

# PLAYGROUND DESIGN AND INSTALLATION SERVICES FOR

Kent Hills Elementary  
Cesar Chavez Elementary  
Martin Luther King, Jr. Leadership Academy (MLK)  
2026 Playground Projects

GRAND RAPIDS PUBLIC SCHOOLS

## REQUEST FOR PROPOSALS

Issued by:

The Ad Hoc Committee  
Professional Service Contractor Selection

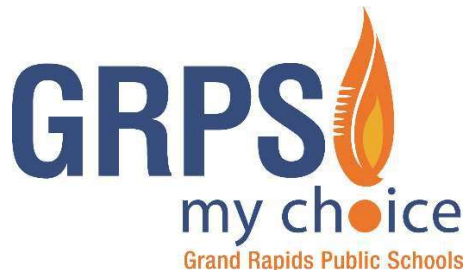
**Proposal Due Date: February 16, 2026 @11a.m.**

Pre-proposal meeting (virtual): Thursday, February 5, 2026, at 11 a.m.

Issuing Office: Grand Rapids Public School District  
Office of Facilities Management & Planning

This is a Qualification Based Selection Process. Complete submittal of information requested in this document is essential to the selection process. Failure to provide this information may result in not being considered for the award of a contract.

January 30, 2026



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PROFESSIONAL SERVICES  
FOR THE  
GRAND RAPIDS PUBLIC SCHOOLS  
2026 PLAYGROUND PROJECTS

GENERAL INFORMATION

A. Purpose

Grand Rapids Public Schools (GRPS) seeks professional design and installation expertise to execute its playground projects. GRPS requests written Proposals in response to this Request for Proposals (RFP) to secure Playground Design and Installation services. At Kent Hills, the school building will also be under interior renovation while the playground is being constructed. All Contractors will be required to coordinate their operations on site. Proposals shall include all work associated with a safe and properly functioning playground, inclusive of landscaping, hardscape, excavation, debris removal, and relocation of existing equipment, as required. Contractors shall include no less than two (2) options with costs per playground. Submittals shall include play layouts, and full-color three dimensional drawings. Provide a complete equipment list with lead times, description, and color/finish options with each design. Playgrounds shall incorporate barrier-free accessible equipment and accessible play opportunities. Contractors shall submit a lump sum price proposal package (Proposal) according to the information in this proposal package.

B. Project Scope

GRPS issues this RFP in its process to obtain Playground Design and Installation services for the renovation of elementary school playgrounds at the following (3) locations – Kent Hills Elementary, Cesar Chavez Elementary and Martin Luther King, Jr. Leadership Academy. Renovating these playgrounds is one of several projects included in the GRPS Master Plan. Playground designs must meet all current safety and ADA accessibility requirements as designated by the State of Michigan.

**Kent Hills Elementary School, 1445 Emerald Ave NE, Grand Rapids**

The grade levels served include PreK through 5<sup>th</sup> grade, with a maximum capacity of approximately 502 students. The building currently includes both Special Education classrooms and PreK classrooms. The projected budget for this project is \$450,000 and is inclusive for all work as shown & described, including play equipment, surfacing and site work. Refer to Appendix B for site specific design criteria. Please note total number of play opportunities on each of the final designs submitted.

**Cesar E. Chavez Elementary School, 1205 Cesar E. Chavez Ave SW, Grand Rapids**

The grade levels served include PreK through 5<sup>th</sup> grade, with a maximum capacity of approximately 548 students. The building currently includes Special Education

classrooms and PreK classrooms. The projected budget for this project is \$450,000 and is inclusive for all work as shown & described, including play equipment, surfacing and site work. Refer to Appendix B for site specific design criteria. Please note total number of play opportunities on each of the final designs submitted.

**Martin Luther King Jr. Leadership Academy, 645 Logan St SE, Grand Rapids**

The grade levels served include PreK through 8<sup>th</sup> grade, with a maximum capacity of approximately 513 students. The building currently includes Special Education classrooms and PreK classrooms. The projected budget for this project is \$450,000 and is inclusive for all work as shown & described, including play equipment, surfacing and site work. Refer to Appendix B for site specific design criteria. Please note total number of play opportunities on each of the final designs submitted.

Successful completion of this project will include the following work. Installation must be completed while the building is unoccupied. Allotted Installation Time will be **June 4, 2026 -August 7, 2026**. Work must be scheduled for the week immediately following the last day of school in the spring and must be completed more than (2) weeks before school begins in the fall. Successful completion of the project includes completion of Punch List items as required prior to Owner acceptance.

The overall GRPS goals for the Playgrounds include the following:

- Include the costs for demolition and disposal of all playground equipment deemed to be replaced.
- Provide barrier-free equipment and play opportunities to support the existing scholar special education population.
- Coordination of work with all other contractors on site.
- Provide (2) options for play surfacing at play equipment. GRPS initiative is to remove all EWF (engineered wood fiber) and use alternative synthetic surfacing around all new equipment, hence reducing the footprint of the current play area.

The tentative schedule for this work is included as Appendix 'A'. The scope of services for this PSC includes but is not limited to the following:

- Meet with administration during the design phase to gather information regarding wants and needs. Minimum of (1) meeting.
- Meet with administration to review design options. Minimum of (2) meetings.
- Maintain and update weekly public information regarding the design and installation progress on the GRPS website.
- Daily coordination with the GRPS project manager.
- Coordinate all work on site with other contractors working on site including work in the building and in other site areas.

- Schedule progress meetings at a minimum interval of weekly and adjust to more frequent meetings as the work requires or GRPS requests.
- Provide detailed minutes from all meetings.
- Provide a detailed project schedule, updated weekly, and notify the GRPS project manager of any extended lead-times or unexpected delays immediately.
- Provide all labor, material, equipment and supervision for the safe, complete, and comprehensive installation of each playground system.
- Obtain all State and local permits required for the installation of a complete playground system.
- Comply with all MIOSHA safety guidelines.
- Must comply with all ANSI and other applicable safety standards.
- Site layout, excavation, installation, concrete foundations/anchors, relocation and/or repair of existing equipment and removal of existing equipment.
- Daily clean-up of site debris.
- Protect adjacent site-work and neighboring property buildings and equipment during installation.
- Off-site equipment storage as required and coordinated delivery of all equipment to the project site, including final cleaning of equipment.
- Owner is not responsible for damaged or stolen materials or equipment left on site.
- Install all equipment in compliance with manufacturer's recommendation and as required to provide a full and complete warranty.
- Provide all Operation and Maintenance manuals for each piece of equipment, inclusive of warranty information, spare parts, playground inspections and certifications, re-certification of existing equipment, etc.
- Final playground certification must be completed by a certified playground safety inspector (CPSI) and submitted to GRPS for their records.
- Equipment must be installed by ANSI certified installer. Contractor to provide final ANSI certification documentation to GRPS for their records.

C. Issuing Office

This RFP is issued by the GRPS Department of Facilities Management & Planning, hereinafter referred to as the issuing office. The Director of this department and point of contact for this Request for Proposals is:

Dale Cammenga, Director Design, Construction & Renovation  
 Grand Rapids Public Schools Service Building  
 900 Union NE  
 Grand Rapids, Michigan 49503

D. Contract Award

Contract award will be undertaken by GRPS with the Professional(s) whose

qualifications and proposal(s) the issuing office determines to be in the District's best interest. [AIA Document A105 - 2017] will be the basis of this agreement. Refer to Appendix 'C'.

E. Submittal Requirements

You are requested to submit a concise, written proposal of services. The submittal requirements are:

- Six (6) copies of your proposal in a sealed, labeled envelope.
- Email (1) electronic copy to [cammengad@grps.org](mailto:cammengad@grps.org)
- Mail or hand deliver to "Mr. Dale Cammenga, Director of Design, Construction & Renovation."

Delivery location is "Grand Rapids Public Schools Service Building  
900 Union NE, Grand Rapids, Michigan 49503"

- Proposals are due no later than **Monday, February 16<sup>th</sup>, 2026 at 11:00 AM.**

Your submittal should be prepared simply and economically, providing a straightforward comprehensive description of the professional's ability to meet the requirements of the request. Submittals must be signed by an official authorized to bind the professional to its provisions.

Your submittal will be considered a contract document. Submittals must remain valid for a minimum of sixty [60] days.

F. Selection Criteria

An Ad Hoc selection committee comprised of GRPS facility and school administrators will evaluate the submittals. The committee's criteria for evaluating the Qualifications Submittals includes, but is not limited to:

1. Clarity of project management approach and related cost / budget and schedule controls
2. Experience with similar projects, for similar clients, with similar contractual relationships
3. Qualifications of key individuals
4. Logistics plan of consultant team, including daily communications, method, proximity to site, etc.
5. Availability of resources for this project
6. Client and contractor references
7. Clarity of project proposal.
8. Accessible play opportunities provided.

9. Safety Surface(s) proposed.
10. Aesthetics of the overall design.

G. Rejection of Submittals

GRPS reserves the right to reject any and all submittals, in whole or in part, received as a result of this Request for Proposals.

H. Incurring Costs

GRPS is not liable for any cost incurred by the professional prior to issuance of a contract.

I. Inquiries

Questions that arise as a result of this Request for Proposals must be submitted in writing to the Office of Facilities Management & Planning, attention to Dale Cammenga, Director of Design & Construction and Renovation, **no later than end of day Monday, February 9<sup>th</sup>, 2026**. Firms must not attempt to contact members of the Ad Hoc committee, GRPS Administration or its Board of Education.

J. Addenda to the Request for Proposals

In the event that it becomes necessary to amend any part of this Request for Proposals, addenda will be provided via fax and/or email to all firms who receive the Request for Proposals.

K. Pre-Submittal Meeting

A Voluntary, non-mandatory, Pre-Submittal Meeting will be held virtually via TEAMS link, on **Thursday, February 5, 2026, at 11 am** local time.

**Microsoft Teams meeting**

**Join:**

<https://teams.microsoft.com/meet/27044798883468?p=CTGrUPf2t6SEbtVswD>

Meeting ID: 270 447 988 834 68

Passcode: b5UE3Mx6

**Dial in by phone**

[+1 989-272-9774](tel:+19892729774), [840559359#](tel:+19892729774) United States, Saginaw

[+1 844-562-1933](tel:+18445621933), [840559359#](tel:+18445621933) United States (Toll-free)

[Find a local number](#)

Phone conference ID: 840 559 359#

L. Playground Contractor Responsibilities

The Playground Contractor is required to assume responsibility for all services offered in the submittal whether or not they possess them within their organization. Further, GRPS will consider the professional to be the sole point of contact with regarding to contractual matters, including payment for any and all charges resulting from the contract. Provide name, address, telephone and fax number, and email address for PSC responding to this RFP. Designate a single representative or prime contact with which the Owner may communicate.



## APPENDIX “A”

### Preliminary Schedule Kent Hills, Cesar Chaves & MLK Playground Renovations

01/30/26	Request for Proposals distributed
02/06/26	Voluntary Pre-Submittal Meeting
02/9/26	Requests for Information Due
02/11/26	Addenda 1 issued
02/16/26	Bid Proposals Due
02/18/26	Proposal Reviews
03/09/26	BOE Approval
06/04/26	Site Mobilization
08/07/26	Installation Complete

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<sup>1</sup> This schedule is provided as an overview of the project and is subject to change as the district's needs change or through negotiation with the successful professional(s)

GRAND RAPIDS PUBLIC SCHOOLS  
**PLAYGROUND PROJECTS**  
CESAR CHAVEZ ELEMENTARY  
KENT HILLS ELEMENTARY  
MARTIN LUTHER KING JR. LEADERSHIP ACADEMY

PROJECT NO. 25.102

SPECIFICATIONS

**Issued for Bids**  
January 29, 2026

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*Owner*

**Grand Rapids Public Schools**  
1331 Martin Luther King Jr. St SE  
Grand Rapids, MI 49506  
ph: 616.819.2000  
contact: Alex Smart

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*Architecture*

**Cornerstone Architects**  
440 Bridge St. NW  
Grand Rapids, MI 49504  
ph: 616.774.0100  
contact: Tom Nemitz, AIA

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*Civil Engineer*

**Gosling Czubak**  
1280 Business Park Dr.  
Traverse City, MI 49686  
ph: 231.946.9191  
contact: Kevin Krogulecki

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**SECTION 00 01 10**  
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<b>DIVISION 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>
000101	Project Title Page
000110	Table of Contents
 <b>DIVISION 02</b>	 <b>EXISTING CONDITIONS</b>
02110	Site Clearing and Preparation
02200	Earthwork
02270	Erosion Control
02513	Concrete Surfaces
02546	Aggregate Surfaces
02792	Playground Synthetic Turf Surfacing
02792	Poured-In-Place Hybrid Playground Surfacing
02900	Site Restoration

**END OF SECTION 00 01 10**

## SECTION 02110

## SITE CLEARING AND PREPARATION

## PART 1 GENERAL

## 1.01 SUMMARY

## A. Section Includes:

1. Clearing site of trees, roots, stumps, brush, and other vegetation.
2. Removing rocks, boulders, and other debris.
3. Removal and disposal of existing improvements.

## 1.02 UNIT PRICES

All work under this section shall be considered incidental to construction, unless specifically indicated on the BID SCHEDULE and referred to in Section 01025 MEASUREMENT AND PAYMENT.

## PART 2 PRODUCTS - Not Used

## PART 3 EXECUTION

## 3.01 SITE CLEARING

## A. General:

1. Clear areas as approved by owner for performance of the work.
2. No tree removal for this project, removal of brush and rock.
3. Work carefully around trees and overhanging branches.
4. Trees and branches shall not be removed without permission of owner.

## 3.02 REMOVAL OF EXISTING IMPROVEMENTS

## A. Curb and gutter (if denoted on plans):

1. Curb and gutter shall be removed only within the limits indicated on the plans and where damaged by the Contractor.
2. The curb shall be saw cut full depth at the noted locations or at the nearest joint.
3. Curbs, catch basins, and other structures to remain shall be protected from damage.

## B. Pavement:

## 1. Concrete pavement:

- a. Concrete pavement to be removed shall be saw cut or removed at the nearest joint.
- b. Saw cuts shall be made by cutting concrete full depth in a straight line.
- c. Concrete pavement not scheduled for removal that is damaged by the Contractor shall be saw cut in a location determined by the Engineer and removed.

## 2. Bituminous pavement:

- a. Pavement damaged by Contractor shall be sawcut, removed, and replaced at no cost to owner.
- b. Any additional pavement damaged by the contractor shall be sawcut in a location determined by the Engineer and removed.

## C. Concrete sidewalk:

1. Existing sidewalks indicated for removal shall be saw cut full depth or removed at the

- nearest joint.
- 2. Sidewalk damaged by Contractor shall be sawcut in a location determined by the Engineer, and replaced at no cost to owner.

3.03 DISPOSAL OF MATERIALS

- A. All concrete, trees, asphalt, gravel, etc. resulting from removal shall become the property of the Contractor.
- B. All removed materials shall be removed from the project site and disposed of properly.
- C. Burning is not permitted without permission from the owner.

END OF SECTION

## SECTION 02200

## EARTHWORK

## PART 1 GENERAL

## 1.01 SUMMARY

- A. Section includes:
  - 1. Excavating, shaping, and grading surface
  - 2. Excavating and backfilling for pipe or sock drain trenches
  - 3. Placing fill and embankments
  - 4. Salvaging and stockpiling select material
  - 5. Disposal of surplus or unsuitable material
  - 6. Other earthwork indicated on the plans for site modification or placement of structures.

## 1.02 QUALITY ASSURANCES

- A. Materials:
  - 1. All materials used as fill or sub-base shall be approved by the Engineer.
  - 2. Determine gradation in accordance with ASTM C-136.
  - 3. Determine percent loss by washing in accordance with ASTM C-117.
- B. Compaction:
  - 1. Determine maximum density using the Modified Proctor Method, ASTM D-1557.
  - 2. Engineer may approve other field determinations of maximum density, such as Michigan Cone.
  - 3. Field determination of in place density shall be by Nuclear Density Method, ASTM D-2922, or other approved method.
- C. Except as modified by this Section, perform earthwork in accordance with Division 2, MDOT Standard Specifications.

## 1.03 SITE CONDITIONS

- A. Soil Borings
  - 1. Soil borings were not conducted at the site.

## 1.04 REFERENCED STANDARDS

Unless otherwise specified, the work for this Section shall conform to the applicable portions of the following Standard Specifications:

ASTM - American Society for Testing and Materials  
MDOT - Michigan Department of Transportation  
OSHA - Occupational Health and Safety Association

## PART 2 PRODUCTS

## 2.01 MATERIALS

- A. General:
  - 1. All fill material shall be approved by the Engineer prior to placement.
  - 2. Fill material shall be free from clay, organic matter, roots, debris, and frozen soil.
  - 3. Obtain fill material from on-site excavations, or from an approved borrow area.
  - 4. Provide Testing Laboratory with access to material source.

- B. Class II and III backfill:  
Granular material meeting requirements of Section 8.02.06 of the MDOT Standard Specifications for construction.
- C. Pipe Bedding:  
Granular material meeting requirements of ASTM D2321
- D. Topsoil:  
Dark brown or black loam, clay loam, or sandy loam, of a fertile, humus soil origin.

## PART 3 EXECUTION

### 3.01 DUST CONTROL

- A. Control dust at the Work area at all times to prevent dust from becoming a nuisance to the public, neighbors, or the work of others on the site.
- B. Provide moisture or otherwise treat surfaces to control dust.

### 3.02 TOPSOIL

- A. Removal:
  - 1. Remove all topsoil from areas to be occupied by structures, improved surfaces, or where new grades are to be established.
  - 2. Stockpile topsoil for future use in finish grading at a site approved by the Engineer.
- B. Application:
  - 1. Provide topsoil over all disturbed areas not occupied by structures or improved surfaces.
  - 2. Spread the stockpiled topsoil over the prepared rough grade to a minimum depth of 4 inches.
  - 3. Provide additional topsoil as required to complete the Work.
  - 4. Finish grade, and rake the topsoil to remove all stones, sticks, roots, and debris in preparation for seeding.
  - 5. Excess topsoil may be used for fill in non critical areas.

### 3.03 EXCAVATING-GENERAL

- A. Excavate to the lines and grades shown on the plans.
- B. Provide safe excavation slopes in accordance with OSHA Regulation 54 FR 45894.
- C. Protect excavation bottoms from frost.
- D. Dispose of excess excavated material off site or on site at a location approved by the Engineer.
- E. Enlarge excavations laterally to provide adequate room for construction or provide shoring and bracing in accordance with Section 02150, as necessary.

### 3.04 EXCAVATING, BACKFILLING, AND COMPACTING FOR STRUCTURES

- A. Over-excavation:
  - 1. In the event clay or stone is encountered at the bottom of the excavation, undercut bottom a minimum of 12 inches.
  - 2. If muck or other deleterious material is encountered, remove this material to a depth where suitable subgrade soil is encountered, unless otherwise instructed by the Engineer.
  - 3. Backfill to proposed subgrade elevation with Class II material.

4. Compact backfill in lifts not exceeding 9 inches to 95% Modified Proctor density.

B. Backfilling:

1. Remove all debris from excavation prior to backfilling.
2. Compact excavation bottom to 95 % Modified Proctor density to a depth of 2 feet prior to placing backfill.
3. Backfill material shall be Class II sand.
4. Do not backfill against cast in place structures until approved by the Engineer.
5. Do not backfill on only one side of a vertical wall unless the walls are adequately shored or the permanent structure is in place.
6. Compact backfill in lifts not exceeding 9 inches to 95% Modified Proctor density.

3.05 EXCAVATING, BACKFILLING, AND COMPACTING FOR ROAD SUBGRADE, PAVED SURFACES AND APPURTENANCES

A. Subgrade undercutting:

1. Remove all peat, muck, topsoil and other organic matter from the roadway subgrade.
2. Remove all soils other than granular materials within 15 inches of the proposed subgrade elevation.
3. Place Class II sand and compact to 95% Modified Proctor density to proposed subgrade elevation.
4. Extend undercutting of unsuitable materials to the limit of a 1 on 1 slope spreading outward from the grade and location of the outside edge of the finished pavement, curb, or other improved surface.

B. Backfilling around curbs, sidewalks, and appurtenances:

1. Remove all debris from excavation prior to backfilling.
2. Compact excavation bottom to 95 % Modified Proctor density to a depth of 2 feet prior to placing backfill.
3. Backfill material shall be Class II sand.
4. Do not backfill against cast in place structures until approved by the Engineer.
5. Compact backfill in lifts not exceeding 9 inches to 95% Modified Proctor density.

3.06 EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES

A. Trench excavation:

1. Conduct excavation in a safe and orderly manner at all times, in compliance with all applicable safety regulations.
2. Use hand tools where mechanical equipment will cause damage to adjacent trees, structures, or utilities.
3. Excavate trench to the cross-section shown on the trench detail.
4. Do not excavate the trench ahead of the pipe laying operation more than the Contractor can reasonably expect to backfill by the end of the work day.
5. Support and protect all existing utilities encountered within the trench.
6. Place excavated material where it will not obstruct sidewalks, driveways, roadways, or the work of others.
7. Undercutting
  - a. In the event clay or stone is encountered at the bottom of the excavation, undercut the bottom a minimum of 6 inches.
  - b. Undercut the trench a minimum of 6 inches for plastic water main or sanitary sewers in all soils.
  - c. If muck or other deleterious material is encountered, remove this material suitable soil, unless modified by the Engineer.
  - d. Backfill to proposed pipe grade with material meeting ASTM D2321 compacted to 95% Modified Proctor density.

B. Pipe bedding:



1. Grade trench bottom to provide uniform, firm, and stable surface, free from rocks and other unsuitable materials.
  2. Provide a tamped sand bedding for the full length of the pipe barrel, with recesses excavated for the joints.
  3. Bedding material shall meet requirements of ASTM D2321.
  4. Place bedding simultaneously on each side of the pipe for the full width of the trench, to a depth of 1 foot above the pipe.
  5. Place bedding in 9 inch layers and compact to 95% Modified Proctor Density, being careful not to displace the pipe laterally.
- C. Trench backfill, critical areas:
1. Class II material in areas under or within 10 feet of structures or improved surfaces.
  2. Place in layers not exceeding 9 inches and compact each layer, by mechanical means, to 95% Modified Proctor density.
  3. If trench settles greater than 1 inch within the one year following Owner's acceptance of project, the Contractor shall bring the trench back to grade and restore the surface at no additional cost to the Owner.
- D. Trench backfill, non-critical areas:
1. Class III material approved by the Engineer, free from frozen soil, vegetation, and debris.
  2. Place in layers not exceeding 12 inches and compact each layer by mechanical means to a minimum of 90% Modified Proctor density.
- E. Pipe protection:
1. Mound and compact additional granular backfill over pipe, if required, to provide a minimum cover depth of 3 feet to protect pipe while construction equipment is operating on site.
  2. Remove additional backfill when grading to achieve finished grade.

### 3.07 CONTROLLED FILLS AND EMBANKMENTS

- A. General:
1. All filling under or within a 1:1 slope from the outer edge of buildings, structures, or improved surfaces shall be controlled fill.
  2. Material: Class II granular material, unless otherwise specified by the Engineer.
- B. Placing fill:
1. Remove topsoil roots and stumps to a depth of 12 inches prior to placing fill.
  2. Compact existing ground to 95% Modified Proctor density prior to placing fill.
  3. Spread fill in uniform layers not exceeding 9 inches and compact to 95% Modified Proctor density.
- C. Compaction:
1. Compacting equipment shall be heavy duty, rolling drum, vibrating type.
  2. Use pneumatic tire rollers in predominantly granular soils.
  3. Use sheepsfoot type roller in predominantly clay soils.
  4. Use hand operated vibrating sled for compaction around structures.
  5. Other methods of producing equivalent results will be allowed when approved by the Engineer.
  6. Density in areas under or adjacent to structures or improved surfaces shall be to 95% Modified Proctor density.
  7. Density in other locations shall be to 90% Modified Proctor density.
- D. Moisture:
- If material is too wet or dry for satisfactory compaction, adjust moisture content as required.

**3.08 GRADING**

- A. Conform to lines, contours, and spot elevations shown on the plans.
- B. Perform finish grading on ground surfaces to an accuracy of plus or minus 0.1 feet.
- C. Perform finish grading on improved surfaces to an accuracy of plus or minus 0.05 feet.
- D. If no grading plan provided, ensure the areas are graded to drain and avoid ponding. Match existing adjacent pavement grades where present.

END OF SECTION

SECTION 02270  
EROSION CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes, work necessary for effective temporary and permanent soil erosion and sedimentation control.
- B. Related Sections:
  - 1. Section 02200 EARTHWORK

1.02 UNIT PRICES

Temporary and permanent erosion control measures will be considered incidental to the construction, unless specifically indicated on the BID SCHEDULE and referred to in Section 01025 MEASUREMENT AND PAYMENT.

1.03 QUALITY ASSURANCES

Perform all Work in accordance with the Michigan Soil Erosion and Sedimentation Control Act, Part 91 of Act 451, P.A. 1994, and with the requirements of the local agencies having jurisdiction over the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Seed, fertilizer, and mulch: Provide as specified in Section 02900 LANDSCAPING.
- B. Provide temporary and permanent structures and materials in accordance with the Michigan Department of management and Budget Keying System. See Figure 1 at the end of this section.
- C. Mulch blanket:
  - 1. Materials: 100% straw sewn into a lightweight, photo degradable netting.
  - 2. Model: S75.
  - 3. Straw content: 0.5 pounds per square yard.
  - 4. Manufacturer: North American Green.
- D. Geotextile filter fabric:
  - 1. Materials: Mechanically bonded, non-woven geotextile.
  - 2. Manufacturer: Amoco
  - 3. Model: CEF 4553
  - 4. Tensile strength: 203 lbs. (ASTM D-4632).
  - 5. Tensile elongation: 50% min. (ASTM D-4632).
  - 6. Tear strength: 80 lbs. (ASTM D-4533).
  - 7. Puncture strength: 130 lbs. (ASTM D-4833).
  - 8. Apparent opening size: 100 sieve (ASTM D-4751).

- E. Rip rap stone: (4-6")
  - 1. Material: native fieldstone from local gravel pits, exhibiting sound structure and strength for the intended use.
  - 2. Size: 1" to 6" stone.
  - 3. Gradation:
    - a.  $D_{100} = 6$  inch
    - b.  $D_{50} = 4$  inch
    - c.  $D_{10} = 2$  inch
- F. Rip rap stone: (10-12")
  - 1. Material: native fieldstone from local gravel pits, exhibiting sound structure and strength for the intended use.
  - 2. Size: 6" to 12" stone.
  - 3. Gradation:
    - a.  $D_{100} = 12$  inch
    - b.  $D_{50} = 10$  inch
    - c.  $D_{10} = 8$  inch
- G. Silt fence:
  - 1. Conforming to Michigan Department of Transportation Standard Specifications.

### PART 3 EXECUTION

#### 3.01 GENERAL

Conduct site evaluation with the Engineer and the soil erosion control officer prior to starting work.

#### 3.02 TEMPORARY EROSION CONTROL

- A. Minimize the area of earth disturbed at any one time.
- B. Provide berms or ditches to divert storm runoff from the construction area when steep slopes or highly erodible soils are present.
- C. Contain all sedimentation on site by using straw bales, filter fence, or sedimentation basins.

#### 3.03 PERMANENT EROSION CONTROL

- A. When final grades have been established, provide topsoil, seed, fertilizer, and mulch.
- B. Water all seeded areas as necessary to establish proper vegetative cover.
- C. Should erosion occur within the guarantee period, regrade and reseed the disturbed area at no additional cost to the Owner.

#### 3.04 MULCH BLANKET

- A. Provide mulch blanket on all slopes 3:1 or steeper, that are disturbed during construction or as indicated on the plans.
- B. Prepare soil prior to placing mulch blanket with topsoil, seed and fertilizer.
- C. Place mulch blanket from top of slope down so overlap seams run parallel to slope.

















- D. Overlap seams a minimum of 2" on parallel seams, and six inches, shingle style, on perpendicular splices.

END OF SECTION



# MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

## S-E-S-C KEYING SYSTEM

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
<b>EROSION CONTROLS</b>			
E1	SELECTIVE GRADING AND SHAPING		To reduce steep slopes and erosive velocities.
E2	GRUBBING OMITTED		For use on steep slopes to prevent rilling, gullying, and reduce sheet flow velocity or where clear vision corridors are necessary.
E3	SLOPE ROUGHENING AND SCARIFICATION		Where created grades cause increased erosive velocities. Promotes infiltration and reduces runoff velocity.
E4	TERRACES		On relatively long slopes up to 8% grades with fairly stable soils.
E5	DUST CONTROL		For use on construction sites, unpaved roads, etc. to reduce dust and sedimentation from wind and construction activities.
E6	MULCH		For use in areas subject to erosive surface flows or severe wind or on newly seeded areas.
E7	TEMPORARY SEEDING		Stabilization method utilized on construction sites where earth change has been initiated but not completed within a 2 week period.
E8	PERMANENT SEEDING		Stabilization method utilized on sites where earth change has been completed (final grading attained).
E9	MULCH BLANKETS		On exposed slopes, newly seeded areas, new ditch bottoms, or areas subject to erosion.
E10	SODDING		On areas and slopes where immediate stabilization is required.
E11	VEGETATED CHANNELS		For use in created stormwater channels. Vegetation is used to slow water velocity and reduce erosion within the channel.
E12	RIPRAP		Use along shorelines, waterways, or where concentrated flows occur. Slows velocity, reduces sediment load, and reduces erosion.
E13	GABION WALLS		On newly created or denuded stream banks to reduce velocity until permanent stabilization is achieved or on existing banks to retard erosive velocities.
E14	ENERGY DISSIPATOR		Where the energy transmitted from a concentrated flow of surface runoff is sufficient to erode receiving area or watercourse.
E15	TEMPORARY SLOPE DRAIN		Where surface runoff temporarily accumulates or sheet flows over the top of a slope and must be conveyed down a slope in order to prevent erosion.
E16	SLOPE DRAIN		Where concentrated flow of surface runoff must be permanently conveyed down a slope in order to prevent erosion.

B = BIOENGINEERING



# MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

## S-E-S-C KEYING SYSTEM

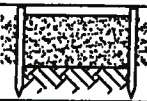



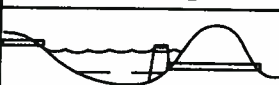
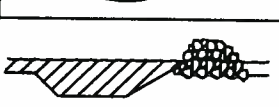




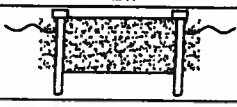
KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
E17	CELLULAR CONFINEMENT SYSTEMS		Used on steep slopes and high velocity channels.
E18	PLASTIC SHEETS		Used on exposed slopes, seeded areas, new ditch bottoms, and areas subject to surface runoff and erosion. Used as a liner in temporary channels and to stabilize stockpiles.
E19	TEMPORARY DRAINAGEWAY/ STREAM CROSSING		Use on construction sites where stream/drainageway crossings are required.
E20	TEMPORARY BYPASS CHANNEL		Use within existing stream corridors when existing flow cannot be interrupted, and at culvert and bridge repair sites
E21	LIVE STAKING		In areas requiring protection of slopes against surface erosion and shallow mass wasting.
EROSION / SEDIMENT CONTROLS			
ES31	CHECK DAM		Used to reduce surface flow velocities within constructed and existing flow corridors.
ES32	STONE FILTER BERM		Use primarily in areas where sheet or rill flow occurs and to accommodate dewatering flow.
ES33	FILTER ROLLS		In areas requiring immediate protection of slopes against surface erosion and gully formation and for perimeter sediment control.
ES34	SAND FENCE		For use in areas susceptible to wind erosion, especially where the ground has not yet been stabilized by other means.
ES35	DEWATERING		Use where construction activities are limited by the presence of water and dry work is required.
ES36	DIVERSION DIKE/BERM		Within existing flow corridors to address or prevent erosion and sedimentation, or on disturbed or unstable slopes subject to erosive surface water velocities.
ES37	DIVERSION DITCH		In conjunction with a diversion dike, or where diversion of upslope runoff is necessary to prevent damage to unstabilized or disturbed construction areas.
ES38	COFFERDAM/SHEET PILINGS		Constructed along or within water corridor or waterbody to provide dry construction area.
ES39	STREAMBANK BIOSTABILIZATION		For use along banks where stream and riparian zones may have difficulty recovering from the long-term effects of erosion.
ES40	POLYMERS		To minimize soil erosion and reduce sedimentation in water bodies by increasing soil particle size.
ES41	WATTLES		In areas requiring protection of slopes against surface erosion and gully formation.

B = BIOENGINEERING



# MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

## S-E-S-C KEYING SYSTEM

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
SEDIMENT CONTROLS			
S51	SILT FENCE		Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.
S52	CATCH BASIN SEDIMENT GUARD		Use in or at stormwater inlets, especially at construction sites.
S53	STABILIZED CONSTRUCTION ACCESS		Used at every point where construction traffic enters or leaves a construction site.
S54	TIRE WASH		For use on construction sites where vehicular traffic requires sediment removed from its tires in highly erosive areas.
S55	SEDIMENT BASIN		At the outlet of disturbed areas and at the location of a permanent detention basin.
S56	SEDIMENT TRAP		In small drainage areas, along construction site perimeters, and above check dams or drain inlets.
S57	VEGETATED BUFFER/FILTER STRIP		Use along shorelines, waterways, or other sensitive areas. Slows velocity, reduces sediment load, and reduces erosion in areas of sheet flow.
S58	INLET PROTECTION FABRIC DROP		Use at stormwater inlets, especially at construction sites.
S59	INLET PROTECTION FABRIC FENCE		Use at stormwater inlets, especially at construction sites.
S60	INLET PROTECTION STONE		Use around urban stormwater inlets.
S61	TURBIDITY CURTAIN		Use during construction adjacent to a water esource, to contain sediment within the work area when other BMP's cannot be used.

B = BIOENGINEERING



SECTION 02513  
CONCRETE SURFACES

## PART 1 GENERAL

## 1.01 SUMMARY

- A. Section includes, all materials, labor, tools, and equipment necessary for the construction of concrete surfaces, including sidewalks and curb and gutter.
- B. Related Sections:
  - 1. Section 02200 EARTHWORK

## PART 2 PRODUCTS

## 2.01 MATERIALS

- A. Concrete reinforcement:
  - 1. Conform to MDOT Section 8.05.
- B. Concrete:
  - 1. Conform to MDOT Section 6.08, 6.09, and 7.01.
  - 2. MDOT Grade 35P, 3500 psi concrete mix.
- C. Joint filler:
  - 1. Fiber joint filler conforming to ASTM D-1751.
- D. Sand base:
  - 1. Provide compacted sand base as specified in Section 02200, EARTHWORK.

## PART 3 EXECUTION

## 3.01 EARTHWORK

- A. Perform all earthwork necessary to conform to the finish grades shown on the Plans.
- B. Prepare base as specified in Section 02200, EARTHWORK.
- C. Backfill and compact all voids remaining after forms are removed.

## 3.02 CONCRETE PAVEMENT

- A. Construct concrete pavement as shown on plans in conformance with Section 4.50 of the MDOT Standard Specifications.
- B. Dimensions:
  - 1. Length: As required to replace existing, or as shown on Plans.
  - 2. Width: Meet existing, or as shown on Plans.
  - 3. Thickness: 9" minimum or greater if required to meet existing.
  - 4. Slope: Meet existing, slope to drain.
- C. Joints:
  - 1. Concrete pavement joints shall be placed in a pattern as shown in MDOT Standard Plan II-

- 42 series, Sheet 5 of 6, "Joints for Concrete Pavement Widening".
2. Transverse construction joints, Symbol C, shall be placed to match joints in the existing pavement.

D. Reinforcement:

1. Wire fabric reinforcement shall be placed in all concrete pavement in accordance with MDOT Standard Plan II-45 series.

E. Finish: Finish surface in accordance with MDOT Specification 4.50.

### 3.03 SIDEWALKS

A. Construct in conformance with Section 6.11 of the MDOT Standard Specifications.

B. Dimensions:

1. Length: As shown on the Plans.
2. Width: As noted on Plans.
3. Thickness:
  - a. 4" except where thickened at drive approaches.
  - b. 6" at drive approaches as detailed on plans.
4. Slope:  $\frac{1}{4}$ " per foot toward curb.

C. Joints:

1. Expansion joints:
  - a. Provide  $\frac{1}{2}$ " expansion joints as shown on the Plans and as follows:
    - i. At ends of thickened sidewalk.
    - ii. At a maximum spacing of 50 feet.
    - iii. Around permanent structures in sidewalk.
    - iv. Between back of curb and sidewalk.
    - v. Sidewalk ramps meet back of curb.
2. Plane of weakness joints:
  - a. At intervals equal to the sidewalk width, or at a maximum 10 feet.
  - b. In thickened sidewalk at outer edges of driveways.
  - c. Where permanent structures are located in sidewalk.

D. Finish: Finish surface in accordance with MDOT Specification 6.11.

### 3.04 CURB AND GUTTER

A. Construct curb and gutter in accordance with Section 6.09 of the MDOT Standard Specifications.

B. All new curb and gutter shall be the Type, shown on the Plans.

C. Curb openings as detailed on Plans, installed at existing driveways at the location of existing curb openings.

D. Depressed curbs to 1" height at sidewalk ramps and driveway openings.

E. Joints:

1. Provide 1" expansion joints at:
  - a. Saw cut curb ends.
  - b. Curb radius spring points.
  - c. Approximately 10 feet each side of all catch basins.
2. Provide contraction joints at:
  - a. Opposite all transverse contraction joints in concrete pavement.
  - b. At 40 foot maximum intervals.
3. Joints shall confirm with MDOT Standard Plan II-30 series.

- F. Finish: Finish surface in accordance with MDOT Specification 6.09.

### 3.05 SIDEWALK RAMPS

- A. Construct MDOT ADA sidewalk ramps with detectable warning strips (tactile strips) at all locations where new sidewalks meet curbs.
- B. Construct in accordance with MDOT Special Detail R-28-F and Section 803 of the MDOT Standard Specifications.
- C. Dimensions:
  - 1. Length: As shown on the Plans.
  - 2. Width: 4 feet, unless noted otherwise.
  - 3. Thickness:
    - a. 6" unless otherwise noted on Plans.
    - b. Special thickness requirements are noted on the Plans.
- D. Joints:
  - 1. Provide control joints at 5 feet on center.
  - 2. Provide expansion joints at intervals not exceeding 50 feet and between all abutting buildings and structures.
- E. Finish: Finish surface in accordance with MDOT Standard Specification Section 803.

END OF SECTION

SECTION 02546  
AGGREGATE SURFACES

## PART 1 GENERAL

## 1.01 SUMMARY

- A. Section includes all labor, materials, tools, and equipment necessary for the complete installation of aggregate surfaces, including roadways, driveways, and parking areas. Also includes providing, shaping and grading the sand base.

## 1.02 UNIT PRICES

Refer to Section 01025 MEASUREMENT AND PAYMENT

## 1.03 QUALITY ASSURANCES

- A. Testing:
  - 1. All materials used as fill, sub-base, or final surfaces shall be approved by the Engineer.
  - 3. Provide aggregate gradation pit report of aggregates for approval by Engineer prior to purchase and installation.
- B. Compaction:
  - 1. Aggregate surfaces shall be compacted to minimum required density.

## PART 2 PRODUCTS

## 2.01 MATERIALS

- A. ¾" crushed limestone 6AA

## PART 3 EXECUTION

## 3.01 AGGREGATE SURFACES

- A. Place a minimum depth of 6 inches compacted in place.
- B. Compact to 98% maximum density.
- C. Adjust moisture content as required to achieve compaction.
- D. Grading:
  - 1. Finish surface grade to conform to the elevations and cross sections shown on the Plans.
  - 2. Contractor is responsible for verifying proper finish grades.

END OF SECTION

**SECTION 02792**

**PLAYGROUND SYNTHETIC TURF SURFACING**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes: Interlocking tile and synthetic turf, playground safety surfacing: Turf.

**1.2 RELATED SECTIONS**

- A. Section 02110 – Site Clearing and Preparation
- B. Section 02200 - Earthwork

**1.3 REFERENCES**

- A. ASTM F 1292 - Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- B. ASTM F1951- Standard Specification for Determination of Accessibility of surface Systems Under and Around Playground Equipment.
- C. US Consumer Product Safety Commission (CPSC) Handbook for Playground Safety.

**1.4 SUBMITTALS**

- A. Submit listed submittals in accordance with conditions of the contract and Division 1 submittal procedures section.
- B. Product Data: Submit manufacturer's product data
- C. Verification Samples: Submit manufacturer's samples of Turf playground surfacing of at least 8 inches by 8 inches.
- D. Test Reports: Submit test reports from qualified independent testing agency indicating results of the following tests:
  - 1. Impact Attenuation: ASTM F 1292
  - 2. Wheelchair Accessibility: ASTM F 1951
- E. Certificate of Compliance:

## OWNER PROVIDED SPECIFICATION

1. Submit manufacturer's certificate of compliance indicating materials comply with specified requirements.
  2. Submit certificate of qualifications of the playground surfacing installer
- F. Manufacturer's Project References:
1. Submit list of successfully completed projects.
  2. Include project name, location, and name of owner's representative.
- G. Installer's Project References:
1. Submit list of successfully completed projects.
  2. Include project name, location, and name of owner's representative.
- H. Maintenance Instructions: Submit manufacturer's maintenance and cleaning instructions.
- I. Warranty: Submit manufacturer's standard warranty.

### **1.5 QUALITY ASSURANCE**

- A. Installer's Qualifications:
1. Utilize an installer with successful experience in installation of turf playground safety surfacing of similar type to that specified.
  2. Employ persons trained for installation of turf playground safety surfacing.
  3. Approved by manufacturer.

### **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. General: Comply with Division 1 Product Requirement Section.
- B. Delivery: Deliver materials in manufacturer's original, unopened containers with original product identification labels.
- C. Storage and Protection:
1. Store materials in accordance with manufacturer's instructions.
  2. Store materials in a dry area at a minimum temperature of 50 degrees F (10 degrees C) for a minimum of 72 hours before installation.
- D. Handling: Protect materials during handling and installation from harmful environmental conditions.

### **1.7 PROJECT CONDITIONS**

- A. Material Temperature: Ensure material temperature is a minimum of 50 degrees F (10 degrees C) at time of installation.
- B. Air Temperature: Install surfacing when ambient temperature is a minimum of 40 degrees F (4 degrees C) and a maximum of 90 degrees F (32 degrees C) for a minimum of 24 hours before, during, and after installation.

## **1.8 WARRANTY**

- A. Project Warranty: Refer to conditions of the contract for project warranty provisions.
- B. Manufacturers Warranty: Submit manufacturers standard warranty document.
- C. Materials and Workmanship: playground surfacing shall be warranted for defects in materials and workmanship for 8 years from date of completed installation.
- D. Performance: playground surfacing shall be warranted to meet drop height performance requirements of ASTM F 1292 for 8 years from date of completed installation.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURER**

- A. Rubberecycle LLC., 1985 Rutgers University Blvd, Lakewood, NJ 08701. Toll Free (888) 4366846. Phone (732) 363-0600. Fax (732) 370-4247. Website [www.rubbermulch.com](http://www.rubbermulch.com). E-mail [info@rubbermulch.com](mailto:info@rubbermulch.com), or Owner approved alternate.

### **2.2 SYNTHETIC PLAYGROUND SURFACING**

- A. Interlocking Tile/Turf Hybrid Surfacing:
  - 1. Description: Four-component, playground surfacing consisting of an interlocking vulcanized rubber tray impact attenuating layer, filled with a loose SBR rubber granule ballast layer and a decorative, synthetic turf top layer in-filled with sand ballast.
  - 2. Compliance: Meet or exceed CPSC guidelines for impact attenuation.
  - 3. Tray system: Vulcanized interlocking rubber tray engineered with 81 hollow cavities.
    - a. Weight: 30 pounds
    - b. Size: 36 inches X 36 inches
    - c. Thickness: 3 inches
  - 4. Ballast Course: Rubber infill Shall consist of clean, processed SBR tire rubber only.
    - a. Thickness: 3 inches
    - b. Size Distribution: 4 mesh-10 mesh (+/- 2%)
    - C. Fiber Content: Maximum 2% by weight. Embedded fiber only
  - 5. Decorative wear course: Synthetic Turf
    - a. Yarn Type: PE & PP
    - b. Yarn Structure: Monofilament
    - c. Pile Height: 1.75"
    - d. Face Weight: 80 oz total weight 105 oz
    - e. Stitches per m2: 17,300
  - 6. Total System Thickness: 4.25 inches
- B. Test Results (In field – post installation) at 8 feet:
  - 1. Impact Attenuation, ASTM F 1292:
    - a. Gmax: Less than 150.
    - b. Head Injury Criteria (HIC): Less than 500.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Site Verification of Conditions: Verify that substrate conditions are suitable for installation of GENESIS surfacing.
- B. Verify that the appropriate sub-grade elevation has been established for the particular safety surface being installed.
- C. Verify that the subsurface has been installed per the architectural, site or equipment plans including accessibility and use zones. Notify Architect if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

### **3.2 PREPARATION**

- A. Prepare subsurface in accordance with manufacturer's instructions and recommendations
- B. Compacted Stone:
  - 1. Compacted, stone subsurface shall be as specified in Section 02546
  - 2. Tolerance of stone sub-base shall be within 3/8 inch (10 mm) in 10 feet
  - 3. Verify that aggregate sub-base has been fully compacted in 2 inch watered lifts to 95 percent SPD.

### **3.3 INSTALLATION**

- A. Do not proceed with installation until all applicable site work, including substrate preparation, playground equipment installation and other relevant work has been completed.
- B. Install playground safety surfacing in accordance with manufacturer's instructions at locations indicated on the Drawings.
- C. Ensure prepared subsurface is dry and clean.
- D. Secure edges in accordance with manufacturer's edge detail instructions and as indicated on the Drawings.

### **3.4 FIELD QUALITY CONTROL**

- A. Post Installation Safety Testing: ASTM F 1292 Field Test Method
  - 1. Provide testing of playground safety surfacing system within 30 days of installation. Contractor shall give the Architect and the owner 48 hours previous notice.
  - 2. Conduct testing by competent persons trained in the use of test equipment
  - 3. Determine compliance with ASTM 1292-09 unless otherwise specified in this section.
  - 4. Provide written report of findings to Owner and Landscape Architect, with photographs.

### **3.4 CLEANING**



OWNER PROVIDED SPECIFICATION

- A. Clean playground safety surfacing in accordance with manufacturer's instructions.

**3.5 PROTECTION**

- B. Protect completed playground safety surfacing from damage during construction and curing.

**END OF SECTION**

# OWNER PROVIDED SPECIFICATION

## SECTION 02792

### POURED-IN-PLACE HYBRID PLAYGROUND SURFACING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes: Poured-in-Place, playground safety surfacing: RubberBond Hybrid System.

##### 1.2 RELATED SECTIONS

- A. Section 02546 - Granular aggregate subsurface.
- B. Section 02880 - Play Field Equipment and Structures: Playground equipment.

##### 1.3 REFERENCES

- A. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers Tension.
- B. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- C. ASTM C 1028 - Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method.
- D. ASTM D 2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials.
- E. ASTM F 1292 - Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- F. ASTM F 1551-03 – Standard Test Methods for Comprehensive Characterization of Synthetic Turf Playing Surfaces and Material: Suffix-DIN 18-035, Part 6: Water Permeability of Synthetic Turf Systems and Permeable Bases.
- G. US Consumer Product Safety Commission (CPSC) Handbook for Playground Safety.

##### 1.4 SUBMITTALS

- A. Submit listed submittals in accordance with conditions of the contract and Division 1 submittal procedures section.

## OWNER PROVIDED SPECIFICATION

- B. Product Data: Submit manufacturer's product data
- C. Verification Samples: Submit manufacturer's samples of RubberBond playground surfacing of at least 8 inches by 8 inches.
- D. Test Reports: Submit test reports from qualified independent testing agency indicating results of the following tests:
  - 1. Tensile Strength: ASTM D 412
  - 2. Elongation at Break: ASTM D 624
  - 3. Slip Resistance: ASTM C 1028
  - 4. Fire Resistance: ASTM D2859
  - 5. Permeability: ASTM 1551-03
  - 6. Impact Attenuation: ASTM F 1292
- E. Certificate of Compliance:
  - 1. Submit manufacturer's certificate of compliance indicating materials comply with specified requirements.
  - 2. Submit certificate of qualifications of the playground surfacing installer
- F. Manufacturer's Project References:
  - 1. Submit list of successfully completed projects.
  - 2. Include project name, location, and name of owner's representative.
- G. Installer's Project References:
  - 1. Submit list of successfully completed projects.
  - 2. Include project name, location, and name of owner's representative.
- H. Maintenance Instructions: Submit manufacturer's maintenance and cleaning instructions.
- I. Warranty: Submit manufacturer's standard warranty.

### 1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Manufacturer shall meet a minimum of 1 of the following 2 requirements.

## OWNER PROVIDED SPECIFICATION

1. Engaged in manufacturing of poured-in-place playground safety surfacing of similar type to that specified, with a minimum of 5 years successful experience.
2. Furnished a minimum of 100,000 square feet of poured-in-place playground safety surfacing of similar type to that specified.

### B. Installer's Qualifications:

1. Utilize an installer with successful experience in installation of poured-in-place hybrid playground safety surfacing of similar type to that specified.
2. Employ persons trained for installation of poured-in-place hybrid playground safety surfacing.
3. Approved by manufacturer.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. General: Comply with Division 1 Product Requirement Section.
- B. Delivery: Deliver materials in manufacturer's original, unopened containers with original product identification labels.
- C. Storage and Protection:
  1. Store materials in accordance with manufacturer's instructions.
  2. Store materials in a dry area at a minimum temperature of 50 degrees F (10 degrees C) for a minimum of 72 hours before installation.
- D. Handling: Protect materials during handling and installation from harmful environmental conditions.

## 1.7 PROJECT CONDITIONS

- A. Material Temperature: Ensure material temperature is a minimum of 50 degrees F (10 degrees C) at time of installation.
- B. Air Temperature: Install surfacing when ambient temperature is a minimum of 40 degrees F (4 degrees C) and a maximum of 90 degrees F (32 degrees C) for a minimum of 24 hours before, during, and after installation.

## 1.8 WARRANTY

## OWNER PROVIDED SPECIFICATION

- A. Project Warranty: Refer to conditions of the contract for project warranty provisions.
- B. Manufacturers Warranty: Submit manufacturers standard warranty document.
- C. Materials and Workmanship: RubberBond playground surfacing shall be warranted for defects in materials and workmanship for 7 years from date of completed installation.
- D. Performance: RubberBond playground surfacing shall be warranted to meet drop height performance requirements of ASTM F 1292 for 7 years from date of completed installation.

## PART 2 PRODUCTS

### 2.1 MANUFACTURER

- A. Rubberecycle LLC., 1985 Rutgers University Blvd, Lakewood, NJ 08701. Toll Free (888) 436-6846. Phone (732) 363-0600. Fax (732) 370-4247. Website [www.rubbermulch.com](http://www.rubbermulch.com). E-mail [info@rubbermulch.com](mailto:info@rubbermulch.com).

### 2.2 RUBBERBOND PLAYGROUND SURFACING

- A. Poured-in-Place Hybrid Surfacing: "RubberBond".
  - 1. Description: Dual-component, playground surfacing consisting of a compacted loose-fill base layer and a resilient, seamless poured-in-place top surface.
  - 2. Compliance: Meet or exceed CPSC guidelines for impact attenuation.
  - 3. Material: SBR rubber shreds and granules mixed with 100 percent solids MDI polyurethane binding agent and specially formulated pigments for color.
  - 4. Base Course: Loose SBR shredded rubber mulch
    - a. Compacted Weight: 34 pounds per cu.ft
    - b. Thickness: Sufficient to meet impact attenuation requirements as determined by designated fall height of playground equipment.
  - 5. Wear Course: Granulated SBR rubber granules mixed with 100% solids MDI polyurethane binder and pigment.
    - a. Thickness: 1.5 inches minimum

## OWNER PROVIDED SPECIFICATION

- b. Binder to Rubber Ratio: 21 percent.
  - c. Compacted Density: 40 pcf.
  - d. Thickness: [1 1/2 inch]
- 6. Total Thickness: As required to meet specific impact attenuation requirements as set forth in the contract.
- 7. Colors: [Black] [Blue] [Light Blue] [Terra Cotta] [Brown] [Forest Green] [Owner specified].
- B. Test Results (In field – post installation):
  - 1. Impact Attenuation, ASTM F 1292:
    - a. Gmax: Less than 150.
    - b. Head Injury Criteria (HIC): Less than 800.
  - 2. Minimum Static Coefficient of Friction, ASTM C 1028:
    - a. Dry: 0.74
    - b. Wet: 0.55
  - 3. Tensile Strength, ASTM D 412: 10 - 15 psi. Elongation: 10-15%
  - 4. Tear Strength, ASTM D 624: 4.5 pounds/force/inch
  - 5. Flammability, Burning Pill, ASTM D 2859: Pass.
  - 6. Permeability, ASTM F 1551 -03, Part 6: 2200 inches/hour

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Site Verification of Conditions: Verify that substrate conditions are suitable for installation of poured-in-place surfacing.
- B. Verify that the appropriate sub-grade elevation has been established for the particular safety surface being installed.
- C. Verify that the subsurface has been installed per the architectural, site or equipment plans including accessibility and use zones. Notify Architect if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

### 3.2 PREPARATION

## OWNER PROVIDED SPECIFICATION

- A. Prepare subsurface in accordance with manufacturer's instructions and recommendations
- B. Compacted Stone:
  - 1. Compacted, stone subsurface shall be as specified in Section 02546.
  - 2. Tolerance of stone sub-base shall be within 3/8 inch (10 mm) in 10 feet
  - 3. Verify that aggregate sub-base has been fully compacted in 2 inch watered lifts to 95 percent SPD.

### 3.3 INSTALLATION

- A. Do not proceed with installation until all applicable site work, including substrate preparation, playground equipment installation and other relevant work has been completed.
- B. Install poured-in-place playground safety surfacing in accordance with manufacturer's instructions at locations indicated on the Drawings.
- C. Ensure prepared subsurface is dry and clean.
- D. Install edges in accordance with manufacturer's edge detail instructions and as indicated on the Drawings.
- E. Install cold seams in areas containing graphics and as indicated on the Drawings.

### 3.5 FIELD QUALITY CONTROL

- A. Post Installation Safety Testing: ASTM F 1292 Field Test Method
  - 1. Provide testing of playground safety surfacing system within 30 days of installation. Contractor shall give the Architect and the owner 48 hours previous notice.
  - 2. Conduct testing by competent persons trained in the use of test equipment
  - 3. Determine compliance with ASTM 1292-04 unless otherwise specified in this section.
  - 4. Provide written report of findings to Owner and Landscape Architect, with photographs.

## OWNER PROVIDED SPECIFICATION

### 3.4 CLEANING

- A. Clean poured-in-place playground safety surfacing in accordance with manufacturer's instructions.

### 3.5 PROTECTION

- A. Do not allow foot traffic until poured-in-place playground safety surfacing has cured.
- B. Protect completed playground safety surfacing from damage during construction and curing.

END OF SECTION



SECTION 02900  
SITE RESTORATION

## PART 1 GENERAL

## 1.01 SUMMARY

- A. Section includes:
  - 1. Work necessary to restore all disturbed surfaces and facilities to equal or better condition.
  - 2. Provide, establish, and maintain seed, fertilizer, mulch, and erosion control materials.
- B. Related Sections
  - 02200 EARTHWORK
  - 02270 EROSION CONTROL

## 1.02 UNIT PRICES

All work under this Section shall be considered incidental to the work unless specifically indicated on the BID SCHEDULE and referred to in Section 01025 MEASUREMENT AND PAYMENT.

## PART 2 PRODUCTS

## 2.01 MATERIALS

- A. Topsoil: Provide topsoil as specified in Section 02200 EARTHWORK.
- B. Seed: Provide seed mixture composed of the following proportion by weight:

Irrigated Turf Seed Mix

Kentucky Blue Grass	30%
Turf Type Perennial Rye Grass	25%
Cr. Red Fescue	25%
Elite Kentucky Blue Grass	20%

Or

No Irrigation Turf Seed Mix

Creeping Red Fescue	50%
Kentucky Blue Grass	30%
Perennial Rye Grass	20%

- C. Fertilizer:
  - 1. Provide chemical fertilizer with a 12-12-12 mixture of Nitrogen (N), Phosphoric Acid (P<sub>2</sub>O<sub>5</sub>), and Potash (K<sub>2</sub>O).
  - 2. Provide net weight of contents and guaranteed analysis.
- D. Mulching: Provide straw, hay, or other material conforming to MDOT Specification 8.21.11, as approved by the Engineer.

## PART 3 EXECUTION

## 3.01 TOPSOIL PREPARATION

j

- A. General:
  - 1. Prepare topsoil after finish grading of surfaces.

2. Prepare soil to a friable condition by discing, harrowing, or otherwise loosening the soil to a depth of 3 inches.
3. Break up all lumps of soil.
4. Rake out all rocks and debris.

### 3.02 FERTILIZING

- A. Apply evenly on the prepared surface at a rate of 240 pounds per acre.
- B. Drill or broadcast method, placed no deeper than 1 inch.

### 3.03 SOWING

- A. Sow grass at a minimum rate of 100 pounds per acre.
- B. Method:
  1. Sow the seed following or in conjunction with the fertilizer.
  2. Sow only while soil is in a friable condition.
  3. Do not sow through mulch.
  4. Sow seed mixture by drill or broadcast method.
  5. Float seed sown by broadcast method so that 50% of the seed is mixed with the top 2 inch of the soil.
- C. Hydroseeding:
  1. Apply seed, fertilizer, and mulch in one application.
  2. Mulch shall be a wood fiber material.
  3. Apply at a rate of 1440 pounds per acre.
- D. Watering:
  1. Water all seeded areas to establish a smooth and full vegetative cover.
  2. Should erosion occur or the seed not grow within the guarantee period, regrade and reseed the disturbed area at no additional cost.
- E. Erosion control:
  1. Provide measures necessary to establish well rooted vegetation on slopes and ditch bottoms.
  2. Protect seeded slopes with netted mulch blankets or other suitable methods.
- F. Seasonal limitations:
  1. Apply seed between May 1 and October 1.
  2. Dormant seeding:
    - a. Permitted in limited areas to complete a project.
    - b. Apply after November 1, but not on frozen ground.

### 3.04 MULCHING

- A. Apply at a rate of 2 bales per 1000 square feet.
- B. Method:
  1. Apply immediately after seeding.
  2. Apply evenly and loose enough to allow sunlight and air to penetrate, but thick enough to reduce the rate of evaporation and erosion.
  3. Apply mulch adhesive as necessary at a rate of 150 gallons per acre.

END OF SECTION

## Kent Hills Playground Equipment

GRPS is requesting designs for new playground equipment and surfacing for Kent Hills Elementary's Playground. There are two playgrounds, one for 5–12-year-olds and a separate playground for 2–5-year-olds. Grand Rapids Public Schools and their representatives will be the sole deciding factor in determining if alternate products and designs are equal.

All equipment must be ASTM, CPSC and ADA compliant. Equipment manufacturers must be in good standing with IPEMA and carry a minimum of \$20 Million in Product liability insurance.

### **DESIGN CRITERIA:**

#### ***5-12 PLAYGROUND:***

***Child Capacity range: 130-150***

***Total Play Events: Minimum of 23 (\*Note total number of play opportunities on each of the final designs submitted.)***

Please include the following, as a minimum, in your playground design:

- Provide swings with a minimum 3 ½" OD toprail and frame
- Minimum one ADA swing seat
- Two seats
- Between 5 - 7 swinging opportunities (tandem swings preferred if available)
- Spinning elements
- Freestanding climber for imaginative play
- Minimum Two benches with backs
- Minimum one communication panel
- Toss-n-Score or equivalent
- One modular structure to include
  - Between 3-5 decks
  - Unit to be barrier free accessible
  - Roof
  - 1 – 3 slides
  - Durable climbers
  - Balancing activities
  - Several unique panels
  - Upper Body activities

#### ***2-5 PLAYGROUND:***

***Child Capacity range: 50-60***

***Total Play Events: Minimum of 18 (\*Note total number of play opportunities on each of the final designs submitted.)***

Please include the following, as a minimum, in your playground design:

- Swings with a minimum 3 ½" OD toprail and frame
- One ADA swing seat
- One belt seat
- Inclusive whirl for wheelchair use
- Freestanding Climber
- Freestanding panel
- Two benches with backs
- Minimum (1) balance activity
- One modular structure with a minimum of 3 ½" uprights
  - Maximum height of 5'
  - Between 2-4 decks
  - Roofs

- 1 – 3 slides
- panels
- Durable climbers

## Cesar Chavez Playground Equipment

GRPS is requesting designs for new playground equipment and surfacing for Cesar Chavez Elementary's Playground. There are two playgrounds, one for 5–12-year-olds and a separate playground for 2–5-year-olds. Grand Rapids Public Schools and their representatives will be the sole deciding factor in determining if alternate products and designs are equal.

All equipment must be ASTM, CPSC and ADA compliant. Equipment manufacturers must be in good standing with IPEMA and carry a minimum of \$20 Million in Product liability insurance.

### **DESIGN CRITERIA:**

#### ***5-12 PLAYGROUND***

***Child Capacity range: 170-190***

***Total Play Events: Minimum of 30 (\*Note total number of play opportunities on each of the final designs submitted.)***

Please include the following, as a minimum, in your playground design:

- Provide swings with a minimum 3 ½" OD toprail and frame
- Minimum one ADA swing seat
- Two belt seats
- Between 8-12 swinging opportunities (tandem swings preferred if available)
- Spinning elements
- Freestanding climber for imaginative play
- Minimum Two benches with backs
- Minimum one communication panel
- Toss-n-Score or equivalent
- One modular structure to include
  - Between 3-5 decks
  - Unit to be barrier free accessible
  - Roof
  - 1 – 3 slides
  - Bridge or Stepped links
  - Durable climbers
  - Balancing activities
  - Several unique panels
  - Upper Body activities

#### ***2-5 PLAYGROUND:***

***Child Capacity range: 50-70***

***Total Play Events: Minimum of 15 (\*Note total number of play opportunities on each of the final designs submitted.)***

Please include the following, as a minimum, in your playground design:

- Swings with a minimum 3 ½" OD toprail and frame
- One ADA swing seat
- One belt seat
- Inclusive whirl for wheelchair use
- Freestanding Climber

- Freestanding panel
- Two benches with backs
- Minimum (1) balance activity
- One modular structure with a minimum of 3 ½” uprights
  - Maximum height of 5’
  - Between 2-4 decks
  - Roofs
  - 1 – 3 slides
  - panels
  - Durable climbers

## MLK Playground Equipment

GRPS is requesting designs for new playground equipment and surfacing for Martin Luther King Jr. Leadership Academy’s Playground. There is one playgrounds, for 5-12 year olds that is to be upgraded for this design. Grand Rapids Public Schools and their representatives will be the sole deciding factor in determining if alternate products and designs are equal.

All equipment must be ASTM, CPSC and ADA compliant. Equipment manufacturers must be in good standing with IPEMA and carry a minimum of \$20 Million in Product liability insurance.

### **DESIGN CRITERIA:**

#### ***5-12 PLAYGROUND***

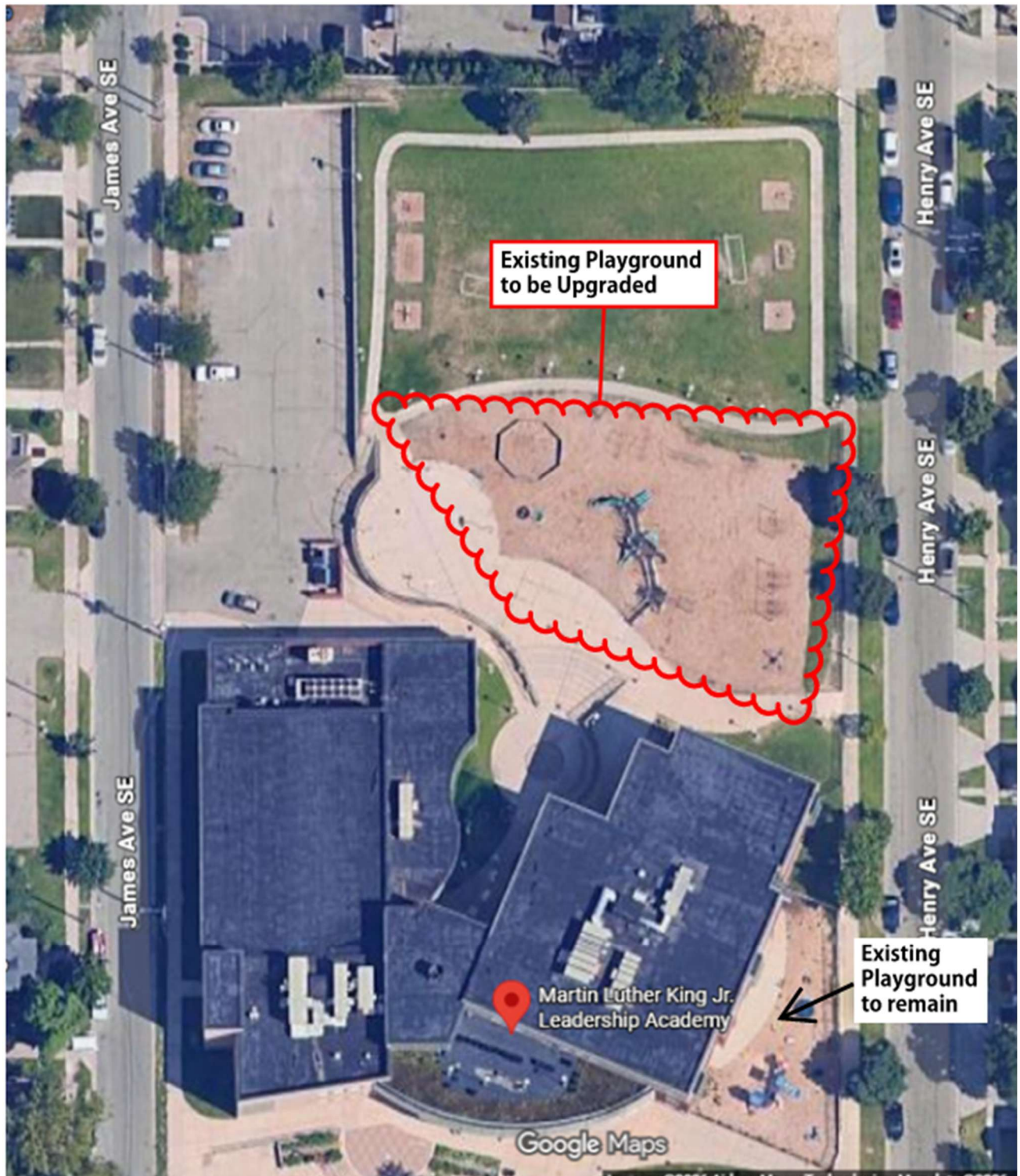
***Child Capacity range: 140-160***

***Total Play Events: Minimum of 25 (\*Note total number of play opportunities on each of the final designs submitted.)***

Please include the following, as a minimum, in your playground design:

- Provide swings with a minimum 3 ½” OD toprail and frame
- Minimum one ADA swing seat
- Two belt seats
- Between 5 - 7 swinging opportunities (tandem swings preferred if available)
- Spinning elements
- Freestanding climber for imaginative play
- Minimum Two benches with backs
- Minimum one communication panel
- Toss-n-Score or equivalent
- One modular structure to include
  - Between 3-5 decks
  - Unit to be barrier free accessible
  - Roof
  - 1 – 3 slides
  - Durable climbers
  - Balancing activities
  - Several unique panels
  - Upper Body activities

## MLK Location and Existing Site

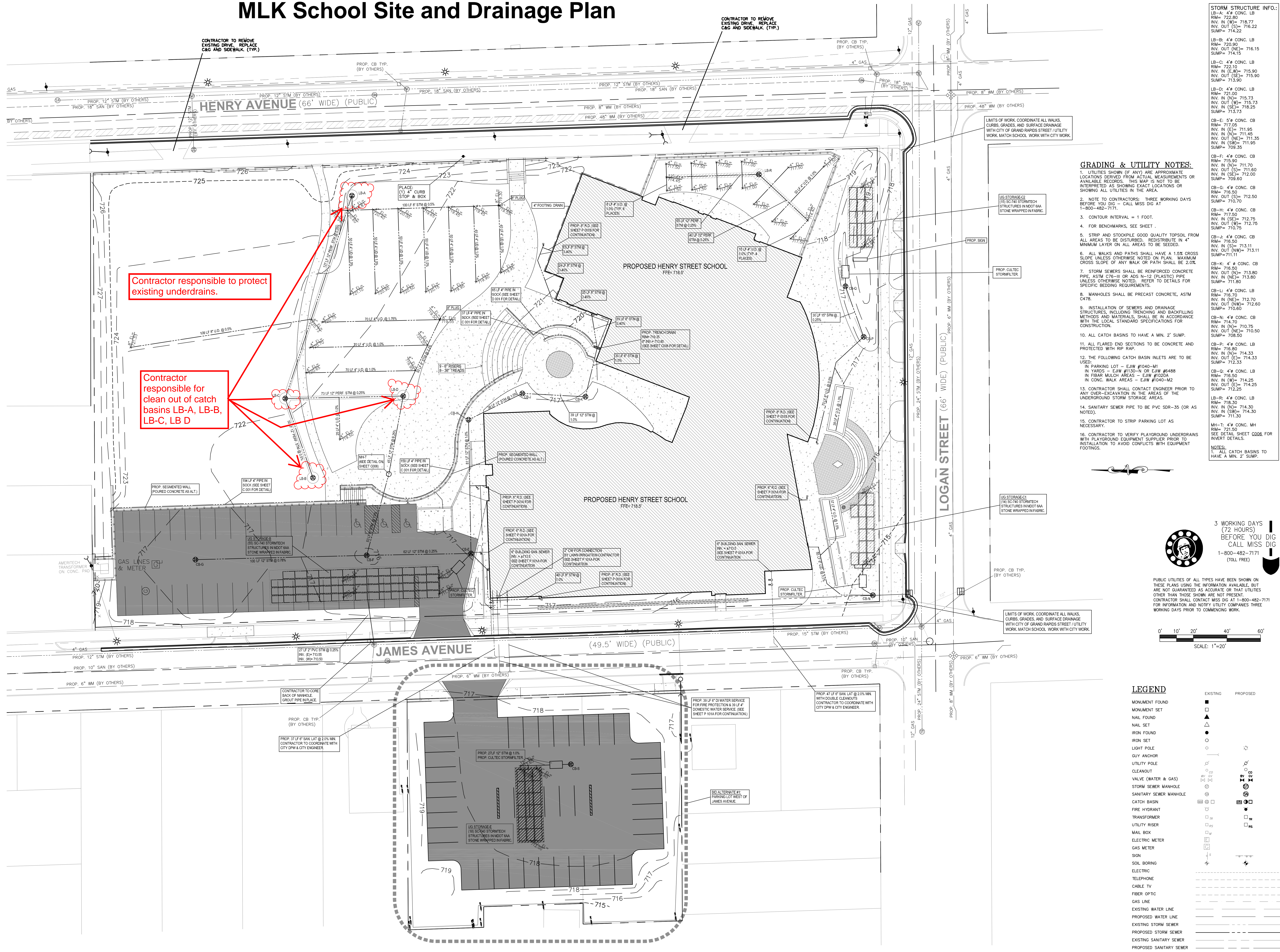


# MLK School Existing/ Proposed School Playground

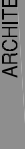




# MLK School Site and Drainage Plan



HENRY\_PAIDEA\_ACADEMY  
CITY OF GRAND RAPIDS



**TOWER PINKSTER TITUS**  
ARCHITECTURE ENGINEERING  
GRAND RAPIDS, MICHIGAN 616.456.9244 PH 616.456.5936 FX

date  
03/28/05

file name  
X (3-9-05).DWG

drawing

C 005

job  
0430275.1A

EXCELLENT DESIGN  
MATCHLESS SERVICE

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[illegible]

PIC:	T. Nemitz
PM:	A. Dancer
DRAFTS:	A. Dancer

PROJECT NO:

25.102

SHEET TITLE:

## Playground and Site Improvements Plan

C002

## CESAR CHAVEZ PLAYGROUND EQUIPMENT

GRPS is requesting designs for new playground equipment and surfacing for Cesar Chavez Elementary's Playground. There are two playgrounds, one for 5-12 year olds and a separate playground for 2-5 year olds. The Basis of Design is Gametime playground equipment, represented by Sinclair Recreation. Comparable products and designs will be accepted by GRPS, provided the designs provide equal or greater quality and play value. Grand Rapids Public Schools and their representatives will be the sole deciding factor in determining if alternate products and designs are equal.

All equipment must be ASTM, CPSC and ADA compliant. Equipment manufacturers must be in good standing with IPEMA and carry a minimum of \$20 Million in Product liability insurance.

DESIGN CRITERIA:

5-12 PLAYGROUND

Child Capacity range: 170–190

Total Play Events: Minimum of 30

Please include the following in your playground design:

- Four bay swing with a minimum 3 ½' OD top rail and frame
- One ADA swing seat
- Three belt seats
- One multi-user swing
- Between 8 – 12 swinging opportunities
- Two spinning elements
- Two freestanding climbers for imaginative play
- Two benches with backs
- One communication panel
- One modular structure with a minimum of 3 ½' uprights
  - o Maximum height of 8'
- o Between 3-5 decks
- o Roofs
- o 1 – 3 slides
- o Bridges
- o Durable climbers
- o Upper Body activities

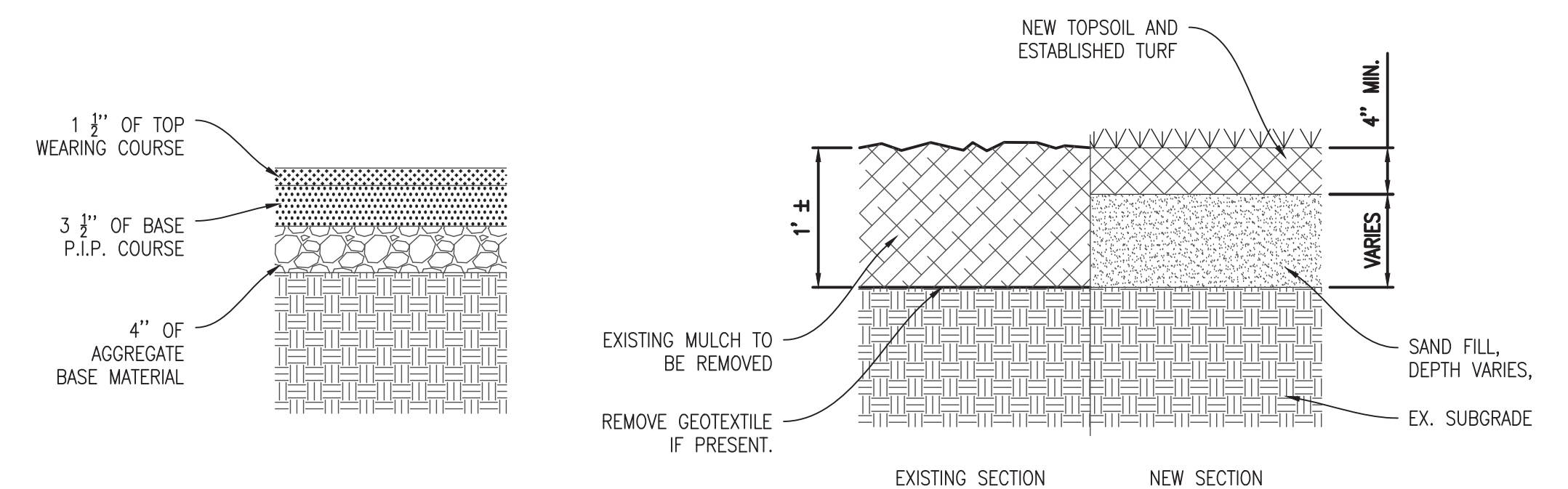
2-5 PLAYGROUND:

Child Capacity range: 50–70

Total Play Events: Minimum of 15

Please include the following in your paper:

- Arch Swing
  - Inclusive whirl for wheelchair use
  - Freestanding Climber
  - Two benches with backs
  - One modular structure with a minimum of 3 ½' uprights
    - o Maximum height of 5'
  - o Between 2-4 decks
  - o Roof
  - o 1 – 3 slides
  - o Bridge
  - o Durable climbers
- Ground level panels

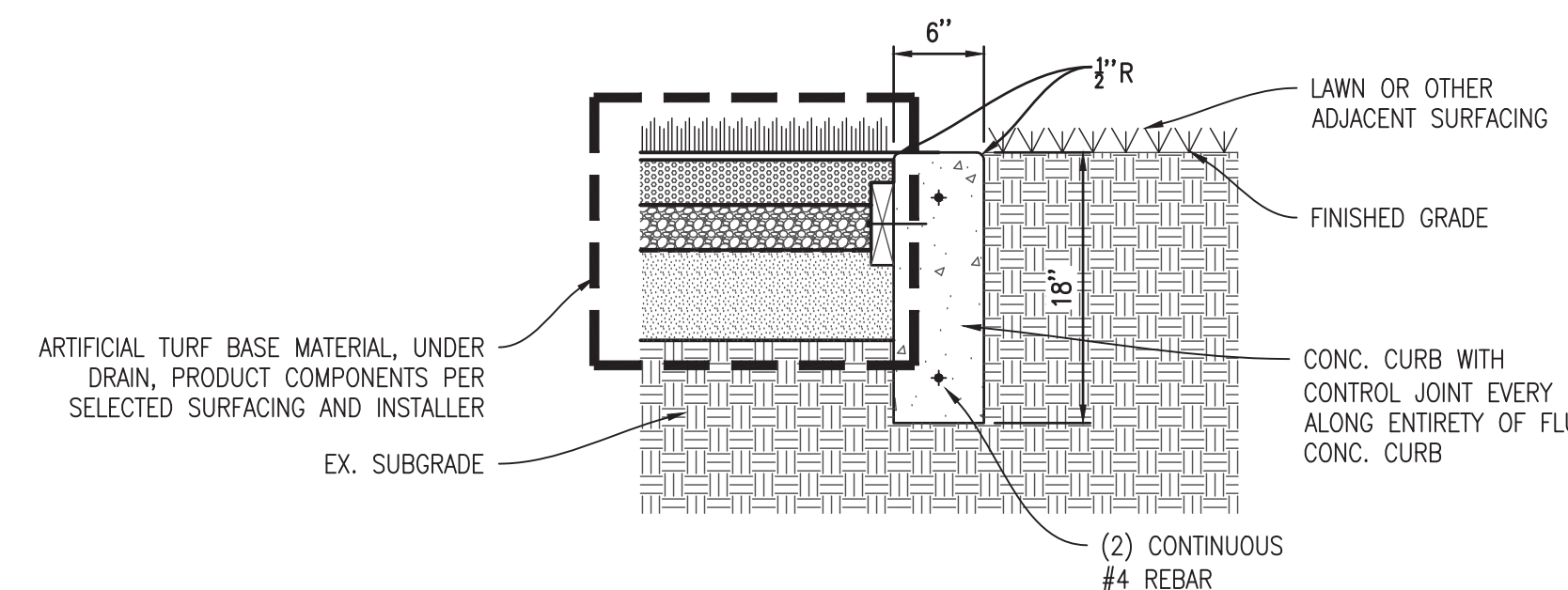


**POURED IN PLACE  
SURFACING DETAIL (ALTERNATE)**

SCALE: 1' = 10'

## TURF DETAIL

SCALE: 1" = 10'



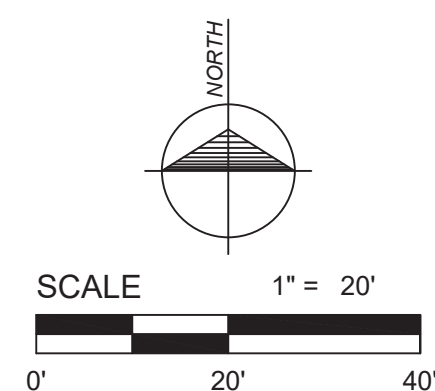
### FLUSH CURB DETAIL

SCALE: 1" = 10'



NOTE: REFER TO TURF MANUFACTURER'S  
RECOMMENDATIONS FOR INSTALLATION FOR  
EACH SPECIFIC TURF AREA'S CONDITIONS

## SITE PLAN NOTES

1. PROPOSED PLAYGROUND EQUIPMENT LOCATIONS ARE FOR REFERENCE ONLY, TRUE PLACEMENT BY PLAYGROUND MANUFACTURER.
2. SEE SPECIFICATION SECTION 02900 FOR IRRIGATED AND NON IRRIGATED SPECIFIC SEED MIXES, OWNER TO DETERMINE WHETHER ESTABLISHED TURF AREA WILL HAVE IRRIGATION OR NOT.
3. EXISTING CONDITIONS ARE SHOWN WITHOUT THE BENEFIT OF TOPOGRAPHIC SURVEY. ABOVE AND BELOW GROUND EXISTING CONDITIONS SHOW ARE BASED ON PREVIOUSLY DEVELOPED DESIGN PLANS AND MAY NOT REPRESENT ACTUAL CURRENT CONDITIONS. ALL ABOVE AND BELOW GROUND CONDITIONS SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
4. UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND MAY NOT REPRESENT ACCURATE LOCATION OR A COMPLETE REPRESENTATION OF UNDERGROUND CONDITIONS. CONTRACTOR TO VERIFY LOCATION OF UTILITIES WITHIN INFLUENCE OF CONSTRUCTION.

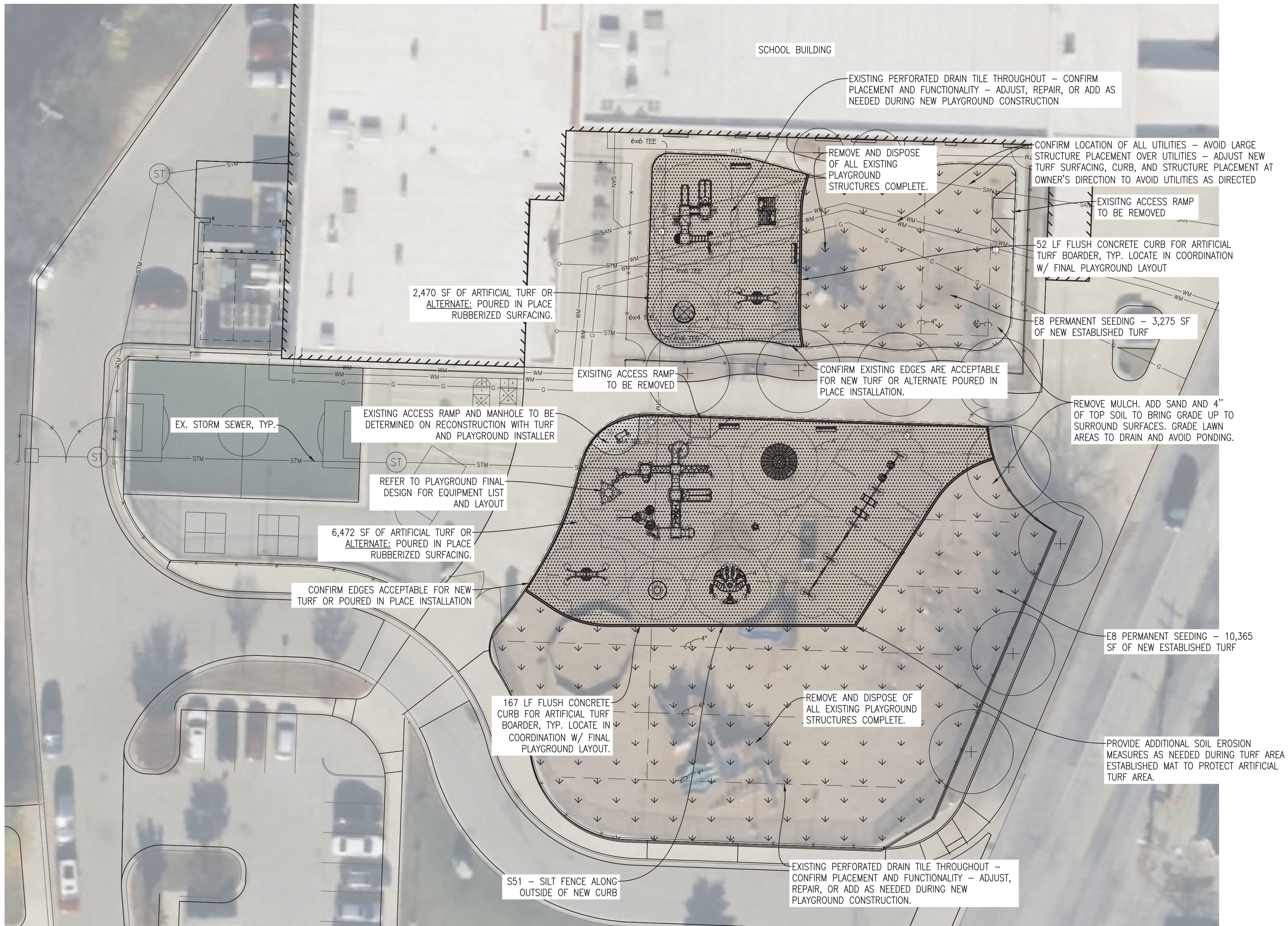


### SESC KEY

KEY	SESC MEASURE	SYMBOL	WHERE USED
E8	PERMANENT SEEDING		When bare soil is exposed, temporarily or permanently, to erosive forces from wind and or water on flat areas, mild slopes, grassed waterways and spillways, diversion ditches and dikes, borrow and stockpile areas, and spoil piles.
SS1	SILT FENCE		As a temporary measure used to capture sediment from sheet flow. May also divert small volumes of sheet flow to protected outlets.

## CESAR E. CHAVEZ ELEMENTARY SITE PLAN

SCALE: 1' = 20'



Know what's below.  
Call before you dig.

THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN. THE CONTRACTOR SHALL NOTIFY "MISS DIG" AT 1 (800) 482-7171 OR 811 THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.



## APPENDIX “C”

AIA A105-2017 Contract Draft Agreement  
GC 20 10 07 04

# DRAFT AIA® Document A105® – 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year «Two Thousand Twenty »  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

[Grand Rapids Public School District](#)  
[1331 Martin Luther King Jr. St SE](#)  
[Grand Rapids, Michigan 49506](#)

and the Contractor:  
(Name, legal status, address and other information)

«  
»

for the following Project:  
(Name, location and detailed description)

[Grand Rapids Public School District – 2023 Bond Program](#)  
[Construction and improvements related to the playground renovation Project including](#)  
[investigation and replacement design services for playground areas at the following:](#)

[Kent Hills Elementary School located at 1445 Emerald Avenue NE, Grand Rapids,](#)  
[Michigan;](#)  
[The Architect: César E. Chávez Elementary School located at 1205 César E. Chávez](#)  
[Avenue SW, Grand Rapids, Michigan; and](#)  
[Martin Luther King Leadership Academy located at 645 Logan Street SE, Grand Rapids,](#)  
[Michigan, all in accordance with Owner-approved plans and specifications, all applicable](#)  
[laws, the Owner's fixed budget, and as otherwise approved by the Owner.](#)

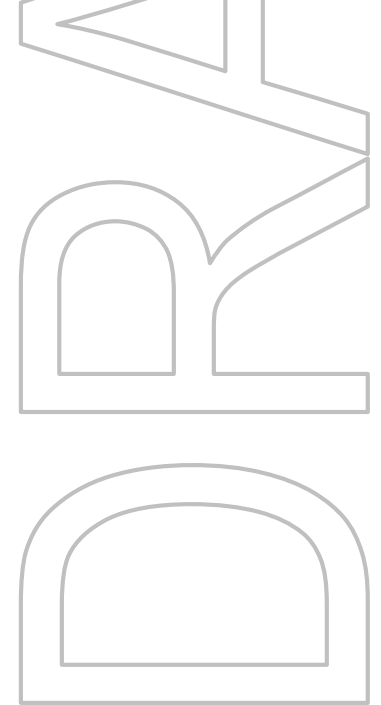
[At the completion of the Project, Contractor is to provide a complete and compliant](#)  
[playground with all appropriate and necessary compliance certifications. These](#)  
[certifications must include all equipment, new and existing, and all play surfaces.](#)

[Contractor Services including: furnishing and installing playground equipment per the](#)  
[Request for Proposal referenced herein.»](#)

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
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8	CONTRACTOR
9	ARCHITECT <u>(Not applicable)</u>
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11	TIME
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15	MISCELLANEOUS PROVISIONS
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### ARTICLE 1 THE CONTRACT DOCUMENTS

~~The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of~~  
§ 1.1 The Contractor shall faithfully and competently complete the Work described in the Contract Documents, or as reasonably inferable, necessary, or incidental to produce the results intended by the Contract Documents for the Project. The Contract Documents consist of

- ~~.1 this Agreement signed by the Owner and Contractor;~~
- ~~.2 the drawings and specifications prepared by the Architect, dated   and enumerated as follows:~~

~~Drawings: all scope of Work and Drawings and Specifications included in the Request for Proposals prepared and issued on  , 2026, including any Addenda (collectively the "RFP") by the Owner.~~

Number	Title	Date
<span style="background-color: #cccccc; padding: 0 20px;"> </span>	<span style="background-color: #cccccc; padding: 0 20px;"> </span>	<span style="background-color: #cccccc; padding: 0 20px;"> </span>

~~Specifications:~~

Section	Title	Pages
<span style="background-color: #cccccc; padding: 0 20px;"> </span>	<span style="background-color: #cccccc; padding: 0 20px;"> </span>	<span style="background-color: #cccccc; padding: 0 20px;"> </span>

- ~~.3 addenda prepared by the Architect as follows:~~
- .3 addenda, if any, prepared by the Owner as follows:

~~:~~

Number	Date	Pages

Number	Date

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

«Project Manual  
Attachment A – Owner’s Insurance Requirements and ISO Form CG 20 10 04 example  
Exhibit A – Owner’s Request for Proposal dated \_\_\_\_\_, 2026, including any Addenda, incorporated herein by this reference;  
Exhibit B – Contractor’s Bid Form, Unit Price Lists, and Renderings, dated \_\_\_\_\_, including to the extent there is not a conflict with the RFP or this Agreement; any such conflicting terms shall be deemed ineffective;  
Exhibit C – Not Used  
Exhibit D – Major Subcontractors or Suppliers, if any, shall be provided for Owner review and approval at a later date.  
Exhibit E – Not Used  
Exhibit F – Contractor’s Certificate(s) of Insurance and Bonds

If there should be conflict or ambiguity within, between, or among any Contract Document(s), the conflict shall be resolved by complying with the provision that is most beneficial to the Owner, as determined in the Owner’s sole discretion. »

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
*(Insert the date of commencement if other than the date of this Agreement.)*

Construction Start Date shall be on \_\_\_\_\_.

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
*(Check the appropriate box and complete the necessary information.)*

☐ Not later than ☐ ( ☐ ) calendar days from the date of commencement.

☒ By the following date:  , 20

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

~~(\$—)~~«A Lump Sum amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), inclusive of all costs, taxes, fees, reimbursable expenses, and/or any other expenses.

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work

Value

Portion of the Work

As set forth in Exhibit B.

§ 3.3 The Contract Sum is based upon-upon, and includes, the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«Not applicable. »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item

Price

None.

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

Item

As set forth in Exhibit B.

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

« Provided that a complete Application for Payment is received by the Owner by the 15th of the month, the Owner will pay the certified amount to the Contractor by the last day of the next month, unless and to the extent the Owner reasonably disputes same in good faith.

A 10% retention shall be withheld on all payments. Final payment, including retainage, will be made within thirty (30) days after Contractor has achieved final completion as determined by the Owner and has provided all submittals, warranties, guarantees, and other close-out documents and information required by the Contract Documents. »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

% « Five Percent (5%) » % « See MCL 438.31. »

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, Section 5.1.7 below and Attachment A, Owner's Insurance Requirements, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than \$ ( ) each occurrence, \$ ( ) general aggregate, and \$ ( ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$ ( ) per accident, for bodily injury, death of any person, and property damage arising out of



~~the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.~~

~~§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 5.1.4 Workers' Compensation at statutory limits.~~

~~§ 5.1.5 Employers' Liability with policy limits not less than  $(\$ \quad)$  each accident,  $(\$ \quad)$  each employee, and  $(\$ \quad)$  policy limit.~~

~~§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.~~

**§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

Bid Bond

Performance Bond

Payment Bond

**Limits**

5% of Bid Amount

100% of Contract Sum

100% of Contract Sum

Insurance coverages, shall be either: (a) written on an occurrence basis, and shall be maintained without interruption from the date of commencement of the Work until one (1) year after the date of final payment, or (b) written on a claims-made basis, and shall be maintained without interruption from the date of commencement of the Work until seven (7) years after the date of final payment.

Insurance coverage and surety bond required under the Agreement shall be written with insurance and surety carriers authorized to do business in the State of Michigan. Insurance coverage and surety bonds shall be in a form and provided by an insurer acceptable to the Owner with an A.M. Best rating of A, XII or better and shall name the Owner as an "additional insured" on all applicable policies.

The Contractor shall deliver the required performance/payment bonds to the Owner at least three (3) days before the commencement of any Work at the Project site.

The Contractor shall provide any other type or amount of insurance reasonably required by the Owner in good faith.

The Contractor's insurance shall not be eliminated, reduced or non-renewed without at least thirty (30) days' prior written notice to the Owner.

~~§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.~~

~~§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.~~

~~§ 5.4 Prior to commencement of the Work, each party the Contractor shall provide certificates of insurance showing their respective coverages. coverages and stating that insurance coverages and limits shall not be reduced or eliminated without at least thirty (30) days prior written notice to the Owner. The Owner may require additional proof of coverage~~

in the form of a true and accurate copy of the policies of insurance themselves. The maintenance of insurance in strict compliance with the requirements of this Agreement shall be a condition precedent to the Owner's obligation to make any payments to Contractor.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance. Superior to any other term in this Agreement, any reference in this document to waivers of subrogation shall be deemed to be deleted and of no effect.

## **ARTICLE 6 GENERAL PROVISIONS**

### **§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### **§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, tools, transportation, equipment, and services provided, or to be provided, by the Contractor to fulfill ~~the Contractor's obligations.~~ the Contractor's obligations: (i) to be incorporated into the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project), (ii) required of the Contractor under the Contract Documents, or (iii) necessary or appropriate to fully construct, operate and maintain the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project). The Work shall be performed in accordance with the Contract Documents. Contractor agrees that it (and any individuals it assigns to perform the Work) shall adhere to professional standards and will perform all Work in a manner consistent with generally accepted proficiency and competency for the type and nature of work rendered including compliance with the Playground Equipment Safety Act, MCL 408.681, and related regulations and the US Consumer products Safety Commission Handbook (<https://www.cpsc.gov/s3fs-public/325.pdf>). Contractor shall at all times comply with all applicable federal, state and local laws and regulations, including the Owner's policies.

The Contractor acknowledges that there may be items of the Work, which the Contractor is responsible to provide under the Agreement that are not drawn or specified, but are necessary for the proper execution and completion of the Work and are consistent with and reasonably inferable from the Drawings and Specifications. All such items shall be provided as part of the Work without delay in its progress and without any increase in the Contract Sum.

### **§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### **§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect. **Not Used**

### **§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

[«](#) [»](#)

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees ~~under Section 8.7.1~~ that are the responsibility of the ~~Contractor, Contractor~~ (including, but not limited to, as set forth in Section 8.7), the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made. The rights of the Owner pursuant to this Section 7.2 shall be in addition to, and not in limitation of, the Owner's other rights under any other provision of the Contract Documents.

### § 7.3 Owner's Right to Carry Out the Work

If the Contractor fails, refuses, defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, including any claim against the Contractor's Performance Bond, correct such deficiencies. In such case, the ~~Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.~~ Contract Sum shall be adjusted to deduct the cost of correction from payment due the Contractor.

### § 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## ARTICLE 8 CONTRACTOR

### § 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Failure of Contractor to independently investigate and become fully informed will not relieve Contractor of its responsibilities under this Agreement.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the ~~Architect/Owner.~~ Failure to undertake these steps shall make the Contractor responsible for any additional costs associated with such conditions, errors, inconsistencies and omissions.

### § 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's ~~and Architect's~~ information a Contractor's construction schedule for ~~the Work.~~ the Work, in accordance with, and as necessary to timely complete the Work as provided in Article 2.

### § 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the ~~Work~~ Work, using the Contractor's best skill and ~~attention~~ attention, at all times work is being performed. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Contractor shall immediately notify the Owner in writing of delays or actions of other entities that could impact the timely coordination and completion of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, ~~through the Architect~~, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner ~~or Architect have~~ has made a timely and reasonable objection. The Owner shall have the right to remove any employee of the Contractor or subcontractors upon two weeks' notice, if the Owner reasonably believes that such person may detrimentally reflect on the Owner and/or the Project (subject to the Contractor's status as independent contractor).

### § 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Such provision of labor and materials shall occur in sufficient time to satisfy the existing Project schedule. The Contractor bears the risk of any failure to timely provide such labor and/or materials.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### § 8.4.3 Asbestos-Free Product Installation

1. It is hereby understood and agreed that no product and/or material containing asbestos, including chrysolite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the Contractor or his employees, agents, subcontractors or other individuals or entities over whom the Contractor has control. The Contractor shall be required to sign a certification statement ensuring that all products or materials installed or introduced into the work will be asbestos-free.
2. The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during the construction verifying their products to be asbestos-free in accordance with the requirements of Section 8.4.3.1.
3. The Contractor shall complete and submit to the Owner a certification evidencing asbestos-free product installation prior to issuance of the final Certificate for Payment, in a form acceptable to Owner.

§ 8.4.4 The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Contract.

### § 8.5 Warranty

The Contractor warrants to the Owner ~~and Architect~~ that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

### § 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed. The Contractor shall pay all state and federal taxes levied on its business, income or property and shall make

all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall indemnify and hold the Owner harmless from same. All taxes are included in the Contract Sum.

#### **§ 8.7 Permits, Fees and Notices**~~Permits, Fees, Licenses, and Notices~~

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor, and all its Subcontractors of any tier, shall maintain at all times the required licenses and registrations required to perform the Work.

**§ 8.7.2** The Contractor shall strictly comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work ~~knowing it to be~~ contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the ~~Architect-Owner~~ in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.~~Not Used.~~

#### **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.~~Not Used.~~

#### **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials. Failure of the Contractor to do any of the foregoing will result in the Owner's cleaning of the same at the expense of the Contractor.

#### **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall ~~indemnify-indemnify, defend,~~ and hold harmless the ~~Owner, Architect, Architect's consultants, Owner~~ and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, ~~provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to including, but not limited to, the~~ injury to or destruction of tangible ~~property (other than the Work itself), property,~~ but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### **ARTICLE 9 ARCHITECT** (Not Applicable)

~~§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.~~

~~§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.~~

~~§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.~~



~~§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.~~

~~§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.~~

~~§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

~~§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.~~

~~§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~

~~§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~

## ARTICLE 10 CHANGES IN THE WORK

~~§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit. After execution of the Contract, changes in the Work may be accomplished only by written Change Order, directed to the Contractor and signed by the Owner and Architect, or by order for a minor change in the Work.~~

~~§ 10.2 The Architect-Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.~~

~~§ 10.3 The requirements of Section 2 of 1998 PA 57, as amended, are hereby incorporated into this Agreement. The Contractor shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the Contract Documents and shall immediately notify the Owner of discovery of such evidence. If the Contractor encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Owner. The Contractor shall bear the cost of damage resulting from its failure to exercise reasonable care in its construction activity or from continuing operations without notifying the Owner. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment. reasonable adjustment as permitted by law.~~

## ARTICLE 11 TIME

~~§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall perform in accordance with the Project schedule, which may be changed from time to time, and also in accordance with the Contractor's provided schedule of performance (if performance is due prior to that set forth in the latest Project schedule).~~

~~§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment. sole remedy of such an occurrence shall be the extension of the Contract Time for a reasonable amount of time agreed to by the Owner and Contractor and, if mutual agreement cannot be reached as reasonably determined by the Owner. The Contractor shall not be entitled to monetary damages for such an occurrence.~~

**§ 11.3** ~~Costs~~ Except as otherwise stated in this Agreement, costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

**§ 11.4** The Contractor shall provide notice in writing to the Owner of a potential claim for a delay related adjustment to the Contract Time within five (5) days of start of any delay and shall request in writing all changes to the Contract Time within twenty-one (21) days after cessation of the delay. The Contractor's failure to strictly comply with this Section 11.4 shall constitute a waiver of and shall forever bar any recover for additional time for the delay.

**§ 11.5 No Damage for Delay.** As provided in Section 11.2, Contractor is not entitled to delay damages. As provided in Section 11.4, Contractor is entitled to an extension of time to perform only in accordance with the procedures set forth therein. In no event shall the Contractor be entitled to recover special, incidental, or consequential damages including without limitation, loss of anticipated profits, revenue, or use of capital.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 Applications for Payment

**§ 12.2.1** ~~At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect~~ The Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. ~~Agreement and in accordance with Section 4.1.~~ The Application shall be supported by data substantiating the Contractor's right to payment as the Owner ~~or Architect~~ may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors ~~and suppliers, and suppliers, and reflecting retainage.~~ Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, in writing, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 12.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's ~~interests~~ interests, and that such Work is in full compliance with the Contract Documents.

### § 12.3 Certificates for Payment

The ~~Architect~~ Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either (1) issue ~~to the Owner~~ a Certificate for Payment in the full amount of the Application for ~~Payment, with a copy to the Contractor;~~ (2) ~~issue to the Owner~~ Payment; (2) issue a Certificate for Payment for such amount as the ~~Architect~~ Owner determines is properly due, and notify the Contractor ~~and Owner~~ in writing of the ~~Architect's~~ reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor ~~and Owner~~ of the ~~Architect's~~ reason for withholding certification in whole. If certification or notification is not made within ~~such seven day period, thirty (30) days after receipt by the Owner,~~ the Contractor may, upon seven (7) additional days' written notice to the ~~Owner and Architect, stop the Work until payment of the amount owing has been received.~~ Owner, stop the Work until certification or notice is provided. The Contract Time and the Contract Sum shall be ~~equitably adjusted due to the delay~~ reasonably adjusted due to the delay in accordance with Section 11.4.

### § 12.4 Progress Payments

**§ 12.4.1** ~~After the Architect has issued a Certificate for Payment, the Owner shall make payment~~ The Owner shall make payment for all undisputed sums in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** ~~Neither the Owner nor the Architect shall~~ The Owner shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

## § 12.5 Substantial Completion

§ 12.5.1 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 and where all required occupancy permits, if any, have been issued so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the ~~Architect-Owner~~ and the ~~Architect-Owner~~ will make an inspection to determine whether the Work is substantially complete. When the ~~Architect-Owner~~ determines that the Work is substantially complete, the ~~Architect shall-Owner may~~ prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and 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.

## § 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the ~~Architect-Owner~~ will inspect the Work. When the ~~Architect-Owner~~ finds the Work acceptable and the Contract fully performed, the ~~Architect will promptly issue a final Certificate for Payment. Owner will process final payment. In the event the Owner finds the Work unacceptable, the Owner shall issue a list of unsatisfactory items to the Contractor and the Owner, which the Contractor must complete prior to further payment on the Contract.~~

§ 12.6.2 Final payment shall not become due until the Contractor submits to the ~~Architect-Owner~~ releases and waivers of liens, consent of surety (if required), warranties, and any other data establishing payment or satisfaction of obligations, obligations or otherwise reasonably requested by Owner such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier in a written certification accompanying the final Application for Payment shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. The making of final payment shall not be deemed a waiver of claims by the Owner.

§ 12.6.4 Amounts withheld from the final payment to cover any incomplete work are not considered retainage and shall not be paid to the Contractor until the Work is actually completed and accepted by the Owner. Such withholdings shall not be less than 150% of the estimated cost to the complete the Work.

## ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work ~~rejected by the Architect as~~ failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year two (2) years after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.



§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3. The Contractor shall reimburse the Owner for the cost of correction and any related costs and fees, including, but not limited to attorney fees, incurred by the Owner in the pursuit of such correction or recovery of payment for such correction.

§ 14.4 If the Contractor or any subcontractor chooses to use any systems, equipment, facilities or services which have been incorporated into the Project as a permanent part thereof, the Contractor shall assume full responsibility for damages caused to said systems, equipment, facilities or services, and have damages repaired as required, so that in no case will the performance of the used systems, equipment facilities or services be diminished from the specified criteria as a result of such use.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### § 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the ~~Architect~~ Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is ~~executed~~ executed and are required through no fault or delay of the Contractor or others. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 15.3 Governing Law

The Contract shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules.~~ State of Michigan, except that no claim of the Owner shall be barred as untimely if filed within six (6) years of final completion of the Project.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Work is ~~stopped~~ stopped, unscheduled, under Section 12.3 for a period of ~~14 days~~ ninety (90) days for reasons within the Owner's control and through no fault of the Contractor, the Contractor may, upon seven (7) additional days' written notice to the ~~Owner and Architect~~ Owner, terminate the Contract and recover from the Owner payment for Work ~~executed including reasonable overhead and profit, and costs incurred by reason of such properly executed~~ including reasonable overhead and profit on the portion of the Work completed to the date of termination.

### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~
- .4 ~~is otherwise guilty of substantial~~ otherwise commits a breach of a provision of the Contract ~~Documents.~~ Documents; ~~or~~
- .5 fails to prosecute the Work or any part thereof with promptness and diligence, fails to perform any provisions of this Agreement, goes into bankruptcy or liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors or becomes insolvent.

§ 16.2.2 When any of the above reasons exist, the ~~Owner, after consultation with the Architect,~~ Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is ~~finished~~finished and until sums due under Section 16.2.4 have been determined.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.2.5** ~~If the Owner erroneously or improperly terminates the Contractor for cause, then the Owner's action shall be deemed to be a termination for convenience, subject to the provisions of Section 16.3.~~

### **§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work ~~executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not properly~~ executed.

## **ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

**§ 17.1** ~~The Contractor shall inspect the Work on the Project as it is being performed until final completion and acceptance of the Project by the Owner to assure that the Work performed and the materials furnished are in accordance with the Contract Documents and that Work on the Project is progressing on schedule. In the event that the quality control testing should indicate that the Work, as installed, does not meet the requirements of this Project, the Contractor shall notify the Owner, the Owner shall determine the extent of the Work that does not meet the requirements, and the Contractor shall take appropriate corrective action, and advise the Owner of the corrective action.~~

**§ 17.2** ~~The Contractor shall provide daily full-time, on-site field supervision during the entire construction phase. The Contractor agrees to assign the following listed project team members, as listed in their respective capacities to the Project:~~

<u>Staff Name</u>	<u>Assignment</u>	<u>Contact Information – Mobile Phone &amp; Email</u>
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~~Contractor shall promptly notify the Owner if services of any one of the listed team members become unavailable due to circumstances beyond the Contractor's control, e.g., extended illness or disability, death, termination of employment, etc. No substitution of any of the above listed project team members shall be made without the prior written consent of the Owner; and before any such substitution the Contractor shall submit to the Owner a detailed justification supported by the qualification of any proposed replacement. Contractor is not entitled to additional compensation for any such substitution(s) of the project team members. The Owner reserves the right to require the replacement of any or all of the above listed team members for cause; and the Contractor shall provide suitable replacement or replacements upon two (2) weeks' notice.~~

**§ 17.3** ~~The Owner, being a public body, shall render required decisions within a reasonable time after being requested to do so by the Contractor, taking into consideration its obligations under the Open Meetings Act and others. The Contractor shall prepare and submit all recommendations for which approval is required by Owner as soon as reasonably possible unless another schedule is agreed to by the Owner, in writing. The Contractor shall not cause unreasonable delays in the orderly progress of work.~~

### **§ 17.4 NOTICE OF CLAIMS**

~~A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract, including, but not limited to, additional sums, additional time for performance, or damages. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims~~

Act, 31 USC 3729, et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim by the Contractor, the Claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Michigan and executed by an authorized representative of the Contractor, which states that: "The Claim which is submitted herewith complies with subparagraph 17.5 of the Owner/Contractor Agreement, as amended, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent claim."

Except as otherwise set forth herein, Claims by the Contractor must be initiated by written notice to the Owner and to the Architect. Claims by the Contractor must be initiated within twenty one (21) days after occurrence of the event giving rise to such Claim or within twenty one (21) days after the Contractor first recognizes, or should have recognized, the condition giving rise to the Claim, whichever is later. Failure to timely and properly initiate a claim shall be an irrevocable waiver of such claim. Claims by the Owner shall be governed by the applicable statute of limitations period.

Pending final resolution of a Claim, including mediation and/or litigation, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.

§ 17.5 If any provision of this Agreement shall be held to be illegal, invalid or otherwise unenforceable by law, the remainder of this Agreement shall not be affected thereby and each provision, term, covenant or condition of this Agreement shall be enforced to the fullest extent permitted.

#### **§ 17.6 Dispute Resolution**

The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made, in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. For any claim not resolved by mediation required herein, the parties shall pursue litigation as their method of binding dispute resolution.

§ 17.7 Nothing herein shall be deemed to eliminate or reduce the Owner's defense of governmental immunity. »

*/signatures on following page/*

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

« »

GRAND RAPIDS PUBLIC SCHOOL DISTRICT, \_\_\_\_\_.

**OWNER** (Signature)

«Alex Smart,  
Executive Director of Facilities and Operations»« »

*(Printed name and title )*

Date

Modified: 10/12/21; 2:39pm

**CONTRACTOR** (Signature)

« »« »

*(Printed name and title )*

LICENSE NO.:

JURISDICTION:

Date



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## APPENDIX “D”

### Insurance Requirements

#### Guidelines for Contractors/Subcontractors GRPS Bond Projects for Direct Contracts

	<b>Projects Under \$1M - without structural revisions</b>	<b>Projects \$1M to \$5M without significant structural revisions</b>	<b>Projects over \$5M in value</b>	<b>Comments</b>
<b>Professional Liability</b>				
Each Claim Made	\$1,000,000	\$1,000,000	\$2,000,000	Larger exposure (over \$10M) \$2M/\$4M
Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	
Contractors Pollution Liability	\$1,000,000	\$1,000,000	\$2,000,000	Exceptions to this requirement are to be requested and approved in writing to the construction manager and the owner.
Examples of Exposures - fuel tanks on site, large fleet/equipment, HVAC work, electronical work, abatement, chemical products onsite	\$2,000,000	\$2,000,000	\$2,000,000	
<b>Commercial General Liability</b>				
General Aggregate	\$2,000,000	\$3,000,000	\$3,000,000	
Products/Completed Operations Aggregate	\$2,000,000	\$3,000,000	\$3,000,000	
Each Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000	
Personal/Advertising Injury	\$1,000,000	\$1,000,000	\$1,000,000	
<b>Automobile Liability</b>				
Bodily Injury/Property Damage (Each Accident)	\$1,000,000	\$1,000,000	\$1,000,000	Combined Single Limit
<b>Workers' Compensation</b>				
Coverage A (Workers' Comp.)	Statutory	Statutory	Statutory	
Coverage B (Employers Liability) Per Accident Per Disease Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000	Include waiver of subrogation endorsement

Per Disease per Employee	\$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000	
<b>Umbrella Liability</b>				
Each Occurrence Limit	\$2,000,000	\$3,000,000	\$5,000,000	Limit suggestions are based on General Aggregate applying on a per project basis
General Aggregate Limit	\$2,000,000	\$3,000,000	\$5,000,000	
Products/Completed Operations Aggregate	\$2,000,000	\$3,000,000	\$5,000,000	

**Additional Insurance Requirements:**

- (1) All insurance coverage shall be issued by an insurance company authorized to do business in the State and which maintains an A.M. Best rating of A-X or better.
- (2) The Contractor shall maintain the required insurance on an occurrence-basis for at least one year following the date of Substantial Completion and/or on a claims-made basis for at least six years following the date of Substantial Completion.
- (3) Auto Liability Coverage shall be for all owned, non-owned or hired motor vehicles.
- (4) Workers Compensation to include waiver of subrogation - Contractor hereby agrees to waive rights of subrogation, which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Grand Rapids Public Schools its subsidiaries, affiliated entities, their officers, officials, employees, and volunteers for all work performed by the Contractor, its employees, agents and subcontractors.
- (5) Additional Insured Provision for General Liability/Umbrella: To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04. The Additional Insured status shall apply to the full limits of liability purchased by the Contractor, its Subcontractors and Vendors even if those limits of liability are in excess of those required by this Agreement. In respect to the Subcontractor's and Vendor's Commercial General Liability and Umbrella/Excess Liability policies
- (6) For General Liability/Umbrella - General Aggregate limit must apply on a per project/per location aggregate basis. Exceptions for this requirement are to be requested and approved in writing to the construction manager and the owner.
- (7) General Liability to include a minimum of \$1,000,000 Abuse and Molestation coverage for all projects. No exceptions allowed.
- (8) Certificates of insurance must contain a clause stating that coverage afforded by the policies will not be canceled or materially altered without at least thirty (30) days' advanced written notice to the Owner and Architect. If requested, Contractor shall provide true and full copies of any and all required insurance policies.
- (9) If there is Drone Exposure also include; Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate.
- (10) If Asbestos Abatement Exposure must include requirements shown in the chart above for Contractor's pollution liability.



## APPENDIX “E”

### Fair Employment Practices Agreement

#### Equal Opportunity [Affirmative Action Employer]

The Grand Rapids Public School District, as an Equal Opportunity/Affirmative Action Employer, complies with federal and state laws prohibiting discrimination, including Title IV and Title VII [with amendments] of the 1964 Civil Rights Act, Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Veterans Readjustment Act of 1974 as amended 28 USSC 20-12 and the Americans With Disabilities Act of 1990. It is the policy of the School Board that no person, on the basis of race, sex, height, weight, color, religion, national origin, or ancestry, age, marital status, disability, or veteran status, shall be discriminated against in employment, educational programs and activities, or admission.

Inquiries or complaints should be addressed to Frederica Williams, 1331 Martin Luther King Jr. St. SE, PO Box 117, Grand Rapids, Michigan 49501-0117.

## APPENDIX “F”

### Proposal Format

Provide your proposal conforming to the following order and format:

- Cover Letter
  - Include acknowledgements that the Firm has reviewed and understands information and data provided in this RFP.
  - Acknowledgement that by submitting this Proposal the Firm agrees with the contract terms as provided in the referenced documents.
- Proposal Form, and the following information - **needs notary**
  - Company profile stating years of experience, company name, address, and type of corporation.
  - Submit examples of similar projects for similar clients completed by the company.
  - Identify all relevant team members and their qualifications/resume.
  - Include a chart showing hours and rates of all Project personnel.
  - Include hourly rates, insurance, equipment safety certification, etc.
  - Familial Disclosure Affidavit – **needs notary**
  - Iran Disclosure Affidavit
  - Criminal Background Disclosure – **needs notary**
  - No-Collusive Affidavit – **needs notary**
  - Debarment and Suspension Certification
- Playground Design / Installation Experience
  - Include references for (5) similar projects in scope/size
- Clarifications / Exceptions
  - Include any exclusions or clarifications with respect to this RFP or the referenced contract terms.
- Additional Information
- 5% Bid Bonds

**PLAYGROUND DESIGN AND INSTALLATION SERVICES  
PROPOSAL FOR 2026 PLAYGROUND PROJECTS  
GRAND RAPIDS PUBLIC SCHOOLS**

Date Prepared:

Firm Name:

The undersigned firm has carefully examined the RFP for the Renovation Kent Hills, Cesar Chavez & MLK Playgrounds and has carefully examined the site and local conditions. This Lump Sum Bid Amount includes the complete scope of work, related services, taxes, fees, permits, materials, and means of construction necessary to satisfy the requirements of this proposal.

**Receipt of Addenda**

Receipt of Addenda \_\_\_\_\_ through \_\_\_\_\_ is hereby acknowledged.

**Summary of Bids**

Kent Hills Elementary Site Bid Sub Total                      \$ \_\_\_\_\_

Cesar Chavez Elementary Site Bid Sub Total                      \$ \_\_\_\_\_

Martin Luther King Jr. Site Bid Sub Total                      \$ \_\_\_\_\_

The firm accepts as full and complete payment the total Lump Sum Bid in the amount of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. (\$ \_\_\_\_\_)

The cost of the 100% Payment & Performance Bond is included in the base bid ☐

We have included bid security in the amount of 5% of the base bid as required ☐

In the event additional subconsultants are required to complete this project, please state your percentage mark-up, if any, for including the services of additional consultants under your primary contract.

Percentage mark-up for subconsultants \_\_\_\_\_%

The Owner reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding. The Owner reserves the right to award one or multiple sites of the overall project to a single bidder or to multiple bidders.

**Contractor's Signature**

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Contractor's Name	Telephone Number
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Business Address	City	Zip Code
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Signature	Title	Date
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Printed Name of Signer

The Corporate Seal of \_\_\_\_\_ was hereunto affixed In  
the Presence of:

---

Signature

---

Printed Name and Title

(seal)

---

Date

# SWORN STATEMENT OF FAMILIAL RELATIONSHIP

As required by Section 1267 of the Revised School Code – MCL 380.1267

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says:

That \_\_\_\_\_ (The “Bidder”) has bid for an improvement to the following described project located in Kent County, Michigan, which is owned by the Grand Rapids Public Schools:

**Project Name:** \_\_\_\_\_

That the following is a statement of disclosure of any familial relationship that exists between the owner or any employee of the Bidder and any member of the Grand Rapids Public Schools Board of Education or Superintendent, as required pursuant to Section 1267 of the Revised School Code, as amended.

1. ☐ That there are no such familial relationships existing at this time.

OR

2. ☐ That a familial relationship exists between

\_\_\_\_\_,

an ☐ owner ☐ employee of the Bidder who is the  
\_\_\_\_\_ relationship

of \_\_\_\_\_, who is ☐ a member of the  
Board, ☐ the Superintendent.

Deponent \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Acting in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**IRAN BUSINESS RELATIONSHIP  
AFFIDAVIT**

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan must comply with the “Iran Economic Sanctions Act”. The following certification is to be signed and included at time of submittal.

**Certificaton**

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business” as the term is defined in the Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_

# Criminal Background Affidavit

The undersigned, the owner or authorized officer of the below-named Firm, pursuant to the criminal background compliance certification requirements of Grand Rapids Public Schools (the "School District") hereby represents and warrants that the Firm has performed and/or will perform sufficient criminal background checks, including at a minimum, an Internet Criminal History Tool ("ICHAT") check, for all of its owners, employees, agents, representatives, contractors and/or other personnel who will be on any School District premises to carry out the services contemplated by the Contract Documents. The Firm further hereby certifies that no owner, employee, agent, representative, contractor and/or other personnel of the Firm will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Firm further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the School District may immediately terminate the Contract.

**FIRM:**

Name of FIRM

By: \_\_\_\_\_

Its:

STATE OF \_\_\_\_\_)  
 )ss.

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_;

---

Notary Public

County \_\_\_\_\_,

My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

## NON-COLLUSIVE AFFIDAVIT

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that:

1. The proposal has been arrived at by the consultant independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent bidding or competition; and,

2. The contents of the proposal have not been communicated by the consultant or its employees or agents to any person not an employee or agent of the consultant or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

\_\_\_\_\_  
Signature of Consultant

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_, Notary Public

\_\_\_\_\_ County \_\_\_\_\_,

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_



## DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

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Exceptions will not necessarily result in denial or award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes:** *Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this document on the signature portion thereof shall also constitute signature of this Certification.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**REQUEST FOR INFORMATION**

PROJECT: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**QUESTION:**  
(Type or print in box, or attach additional typed pages with this cover page.)

**SEND TO:** Dale Cammenga  
Grand Rapids Public Schools  
[cammengad@grps.org](mailto:cammengad@grps.org)