

PROJECT MANUAL FOR

**SAGINAW COUNTY
Surface Lot Reconfiguration & Wayfinding Sign Improvements
111 S. Michigan Avenue
Saginaw, MI 48602**

CONSULTANTS

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**DATE: SEPTEMBER, 2026
BIDDING & CONSTRUCTION**

**Walker Project No. 20-002693.01
Spicer Project No. 139601SG2025**

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MDOT Standard Specifications for Construction (see note 1)
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Note:

1. *Not provided. Reference is available online at the following:*

<https://www.michigan.gov/mdot/business/construction/standard-specifications-and-publications>

In general, Pay Item Codes refer to the current edition of said specification (current edition) and all construction work shall be done according to said specifications and in accordance with applicable standards of the governing agencies. Bidder is responsible for familiarizing themselves with the requirements in this reference prior to submitting their bid.

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SECTION 00 11 16 - INVITATION TO BID AND INSTRUCTIONS TO BIDDER

1.1 PROJECT IDENTIFICATION AND DEFINITIONS

- A. Owner will receive sealed Bids for:
 - 1. Saginaw County Surface Lot Reconfiguration & Wayfinding Sign Improvements
- B. Owner:
 - 1. Saginaw County
Address: 111 S. Michigan Ave., Saginaw, MI 48602
- C. Engineer/Architect:
 - 1. WALKER Consultants
Address: 525 Avis Dr., Suite 1, Ann Arbor, MI 48108
 - 2. Spicer Group, Inc.
Address: 230 S. Washington Ave., Saginaw, MI 48607
- D. Project consists of providing all materials, labor, equipment, supervision, and services required to perform repairs in accordance with the Contract Documents as summarized below:
 - 1. Construct a new concrete-surfaced drive lane to connect the Cass Street and Director's surface lots.
 - 2. Replace the Director's surface lot concrete pavement.
 - 3. Preventive maintenance repairs for the asphalt-surfaced pavement in the Director's surface lot. This will include performing localized asphalt patching, crack sealing, and application of a surface sealer.
 - 4. Localized sidewalk and curb replacement.
 - 5. Striping and signage.
 - 6. Vehicle barrier installation.
- E. Refer to the List of Unit Prices included in Section 004310 "Procurement Form Supplements-Restoration" for further requirements.
- F. Owner will receive Bids as follows:

Contractor to submit bid electronically through email to:
Kelly Suppes, ksuppes@saginawcountymi.gov
Evan Krzyske, ekrzyske@walkerconsultants.com
- G. Bids will be due on: Friday, September 25th, 2026, at 5:00 pm EST.

- H. Bids will be opened on: Monday, September 28th, 2026, at 11:00 am EST.

1.2 DOCUMENTS

- A. Contract between Owner and Contractor: Contract Documents listed in Agreement. Also see Section "Agreement Form."
- B. Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner nor Engineer/Architect assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

1.3 QUALIFICATIONS OF BIDDERS

- A. Owner may make such investigation as it deems necessary to determine ability of Bidder to perform Work, and Bidder shall furnish to Owner all such information and data for this purpose as Owner may request. Owner reserves right to reject any Bid if evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out obligations of Contract and to complete Work contemplated therein. Conditional Bids and voluntary alternates will not be accepted.
- B. Each Bidder may be called upon to provide Owner with following information:
1. Comprehensive list of personnel and equipment available for performance of Work to be bid.

1.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Bidders shall carefully examine contract documents and site to obtain first-hand knowledge of existing conditions. No subsequent extras will be allowed due to any claim of lack of knowledge for conditions which can be determined by examining site and contract documents.
- B. Extent of repairs is approximately represented on Drawings. Actual locations and extent of repair may deviate from that represented on Drawings based on field conditions.
- C. Submission of Bid shall constitute warranty that:
1. Bidder and all Subcontractors it intends to use have carefully and thoroughly reviewed Contract Documents and have found them complete and free from ambiguities and sufficient for purposes intended; further that,
 2. Bidder and all workers, employees and Subcontractors it intends to use are skilled and experienced in type of construction represented by Contract Documents bid upon; further that,

3. Neither Bidder nor any of its employees, agents, suppliers or Subcontractors have relied on any verbal representations from Owner, Engineer/Architect, or any of their employees, agents, or consultant, in assembling Bid figure; and further that,
 4. Bid figure is based solely on Contract Documents, including properly issued written addenda, and not upon any other written representation.
 5. Reference is made to Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at site or otherwise affecting cost, progress or performance of Work which have been relied upon by Engineer/Architect in preparing Drawings and Specifications. These reports are not guaranteed as to accuracy or completeness, nor are they part of Contract Documents. Before submitting its Bid, each bidder may, at its own expense, make such additional investigations and tests as it may deem necessary to determine its Bid for performance of Work in accordance with time, price and other terms and conditions of Contract Documents.
- D. Bidder shall identify, prior to bid, all errors and/or discrepancies in Contract Documents that would be apparent to reasonably diligent Bidder. In no case shall Bidder, if selected as Contractor, be permitted any extra amount of time or money to complete project, or expenses incurred as result of such errors or discrepancies.

1.5 RESOLUTION OF DISCREPANCIES AND AMBIGUITIES

- A. All questions about meaning or intent of Contract Documents shall be submitted to Engineer/Architect in writing. Address written inquiries to: ekrzske@walkerconsultants.com and copy ksuppes@saginawcountymi.gov.

Replies will be issued by Addenda posted on the County website. Each change or addendum issued in relation to the referenced bid/Project will be on file in the Administrator's Office. Questions received less than 5 days prior to date for opening of Bids will not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- B. Any Addendum issued during prebid period shall be included in Bid, shall become part of Contract Documents, and shall be acknowledged on Bid Form.

1.6 SUBSTITUTED MATERIAL AND EQUIPMENT

- A. Contract, if awarded, will be on basis of material and equipment described in Drawings or specified in Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in Drawings or specified in the Specifications that substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer/Architect, application for such acceptance will not be considered by Engineer/Architect until after "effective date of Agreement."

- B. In advance of notice of Award, apparent successful Bidder, and any other Bidder so requested, will within seven days after day of Bid Opening submit to Owner list of substitutions proposed for products or materials specified for Project. After Award of Contract, procedure for submittal of any such application by Contractor and consideration by Engineer/Architect is set forth in Division 01 Sections, "Product Requirements" and "Product Substitution Procedures."

1.7 BASIS FOR BIDS

- A. Bids are based on lump sum contract at unit prices. Work Item quantities are based on Engineer/Architect's estimates.

1.8 PREPARATION OF BIDS

- A. Bid Form is bound herewith. Bid Forms must be completed in ink or by computer.
- B. Bids must be made in form given in this Project Manual. No oral, telephonic or telegraphic Bids will be considered. Bids shall be signed by Bidder giving full name and business address. State whether Bidder is individual, partnership or corporation.
- C. Each Bidder shall fill in all blanks on Bid Forms and quote on all alternates required. State all quotations in words and figures. In case of discrepancy between amount stated in words and amount stated in figures, amount stated in words shall govern. Entire Bid shall be without interlineation, alteration or erasure.
- D. Bids by corporations shall be executed in corporate name by president, vice-president or other corporate officer (accompanied by evidence of authority to sign) and corporate seal shall be affixed and attested by secretary or assistant secretary. Corporate address and state of incorporation shall be shown below signature.
- E. Bids by partnerships shall be executed in partnership name and signed by partner. Partner's title must appear under partner's signature and official address of partnership must be shown below signature.
- F. Bids not signed by individuals making them shall have attached thereto power of attorney evidencing authority to sign Bid in name of person for whom it is signed.
- G. All names must be typed or printed legibly below signature.

1.9 BID SECURITY

- A. Each Bid shall be accompanied by certified check or Bid Bond in amount of 5% of base Bid, made payable to Owner. Bid Bond must be issued by surety licensed to conduct business in state where Project is located. Bid Security shall insure execution of Agreement and furnishing of Performance and Payment Bonds by successful bidder.
- B. In event successful Bidder fails or refuses to execute Agreement and furnish required Bonds within 15 days after receiving Notice of Award, Bid Security of that Bidder may be retained by Owner as liquidated damages, but not as penalty.
- C. Bid Security will be returned to all Bidders except 3 lowest Bidders within 7 days after Bid opening. Bid Security of 3 lowest Bidders will be returned within 7 days after Owner and accepted Bidder have executed Agreement and Performance and Payment Bonds have been approved by Owner. If required Agreement has not been executed within 60 days after Bid opening, Bid Security of any Bidder will be returned upon its request, provided it has not been notified of acceptance of its Bid prior to date of such request.
- D. Therefore, Owner reserves right to hold Bids of 3 lowest Bidders for period of 60 days, during which time above designated Bidders may not withdraw their Bids and Bid securities.

1.10 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND AND INSURANCE

- A. Owner reserves the right to require the Bidder to whom award is made to furnish Performance and Labor and Material Payment Bonds in accordance with General Conditions. Bidder shall deliver said Bonds to Owner within 10 days after Notice of Award.
- B. Bidder shall include premiums for Bonds in its Bid. See Section "Bonds and Certificates" for bond form information. Bonds shall be dated same date as Agreement.
- C. Bidder to whom award is made shall be required to furnish Owner with insurance coverages as set forth in the General and Supplementary Conditions. Bidder shall include all premiums for insurance in its Bid.

1.11 SUBCONTRACTOR LISTING

- A. If Supplementary Conditions require identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of Notice of Award, apparent successful Bidder, and any other Bidder so requested, shall within seven days after day of Bid opening submit to Owner list of all Subcontractors and other persons and organizations (including those who are to furnish principal items of material and equipment) proposed for those portions of Work as to which such identification is so required. Such list shall be accompanied by experience statement with pertinent

information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner.

- B. If Owner or Engineer/Architect after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may request apparent Successful Bidder to submit acceptable substitute before giving Notice of Award. If apparent successful Bidder declines to make any such substitution, contract shall not be awarded to such Bidder, but Bidder's declining to make any such substitution will not constitute grounds for sacrificing its Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer/Architect does not make written objection prior to the giving of Notice of Award will be deemed acceptable to Owner and Engineer/Architect.
- C. In contracts where Contract Price is on basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to Notice of Award, shall identify in writing to Owner those portions of Work that such Bidder proposes to subcontract and after Notice of Award may only subcontract other portions of Work with Owner's written consent.
- D. No Contractor shall be required to employ any Subcontractor, other person or organization against whom it has reasonable objection.
- E. The Contractor shall comply with all applicable federal, state, and local prevailing wage laws and regulations governing the Project. The Contractor and all subcontractors shall pay laborers and mechanics employed on the Project wages and benefits not less than those established under the applicable prevailing wage determinations for the locality in which the Work is performed. The Contractor shall maintain and submit certified payroll records as required by the governing authority and shall ensure that all subcontractors adhere to the same requirements. Failure to comply with prevailing wage provisions may result in withholding of payments, contract termination, or other remedies permitted by law.

The Contractor shall cooperate fully with Owner requests for additional EDGE information and documentation.

1.12 IDENTIFICATION AND SUBMISSION OF BIDS

- A. Bids shall be submitted at time and place indicated in Invitation to Bid and shall be marked with Project title, and name and address of Bidder, and accompanied by Bid Security and other required documents.

1.13 MODIFICATION OR WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written request dispatched by Bidder in time for delivery, in normal course of business, prior to time fixed for opening of Bids.

1.14 GOVERNING LAWS AND REGULATIONS

- A. No Contractor shall discriminate against any employee or applicant for employment, to be employed in performance of contract, with respect to their hire, tenure, terms, conditions or privileges of employment, because of their race, color, religion, gender, national origin or age pursuant to requirements of all applicable federal and state statutes.
- B. Each Bidder shall make affidavit that its Bid is genuine and not sham or collusive or made in interests or on behalf of any person not therein named and that Bidder has not directly or indirectly induced or solicited any Bidder to put in sham Bid or any other person or corporation to refrain from Bidding, and that Bidder has not in any manner sought by collusion to secure itself an advantage over other Bidders.

1.15 CONTRACT TIME

- A. Number of days for completion of Work (Contract Time) is set forth in Section "Supplementary Conditions," and will be included in executed Agreement.
- B. Time is of essence in performance of Work under this Contract. Available time for Work under this Contract is indicated in Bid Form and will be include in executed Agreement. If these time requirements cannot be met, Bidder is requested to stipulate in Bid schedule for performance of Work. Consideration will be given to time in evaluating Bids.

1.16 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, are set forth in Section "Supplementary Conditions."

1.17 PRE-BID CONFERENCE

- A. A **mandatory, virtual** pre-bid conference will be held Monday, September 21st, 2026 at 2:00 pm. Refer to the County website for the posted hyperlink to join this conference.
- B. Owner and Engineer will not be performing a walkdown of any work site (or any portion thereof) as part of the pre-bid conference. Each site is open to the public. Bidders are encouraged to visit each site to aid in preparing their bids during posted business hours for the County Courthouse (Monday through Friday, 8:00 a.m. – 4:30 p.m.).

1.18 DISQUALIFICATION OF BIDDERS

- A. Prior to opening of Bids Owner reserves right to conduct investigations into qualifications and experience of any or all persons or organizations wishing to submit Bid for Project.

- B. Based upon findings of such investigations, Owner reserves right to deny any or all persons or organizations opportunity to submit Bid for Project.
- C. In evaluating Bids after Bids are opened and prior to Award of Contract, Owner shall consider qualifications of Bidders, whether or not Bids comply with prescribed requirements, and alternates and unit prices if requested in Bid Forms.
- D. Owner may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of Work as to which identity of Subcontractors and other persons and organizations must be submitted as provided in Section "Supplementary Conditions." Operating costs, and maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- E. Owner may conduct such investigations as it deems necessary to assist in evaluation of any Bid and to establish responsibility, qualifications and financial ability of Bidders, proposed Subcontractors and other persons and organizations to do Work in accordance with Contract Documents to Owner's satisfaction within prescribed time.
- F. Owner reserves right to reject Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- G. Owner reserves right to disqualify Bids before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon part of Bidder.

1.19 BIDS TO REMAIN OPEN

- A. All Bids shall remain open for 60 days after Bid opening, but Owner will release all except 3 lowest Bids within 7 days after Bid opening.

1.20 AWARD OF CONTRACT

- A. Owner reserves right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with Successful Bidder, and right to disregard all nonconforming, nonresponsive or conditional Bids and to make award in any manner deemed in best interest of Owner. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between indicated sum of any column of figures and correct sum thereof will be resolved in favor of correct sum.
- B. In evaluating Bids, Owner shall consider qualifications of Bidders, whether or not Bids comply with prescribed requirements, and alternates and unit prices if requested in Bid Forms.
- C. Owner may accept any alternates listed in the Bid Form in any order or combination.

- D. If contract is to be awarded it will be awarded to Bidder whose evaluation by Owner indicates to Owner that award will be in best interests of Project.
- E. If contract is to be awarded, Owner will give Successful Bidder Notice of Award within 60 days after day of Bid opening.

1.21 EXECUTION OF CONTRACT

- A. When Owner gives Notice of Award to Successful Bidder, it will be accompanied by at least 3 unsigned counterparts of Agreement. Within 15 days thereafter Contractor shall sign and deliver at least 3 counterparts of Agreement to Owner with all other Contract Documents attached. Within 10 days thereafter Owner will deliver all fully signed counterparts to Contractor. Engineer/Architect will identify those portions of Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

1.22 CONTRACT PRICE

- A. Proposals are solicited on basis of unit prices and/or lump sum prices which are to be clearly set forth in Bid Form. Final Contract price on accepted Proposal will be determined by multiplying number, or fraction thereof, units of Work actually performed, or labor, material or appliances actually supplied, by price designated for such item in Proposal. Total Bid figure on Proposal Form is merely for purposes of estimating and comparing costs and under no circumstances on unit price contracts does it constitute or imply total Contract price.

1.23 IRAN LINKED BUSINESS

- A. In accordance with Michigan Public Act 517 of 2012, the Iran Economic Sanctions Act, MCL 129.311, et seq., effective date 4/1/13, all vendors must certify that they are not an "Iran Linked Business" to submit a proposal. The Act prohibits individuals who have economic relations with Iran from submitting proposal on RFPs with the State or any other public entity. The Act also includes penalty provisions for submittal of false certifications.

END OF SECTION 00 11 16

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SECTION 00 41 00 - BID FORMS

PART 1 - TERMS OF BID

1.1 INSTRUCTIONS

Submit Bids on this Bid Form in accordance with Instructions to Bidders.

1.2 BID FORM

PROJECT IDENTIFICATION: Saginaw County Surface Lot Reconfiguration &
Wayfinding Sign Improvements

CONTRACT IDENTIFICATION AND NUMBER: N/A

THIS BID IS SUBMITTED TO:

- A. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in form included in Contract Documents to complete all Work as specified or indicated in Contract Documents for Contract Price and within Contract Time indicated in this Bid and in accordance with Contract Documents.
- B. BIDDER accepts all of terms and conditions of Instructions to Bidders, including without limitation those dealing with disposition of Bid Security. BIDDER will sign Agreement and submit Contract Security and other documents required by Contract Documents within 15 days after date of OWNER's Notice of Award. This Bid will remain open for 60 days after day of Bid opening.
- C. In submitting this Bid, BIDDER represents, as more fully set forth in Agreement, that:
- BIDDER has examined copies of all Contract Documents and of following addenda:

Date	Number
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of Advertisement or Invitation to Bid or Instructions to Bidders.
 - BIDDER has examined site and locality where Work is to be performed, legal requirements (federal, state and local laws, ordinances, rules and regulations)

- and conditions affecting cost, progress or performance of Work and has made such independent investigations as BIDDER deems necessary.
3. This Bid is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly induced or solicited any other Bidder to submit false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and
 4. BIDDER agrees that Work Item quantities are estimates and that OWNER may increase or decrease these quantities at unit prices stated, so long as increases or decreases in Base Bid do not exceed 25% of Base Bid price. Increases or decreases beyond these limits shall be in accordance with Supplementary Conditions, Division 00.
 5. BIDDER agrees that all alterations or additions to Work shall be performed in accordance with paragraph "Changes" and/or "Construction Change Directives" under Section "Supplementary Conditions."
 6. OWNER reserves right to delete any Section of Work.
- D. BIDDER agrees that Work shall be completed within the 2026 timeframes as follows:
- Substantially Completion for all asphalt and concrete work: November 16th, 2026
Substantially Completion for all other work: May 28th, 2027
Final Completion: 14 days following substantial completion
- The listed substantial completion and final completion dates are those preferred by the Owner. If Bidder cannot complete the work by the presented dates listed above, please indicate the proposed substantial and final completion dates that Bidder can accommodate on the following lines. Consideration will be given to time in evaluating bids.
- Bidder Proposed Substantial Completion: _____
Bidder Proposed Final Completion: _____
- Submit proposed schedule with bid.
- E. BIDDER accepts provisions of Agreement as to liquidated damages in event of failure to complete Work on time.
 - F. BIDDER shall submit a schedule for proposed start and completion dates (completion dates must be no later than those listed in paragraph D above) and include as an attachment to their bid.

- G. BIDDER will complete Work for following price(s) based on unit prices stated in Division 00 Section 004310:

Lump Sum Unit Price _____ Dollars
(use words)

\$ _____
(figures)

- H. BIDDER will complete Work for the prices shown in Section 004310.

- I. Communications concerning this Bid shall be addressed to: (BIDDER to provide bidder's name, address, telephone number and name of individual familiar with this Bid and able and authorized to answer questions regarding this Bid.)

- J. Terms used in this Bid which are defined in General Conditions of Construction Contract included as part of Contract Documents have meanings assigned to them in General Conditions.

SUBMITTED ON _____ , 20 ____

PART 2 - MATERIAL AND EQUIPMENT ALTERNATES

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

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

<u>WORK ITEM</u>	<u>DESCRIPTION OF ALTERNATE ITEM(S)</u>	<u>ADD/DEDUCT AMOUNT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PART 3 - ATTACHMENTS

Following documents are attached to (or enclosed with) and made condition of this Bid, unless noted otherwise:

- A. Required Bid Security in form of:
- B. Substitution listing per the requirements of the Instructions to Bidders within 7 days after the day of the Bid opening.
- C. List of alternates/alternatives.
- D. List of Unit Prices.
- E. Non-Collusion Affidavit.
- F. A list of Subcontractors and other persons and organizations required to be identified, if so requested, per the requirements of the Instructions to Bidders within 7 days after the day of the Bid opening.

PART 4 - SIGNATURES

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____ (General Partner)

_____ (General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.

END OF SECTION 00 41 00

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SECTION 00 43 10 – PROCUREMENT FORM SUPPLEMENTS-RESTORATION

1.1 LIST OF UNIT PRICES

- A. Contractor shall not exceed stated Bid quantities without prior written approval from Owner/Engineer. The Owner reserves the right to delete one or more line items contained within the Work Item Schedules, and/or to increase or decrease stated quantities, to best meet the Owner's requirements.
- B. State Unit Prices in the attached "List of Unit Prices" excel document. Submit with your bid one (1) copy of the List of Unit Prices in portable document format (.pdf) and one (1) copy in excel workbook (.xlsx) format.

1.2 NON-COLLUSION AFFIDAVIT

- A. Bidder, by its officers and its agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any officer of ParkUToledo whereby such affiant or affiants or either of them has paid or is to pay such other Bidder or officer any sum of money, or has given or is to give to such other Bidder or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached Bids that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Bid.

Submitted By:

Type or print firm name: _____

Authorized Signature: _____

Date: _____

1.3 LIST OF SUBCONTRACTORS

	COMPANY ADDRESS	CONTACT PERSON NAME PHONE NUMBER E-MAIL
Excavation & Backfill	_____	_____
	_____	_____
	_____	_____
Asphalt Demolition	_____	_____
	_____	_____
	_____	_____
Asphalt Paving	_____	_____
	_____	_____
	_____	_____
Asphalt Supplier	_____	_____
	_____	_____
	_____	_____
Concrete Placement	_____	_____
	_____	_____
	_____	_____
Ready-Mixed Concrete Supplier	_____	_____
	_____	_____
	_____	_____
Storm Piping	_____	_____
	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
	_____	_____
	_____	_____
Sign Fabricator	_____	_____
	_____	_____

Pavement Markings

END OF SECTION 00 43 10

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CONTRACT REQUIREMENTS

SECTION 00 52 00 - AGREEMENT FORM

PART 1 - GENERAL

- 1.1** Written Agreement will be executed on AIA Document A101 -2017, "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, WHERE THE BASIS OF PAYMENT IS A STIPULATED SUM."
- 1.2** Contractor may purchase copies of Agreement Form from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006.
- 1.3** Liquidated damages will be included in Article 4 of Agreement.
- 1.4** Retainage for progress payments will be in accordance with Supplementary Conditions, SC-9.3.

END OF SECTION 00 52 00

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SECTION 00 61 13 – PERFORMANCE AND PAYMENT BOND

PART 1 - GENERAL

- 1.1** Performance Bond and payment Bonds shall be executed on AIA Document A312-2010, "PERFORMANCE BOND AND PAYMENT BOND," in accordance with General Conditions.
- 1.2** Contractor may purchase copies of Agreement from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.

END OF SECTION 00 61 13

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CONDITIONS OF THE CONTRACT

SECTION 00 72 00 - GENERAL CONDITIONS

PART 1 - GENERAL

- 1.1** AIA Document A201-2017, "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION," Articles 1 through 15 inclusive, is hereby made part of Contract Documents.
- 1.2** Contractor may purchase copies of Agreement Form from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006.
- 1.3** Supplementary Conditions Section shall amend or supplement General Conditions. All provisions of General Conditions not amended or supplemented by Supplementary Conditions remain in full force and effect.

END OF SECTION 00 72 00

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SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

- 1.1** The following supplements modify AIA Document A201–2017, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.2 SC-1.1 BASIC DEFINITIONS

- A. Add the following to 1.1.1. - THE CONTRACT DOCUMENTS
- B. Add the following to 1.1.4 - THE PROJECT

The Term Project as used herein shall mean:

Saginaw County Surface Lot Reconfiguration & Wayfinding Sign Improvements

- C. Add the following to 1.1.7 – INSTRUMENTS OF SERVICE

The Term Project Manual as used herein shall mean: A volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

- D. Add the following subparagraphs 1.1.9 and 1.1.10 to 1.1

1.1.9 ENGINEER

Terms Engineer and Architect as used herein shall be synonymous. Term Engineer as used herein shall mean:

Walker Consultants
525 Avis Drive, Suite 1
Ann Arbor, MI 48108

1.1.10 UNIT PRICE WORK

Unit Price Work is Work to be paid for on basis of unit prices.

1.3 SC-1.2. CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add following subparagraph 1.2.5 to 1.2:

1.2.5 - Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean latest standard specification, manual, code, laws, or regulations in effect at time of opening of Bids (or, on Effective Date of Agreement if no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in Contract Documents) shall be effective to change duties and responsibilities of Owner, Contractor, or Architect, or any of their consultants, agents, or employees from those set forth in Contract Documents, nor shall be effective to assign to Architect, or any of Architect's consultants, agents, or employees, any duty or authority to supervise or direct furnishing or performance of Work, or any duty or authority to undertake responsibility contrary to General Conditions.

1.4 SC-2.1 GENERAL

Add following to 2.1.1:
Term Owner as used herein shall mean:

Saginaw County
111 S. Michigan Ave.
Saginaw, MI 48602

1.5 SC-2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete subparagraph 2.3.6 and substitute following:

2.3.6 - The Owner shall furnish the Contractor 1 electronic copy of the Contract Documents. The Contractor may purchase additional copies at cost of reproduction, postage and handling.

1.6 SC-3.4 LABOR AND MATERIALS

Add following to 3.4.1:

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of applicable supplier except as otherwise provided in Contract Documents; but no provisions of any such instructions will be effective to assign to Architect, or any of Architect's consultants, agents, or employees any duty or authority to undertake responsibility contrary to General Conditions.

Add following subparagraphs 3.4.4, 3.4.5, and 3.4.6 to 3.4:

3.4.4 - After Contract has been executed, Owner and Architect will consider formal request for substitution of products in place of those specified only under conditions set forth in General Requirements (Division 1 of Specifications).

3.4.5 - By making requests for substitutions based on subparagraph 3.4.4 above, Contractor:

1. Represents that Contractor has personally investigated proposed substitute product and determined that it is equal or superior in all respects to that specified.
2. Represents that Contractor will provide same warranty for substitution that Contractor would for that specified.
3. Certifies that cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to substitution which subsequently become apparent, and
4. Will coordinate installation of accepted substitute, making such changes as may be required for Work to be complete in all respects.

3.4.6 - Architect's decision of approval or disapproval of proposed substitution shall be final.

1.7 SC-3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

Add following to 3.7.2:

Except where otherwise expressly required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities, neither Owner nor Architect shall be responsible for monitoring Contractor's compliance with any applicable law, ordinance, rule, regulation and lawful order of public authorities.

1.8 SC-3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

Add following to 3.10.2:

If required by Architect, schedule of submittals shall be adjusted to provide workable arrangement for processing submittals.

1.9 SC-3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following sentence to subparagraph 3.12.5:

Submittals made by Contractor which are not required by Contract Documents will be returned immediately with notation "Submittal Not Required No Review Performed".

Add following subparagraphs 3.12.11 through 3.12.17 to 3.12:

3.12.11 - Submission to Architect of Shop Drawings and samples approved by Contractor and review of said Shop Drawings and samples by Architect shall not constitute submission in writing or approval in writing of any deviation from requirements

of Contract Documents unless the Contractor has specifically informed the Architect in writing of such deviation at the time of the submittal and the Contractor has received written approval or authorization in accordance with 3.12.8.

3.12.12 - Changes to Drawings and Specifications by means of Shop Drawings become responsibility of party initiating such changes.

3.12.13 - Submission to Architect of Shop Drawings and samples approved by Contractor and review of said Shop Drawings and samples by Architect shall not imply that any requirements of Contract Documents have been waived or superseded.

3.12.14 - No delay or omission to exercise any right or remedy accruing to Architect upon any breach or event of default of Contractor shall impair any such right or remedy to be construed to be waiver of any such breach or default; nor shall any waiver of any single breach or default be deemed waiver of any other, prior, or subsequent breach or default. Any waiver, permit, consent, or approval on part of Architect of any breach or default, or of any provision or condition hereof, must be in writing and shall be effective only to extent that such writing specifically sets forth.

3.12.15 - Architect's stamp on Shop Drawing shall not imply approval of quantities, dimensions, fabrication processes and techniques of construction, all of which shall remain responsibility of Contractor.

3.12.16 - Architect's stamp on Shop Drawing shall not relieve Contractor from responsibility for errors or omissions in Shop Drawing and shall not imply that Contractor may proceed in error.

3.12.17 - Shop Drawings and samples shall be submitted in accordance with procedures of Division 01, Section 'Submittal Procedures'.

1.10 SC-3.18 INDEMNIFICATION

Add following subparagraph 3.18.3 to 3.18:

3.18.3 - Contractor shall agree that total aggregate liability for consequential and incidental damages (but not direct damages) suffered with respect to professional negligence associated or connected with Drawings and Specifications from which Contractor prepared Contract Bid Price and for which Owner, Architect, and their agents or consultants may be liable, shall be limited to amount not to exceed \$100,000. Contractor shall further agree that with respect to each subcontractor, Contractor will obtain as condition precedent to subcontractor's performance, agreement that foregoing limitation of liability for consequential and incidental damages (but not direct damages) shall not in aggregate exceed \$100,000 for all Contractor's subcontractors. It is understood and agreed between parties hereto that this provision shall be confined in application to only those matters affecting Contract Bid Price and shall not affect any

party's liability for personal injury or property damage arising or resulting from sole negligence of any party, its agents or employees.

1.11 SC-4.1 ARCHITECT

Delete first sentence of subparagraph 4.1.1 and replace with following:

Architect is person or entity identified as such in Agreement and is referred to throughout Contract Documents as if singular in number.

1.12 SC-4.2 ADMINISTRATION OF THE CONTRACT

Add following subparagraph 4.2.15 through 4.2.20 to 4.2:

4.2.15 – Architect's terminology on Shop Drawing review stamp of "APPROVED" or "NO EXCEPTIONS TAKEN" shall mean that Architect has reviewed and approved Shop Drawing so stamped only for conformance with design concept of Project as given in Contract Documents.

4.2.16 – Architect's terminology on Shop Drawing review stamp of "APPROVED AS NOTED" or "MAKE CORRECTIONS NOTED" shall mean that Architect has reviewed and approved Shop Drawing so stamped, subject to corrections made on Shop Drawing, only for conformance with design concept of Project as given in Contract Documents.

4.2.17 – Architect's terminology on Shop Drawing review stamp of "REJECTED" or "REJECTED – SEE REMARKS" shall mean that Architect has not approved the Shop Drawing so stamped, subject to corrections made on Shop drawing and resubmittal is required.

4.2.18 – Architect's terminology on Shop Drawing review stamp of "REVISE AND RESUBMIT" or "AMEND AND RESUBMIT" shall mean that Architect has reviewed and not approved Shop Drawing, only for conformance with design concept of Project as given in Contract Documents and resubmittal is required.

4.2.19 – Architect's terminology in Shop Drawing review stamp of "SUBMITTAL NOT REQUIRED AND NOT REVIEWED" shall mean that submittal is not required by specification or resubmittal was not required and Architect has not reviewed the shop drawings.

4.2.20 - Unit Prices: Architect will review and approve actual quantities and determine classification of Unit Price Work performed by Contractor. Architect will review Contractor's preliminary determinations on such matters before rendering written decision thereon (by recommendation of Application for Payment or otherwise). Architect's written decisions thereon will be final and binding upon Owner and Contractor, unless, within ten days after date of any such decision, either Owner or

Contractor delivers to other party to Agreement and to Architect written notice of intention to appeal from such decision.

1.13 SC-5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Add following to 5.2.1:

In accordance with Supplementary Instructions to Bidders, submit names of following subcontractors, suppliers, persons and organizations for approval by Owner and Architect before award of Contract:

TRADE	COMPANY	LOCATION
Excavation & Backfill		
Asphalt Demolition		
Asphalt Paving		
Asphalt Supplier		
Concrete Placement		
Ready-Mixed Concrete Supplier		
Storm Piping		
Landscaping		
Sign Fabricator		
Pavement Markings		

1.14 SC-7.3 CONSTRUCTION CHANGE DIRECTIVES

In first sentence of subparagraph 7.3.4, delete words "including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount."

Delete Clauses 7.3.4.1 through 7.3.4.5 and replace with following:

1. Cost of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance, plus 20% of sum thereof;
2. Cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed, plus 15% of sum thereof;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others, plus 15%;
4. Cost of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to Work, plus 15% of sum thereof;
5. Compensation as herein provided shall be accepted by Contractor as payment in full for extra Work done on this basis and said percentages shall cover profit, superintendence, general expense, overhead, and use of small tools and equipment for which no rental is allowed.

1.15 SC-9.2 SCHEDULE OF VALUES

Add following sentence to 9.2:

Progress payments on account of Unit Price Work will be based on number of units completed.

1.16 SC-9.3 APPLICATIONS FOR PAYMENT

Add following sentence to subparagraph 9.3.1:

Form of Application for Payment shall be notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

Add following clause 9.3.1.3 to 9.3.1:

9.3.1.3 - Until Substantial Completion, Owner shall pay 90% of amount due Contractor on account of progress payments.

Add following subparagraph 9.3.4 to 9.3:

9.3.4 - Unit Price Work:

1. Where Contract Documents provide that all or part of Work is to be Unit Price Work, initially Contract Sum will be deemed to include for all Unit Price Work amount equal to sum of established unit prices for each separately identified item of Unit Price Work times estimated quantity of each item as indicated in Agreement. Estimated quantities of items of Unit Price Work are not guaranteed and are solely for purpose of comparison of Bids and determining initial Contract Sum. Review and approval of actual quantities and classifications of Unit Price Work performed by Contractor will be by Architect in accordance with SC-4.2, subparagraph 4.2.20.
2. Each unit price will be deemed to include amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
3. Where quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from estimated quantity of such item indicated in Agreement and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes Contractor has incurred additional expense as result thereof, Contractor may make claim for increase in Contract Sum in accordance with Article 7 if parties are unable to agree as to amount of any such increase.

1.17 SC-9.8 SUBSTANTIAL COMPLETION

Add following sentence to subparagraph 9.8.5:

Payment shall be sufficient to increase total payments to 90% of Contract Sum, less such amounts as Architect shall determine for incomplete Work and unsettled claims.

1.18 SC-9.11 LIQUIDATED DAMAGES

Add the following to Article 9:

If the Contractor fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine the Owner's resulting damages. Therefore, if the Contractor fails to achieve a Milestone within the associated Contract Time, the Contractor shall (at the Owner's option) pay to or credit the Owner the Liquidated Damages per day sum determined according to the following schedule for each day that the Contractor fails to achieve a Milestone within the associated Contract Time.

Contract Sum	Liquidated Damages per day
Less than \$1,000,000	\$500
From \$1,000,000.01 to \$2,000,000	\$1,000
From \$2,000,000.01 to \$5,000,000	\$2,000
From \$5,000,000.01 to \$10,000,000	\$5,000
From \$10,000,000.01 to \$20,000,000	\$7,500
From \$20,000,000.01 to \$50,000,000	\$10,000
More than \$50,000,000	\$15,000

If the Contractor simultaneously fails to achieve two or more Milestones, the Owner shall be entitled to recover the sum of the associated Liquidated Damages per day rates.

The Liquidated Damages described in this Section are only intended to compensate the Owner for the direct damages it incurs as a result of the Contractor's failure to achieve the Milestones within their associated Contract Times.

The Liquidated Damages described in this Section are not intended to compensate the Owner for any damages the Owner incurs on account of (1) any claims attributable to the Contractor that are brought by others including Separate Consultants and Separate Contractors or (2) any failure of the Contractor to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones within their associated Contract Times.

The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties, and they each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve one or more of the Milestones within the Contract Times.

In addition to other rights that the Owner may have relative to the Liquidated Damages, the Contracting Authority may deduct the Liquidated Damages from the

Contract Sum as the damages accrue. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

1.19 SC-11.1 CONTRACTOR'S INSURANCE AND BONDS

Add following subparagraph 11.1.5, to 11.1:

11.1.5 – Contractor's General Insurance Requirements

The Contractor shall purchase and maintain insurance not less than the limits set forth below.

Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured's". The County of Saginaw, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Saginaw County Purchasing Department, 111 S. Michigan Ave., Saginaw, Michigan 48602."

Proof of Insurance - The Contractor shall provide to the County of Saginaw at the time the contracts are returned by it for execution, a copy of certificates of insurance for each of the and policies mentioned above. If so requested, certified copies of all policies will be furnished.

Add following subparagraph 11.1.6, to 11.1:

11.1.6 - Other Requirements:

1. Owner reserves right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by certificates. Such policy copies shall be "Originally Signed Copies," and so designated.
2. Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing coverages required shall have financial rating not lower than XII and policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A: XII will be acceptable only upon written consent of Owner.

END OF SECTION 00 73 00

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SECTION 01000 GENERAL SPECIFICATIONS

PART 1 - GENERAL

1.1 WORKING SPACE

- A. The contractor shall interfere as little as possible with traffic and in all cases shall confine the work operations to the minimum space possible.
- B. All construction staging areas shall be approved by Owner prior to the start of construction. Restoration of any areas beyond the work area secured by the contractor for use as construction staging shall be at their own expense. The restoration of all staging areas shall be completed prior to final acceptance of the work of the project at no additional cost to the project.

1.2 CONTRACTOR PARKING

- A. Contractor parking is allowed within the work area only. Contractor parking on campus outside of work area shall be by paid permit. Coordinate with the Owner.

1.3 LOCATING WORK

- A. The contractor shall accurately locate the work from reference points established by the Owner along the surface of the ground and the line of work. For sewers, "cut sheets" will be furnished by the Owner. Reference points shall be protected and preserved by the contractor.

1.4 PROTECTION OF THE PUBLIC

- A. The contractor shall provide sufficient barricades, guard railings, fencing, advance construction signing, coverings or other means to protect the public from injury due to the work operations, including completed or uncompleted work, at all times until acceptance of the work by the Owner at no extra cost to the Owner.

1.5 BARRICADES AND PROTECTION

- A. The contractor shall provide and maintain in good repair, all barricades, guard railings, etc., as required for the protection of the workers, the Owner's

employees and employees of Owner's agent in strict compliance with state and local requirements.

- B. At dangerous points throughout the work, the contractor shall provide and maintain guard rails, colored lights, and flags. All possible precautions shall be taken to protect the workers from injury at no extra cost to the Owner.

1.6 MAINTENANCE OF TRAFFIC

- A. Work shall include all labor, materials, and equipment necessary for the installation, relocation, covering, supplementing, and removing the proposed traffic control measures including all signage, barricades, and other traffic control devices as required per the Construction Drawings. These items are to cover the cost of maintaining traffic throughout the project.
- B. During the progress of the work, the contractor shall accommodate both vehicular and pedestrian traffic as provided in these specifications and as indicated on the drawings. In the absence of specific requirements, traffic shall be maintained in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices. Access to fire hydrants and water valves shall always be maintained. The contractor's truck and equipment operations on public streets shall be governed by County regulations, all local traffic ordinances, and regulations of the Fire and Police Department.

1.7 PUMPING, BAILING AND DRAINING

- A. The contractor shall provide and maintain adequate pumping and drainage facilities for removal and disposal of water from trenches or other excavations.

1.8 SHEETING, SHORING AND BRACING

- A. Where necessary in order to construct the work called for by the contract, to insure the safety of the workers, or to protect other things of value, the contractor shall use sheeting, shoring, and bracing as is needed to carry out the work or to adequately insure the stability of such work, or to insure the safety of the workers and/or to protect adjoining things of value. The contractor will receive no extra compensation for sheeting, shoring, or bracing.

1.9 DISPOSAL OF EXCAVATED MATERIAL

- A. With the exception of an amount of excavated materials sufficient for backfilling and construction of fills, as called for on the drawings, all broken concrete, stone, and excess excavated materials shall be disposed of from the site by the

contractor. The contractor will be required to obtain their own disposal ground and will receive no extra compensation for disposing of any of the excess materials.

- B. All materials removed, with the exception of clean fill dirt where required for fill areas indicated on the plans, shall be disposed of off-site. No exceptions will be considered, and all costs associated with transporting, disposing, etc. shall be considered as incidental and included in the appropriate unit bid price.

1.10 DISPOSAL OF WASTE MATERIALS

- A. Unless otherwise directed by the owner, all waste materials and debris resulting from the construction work shall be removed from the premises at no extra cost to the owner.
- B. The contractor shall, at all times, keep the premises free from accumulations of waste material or debris caused by their employees or work, and shall remove same when necessary or required by the Owner.

1.11 ODOR-GENERATING ACTIVITIES

- A. Coordinate with the Owner the schedule for odor-generating construction activities so that the Owner can close the buildings' air-intake or take other precautions. Activities include, but are not limited to, paving operations, crack sealing, sealcoating, etc. Also, keep exhaust fumes from stationary vehicles / equipment away from building air intake vents.

1.12 INSPECTION OF PREMISES

- A. The bidder shall visit the premises and thoroughly acquaint themselves with the conditions to be encountered in the installation of the work shown on the drawings and described in the specifications, as no extras will be allowed to cover work which they have not included in their tender due to their failure to inspect the premises.

1.13 SCHEDULE OF OPERATIONS

- A. The contractor shall submit, for the owner's review and approval, a schedule of their proposed operations. The contractor's schedule shall be complete and shall show in detail the manner in which they proposed to complete the work under this contract.

1.14 WORK HOURS

- A. Work may occur Monday through Friday during normal working hours. Coordinate all work occurring outside normal working hours with Owner. Normal working hours are 8:00 a.m. to 4:30 p.m.

1.15 CONCRETE CURB AND SIDEWALK CONSTRUCTION / CONTROL JOINTS

- A. Provide construction and control joints to match existing layout and size where curb or sidewalk is being replaced or as indicated on the Plans.

1.16 ORDINANCES AND CODES

- A. All work shall be executed and inspected in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all authorities having jurisdiction thereover.
- B. Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION 01000

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SECTION 01001 SUPPLEMENTAL PROJECT REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL

- A. Pay items and construction specifications not addressed in these Contract Documents shall be in accordance with current MDOT Standards. These Standards form a part of the Contract Documents for this project.

1.2 INCIDENTAL ITEMS

- A. Any items which are not called out on the plans shall be included in the unit bid prices where appropriate.

1.3 EXISTING CONDITIONS

- A. Each bidder shall personally visit the sites of the project and pay particular attention to the existing conditions and the salient features of the project in order to assure him of the amount of equipment, materials, and work required to satisfy the requirements of the project.

1.4 EXISTING UTILITY LOCATIONS

- A. As an aid to the Contractor, various existing overhead and underground utilities and structures have been shown on the plans. Neither the Owner nor the Engineer guarantees the accuracy and completeness of locations and number of utilities as this information has been taken from available utility company and municipal records and field topo. The Contractor shall immediately repair or have repaired by the utility owner any damaged utility lines at their own expense, with no additional compensation to be provided by the Owner for any repair or delay costs.

1.5 EXPOSING EXISTING UTILITIES

- A. Contractor shall verify the depth of existing utilities throughout the project duration in order to permit the Engineer to adjust grades to avoid conflicts with existing utilities.

1.6 COOPERATION WITH OTHER CONTRACTORS

- A. The Contractor shall make every effort to cooperate and coordinate with all other contractors working in the area at the time of construction.

1.7 Michigan O.S.H.A. STANDARDS

- A. All work performed by the Contractor must conform to the current Michigan O.S.H.A. standards and requirements including confined space entry.

1.8 ADDITIONAL BIDS - QUANTITY INCREASE/DECREASE

- A. Additional quotations may be requested during the term of this Contract, separately from the original bid and are subject to the same terms and conditions of the original bid. There will be no adjustment in the contract unit prices regardless of the percentage increase or decrease above or below the contract quantity for any item of work.

1.9 NON-DISCRIMINATION CLAUSE

- A. By signing and submitting this proposal for consideration by the Owner, the Contractor covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

1.10 MAINTAINING FLOW

- A. The Contractor shall perform the work so that the flow in the existing sewers or open ditches, streams, etc. is at no time hindered or interrupted. Additionally, all natural drainage within the project limits must be maintained at all times. It shall be left to the discretion of the Contractor as to the type and extent of work and materials necessary to accomplish this. The Contractor will be liable for any and all damages caused by their failure to maintain the flow in existing sewers or watercourses.

1.11 CONTRACTOR'S LIABILITY

- A. The Contractor shall be solely responsible for any damages to buildings by sewage backups due to their operations. The Contractor shall indemnify and hold harmless the Owner and the Engineer in this regard.

1.12 SUBSURFACE CONDITIONS

- A. The Contractor shall be solely responsible for making their own subsurface soils investigations and shall assume all risks and responsibility for their conclusions pertaining to the potential difficulties which may be encountered during the course of work. Contractor shall complete the work, in whatever material and under whatever ground conditions they may encounter or create, without additional cost to the Owner.

1.13 WATER

- A. Hydrants shall not be used without prior approval.

1.14 MAINTAINING SOLID WASTE (RUBBISH) SERVICES

- A. Rubbish collection shall not be interfered with by the Contractor's operations. If access to certain areas is blocked by the Contractor's operations, they shall transport the rubbish themselves to a location accessible to the collection crews, incidental to the project.

1.15 DEWATERING

- A. Any dewatering necessary to construct this project shall be considered incidental unless otherwise noted. All costs for dewatering shall be included in the unit bid price for the affected utility installation. The dewatering outlet shall be approved by the Project Engineer and the receiving property shall be protected from erosion.

1.16 SOIL EROSION AND SEDIMENTATION CONTROL

- A. Soil Erosion Control Devices shall be installed per plan or as directed by the Project Engineer. The Contractor's responsibilities include installation of soil erosion control fabric fence, straw bales, check dams, inlet filters, etc., and maintenance of said soil erosion devices through the construction period. At the time of completion of the project, it will be the responsibility of the Contractor to remove those devices. Fifty (50%) percent shall be paid upon installation and The remaining fifty (50%) percent will be paid incrementally with each subsequent Pay Estimate.

1.17 TREE PROTECTION

- A. Keep clear all debris or fill, equipment and material from influence of the tree root system, which is typically the drip line.

- B. During construction, the Contractor shall not cause or permit the cleaning of equipment or material or the storage or disposal of waste material such as paints, oils, solvents, asphalt, concrete, mortar, or any other material harmful to the life of a tree within the drip line of any protected tree or group of trees.
- C. No damaging attachment, wires (other than supportive wires for a tree), signs, or permits may be fastened to any tree.
- D. Tree Trimming: All bruised and scarred trunks and branches incurred as the result of the work shall be repaired using standard arboriculture procedures and performed by a professional tree service company.
- E. The Contractor shall remove damaged and, where necessary, those low hanging branches that impede their construction work. The Owner and Project Engineer shall be notified prior to any substantial trimming necessary for construction. Removal shall be not less than 12" from the tree's main stem. Wherever practical, the Contractor shall "tie back" and protect with reasonable care those branches that interfere with their construction. In the case of pines or trees adjacent to construction activities, tarps are to be placed with caution over the tree branches so as to not break the branches and to protect them from equipment exhaust and damage.
- F. All final branch trimming (trimming within 12" of the main stem) shall be performed by a professional tree service company using standard arboriculture procedures. No additional payment will be made for tree trimming. Trees shall be trimmed so that branches are evenly distributed on all sides, i.e. no lopsided effects.
- G. Tree Replacement: Trees shown to remain which have been killed or damaged so severely that the survival chances are minimal as determined by the Owner and/or Engineer, shall be removed and replaced with one (1) 2-1/2" minimum caliper tree for each 6" diameter removed. The replacements shall have at least equal shade potential and other characteristics comparable to those of the trees removed. Type of replacement and location shall be determined by the Owner. Trees so replaced shall be paid for solely at the Contractor's expense.

1.18 SAWCUTTING

- A. Any and all sawcutting necessary or required for the removal of the existing pavement, curbs or driveways shall be incidental to the project. Any and all costs for same are included in the bid price for removal of pavement.

1.19 EXISTING MATERIAL AS BACKFILL

- A. The Contractor is to make their own determination as to the suitability of using existing excavated material for backfill conditions as specified. If the Contractor

wishes to use this material they shall have the material tested by an independent laboratory and submit the results to the Project Engineer. Upon written approval of both parties, all handling, stockpiling, moisture control, etc. recommended in the laboratory's report shall then be adhered to as if contained herein. All costs associated with the Contractor's investigation and testing are considered incidental to the project.

1.20 SITE RESTORATION

- A. The contractor is responsible for the restoration of all areas disturbed outside the normal limits of construction. This includes, but is not limited to; staging areas, material and equipment storage areas, etc. Furthermore, no additional compensation will be made for errors, oversight or alterations in the means and methods of construction made by the contractor. All areas disturbed by the Contractor and/or their subcontractor shall be restored to existing condition. No additional payment or compensation shall be provided for this activity.
- B. All lawn areas disturbed, shall be restored with three (3") inches of topsoil furnished, Class A fertilizer, and seed per specifications herein.
- C. Sod shall not be placed during a drought nor during the period from July 1 to August 15 without Owner approval and extending the duration and frequency of the watering schedule.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION 01001

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SECTION 01005 ADMINISTRATIVE PROVISIONS

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section 01010 – Progress Schedule and Coordination and Staging Requirements
- B. Section 01300 - Submittals

1.2 WORK SEQUENCE

- A. The Contractor shall arrange their work so that at no time will it cause unnecessary interruption to the operation of existing facilities. To this end, the Contractor shall prepare and submit to the Engineer for approval a complete detailed working schedule setting forth the sequencing of operations they propose to follow.

1.3 ALTERNATIVES

- A. Contract Drawings indicate the extent and general arrangement of the work. If any departures from the Contract Drawings are deemed necessary by the Contractor to accommodate the material and equipment they propose to furnish, details of such departures and reasons thereof shall be submitted as soon as practicable to the Engineer for approval.
- B. The Contractor shall refer to Section 01300 - Submittals, for complete requirements regarding Alternates, Substitutions.

1.4 COORDINATION

- A. Contract Documents:
 - 1. It is not the intent nor shall it be so construed that work included in any one Section of the Specifications must be performed by a particular trade or by subcontract. The work to be performed by a particular trade is not necessarily restricted to that of any one Section.
 - 2. Any item mentioned under any heading must be supplied even though it is not called for again under the heading for the respective work.
- B. Existing Facilities:
 - 1. All existing facilities and operations shall be uninterrupted by the Contractor's performances unless otherwise allowed in the Contract

Documents.

2. All proposed interruptions or tie-ins to existing facilities or utilities or other activities affecting the operations shall be scheduled.
3. The Engineer shall approve the scheduling of all such activities.

1.5 CLEANLINESS OF THE WORK AND STREETS

- A. The work itself, and all public and private property used therewith, shall be kept in a neat orderly condition at all times. Excess excavation, waste and rejected materials, rubbish, and debris shall not be allowed to accumulate. The newly constructed work shall be cleared of all temporary construction of facilities when such are entirely free of all debris and the premises left in a condition that will not be susceptible to soil erosion and that will not create a situation problem.
- B. Trucks hauling loose materials to or from the site shall be tightly covered and their loads shall be trimmed to prevent spillage on the public streets or roads. This requirement likewise applies to suppliers making deliveries to the site. The Contractor shall promptly clean streets or roads dirtied by any cause arising from his operations or that of his Subcontractors or his suppliers. Should the Contractor fail to maintain proper street or road cleanliness, the Owner will take necessary steps to perform such cleaning and will charge the Contractor for all cost thereof.
- C. The Contractor shall control dust from his operations to meet the requirements of the jurisdictional authorities. Control measures shall include but are not limited to sprinkling, applying calcium chloride, wheel washing, street sweeping, street washing, load covering, and the like.

1.6 FIRE PROTECTION

- A. The Contractor shall take all necessary precautions to prevent fires and shall provide adequate equipment for extinguishing fires. No burning of trash or debris will be permitted.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal, the Engineer, and the Owner. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the Owner of the tank or device to prevent the occurrence of fire or explosion.

1.7 CHEMICALS

- A. All chemicals used during construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of the EPA, USDA, or both. Use of all such chemicals and disposal of

residues shall be in strict conformance with all applicable law, rules, and regulations.

1.8 ABBREVIATIONS

- A. The following listed letters or abbreviations wherever they appear in the Contract shall mean and be interpreted as indicated below:

A.A.S.H.T.O.	- American Association of State Highway & Transportation Officials
A.C.I.	- American Concrete Institute
A.G.M.A.	- American Gear Manufacturers Association
A.H.D.G.A.	- American Hot Dip Galvanizers Association
A.I.A.	- American Institute of Architects
A.I.S.C.	- American Institute of Steel Construction
A.I.S.I.	- American Iron and Steel Institute
A.M.C.A.	- Air Moving and Conditioning Association
A.N.S.I.	- American National Standards Institute
A.S.C.E.	- American Society of Civil Engineers
A.S.H.R.A.E.	- American Society of Heating, Refrigeration and Air Conditioning Engineers.
A.S.M.E.	- American Society of Mechanical Engineers
A.S.T.M.	- American Society for Testing and Materials
A.W.G.	- American Wire Gauge
A.W.S.	- American Welding Society
A.W.W.A.	- American Water Works Association
Fed. Spec.	- Federal Specification, Federal (of F.S.) Supply Service, General Services Administration, U.S. Government
I.E.E.E.	- Institute of Electrical and Electronics Engineers
I.P.C.E.A.	- Insulated Power Cable Engineers Association
M.D.O.T.	- Michigan Department of Transportation
N.B.S.	- National Bureau of Standards
N.C.P.I.	- National Clay Pipe Institute
N.E.C.	- National Electrical Code
N.E.M.A.	- National Electrical Manufacturers Association
N.F.P.A.	- National Fire Protection Association
O.S.H.A.	- Occupational Safety & Health Administration
S.D.I.	- Steel Deck Institute
S.J.I.	- Steel Joist Institute
S.S.P.C.	- Steel Structures Painting Council
U.L.	- Underwriters Laboratories

1.9 REFERENCES

- A. Specifications by Reference:
1. Where reference is made in the specifications to specifications or standards of any technical society, association, governmental agency, etc., it is understood and agreed that such specifications or standards are as much a part of the specifications as though fully repeated therein.

B. Materials by Reference:

1. A material included in more than one section of the specifications will be specified in detail in only one of the Sections.
2. In other sections, the material is specified by reference to the section containing the specifications for the same material, and such specifications shall be considered as much a part of the other sections as if they were therein repeated in full.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION 01005

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SECTION 01039 COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the project manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean-up of work of separate sections in preparation for substantial completion.

1.2 PRE-BID MEETING

- A. The County will schedule meeting as noted in Section 001116.
- B. Attendance Required: Owner, Engineer, and Bidders.
- C. Attendance Requested: Regulatory Agencies, Utility Representatives.
- D. Agenda:
 - 1. Review of Special Project Requirements.
 - 2. Review of Contract Documents.
 - 3. Critical work sequencing.
 - 4. Use of premises by Owner and Contractors
 - 5. Construction facilities and controls.
 - 6. Temporary utilities.
 - 7. Survey and layout.
 - 8. Security and housekeeping procedures.
 - 9. Responsibility for testing.
- E. Engineer will record minutes and the Owner will post copies within one week after the meeting to the County website.

1.3 PRE-AWARD MEETING

- A. Engineer will schedule a meeting prior to issuing Notice of Award.
- B. Attendance Required: Owner, Engineer, and Contractor.
- C. Agenda:

1. Review of Owner-Contractor Agreement.
 2. Review of Submission of bonds and insurance certificates.
 3. Review of list of Subcontractors, list of Products, and schedule of values.
 4. Designation of personnel representing the parties in Contract, and the Engineer.
 5. Critical work sequencing.
 6. Use of premises by Owner and Contractor
 7. Construction facilities and controls.
 8. Mobilization
 9. Project Coordination
- D. Engineer will record minutes and distribute copies within five days after meeting to participants, with one copy to all participants, and those affected by decisions made.

1.4 PRE-CONSTRUCTION MEETING

- A. Engineer will schedule a meeting prior to the scheduled Project start date.
- B. Attendance Required: Owner, Engineer, Contractor and major subcontractors.
- C. Agenda:
1. Review of Execution of Owner-Contractor Agreement.
 2. Distribution of Control Documents.
 3. Submission of progress construction schedule.
 4. Designation of personnel representing the parties in Contract, and the Engineer.
 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 6. Critical work sequencing.
 7. Use of premises by Owner and Contractor.
 8. Construction facilities and controls.
 9. Mobilization.
 10. Project Coordination.
 11. Temporary utilities.
 12. Survey and layout.
 13. Security and housekeeping procedures.
 14. Procedures for testing.
 15. Procedures for maintaining record documents.
- D. Engineer will record minutes and distribute copies within five days after meeting to participants, with one copy to all participants, and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. The Engineer will schedule and administer biweekly meetings throughout progress of the Work.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and Suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of onsite and off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.

1.6 PRE-INSTALLATION MEETING

- A. When required in individual specification sections, convene a pre-installation meeting at work site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Engineer five days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within five days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION 01039

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SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section 01400 - Quality Control
- B. Section 01700 - Contract Closeout

1.2 SCHEDULE FOR SUBMISSION

- A. Prior to submitting any shop drawings, product data, portfolios, samples, etc. the Contractor shall prepare a summary, listing all items in the project which they will submit for review by the Engineer.
- B. The summary shall be submitted within ten (7) calendar days after receipt of administrative Notice to Proceed and shall be updated for each construction progress meeting or at least once per month thereafter (whichever occurs more frequently).
- C. The summary shall include the proposed dates for submittal for each item for control purposes. The summary shall be prepared in coordination with the Project Schedule for Construction and adequate time shall be allowed therein for review and possible resubmittal.
- D. The summary and schedule for submittals shall not relieve the Contractor of his obligation to comply with specification requirements for items not listed on the schedule.
- E. Nothing herein shall be construed as allowing additional time for completion of the project in the event resubmittal is required for shop drawings or the other items to be submitted.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer approved transmittal form.
- B. Sequentially number the transmittal form. Re-submittals shall have original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor and Supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of

Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

- E. Schedule submittals to expedite the Project and deliver to the Engineer in a manner to allow sufficient time for review and processing by the Engineer so as to not cause delays in the Work. Coordinate submission of related items.
- F. All drawings, information and documentation shall be prepared and submitted with all words in the English language and dimensions in American units. No foreign language or metric units will be permitted.
- G. Identify variations from Contract Documents and Products and system limitations which may be detrimental to successful performance of the completed work.
- H. Provide space for Contractor and Engineer review stamps.
- I. Revise and resubmit submittals as required and identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals to all concerned and related parties. Instruct parties to promptly report any inability to comply with provisions.
- K. The Engineer reserves the right to refuse to check or review any submittal of a subcontractor or manufacturer which is not presented in compliance with the foregoing requirements.
- L. All submittals shall be submitted via electronic mail (e-mail) and comply with the following:
 - 1. All electronic submittals shall follow the procedures outlined above.
 - 2. Electronic submittal procedures apply, but are not limited, shop drawings, product data submittals, material tickets, pay applications, etc.
 - 3. Electronic submittals shall be made in a standard format the Engineer has agreed in advance to accept, JPEG, TIF, DWG, or PDF.
 - 4. Reviewed submittals shall be returned in JPEG, TIF, or PDF electronic format for the Contractor's printing and distribution.

1.4 SUBMITTAL REVIEW

- A. All Subcontractors and Manufacturers' drawings shall first be sent directly to the Contractor, who shall keep a record of the drawing numbers and the dates of receipt. The Contractor shall check thoroughly all such drawings, as regards measurements, sizes of members, materials, and all other details to assure themselves that they conform to the intent of the drawings and the specification and shall promptly return to the subcontractors and/or manufacturers for correction such drawings as are found

inaccurate or otherwise in error.

- B. The Engineer will review the Contractor's, Subcontractors' and Manufacturers' drawings within a reasonable time after receipt thereof and will return one copy endeavoring to indicate, by notation thereon or written instructions, any correction which may be necessary to meet the Contract requirements. The Contractor shall then review such notations and/or instructions and if they concur therein, shall make or have made such required corrections, and shall, when so noted on the drawings or requested by the Engineer, resubmit corrected drawings to the Engineer as soon as possible, for final review. Such further review by the Engineer will be limited to the corrections only, and the Contractor, by such re-submission shall be held to have represented that such drawings contain no other alterations, additions or deletions, unless the Contractor (in writing) directs the Engineer's specific attention to same. Should the Contractor question, or dissent from, such notations and/or instructions, they shall so inform the Engineer and request further clarification before resubmitting the drawings.
- C. The review of Contractor's, Subcontractors', and Manufacturers' drawings by the Engineer is for coordination and assistance, and the Engineer does not thereby assume responsibility for errors or omissions. Such errors or omissions must be made good by the Contractor, irrespective of the receipt, review of the drawings by the Engineer, and even though the work is done in accordance with such drawings.

1.5 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement submit list of all major products proposed for use, including those previously called for to be submitted in the Proposal, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Substitutions: Whenever a particular brand or make or type of material, equipment, or other item is specified or is indicated on the Contract Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make or type which in the opinion of the Engineer is equivalent to that specified or indicated may be offered as a substitute, subject to the following provisions:
 - 1. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature and performance data together with samples of the materials where feasible to enable the Engineer to determine if the proposed substitution is equal to that specified.
 - 2. Contractor shall submit certified tests where applicable by an independent laboratory, acceptable to the Owner, attesting that the proposed substitution is equal.
 - 3. A list of installations where the proposed substitution is used.

4. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the Owner.
5. Where the review of a substitution requires revision or redesign of any part of the work, all such revision and redesign and all new drawings and details required, therefore, shall be provided by the Contractor at his own cost and expense and shall be subject to the review of the Engineer.
6. In all cases, the Engineer shall be sole judge as to whether a proposed substitution is to be incorporated into the project. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without review of the Engineer.

1.6 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.
- B. While the contract drawings and specifications propose to be complete in all respects as to layout, type of equipment and materials, they are not intended to serve as detailed sleeve or insert drawings, and the preparation of such drawings required or necessary for this purpose, or to set equipment accurately, shall be the responsibility of the Contractor.
- C. These Contract Documents shall be supplemented by other drawings, product data, samples and portfolios of all equipment, apparatus, materials, etc. furnished by the Contractor and reviewed by the Engineer. All such supplementary drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental drawings or instructions differed from the Contract documents, incurring extra work, unless the Contractor has first brought the matter, in writing, to the Engineer's attention for proper adjustment before starting on the work covered by such and has received from the Engineer an order in writing to so proceed.
- D. These original and supplementary drawings constitute the drawings according to which the work is to be done. The Contractor shall keep at the site of the work, copies of all drawings and specifications and shall at all times give the Engineer or Owner access thereto.
- E. Shop Drawings are drawings, diagrams, schedules other data specifically prepared for the Work by the Contractor or a subcontractor, Subcontractor manufacturer, supplier or distributor to illustrate some portion of the Work.

- F. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of these submittals is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- G. Product Data are illustrations, standard schedules, performance charts, instructions, catalog cuts, brochures, diagrams, materials lists and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- H. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- I. The Contractor shall review, approve, and submit to the Engineer, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents requested by the Engineer or Owner or otherwise necessary for the proper execution of the work, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.
- J. The Contractor shall perform no portion of the Work requiring submittal, resubmittal, and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Engineer. Such Work shall be in accordance with reviewed submittals.
- K. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or contained within such submittals with the requirements of the Work and of the Contract Documents.
- L. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings, Product Data, Samples or similar submittals by the Engineer's review thereof, as the Engineer's review is intended to cover compliance with the Contract Document and not to enter into every detail of the shop work.
- M. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those required by the Engineer on previous submittals.
- N. When professional certification of performance criteria of materials systems or equipment is required by the Contract Documents, the Engineer shall be entitled to

rely upon the accuracy and completeness of such calculations and certifications.

O. Shop Drawings

1. Submit in the form of one legible opaque copy.
2. One reviewed copy will be returned to the Contractor for their duplication and distribution.
3. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article herein and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

P. Product Data

1. Submit one copy of the documents which the Engineer requires. A reviewed copy will be returned to the Contractor for their duplication and distribution.
2. Mark copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
3. Product data shall be bound with an index sheet containing a space at least 5" x 8" for review stamps and notes.
4. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

Q. Samples

1. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
2. Submit samples of sufficient size and representative of finishes indicating textures, and patterns for Owner selection.
3. Include identification on each sample, with full Project information.
4. Submit the number of samples specified in individual specification sections; two of which will be retained by the Engineer.
5. Reviewed samples which may be used in the work are indicated in individual specification sections.

1.7 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, operating, maintaining and finishing to the Engineer in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER CERTIFICATES

- A. When specified in individual sections, submit certification by manufacturer to Engineer, in quantities specified for Product Data.
- B. Indicate material or Product meets or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to the Engineer.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION 01300

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SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.2 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.4 REFERENCES

- A. For Products or workmanship specified by association, trade, or other consensus

standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard by date of issue current on date specified in the individual specification sections, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Architect/Engineer shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 MOCK-UP

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups are representative of the quality required for the Work.
- D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so.

1.6 INSPECTING AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspecting and testing, as required.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Engineer or the Owner.
- C. Inspecting, testing, and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by the Engineer or the Owner.
- D. Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
- F. Notify Engineer and independent firm 48 hours prior to expected time for operations requiring services.

- G. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- H. Testing or inspecting does not relieve Contractor of performing Work to contract requirements.
- I. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting will be charged to the Contractor by deducting inspecting or testing charges from the Contract Sum.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION 01400

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SECTION 01600 MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section 01300 - Submittals: product options, substitutions.

1.2 GENERAL PROVISIONS

- A. Products (including all materials, machinery, equipment, and systems) shall be carefully designed and installed to ensure that all required functions are adequately performed within specified degrees of precision and that each unit shall operate with every other part, furnished or existing, to provide a complete integrated system which shall operate to the satisfaction of the Engineer. Any changes or revisions of existing work made necessary by the type and dimensions of furnished products shall be made at the expense of the Contractor, and they shall furnish detail drawings showing such changes or revisions for the approval of the Engineer.
- B. Submit to the Engineer ample proof that each and every part of the products to be furnished is of a reliable make and of a type which has been in successful operation within the continental United States. Installation of any experimental or untried type of apparatus, material, or machinery will not be allowed.
- C. Each major item of equipment shall have the manufacturer's nameplate securely affixed in a conspicuous place. The nameplate shall show the manufacturer's name, address, model number, rating, and any other pertinent data such as speed, horsepower, etc.
- D. All materials, equipment, and accessories shall be new and unused and shall be essentially the products of a manufacturer regularly engaged in the production of such material or equipment and shall essentially duplicate material or equipment that has been in satisfactory operation at least 5 years.
- E. The Owner reserves the right to reject any material or equipment manufacturer who, although they meet the above requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service as required to suit the operational requirements of Owner. Items of any one type of materials or equipment shall be the product of a single manufacturer.
- F. All piping and equipment furnished under this contract shall be fabricated of such materials that under normal operating conditions harmful substances are not imparted to the water supply system.

- G. Except as otherwise specified or required, equipment shall be primed and finish painted at the factory in accordance with the recommendations or the approved manufacturer. All equipment supplied under this contract shall include at least one quart of finish paint used for touch-up at the completion of construction.
- H. Certification shall be provided that all materials which may come into contact with potable water meets the National Sanitation Foundation Standard 61 and all MDPH regulations in force at the time of submittals.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Transport and handle all materials in such a manner to avoid breakage, inclusion of foreign materials, and/or damage by water or other causes.
- C. Deliver packaged materials in original unopened containers. Packages or materials showing evidence of damage or contamination regardless of cause will be rejected.
- D. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- E. Repair or replace all items damaged or broken as a result of the Contractor's operation at no cost to the Owner.
- F. When specified in the individual Section, equipment shall be made available for conditional acceptance by the Engineer at the factory prior to shipment.
- G. Equipment shall not be delivered unless it can be immediately incorporated into the work or proper storage facilities are available.
- H. Crate all parts of equipment carefully to facilitate shipping and handling. Crates shall completely protect the equipment and be sufficiently strong to permit lifting and skidding without additional bracing or reinforcement.
- I. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.
- J. Notify the Engineer at least two days in advance of the delivery of equipment.

1.4 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.
- B. Store sensitive Products in weather tight, climate-controlled enclosures.

- C. For exterior storage of fabricated Products, place on sloped supports, above ground.
- D. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with the provision "No Substitutions": Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for "or Equal" or Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article and Section 01300.

1.6 "OR EQUAL" CLAUSE

- A. Specifying an article, material, or piece of equipment by reference to a proprietary product or by using the name of a manufacturer or vendor followed by the clause "or equal" shall be understood to indicate the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.
- B. Comparable products shall be capable of performing equal function and shall be compatible with other equipment, materials, or systems to which they connect or will become an integral part of.
- C. The clause "or approved equal" which may appear elsewhere in the documents shall mean the same as "or equal".
- D. Wherever in the documents an article, material, or piece of equipment is defined by

specifying a proprietary product or using the name of a manufacturer or vendor the term "or equal" if not included shall be implied.

- E. Substitutions of "or equal" products are subject to approval of the Engineer.

1.7 SUBSTITUTIONS

- A. Refer also to Section 01300.
- B. Engineer will consider requests for Substitutions after the date established in Notice to Proceed.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit one copy of request to Owner and Engineer for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Also provide information required by Section 01300 for substitutions. Burden of proof is on proposer.
 - 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

A. Not Used.

END OF SECTION 01600

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SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section 01300 - Submittals.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Complete final cleaning and restoration prior to final project inspection.
- B. Remove all temporary labels, stains and foreign substances. Wash or clean by approved methods all surfaces on which dust and dirt has collected.
- C. Clean debris from drainage systems.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- F. Restore disturbed area. Lawn area may be seeded unless otherwise noted. Paved area shall be restored to their original condition, compatible with the surrounding area, using like materials and workmanship.
- G. Touchup painted surface. Clean and repaint with matching color all scratched, marred or otherwise damaged painted surfaces of all equipment and enclosures.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents:

1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed Shop Drawings, Product Data, and Samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. As the work progresses, Contractor shall keep a complete and accurate record of all changes in the Contract Documents (including Drawings, Shop Drawings, Product Data, and Specifications) indicating the work as actually installed. All changes shall be neatly shown on blueline prints of the drawings effected or in the specifications which shall be kept at the job site for inspection by the Owner and the Engineer.
- C. Ensure entries are complete and accurate, enabling future reference by Owner.
- D. Store record documents separate from documents used for construction.
- E. Record information concurrent with construction progress.
- F. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda, Field Modifications and Change Orders.
- G. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish main floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
- H. On completion of the work, prior to the Contractor's application for final payment and as a condition to its approval by the Engineer and Owner, the Contractor shall arrange such site records in order in accordance with the various sections of the specifications bind them together and index them and deliver them to the Engineer. In addition, the Contractor shall request a complete set of reproducible contract Drawings, and transfer all as-built revisions and changes to them and deliver them to the Engineer. These drawings shall be dated and marked "As-Built".
- I. Written approval or other evidence satisfactory to the Engineer of the final conditions of the work shall be obtained from:

1. All public authorities or agencies having jurisdiction over any portion of the work.
2. Others as requested by the Engineer in writing.

- J. All public authorities or agencies having jurisdiction over any part of the work shall be determined, and all the requirements of these authorities or agencies with respect to but not limited to inspection, permits, fees, approval, and the like regardless of whether they are listed above or not shall be met.
- K. Submit all documents to Engineer for approval prior to submittal of final Application for Payment.

1.5 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy and utilize the facilities for its intended use.
- B. When the Contractor considers that the Work, or portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall complete or correct such item upon notification by the Engineer. The Contractor shall then submit a request for another inspection by the Engineer to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

1.6 WARRANTIES

- A. Provide duplicate copies of all warranties.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers with a Table of Contents in electronic portable document format (PDF).
- C. Submit warranty documents prior to final Application for Payment.

- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.
- E. All parts of the work or equipment which is in the opinion of the Engineer prove defective in material, workmanship, or operation within the warranty period shall be removed and replaced or repaired in a manner satisfactory to the Engineer and at no cost to the Owner.
- F. Any service material or equipment required because of the defect shall be supplied without charge.
- G. All work specified to be designed by the Contractor shall be guaranteed to perform as specified.
- H. The Warranty period shall be as stated in the General Terms and Conditions unless:
- I. A greater period is specified elsewhere.
- J. Owner chooses to take over and use a portion of the Work as provided for in the Specifications; in which case the warranty period shall begin upon said takeover and use.
- K. Equipment or work replaced and/or repaired during the warranty period shall be guaranteed for one year from the date of acceptance of the repair or replacement or until expiration of the original warranty period whichever comes later.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

- A. Not Used.

END OF SECTION 01700

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Saginaw County Surface Lot Reconfiguration &
Wayfinding Sign Improvements
Walker Project #20-002693.01
Spicer Project #139601SG2025

Construction Documents
September, 2026

SECTION 02000 SPECIAL PROVISIONS

PART 1 – GENERAL

- A. Not Used.

PART 2 - PRODUCTS

- B. Not Used.

PART 3 – EXECUTION

3.1 Pay Item 2047050 "Light Fixture Removal, Salvage, and Installation"

- A. **Description.** This work consists of removing and salvaging of existing light fixtures and the installation of salvaged as shown on the plans and in accordance with the standard specifications, except as specified herein.
- B. **Material.** Furnish the following:
1. Granular material Class II in accordance with section 902 of the Standard Specifications for Construction to backfill any voids as a result of removing existing light fixtures.
- C. **Construction.** Remove entirely, the existing light fixture, and concrete footing and/or associated metal fixture, if any, to a depth which will not interfere with the proposed construction. Backfill all excavated areas in accordance with subsection 204.03.C of the Standard Specifications for Construction. Salvage the light and surface-mount fixture. Ensure the excavated concrete footing and other backfill material, if any, is disposed of in accordance with subsection 204.03.B of the Standard Specifications for Construction. Install salvaged light fixture on concrete, at locations shown on plan, starting 36 inches on center from the edge of concrete, in accordance with manufacturer's specifications.
- D. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Light Fixture, Rem, Salv, and Install.....	Each

3.2 Pay Item 8037001 "Sidewalk Integral Curb"

- A. **Description.** This work consists of installing concrete curb in accordance with section 802 of the Standard Specifications for Construction and Standard Plans, except as modified by the details on the plans and this special provision.
- B. **Materials.** Furnish materials in accordance with subsection 802.02 of the Standard Specifications for Construction.
- C. **Construction.** Construct the concrete curb integral to sidewalk in accordance with subsection 802.03 of the Standard Specifications for Construction and the details as shown on sheet C-11 of the plans.

Adjacent concrete sidewalk shall be poured monolithically with the concrete curb.

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

Pay Item	Pay Unit
Sidewalk Integral Curb.....	Foot

3.3 Pay Item 8037050 "Bollard"

- A. **Description.** This work consists of furnishing and installing fixed bollards at the locations specified on the plans.
- B. **Materials.** Furnish bollards of the styles listed below, or an approved equal. Ensure bollard components meet the requirement of *ASTM F2656*. Construction.

PU40 crash rated: Fixed. (BDS-PU40FB-ST)
Barrier Defense Systems
986 Rosedale Drive
Hiram, GA 30141
(678) 915-2080
<https://stainlessandalloy.com/barrier-defense-systems>

Ensure the bollard sections are assembled with stainless steel, corrosion resistant pins and anchor bolts.

- C. **Construction.** Assemble and install bollard components per the manufacturer's recommendations including foundations.

Submit bollard specifications and shop drawings to the Engineer for approval a minimum of 14 days prior to ordering any materials. Do not order any materials until approval is

received from the Engineer.

Ensure any coated surface that has been damaged during shipping or assembly is repaired per the manufacturer's recommendations.

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

Pay Item	Pay Unit
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Bollards	Each
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Bollard includes furnishing and installing the bollard complete and in place including all work and materials for preparing shop drawings and construction of the base footing per the manufacturer's specification into the sidewalk, and other appurtenances required to install the bollard.

3.4 Pay Item 8047050 "Removable Bollard"

- A. **Description.** This work consists of furnishing and installing removable bollards at the locations specified on the plans.
- B. **Materials.** Furnish removable bollards of the styles listed below, or an approved equal. Ensure bollard components meet the requirement of *ASTM F2656*.

PU40 crash rated: Removable. (BDS-PU40RB-ST)
Barrier Defense Systems
986 Rosedale Drive
Hiram, GA 30141
(678) 915-2080
<https://stainlessandalloy.com/barrier-defense-systems>

Ensure the bollard sections are assembled with stainless steel, corrosion resistant pins and anchor bolts.

- C. **Construction.** Assemble and install bollard components per the manufacturer's recommendations including foundations.

Submit bollard specifications and shop drawings to the Engineer for approval a minimum of 14 days prior to ordering any materials. Do not order any materials until approval is received from the Engineer.

Ensure any coated surface that has been damaged during shipping or assembly is

repaired per the manufacturer's recommendations.

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

Pay Item	Pay Unit
Bollards, Removable	Each

Removable Bollard includes furnishing and installing the removable bollard complete and in place including all work and materials for preparing shop drawings and construction of the base footing per the manufacturer's specification into the sidewalk, and other appurtenances required to install the bollard.

3.5 Pay Item 8157010 "Landscape Stone"

- A. **Description.** This work consists of furnishing and placing decorative stone at the locations shown on the plans, in accordance with the standard specifications, or as directed by the Engineer.
- B. **Materials.** The decorative stone must be 3/4 inch to 2 inch stone of the type specified. Ensure the material is clean and round in shape. Submit a sample of the stone to the Engineer for approval prior to delivery. Do not order or deliver stone prior to approval by the Engineer.
- C. **Construction.** Grade decorative stone bed areas to required depth, install landscape fabric and edging, and place decorative stone conforming to the bed outlines shown on the plans and as directed by the Engineer. Place the decorative stone over the landscape fabric at a minimum depth of 4 inches with the finish grade being level with the concrete sidewalk.
- D. **Measurement and Payment.** The completed work, as described including all materials (stone, fabric, metal edging), will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Landscape Stone,	Square Feet

3.6 Pay Item 8157011 "Slope Restoration, Non-Freeway, Modified"

- A. **Description.** This work consists of preparing all lawns and slopes on projects designated for slope restoration on the plans or as directed by the Engineer and applying topsoil, fertilizer, hydroseed, hydromulch, or mulch blanket with mulch anchor, high velocity mulch blanket with mulch anchor and permanent turf reinforcement mat to those areas. Turf establishment must be in accordance with section 816 of the Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.

- B. **Materials.** The materials and application rates specified in sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer. The following materials must be used on this project:

1. MDOT seeding mixture type TUF
2. Hydromulch must be 100 percent wood fiber with a premium tackifier (preblended high viscosity organic polysaccharide).
3. Fertilizer, Chemical Nutrient, Class A
4. Topsoil Surface, Furnished or Salvaged, 4 inch. Remove any stones greater than 1 inch in diameter or other debris from all topsoil.
5. Mulch Blanket with Mulch Anchoring and High Velocity Mulch Blanket with Mulch Anchoring.
6. Permanent Turf Reinforcement Mat (TRM) must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between two layers of black UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following "minimum average roll value" requirements:

Property	Test Method	Requirement
Mass/Unit Area	ASTM D 6566	10 oz/syd
Ultraviolet Stability @ 1000 hrs	ASTM D 4355	80 percent
Tensile Strength (MD)	ASTM D 6818	165 lbs/ft

Acceptance. Supply a Test Data Certification for the permanent TRM from one of the following manufacturers:

Recyclex - American Excelsior Co., Arlington, TX (800) 777-7645
P300 - North American Green, Poseyville, IN (800) 772-2040
Landlok 450 - Propex, Inc., Chattanooga, TN (800) 621-1273
PP5-10 - Western Excelsior, Mancos, CO (800) 833-8573

- C. **Construction.** Construction methods must be in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact and assure all areas to be seeded are weed free prior to placing topsoil. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth must be filled using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Topsoil must be weed and weed seed free and friable prior to placing seed. Remove any stones greater than 1 inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2 inch of topsoil.

No hay will be allowed for use with slope restoration on this project.

Apply seeded slurry for lawn with a hydraulic seeder at a rate of 8 lbs per 1000 sft evenly in two intersecting directions.

Do not hydroseed area in excess of what which can be mulched on same day.

Immediately following hydroseeding, apply hydromulch at a rate of 50 lbs per 1000 sft or mulch blanket with mulch anchoring. Maintain clear of shrubs and trees.

Apply water with a fine spray immediately after each area has been mulched. Saturate 3 inches of soil.

Mulch Blanket and High Velocity Mulch Blanket must be placed in accordance with subsection 816.03.H of the Standard Specifications for Construction and as shown on Standard Plan R-100 Series.

Do not apply fertilizer, hydroseed, and hydromulch to frozen soil or soil saturated with water. Any fertilizer released onto a hard surface, such as a sidewalk or driveway must be cleaned up promptly. Maintain at least a 15 foot application buffer from surface water (lake, river, stream). If a spreader guard, deflector shield, or drop spreader is used, then maintain at least a 3 foot buffer. If a continuous natural vegetative buffer separates the turf and surface water, then maintain at least a 10 foot buffer from the water.

Areas constructed with the TRM must be installed on prepared (seeded) grades as shown on the plans in strict accordance with the manufacturer's published installation guidelines. The top edge of the TRM must be anchored in a minimum 6 inch deep trench. Operation of equipment on the slope will not be allowed after placement of the TRM. No credit for splices, overlaps, tucks or wasted material will be made.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement will be paid for as additional work using the applicable contract items.

If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will be at the Contractor's expense.

The Engineer will inspect the seeded turf to ensure the end product is well

established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If the seeded turf is not well established, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer at his own cost.

If weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, the Contractor must provide weed control in accordance with subsection 816.03.J of the Standard Specifications for Construction. Weed control will be at the Contractor's expense with no additional charges to the project.

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

Pay Item	Pay Unit
Slope Restoration, Modified.....	Square Yard

Place **Slope Restoration, Modified** in all areas and will be measured by area in square yards in place. **Slope Restoration, Modified** includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; hydroseed mixture; hydromulch mixture; mulch blanket; high velocity mulch blanket; and turf reinforcement mat; which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Modified**. Mulch Blanket must be used parallel (6 feet minimum) to the edge of the roadway, in areas that have a 1 on 3 slope and in any ditch with a grade less than 1.5 percent, or as directed by the Engineer. High Velocity Mulch Blanket must be used in areas that have a 1 on 2 slope, any ditch with a grade of 1.5 percent to 3 percent, or as directed by the Engineer. Turf Reinforcement Mat must be used in areas that have a slope steeper than 1 on 2, any ditch with a grade steeper than 3 percent, or as directed by the Engineer. Hydroseed and Hydromulch will be used in all other areas.

Note: Areas where unsatisfactory grass growth is evident as determined by the Engineer prior to or during the Final Project Inspection, must be re-worked, re-seeded, re-fertilized, and re-mulched to the satisfaction of the Engineer, at the Contractor's expense. The end product must be well established, weed free, in a growing and vigorous condition, and must contain the species called for in the seeding mixture.

3.7 Pay Item 5017010 "Seal Coat - Asphalt Emulsion"

- A. **Description.** This work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to prepare existing asphalt surfaces and provide sealer. Work is not required to occur under existing features, or portions

thereof, that bear directly on the asphalt pavement surface (e.g., wheel stops, etc.) that are not being disturbed, if any.

- B. **Materials.** Subject to compliance with the requirements outlined below, approved materials are as follows:

1. Polymer-Modified Masterseal, SealMaster®
2. Or Engineer approved equal.

See paragraph 6 under the Pavement / Sidewalk section on sheet C2 for additional material requirements. Submit product data sheets for all materials to Engineer for approval.

- C. **Construction.** Perform crack filling operations as indicated on plans prior to installing seal coat.

Protect existing features including, but not limited to, manhole and drainage structures, building foundations/walls, fencing, lighting, signs, etc.

Do not install seal coat on concrete surfaces.

Clean and prepare all asphalt surfaces per Manufacturer's recommendations. At minimum:

1. Edge/remove any overhanging grass/vegetation from cracks and edges of parking areas.
2. Power clean asphalt of all dirt and debris with compressed air and power broom.
3. Prime oil- and gas-stained areas in need of treatment.

Install uniform coat(s) of sealer and sand as recommended by Manufacturer for moderate traffic applications.

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

Pay Item	Pay Unit
Seal Coat - Asphalt Emulsion	Square Feet

Seal Coat – Asphalt Emulsion will be measured by area in square feet of total system installed.

3.8 Pay Item 5017001 "Crack Fill, Hot-Applied"

- A. **Description.** This work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to prepare existing asphalt surfaces, crack cavities, and install crack filler.

B. Materials. Acceptable Manufacturers:

1. Crafc0, Inc.
2. Gemseal Pavement Products
3. Maxwell Products
4. P&T Products, Inc.
5. Or Engineer approved equal.

Crack Filler: ASTM D6690 Type I hot-applied, single-component, polymer-modified bituminous sealant. Contractor to ensure compatibility with Seal Coat – Asphalt Emulsion work.

Construction. Perform crack filling operations as indicated on plans prior to installing seal coat.

Prepare and seal all cracks between 1/4" and 1-1/4" wide. Average crack width is approximately 3/8" wide. Provide a 3" cap (i.e. overband).

Clean and dry cracks using compressed air and other tools to remove loose dirt, vegetation, and deleterious material to satisfaction of the Engineer. Clean cracks no more than 10 minutes before filling.

The Contractor may increase the maximum cap width to 6 inches for coverage of multiple cracks, with Engineer approval.

Place material at air temperatures from 45°F to 85°F. Do not place material if moisture is present in the crack.

Allow the material to cool before opening the road to traffic or applying seal coat. Do not use blotting materials, including sand, aggregate, sawdust, or paper. Repair treated pavement areas, damaged by traffic at no additional cost to the Owner.

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

Pay Item	Pay Unit
Crack Fill – Hot-Applied	Lineal Feet
Crack Fill – Hot-Applied will be measured in lineal feet of crack filler installed.	

3.9 Pay Item 8107051 "Wayfinding Signs, Delegated Design, Sheets C14-C19"

A. Description. This work consists of furnishing all labor, materials, equipment,

supervision and incidentals necessary to design, furnish, and install the Wayfinding Signs as indicated in Drawings, Sheets C14 through C19.

B. **Materials & Construction.** Refer to requirements as indicated in Drawings, Sheets C14 through C19.

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

Pay Item	Pay Unit
Wayfinding Signs, Delegated Design, Sheets C14-C19.....	Lump Sum

END OF SECTION 02000

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ORDER OF PREFERENCE

The specifications in this book shall be taken in the following order of preference. The number one specification supersedes all specifications below it if there is a conflict between the specifications.

1. Special Provisions and Technical Specifications
2. Project Plans and Drawings
3. Supplementary Conditions and General Requirements
4. General Conditions
5. 2020 Michigan Department of Transportation Standard Specifications for Construction, as amended.

This order shall hold throughout these specifications and shall be considered as part the Contract Documents.