

**PROPOSED NORTHERN MARKET  
BID SPECIFICATIONS  
SOIL REMOVAL, TRANSPORTATION & DISPOSAL  
DEMOLITION, REMOVAL, TRANSPORTATION AND DISPOSAL OF REMAING SITE FEATURES**

**CITY OF GRAYLING  
CRAWFORD COUNTY, MICHIGAN**

**June 2020**

**Owner:  
City of Grayling  
Doug Baum, City Manager  
1020 City Boulevard/P.O. Box 549  
Grayling, Michigan 49738**

**Prepared by Owner's Representative:  
ATC Group Services LLC  
5690 W. M-72  
Grayling, Michigan 49738**

## SCOPE OF WORK

For this project, the Owner will award a single contract for the excavation, removal, transportation and disposal of PCE impacted soils and other site materials from the subject property. Site materials include, but are not be limited to; concrete and asphalt surface cover, concrete foundation, concrete secondary containment structure, concrete railroad ramp, rail spur, old concrete foundation, perimeter fencing, existing storm drain, vegetation/trees and other site debris. Award shall be made on the basis of the Best Value Qualified Bid Price according to the Bid Summary. All figures set forth in the Project Specification Documents referencing sizes, amounts, or materials are estimates only and are provided for the convenience of the Bidder. The Bidder is solely and completely responsible for their own measurements, verifying the quantities and location of all work to be performed as outlined in the bid documents, and for their own determination regarding the scope of the project(s). Failure to do so shall not relieve the Contractor of the obligation to furnish all materials and labor necessary to carry out the provisions of the Contract.

Each bid item should be priced separately according to the labor, materials, expenses and equipment that are actually estimated to complete the tasks according to the Scope of Work and Bidding Specifications. Each bid item that is not directly associated with or required as part of the contaminated soil excavation must be priced separately (i.e. remaining asphalt and concrete outside of the proposed excavation area). Bidders can and will be disqualified as non-responsive and non-responsible if it is determined by the Owner and/or the Owner's Representative that averaged costs are presented in the Bid Schedule. The Owner and/or the Owner's Representative reserves the right to interview and negotiate with potential low bidders to determine their cost basis and other procedural and contractual items that contribute to the overall bid package.

Base Bid Schedule - The Bidder will complete the Work and accept as full payment, for the Work items listed, the four (4) line items for the subject property as listed below.

- 1. Bid Item 1 – Administrative Requirements: Permits, Plans, Notifications, Inspections/Utilities Coordination, Meetings, Temporary Services Coordination, and Project Closeout.**
- 2. Bid Item 2 – Contaminated Soil Removal, Containerization, Transportation, and Disposal:** Includes mobilization, all labor (including supervision of Contractor personnel, and office support), equipment, materials, transportation and disposal fees needed to manage contaminated soil removal, and incidentals in accordance with applicable Local, State and Federal requirements and bid documents. Each bid item that is not directly associated or required as part of the excavation of the impacted soils must also be priced separately (i.e. remaining asphalt and concrete outside of the proposed excavation.)
- 3. Bid Item 3 –Demolition, Transport, Disposal of Concrete and Asphalt Area(s), Concrete Foundation, Concrete Secondary Containment, Railroad Spur, Concrete Railroad Ramp, Storm Drain, Perimeter Fencing, Vegetation/Trees and other Site Debris:** Includes all labor, equipment, materials, fees, permits and incidentals needed to demolish, transport and dispose of remaining concrete and asphalt surface cover, concrete foundations, concrete secondary containment, concrete railroad ramp, rail spur, fencing, existing storm drain, trees and/or vegetation. Transportation and disposal of all demolition debris (including existing trash/debris on site); and utility disconnects, removal, abandonment, or protection of buried underground utilities as specified. Each bid item that is not directly associated or required as part of the excavation of the impacted soils must also be priced separately (i.e. remaining asphalt and concrete outside of the proposed excavation.)
- 4. Bid Item 4 – Backfill, and Compaction (Backfill, Compaction and Incidental Grading):** Includes Labor, equipment, materials, fees, permits and incidentals needed to complete backfilling in areas excavated and demolished perform general site filling and backfilling, consolidation and compaction as scheduled of acceptable fill materials in accordance with applicable Local, State and Federal requirements and bid documents. Includes Labor, equipment and materials to complete incidental grading. Prepare subsoil to eliminate uneven areas and low spots. Apply level lifts and compact all areas affected by excavation to meet adjacent site grades and contours. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas and perform site work in accordance with applicable Local, State and Federal requirements and bid documents. Owner's representative will provide compaction testing services during placement of backfill.

**CONTRACTOR'S PRICE SHEET/BID PROPOSAL FORM**

**GRAYLING NORTHERN MARKET  
SOIL REMOVAL, TRANSPORTATION AND DISPOSAL  
DEMOLITION, REMOVAL, TRANSPORTATION AND DISPOSAL OF REMAINING SITE FEATURES**

Project: Soil Removal, Transportation and Disposal  
Demolition, Removal, Transportation and Disposal of Remaining Site Features  
Grayling Northern Market

**Deadline for Receipt of Proposals: Tuesday, June 30, 2020, 10:00 AM.**

**Submission and Receipt of Proposal:** In order to receive consideration, the proposal must be received prior to the deadline above. No proposals will be accepted after the time specified as the deadline for receipt of proposals. The Owner and/ the Owner Representative reserves the right to postpone the proposal deadline for its own convenience. The City of Grayling Clerk shall have the authority over the Bid Opening Process. Proposals shall be mailed in a sealed envelope, or emailed in electronic pdf format with all bidding documents to:

**Bid Submittal to:**

Lisa Johnson, City Clerk/Treasurer  
clerk@cityofgrayling.org  
P.O. Box 549  
City of Grayling  
1020 City Boulevard  
Grayling, MI 49738

**Bid for Proposed Northern Market Demolition and Disposal**

From Bidder/Contractor:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

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

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

Copy of Insurance Certificates Attached Yes \_\_\_\_\_ No \_\_\_\_\_

The undersigned bidder, having familiarized itself with all location conditions to be encountered affecting the cost of the Work and having read and examined the bidding documents, and any and all other documents included during the time of bidding for the above-designated Contract does hereby propose to perform all services required to be performed and to furnish all of the labor, materials, tools, equipment, and services necessary to complete the contract work required in connection with this project and include all money allowance as called for in the specifications for the unit and lump sum cost prices stated herein. In affixing signatures and the company seal herein, the bidder acknowledges that they have carefully examined the bidding Documents and all factors affecting the Work.

The undersigned bidder has visited the site, has familiarized itself with the local conditions under which the work is to be performed, and has correlated its observations with the requirements of the proposed contract documents.

The undersigned Bidder hereby proposes to provide all labor, equipment, materials, and related work, including all applicable sales and other taxes, specific work in accordance with the Project Work Scope. The total cost is based upon the List of Estimated Quantities provided in the Specifications. Final invoice amounts will reflect actual quantities.

**Project Start and Completion:** The City will not award the Bid at opening. The City reserves the right to Vet any or all acceptable bids according to the Terms & Conditions. The City will not take any public comment or questions during the Bid Opening process. Once the Vetting process has been completed, the Bid shall be forwarded to the Owner Representative for final award and contract. If awarded the contract, the undersigned agrees that the contract period will begin upon authorization of by the Owners Representative anticipated July 1, 2020, with execution of the project activities commencing no earlier than July 6, 2020 and completion of the onsite activities no later than August 6, 2020. The contract period may be adjusted, but the Contractor will be obligated to meet the timeframe for Contractor performance provided in the Specifications.

**Special Terms and Conditions/Exceptions:** The undersigned Bidder hereby has attached any and all special terms and conditions and/or variations from and exceptions to the requirements of the bidding documents and that it is the intent of this bid that the work will be performed in strict accordance with such requirements except as fully delineated below. The Bidder further understands that only items that cannot physically be completed due to a conflict, error, or omission may be an exception from the stated Work. The City of Grayling (Owner) is an Equal Opportunity Employer and reserves the right to reject any or all Proposals and waive any formality or technicality in any Proposal in the interest of the Owner.

**Acknowledgements:**

The undersigned acknowledges that: The Bidder/Contractor has received the Bid Form, the Bid Request, and Specifications, and further acknowledges that the Bidder/Contractor has received the following addenda issued thereto and has incorporated their provisions in the bid:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned bidder hereby declares, represents and warrants that: 1) Bidder is the only person or firm represented by this bid, 2) That no other person or firm other than those expressed herein have any interest in the bid or in the contract to be entered into, 3) That this bid is made without collaboration with any other person, company, or parties likewise submitting a bid, and 4) That this bid is in all respects for and in good faith, without collusion or fraud. If this Bid is accepted within sixty (60) days from the date of the opening of bids, the undersigned hereby agrees to execute a contract within five (5) calendar days from receipt of Notice of Intent to Award the undersigned for execution. The acceptance of this offer shall become effective upon issuance by the Owner of a purchase order to the undersigned in the Pricing in accordance with the Specifications.

By:

Name of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_ Binding the Company to the Project if Awarded

**ESTIMATE OF QUANTITIES FORM**

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>1 – ADMINISTRATIVE REQUIREMENTS: PERMITS, PLANS, NOTIFICATIONS, INSPECTIONS/UTILITIES COORDINATION, MEETINGS, TEMPORARY SERVICES, PROJECT CLOSEOUT</b>					
1a	Construction Submittals/Permits/Meetings/Temporary Services/SESC	1	LS		
1b	Mobilization, Site Services	1	LS		
1c	Demobilization	1	LS		
1d	Contract Closeout	1	LS		
<b>2 – EXCAVATION, TRANSPORTATION AND DISPOSAL OF CONTAMINATED SOILS</b>					
2a	Contaminated Soil Removal	1	LS		
2b	Soil Transportation and Disposal	7,300	TONS		
<b>3 - DEMOLITION/TRANSPORT/DISPOSAL OF CONCRETE, ASPHALT, METAL, VEGETATION, DEBRIS</b>					
3a	Demolition of Remaining Site Features(foundations, slab, footings, ramps, containment)				
3b	Concrete Transportation and Disposal	790	Cubic Yards		
3c	Asphalt Transportation and Disposal	110	Cubic Yards		
<b>4 – BACKFILL, COMPACTION, INCIDENTAL GRADING</b>					
4a	Backfill, Compaction, Incidental Grading	1	LS		
4b	Estimated Backfill	5,100	Cubic Yards		
<b>TOTAL BID</b>					

**END OF SECTION BID SCHEDULE, BID FORM, AND ESTIMATE OF QUANTITIES FORM**

## TABLE OF CONTENTS

SCOPE OF WORK.....	ii
CONTRACTOR'S PRICE SHEET/BID PROPOSAL FORM.....	ii
<b>TABLE OF CONTENTS .....</b>	<b>v</b>
<b>DIVISION 00 00 00 PROCUREMENT AND CONTRACTING REQUIREMENTS .....</b>	<b>0</b>
SECTION 00 11 16 INVITATION TO BID.....	1
SECTION 00 21 13 INSTRUCTIONS TO BIDDERS .....	2
<b>DIVISION 01 00 00 GENERAL REQUIREMENTS .....</b>	<b>0</b>
SECTION 01 11 00 SUMMARY OF WORK.....	1
SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES.....	5
SECTION 01 31 00 PROJECT MANAGEMENT AND COORDINATION.....	10
SECTION 01 31 19 PROJECT MEETINGS.....	10
SECTION 01 32 19 SUBMITTALS SCHEDULE .....	10
SECTION 01 35 00 SPECIAL PROCEDURES.....	12
SECTION 01 41 00 REGULATORY REQUIREMENTS .....	13
SECTION 01 42 00 REFERENCES.....	15
SECTION 01 45 00 QUALITY CONTROL .....	16
SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS .....	17
SECTION 01 60 00 PRODUCT REQUIREMENTS .....	17
SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS.....	18
SECTION 01 71 23 FIELD ENGINEERING.....	1
SECTION 01 80 00 PERFORMANCE REQUIREMENTS .....	1
<b>DIVISION 02 00 00 EXISTING CONDITIONS .....</b>	<b>0</b>
SECTION 02 41 00 DEMOLITION.....	1
<b>DIVISION 31 00 00 EARTHWORK.....</b>	<b>0</b>
SECTION 31 23 23 FILL .....	1
<b>APPENDIX I FIGURES.....</b>	<b>I</b>
<b>APPENDIX II GLOSSARY.....</b>	<b>II</b>
GLOSSARY.....	VI

END OF SECTION TABLE OF CONTENTS

**DIVISION 00 00 00**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

**SECTION 00 11 16 INVITATION TO BID****1. GENERAL**

Your firm has been invited to submit proposals in duplicate for the following project:

Project:	Northern Market Brownfield Redevelopment Demolition/Removal/Transport Disposal of Site Features Soil Removal/Transport/Disposal Grayling, Michigan
Owner:	City of Grayling P.O. Box 549 1020 City Boulevard Grayling, MI 49738 Doug Baum, City Manager Deb Mead, Project Coordinator
Owner's Representative:	ATC Group Services LLC 5690 W M-72 Grayling, MI 49738 Phone: 989.745.6595 April.Hehir@atcgs.com April K. Hehir, Project Manager
Third Party Oversight	Otwell Mawby, P.C. 309 E. Front Street Traverse City, Michigan 49684

Address all contract and technical questions/correspondence to the ATC Group Services.

Bids will be received by Lisa Johnson, City Clerk/Treasurer, City of Grayling, P.O. Box 549, 1020 City Boulevard, Grayling, Michigan 49738. Your proposal must be received on or before the deadline stated below. Timely receipt of the bid is the sole responsibility of the bidder. Bids will be accepted either electronic format or hard copy. Email bids should be sent in PDF format to: [clerk@cityofgrayling.org](mailto:clerk@cityofgrayling.org).

Before sealing the envelope check to be sure that:

1. The bid form is signed.
2. The base bid, alternate proposal (if elected) and prices are filled in/provided.
3. Copy of Liability Insurance with Additional Insured Named

On the outside of the envelope identify:

1. The project by name and location.
2. Bidder's name and complete address.

A mandatory pre-bid meeting or site walk will be held on Friday June 19, 2020 at 10 A.M. (1000 hrs). Questions will be due by Thursday June 25, 2020 at 5 P.M. (1700 hrs). Complete Bids and Alternate Bids will be due **Tuesday, June 30, 2020, 2:00 P.M.** (1400 hrs.).

Questions concerning the Contract Documents and insurance requirements shall be directed by email to April Hehir, [ATC](mailto:april.hehir@atcgs.com) Group Services, [april.hehir@atcgs.com](mailto:april.hehir@atcgs.com).

**END OF SECTION 00 11 16**



**SECTION 00 21 13 INSTRUCTIONS TO BIDDERS****1. GENERAL****1.1. BIDDER REQUIREMENTS**

- A. **Time of Completion:** Upon Notice to Proceed issued by the Owner's Representative, the Contractor and selected subcontractors agree to complete all site work required within 30 calendar days. Should any Bidder determine, during the bidding period, that the specified Time of Completion would be impossible to meet by reason of material delivery dates or other logical reason, they should so advise the Owner's Representative at least three days prior to due date for the receipt of bids. If any change in the Time of Completion is determined to be necessary, an addendum will be issued to all bidders which received the original bid package. The Contractor agrees that the completion time specified is an essential condition of the Work. Should the Contractor fail to complete all of the Work inclusive of the Specification by the contract dates, it is agreed that the sum of \$500.00 will be deducted from the Base Proposal Sum for each and every calendar day the Work is substantially incomplete, \$750.00 per day representative oversight is required. It is understood and agreed that this deduction is not a penalty, but represents liquidated damages suffered by the Owner, and is so fixed on a per diem basis because of the extreme difficulty of ascertaining the time and full amount of damage the Owner will sustain if the Work is not completed by the above date. Any modification to the requirement of this section must be obtained in writing by the Owner or Owner's Representative and no verbal agreement or understanding shall be considered.
- B. **Bid Security:** Each Bid must enclose Bid Security, in the amount of five percent (5%) of the Bidder's Base Bid, paid to the "City of Grayling" in the form of a certified or cashier's check or money order drawn upon a bank insured by an agency of the Federal Government or a bid bond with an authorized surety company. The bid security, exclusive of bid bonds, of all unsuccessful Bidders will be returned when an award is made or upon substitution of a bid bond. The bid security of the successful Bidder will be returned when the performance bond and labor and material bond are approved. The Owner reserves the right to waive any requirements for pre-approved vendors.
- C. **Performance and Labor and Material Bonds:** A performance bond and a payment bond are required for all contracts over \$50,000.00.
- D. **Post-Bid Submittal:** For projects over \$100,000, the Owner's Representative will request a Post-Bid Submittal from the Apparent Low, Qualified and Responsive Bidder. The Apparent Low Bidder must submit to the Owner's Representative, within two Business Days after receipt of the request:
- Experience Modification Rating (EMR), or a letter stating why the Bidder does not have one.
  - Identification of the proposed project superintendent with a resume or list of similar projects managed by that individual.
  - A list of at least three (3) projects completed by the Bidder, within the last three (3) years of similar size and complexity, with contact information for references for each.
- E. **Required Insurance:**
- Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this project. The Contractor must list the following ADDITIONAL INSURED "Crawford County Brownfield Redevelopment Authority (CCBRA), the City of Grayling, the State of Michigan Department of Environment, Great Lakes and Energy (EGLE), and ATC Group Services," its departments, divisions, agencies, offices, commissions, officers, employees and representatives/agents as ADDITIONAL INSURED on the Commercial General Liability policy.
  - Vehicle Liability Insurance for bodily injury and property damage as required by law on any auto including owned, hired and non-owned vehicles used in the Contractor's business. The Contractor must list the ADDITIONAL INSURED on the vehicle liability policy.
  - Worker's Disability Compensation, disability benefit or other similar employee benefit act with minimum statutory limits.
    - 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;
    - Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable;
    - This provision must not be applicable where prohibited or limited by Michigan law.
  - Employer's Liability Insurance with the following minimum limits:

- i. \$1,000,000 each accident
  - ii. \$1,000,000 each employee by disease
  - iii. \$1,000,000 aggregate disease
- e. **Liability Insurance:** Liability insurance must be endorsed to list as additional insureds the Owner's Representatives and agents. Worker's Compensation, Employer's Liability Insurance and all other liability insurance policies must be endorsed to include a waiver of rights to recover from the Owner, Owner's Representatives and the other additional insureds. The Contractor's liability insurance must remain in effect through the Correction Period and through any special correction periods. For any employee of the Contractor who is resident of and hired in Michigan, the Contractor must have insurance for benefits payable under Michigan's Worker's Compensation Law. For any other employee protected by Worker's Compensation Laws of any other state, the Contractor must have insurance or participate in a mandatory state fund, where applicable, to cover the benefits payable to any such employee. These requirements must not be construed to limit the liability of the Contractor or its insurers. The Owner does not represent that the specified coverage or limits of insurance are sufficient to protect the Contractor's interests or liabilities.

**F. Warranty:**

- a. The Contractor must furnish the City with a written guarantee to remedy any defects due to faulty materials or labor which appear in the Work within one year from the date of final acceptance by the State. This warranty excludes defect or damage caused by (a) abuse, modification by others, insufficient or improper operation or maintenance, or (b) normal wear and tear under normal usage. The warranties period starts from the date of the substantial completion and must be in full force and effect for the entire duration of the Correction Period.

## **1.2. TERMINATION**

**A. Termination for Breach:** The Owner may elect to terminate all or any part of the Work if:

- a. The Contractor fails to complete the Work, or a specified part of the Work, within the corresponding Contract Time; fails or refuses to supply sufficient management, supervision, workers, materials or equipment; or otherwise fails to prosecute the Work, or any specified part of the Work, with the diligence required to comply with the Contract Time(s);
- b. The Contractor persistently disregards the authority of the Professional or violates or disregards a provision of the Contract Documents or the Laws of any Political Subdivision with jurisdiction;
- c. The Contractor admits in writing, or the Owner otherwise establishes, the Contractor's inability or refusal to pay the Contractor's debts generally as they become due;
- d. In response to the Owner's demand, the Contractor fails to provide adequate, written assurance that the Contractor has the financial resources necessary to complete the Work within the Contract Time;
- e. The Contractor fails to comply with the Michigan Residency requirements (1984 PA 431, as amended, MCL 18.1241a); or is found to be in violation of Section 4 of 1980 PA 278 concerning unfair labor practices, or any nondiscrimination requirements imposed by Law;
- f. At any time, the Contractor, Subcontractor or Supplier is in violation of unfair labor practices prohibited by Section 8 of Chapter 327 of the National Labor Relations Act, 29 U.S.C. 158; or
- g. The Contractor violates or breaches any material provision of the Contract Documents, which provides contractually for cause termination or rescission of the Contract or of the Contractor's right to complete the Work. Within seven Calendar Days after the Contractor receives a notice requiring assurance of due performance for any of the above occurring non-conformances, the Contractor must meet with the Owner and present the Contractor's plan to correct the problems. If the Owner determines that the Contractor's plan provides adequate assurance of correction, that determination does not waive the Owner's right to subsequently default the Contractor or affect any rights or remedies of the Owner against the Contractor and/or surety then existing or that may accrue in the future. The Owner, after giving the Contractor and surety seven Calendar Days' written notice of intent to default, may declare the Contractor in default and terminate the services of the Contractor for cause. Unless otherwise agreed between the Owner and Contractor, at the expiration of the Seven Calendar Day (intent to default) period, the Contractor must immediately stop all Work and proceed in accordance with the Owner's instructions. Following the expiration of the Seven-Calendar Day (intent to default) notice, the Contractor will be sent a default letter – notice of termination for cause. The Owner will issue a Contract Change Order to revise the name of the contract party to the name of the surety company. The surety company must undertake to perform and complete the Work, in accordance with the Contract Documents, in place of the Contractor, either through the surety's agents or by executing agreements with qualified contractors (excluding the Contractor and any of the Contractor's affiliates), or both. The Owner may issue a fifteen-Calendar Day notice of intent to default the surety

company if they fail to execute in a timely manner the completion of the Contract Work. Without an adequate plan of correction, the Owner may issue a notice of termination for cause letter to the surety. If a termination of the contract with the surety occurs, the Owner reserves the right to complete the Work.

- B. **Termination for Convenience of the Owner:** Upon fifteen Calendar Days' written notice to the Contractor and surety, or sooner if reasonable under the circumstances, the Owner may, without cause and without prejudice to any other right or remedy it may have, elect to terminate any part of the Work, or the Contract in whole or in part, as the Owner may deem appropriate for its convenience. Upon receipt of any such termination notice, the Contractor must immediately proceed in accordance with any specific instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination. In such termination, the Contractor must be paid in accordance with the terms of this Contract for only services rendered before the effective date of termination. Upon termination for convenience, the Contractor must be released from any obligation to provide further services and the Owner must have full power and authority to take possession of the Work, assume any agreements with Subcontractors and Suppliers that the Owner selects, and prosecute the Work to completion by Contract or as the Owner may deem expedient.
- C. **Termination for Lack of Funding:** If expected or actual funding is withdrawn, reduced or limited in any way before the completion date set forth in this Contract or in any amendment, the Owner and/or Owner Representatives may, upon written notice to the Contractor, terminate this Contract in whole or in part..
- D. **Termination:** If the Owner has terminated the Contractor, any such termination will not affect any rights or remedies of the Owner against the Contractor or surety, or both, then existing or that may accrue after termination. All provisions of the Contract Documents that, by their nature, survive final acceptance of the Work must remain in full force and effect after a termination for cause of the Contractor or default of the surety, or both. The Owner may, in its sole discretion, permit the Contractor to continue to perform Work when the Contractor is in default or has been defaulted. Such decision by the Owner in no way operates as a waiver of any of the Owner's rights under the Contract Documents or Performance Bond, nor in the event of a subsequent default, entitle the Contractor or surety to continue to perform or prosecute the Work to completion.

**1.3. HOLD HARMLESS:**

- A. The Contractor must hold the City of Grayling and Authorized Representatives (Owner's Representative and ADDITIONAL INSUREDS) harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the Work under the Contract.

**END OF SECTION 00 21 13**

**DIVISION 01 00 00**  
**GENERAL REQUIREMENTS**

## SECTION 01 11 00 SUMMARY OF WORK

### 1. GENERAL DESCRIPTION OF WORK

#### 1.1. SUMMARY

The Work covered by this section summarizes the Work for excavation, transportation and disposal of an estimated 7,300 tons of PCE impacted soils. Soil contamination was identified mainly across the Site at depths of 2-feet below ground surface (bgs). Two small areas contain impacts up to 5-feet bgs and near the water table around 8-9 feet bgs. Total remediation of impacted soils is not proposed, due to physical and economic constraints. Excavation of impacted soils is anticipated to be average depth of 3-feet bgs deep over an area approximately 250-feet long by 125-feet wide. A smaller area approximately 30-feet by 30-feet will be excavated at 1:1 slope to depth of 5-feet bgs. Another area, approximately 50-feet long by 50-feet wide, near the current stormwater pond will be excavated at a 1:1 slope to the water table or depths of 8-feet bgs. Below grade utilities present in the area of excavation will be removed and disposed of with excavated soil. Demolition and removal of site features, including but not limited to: asphalt and concrete surface cover, concrete foundation, concrete secondary containment structure, concrete rail spur ramp, rail spur, perimeter fencing, vegetation/trees and other site debris. An estimated 790 cubic yards of concrete debris will be removed from the site and estimated 110 cubic yards of asphalt debris.

The City of Grayling's (Owner) purpose is to excavate soils impacted with PCE to address the volatilization to indoor air potential. The impacted material will be removed, transported and disposed off-site at a licensed disposal facility. Owners representative will take excavation verification samples at the depths of excavation floor and sidewalls and submit for laboratory analysis, prior to backfilling open excavations. Following excavation and demolition and removal of other site features, the site is to be backfilled and compacted to the existing grade (generally level with the surrounding grade and properties). The property is proposed to be left as a level, vacant property, suitable for future and continued redevelopment at end of this work.

Damage caused by Contractor (including subcontractors) to paved areas and site improvements, outside the work area, public streets, sidewalks, right- of-way, or other protected features shall to be repaired by Contractor at no cost to Owner. It shall be noted that work is expected near a railroad right-of-way and the Contractor must not enter the right-of-way during onsite activities. All activities shall be performed from the Site and performed in a manner that does not impede on the railroad right-of-way for any reason.

Depth of the proposed ground disturbing activity is not otherwise defined and will be Contractors responsibility regardless of depth. Locations of utilities are not defined and will be Contractors responsibility to locate and "cut and cap" utilities in accordance with municipal and utility companies requirements, obtain open-hole inspections and prepare and submit an "As-Built" drawing showing the types, sizes, locations, and elevations of encountered utilities, associated "cut and caps", excavations, and structures removed.

The scope of work for the project involves furnishing all labor, equipment, materials, services, fees, applicable taxes, and incidentals (necessary items not specifically mentioned) for the excavation, transportation and disposal of contaminated soils; backfill, compaction and incidental grading/site restoration, and removal and disposal of asphalt and concrete surface pavement and appurtenances within the excavation zone and additional site features separate from the excavation zone. Additional site features include a concrete secondary containment, concrete foundation, perimeter fencing and miscellaneous debris. The proposed work/demolition area is shown on the attached figure and further described below.

#### 1.2. CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor shall furnish a list of contact personal of the Contractor and contact personnel of lower tier Subcontractors, including addresses and telephone numbers for use in the event of an emergency. As changes occur and additional information becomes available, correct and change information contained in the previous lists.

Contractor shall provide training certification that all personnel have applicable training for the work being performed. At a minimum this includes, but is not necessarily limited to:

1. All personnel shall have HAZWOPER 40-hour training and up to date 8-hour refresher.

#### 1.3. SPECIFIC DESCRIPTIONS OF WORK

The following includes a general summary of the items listed in the bid form. Contractor is responsible to coordinate their work with Owner and/or Owner's Representative, utility companies, municipality, regulatory agencies, and other affected parties. Specifically, Contractor is responsible to provide all preparation work, ancillary supplies, appurtenances, and incidental work

including all labor, materials and equipment to complete the following tasks according to these Bid Specifications and Contract Documents, and in accordance with applicable regulations, codes, ordinances, and industry standards:

**A. Bid Item 1 – Mobilization/Demobilization and Project Administration**

Mobilization/Demobilization, Permits, Plans, Notifications, Inspections, Meetings, Temporary Services, and Project Closeout - Provide all labor, materials, and equipment, services, fees, applicable taxes, and incidentals (necessary items not specifically mentioned) to prepare and submit all plans/notifications, obtain all permits, pay all fees and provide all documentation and incidentals (services and items not specifically mentioned) necessary to complete the Work. Specifically, the Mobilization/Demobilization item includes, but is not limited to the following:

- a. Deliver to the site all necessary personnel, equipment and supplies to complete the work of this contract.
- b. Remove all materials and equipment, conduct final site cleanup and submit all documentation immediately upon completion of contract.
- c. Preparation of a Site-Specific Health and Safety Plan and provide copy to Owner and/or Owner's Representative.
- d. Provide all temporary power, utilities, water, lighting, and other services necessary to complete the Work.
- e. Provide all storage, staging, temporary office facilities, and restroom and sanitation facilities, as needed.
- f. Item includes site security, installation of a minimum 6-foot security fence with lockable gates, safety personnel, and protection of public, existing utilities, public infrastructure, right-of-way, and adjacent properties. Repair of any existing utilities, public infrastructure, right-of-way, and adjacent properties are considered incidental to the Work.
- g. Item includes all shipping/transportation costs including loading, hauling and delivering/removing equipment and materials to/from the job site (excluding specific pay items referenced elsewhere in this Bid Specification).
- h. The Owner has obtained the soil erosion and sedimentation control (SESC) permit. The contractor will be responsible for providing erosion control within the work zone and maintaining the erosion control features during the onsite activities. The owner shall provide a certified operator, perform weekly SESC inspections and inspections within 24 hours of precipitation event, complete inspection logs, and preventing runoff of construction debris, dust and sediment to municipal storm water system. Contractor will provide sediment removal services for eroding sediment leaving subject property or entering storm water system during onsite activities.
- i. Provide dust control measures during the Work.
- j. Coordination of Work with Owner and/or Owner's Representative, City, County, and State, including compliance with ordinances, codes, and regulations and coordination of work with other contractors, as needed.
- k. Attendance at all Project Meetings (assume at least one formal on-site meeting per week).
- l. Providing all required documentation to Owner and/or Owner's Representative including but not limited to: plans; utility cut and cap as-built drawing; notifications; disposal records (manifests, bill of lading, shippers, etc.) and associated itemized disposal log (Excel format); demolition permit and other required permits; open-hole inspections and written approvals; backfill certifications; inspections and testing results (NOTE: Owner's Representative will provide oversight during compaction testing); notice of violations; and other Work related documents to Owner and/or Owner's Representative as necessary during performance of the Work and upon conclusion of the Work.
- m. Obtain all permits, clearances, variances etc., provide all notifications, and pay all associated fees including, but not limited to:
  - i. Wrecking/Utility Clearances
  - ii. Demolition permit (Crawford County)
- n. Obtain all access agreements (special consideration should be given to adjacent property owners). Work hours and street closures must be coordinated with City of Grayling (Multi-Use Permit), Owner, and adjacent property owners. Work hours will be from 7:00 a.m. to 6:00 p.m., unless otherwise notified.
- o. Contractor is responsible for the evaluation, design, and installation of all shoring, bracing, or lateral supporting to prevent collapse, failure, settlement, or cracking of adjoining structures, sidewalks, roads, parking areas, and other site features to remain. The use of shoring, bracing, or lateral supporting is considered part of Contractor's means and methods. Contractor shall submit a Shoring/Bracing Plan to maintain stability to Owner and/or Owner's Representative for review prior to start of Work, if required.
- p. Provide all other incidentals (services and items not specifically mentioned) items necessary to provide a satisfactory work product in compliance with all governing laws and approved by the Owner and/or Owner's Representative.
- q. Contractor must obtain all permits and pay all fees to replace ROW structures, sidewalks and curbs in accordance with City of Grayling and/or MDOT requirements, as needed.

**B. Bid Item 2 –Contaminated Soil Removal, Transportation and Disposal**

- r. Contaminated Soil Removal, Waste Characterization, Transportation, and Disposal - Provide all labor, equipment, supplies, materials, and incidentals to conduct removal and disposal of contaminated soil. Prior to submitting a bid, Contractor is required to review all relevant documented information, visit/inspect the Site and verify Site conditions. Contractor will implement and maintain proposed methods throughout duration of the project and will notify and update, as necessary, to Owner and/or Owner's Representatives of handling of on-site soil contamination.
- s. Contractor shall use best methods to perform work in accordance with all applicable local, state, and federal regulations. However, Owner and/or Owner's Representatives reserves right to review, inspect, and reject method proposed by Contractor. Owner and/or Owner's Representatives also reserve the right to stop work by Contractor at any time for any reason.
- t. Contractor is responsible for all necessary permits, licenses, waste characterization, coordination of waste profiles and manifests, submittal of all notices, notifications, and associated taxes and fees. Coordinate all Work with Owner and/or Owner's Representative.

**C. Bid Item 3 – Demolition, Removal, Transport, Disposal of Concrete, Asphalt, Rail Road Spur, Vegetation, Fencing and Associated Debris**

Demolition - Provide all labor, equipment, materials, supplies and incidentals to remove the concrete and asphalt surface cover, concrete secondary containment, concrete railroad ramp, railroad spur, old concrete foundation, vegetation/trees, fencing and associated debris in their entirety in accordance with the Contract Documents and other sections of the scope of work. Demolition Work includes, but is not limited to:

- a. Identification of special conditions at the site that could impact demolition operations.
- b. Removal of salvageable contents, equipment, and site features. Unless otherwise specified, all contents, and recyclable material become property of Contractor. Owner reserves the right to remove select items from site prior to issuance of Notice to Proceed. Owner encourages modern deconstruction methods and recycling of all salvageable site features. Certain items may be removed prior to start of work by utility providers.
- c. All Work near adjoining structures, public right-of-way, and municipal sidewalk shall proceed with caution. Contractor responsible to repair any damage at no cost to Owner, not anticipated.
- d. Conduct Site cleanup including removal of existing and accumulated Site debris.
- e. Contractor shall use best methods to perform work. However, Owner and/or Owner's Representative reserves right to review, inspect, and reject method proposed by Contractor. Owner and/or Owner's Representative also reserve right to stop Work by Contractor at any time for any reason.

**D. Bid Item 4 – Excavation Void Backfill, Compaction and Incidental Grading/Site Restoration**

Backfill, Compaction, and Incidental Grading - Provide all labor, materials, equipment, and incidentals necessary to backfill excavation and compact voids left by foundation and utility removal and soil excavations, grade excavated areas to exposed adjacent areas in accordance with the Contract Documents and other sections of the scope of work. Backfill Site restoration Work includes:

- a. Concrete (slab and surface/subsurface): Concrete that is removed shall be recycled or transported and disposed offsite at a licensed facility.
- b. Asphalt (surface): Asphalt that is removed shall be recycled or transported and disposed offsite at a licensed facility.
- c. Grade, backfill, and compact existing subsoil: Existing subsurface soil not originating from known impacted areas that are capable of being compacted to form a stable, homogenous material may be graded, compacted and utilized as fill.
- d. Backfill site, including all voids caused by demolition, soil excavation, as necessary to meet proposed grade with MDOT Class II Sand (or pre-approved equivalent by Owner's Representative), as Specified or approved by the Owner's Representative. Backfill must be a certified clean MDOT Class II sand (or pre-approved equivalent) from a commercial sand/aggregate supplier and must be approved by Owner/Owner's Representative prior to placing at Site, unless otherwise approved. Backfill and earthwork is included in Unit Pricing Item. Site must be left in condition suitable for future development.
- e. Backfill shall be compacted in lifts not less than 95% of the Modified Proctor Test. The minimum lift thickness shall be determined by the manufacturer's rating for the compaction equipment, nor should it exceed 12-inches in thickness without specific approval by the Owner's Representative. Owner's Representative will provide compaction testing services during placement of backfill.

- f. Backfill site to level consistent with surrounding grades. Slope backfill to prevent ponding of water onsite and allow for topographic runoff of storm water towards appropriate storm water conveyance (e.g. green belt or nearby storm water catch basins). Provide smooth topographic slope to storm water conveyances.
- g. Provide backfill documentation for Class II Sand including clean certification and load tickets (volume in cubic yards by Owner's Representative pre-approval only).
- h. Repair any damages to ROW specified sidewalks and curbing in accordance with City of Grayling requirements at no cost to Owner. Installed/repared sidewalks and/or curbs that do not meet City of Grayling requirements shall be removed and replaced by Contractor at no cost to Owner.

**1.4. UNIT PRICING AND LUMP SUM FEES PROPOSAL**

- A. Contractor shall provide unit pricing and lump sum fees proposal to complete Bid Items 1 through 4 (listed above), at the Northern Market Brownfield Redevelopment Site, located at 2059 I-75 Business Loop, Grayling, Michigan, Crawford County. The Work will be awarded to a single Contractor. The Contractor shall complete the following Work including, but not limited to: Obtaining all clearances, waivers, permits, pay all fees, prepare and submit all plans, logs, and specified documentation; cut and cap all encountered utilities, and request and obtain open holes inspections; containerize, demolition, transportation and disposal/recycling of all concrete, asphalt, vegetation, metal, excavated contaminated soils in the areas identified in the attached figure; and manipulations; backfill, compact, and verify compaction/density of excavations and fill with Owner-approved backfill. Owners' representative will provide compaction testing services during the placement of backfill.

**END OF SECTION 01 11 00**



## SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES

**1. GENERAL****1.1. SCHEDULE OF VALUES**

- A. Five (5) calendar days after receiving “Notice to Proceed” or before Demolition/Excavation start date, whichever comes first, the Contractor must submit a Schedule of Values to the Owner/Owner’s Representative for review and approval, of the various tasks that must be performed to complete all the Work. The schedule must show each task and the corresponding value of the task, including separate monies allocated for General Condition items and Project closeout. The aggregate total value for all tasks must be equal to the total Contract Sum.

**1.2. BASIS OF PAYMENT**

- A. The basis of payment will be for the Bid Items 1 through Bid Item 4, on the Bid Schedule based on the Estimate of Quantities Form preceding the Table of Contents in this Bid Specification. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, mobilization, equipment costs, plant services, layout surveys, job signs, sanitary requirements, testing, safety devices, water supplies, power, maintaining traffic, removal of wastes, watchmen, bonds, insurance, and all other requirements or conditions. Compensation for any such services and materials shall be included in the prices stipulated for the lump sum and/or unit price pay items listed herein.
- B. Each lump sum and/or unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor’s overhead and profit for each separately identified item. All other work-related items shall be incidental to the appropriate work item.
- C. For lump sum items, the Contractor will be paid on the basis of actual work completed and accepted. One hundred percent of the Contract price (per the Estimate of Quantities Form) for the work completed and accepted may be paid, subject to the limitations of the Bid Specification and Contract Documents.
- D. For unit price items, the Contractor will be paid for the actual amount of work accepted by the Owner’s Representative.
- E. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Owner and the Owner’s Representative.

**1.3. ESTIMATE OF QUANTITIES**

- A. The estimated quantities for the unit price pay items, as listed on the Estimate of Quantities Form, are approximations only and are included solely for the purpose of comparison of bids. The Owner and Owner’s Representative do not expressly or by implication agree that the actual quantities of material encountered or required, will correspond therewith, and reserves the right to increase or decrease any quantity as they may deem necessary. The Contractor will not be entitled to any adjustments in the unit bid price as a result of any change in an Estimate Quantity unless the Estimated Quantity of a measurable pay item is greater or less than 50% of the Estimate, and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions caused by changes or alterations in the Work. If the Estimate is greater or less than 50% of the Estimate for a pay line item, the Contractor will provide a time and materials basis for the bid in accordance with the Schedule of Values submitted to equal the original pay item and a Change Order may be executed upon approval of the Owner. A Change Order must be submitted and approved by the Owner or Owner’s Representative prior to incurring additional cost or commencing additional work.
- B. Owner and Owner’s Representative reserve the right to increase or decrease the quantity of Work.
- C. Additional costs caused by ill-timed or defective work, or work not conforming to Contract Documents, shall be incurred solely by the Contractor and not representative of additional quantities.

**1.4. PAYMENT**

- A. Work completed shall be invoiced on a monthly basis. Only work completed as of the invoice date shall be invoiced. Completion of work will be verified by Owner’s Representative subject to Payment Request eligible for Brownfield Eligible Activity and/or Owner approval prior to payment of invoice.
- B. Application for Final Payment is discussed in Project Closeout.

**1.5. INCIDENTAL WORK**

- A. Incidental work items for which separate payment is not measured include, but are not limited to, the following items:
  - a. Permits/Notifications (not disclosed in Schedule of Values or otherwise paid for).
  - b. General Site cleanup.
  - c. Project signage.
  - d. Health and Safety requirements.
  - e. Field supervision and layout.
  - f. Job-Site administration.
  - g. Site security (the Owner and Owner's Representative are not responsible for any items damaged or stolen from the Site).
  - h. Collection and disposal of any water, including dewatering fluids, unless otherwise paid for.
  - i. Decontamination and disposal of materials used to perform decontamination.
  - j. Restoration of disrupted areas not designated or described in these Contract Documents.
  - k. Restoration of areas used for material and equipment storage, and Contractor access.
  - l. Cooperation with local code enforcement officers, fire marshal, other Contractors, Owner, Owner's Representative, property owners, and others.
  - m. Utility crossings, relocations, or replacements unless otherwise paid for.
  - n. Project Record documents.
  - o. Environmental Protection.
  - p. Work area and perimeter air monitoring, unless otherwise paid for.
  - q. Odor control.
  - r. Quality Control.
  - s. Assisting Owner's Representative in the collection of any elected sampling or environmental activities, within the excavations generated by the demolition and/or contaminated soil removal activities including, but not limited to any oversight required activities or requests indicated as part of the Specification.
  - t. Quantification, including certified weights, manifesting, tracking, and documentation of waste disposal, import, or export activities.

**2. PAYMENT ITEMS****2.1. DESCRIPTION**

- A. The pay items summarized in *SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES, Part 3*, describe the measurement and payment for the work to be done in *SECTION 01 11 00 SUMMARY OF WORK*.
- B. Each unit or lump sum price stated in the *List of Estimated Quantities* shall constitute full compensation, for each item of the Work completed.
- C. The quantities provided are estimates and represent approximate maximum expected quantities. The actual amounts will likely vary from the listed amounts. If more or less work than the estimated quantity is performed, payment will be at the unit price bid for the actual quantity performed.

**3. BASE BID PAY ITEMS****3.1. ITEM 1 – MOBILIZATION/DEMOBILIZATION AND PROJECT ADMINISTRATION CONSTRUCTION SUBMITTALS/PERMITS**

- A. Item 1a – Construction Submittals/Permits/Meetings/Temporary Services/SESC
  - a. Method of Payment: Lump sum payment for Item 1a will be full compensation for all labor, equipment, materials and incidentals necessary for the completion of the activities described below. Partial payment for this item shall be determined by the percentage of submittals (each submittal assigned equal weight) received and approved, and the approved Schedule of Values.
  - b. Payment: Payment shall be made at the Contract Lump Sum Price which shall be full compensation for preparation of submittals (and revisions) as required by Owner and Owner's Representatives reviews, and final approval of submittals required prior to beginning work and as referenced in the Specifications. This item includes all other work and expenses incidental thereto for which payment is not provided under other items.

**B. Item 1b – Mobilization, Site Services**

- a. Method of Payment: Lump sum payment for Item 1b will be full compensation for all labor, equipment, materials and incidentals necessary for the completion of the activities described below. Partial payment for this item shall be determined by the percentage of Work completed and approved, and the approved Schedule of Values.
- b. Payment: Payment shall be made at the Contract Lump Sum Price which shall be full compensation for furnishing all labor, equipment, tools, materials, and supplies to provide temporary facilities, temporary fencing, temporary signage, temporary facility utility connections, safety equipment, refuse containers, etc. identified in *SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS* and as referenced in the Specifications. This item also includes surface water controls, decontamination and any associated analytical testing, dust control and air monitoring, soil erosion controls, material storage area, and all other work and expenses incidental thereto for which payment is not provided under other items.

**C. Item 1c – Demobilization**

- a. Method of Payment: Lump sum payment for Item 1c will be full compensation for all labor, equipment, materials and incidentals necessary for the completion of the activities described below. Partial payment for this item shall be determined by the percentage of Work completed and approved, and the approved Schedule of Values.
- b. Payment: Payment shall be made at the Contract Lump Sum Price which shall be full compensation for furnishing all labor, equipment, tools, materials, and supplies for final site cleanup, demobilization etc. as referenced in the Specifications. This item also includes surface water control removal, decontamination, removal of temporary facilities, temporary fencing, disconnection of temporary utility connections, final site cleanup/restoration, etc. associated with demobilization and all other work and expenses incidental thereto for which payment is not provided under other items.

**D. Item 1e - Contract Closeout**

- a. Method of Payment: Lump sum payment for Item 1e will be full compensation for all labor, equipment, materials and incidentals necessary for completion of the activities described below.
- b. Payment: Payment shall be made at the Contract Lump Sum Price which shall be full compensation for furnishing all labor, equipment, tools, materials, and supplies to complete the *SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS*. This item includes submission of Contract Documents and additional items as referenced in the Specifications, including but not limited to documents identifying backfill volume (i.e., load tickets), surface cover disposal documentation, demolition material manifests, liquid/sludge disposal manifests, Quality Control documentation, and daily work logs and all other work and expenses incidental thereto for which payment is not provided under other items.

**3.2. ITEM 2 – CONTAMINATED SOIL REMOVAL, TRANSPORTATION AND DISPOSAL****A. Item 2a – Contaminated Soil Removal**

- a. Method of Payment: Lump Sum price payment for Item 2a will be full compensation for all labor, equipment, materials and incidentals necessary for completion of the activities described below.
- b. Payment: Payment shall be made at the Contract Lump Sum Price which shall be full compensation for furnishing all labor, equipment, tools, materials and incidentals required to excavate and remove contaminated soil.

**B. Item 2b – Contaminated Soil Transportation and Disposal**

- a. Method of Payment: Unit price payment for Item 2b will be full compensation for all labor, equipment, materials and incidentals necessary for completion of the activities described below.
- b. Payment: Payment shall be made at the Contract Unit Price which shall be full compensation for furnishing all labor, equipment, tools, materials and incidentals required to transport and dispose (as applicable) of

contaminated soil at an appropriate, permitted Waste Disposal or recycling facility as referenced in the Specifications. This item includes all disposal costs at the disposal facility. Certified copies of the disposal receipts signed by the disposal facility and a certified scale operator shall be documented for payment.

### **3.3. ITEM 3 – DEMOLITION/TRANSPORT/DISPOSAL OF SITE FEATURES**

#### **A. Item 3a – Demolition/Transport/Disposal of Site Features**

- a. Method of Payment: Lump sum payment for Item 3a will be full compensation for all labor, equipment, materials and incidentals necessary for the completion of the activities described below. Partial payment for this item shall be determined by the percentage of Work completed and approved.
- b. Payment: Payment shall be made at the Contract Lump Sum Price which shall be full compensation for furnishing all labor, equipment, tools, materials, and supplies to complete the demolition transport and disposal/recycling of the concrete/asphalt slabs, foundations, requiring recycling, on-site crushing, or disposal as a solid waste, and metal, vegetation/trees, and miscellaneous Site debris required to complete total removal and disposal of the Site Features, as described in *SECTION 02 41 00 DEMOLITION* including any costs derived during the demolition, excavation, concrete crushing, and material and waste handling, as described and referenced in the Specifications. This item also includes transport and disposal of all of the above items, as encountered. This item also includes all other work and expenses incidental thereto for which payment is not provided under other items. Copies of disposal/recycle documentation will be required for payment.

#### **B. Item 3b –Transportation and Disposal of Concrete**

- a. Method of Payment: Unit Price payment for Item 3b will be full compensation for all labor, equipment, materials and incidentals necessary for the completion of the activities described below. Partial payment for this item shall be determined by the percentage of Work completed and approved.
- b. Payment: Payment shall be made at the Contract Unit Price Sum which shall be full compensation for furnishing all labor, equipment, tools, materials, and supplies to complete the demolition transport and disposal/recycling of the concrete slabs, foundations, requiring recycling, on-site crushing, or disposal as a required to complete total removal and disposal of the Site Features, as described in *SECTION 02 41 00 DEMOLITION* including any costs derived during the demolition, excavation, concrete crushing, and material and waste handling, as described and referenced in the Specifications. This item also includes transport and disposal of all of the above items, as encountered. This item also includes all other work and expenses incidental thereto for which payment is not provided under other items. Copies of disposal/recycle documentation will be required for payment.

#### **C. Item 3c – Asphalt Transportation and Disposal**

- a. Method of Payment: Lump sum payment for Item 3c will be full compensation for all labor, equipment, materials and incidentals necessary for the completion of the activities described below. Partial payment for this item shall be determined by the percentage of Work completed and approved.
- b. Payment: Payment shall be made at the Contract Unit Price which shall be full compensation for furnishing all labor, equipment, tools, materials, and supplies to complete the demolition transport and disposal/recycling of the asphalt slabs as required to complete total removal and disposal of the Site Features, as described in *Section 02 41 00 Demolition* including any costs derived during the demolition, excavation, concrete crushing, and material and waste handling, as described and referenced in the Specifications. This item also includes transport and disposal of all of the above items, as encountered. This item also includes all other work and expenses incidental thereto for which payment is not provided under other items. Copies of disposal/recycle documentation will be required for payment.

### **3.4. Item 4 – Backfill, Compaction, Incidental Grading**

#### **A. Item 4a – Backfill, Compaction, Incidental Grading**

- a. Method of Payment: Lump sum payment for Item 4a will be full compensation for all labor, equipment, materials and incidentals necessary for the completion of the activities described below. Partial payment for this item shall be determined by the percentage of Work completed and approved.
- b. Payment: Payment shall be made at the Contract Lump Sum Price which shall be full compensation for furnishing all labor, equipment, tools, materials, and supplies to complete the backfill, compaction, and incidental site grading required to complete total removal and disposal of the Site Features, as described in *Section 02 41 00 Demolition* including any costs derived during the demolition, excavation, concrete crushing, and material and waste handling, as described and referenced in the Specifications. This item also includes all other work and expenses incidental thereto for which payment is not provided under other items.

B. Item 4b – Backfill

- a. Method of Payment: Unit rate payment for Item 4b will be full compensation for all labor, equipment, materials and incidentals necessary for the completion of the activities described below. Partial payment for this item shall be determined by the percentage of Work completed and approved.
- b. Payment: Payment shall be made at the Contract Unit Rate Price which shall be full compensation for furnishing all labor, equipment, tools, materials, and supplies to complete the backfill required to complete incidental grading of the Site Features, as described in *Section 02 41 00 Demolition* including any costs derived during the demolition, excavation, concrete crushing, and material and waste handling, as described and referenced in the Specifications. This item also includes all other work and expenses incidental thereto for which payment is not provided under other items.

**END OF SECTION 01 20 00**

**SECTION 01 31 00 PROJECT MANAGEMENT AND COORDINATION****1. GENERAL****1.1. PROJECT COORDINATION:**

- A. Before beginning Work at the Site, the Contractor must coordinate with the Owner/Owner's Representative to implement the schedule for the Project. Once the Project is started, it must be carried to completion without delay.

**END OF SECTION 01 31 00****SECTION 01 31 19 PROJECT MEETINGS****1. GENERAL****1.1. PRE-CONSTRUCTION CONFERENCES**

- A. The Owner's Representative will schedule a pre-construction conference to be attended by the Owner and Contractor. Once the Project has been started, the Contractor must carry it to completion without delay.

**1.2. PROGRESS MEETINGS**

- A. The Owner's Representative will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the Work or to inspect completed Work. The Contractor must be represented at each progress meeting by persons with full authority to act for the Contractor in regard to all aspects of the Work.

**END OF SECTION 01 31 19****SECTION 01 32 19 SUBMITTALS SCHEDULE****1. GENERAL****1.1. PRE-WORK SUBMITTALS**

- A. The Contractor must submit one (1) electronic copy of the following submittals to Owner and Owner's Representative, within three (3) working days after receiving Notice to Proceed and prior to commencing Site activities. Work Plans must be approved by Owner's Representative prior to beginning on-Site Work. Work Plan approvals do not relieve the Contractor of any Specification requirements. Deviations from/contradictory to the Specification require itemized the Owner's Representative.
  - a. Schedule: The Contractor must submit one (1) electronic copies of a Progress Schedule within three (3) working days after assignment of project, showing start and finish dates for each Bid Item including the following milestones: Barricades, Permits, Verification of Disconnection of Services, Knockdown, Haul-Out, Excavation of Foundations/Footings, Open Hole Inspection, Soil Excavation and Transport, Backfill and Compaction, Final Site Inspection/Completion for the Owner and Owner's Representatives review. The Contractor must update the Progress Schedule weekly and submit to Owner and Owner's Representative by email, each week;
  - b. Permits: The Contractor will coordinate with the local unit of government and utilities for all necessary permits, including Right of Way and/or Multi-Use permits (if necessary), hydrant permits, sidewalk permits, sewer permit, etc. Executed copies of the permits are required to be submitted to the Owner prior to commencing associated Site activities;
  - c. Health and Safety Plan (submittal for record only – not reviewed);
  - d. Schedule of Values;
  - e. List of Subcontractors;
  - f. Proposed Disposal Facilities and Proposed Disposal Facility Licenses;
  - g. Spill Contingency Plan;
  - h. Dust Control and Air Monitoring Plan;
  - i. Soil Erosion and Sedimentation Control Plan and permit;

- j. Proposed backfill and aggregate source(s) with required certifications/documentation;
- k. Project Work Plan(s) Minimum Elements and Methods:
  - i. Responsible Officials and Project Contacts (Contact Information, 24-Hr/Emergency, Site Supervisor Contact, Safety Officer, OSHA Responsible Person, Site Personnel)
  - ii. Certifications
  - iii. Site Use (Layout, Work Zones and Controls, Truck Routes, Storage, Loading/Unloading, etc.)
  - iv. Management Procedures for Work Tasks, Visitors, Sign-In, Deliveries, Document Control, etc.
  - v. Soil Removal, Waste Handling/Disposition,
  - vi. Demolition of site features including but not limited to: concrete, asphalt, metal, vegetation/trees
  - vii. Excavation
  - viii. Decontamination
  - ix. Backfill/Compaction
  - x. Equipment and List of Rental Equipment, Subcontractors, Disposal Facilities; and
  - xi. Site Restoration.

### **1.2. DURING WORK SUBMITTALS**

- A. The Contractor must submit electronically of the following submittals weekly to Owner's Representative while Site Work is occurring (due during each weekly progress meeting):
  - a. Daily Site Activity Reports;
  - b. Update Progress Schedule.

### **1.3. POST-EXCAVATION AND SITE FEATURES REMOVAL CLOSE-OUT DOCUMENTS AND FINAL PAYMENT SUBMITTALS**

- A. The Contractor must submit the following required documents with final payment request:
  - a. Utility clearances, disconnects, cut and caps with photograph and open hole inspections/approvals and drawing showing type, size and location of utilities/utility cut and caps;
  - b. Right of Way Permit(s);
  - c. Demolition permit and other required permits;
  - d. Waste Log (Excel Spreadsheet) with associated legible load tickets/dump slips (for all loads) and manifests;
  - e. Final Grade Acceptance/Demo/Right of Way Permit Closeout permits and other documents;
  - f. Backfill Log (Excel Spreadsheet) Import/Export with associated legible load tickets;
  - g. Front, sides and rear photographs after grade restoration. Include landmarks to the left and right of structure(s), sidewalk(s) and curb(s), etc.
  - h. All Waste Profiles, Manifests and disposal tickets;
  - i. All analytical results and chain of custodies, (if obtained);
  - j. Waste characterization analytical data, (if obtained);
  - k. Any other documentation requested by Owner; and
  - l. Final Invoice, itemized with complete costs.

### **1.4. RESPONSIBILITY AND AUTHORITY**

- A. Neither the Owner's/Owner's Representative authority to review any of the Submittals by the Contractor, nor the Owner's/Owner's Representative's decision to raise or not to raise any objections about the Submittals, creates or imposes any duty or responsibility on the Owner/Owner's Representative to exercise any such authority or decision for the benefit of the Contractor/Subcontractor/Supplier, any surety to any of them or any other third party. The Contractor is not relieved of responsibility to comply with Contract Documents and/or Federal, State or Local rules and regulations because the Owner or Owner's Representative have approved. It is Contractor's sole responsibility to ensure all Work is completed in strict adherence with Contract Documents and Federal, State and Local rules and regulations.

**END OF SECTION 01 32 19**

**SECTION 01 35 00 SPECIAL PROCEDURES****1. GENERAL****1.1. SIGNAGE AND SAFETY**

- A. The Contractor must post appropriate construction signs to demark the limits of demolition work areas, hardhat areas, excavations, construction parking and staging areas, etc. Advertising signage by contractors, subcontractors, or suppliers is not allowed. The Contractor must maintain safe and adequate pedestrian and vehicular access to residences, fire hydrants, commercial and industrial establishments, churches, schools, parking lots, hospitals, fire and police stations and like establishments. The Contractor must obtain written approval from the Owner ten (10) Calendar Days before connecting to/utilizing existing facilities.

**1.2. BARRIER AND ENCLOSURES**

- A. The Contractor must furnish, install and maintain as long as necessary and remove when no longer required fencing, barriers, warning signs and signs throughout the Work, for protection of property, workers and the public. The Contractor must hold the City of Grayling and Authorized Representatives (Owner's Representative) harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the Work under the Contract. The Contractor must protect any existing and neighboring structures, trees, or fencing not scheduled to be removed. The Contractor must inspect fences and barricades daily and repair or replacement them when necessary.

**1.3. TEMPORARY FENCE**

- A. The Contractor must provide six (6) foot tall temporary construction fencing around the Work area with lockable gates for ingress and egress of the following: Contractor's employees (including subcontractors); City of Grayling personnel and their authorized representatives; equipment; and materials during working hours. The gates shall be manned during business hours; all authorized entrants are to be logged in and logged out daily. Gates shall be closed and locked during non-working hours and keys shall be provided to City of Grayling project personnel and/or their authorized representatives, as well as the City of Grayling Public Safety. Additionally, Contractor shall install woven wire or snow fence having minimum height of four feet around all open excavations, open basements, pits, vaults, or other hazardous areas. Open excavations must include a sloping earthen ramp allowing egress without need of ladder or stairs. The fence(s) and gates must be removed and grounds restored per Contract Documents requirements upon the completion of the Work.

**1.4. STREET BARRICADES**

- A. In accordance with State and Local requirements, rules, regulations and ordinances, the Contractor must submit plan(s), obtain permit(s) pay fee(s), provide personnel, and maintain all street barricades, signal lights and/or lane change markers during the periods that a traffic lane is closed for their operations. There must be full compliance with rules and ordinances. Street barricading and devices must be removed when hazard is no longer present.

**1.5. BARRICADES**

- A. Demolition work shall be executed in an orderly and careful manner and shall not involve undue hazards to the general public or unnecessary risks to the workers. The erection of barricades, warning signs, etc. for protection during the wrecking operations and the execution of wrecking operations shall be done in strict accordance with all applicable Local, State and Federal Regulations.
  - a. The barricades shall extend no further than four feet from the inside of the street curb.
  - b. Three feet of the sidewalk shall be maintained at all times for pedestrians.
  - c. A minimum of 12 feet of alley width shall be maintained at all times for traffic.
  - d. There shall be no storage of debris, backfill material, or equipment on the street at any time.

**1.6. WASTE STORAGE**

- A. Pending disposal, Contractor shall stage/store hazardous/regulated materials on 6-mil liner below and cover pending characterization and/or disposal of any hazardous or contaminated soil. Liquid hazardous/regulated wastes/materials shall be stored in lockable container with secondary containment.
- B. If, for any reason, the above requirements cannot be fully met, the Contractor is to immediately notify the Owner and Owner's Representative and obtain direction as to the handling of such special cases.



- C. Special care shall be exercised to avoid any damage to adjacent properties. Should such damage occur, immediately notify the Owner and Owner's Representative. The Contractor is responsible for repair or replacement of any adjacent property damage. The Contractor shall document (photographs/videos) the condition of all adjacent properties prior to commencing the Work activities. Non-documented (photographs/videos), damaged items/areas will be assumed to be caused by Contractor and shall be repaired or replaced by the Contractor to the satisfaction of property owner, local municipality and Owner/Owner's representative, at no additional cost to said parties.

#### **1.7. CONSTRUCTION AIDS**

- A. The Contractor must furnish, install, and maintain as long as necessary and remove when no longer required, safe and adequate scaffolding, ladders, staging, platforms, bracing, shoring, chutes, railings, hoisting equipment, etc., as required for proper execution of the Work. All construction aids must conform to Federal, State, and local codes or Laws for protection of workers and the public.

### **END OF SECTION 01 35 00**

## **SECTION 01 41 00 REGULATORY REQUIREMENTS**

### **1. GENERAL**

#### **1.1. LAWS**

- A. The Contractor and its Subcontractors/Suppliers must comply with all Federal, State, and local Laws applicable to the Work and Site.

#### **1.2. CODES**

- A. All Works must be provided in accordance with the State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq, International Building and Residential Codes and all applicable Michigan construction codes and fire safety including but not limited to: Michigan Building Code, Michigan Residential Code, Michigan Uniform Energy Code, Michigan Electrical Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Mechanical Code, Michigan Elevator Code, Michigan Plumbing Code, and any applicable local codes. If the Contractor observes that any Contract Document conflicts with any Laws or the State Construction Code or any permits in any respect, the Contractor must promptly notify the Owner's Representative in writing. If the Contractor provides any Work knowing or having to reason to know of such conflict, the Contractor must be responsible for that performance.

#### **1.3. PERMITS**

- A. All required construction/demolition permits must be secured and their fees including inspection costs must be paid by the Contractor. The time incurred by the Contractor in obtaining construction permits must constitute time required to complete the Work and does not justify any increases to the Contract Time or Price, except when revisions to the Drawings and/or Specifications required by the permitting authority cause the Delays. The Contractor must pay all charges of Public Utilities for connections to the Work.

#### **1.4. TAXES**

- A. The Contractor must pay all Michigan sales and use taxes and any other similar taxes covering the Work that are currently imposed by legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division. If the Contractor is not required to pay or bear the burden or obtains a refund of any taxes deemed to have been included in the Bid and Contract Price, the Contract Price must be reduced by a like amount and that amount, whether as a refund or otherwise, must ensure solely to the benefit of the Owner.

#### **1.5. SAFETY AND PROTECTION**

- A. The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local Laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, as amended, MCL 408.1001 et seq., and all rules promulgated under the Act. The Contractor is responsible for all damages, injury or loss to the Work, materials, equipment, fines, and penalties as a result of any violation of such Laws. The Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs and such responsibility must continue until such time as the Owner's Representative is satisfied that the Work, or Work inspected, is completed and ready for final payment. Contractor shall hold Owner and Owner's Representative(s), CCBRA and ADDITIONAL INSUREDS harmless. In doing the Work the Contractor must take all necessary

precautions for the safety of, and must erect and maintain all necessary safeguards and provide the necessary protection to prevent damage, injury or loss to: (a) all employees on the Work and other persons who may be affected by the Work, (b) all the Work and materials and equipment to be incorporated into the Work, whether stored on or off the site, and (c) other property at or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Utilities not designated for removal, relocation or replacement. In the event of severe weather, the Contractor must inspect the Work and the Site and take all reasonably necessary actions and precautions to protect the Work and ensure that public access and safety are maintained.

#### **1.6. MICHIGAN RIGHT-TO-KNOW LAW**

- A. The Contractor and its Subcontractors/Suppliers must comply with MIOSHA, Michigan Right-to-Know Law (Public Act 80 of 1986) and the rules promulgated under it. The Act places certain requirements on employers to develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Safety Data Sheets (SDS), and to provide training for employees who work with these chemicals and develop a written hazard communications program. The Act also provides for specific employee rights, including the right to be notified of the location of SDS and to be notified at the site of new or revised SDS within five Business Days after receipt and to request SDS copies from their employers. The Contractor, employer or Subcontractor must post and update these notices at the site.

#### **1.7. ENVIRONMENTAL REQUIREMENTS**

- A. The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local environmental Laws, standards, orders or requirements including but not limited to the National Environmental Policy Act of 1969, as amended, Michigan Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, Pollution Prevention Act, as amended, Resource Conservation and Recovery Act, as amended, National Historic Preservation Act, as amended and Energy Policy and Conservation Act and Energy Standards for Buildings Except Low-Rise Residential Buildings, ANSI/ASHRAE/IESNA Standard 90.1-1999.

#### **1.8. NONDISCRIMINATION: CONTRACTOR AND ITS SUBCONTRACTORS AND SUPPLIERS MUST COMPLY WITH THE FOLLOWING REQUIREMENTS:**

- A. Not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight or marital status and take affirmative action to ensure that applicants are employed and the employees are not subject to such discrimination. Such action must include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
- B. To state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight or marital status.

#### **1.9. ANTI-LOBBYING:**

- A. The CONTRACTOR shall not use any of the funds awarded in this contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Borrower shall not use any of the funds awarded in this contract for the purpose of litigation against.

#### **1.10. IRAN SANCTIONS ACT:**

- A. By signing the contract, the CONTRACTOR is certifying that it is not an Iran-linked business, as defined in MCL 129.312.

**END OF SECTION 01 41 00**

**SECTION 01 42 00 REFERENCES****1. GENERAL****1.1. REFERENCES:**

- A. References will be made in an abbreviated alpha numeric form to specific standard specifications, reference publications and building codes of federal or state agencies, manufacturers, associations or trade organizations. Such references will be identified by the alphabetic abbreviation which identifies the government agency, the association or organization followed by the rule, section or detail number that are to form a part of these specifications, the same as if fully set forth herein, and must be of latest issued date in effect three months before the Bid opening date shown on the Proposal and Contract. The abbreviations used are referred to as follows:

<b>Abbreviation</b>	<b>Agency, Association or Organization</b>
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code
CDA	Copper Development Assn., Inc.
CLFMI	Chain Link Fence Manufacturer's Institute
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
EGLE	Michigan Department of Environment Great Lakes and Energy
EPA	Environmental Protection Agency
F/M	Factory Mutual Research Corporation
FS	Federal Specifications
HEW	United States Department of Health Education and Welfare
MDEQ	Michigan Department of Environmental Quality
MDOT	Michigan Department of Transportation
MIOSHA	Michigan Occupational Safety and Health Administration
NESHAP	National Emission Standard of Hazardous Air Pollutants
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation Testing Laboratory, Inc.
NSWMA	National Solid Waste Management Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PDI	Plumbing and Drainage Institute
SMACNA	Sheet Metal & Air Conditioning Contractors
UL	Underwriters Laboratories, Inc.
USBM	United States Bureau of Mines
USDC	United States Department of Commerce
29 CFR	Title 29 of the Code of Federal Regulations (OSHA)
40 CFR	Title 40 of Code of Federal Regulations (Protection of Environment)

**END OF SECTION 01 42 00**

**SECTION 01 45 00 QUALITY CONTROL****1. GENERAL****1.1. TESTING/CERTIFICATIONS**

- A. All tests required to complete the Work must be conducted in accordance with ASTM, ANSI, OSHA, EPA and other Standards for testing by a qualified firm/individual certified to perform such testing. Contractor must submit a minimum of three copies of each test/inspection report to the Owner/Owner's Representative for evaluation and subsequent distribution. The following general classifications of Work require submission of test reports and/or certificates of inspection. Additional submissions may be requested by the Owner/Owner's Representative at any time.
  - a. Waste characterization profile/certificates;
  - b. Utility disconnect certificates/clearances;
  - c. Open hole inspection certificates;
  - d. Backfill(s) to include aggregate from crushed concrete;
  - e. Gradation reports on borrow material (ASTM C117, C136 and D2487).
  - f. One moisture density curve for each type of borrow used (ASTM D1557) per source, and as needed.
  - g. Field density test reports (ASTM D2922 and D3017)
    - i. One per compacted 12-inch lift of 4,000 square feet (vibratory roller).
    - ii. One per compacted 6-inch lift of 200 lineal feet of up to four-foot wide trench (hand operated plate compactor).
    - iii. A minimum compaction of 95% maximum dry density shall be achieved for Class II granular borrow.
    - iv. A minimum compaction of 98% maximum dry density shall be achieved for gravel or crushed concrete aggregate.
  - h. Borrow analytical reports for VOC, SVOC and 10 Michigan Metals. A letter from the off-Site source may be substituted for the analytical data, provided it states the material is free of all reportable concentrations of parameters listed herein and is a virgin material; and,
  - i. Concrete (for sidewalks and curbs, if necessary, per MDOT or City of Grayling Specifications, as applicable).
- B. The Owner may conduct quality assurance testing. The Contractor will be responsible for coordinating and assisting the Owner's/Owner's Representative with testing, when requested and any cost for re-testing for failed tests.
- C. The Owner may perform periodic soil testing at the subject property. In the event the backfill material does not meet specifications, the Contractor will be required to remove all backfill material and supply acceptable backfill with certified test results from an accredited laboratory sustaining that the backfill material is free from any prohibited material.
- D. All costs associated with the testing, removal of the unacceptable material and replacement with acceptable material shall be paid by the Contractor at no additional cost to Owner.
- E. Contractors' Requests for Inspections
  - a. All Contractors' requests for inspections shall be made to the Owner's Representative and/or the appropriate agency and/or project personnel at least 72 hours prior to the date of the requested inspection. Delays resulting from inspections will be at no cost to Owner or Owner's Representative.

**END OF SECTION 01 45 00**

**SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS****1. GENERAL****1.1. TEMPORARY FACILITIES AND CONTROLS**

- A. The Contractor must furnish and install all temporary facilities and controls required to complete the Work and must remove them from the property upon completion of the Work in accordance with Federal, State and local requirements.

**1.2. MINIMUM REQUIREMENTS**

- A. Power and Water
  - a. The Contractor is responsible for providing all power (electricity) and water necessary to complete the Work. Water or electricity will not be available in the area where Work will be performed. The Contractor will be responsible for providing all reasonable services for its operations. The Contractor is responsible for obtaining approval and permits, and paying any fees, for use of hydrants or other services from the City of Grayling. Contractor must pay costs for installation and removal of any temporary connections including necessary safety devices and controls.
- B. Temporary Sanitary Facilities
  - a. Portable Toilets: The Contractor must provide and maintain a sufficient number of portable temporary toilets in locations approved by the Owner. They must comply with all Federal, State, and local code requirements. The Contractor must maintain the temporary toilets in a sanitary condition at all times and must remove them when the Work under this Contract is complete. The Contractor's employees are not allowed to use any existing toilet facility. The Contractor's employees are not allowed to soil the ground on the project site or adjoining parcels.

**END OF SECTION 01 50 00**

**SECTION 01 60 00 PRODUCT REQUIREMENTS****1. GENERAL****1.1. PROVISION AND RESPONSIBILITY**

- A. The Contractor must furnish and be responsible for all materials, equipment, facilities, tools, supplies, and utilities necessary for completing the Work. All materials and equipment must be provided as described in the Contract Documents and of good quality, free of defect and new and must be applied, installed, connected, erected, used, cleaned and conditioned following the manufacturer's and suppliers' instructions.

**1.2. DELIVERY, STORAGE, AND HANDLING**

- A. All materials and equipment delivered to and used in the Work must be suitably stored and protected from the elements. The areas used for storage must only be those approved by the Owner. The Owner assumes no responsibility for stored material. The ownership and title to materials will not be vested in the Owner before materials are incorporated in the Work, unless payment is made by the Owner for stored materials and equipment. After delivery, before and after installation, the Contractor must protect materials and equipment against theft, injury or damage from all causes. For all materials and equipment, the Contractor must provide complete information on installation, operation and preventive maintenance.
- B. The Contractor must cover and protect bulk materials while in storage which are subject to deterioration because of dampness, the weather or contamination. The Contractor must keep materials in their original sealed containers, unopened, with labels plainly indicating manufacturer's name, brand, type and grade of material and must immediately remove from the Work site containers which are broken, opened, watermarked and/or contain caked, lumpy or otherwise damaged materials.
- C. The Contractor must certify that any materials stored off-site are:
  - a. Stored on property owned or leased by the Contractor.
  - b. Insured against loss by fire, theft, flood or other hazards.
  - c. Properly stored and protected against loss or damage.

- d. In compliance with the Plans, Bid Specifications and Regulatory Requirements.
- e. Specifically allotted, identified, and reserved for the project.
- f. Itemized for tracking and payment.
- g. Subject to these conditions until the items are delivered to the project site.

### **1.3. REGULAR CLEANING**

- A. The Contractor must maintain an orderly jobsite and shall remove all scrap or removed material, debris or rubbish from the Project work site at the end of each working day and more frequently whenever the Owner's Representative deems such material to be a hazard. The Contractor cannot discard materials on the Project work site, adjacent properties, or on the streets. No salvage or surplus material may be sold at the Project work site. No burning of debris or rubbish is allowed. Any recycled materials must be recycled and the Contractor will be required to provide a recycling plan and receipt of delivery.

### **END OF SECTION 01 60 00**

## **SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS**

### **1. GENERAL**

#### **1.1. SUBSTANTIAL COMPLETION**

- A. The Contractor must notify the Owner and Owner's Representative when the Work will be substantially complete and a formal Request for Inspection shall be made by the Contractor. Testing results, Certificates and Project Record Documentation sufficient to reasonably ascertain Work was completed in accordance with the Specifications shall be due upon Substantial Completion Request to initiate an Inspection. If the Owner and Owner's Representative agree that the project is Substantially Complete, a Punch List will be prepared by Owner/Owner's Representative of items/tasks that need to be completed by the date set for final acceptance by the Owner.

#### **1.2. FINAL REVIEW**

- A. Contractor shall perform final restoration until complete and submit written notification that:
  - a. Work has been completed in accordance with the Contract Document.
  - b. Work has been conducted in accordance with all authorities having jurisdiction.
  - c. Work is completed and ready for final review.

#### **1.3. FINAL APPROVAL**

- A. Upon approval, Owner's Representative shall request submittal of:
  - a. Contract Documents
  - b. Final Pay Request
  - c. Final Statement of Accounting
- B. The value of all items not completed shall be deducted from the final payment "until complete". Examples include:
  - a. Work determined to have not been completed in accordance with the Specifications; or,
  - b. The Contractor cannot provide items required for Item payment as indicated in *SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES*.
- C. Contractor shall take immediate steps to remedy stated deficiencies, and send second written request for Final Approval certifying that the Work is complete. The Owner's Representative shall determine if Work was completed and a Recommendation for Payment (recommended upon completion of the Work) and Contract Closeout shall be made to Owner upon one (1) year anniversary of completion.

### **END OF SECTION 01 70 00**

**SECTION 01 71 23 FIELD ENGINEERING****1. GENERAL****1.1. SUBSURFACE UTILITIES:**

- A. Contractor must identify type location and elevation of all utilities at the site. Including location, elevation of “Cut and Caps”. Utility type, size, location, and elevation must be clearly depicted in scaled “Utility Location Drawing” prepared by the Contractor. A Copy of drawing must be provided to Owner/Owner’s Representative with Project Close-Out submittals.

**END OF SECTION 01 71 23**

**SECTION 01 80 00 PERFORMANCE REQUIREMENTS****1. GENERAL****1.1. PERFORMANCE**

- A. The Contractor is responsible for maintaining, repairing or replacing the following parts of the Work, and any resulting damage from failure, for one (1) year after completion of project:
  - a. Subsidence of backfill on site; and,
  - b. Utility Cut and Caps performed by Contractor.

**END OF SECTION 01 80 00**

**DIVISION 02 00 00**  
**EXISTING CONDITIONS**



**SECTION 02 41 00 DEMOLITION****1. GENERAL****1.1. SECTION INCLUDES**

- A. Demolition of designated structure(s), site improvements, vegetation, and site features; removal of materials from site, and proper disposal of materials.
- B. Removal of abandoned underground utility piping or conduit, identify, cut, and cap utility in accordance with local municipality requirements and or Utility company requirements.
- C. Submittals in *SECTION 01 32 19 SUBMITTALS SCHEDULE*

**1.2. REGULATORY REQUIREMENTS**

- A. The Contractor shall conform to applicable codes, laws, and regulations for removal of contaminated soil and other regulated materials and demolition of structures and site features, ensure safety of employees, subcontractors, Owner, Owner Representative and authorized visitors on-site and protection of adjacent structures and improvements, provide dust control measures to and ensure no visible emissions and/or fugitive dusts are generated during the Work, and the characterization, containerization, transportations and disposal of materials.
- B. Prepare all plans, submit all notifications, apply for and obtain all required permits and pay all associated fees. The Contractor must apply for and obtain all permits and pay fees necessary to complete the WORK including, but not limited to: Demolition Permit, Row of Way Permit, Fire Hydrant use permit, and Sidewalk Permits. NOTE: Soil Erosion Sedimentation Control (SESC) Permit has been obtained by the Owner; contractor responsible for installation and maintenance in work areas.
- C. Contractor shall request, obtain, and verify all utility disconnects are made, and shall obtain all wrecking clearances from municipality and/or utility companies, and utilize private utility location services as needed. If utilities are found not to be disconnected despite having a wrecking clearance, the Contractor must cease operations and notify appropriate municipal agency and/or utility company and the Owner immediately. Additionally, it is the Contractor's responsibility to notify MISS DIG and meet Miss Dig representatives on-site to ensure all utilities are identified and marked.
- D. Contractor shall not close or obstruct roadways or sidewalks without obtaining the appropriate required permits prior to the activity beginning. Do not store or stage materials or equipment in Right of Way, on streets, sidewalks, or adjacent properties without express written permission/permit from municipality and/or property owner. Contractor responsible for all associated fees.
- E. Quantities provided are estimates only and Contractor is responsible to abate all identified materials, regardless of actual quantities. However, if other hazardous/regulated materials, not previously identified are discovered, Contractor shall stop work in area notify the Owners and Owner's Representative. Delays associated with testing and quantifying unidentified hazardous materials will be at no cost to Owner and will not affect scheduled completion date. The Contractor shall follow all applicable regulatory procedures for proper handling of hazardous/regulated material before proceeding with the contract Work. Prepare and complete all required notifications; obtain all permits, and comply with the Local, State and Federal rules and regulations including but not limited to worker training, licensees/certifications and protection, hazardous/regulated material abatement, containerization, characterization, transportation and disposal.

**2. PRODUCTS****2.1. FILL MATERIALS**

- A. Aggregate, MDOT CLASS II Sand (or pre-approved equivalent by Owner's Representative)
- B. Aggregate, On-Site Derived (Subject to Owner and Owner's Representative Pre-approval)

- c. Matching MDOT Class II Sand (Suitable Fill)

### **3. EXECUTION**

#### **3.1. PREPARATION**

- A. Within three (3) business days after the property is assigned for demolition and soil removal, the Contractor shall submit a schedule to the Owner and the Owner's Representative. The schedule shall name any and all subcontractors and provide contact information for the subcontractor. The schedule shall provide contact information for the Contractor's proposed project manager and site superintendent for the demolitions.
- B. Provide, install, and maintain temporary barriers and secure the site prior to the start of work. Temporary barriers shall remain in place until all work is complete.
- C. Protect all adjacent and existing structures, which are not to be demolished. Photograph the condition of adjacent and existing structures, fences, etc.
- D. Photograph the front and rear of the structure(s) to be demolished, including enough of the adjacent structures or landmarks to remain to allow a viewer to identify the location, and determine condition of the adjacent structure before demolition. Photograph/Video the condition of sidewalks and curbs.
- E. Maintain a copy of the Work Plan and Health and Safety Plan and all Labor/OSHA required documents onsite while the Work is underway.
- F. Prepare and proceed with the contract work in a manner that will prevent the movement or settlement of adjacent structures. Provide temporary bracing and shoring, as necessary to protect adjacent structures.

#### **3.2. DEMOLITION AND EXCAVATION REQUIREMENTS**

- A. Conduct demolition and excavation activities in a manner to minimize interference with adjacent structures. Maintain clear access to adjacent structures
- B. Cease demolition and excavation operations immediately if adjacent structures appear to be in danger. Notify the Owner immediately and do not resume demolition operations until given direction.
- C. Conduct contract operations with a minimum interference to public or private access to the public areas outside or adjacent to the contract work areas at all time.
- D. Provide and use water from a tanker truck or a hydrant as necessary to control dust. If the demolition or excavation is delayed or rescheduled due to weather, the Contractor must revise or reapply for permits and notifications. Adequate wetting is defined in 40 CFR Part 61.
- E. The Contractor must promptly remove debris or sediment in the road or road right-of-way.

#### **3.3. DEMOLITION**

- A. Contractor responsible for utility disconnects and obtaining Wrecking clearances. If utilities are found not to be disconnected despite having a wrecking clearance, the Contractor must cease operations and notify municipality/utility and Owner/Owner's Representative immediately. Protect utilities to remain by using hand methods.
- B. Remove all Waste and regulated materials in accordance with the requirements of EGLE, MIOSHA, federal, state and local agencies and this contract.
- C. Remove all structures and site improvements on the property completely, including but not limited to all foundations/slabs, concrete and asphalt surface cover, fences, or other structures.

- D. Remove curb cuts, driveway aprons, driveways, patios, walkways, and other site slabs. The Contractor must make every effort to protect existing City sidewalks from damage. The Contractor must replace City sidewalks, curbs, roads, signs or other improvements damaged during performance of the Work and heaved sidewalks greater than 1" at no cost to the Owner.
- E. Remove all trees, shrubs, or other plantings. Remove and dispose of all debris. Currently all trees are to be cleared unless otherwise identified. Clearing and Grubbing is incidental and inclusive of payment within the Demolition pay item.
- F. Remove all new and existing debris piles from the entire project site, including the area adjacent to sidewalks and curbs.
- G. Properly remove and dispose of all demolished materials from the project site. Do not burn or bury any materials on site. Leave the project site in clean condition. Protect/barricade the open hole or debris pile. Recycle materials as feasible.
- H. Place bulkheads per municipal requirements in all existing sewers encountered on the property, unless waived by the Owner or Owner's Representative. Place rebar rods to aid in future locating of the sewers and show type and location all utility disconnects on "As-Built" drawing. Include legend and notes describing type and size of utility, type of cap utilized as well as name of agencies, utility company, name of inspector conducting open-hole inspections and dates of inspections.
- I. Request Open Hole Inspection from Owner Representative prior to backfilling. Failure to provide requested information will result in Contractor re-excavating backfill material at no cost to Owner.
- J. Backfill all areas excavated or as a result of demolition, in accordance with *SECTION 02 41 00 DEMOLITION*. Backfill shall be completed after obtaining Open Hole Inspection approval from Owner Representative.
- K. Rough grade and compact all areas affected by excavation and demolition to meet adjacent site grades and contours.
- L. Remove temporary facilities, signage, barricades, warning tape, etc., after the work is completed.
- M. Replace curbs and damaged sidewalks per the City of Grayling or MDOT requirements.

**END OF SECTION 02 41 00**

**DIVISION 31 00 00**

**EARTHWORK**

**SECTION 31 23 23 FILL****1. GENERAL****1.1. SECTION INCLUDES**

- A. Backfilling in areas excavated as a result of demolition.
- B. General Site filling and backfilling.
- C. Consolidation and compaction as scheduled of fill materials.

**1.2. REFERENCES**

- A. State of Michigan Department of Transportation (MDOT) [2012 Standard Specifications for Construction](#). Available on the MDOT website: State of Michigan Department of Transportation (MDOT) 2003 (Revised December 2014) [Density Testing and Inspection Manual](#).

**1.3. DEFINITIONS**

- A. Relative Compaction – Ratio of field dry density as determined by ASTM D 2922 and ASTM D 3017 or 2216, and laboratory maximum dry density as determined by ASTM D 1557.

**2. PRODUCTS****2.1. FILL MATERIALS**

- A. Backfill
  - a. Place and compact MDOT Class II Natural Sand to match existing grade, as specified per location.
- B. All fill material obtained off-site shall be uncontaminated.
  - a. The Contractor must provide certification from the fill source documenting that the materials are uncontaminated (EGLE Residential Criteria) before bringing the materials on the site. Materials shall be from a commercial source or approved by the Owner.
  - b. If source certification is not available, all fill shall be sampled and tested that the materials are below EGLE Residential Criteria. The Contractor shall provide laboratory results from soil samples for the materials, provided prior to bringing fill on the site. Owner/Owner's Representative must approve source. Owner/Owner's Representative reserves right to reject any fill.

**3. EXECUTION****3.1. PREPARATION**

- A. Compact all subgrade fill materials to the density requirements for subsequent backfill materials of this specification.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill all excavated areas with MDOT Natural Class II sand (or pre-approved equivalent), or crushed concrete where specified, and compact to density equal to or greater than requirements for subsequent fill material.

**3.2. BACKFILLING**

- A. Backfill and compact all resulting holes, basements, foundations or voids to a level condition that allows for proper drainage without ponding or runoff onto adjacent properties. Where the grade is sloping, the backfill level shall be sloping accordingly. All depressed areas and voids found in the area shall be filled.
- B. Do not use frozen fill material
- C. Do not place backfill on muddy, frozen, or frosted surfaces.
- D. Backfill shall be completed after obtaining open-hole inspection approval, or 24 hours if approval is not required, unless otherwise approved.

- E. The Contractor shall place and compact materials in equal continuous layers not exceeding 12 inches in compacted depth, and mechanically compact using approved heavy equipment (e.g., vibratory roller), or 6 inches in compacted depth with hand operated mechanical equipment (e.g., plate compactor), to 95 percent of the maximum density as established by ASTM D 1557 requirements or approved alternative method.
- F. Employ a placement method that does not disturb or damage other surrounding or adjacent work and / or property. Control dust.
- G. Maintain optimum moisture content of the backfill materials to attain required compaction density requirements of this specification. Scarify and air-dry, or remove and replace, backfill that contains too much moisture to compact to 95 percent of maximum density.
- H. No stockpiling of fill materials on vacant lots or in the streets will be permitted.

**3.3. TOLERANCES**

- A. Top Surface elevation of Backfilling shall be plus or minus 1 inch from required elevations.

**3.4. FIELD QUALITY CONTROL**

- A. *SECTION 01 45 00 QUALITY CONTROL*
- B. Compaction testing will be performed in accordance with ASTM D2922 and other ASTM referenced standards.
- C. Concrete crushing will be performed to produce Subbase aggregate or VMS Permeable Zone in accordance with the specified ASTM standards and will be subject to approval by the Owner or Owner's Representative.
- D. If Compaction tests indicate the Contractor's Work does not meet specified requirements, the Contractor shall remove the non-compliant Work and replace unsuitable backfill. Backfill will not be acceptable until retesting confirms Contract requirements have been satisfied as determined by the Owner or Owner's Representative.
- E. If visual inspection and/or laboratory testing indicate that the backfill materials do not meet the quality required under this Section, the Contractor shall remove the non-compliant Work and replace the unsuitable backfill. Backfill will not be acceptable until retesting confirms Contract requirements have been satisfied as determined by the Owner or Owner's Representative.

**END OF SECTION 31 23 23**

# **APPENDIX I**

## **FIGURES**



Red Area = Remaining Site Demolition

Orange Shading = Completed Site Demolition

Purple Line = Existing Silt Fence



Know what's below.  
Call before you dig.

NOTE:

UTILITIES SHOWN ARE PER FIELD LOCATION AND PREVIOUS RECORD FILES FROM CITY OF GRAYLING MANAGER. ROWE PROFESSIONAL SERVICES COMPANY DOES NOT WARRANT THE LOCATION OF ANY UNDERGROUND UTILITY. CALL MISS DIG BEFORE ANY EXCAVATION.

#### BENCHMARK DATA TABLE

NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
BM 21	488240	19596234	1137.57	EASTERLY FLANGE BOLT ON FIRE HYDRANT
BM 25	488298	19596390	1137.78	NE CORNER OF SIDEWALK AT THE NE CORNER OF BUILDING

#### TRAVERSE POINT DATA TABLE

NUMBER	NORTHING	EASTING	DESCRIPTION
TP 1	488334.5160	19596514.9510	SIRC "ROWE TRAV"; ±14' NE OF EDGE OF BIT; ±28' SOUTH OF EDGE OF BIT
TP 11	488100.7810	19596380.4000	YELLOW PAINT DOT; ±28' NE OF POWER POLE; ±33' SE OF CORNER FENCE POST
TP 12	488001.3280	19596483.3250	YELLOW PAINT DOT; ±70' SW OF THE SW BLDG CORNER; ±61' WEST OF CONC FUEL STORAGE BOX
TP 13	488051.8030	19596614.7320	YELLOW PAINT DOT; ±45' SE OF THE SW BLDG CORNER; ±74' E OF SW BLDG COR
TP 14	488268.9150	19596552.1950	YELLOW PAINT DOT; ±10' SW OF NW-SE FENCE LINE; ±18' SE OF SW-NE FENCE LINE

#### UTILITY INVENTORY

MH #1221 - STORM  
RIM ELEVATION = 1136.72  
12" RCP SE INVERT = 1131.12'  
12" RCP NW INVERT = 1131.22'

MH #1269 - STORM  
RIM ELEVATION = 1137.27  
12" RCP SE INVERT = 1131.87'  
8" RCP NW INVERT = 1131.97'

MH #1310 - STORM  
RIM ELEVATION = 1135.57  
8" RCP SE INVERT = 1132.42'

MH #1381 - STORM INLET  
RIM ELEVATION = 1136.64  
15" RCP N INVERT = 1132.44'

MH #1384 - SANITARY  
RIM ELEVATION = 1136.74  
12" RCP S INVERT = 1130.04'  
12" RCP N INVERT = 1129.84'

MH #1601 - SANITARY  
RIM ELEVATION = 1136.45  
8" PVC NW INVERT = 1129.45'  
8" PVC E INVERT = 1129.55'

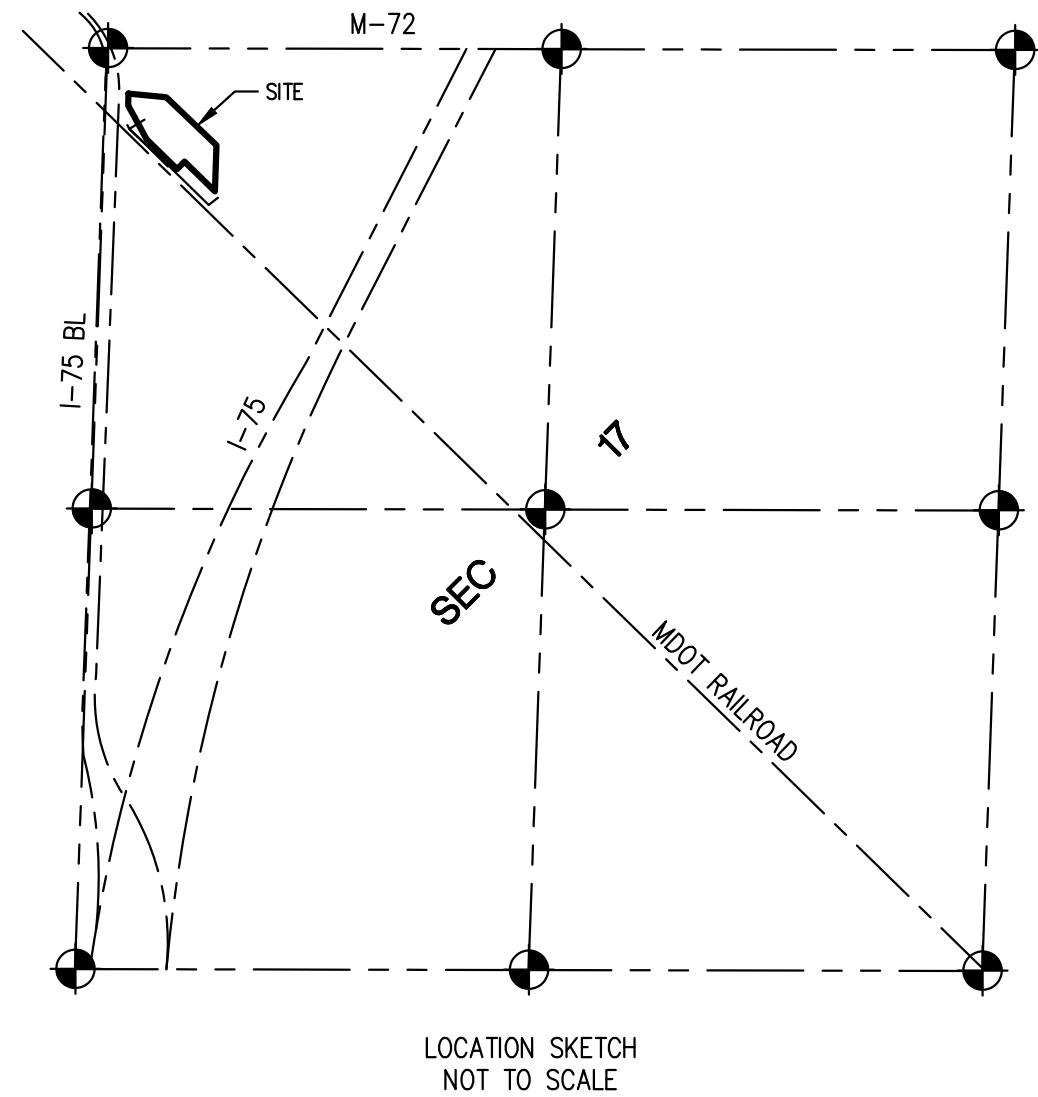
MH #1602 - SANITARY  
RIM ELEVATION = 1137.27  
10" FORCE MAIN N-S INVERT = 1134.17

MH #1607 - STORM CATCH BASIN  
RIM ELEVATION = 1135.45  
12" SLP N INVERT = 1128.80'  
12" SLP E INVERT = 1128.75'

MH #1619 - STORM INLET  
RIM ELEVATION = 1135.89  
12" SLP W INVERT = 1129.34  
12" SLP S INVERT = 1128.89  
12" SLP E INVERT = 1128.89

MH #1817 - STORM CATCH BASIN  
RIM ELEVATION = 1135.40  
12" RCP SE INVERT = 1132.00

MH #1888 - SANITARY  
RIM ELEVATION = 1134.77  
8" PVC E INVERT = 1130.37  
8" PVC NE INVERT = 1130.47



#### NOTES:

VERTICAL DATUM IS - NAVD 88 - CORRS DERIVED  
HORIZONTAL DATUM IS MICHIGAN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 18N 83N INTERNATIONAL FEET.

ZONING - C-3B GENERAL COMMERCIAL - SOUTH TOWN

#### SETBACKS:

FRONT YARD 30FT  
SIDE YARD 10FT  
REAR YARD 35FT

#### LEGAL DESCRIPTION

##### PARCEL 1:

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 26 NORTH, RANGE 3 WEST, CITY OF GRAYLING, CRAWFORD COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 17, TOWN 26 NORTH 3 WEST; THENCE S02°30'40"W ALONG THE WEST SECTION LINE, 256.90 FEET; THENCE S87°29'20"E 130.00 FEET TO THE EASTERLY RIGHT OF WAY OF I-75 BUSINESS LOOP FOR A POINT OF BEGINNING; THENCE S83°55'12"E 218.66 FEET; THENCE S45°52'52"E 399.81 FEET; THENCE S02°30'31"W 266.48 FEET; THENCE N45°11'20"W 245.40 FEET; THENCE S44°48'30"W 60.00 FEET; THENCE N45°11'20"W ALONG THE NORTHEASTERLY RIGHT OF WAY OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION RAILROAD, 244.18 FEET; THENCE N28°17'49"W ALONG THE CLEAR VISION AREA NORTHEASTERLY BOUNDARY 223.96 FEET; THENCE N02°30'40"E ALONG THE EASTERLY RIGHT OF WAY I-75 BUSINESS LOOP, 68.11 FEET TO THE POINT OF BEGINNING.

##### PARCEL 2:

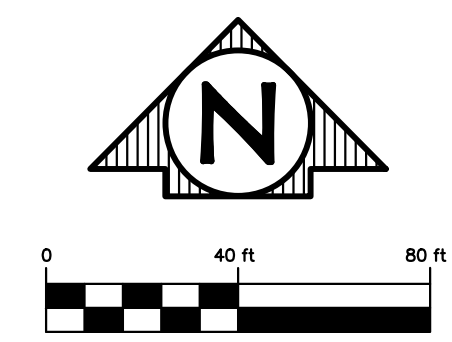
50 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS LYING 25 FEET EITHER SIDE OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 17, TOWN 26 NORTH, RANGE 3 WEST; THENCE S02°30'40"W ALONG THE WEST SECTION LINE, 256.90 FEET; THENCE S87°29'20"E 130.00 FEET TO THE EASTERLY RIGHT OF WAY OF I-75 BUSINESS LOOP FOR A POINT OF BEGINNING; THENCE S83°55'12"E 100.00 FEET FOR A POINT OF ENDING, AS SET FORTH AND DEFINED IN EASEMENT AGREEMENT RECORDED FEBRUARY 10, 1992 AS LIBER 337, PAGE 88, AMENDMENT TO EASEMENT AGREEMENT RECORDED IN LIBER 687, PAGE 729 AND LIBER 687, PAGE 802 OF OFFICIAL RECORDS

PROPERTY ADDRESS: 2059 S I-75 BUSINESS LOOP

PARCEL ID# 070-017-006-080-00

#### LEGEND

○	SET 1/2" X 18" PS# 59056	---	EXISTING RIGHT OF WAY
●	FOUND IRON	---	EXISTING EASEMENT
△	BENCHMARK	---	BOUNDARY LINE
▲	TRAVERSE POINT	---	SECTION LINE
□	A/C UNIT	---	SETBACK LINES
✱	FLOOD LIGHT	---	EXISTING FENCE LINE
■	EXISTING SQUARE CATCH BASIN	---	EDGE OF GRAVEL
▣	EXISTING CATCH BASIN IN CURB LINE	---	UNDERGROUND GAS LINE
○	EXISTING STORM MANHOLE	---	UNDERGROUND WATER LINE
•	EXISTING WATER SHUTOFF (SERVICE VALVE)	---	SANITARY LINE
⊕	EXISTING FIRE HYDRANT	---	STORM SEWER LINE
○	EXISTING SANITARY SEWER MANHOLE		
⊕	SIGN		
+	STREET SIGN		
■	MAIL BOX		
⊕	UTILITY POLE		
⊕	GUY ANCHOR CABLE		
⊕	PIER/COLUMN		
⊕	GATE		
⊕	CABLE TV RISER		



ROWE PROFESSIONAL  
SERVICES COMPANY



403 Huron Street  
Grayling, MI 49738-1987

PREPARED FOR  
GRAYLING AGRICULTURAL  
AND EDUCATIONAL CENTER  
TOPOGRAPHIC SURVEY  
CITY OF GRAYLING, CRAWFORD COUNTY, MI

PLAN DATE: MAY 31, 2017

PROJECT MGR: C. SORENSON

REVIEWER: M. MYERS

SCALE: 1" = 40'

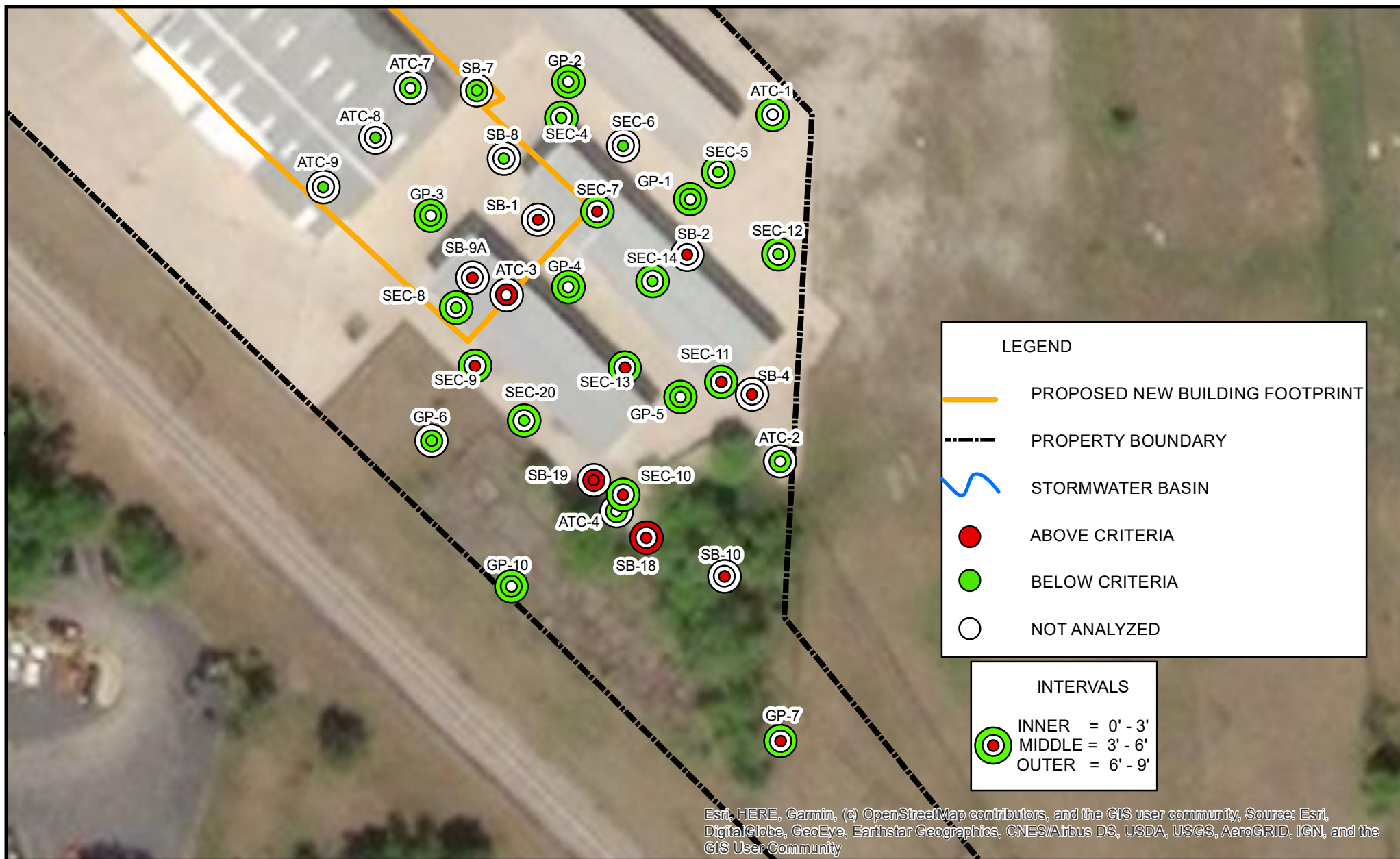
O: (989) 348-4036  
F: (989) 348-5416  
www.rowepsc.com

REV:

SHT# 1 OF 1  
JOB No: 17G0041

PLOTTED: 6/6/2017 5:10 PM  
R: Y:\Projects\17G0041\Grayling\Master\XR-17G0041-MASTER.dwg





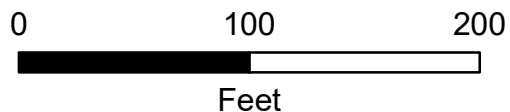
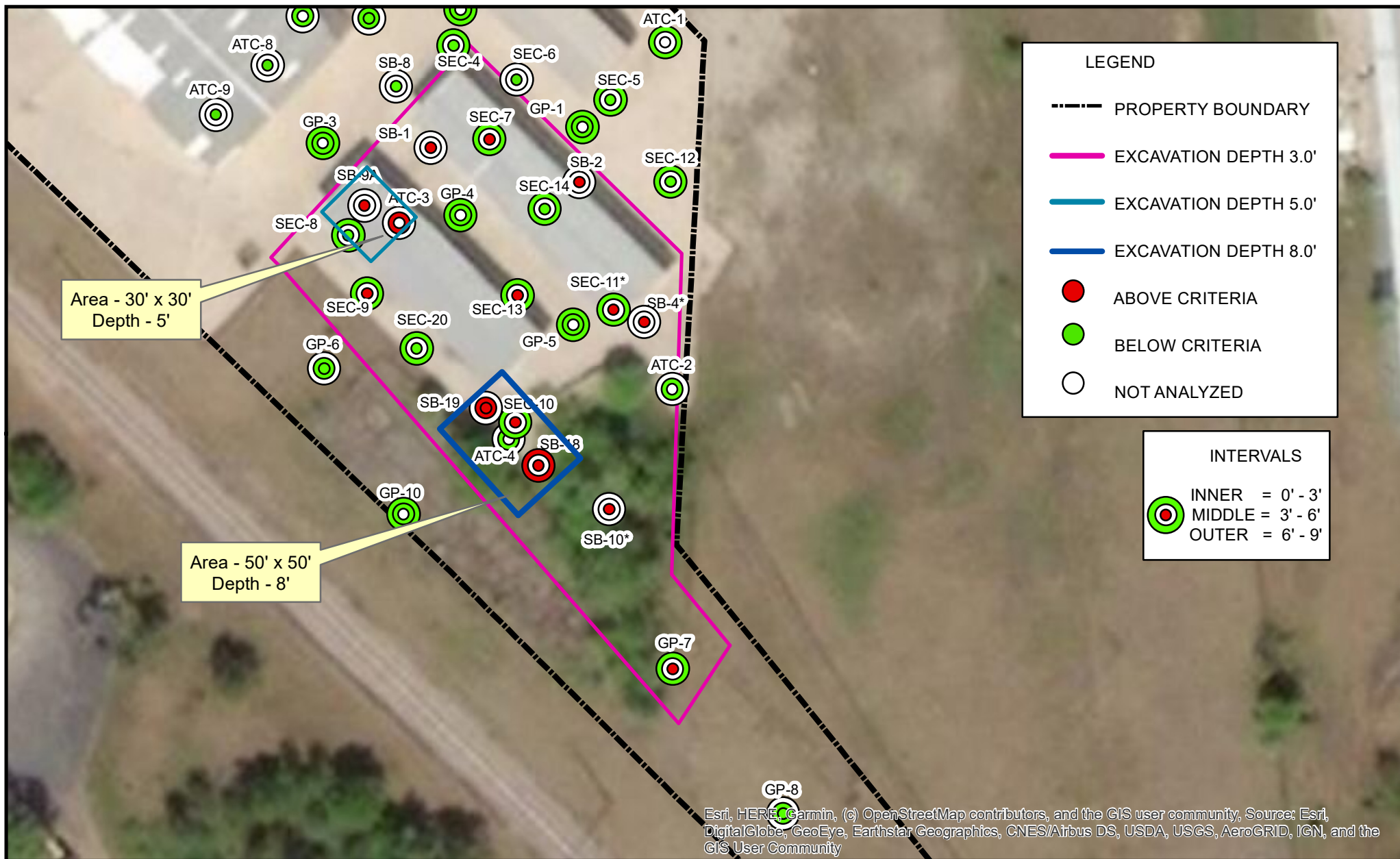


FIGURE 2  
PROPOSED EXCAVATION

NORTHERN MARKET  
BROWNFIELD REDEVELOPMENT  
2059 I-75 BL, GRAYLING, MICHIGAN

## **APPENDIX II**

## **PHOTOGRAPHS**





View of access road facing northwest



View of access road facing southeast.



View of excavation area facing south.



View of existing footers to be removed facing southeast.





View secondary containment to be removed, facing southwest.



View of existing concrete thickness to be removed.



View of existing railroad spur to be removed, facing southeast.



View of existing ramp to be removed, facing northeast.





View of existing foundation to be removed, facing south.



Additional view of existing foundation to be removed, facing southwest.



## **APPENDIX III**

## **GLOSSARY**

## GLOSSARY

**Activity** – An element in the Progress Schedule establishing a requisite step, or the time and resources required, for completing the part of the Work associated with that Activity.

**Addenda** – Written instruments that are used by the Owner and/or Owner's Representative to incorporate interpretations or clarifications, modifications and other information into the Bidding Documents. An Addendum issued after Bid opening to those Bidders who actually submitted a Bid, for the purpose of re-bidding the Work without re-advertising, is referred to as a **post-Bid Addendum**.

**Alternate** – Refers to work specified in the Bidding Documents for which the Bidder must bid a Bid Price.

**Archaeological Feature** – Any prehistoric or historic deposit of archaeological value, as determined by a representative of a State agency that is duly authorized to evaluate such findings and render such judgments. An Archaeological Feature deposit may include, but is not limited to Indian habitations, ceremonial sites, abandoned settlements, treasure trove, artifacts or other objects with intrinsic archaeological value and that relate to the history and culture of the State of Michigan.

**Authorized Technical Data** – Information and data contained in a report of exploration and tests of subsurface conditions. Also, any physical data (dimension, location, conditions, etc.) contained in those Drawings of physical conditions of existing surface and subsurface facilities.

**Best Value** – The bids will be evaluated for best value based on price and qualitative components that may include but are not limited to technical design, technical approach, quality of proposed personnel, and management plans, per PA 430 of 2012.

**Bid** – Written offer by a Bidder for the Work, as specified, which designates the Bidder's Base Bid and Bid Prices for all Alternates. The term *Bid* includes a *re-bid*.

**Bidder** – The Person acting directly, or through an authorized representative, who submits a Bid directly to the Owner.

**Bidding Documents** – The proposed Contract Documents as advertised, and all Addenda issued before execution of the Contract.

**Bid Price** – The Bidder's price for a lump sum or unit rate item of work.

**Bid Security** – Security serving as a guarantee that the Bidder will conform to all conditions.

**Bidding Requirements** – The Advertisement, Instructions to Bidders, Supplementary Instructions, Information for Bidders, Bid Form, Bid Form Attachments and qualification submittals, as advertised and as modified by Addenda, and any other Sections included in the Bidding Documents for the purpose of governing bidding and award of the Contract.

**Bond** – Security furnished by the **Contractor**, as required by the Contract Documents.

**Business Day** – Any Day except Saturdays, Sundays and holidays observed by the **Owner**.

**Bulletin** – A request used by the **Owner** to describe a change in the Work under consideration by the **Owner** and to request the **Contractor** to submit a proposal for the corresponding adjustment in Contract Price and/or Contract Time, if any.

**Calendar Day** – Every day shown on the calendar, Saturdays, Sundays and holidays included.

**Change Order** – A written order issued and signed by the **Owner**, which amends the Contract Documents for changes in the Work or an adjustment in Contract Price and/or Contract Time, or both.

**Contract Award** – The official action of the **Owner** awarding the Contract to the **Contractor**.

**Contract Documents** – Written and graphic documents that form the legal agreement between the **Owner** and the **Contractor**, consisting of this document, completed Bid and Contract forms, terms and conditions of the contract, specifications, drawings, addenda, Notice of Award, Notice-to-Proceed and contract change orders.

**Contract Price** – The total compensation, including authorized adjustments, payable by the **Owner** to the **Contractor**.

**Contract Times** – The Contract Times for the entire Work are the periods allowed, including authorized adjustments, for Substantial Completion and final completion of the Work. The Contract Times for a designated portion of the Work are the periods allowed for Substantial Completion and final completion of any such portion of the Work, as specified in the Contract Documents.

**Contractor** – Business enterprise with which the **Owner** has entered into the Contract.

**Correction Period** – Period during which the **Contractor** must, in accordance with the Contract Documents, (a) correct or, if rejected, remove and replace Defective Work, and (b) maintain warranties for materials and equipment in full force and effect.

**Cost of the Work Involved** – The sum of all costs that would be, or actually were, necessarily incurred by the **Contractor** in providing any Work Involved with the related change, less the costs that would be, or would have been, incurred by the **Contractor** to provide such Work without the related change.

**Defective** – As determined by the Owner’s Representative, an adjective which when referring to or when applied to the term “Work” refers to (a) Work not conforming to the Contract Documents or not meeting the requirements of an inspection, test or approval, or (b) Work itemized in a Punch List which the **Contractor** fails to complete or correct within a reasonable time after issuance of the Punch List by the **Owner’s Representative**.

**Delay** – Any act or omission or other event that in any manner adversely affects or alters the schedule, progress or completion of all or any part of the Work. Delay is a generic term intended to include deferral, stoppage, slow down, interruption and extended performance, and all related hindrance, rescheduling, disruption, interference, inefficiency and productivity and production losses.

**Division** – Each of the numbered, distinct parts (starting with Division 0) into which the Specifications are divided.

**Drawings** – Part of the Contract Documents showing the Work. Drawings must neither serve nor be used as Shop Drawings.

**Environmental Engineer** – see Owner’s Representative Services Contractor

**Emergency** – A condition affecting the safety or protection of persons, or the Work, or property at or adjacent to the site.

**Fee for the Work Involved (Fee)** – An established, percentage mark-up on the Cost of the Work Involved which is allowed to the **Contractor** for (a) reasonable administrative costs, and (b) negotiated, reasonable profit on the Cost of the Work Involved.

**Hazardous/Regulated Material** – Asbestos containing materials (ACMs), Polychlorinated biphenyls (PCBs), petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other like material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by federal, State or local Laws governing the protection of public health, natural resources or the environment.

**Invitation To Bid (ITB)** -The solicitation document presenting the terms and conditions that will become part of the Contract when the Bid is accepted.

**Law(s)** – Means federal, State and local statutes, ordinances, orders, rules and/or regulations.

**MCL** – The Michigan Compiled Laws of the State of Michigan.

**Means and Methods** – Includes means, methods, techniques, sequences, and/or procedures applicable to the Work.

**Notice of Award** – Written notice accepting the Bid to the lowest responsive, responsible Bidder and designating the Contract Price (and establishing the Alternates accepted by the **Owner**).

**Notice-to-Proceed** – Written notice issued by the Owner directing the Contractor to commence the construction activities and establishing the start date of the Contract Time.

**On-Site Inspection** – The **Owner's Representative's** on-site examination of the **Contractor's** completed or in progress Work to determine and verify to the Owner that the quantity and quality of all Work complies with the requirements of the Contract Documents.

**Owner** – The entity with whom the **Contractor** has entered into the Contract and for whom the Work is to be provided.

**Owner's Representative/Field Representative** – A consultant, acting under the direction of the Owner, providing on-site, periodic observation and documentation of the Work for compliance with the Contract Documents.

**Owner's Representative** – The individual or business entity who has the authority to practice the design disciplines required by the Contract Documents and/or providing on-site, periodic observation and documentation of the Work for compliance with the Contract Documents. An Agency with appropriate licensing may replace the Owner's Representative in their role if a consultant is not used.

**Partial Use** – Use by the **Owner** of a designated portion of the Work before accomplishing Substantial Completion of the entire Work. Partial Use does not mean Substantial Completion of the portion of the Work placed in use by the **Owner**.

**Person** – Individuals, partnerships, corporations, receivers, trustees, joint ventures or any other legal entity and any combinations of any of them.

**Political Subdivision** – Any county, city, village or other local unit of the State, including any agency, department or instrumentality of any such county, city, village or other local unit.

**Project** – The total construction, which includes the Work and possibly other work completed by others, as indicated in the Contract Documents.

**Project Schedule** – Work Schedule that shows the **Contractor's** approach to planning, scheduling and execution of the Work and that accurately portrays completed Work as to sequencing and timing, as provided in the Contract Documents.

**Project Specifications** – The Contract Documents organized into Divisions. "Technical Specifications" means Divisions of the Specifications consisting of technical descriptions of materials, equipment, construction systems, standards and workmanship.

**Provisionary Allowance** – An amount included within the Contract Price to reimburse the **Contractor** for the cost to furnish and perform Work that is uncertain because, for example, it is indeterminate in scope and may not be shown or detailed in the Contract Documents.

**Punch List** – A list of minor items to be completed or corrected by the **Contractor**, any one of which do not materially impair the use of the Work for its intended purpose.

**Record Documents**—Drawings, Specifications, Addenda, Change Orders, Change Authorizations, Bulletins, inspection, test and approval reports, photographs, written clarifications and interpretations and all other documents recording, or annotated to show, all revisions and deviations between the as-built installation and the Contract Documents, all approved Submittals and all clarifications and interpretations.

**Records**—Books, reports, documents, electronic data, and other evidence relating to the bidding, award and furnishing and performance of the Work.

**Recycled Material**—Recycled paper products, structural materials made from recycled plastics, re-refined lubricating oils, reclaimed solvents, recycled asphalt and concrete, recycled glass products, re-treaded tires, ferrous metals containing recycled scrap metals and all other materials that contain (a) waste materials generated by a business or consumer, (b) materials that have served their intended purpose, and/or (c) materials that have been separated from solid waste for collection, recycling and disposition in the percentage determined by the State as provided by Law.

**Request for Payment**—The form provided by the **Owner** to be used by the **Contractor** in requesting payment for Work completed, which must enclose all supporting information required by the Contract Documents.

**Schedule of Values**—A schedule of pay items, which subdivides the Work into its various parts and which details, for each itemized part, cost and pricing information required for making payments for Work performed. The sum of all pay item costs in the Schedule of Values must equal the Contract Price for the Work.

**Shop Drawings**—Includes drawings, diagrams, illustrations, standard schedules, performance charts, instructions and other data prepared by or for the **Contractor** to illustrate some part of the Work, or by a Supplier and submitted by the **Contractor** to illustrate items of material or equipment.

**Soil Erosion and Sedimentation Control**—The planning, design and installation of appropriate Best Management Practices designed and engineered specifically to reduce or eliminate the off-site migration of soils via water runoff, wind, vehicle tracking, etc. Soil erosion and sedimentation control in the State of Michigan is regulated under The Natural Resources Environmental Protection Act; Soil Erosion and Sedimentation Control, 1994 PA 451, Part 91, as amended, MCL 324.9101 et seq.

**State Construction Code**—The Michigan State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq.

**Subcontractor**—A Person/Company having an agreement with the Contractor to provide labor at the site and furnishing materials and/or equipment for incorporation into the Work.

**Submittals**—Includes technical Submittals, Progress Schedules and those other documents required for submission by the Contract Documents.

**Substantial Completion**—The Work, or a portion of the Work designated in the Contract Documents as eligible for separate Substantial Completion, has been completed in accordance with the Contract Documents as determined by the Owner's Representative, to the extent that the **Owner** can use or occupy the entire Work, or the designated portion of the Work, for the use intended without any outstanding, concurrent Work at the site, except as may be required to complete or correct Punch List items.

**Supplier**—A manufacturer or fabricator, or a distributor, material man or vendor representing a manufacturer or fabricator, who has an agreement with the Contractor to furnish materials and/or equipment.

**Underground Utilities**—Pipelines, piping, conduit, duct, cables, wells, tanks, tunnels and appurtenances, or other similar facilities, installed underground to convey or support conveyance of potable water, sprinkler or irrigation water, fire protection systems, electricity, gases, steam, petroleum products, sewerage and drainage removal, telephone, communications, cable TV, traffic or control systems.

**Work** (as in "*the Work*," "*the entire Work*")—The entire *completed Construction* required by the Contract Documents. The Work results from furnishing and performing all services, obligations, responsibilities, management, supervision, labor, materials, equipment, construction equipment, general conditions, permits, taxes, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, field supplies, Bonds, insurance, mobilization, close-out, overhead and all connections, devices and incidental items of any kind or nature required and/or made necessary by the Contract Documents.

**Work Involved, any Work Involved**—Existing or prospective Work (a) reflected in any notice, proposal or claim, or (b) reflected in changes ordered or in process, or (c) affected by Delay.