to the final acceptance of the work, shall be removed and made good by the Contractor regardless of previous inspection.

The Contractor shall promptly remove from the site all materials condemned by the MDNR or MDNR's designee or MDNR or MDNR's designee's Representative(s) as failing to conform to the Contract.

The manufacturer/supplier shall conduct a site inspection of the installation one year and two years following the completion of the work. A written inspection report shall be provided to the MDNR or MDNR's designee regarding the condition of the installation and any special problems which need to be addressed. Contractor must correct any latent defects.



3.06 WARRANTY

1. All aluminum posts, clamps, hardware and caps shall have a 50-year warranty against structural failure due to corrosion, deterioration or workmanship.
2. All decks shall have a minimum 15-year warranty.
3. Rotationally molded parts, permalene, steel components, rubber or plastic coated components shall have a minimum 10 year warranty against failure due to corrosion, deterioration or workmanship.
4. All other parts shall be warranted for a period of one year.
5. The manufacturer must carry at least 2 million dollars in product liability insurance.
6. The manufacturer shall carry at least 2 million dollars in general liability insurance.

3.07 MAINTENANCE

The manufacturer/supplier shall provide a written maintenance plan to the MDNR or MDNR's designee which describes in detail any and all maintenance requirements, inspections, etc. which will need to be accomplished for a period of seven years following substantial completion of the project.

Following the installation, the manufacturer/supplier shall provide a maintenance kit. The kit is to include touch up paint in colors which match the structure and are compatible with the powder coating, a chemical cleanser of adequate strength to remove paint, ink and other common forms of graffiti from most material surfaces on the structure. The manufacturer shall provide wrenches or other tools needed to adjust or replace special vandal resistant fasteners - not commonly found in local stores.

3.06 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove excess excavated material, trash, debris and waste materials and legally dispose of off the property, except as otherwise specifically noted.



.....**CONTRACT #071B3001333**

..... (Replaces contract #071B2001366)

Attachment A1

Component Details



Attachment A2

Component

Specifications



Attachment B

Product Minimum

Specification Checklist



Attachment B

PRODUCT MINIMUM SPECIFICATION CHECKLIST
Page 1 of 3

The checklist details the State’s mandatory requirements for the playground equipment.

YES ITEM

DS Posts/Uprights (prototypes B1, B2, B3)
 All posts shall be aluminum with an outside diameter of 5" min. Posts shall have a minimum wall thickness of .118" extruded from aluminum alloy. Minimum yield strength shall be 35,000 psi. Minimum tensile strength shall be 38,000 psi. Post tops shall be a minimum of 44 inches above the deck surface. Post shall be set at a minimum depth of 42" below top of surfacing with a finished grade marker at this location. Post shall have a minimum 50-year warranty.

DS Posts/Uprights (prototypes A1, A2)
 All posts shall be aluminum with an outside diameter of 3.5". Posts shall have a minimum wall thickness of .118" extruded from aluminum alloy. Minimum yield strength shall be 35,000 psi. Minimum tensile strength shall be 38,000 psi. Post tops shall be a minimum of 38" inches above the deck surface. Post shall be set at a minimum depth of 42" below top of surfacing with a finished grade marker at this location. Posts shall have a minimum 50-year warranty. (*Bidder may use 5" posts specified above as a voluntary alternate for 3.5" posts*). CLS bid 5" post.

DS Caps
 All upright shall have caps, which are to be permanently installed at the factory. Caps shall be secured to posts with a minimum of two self-sealing rivets; three rivets are preferred. Caps shall have a minimum 50-year warranty.

DS Concrete Footings
 Posts are to be set at a minimum depth of 42" below the surfacing. Concrete footings are to be a minimum of 12" deep and 16" wide.

DS Decks
 Decks shall be manufactured from a single piece of 10-13 gauge sheet steel. The steel shall be perforated for drainage. Holes are to be no larger than 5/16". Four sided decks are to have a minimum surface area of 2111 square inches. Three sided decks are to have a minimum surface area of 985 square inches. Deck shall support a minimum of 1.5 PSI when assembled. All deck connections are to be made from the underside of the deck with no exposed fasteners on the deck perimeter. Deck shall conform to ASTM F-1487-98. Decks shall be warranted for 15 years.



Attachment B

PRODUCT MINIMUM SPECIFICATION CHECKLIST

Page 2 of 3

DS

Pipe Wall Barriers/ Handrails/Hand Loops/Handholds And Hand Rungs

The rung enclosure shall be fabricated of 1.029"-1.315" O.D., wall thickness of .075"-.120" galvanized 14 gauge steel tubing. Interior and exterior of tubing shall be galvanized. The rung enclosure shall be an all welded assembly and shall be coated with a polyester powder coating in conformance with the specifications outlined herein, after fabrication. All welds are to be cleaned and galvanized after welding is complete. PVC coated 11 gauge steel is an acceptable alternative. The warranty on pipe wall barriers and handrails shall be for 10 years.

DS

Rotationally Molded Products

All polyethylene shall be first quality linear low-density material with UV-stabilized color and an anti-static compound additive. Wall thickness shall be at least .25". The tensile strength shall be 2,500-2,900 PSI. All rotationally molded products shall meet or exceed the following specifications: ASTM Density (ASTM D-1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790). The warranty shall be for 10 years.

DS

Hardware

All hardware shall be stainless steel, blue dichromate or yellow dichromate. Manufacturer shall provide special installation tools for pinned fasteners. Hardware shall have a 50-year warranty.

DS

Powder Coat Finish

Shall be an electrostatically applied polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a three-six stage bath system. Coating shall be applied at 2-5 mils. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Pencil Hardness H (ASTM D-3363), Abrasion (ASTM 1907), 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-2242, Salt Spray ASTM B-117 & Fadometer 300 hours with no loss of gloss). MDNR or MDNR's designee shall receive touch-up paint in colors to match powder coating.

DS

Wear Pads

Shall be a minimum of 3' X 3' and meet CPSC requirements for a 4' fall height beneath single user swings and slide exits. Wear pads beneath tire swings shall be a minimum of 4'x 6 and meet CPSC requirements for a 4' fall height

DS

All play equipment meets or exceeds recommendations set forth by the U.S. Consumer Product Safety Commission 1997.



Attachment B

PRODUCT MINIMUM SPECIFICATION CHECKLIST
Page 3 of 3

- DS All play equipment complies with ASTM F1487-98 Standard Consumer Safety Performance Specification for Play Equipment for Public Use.

- DS All Playground Prototypes designed by the Bidder complies with ADAAG for ADA standards and contains the minimum required number of accessible play events as defined by ADA standards.

- DS All Playground Prototypes designed by the Bidder comply with the technical specification 13000p-1 as included in the ITB.



.....**CONTRACT #071B3001333**

..... (Replaces contract #071B2001366)

Attachment C

CPSI Certifications



.....**CONTRACT #071B3001333**

..... (Replaces contract #071B2001366)

Attachment D

Warranty Information



.....**CONTRACT #071B3001333**

..... (Replaces contract #071B2001366)

Attachment E

Prototype Prices



Attachment E

**PROTOTYPE PRICING FORM
FOR
THE STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
PLAYGROUND FACILITIES
Page 1 of 11**

The contractor included the items, which are part of the Prototype Set Budgets as, described in Section II of the contract and the provided plans, details and technical specifications. The contractor has provided the quantities for the following items for each of their Prototype Designs: Play Edging, Synthetic Poured In Place Surfacing, 4” ADS “N-12” Drain Pipe, Temporary Construction Barrier Fencing and Lawn Restoration area. These quantities are based upon the contractor’s surfacing area layout. Contractor’s quantities for , 4” ADS “N-12” Drain Pipe, Temporary Construction Barrier Fencing and Lawn Restoration meet the minimum requirements as indicated on the Playground Prototype Development Plans. The contractor’s equipment list for each prototype design is attached, and includes the following information: model numbers, a list of all modular events, and event heights and lengths where appropriate. The contractor may NOT reduce or increase the set budget amounts for each Prototype Design. The set budget amount for each Prototype Design are divided by the contractor into the following three categories: Materials, Freight and Labor. All labor shall be prevailing wage.

The Contractor will be responsible for paying current prevailing wage rates for the county in which work is to be performed. Please note that the costs listed below including labor costs are fixed for a period of 365 calendar days. Prices may be subject to revision at the end of each 365 day period if there are changes in the general industry. Revisions may be either increases or decreases and may be requested by either party. Evidence of general industry changes, such as revised prevailing wage rates or notices, and evidence that the change actually affected the Contractor's costs for labor must accompany the request



Attachment E

**PROTOTYPE PRICING FORM
Page 2 of 11**

PROTOTYPE A1

Description	Qty.	Unit
Play Equipment – Attach List	1	Lsum
Age Appropriate/Welcome sign	1	Lsum
Play Edging	144	Lft
Synthetic Poured In Place Surfacing w/ Gravel Base (Black)	670	Sq Ft
4" ADS "N-12" Perforated Pipe w/ Sock (under play area)	117	Lft
4" ADS "N-12" Solid Pipe (outside play area)	50	Lft
Machine Grading/Excavation	1	Lsum
Soil Erosion and Sedimentation Control	1	Lsum
Temporary Construction Barrier Fencing – for securing construction and lawn restoration area	184	Lft
Site Restoration – 4" Top Soil, Seed, Mulch	720	Sq Ft
Mobilization	1	Lsum
A. Material Cost		\$23,300.00
B. Freight Cost		\$ 700.00
C. Labor Cost		\$ 2,500.00
D. Prototype A1 Total Cost		*\$26,500.00

*A+B+C=D



Attachment E

PROTOTYPE PRICING FORM
Page 3 of 11

PROTOTYPE A2

Description	Qty.	Unit
Play Equipment – Attach List	1	Lsum
Age Appropriate/Welcome sign	1	Lsum
Play Edging	252	Lft
Synthetic Poured In Place Surfacing w/ Gravel Base (Black)	975	Sq Ft
4" ADS "N-12" Perforated Pipe w/ Sock (under play area)	280	Lft
4" ADS "N-12" Solid Pipe (outside play area)	50	Lft
Machine Grading/Excavation	1	Lsum
Soil Erosion and Sedimentation Control	1	Lsum
Temporary Construction Barrier Fencing – for securing construction and lawn restoration area	292	Lft
Site Restoration – 4" Top Soil, Seed, Mulch	1,260	Sq Ft
Mobilization	1	Lsum
A. Material Cost		\$40,900.00
B. Freight Cost		\$ 1,300.00
C. Labor Cost		\$ 5,300.00
D. Prototype A2 Total Cost		*\$47,500.00

* A+B+C=D



Attachment E

**PROTOTYPE PRICING FORM
Page 4 of 11**

PROTOTYPE B1

Description	Qty.	Unit
Play Equipment – Attach List	1	Lsum
Age Appropriate/Welcome sign	1	Lsum
Play Edging	216	Lft
Synthetic Poured In Place Surfacing w/ Gravel Base (Black)	1,160	Sq Ft
4" ADS "N-12" Perforated Pipe w/ Sock (under play area)	217	Lft
4" ADS "N-12" Solid Pipe (outside play area)	50	Lft
Machine Grading/Excavation	1	Lsum
Soil Erosion and Sedimentation Control	1	Lsum
Temporary Construction Barrier Fencing – for securing construction and lawn restoration area	296	Lft
Site Restoration – 4" Top Soil, Seed, Mulch	1,080	Sq Ft
Mobilization	1	Lsum
A. Material Cost		\$42,500.00
B. Freight Cost		\$ 1,000.00
C. Labor Cost		\$ 6,000.00
D. Prototype B1 Total Cost		*\$49,500.00

* A+B+C=D



Attachment E

**PROTOTYPE PRICING FORM
Page 5 of 11**

PROTOTYPE B2

Description	Qty.	Unit
Play Equipment – Attach List	1	Lsum
Age Appropriate/Welcome sign	1	Lsum
Play Edging	280	Lft
Synthetic Poured In Place Surfacing w/ Gravel Base (Black)	1,440	Sq Ft
4" ADS "N-12" Perforated Pipe w/ Sock (under play area)	313	Lft
4" ADS "N-12" Solid Pipe (outside play area)	50	Lft
Machine Grading/Excavation	1	Lsum
Soil Erosion and Sedimentation Control	1	Lsum
Temporary Construction Barrier Fencing – for securing construction and lawn restoration area	320	Lft
Site Restoration – 4" Top Soil, Seed, Mulch	1,440	Sq Ft
Mobilization	1	Lsum
A. Material Cost		\$62,500.00
B. Freight Cost		\$ 1,500.00
C. Labor Cost		\$ 9,000.00
D. Prototype B2 Total Cost		*\$73,000.00

* A+B+C=D



Attachment E

**PROTOTYPE PRICING FORM
Page 6 of 11**

PROTOTYPE B3

Description	Qty.	Unit
Play Equipment – Attach List	1	Lsum
Age Appropriate/Welcome sign	1	Lsum
Play Edging	356	Lft
Synthetic Poured In Place Surfacing w/ Gravel Base (Black)	1,680	Sq Ft
4" ADS "N-12" Perforated Pipe w/ Sock (under play area)	423	Lft
4" ADS "N-12" Solid Pipe (outside play area)	50	Lft
Machine Grading/Excavation	1	Lsum
Soil Erosion and Sedimentation Control	1	Lsum
Temporary Construction Barrier Fencing – for securing construction and lawn restoration area	396	Lft
Site Restoration – 4" Top Soil, Seed, Mulch	1,780	Sq Ft
Mobilization	1	Lsum
A. Material Cost		\$87,400.00
B. Freight Cost		\$ 2,500.00
C. Labor Cost		\$12,600.00
D. Prototype B3 Total Cost		*\$102,500.00

*A+B+C=D



Attachment E

**PROTOTYPE PRICING FORM
Page7 of 11**

PROTOTYPE C1

Description	Qty.	Unit
Play Equipment – Attach List	1	Lsum
Age Appropriate/Welcome sign	1	Lsum
Play Edging	116	Lft
Synthetic Poured In Place Surfacing w/ Gravel Base (Black)	465	Sq Ft
4" ADS "N-12" Perforated Pipe w/ Sock (under play area)	65	Lft
4" ADS "N-12" Solid Pipe (outside play area)	50	Lft
Machine Grading/Excavation	1	Lsum
Soil Erosion and Sedimentation Control	1	Lsum
Temporary Construction Barrier Fencing – for securing construction and lawn restoration area	196	Lft
Site Restoration – 4" Top Soil, Seed, Mulch	580	Sq Ft
Mobilization	1	Lsum
A. Material Cost		\$12,700.00
B. Freight Cost		\$ 400.00
C. Labor Cost		\$ 1,900.00
D. Prototype C1 Total Cost		*\$15,000.00

*A+B+C=D



Attachment E

**PROTOTYPE PRICING FORM
Page 8 of 11**

PROTOTYPE D1

Description	Qty.	Unit
Play Equipment – Attach List	1	Lsum
Age Appropriate/Welcome sign	1	Lsum
Play Edging	144	Lft
Synthetic Poured In Place Surfacing w/ Gravel Base (Black)	585	Sq Ft
4" ADS "N-12" Perforated Pipe w/ Sock (under play area)	121	Lft
4" ADS "N-12" Solid Pipe (outside play area)	50	Lft
Machine Grading/Excavation	1	Lsum
Soil Erosion and Sedimentation Control	1	Lsum
Temporary Construction Barrier Fencing – for securing construction and lawn restoration area	224	Lft
Site Restoration – 4" Top Soil, Seed, Mulch	720	Sq Ft
Mobilization	1	Lsum
A. Material Cost		\$17,400.00
B. Freight Cost		\$ 700.00
C. Labor Cost		\$ 1,900.00
D. Prototype D1 Total Cost		*\$20,000.00

* A+B+C=D



Attachment E

**PROTOTYPE PRICING FORM
Page 9 of 11**

PROTOTYPE E1

Description	Qty.	Unit
Play Equipment – Attach List	1	Lsum
Age Appropriate/Welcome sign	1	Lsum
Play Edging	112	Lft
Synthetic Poured In Place Surfacing w/ Gravel Base (Black)	160	Sq Ft
4" ADS "N-12" Perforated Pipe w/ Sock (under play area)	63	Lft
4" ADS "N-12" Solid Pipe (outside play area)	50	Lft
Machine Grading/Excavation	1	Lsum
Soil Erosion and Sedimentation Control	1	Lsum
Temporary Construction Barrier Fencing – for securing construction and lawn restoration area	192	Lft
Site Restoration – 4" Top Soil, Seed, Mulch	560	Sq Ft
Mobilization	1	Lsum
A. Material Cost		\$ 9,330.00
B. Freight Cost		\$ 170.00
C. Labor Cost		\$ 1,500.00
D. Prototype E1 Total Cost		*\$11,000.00

* A+B+C=D



Attachment E

**PROTOTYPE PRICING FORM
Page 10 of 11**

PROTOTYPE F1

Description	Qty.	Unit
Play Equipment – Attach List	1	Lsum
Age Appropriate/Welcome sign	1	Lsum
Play Edging	136	Lft
Synthetic Poured In Place Surfacing w/ Gravel Base (Black)	160	Sq Ft
4" ADS "N-12" Perforated Pipe w/ Sock (under play area)	105	Lft
4" ADS "N-12" Solid Pipe (outside play area)	50	Lft
Machine Grading/Excavation	1	Lsum
Soil Erosion and Sedimentation Control	1	Lsum
Temporary Construction Barrier Fencing – for securing construction and lawn restoration area	216	Lft
Site Restoration – 4" Top Soil, Seed, Mulch	680	Sq Ft
Mobilization	1	Lsum
A. Material Cost		\$11,050.00
B. Freight Cost		\$ 250.00
C. Labor Cost		\$ 1,700.00
D. Prototype F1 Total Cost		*\$13,000.00

* A+B+C=D



Attachment E

PROTOTYPE PRICING FORM
Page 11 of 11

PROTOTYPE G1

Description	Qty.	Unit
Play Equipment – Attach List	1	Lsum
Age Appropriate/Welcome sign	1	Lsum
Play Edging	160	Lft
Synthetic Poured In Place Surfacing w/ Gravel Base (Black)	160	Sq Ft
4" ADS "N-12" Perforated Pipe w/ Sock (under play area)	141	Lft
4" ADS "N-12" Solid Pipe (outside play area)	50	Lft
Machine Grading/Excavation	1	Lsum
Soil Erosion and Sedimentation Control	1	Lsum
Temporary Construction Barrier Fencing – for securing construction and lawn restoration area	240	Lft
Site Restoration – 4" Top Soil, Seed, Mulch	800	Sq Ft
Mobilization	1	Lsum
A. Material Cost		\$13,900.00
B. Freight Cost		\$ 300.00
C. Labor Cost		\$ 1,800.00
D. Prototype G1 Total Cost		*\$16,000.00

* A+B+C=D



.....**CONTRACT #071B3001333**

..... (Replaces contract #071B2001366)

Attachment F

Additional Work Prices



Attachment F

**ADDITIONAL WORK FORM
 Page 1 of 1**

Additional work may include but not be limited to phasing the installation of the playground prototype designs. Below are the costs for the service of returning to the site and expanding the following prototypes as described below. The contractor's cost shall include the price difference between Prototype designs and cost increases in material, freight and labor due to project size and necessary remobilization. All Labor shall be prevailing wage.

The Contractor will be responsible for paying current prevailing wage rates for the county in which work is to be performed. Please note that the costs listed below including labor costs are fixed for a period of 365 calendar days. Prices may be subject to revision at the end of each 365 day period if there are changes in the general industry. Revisions may be either increases or decreases and may be requested by either party. Evidence of general industry changes, such as revised prevailing wage rates or notices, and evidence that the change actually affected the Contractor's costs for labor must accompany the request.

Expand an existing installed A1 design to a A2 design	1	Lsum
A. Material Cost		\$25,000.00
B. Freight Cost		\$1,200.00
C. Labor Cost		\$2,600.00
D. Total Cost		\$28,800.00

- A+B+C=D

Expand an existing installed B1 design to a B2 design	1	Lsum
A. Material Cost		\$27,500.00
B. Freight Cost		\$1,300.00
C. Labor Cost		\$2,850.00
D. Total Cost		\$31,650.00

- A+B+C=D

Expand an existing installed B2 design to a B3 design	1	Lsum
A. Material Cost		\$34,000.00
B. Freight Cost		\$2,000.00
C. Labor Cost		\$2,350.00
D. Total Cost		\$38,350.00

- * A+B+C=D

Expand an existing installed B1 design to a B3 design	1	Lsum
A. Material Cost		\$58,000.00
B. Freight Cost		\$2,500.00
C. Labor Cost		\$4,500.00
D. Total Cost		\$65,000.00

- * A+B+C=D

Custom Face Panel (to be installed in conjunction with installation of a Prototype Project) – see detail	1	Lsum
A. Material Cost		\$550.00
B. Freight Cost		\$100.00
C. Labor Cost		\$200.00
D. Total Cost		\$850.00

- * A+B+C=D



.....**CONTRACT #071B3001333**

..... (Replaces contract #071B2001366)

Attachment G

Unit Prices



Attachment G

UNIT COST FORM
Page 1 of 2

The contractor will add or delete work in this project for the following unit prices as authorized in writing or purchase order issued by the MDNR. Prices provided below include all permits, freight, labor, materials, equipment, mobilization, tools, incidentals, overhead, profit and the like complete. Such authorization will be defined by issuance of a change order or purchase order. All Labor shall be prevailing wage.

The Contractor will be responsible for paying current prevailing wage rates for the county in which work is to be performed. Please note that the costs listed below including labor costs are fixed for a period of 365 calendar days. Prices may be subject to revision at the end of each 365 day period if there are changes in the general industry. Revisions may be either increases or decreases and may be requested by either party. Evidence of general industry changes, such as revised prevailing wage rates or notices, and evidence that the change actually affected the Contractor's costs for labor must accompany the request.

Description	Unit	Unit Cost
Age Appropriate/Welcome sign	Each	\$800.00
Timber Play Edging (per detail)	Lft	\$14.00
Barco Play Edging – 2 Tier with 5” Gravel Base (per detail)	Lft	\$14.00
Wear Pad (4’x 6’ min)	Each	\$300.00
Wear Pad (3’ x 3’ min)	Each	\$130.00
Engineered Wood Fiber Surfacing (15” depth uncompacted) – Does not include freight costs. (per detail)	Sq Ft	\$.90
Peastone 4” depth (beneath engineered wood fiber)	Sq Ft	\$.94
Geotextile Fabric	Sq Ft	\$.45
Peastone 12” depth (as a safety surface)	Sq Ft	\$1.75
4” ADS “N-12” Perforated Pipe w/ Sock (under play area- per detail)	Lft	\$12.50
4” ADS “N-12” Solid Pipe (outside play area – per detail)	Lft	\$14.00
Pea Stone	Cyd	\$40.00
Machine Grading/Excavation (all material remains on site)	Cyd	\$11.00
Additional cost to Haul Excavated materials off site – dispose of legally	Cyd	\$11.00
Fill Material – sandy loam, free of organics	Cyd	\$17.00
Soil Erosion Control Fence	Lft	\$3.00
Temporary Construction Barrier Fencing	Lft	\$3.50
Top Soil – 4” depth	Sq Ft	\$.56
Seed and Mulch	Sq Ft	\$.32
Concrete Walk with 4” Sand Base (per detail)	Sq Ft	\$5.00
Asphalt Paving – 3” Lift with 8” Gravel Base	Sq Yd	\$22.00
Catch Basin Tap	Each	\$625.00
Tree Removal < 8” cal.	Each	\$625.00
Tree Removal 8”-12” cal.	Each	\$750.00
Tree Removal 12” – 18” cal.	Each	\$940.00
Tree Removal > 18” cal.	Each	\$1,050.00



Attachment G

“Revised 11/19/01” UNIT COST FORM

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Description	Unit	Unit Cost
Stump Removal	Each	\$250.00
Tree Protection (per detail)	Lft	\$3.50
Synthetic Poured In Place Surfacing w/ Gravel Base (Black) for completion of Prototype A1 surfacing area	Lsum	\$9,760.00
Synthetic Poured In Place Surfacing w/ Gravel Base (Black) for completion of Prototype A2 surfacing area	Lsum	\$28,462.00
Synthetic Poured In Place Surfacing w/ Gravel Base (Black) for completion of Prototype B1 surfacing area	Lsum	\$21,480.00
Synthetic Poured In Place Surfacing w/ Gravel Base (Black) for completion of Prototype B2 surfacing area	Lsum	\$32,256.00
Synthetic Poured In Place Surfacing w/ Gravel Base (Black) for completion of Prototype B3 surfacing area	Lsum	\$47,320.00
Synthetic Poured In Place Surfacing w/ Gravel Base (Black) for completion of Prototype C1 surfacing area	Lsum	\$5,505.00
Synthetic Poured In Place Surfacing w/ Gravel Base (Black) for completion of Prototype D1 surfacing area	Lsum	\$9,705.00
Synthetic Poured In Place Surfacing w/ Gravel Base (Black) for completion of Prototype E1 surfacing area	Lsum	\$9,120.00
Synthetic Poured In Place Surfacing w/ Gravel Base (Black) for completion of Prototype F1 surfacing area	Lsum	\$13,888.00
Synthetic Poured In Place Surfacing w/ Gravel Base (Black) for completion of Prototype G1 surfacing area	Lsum	\$19,264.00
Synthetic Poured In Place Surfacing w/ Gravel Base (50% Black/50% color) – increase in cost from base bid of black	Sq Ft	\$1.40
Synthetic Poured In Place Surfacing w/ Gravel Base (100% color) – increase in cost from base bid of black	Sq Ft	\$2.50



Attachment H

Prototype Designs and

Equipment List



Attachment I

Playground

Prototype/Development

Plans



.....**CONTRACT #071B3001333**

..... (Replaces contract #071B2001366)

ATTACHMENT J

Non State Agency Statement