

PROJECT MANUAL

FOR

FRED MEIJER
FLAT RIVER TRAIL
BOARDWALK REPAIR

CITY OF GREENVILLE

MONTCALM COUNTY, MICHIGAN

January 20, 2023

401-751-977.743

PREPARED BY:

CITY OF GREENVILLE
ENGINEERING DEPARTMENT
411 S. LAFAYETTE
GREENVILLE, MICHIGAN 48838
(616) 754-5645

**ADVERTISEMENT FOR BIDS
FRED MEIJER FLAT RIVER TRAIL
BOARDWALK REPAIR**

The City of Greenville will receive sealed bids to repair boardwalk decking in 27 spots identified on the Fred Meijer Flat River Trail. The City of Greenville will provide deck materials. The Contractor will supply shims and deck screws. Bids will be received at the office of the City Clerk, 411 S. Lafayette, Greenville, Michigan until Tuesday, February 14, 2023 at 2:00 p.m. All bids will be opened and publicly read at that time in the City Hall Conference Room.

This Project is funded through the Land and Water Conservation Fund and will require compliance with all related Federal and State requirements.

This Advertisement and Instruction for Bidders have been posted in the following locations:

Greenville City Hall, 411 S. Lafayette, Greenville, Michigan 48838

City of Greenville Website Bid Posting at: <http://greenvillemi.org/bids-rfps/>

Builders Exchange website at: <https://home.grbx.com/>

Construction Association of Michigan website at: <https://buildwithcam.com/>

Construct Connect website at: <https://www.constructconnect.com/>

The Contract Documents may be examined at the following location and obtained upon request.

Greenville City Hall, 411 S. Lafayette, Greenville, Michigan 48838

infocity@greenville.org or 616.754.5645

NORICE T. RASMUSSEN
Clerk-Treasurer

FRED MEIJER FLAT RIVER TRAIL BOARDWALK REPAIR

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INSTRUCTIONS TO BIDDERS

SCOPE OF WORK:

The Fred Meijer Flat River Trail includes approximately 0.68 miles of 10-foot wide boardwalk. Decking on all of this boardwalk is a Timbertech product shown on Exhibit A with revealed width of 6 inches and depth of 1-1/2 inches. There are several areas that include damaged deck boards that need to be replaced. These areas are shown on Exhibit B as locations and pictures.

The original Timbertech product is no longer available and the closest product to match is Timbertech Azek, which has a width of 7-1/4 inches and a depth of 1-inch. These boards are in 20-foot lengths. The City of Greenville has boards in stock to do this work.

The Scope of Work for this Project includes:

1. Remove damaged deck boards.
2. Cut new boards as needed to fit the space.
3. Provide shims so that the resulting surface matches the surrounding deck surface.
4. Provide and install deck screws as recommended by Timbertech, with star or square drive-pattern heads, to permanently secure the boards to the stringers underneath.

Motorized equipment is not allowed on the boardwalk. Depending on the weather and surrounding conditions, sections of the boardwalk could be accessed by certain equipment from the sides. Clearing brush for access is acceptable, but no increase in payment will be made for this item.

When a repair is complete, remove all trimmings and waste from the area so that the area is clean.

QUESTIONS FROM BIDDERS:

All questions from BIDDERS shall be directed in writing to:

Doug Hinken, P.E., City Engineer
City of Greenville
411 S. Lafayette Street
Greenville, MI 48838

Or by email at: dhinken@greenvillemi.org

BIDDER'S INVESTIGATION:

Each BIDDER is responsible for inspecting the site and for reading the CONTRACT DOCUMENTS to become thoroughly familiar with the Scope of the Work. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the nature of the WORK to be supplied.

BIDDER EXPERIENCE AND QUALIFICATIONS

It is the intention of the OWNER to award this contract to the lowest responsive and responsible BIDDER, and reserves the right to reject any and all bids, or postpone the bid due date, for sound, documentable business reasons.

Instructions to Bidders
FRED MEIJER FLAT RIVER TRAIL
BOARDWALK REPAIR
Bid Date: FEBRUARY 14, 2023, 2:00 p.m.
Page 2 of 4

BIDS:

BIDS for this Project will be publicly solicited and will result in a lump sum contract. The BID FORM includes 4 pages including a signed statement of compliance; acknowledgement of ADDENDA and a listing the items of work for the BIDDER to fill in unit prices and total prices. All signatures must be original and in ink. The BID FORM shall be completely and legibly filled in with ink or printed or typed.

BIDS shall be signed personally by the duly authorized representative of the BIDDER, and shall include proof of that authority with the BID FORM. The TOTAL BID shall also be submitted in written form. If there is a discrepancy between the written number and the figures, the written number will take priority.

All BIDS must be submitted on the BID FORM included in these BID DOCUMENTS and received in the Office of the City Clerk at City Hall, 411 S. Lafayette Street, Greenville, Michigan 48838, on or before Tuesday, February 14, 2023 at 2 p.m. A BID will be considered complete as follows: All 4 pages of the fully completed, signed BID, acknowledging any ADDENDA; proof of authority to sign on behalf of the BIDDER, which could include a certified copy of resolutions or power of attorney, or other attestations; and a list of references for similar work.

TAXES, TERMS AND CONDITIONS

The City of Greenville is exempt from Federal Excise, State Sales Tax, and Personal Property Tax.

ELECTRONIC OR ALTERNATE FORMS OF BIDDING NOT ALLOWED:

The Greenville City Charter does not allow electronic, faxed or alternate forms of bidding.

BID ENVELOPE LABELING:

Please mark "BOARDWALK REPAIR" on the outside of the envelope, along with the BIDDERS name and address, and submit to the City Clerk's Office prior to the BID opening. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope.

BIDDER REFERENCES:

The BIDDER shall submit, with the BID, a listing of a minimum of three references for successfully completed, similar Work. Each reference shall include the following:

- | | |
|---|------------------------|
| 1. Brief description of the Work,
including similar BID items. | 4. Owner Address |
| 2. Project Owner | 5. Owner Telephone |
| 3. Owner Contact | 6. Owner Email Address |

BID REVIEW PROCESS:

When the BIDS are publically opened, the TOTAL BID will be read aloud and recorded and will be the basis for determining the lowest responsive and responsible BIDDER. The BIDS and REFERENCES will be reviewed by the City of Greenville and a recommendation for award will be made to the City Council. A Notice of Intent to Award will be issued upon approval.

Instructions to Bidders
FRED MEIJER FLAT RIVER TRAIL
BOARDWALK REPAIR
Bid Date: FEBRUARY 14, 2023, 2:00 p.m.
Page 3 of 4

RIGHTS RESERVED BY THE CITY:

The CITY OF GREENVILLE reserves the right to accept to reject any or all BIDS for sound, documentable business reasons. The competency and responsibility of BIDDERS will be considered in awarding CONTRACTS. The CITY OF GREENVILLE does not obligate himself to accept the lowest or any other bid. The CITY OF GREENVILLE reserves the right to waive any informality or minor defects in any or all bids. The CITY OF GREENVILLE reserves the right to increase or decrease quantities of BID ITEMS without additional compensation.

Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof without forfeiture of the BID BOND. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period; the time may be extended by mutual agreement between the CITY OF GREENVILLE and the BIDDER.

CONTRACTOR EXECUTION OF CONTRACT:

Upon issuance of the NOTICE OF AWARD, the BIDDER shall be referred to as the CONTRACTOR and shall furnish an INSURANCE certificate and execute the CONTRACT within 14 days of the Notice of Award.

INSURANCE:

All policies required shall be written by a company licensed to do business in the State of Michigan. The amount of INSURANCE coverage shall be as follows: All Contractors / Subcontractors must carry Workers Compensation Insurance as required by law. Bodily Injury / Property Damage: \$1,000,000 Each Occurrence; \$2,000,000 Aggregate. The CITY OF GREENVILLE shall be named as an additional insured on all liability policies. The CONTRACTOR shall notify the CITY OF GREENVILLE immediately of any damages on the Project Site, whether or not the CONTRACTOR is liable. The CITY OF GREENVILLE shall receive an INSURANCE certificate prior to 14 days before beginning the Project.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Greenville, 411 S. Lafayette, Greenville, MI 48838.

CONTRACT TIME:

All boardwalk repairs must be complete by or before May 31, 2023.

LIQUIDATED DAMAGES:

Liquidated damages do not apply to this Project.

Instructions to Bidders
FRED MEIJER FLAT RIVER TRAIL
BOARDWALK REPAIR
Bid Date: FEBRUARY 14, 2023, 2:00 p.m.
Page 4 of 4

PERMITS:

No permits are required for this project.

WEEKEND WORK:

All work shall be done during the work week defined as being Monday through Friday between 7 am and 7 pm. No weekend work will be allowed.

TRAIL CLOSURE TO BE COORDINATED:

The Contractor shall notify the City within 5 days of work near the Trail so that sufficient time can be given to the public for closure. The City will be responsible for notification and signing of the closure.

P.A. 517 COMPLIANCE, CERTIFICATION OF NO IRAN LINKED BUSINESS:

The BIDDER will need to certify that it is not an "Iran linked business" by signing the certification on page

13. An "Iran linked business" means either of the following:

- (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
- (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

BID FORM

Proposal of _____ (hereinafter called
“BIDDER”), organized and existing under the laws of the State of _____
doing business as *_____

To the City of Greenville (hereinafter called "OWNER")

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all
WORK for the construction of the FRED MEIJER TRAIL BOARDWALK REPAIR in strict
accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the
prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each
party thereto certifies as to his own organization, that this BID has been arrived at independently,
without consultation, communication, or agreement as to any matter relating to this BID with any
other BIDDER or with any competitor.

BIDDER hereby agrees to execute the CONTRACT within 14 days of the date of the
NOTICE OF AWARD and commence WORK under this CONTRACT on or before 10 days
following the NOTICE TO PROCEED and fully complete the PROJECT by May 31, 2023.

*Insert “a corporation”, “a partnership”, or “an individual” as applicable.

BIDDER acknowledges receipt of the following ADDENDA:

The following addenda have been received, are hereby acknowledged, and their execution is included in the above proposal amount:

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

CERTIFICATION

The BIDDER certifies that he/she has examined all sections of the CONTRACT DOCUMENTS and the location of the Work described herein and is fully informed as to the nature of the Work and the conditions relating thereto.

The BIDDER shall include and shall be deemed to have included, in his/her BID, all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the BID DATE.

The BIDDER acknowledges that the BIDS include costs for compliance with State and Federal Contract Clauses.

All Work described in the CONTRACT DOCUMENTS and required for completion of the Project shall be considered to be incidental unless designated as a pay item on the BID FORM. Pay items shall not be used for any components installed for the convenience/or advantage of the CONTRACTOR regardless of the fact that the type of component is described on the BID FORM.

The undersigned certifies that he or she is duly authorized to sign on behalf of the BIDDER and is including proof of such authority as part of the BID.

BID

ITEM	QTY	UNIT	UNIT PRICE	PRICE
DECK REPAIRS	1	LSUM		

Respectfully submitted.

Date of Proposal: _____

Signature: _____

Witness: _____

Name (Printed): _____

Seal: _____
(If corporation, affix seal)

Title: _____

Address: _____

Phone No: _____

Email Address: _____

P.A. 517 Compliance Statement. By signing this BID, the BIDDER is certifying that it is not an Iran Linked Business as defined on page 10 of these specifications.

Signature: _____

Date: _____

BIDDER REFERENCES

BRIEF DESCRIPTION OF REFERENCE PROJECT 1:

Project Owner _____

Owner Contact _____

Owner Address _____

Owner Telephone _____

Owner Email Address _____

BRIEF DESCRIPTION OF REFERENCE PROJECT 2:

Project Owner _____

Owner Contact _____

Owner Address _____

Owner Telephone _____

Owner Email Address _____

BRIEF DESCRIPTION OF REFERENCE PROJECT 3:

Project Owner _____

Owner Contact _____

Owner Address _____

Owner Telephone _____

Owner Email Address _____

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, by and between the City of Greenville, hereinafter called "OWNER" and _____ doing business as a (business, partnership, corporation) and located at _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of

FRED MEIJER FLAT RIVER TRAIL
BOARDWALK REPAIR

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED, weather permitting and will have the Project complete the same by May 31, 2023 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement For BIDS
- B. Information For BIDDERS

C. BID

D. Agreement

E. NOTICE OF AWARD

F. NOTICE TO PROCEED

G. CHANGE ORDERS

H. BID DOCUMENTS

I. ADDENDA:

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Greenville

BY: _____

Name: George M. Bosanic

Title: City Manager

(SEAL)

ATTEST:

Name: Douglas W. Hinken

Title: City Engineer

CONTRACTOR:

BY: _____

Name: _____

Address: _____

(SEAL)

ATTEST:

Name: _____

Title: _____

ATTACHMENT A GENERAL CONDITIONS

1.0 Assignment of Contract and Other Contracts

- 1.1 The Contractor shall not assign the Contract or any part thereof without the written consent of the City.
- 1.2 The City reserves the right to let other contracts in connection with this Work even if of like character to the Work under this Contract. The Contractor shall coordinate this Work with such other concerns.
- 1.3 If any part of the contractor's work depends for proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute and acceptance of the other contractor's work.

2.0 Materials and Workmanship

- 2.1. All workmanship shall conform to the best current practices of the respective trades, and all equipment, materials, and articles incorporated in the Work under the contract shall be new and of a grade consistent in the opinion of the City with the quality and performance requirements of their respective kinds for the purpose. The Contractor, shall if required, furnish evidence as to kind and quality of materials.
- 2.2 In general, it is the intent of these Conditions to permit the use of equipment of any manufacture so long as they are fully consistent in the opinion of the City with the quality and performance requirements of the job. This is indicated by the use of the words "or approved equal" following a specific trade name or manufacturer.
- 2.3 Material installed on the project shall be carefully inspected by the City. The Contractor shall within twenty-four (24) hours after receiving written notice from the City remove from the grounds or buildings all material, fixtures, or apparatus deemed by the City as failing to conform to the Specifications and/or Plans and/or to the conditions of the Contract.
- 2.4 The City shall have the right to order the Work wholly or partially stopped until the objectionable work, materials, fixtures, or apparatus are removed, or to declare the contract forfeited for non-performance or not being executed according to the intent or meaning of the Specifications and/or Plans.

3.0 Use of the Premises

The Contractor shall confine his equipment apparatus, the storage of materials and operations of his employees to the limits indicated by law, ordinances, permits, or directions of the City, and shall not unnecessarily encumber the premises with his materials or equipment.

4.0 Damages and Save Harmless Clause

To the fullest extent permitted by law the Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless City of Greenville, Michigan its elected and appointed officials, employees and volunteers, and others working in behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working in behalf of the City, by reason of personal injury, including bodily injury or death

and/or property damage, including loss thereof, which arises out of or is in any way connected or associated with this contract.

4.1 The contractor shall be responsible for damage to the project property that may be caused by his work.

4.2 The Contractor assumes all risks of damages or injuries, including death, to property or persons used or employed on or in connection with the Work, and all risks of damages or injuries, including death, to any persons or property wherever located, resulting from any action, omission, or operation under the contract or in connection with the Work, whether such action, omission, or operation is in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part by the contractor, any subcontractor, any material supplier, anyone directly or indirectly employed by any of them, or any other person. Contractor shall indemnify, hold harmless, and defend the City, their employees, agents, servants, and representatives from and against any and all suits, actions, legal or administrative proceedings, demands, loss, expense, damage, liability, and claims of whatever nature (including but not limited to attorney's fees), regardless of the merit thereof, which may be asserted against the City, their employees, agents, servants, and representatives on account of any such damages or injuries described above, including death, whether or not such damages or injuries, including death, are or are alleged to be caused, occasioned, or contributed to in part by the negligence of the City, their employees, agents, servants, or representatives, and whether or not the contractor and the City are alleged to be jointly liable for such damages or injuries, including death, except the contractor shall not be obligated to indemnify the City hereunder for any damages or injuries, including death, caused by or resulting from the City's sole negligence or willful misconduct.

5.0 Cleaning

The Contractor shall at all times keep the project property and the adjoining premises clean of rubbish caused by the Contractor's operations and at the completion of the Work shall remove all rubbish, tools, equipment, temporary work, and surplus materials from and about the project property and shall leave the Work Area clean and ready for use.

6.0 Permits and Inspections

The contractor shall obtain all necessary permits required by laws and regulations, give all required notices, and pay all lawful fees in accordance with requirements for this Work and the locality in which the project is being built. The Contractor shall deliver to the City certificates of inspection where such are required.

7.0 Insurance

Insurance shall be provided in accordance with policy amounts, and coverage described in the Instructions to Bid.

8.0 Safety

The Contractor shall perform all work in accordance with "The General Safety Rules and Regulations for the Construction Industry" as promulgated by the State Construction Safety Commission under the authority of the Safety Act, Act 89 of the Public Acts of 1963, as amended, and the Federal Occupational Safety and Health Acts of 1970, Public Law 91-596, 84 Stat. 1590, as amended, and MiOSHA regulations.

9.0 Non-Discrimination

In connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color or national origin. The aforesaid provision shall include, but not be limited to the following: recruitment or recruitment advertising; employment, upgrading, demotion, or transfer; and layoff and selection for training, including apprenticeship. Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PS 453, as amended, MCL37.2101 et seq., the Persons with disabilities Civil

Rights Act, 1976 PA 220 as amended, MCL37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants regarding discrimination.

10.0 Liens

The Contractor shall deliver the Workfree and clear of liens. A Waiver of Lien shall be submitted with the final invoice.

11.0 Guarantees

In addition to the specific guarantees required by the Specifications for the Work to be performed under this Contract, the contractor shall furnish a written guarantee of all the Work to be performed under this Contract against defects in materials or workmanship for a period of one year from the date of final acceptance of the complete Work by the City. The Contractor shall within a reasonable time after receipt of written notice thereof, make good any defects in materials or workmanship which may develop during said period and any damage of other work caused by said defects or the repairing of same at his own expense and without cost to the City.

12.0 Bonding Requirements

Refer to Instructions to Bidders

13.0 Violations and Failure to Comply

If the Contractor is willfully violating any of the provisions of this Contract, or should the work or any part thereof, be not fully completed within the time granted in the Contract by the City then, in any such case, the City may notify the Contractor, in writing, to discontinue all work, or any part thereof, and the contractor shall discontinue the work as directed. Said notice may be served either personally or by leaving a copy at the usual place of residence or business of said Contractor or by mailing such notice to the address given at the time of the signing of this Contract; if the contractor consists of more than one person, service may be made on any or all of them. The City may thereupon according to law, enter upon and take possession of the work, or any part thereof. The City may re-advertise and re-let the uncompleted portions of said Contract and all expense or financial loss to the Owner arising from completing said Contract, including adjustments to the contract Performance Bond and all additional contract security, and for the cost of additional managerial and administrative services, shall be deducted by the Owner out of monies then due or to become due, the Contractor under this Contract. In case such expense shall exceed the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the contractor or his Sureties shall pay the amount of such excess to the Owner in proportion to amounts the Owner in proportion to amounts the Owner had been obligated to pay the Contractor pursuant to this Contract. Should such expense be less than the amount payable under this Contract had the same been completed by the contractor, he shall receive the difference from the Owner. In such instance, the Owner shall each pay the Contractor in proportion to amounts the Owner had been obligated to pay the Contractor pursuant to this Contract. In cases this Contract or any alterations or modifications thereof be thus terminated, the decision of the Owner shall be conclusive and said Contractor shall not be allowed to claim or received any compensation or damages for not being allowed to proceed with the Work.

14.0 Extension of Time

If the contractor finds it impossible for reasons beyond his control to complete the work within the time specified, or as extended in accordance with the provisions of this paragraph, he may, at any time prior to the expiration of the time, as extended, make a written request to the Owner for an extension of time setting forth the reasons which he believes will justify the granting of his request. The contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner finds that the Contractor's work was delayed because of conditions beyond the control and without the fault of the Contractor, they may extend the time for completion in such amount as conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

15.0 Discrepancies in Drawings

Any discrepancies found between the Drawings and specifications and site conditions or any errors or omissions in the Drawings and Specifications shall be immediately reported to the owner who shall promptly contact the consultant to correct such error or omission in writing. Any work done by the contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

16.0 Equipment Data

The contractor shall furnish three (3) copies of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type. Submission shall be with not less than a cover letter itemizing and identifying the materials and providing them in an organized and neat fashion.

17.0 Construction Staking

The Contractor shall furnish all surveys, lines and grades reasonably necessary for the control of the work, including making careful and accurate measurements and for constructing all work accurately to the lines and grades as shown on the Drawings. The contractor shall have the responsibility to carefully preserve and protect U.S. government corners, property corners, bench marks, monuments, and reference points (hereinafter referred to as "Survey Control Points") and construction stakes. In case of loss or disturbance of said points during the construction period, the contractor shall pay the cost of replacement and shall be responsible for any mistakes that may be caused by such loss or disturbance.

18.0 Sanitary Provisions

The Contractor shall provide and maintain sanitary conveniences for the use of all persons employed in the work. The Contractor shall prohibit the committing of a nuisance with the work or upon lands about the work. Any employee found violating these provisions shall be discharged and not again employed without written consent of the Owner. Any temporary facilities will be removed immediately at the completion of the project.

19.0 Additional Work

Additional work beyond the project scope will require written authorization and agreement by the Owner as to the work scope and price to be paid for the work. Any work completed by the Contractor without written documentation from the Owner may risk non-payment for the work. Any additional work that is required in an emergency to protect life and property shall be performed by the Contractor as required and the Owner notified as soon as possible concerning the work required.

20.0 Requests for Payment

The Contractor may submit monthly Requests for Payment for work done and materials delivered and property stored on the site. Each request shall state the work completed for each item, the percentage of the item complete, previous payments, and remaining contract amounts. When payment is requested for materials stored on the site, the requests shall be accompanied by invoices or other information as requested. The Requests for Payment will include a 10% retainage for all payment requested. This retainage will be held according to current laws by the Owner until full project completion.

With each Request, A Contractor's Declaration declaring that the Contractor has not performed any work, furnished any material, sustained any loss, damage or delay, for any reason, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the owner except as shown on the Declaration and if required shall submit receipts or other vouchers showing his payments for materials and labor, including payments to sub-contractors.

21.0 Existing Utilities

Prior to commencing work, the contractor will contact Miss Dig and have the existing utilities identified. Additional private utilities shall be discussed on site with the Owner prior to commencing work. The contractor shall had dig to locate utilities where ever deemed practical.

End of General Conditions

EXHIBIT A – ORIGINAL DECKING



EXHIBIT B – SPOT REPAIR LOCATIONS AND PHOTO KEY

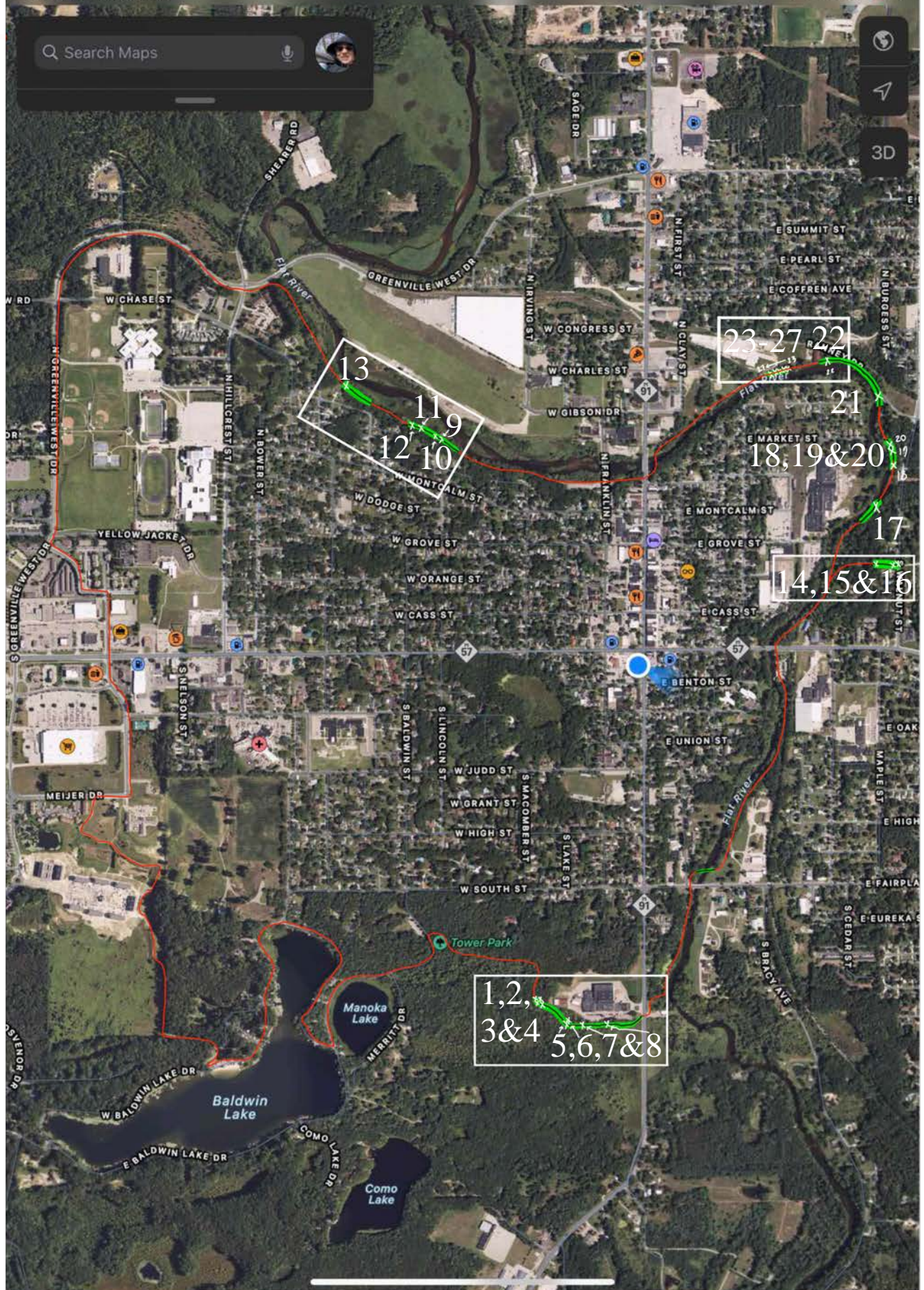
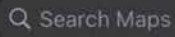


EXHIBIT C - PHOTOS

#1

IMG_8445



#2

IMG_8555



#3

IMG_8557



#4

IMG_8556



#5

IMG_8563



#6

IMG_8562



#7

IMG_8565- No hole pictured, assuming it's under.



#8

IMG_8564



#9

IMG_8568



#10

IMG_8569



#11

IMG_8570



#12

IMG_8571



#13
IMG_8572



#14
IMG_8573



#15
IMG_8574



#16
IMG_8575



#17
IMG_8612



#18
IMG_8609



#19
IMG_8608



#20
IMG_8607



#21
IMG_8591



#22
IMG_8595



#23
IMG_8603



#24
IMG_8599



#25
IMG_8598



#26
IMG_8600



#27
IMG_8601

