

CENTRAL PARK SITE IMPROVEMENTS 2024

GENERAL CONTRACT

OCTOBER 9, 2023



Artisan Contracting of MI LLC
349 Mcpherson St
Highland, MI 48357

Milford Downtown Development Authority
1100 Atlantic Street
Milford, MI 48381

Meet Me in Milford



Central Park Improvements Site Improvements 2024

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ADVERTISEMENT FOR BID

Central Park Site Improvements
Village of Milford

Sealed Bids for Central Park Site Improvements will be received at the office of the Village of Milford until 2:00 PM local time, on September 21, 2023, by the office of the Village Clerk located at 1100 Atlantic St., Milford, MI 48381. The major items of work involved are as follows:

Removals, clearing, topsoil stripping & stockpiling, earthwork, rough & fine grading, storm sewer, utility adjustments, electrical service, outlets & lighting, asphalt & concrete paving & curbing, retaining walls, sports courts, landscaping, irrigation and site furnishings

*All construction must be completed by July 31, 2024. Construction may begin in October 2023 and continue through the winter as winter conditions allow. The bid specifications cover the schedule and bid requirements in more detail.

The Contract Documents for this project are on file and may be examined on and after 10:00 AM local time, on September 1, 2023, at the following location: Village of Milford, 1100 Atlantic St., Milford, MI 48381.

Digital copies thereof may be obtained on or after 9:00 AM local time, September 1, 2023 from Grissim Metz Andriese Associates, Attn: Brad Bouchard, Email: bradb@gma-la.com, Phone: 248-869-2338 or on the Village of Milford website at [Village of Milford Bids and Opportunities](#)

The OWNER reserves the right to accept any Bid, reject any Bid, or waive irregularities in Bids.

No Bid may be withdrawn for a period of 60 calendar days after the scheduled closing time for receipt of the Bids.

A voluntary pre-bid meeting is scheduled for this project on September 12th, 2023 at 10:00 AM local time, at the Central Park at the pavilion near the south parking lot, Village of Milford.

Shannon Warner, Village Clerk
Village of Milford

INFORMATION SHEET

OWNER: Village of Milford Downtown Development Authority
Contact: Ann Barnette, Director
abarnette@villageofmilford.org
(248) 684-9719

SITE LOCATION: Central Park, 159 N. Main Street, Milford, Michigan

SCOPE OF WORK: Removals, clearing, topsoil stripping & stockpiling, earthwork, rough & fine grading, storm sewer, utility adjustments, electrical service, outlets & lighting, asphalt & concrete paving & curbing, retaining walls, sports courts, landscaping, irrigation and site furnishings

WORK BY OTHERS: Pavilion, gas service, deck, boardwalk and custom swings on deck

VOLUNTARY BUT STRONGLY ENCOURAGED TO ATTEND PRE-BID MTG: September 12, 2023, 10:00am
Central Park Pavilion near parking lot and playscape

SCHEDULE: All construction must be completed by July 31, 2024. Construction may begin in October 2023 and continue through the winter as winter conditions allow. The bid specifications cover the schedule and bid requirements in more detail.

BID DUE DATE: September 21, 2023, 2:00pm

DELIVER BID TO Village Clerk
Village of Milford
1100 Atlantic Street
Milford Michigan

SECTION 00632A - SAMPLE LETTER TO ACCOMPANY FINAL REQUEST FOR PAYMENT,
INCLUDING RETAINAGE

(Address)

Re: Bond No. _____
(Contractor)
For: (Type of Work)

Gentlemen:

As surety on performance bond in the penalty of \$_____, date on or about the _____, _____, _____ and guaranteeing performance of the above-described contract, as well as labor and material bond in the amount of \$_____, dated on or about the _____, day of, _____, and in favor of _____ guaranteeing payment of labor, material bills, in connection with said contract, we hereby authorize the Architect to issue a certificate of payment for the Contractor’s final request, including final release of retainage, in the amount of \$_____, without having lien waivers furnished by the Contractor and his subcontractors.

The total amount we authorize this date for payment on this contract, including all previous requests and this current request is _____.

The undersigned acknowledges that this authorization for final payment does not preclude the protection afforded by the labor and material and performance bonds issued for this project as required by the contract documents.

(SIGNED) Insurance Company

SECTION 006500 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 COMPLETION REQUIREMENTS:

- A. The project completion shall include incorporated alternates, changes in work and punch list items and other stated requirements of the contract documents paragraphs of this section.

1.2 RETAINAGE RELEASE:

- A. Retainage will be released upon total completion of the work Contractor is involved with and submission of all required documentation, 10% of living plant materials will be retained through the one year warranty period.

1.3 GUARANTEES:

- A. As a condition of final payment, Contractor shall execute a guarantee using the form in this specification, warranting all of his material and workmanship to remain in serviceable and satisfactory condition and to make good at his own expense any imperfection which may develop during the guarantee period and any damage to other work caused by such imperfections or the repairing of such other work.
- B. The time period of all guarantees shall be one year from the date of Owner's acceptance of the work. Other specific periods shall be listed separately in the guarantee form.
- C. Each guarantee shall cover all the work of the contract, including the work of all Subcontractors and the guarantee required by individual trade sections of the specifications. The Subcontractors as required to guarantee their work to the Contractor, but are not required to furnish guarantee forms to the Owner.
- D. Performance bonds and labor and material bonds furnished as contract security are to assume the Owner of these guaranteed.
- E. Waivers of lien may be required for final completion at the discretion of the Owner.

1.4 AFFIDAVITS AND INSPECTIONS:

- A. Contractor shall provide evidence of required affidavits and inspections from governing agencies prior to final payment.

END OF SECTION 006500

SECTION 002113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 PROPOSAL:

- A. Owner will receive Bids on "Proposal Form" provided (ALL blanks must be completed), delivered in conformity with "Information Sheet". Please type, if possible. Submit a copy of bid to Sue Grissim at Grissim Metz Andriese, sueg@gma-la.com after 2pm on September 21, 2023. Copy may be emailed.
- B. Bid shall be based upon requirements of Drawing(s) and Specifications.
- C. Proposal for original Contract work and for all future work thereunder to include all present applicable taxes, premiums, assessments, other like payments, fees or obtaining permits and licenses, and to be in full for all direct and indirect charges and expenses for proposed work.
- D. Erasures or changes in Bid must be initialed by Bidder.
- E. Bid must be in sealed envelope with Bidder's firm name appearing thereon, and clearly labeled per "Information Sheet", Envelope and include bid bond covering 5% of the bid proposal value and insurance coverage as described in the supplemental general conditions.
- F. No Bid may be withdrawn for a period of forty-five (45) days after opening thereof.
- G. Owner reserves right to reject any or all proposals submitted for any reason and to waive any irregularities contained therein.
- H. Owner reserves right to increase or decrease Contract work on basis of Unit Prices submitted by successful Bidder.
- I. Contract based upon completion of work according to Contract Documents as defined in "General Conditions", all in time and manner as therein set forth.

1.2 EXPLANATION BY ADDENDUM:

- A. No oral interpretation shall be made to the Bidder as to meaning of the Drawing(s), Specifications, or other Contract Documents. Every request for interpretation to be made in writing to the Landscape Architect five (5) days prior to Bid Due Date. Every interpretation made to the Bidder shall be in the form of an Addendum. All such Addenda become part of Contract Documents.

1.3 MISCELLANEOUS:

- A. Quantities have been carefully estimated, but it is the responsibility of the Bidding Contractor to verify all quantities and report discrepancy prior to Bid Due Date.
- B. Term "Owner" also refers to any entity designated by the Owner, whether as Manager, General Contractor, Owner's Representative, Construction Manager, etc.
- C. A detailed progress schedule must be submitted to Owner's representative two weeks prior to beginning construction. The Contractor must submit weekly progress updated throughout construction to Owner's representative for approval.

1.4 EXAMINATION OF SITE(S), DRAWING(S), ETC.:

- A. Bidder to visit site(s) of proposed work, listed on “Information Sheet”, to become fully acquainted with conditions relating to construction and labor, and to fully understand facilities, difficulties, and restrictions attending execution of work under proposed Contract. Bidder to thoroughly examine and be familiar with Drawing(s) and Contract Documents. Failure or omission of Bidder to receive and examine any form, instrument, addendum or other document, or to visit site(s) to become acquainted with existing conditions, will in no way relieve him from any obligation with respect to Bid or Contract. Submission of Bid taken as prima facie evidence of compliance with this section. Before submitting Proposal, Bidder’s attention directed to “Submittal General Conditions” paragraph Soil Conditions.

END OF SECTION 002113

SPECIAL INSTRUCTIONS

PART 1 – GENERAL

1.1 NAME AND STATUS OF BIDDER:

- A. Name and legal status of Bidder, that is, as a corporation, partnership, or as an individual, to be stated in Proposal Form.
- B. Anyone signing Proposal as agent of another (or others) must submit evidence of authority to do so, with Proposal.
- C. Place of residence of Bidder, or office address in case of firm or company, with county and state, must be given in Proposal.

1.2 BIDDER'S QUALIFICATIONS:

- A. No Proposal will be considered from Bidder unless known to be qualified and experienced in work of nature similar to that covered by Drawings and Specifications, or unless Bidder presents evidence of such qualifications. In order to aid Owner in determining qualifications and responsibility, Bidder to furnish evidence, within forty-eight (48) hours of request by Owner, setting forth experience and familiarity with work proposed, and financial ability to complete work as required by proposed Contract, together with evidence of reliability to carry out previous contractual obligations. Such evidence may include, without being limited to:
 - 1. Address/description of Bidder plant/place of business
 - 2. List of major equipment available for use on proposed work
 - 3. Performance record within last three (3) years
 - 4. Evidence of License To Do Business in State of Michigan, if incorporated under laws of other states.
- B. Certified or authenticated financial statement dated within sixty (60) days prior to Bid opening. Owner may require any items of such statements to be further verified.
- C. List of contracts on which Bidder is currently engaged.
 - 1. Such additional information as may satisfy Owner of competence and reliability of Bidder.

1.3 BID DEPOSIT & INSURANCE:

- A. Proposal to be accompanied by Bid Deposit in form of Bid Bond, or Certified/Cashier's Check drawn upon bank in good standing, for not less than five (5%) percent of the total amount of Proposal, at prices stated therein, and to furnish acceptable surety for faithful and entire fulfillment. Such Certified/Cashier's Check to be payable to Owner and subject to conditions specified in Proposal.
- B. Proposal to be accompanied by bidder's verification that all insurance requirements as listed in the supplemental general conditions can be met.

1.4 BONDS:

- A. Bidder to provide a Bid Bond covering 5% of the bid proposal value.

- B. Within fourteen (14) calendar days of notification by Owner of Award of Contract, successful Bidder to submit:
 - 1. 100% Performance Bond
 - 2. 100% Labor and Materials Bond (covering indebtedness to subcontractors, if any involved)
 - 3. 50% Maintenance and Guarantee Bond (one year)
 - C. Bonds to be written by surety licensed to do business in the State of Michigan, in full amount of Contract, payable to Owner. All expenses connected with furnishing Bonds to be borne by Contractor.
- 1.5 OTHER INSTRUCTIONS:
- A. Owner has right to pre-approve Contractor and also has the right to approve or reject subcontractors, which would serve Owner's best interest.
 - B. Contractor to provide proposed schedule including work sequencing to demonstrate their ability to perform scope within proposed schedule as noted on Information Sheet.

END OF SECTION

CENTRAL PARK IMPROVEMENTS - SITEWORK IMPROVEMENTS
Milford, Michigan

M32-222.001
September 15, 2023
ADDENDUM NO. 1

SECTION 004200 - PROPOSAL FORM

Name of Bidding Contractor: Artisan Contracting of MI LLC

1. CERTIFICATIONS AND BASE BID

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder hereinafter referred to as Contractor, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications and all subsequent Addenda, as prepared by Grissim Metz Andriese Associates, and their consultants, having visited the site and being familiar with all conditions and requirements agrees to contract with Milford Downtown Development Authority, hereinafter referred to as Owner, and agrees to furnish all material, labor, tools, equipment, utility transportation services and supervision, including all scheduled allowances necessary to perform and complete, in a satisfactory manner, all work required in conjunction with the above-named project, according to the requirements of the Procurement and Contracting Documents, and to accept as full payment thereof, subject to additions and / or deletions required by Contract, the stipulated sum of:

TOTAL BASE BID:

A. Two Million One Hundred Six Thousand Three Hundred Sixty Four Dollars (\$ 2,196,364.25)
B. The above amount may be modified in the future by amounts indicated in the Alternates Section.

2. ANALYSIS OF BID:

Unit Costs submitted for Contract additions / deletions, inclusive of any maintenance and guarantee period not separately listed. Total must equal Base Bid above. Contractor is responsible for verifying estimated quantities of materials. All work to be installed complete, as detailed on the Drawing(s), within quote Base Bid.

3. TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to fully complete the Work by July 31, 2024.

4. SITE HARDSCAPE AND LANDSCAPE WORK:

	Item	Unit	Quantity	Unit Price	Total
Project Start Up/	Mobilization and staging	lump sum			\$ 40,000.00
Permits	Traffic control, barricading, fencing and gates	lump sum			\$ 35,000.00
General Conditions	Permits (electrical, R.O.W., SESC)	allowance			\$ 6,500.00
	General conditions (bonds, insurance)	lump sum			\$ 65,000.00
	Start Up/General Conditions Total:				\$ 146,500.00

SESC/Demolition	SESC - silt fence along river and creek	lf.	1,763	\$ 4.00	\$ 7,052.00
	SESC - inlet protection	ea.	8	\$ 200.00	\$ 1,600.00
	Tree protection fencing	lf.	3,492	\$ 4.00	\$ 13,968.00
	Remove misc. (bumper blocks, sportsfield misc. fencing, drinking fountain, bike racks, etc.)	lump sum			\$ 4,500.00
	Remove and salvage misc. (Flagpole, guardrail, wood monument sign, bumper blocks, basketball hoops, benches, kiosk, memorial rock)	lump sum			\$ 8,000.00
	Remove picnic shelter	lump sum			\$ 5,000.00
	Electrical and lighting demolition	lump sum			\$ 5,000.00
	Site pavements, gravel, sand, infield mix, curb removal	lump sum			\$ 45,000.00
	Site vegetation and lawn removal	lump sum			\$ 23,000.00
	SESC/Demolition Total:				\$ 113,120.00

Earthwork	All earthwork to meet proposed grades (includes rough and fine grading)	lump sum			\$ 157,500.00
	Peat excavation (2' depth in west end parking lot and stockpile)	cy.	557	\$ 25.00	\$ 13,925.00
	Topsoil stripping and stockpile (assume 6" depth)	cy.	1,983	\$ 15.00	\$ 29,745.00
	Earthwork Total:				\$ 201,170.00

Hardscape	Concrete curb and gutter	lf.	1,568	\$ 35.00	\$ 54,880.00
	Concrete curb and gutter with subgrade underdrain	lf.	188	\$ 50.00	\$ 9,400.00
	Concrete mountable curb and gutter	lf.	50	\$ 50.00	\$ 2,500.00
	Upper parking lot concrete spillway complete (includes removals, curb and gutter, concrete spillway, and reinforced lawn)	lump sum			\$ 7,000.00
	Standard duty concrete paving (4" thick slab)	sf.	20,982	\$ 8.00	\$ 167,856.00
	Standard duty concrete paving (5" thick slab at bike racks)	sf.	95	\$ 9.00	\$ 855.00
	Standard duty concrete paving (6" depth aggregate base)	cy.	390	\$ 120.00	\$ 46,800.00
	Concrete paving thickened edge at deck / boardwalk connections	ea.	2	\$ 500.00	\$ 1,000.00
	Heavy duty concrete paving (6" thick slab)	sf.	902	\$ 10.00	\$ 9,020.00
	Heavy duty concrete paving (8" depth aggregate base)	cy.	22	\$ 120.00	\$ 2,640.00
	Standard duty concrete paving at pavillion (4" thick slab, base N.I.C.)	sf.	1,890	\$ 10.00	\$ 18,900.00
	Exposed aggregate concrete paving at pavillion (4" thick slab, base N.I.C.)	sf.	3,340	\$ 16.00	\$ 53,440.00
	Stabilized decomposed granite (3" depth on sand base)	sf.	710	\$ 8.00	\$ 5,680.00

	Barrier free ramps (curb backing and detectable warning strip)	ea.	10	\$ 500.00	\$	5,000.00
	Concrete bumper blocks	ea.	21	\$ 150.00	\$	3,150.00
	2' width bituminous asphalt patch (base to match existing)	lf.	222	\$ 40.00	\$	8,880.00
	Standard duty asphalt paving (1 1/2" wearing over 2" leveling)	sf.	29,673	\$ 3.75	\$	111,273.75
	Standard duty asphalt paving (8" depth aggregate base)	cy.	622	\$ 90.00	\$	55,980.00
	Heavy duty asphalt paving (1 1/2" wearing over 2" leveling)	sf.	+/- 7,500	\$ 3.75	\$	28,125.00
	Heavy duty asphalt paving (24" depth base including aggregate choke layer, geogrid, and crushed concrete)	cy.	(+/-) 556	\$ 80.00	\$	44,480.00
	Sand for volleyball court	cy.	148	\$ 60.00	\$	8,880.00
	Boulder retaining wall at Huron River Bank	lump sum			\$	10,000.00
	Boulder retaining wall at Fire Pit terrace	ff.	133	\$ 65.00	\$	8,645.00
	Precast concrete segmental retaining wall at sanitary vault	ff.	60	\$ 120.00	\$	7,200.00
	Precast concrete segmental retaining wall at terraced seating	ff.	234	\$ 110.00	\$	25,740.00
	Non-motorized boat launch complete (includes excavation, boulder retaining walls, aggregate surface, timber steps)	lump sum			\$	12,000.00
	Removable bollard on concrete footing	ea.	1	\$ 3,000.00	\$	3,000.00
	Hardscape Total:				\$	712,324.75

Utilities /	Misc. structure adjustments (monitoring wells, utility structure covers, etc.)	lump sum			\$	7,000.00
Storm Sewer /	Trenching, sleeving and bedding (irrigation, gas, electrical)	lump sum			\$	4,000.00
Drainage	48" dia. manhole and tap into existing storm	ea.	1	\$ 7,000.00	\$	7,000.00
	48" dia. curb inlet	ea.	2	\$ 6,500.00	\$	13,000.00
	48" dia. catch basin	ea.	2	\$ 6,000.00	\$	12,000.00
	10" dia. concrete end section	ea.	1	\$ 800.00	\$	800.00
	6" dia. concrete end section	ea.	2	\$ 300.00	\$	600.00
	Spee-D basins with grates on risers	ea.	6	\$ 350.00	\$	2,100.00
	Concrete spillway, trench and grate with rip rap outlet	ea.	2	\$ 7,000.00	\$	14,000.00
	4" perforated drain tile in peastone trench (volleyball courts)	lf.	228	\$ 30.00	\$	6,840.00
	Underdrain, 4" perforated drain tile in 12" depth sand trench (ice rink and walls)	lf.	835	\$ 25.00	\$	20,875.00
	Underdrain, 4" perforated drain tile in 18" depth sand trench (swale)	lf.	165	\$ 30.00	\$	4,950.00
	Sewer, CI E, 12" dia.	lf.	136	\$ 120.00	\$	16,320.00
	10" dia. PVC drain line	lf.	63	\$ 100.00	\$	6,300.00
	8" dia. PVC drain line	lf.	91	\$ 90.00	\$	8,190.00
	6" dia. PVC drain line	lf.	431	\$ 70.00	\$	30,170.00
	Cleanouts	ea.	3	\$ 500.00	\$	1,500.00
	Utilities / Storm Sewer / Drainage Total:				\$	155,645.00

Signage and	Site signs (stop, BF parking and one way)	ea.	11	\$ 300.00	\$	3,300.00
Pavement Striping	Parking lot stall striping	lump sum			\$	4,000.00
	One way arrow symbol	ea.	4	\$ 100.00	\$	400.00
	ADA accessible symbol	ea.	6	\$ 100.00	\$	600.00
	Stop bar	ea.	2	\$ 100.00	\$	200.00
	Pedestrian crosswalks	ea.	3	\$ 100.00	\$	300.00
	Basketball court striping	ea.	2	\$ 1,000.00	\$	2,000.00
	Signage and Pavement Striping Total:				\$	10,800.00

Sports Fields/	Basketball courts - install salvaged basketball hoops	ea.	4	\$ 500.00	\$	2,000.00
Site Furniture	Volleyball court - provide and install edge guard, net poles, net, court boundary lines	lump sum			\$	11,000.00
	Relocate salvaged memorial benches on concrete pad	ea.	2	\$ 500.00	\$	1,000.00
	Relocate salvaged basketball benches in concrete footings	ea.	2	\$ 500.00	\$	1,000.00
	Drinking fountain complete	ea.	1	\$ 8,000.00	\$	8,000.00
	Relocate playground kiosk complete	ea.	1	\$ 1,500.00	\$	1,500.00
	Art Asia Fire Pit installed on concrete paver base	ea.	1	\$ 8,000.00	\$	8,000.00
	Sports Fields/Site Furniture Total:				\$	32,500.00

Wellhead Fence	Remove, salvage and reinstall chainlink fencing	lf.	99	\$ 35.00	\$	3,465.00
and Gate Enclosure	Remove chainlink fencing and dispose	lf.	48	\$ 10.00	\$	480.00
	Remove, salvage and install single swing gate with hardware	ea.	1	\$ 600.00	\$	600.00
	Remove, salvage and reinstall double swing gate and hardware with new posts	ea.	1	\$ 1,500.00	\$	1,500.00
	Wellhead Fence and Gate Enclosure Total:				\$	6,045.00

Landscape	Acer rubrum 'Autum Blaze', Autumn Blaze Maple, 2.5" cal.	ea.	2	\$ 600.00	\$	1,200.00
	Acer rubrum 'Autum Blaze', Autumn Blaze Maple, 3" cal.	ea.	5	\$ 650.00	\$	3,250.00
	Acer saccharum 'Green Mountain', Green Mountain Sugar Maple, 2.5" cal.	ea.	2	\$ 600.00	\$	1,200.00

Acer saccharum ' Green Mountain', Green Mountain Sugar Maple, 3" cal.	ea.	3	\$ 660.00	\$ 1,980.00
Acer saccharum ' Green Mountain', Green Mountain Sugar Maple, 3.5" cal.	ea.	3	\$ 770.00	\$ 2,310.00
Ginkgo biloba, Ginkgo Tree (male only), 2.5" cal.	ea.	3	\$ 660.00	\$ 1,980.00
Ginkgo biloba, Ginkgo Tree (male only), 3" cal.	ea.	4	\$ 750.00	\$ 3,000.00
Ginkgo biloba, Ginkgo Tree (male only), 3.5" cal.	ea.	2	\$ 820.00	\$ 1,640.00
Liriodendron tulipifera, Tuliptree, 3" cal.	ea.	3	\$ 700.00	\$ 2,100.00
Nyssa sylvatica, Black Gum, 3" cal.	ea.	3	\$ 700.00	\$ 2,100.00
Quercus bicolor, Swamp White Oak, 2.5" cal.	ea.	2	\$ 600.00	\$ 1,200.00
Quercus bicolor, Swamp White Oak, 3" cal.	ea.	2	\$ 700.00	\$ 1,400.00
Quercus coccinea, Scarlet Oak, 2.5" cal.	ea.	2	\$ 600.00	\$ 1,200.00
Quercus coccinea, Scarlet Oak, 3" cal.	ea.	2	\$ 700.00	\$ 1,400.00
Quercus coccinea, Scarlet Oak, 3.5" cal.	ea.	3	\$ 800.00	\$ 2,400.00
Quercus robur, Blur Oak, 3" cal.	ea.	3	\$ 660.00	\$ 1,980.00
Salix babylonica, Weeping Willow, 3" cal.	ea.	1	\$ 550.00	\$ 550.00
Abies concolor, Concolor Fir, 8' ht.	ea.	8	\$ 650.00	\$ 5,200.00
Abies concolor, Concolor Fir, 10' ht.	ea.	8	\$ 780.00	\$ 6,240.00
Metasequoia glyptostroboides, Dawn Redwood, 2.5" cal.	ea.	2	\$ 630.00	\$ 1,260.00
Metasequoia glyptostroboides, Dawn Redwood, 3" cal.	ea.	4	\$ 700.00	\$ 2,800.00
Taxodium distichum, Bald Cypress, 3" cal.	ea.	3	\$ 680.00	\$ 2,040.00
Thuja x 'Green Giant', Green Giant Arborvitae, 8' ht.	ea.	11	\$ 450.00	\$ 4,950.00
Thuja x 'Green Giant', Green Giant Arborvitae, 10' ht.	ea.	8	\$ 520.00	\$ 4,160.00
Amelanchier laevis, Allegheny Serviceberry, 8' ht.	ea.	3	\$ 520.00	\$ 1,560.00
Amelanchier laevis, Allegheny Serviceberry, 10' ht.	ea.	3	\$ 550.00	\$ 1,650.00
Cercis canadensis, Eastern Redbud, 8' ht.	ea.	9	\$ 500.00	\$ 4,500.00
Cercis canadensis, Eastern Redbud, 10' ht.	ea.	6	\$ 550.00	\$ 3,300.00
Buxus x sp., Boxwood - variety/size match existing	ea.	14	\$ 125.00	\$ 1,750.00
Echinacea 'Pixie Meadowbrite', 'Pixie Meadowbrite' Purple Coneflower, 1 gal.	ea.	135	\$ 30.00	\$ 4,050.00
Hydrangea arborescens incrediball, Incrediball Smooth Hydrangea, 3 gal.	ea.	107	\$ 75.00	\$ 8,025.00
Hydrangea paniculata 'Bobo', Bobo Hydrangea, 3 gal.	ea.	27	\$ 75.00	\$ 2,025.00
Hydrangea quercifolia 'Pee Wee', 'Pee Wee' Oakleaf Hydrangeas, 3 gal.	ea.	80	\$ 75.00	\$ 6,000.00
Juniperus horizontalis 'Andorra', Andorra Juniper, 3 gal.	ea.	86	\$ 60.00	\$ 5,160.00
Pennisetum alopecuroides 'Hamel', 'Hamel' Dwarf Fountain Grass, 1 gal.	ea.	520	\$ 25.00	\$ 13,000.00
Rudbeckia fulgida 'Goldsturm', Goldsturm Black-eyed Susan, 1 gal.	ea.	135	\$ 25.00	\$ 3,375.00
Schizachyrium scoparium 'The Blues', 'The Blues' Little Bluestem, 1 gal.	ea.	726	\$ 25.00	\$ 18,150.00
Sporobolus heterolepis, Prairie Dropseed, 1 gal.	ea.	228	\$ 25.00	\$ 5,700.00
Reinstall topsoil and peat mix from on site stockpiles 3" depth all seeded lawn and native seed mix areas	cy.	2,200	\$ 25.00	\$ 55,000.00
Plant Mix	cy.	300	\$ 60.00	\$ 18,000.00
Double processed shredded bark mulch	cy.	96	\$ 60.00	\$ 5,760.00
Seeded lawn with erosion control blanket	sf.	222,720	\$ 0.25	\$ 55,680.00
Herbicide applications for all areas to receive native seed mix	ea.	3	\$ 500.00	\$ 1,500.00
Native Dry Shortgrass Prairie seed mix installation with erosion control blanket, cover crop and maintenance per specs	sf.	3,673	\$ 0.70	\$ 2,571.10
Native Wet-Mesic Prairie seed mix installation with erosion control blanket, cover crop and maintenance per specs	sf.	4,752	\$ 0.70	\$ 3,326.40
Native Wet Meadow seed mix installation with erosion control blanket, cover crop and maintenance per specs	sf.	2,715	\$ 0.70	\$ 1,900.50
Native Forested Wetland Establishment seed mix installation with erosion control blanket, cover crop and maintenance per specs	sf.	720	\$ 1.20	\$ 864.00
1 year warranty and maintenance (not including prairie, native and wetland seeded areas)	lump sum			\$ 12,000.00
3 year warranty and maintenance (prairie, native, and wetland seeded areas)	lump sum			\$ 9,500.00
Steel edging	lf.	515	\$ 10.00	\$ 5,150.00
Shovel cut edging	lf.	430	\$ 1.75	\$ 752.50
Coir log	lf.	40	\$ 25.00	\$ 1,000.00
Cobblestone below deck	cy.	14	\$ 300.00	\$ 4,200.00
non-woven filter fabric below deck	sf.	1,425	\$ 1.50	\$ 2,137.50
Landscape Total:				\$ 315,127.00

Irrigation	Irrigation system complete at Veterans Memorial area	lump sum		\$ 26,000.00
	Irrigation system complete drawing from creek excluding pump	lump sum		\$ 86,000.00
	Park system pump components detail 11 sheet L803	lump sum		\$ 42,000.00
	Irrigation improvements in Area C sheet L802	lump sum		\$ 4,000.00
	Irrigation Total:			\$ 158,000.00

Electrical/Lighting	Platform Panel	lump sum		\$ 4,000.00
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Existing Panel Modifications	lump sum			\$	4,500.00
Pump Station 480V Panel Circuit Breaker	lump sum			\$	2,000.00
Receptacle Ground Boxes	ea.	3	\$ 1,850.00	\$	5,550.00
Photocells	ea.	2	\$ 600.00	\$	1,200.00
Handholes	ea.	4	\$ 1,150.00	\$	4,600.00
3/4" PVC Conduit	lf.	189	\$ 7.50	\$	1,417.50
1" PVC Conduit	lf.	1,504	\$ 8.40	\$	12,633.60
1-1/4" PVC Conduit	lf.	913	\$ 10.00	\$	9,130.00
2" PVC Conduit	lf.	202	\$ 12.00	\$	2,424.00
3/4" Rigid Conduit	lf.	87	\$ 20.00	\$	1,740.00
1" Rigid Conduit	lf.	310	\$ 20.00	\$	6,200.00
1-1/4" Rigid Conduit	lf.	70	\$ 14.50	\$	1,015.00
2" Rigid Conduit	lf.	15	\$ 70.00	\$	1,050.00
#12 Conductors	lf.	888	\$ 2.00	\$	1,776.00
#10 Conductors	lf.	6,988	\$ 1.95	\$	13,626.60
#8 Conductors	lf.	1,260	\$ 2.70	\$	3,402.00
#2 Conductors	lf.	1,744	\$ 5.20	\$	9,068.80
Driveway pole lights installed on concrete foundations (LP1)	ea.	9	\$15,600.00	\$	140,400.00
Parking lot pole lights installed on concrete foundations (LP2)	ea.	4	\$18,000.00	\$	72,000.00
Pathway lights installed complete (LPH1)	ea.	16	\$ 1,250.00	\$	20,000.00
Handrail lighting on deck (RL)	ea.	13	\$ 800.00	\$	10,400.00
Aluminum curb railing lighting on deck and boardwalk (RL)	ea.	13	\$ 800.00	\$	10,400.00
Sconce lighting on swings (SCI)	ea.	6	\$ 1,100.00	\$	6,600.00
Electrical/Lighting Total:				\$	345,133.50

TOTAL FOR ALL ITEMS ABOVE: **\$ 2,196,365.25**

Alternates	Quote change in price to provide and install new cantilever gate in lieu of using existing double swing gate, detail 1, sheets L202 and L402			\$	11,000.00
	Quote change in price to provide and install new gates and fencing in lieu of using existing fencing and gates, detail 1, sheet L402			\$	45,000.00
	Provide price for stand alone pump station package as described on sheet L803, detail 11			\$	22,000.00
	Voluntary alternate #1: <i>Lighting from Clans</i>			\$	(163,984.99)
	Voluntary alternate #2: <i>to be owner supplied</i>			\$	-
	Voluntary alternate #3: <i>deduct if both contracts</i>			\$	(18,000.00)
	Alternates Total:			\$	(103,984.99)

Add'l Unit Pricing	Owner has the option to add or deduct to the contract based on the following unit prices:			\$	-
	Subgrade undercutting, Type II	cy.		\$	100.00
	Tri-axial geogrid Tensar TX-140	sy.		\$	6.00
	Compacted sand base (6" depth)	cy.		\$	40.00

5. SUBCONTRACTORS AND SUPPLIERS

The following companies shall execute subcontracts for the portions of the Work indicated:

1. Removals: Arhgan
2. Concrete Paving: Arhgan
3. Asphalt Paving: R & R Asphalt
4. Landscaping: Stuart Land
5. Irrigation: Michigan Automatic Sprinkler
6. Earthwork: Arhgan
7. Storm Sewer: Arhgan
8. Electrical and Lighting: Advanced Contracting's Electrical
9. Native Seeding and Maintenance: Plant Wks
10. Other: _____

6. ADDENDA

Contractor acknowledges following addenda covering revisions to Drawing(s) or Specifications; Cost of such revisions has been included in quoted Base Bid.

Addendum No. 1 Dated 9-15-2023
 Addendum No. 2 Dated 9-18-2023
 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

7. SUBMISSION OF BID

Respectfully submitted this 21 day of September 2023

Submitted By: Artisan Contracting of MI LLC
(Name of bidding firm or corporation)

Authorized Signature: [Handwritten Signature]
(Handwritten signature)

Signed By: Grant Charlick
(Type or print name)

Title: Owner
(Owner/Partner/President/Vice President)

Circle One: Corporation / Partnership / Individual

Street Address: 349 McPherson Street
City, State, Zip: Ann Arbor MI 48107
Phone: 734-672-0983
License No.: _____
Federal ID No.: _____

Contractor to provide Bid Bond covering 5% of the bid proposal value.

October 4, 2023

Meet Me in Milford



Artisan Contracting of Michigan, LLC
1217 Enterprise Drive
Highland, MI 48357

Attention: Grant Charlick

Regarding: Notice of Award for Central Park Site Improvements

You are hereby notified that the Milford Downtown Development Authority (DDA) has accepted your Bid for the above-referenced project and voted to award this contract to you in the amount of **\$2,196,364.25**. This project shall consist of removals, clearing, topsoil stripping & stockpiling, earthwork, rough & fine grading, storm sewer, utility adjustments, electrical service, outlets & lighting, asphalt & concrete paving & curbing, retaining walls, sports courts, landscaping, irrigation and site furnishings as outlined in the Specifications dated September 01, 2023 and listed in your Bid submitted to the Village of Milford on September 21, 2023.

You must comply with the following conditions within fourteen (14) business days of this Notice of Award.

1. 100% Performance Bond
2. 100% Labor and Materials Bond (covering indebtedness to subcontractors, if any involved)
3. Deliver Insurance Certificates as specified in the Insurance Specifications and as called for in the Supplemental General Conditions Article 11. The Supplemental Specifications may include Insurance Specifications changes and/or requirements for additional insureds.
4. You must provide a construction schedule indicating the proposed order of work and dates for completing the major items of work. Once the schedule is accepted by the DDA, it will become part of the contract.

Failure to comply with these conditions within the time specified will entitle the DDA to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Sincerely,

A handwritten signature in black ink that reads "Ana M. Barnette".

Milford Downtown Development Authority

Cc DDA Board
Christian Wuerth, Village Manager
Mike Karll, Milford DPS
Village of Milford Administrative File

**CONSTRUCTION CONTRACT
MILFORD CENTRAL PARK
SITWORK IMPROVEMENTS**

October 9, 2023

THIS CONSTRUCTION CONTRACT (hereinafter referred to as “Contract” or “Agreement”) is made by and between the Village of Milford Downtown Development Authority, a Michigan Municipal Government Agency, whose address is 1100 Atlantic Street, Milford, MI, 48381 (“**OWNER**”) and Artisan Contracting of MI, LCC (“**CONTRACTOR**”), a Michigan Corporation whose address is 349 McPherson Street, Highland, MI, 48357 for the Construction Project (“Project”) known as:

Project Name: CENTRAL PARK IMPROVEMENTS SITE WORK IMPROVEMENTS

The OWNER's Representative (“OR”) is: Ann M. Barnette, Executive Director, Milford Downtown Development Authority (DDA) and/or Susan Grissim, Landscape Architect, Grissim Metz Andriese Associates.

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the OWNER and CONTRACTOR agree as follows:

ARTICLE 1 THE WORK:

The CONTRACTOR shall perform all the Work required by the Milford Central Park Sitework Improvements (Specifications), dated September 1, 2023 and attached exhibits, if any, for the lump sum amount of **\$2,196,364.25**

- Construction Drawings dated 09/01/2023
- Specifications dated 09/01/2023
- Addenda Issued 09/15/2023
- Addenda Issued 09/18/2023

ARTICLE 2 TIME OF COMMENCEMENT AND COMPLETION:

The Work to be performed under this Contract may commence upon execution of the terms of this contract and all requirements, and be substantially complete by July 31, 2024 as specified.

ARTICLE 3 CONTRACT AMOUNT AND BASIS:

The OWNER shall pay the CONTRACTOR an amount not to exceed that set forth in the revised Bid Proposal for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions.

ARTICLE 4 PROGRESS PAYMENTS:

Based upon Applications for Payment submitted to the OR by the CONTRACTOR and Certificates for Payment issued by the OR the OWNER shall make progress payments to the CONTRACTOR as follows:

4.1 Progress Payments

4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

4.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twentieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment

4.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

4.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

4.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

4.1.6.1 The amount of each progress payment shall first include:

That portion of the Contract Sum properly allocable to completed Work;

That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

4.1.6.2 The amount of each progress payment shall then be reduced by:

The aggregate of any amounts previously paid by the Owner;

The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

Retainage withheld pursuant to Section 4.1.7.

4.1.7 Retainage

4.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Ten percent (10%) of each amount certified for payment shall be retained by the OWNER until final payment. The Parties may agree to a different arrangement for specific projects, so long as such arrangements are made in writing, and agreed to by all Parties. In the absence of a specific written agreement setting forth another amount, the aforementioned ten percent (10%) shall be the default amount to be retained.

GENERAL CONDITIONS are not subject to retainage.

4.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

4.1.7.3 Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

4.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

4.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Payments due and unpaid under the Contract may bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 5 FINAL PAYMENT:

After completion of the Work, provided the Contract is then fully performed, subject to the provisions of Article 16 of the General Conditions, the OWNER shall publish a Notice of Final Settlement twice at least 10 days prior to the date of final settlement.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- A final Certificate for Payment has been issued by the Architect.
- The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 (Enumeration of Contract Documents: Omitted)

ARTICLE 7 CONTRACT DOCUMENTS:

7.1 The Contract Documents consist of this Agreement (which includes the General Conditions), Special Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all modifications, any performance or payment bonds, all Change Orders, all Exhibits, and all written interpretations of the Contract Documents issued by the OR. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

7.2 The Contract Documents shall be signed in not less than duplicate by the OWNER and the CONTRACTOR. If either the OWNER or the CONTRACTOR does not sign the Drawings, Specifications, or any of the other Contract Documents, the OR shall identify them. By executing the Contract, the CONTRACTOR represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.3 The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8 OWNER'S REPRESENTATIVE (OR)

8.1 The OR will provide general administration of the Contract and will be the OWNER's representative during construction and until issuance of the final Certificate for Payment.

8.2 The OR shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The OR will make periodic visits to the site for general familiarity with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the

Contract Documents. On the basis of on-site observations, the OWNER will be informed of the progress of the Work, and will endeavor to guard the OWNER against defects and deficiencies in the Work of the CONTRACTOR. The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The OR will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on such observations and the CONTRACTOR's Applications for Payment, the OR will determine the amounts owing to the CONTRACTOR and will issue Certificates for Payment in accordance with Article 16.

8.5 The OR will be, in the first instance, the interpreter of the requirements of the Contract Documents and will make decisions on all claims and disputes between the OWNER and the CONTRACTOR.

8.6 The OR will have authority to reject Work which does not conform to the Contract Documents.

ARTICLE 9 OWNER:

9.1 The OWNER shall secure any required permanent easements or real property necessary for the project and advise CONTRACTOR of the boundaries of OWNER's easements or property.

9.2 The OWNER shall issue all instructions to the CONTRACTOR through the OR.

ARTICLE 10 CONTRACTOR:

10.1 The CONTRACTOR shall supervise and direct the Work, using his best skill and attention. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically noted, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

10.3 The CONTRACTOR shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to CONTRACTOR.

10.4 The CONTRACTOR warrants to the OWNER and the OR that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective.

10.5 The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work at CONTRACTOR's expense except as provided in Article 24. The OWNER is exempt from state and local sales and use taxes. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the OR if the Drawings and Specifications are at variance therewith.

10.6 The CONTRACTOR shall be responsible for the acts and omissions of all his employees and all SUBCONTRACTORS, their agents and employees and all other persons performing any of the Work under a Contract with the CONTRACTOR.

10.7 The CONTRACTOR shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the OR for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.

10.8 The CONTRACTOR at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, all waste materials and rubbish shall be removed from and about the Project as well as tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

ARTICLE 11 SUBCONTRACTS:

11.1 A SUBCONTRACTOR is a person who has a Contract with the CONTRACTOR to perform any of the Work at the site.

11.2 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the CONTRACTOR, as soon as practicable after the award of the Contract, shall furnish to the OR in writing a list of the names of SUBCONTRACTORS proposed for the principal portions of the Work. The CONTRACTOR shall not employ any SUBCONTRACTOR to whom the OR or the OWNER may have a reasonable objection. The CONTRACTOR shall not be required to employ any SUBCONTRACTOR to whom he has a reasonable objection. Contracts between the CONTRACTOR and the SUBCONTRACTOR shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

ARTICLE 12 SEPARATE CONTRACTS AND OWNER WORK:

12.1 The OWNER reserves the right to award other Contracts in connection with other portions of the Project or other work on the site or to perform such work itself.

12.2 The CONTRACTOR shall afford other CONTRACTORS or OWNER reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13 ROYALTIES AND PATENTS:

The CONTRACTOR shall pay all royalties and license fees. The CONTRACTOR shall defend all suits or claims for infringement of any patent rights and shall save the OWNER harmless from loss on account thereof.

ARTICLE 14 PERFORMANCE AND PAYMENT BONDS

14.1 Bonds shall be submitted by CONTRACTOR within 14 calendar days of Notice of Award, according to the Special Instructions listed in the Bid Specifications, Section 1.4:

- 100% Performance Bond
- 100% Labor and Materials Bond (covering indebtedness to subcontractors, if any involved)
- 50% Maintenance and Guarantee Bond (one year)

14.2 Each bond shall be in the amount of the Contract sum and shall either be in the form supplied by OWNER or shall be in such other form as approved by OWNER.

14.3 Regardless of whether a bond or letter of credit is used by the CONTRACTOR and accepted by the OWNER, such bond or letter of credit shall not expire prior to two (2) years following final settlement.

ARTICLE 15 TIME:

15.1 All time limits stated in the Contract Documents are of the essence to the Contract.

15.2 If the CONTRACTOR is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the CONTRACTOR's control, or by any cause which the OR may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the OR may determine.

ARTICLE 16 PAYMENTS:

16.1 Payments shall be made as provided in Article 4 of this Agreement.

16.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims asserted or evidence which indicates probable assertion of claims, (3) failure of the CONTRACTOR to make payments properly to SUBCONTRACTORS or for labor, materials, or equipment, (4) damage to another CONTRACTOR or OWNER, or (5) unsatisfactory prosecution of the Work by the CONTRACTOR.

16.3 Final payment shall not be due until (1) the CONTRACTOR has delivered to the OWNER cash or an irrevocable letter of credit satisfactory to the OWNER indemnifying OWNER against any claim which has been asserted by anyone for labor, materials, equipment or otherwise arising out of the Contract or on account of any claim which either OWNER or CONTRACTOR believes may be asserted, (2) the OWNER has inspected and approved the Work as complying with the

Contract, (3) written consent of surety, if any is given, and (4) any manufacturers or suppliers warranties and equipment literature, and any as built plans required are delivered to OWNER.

16.4 The making of final payment shall constitute a waiver of all claims by the OWNER except those arising from (1) unsettled claims, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR except those previously made in writing and still unsettled.

ARTICLE 17 PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:

The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. CONTRACTOR shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the OWNER. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the CONTRACTOR, any SUBCONTRACTOR, any Sub-SUBCONTRACTOR or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR.

ARTICLE 18 INDEMNIFICATION AND INSURANCE:

18.1: Indemnification: See [AIA A201-2017 \(section 3.18\)](#), attached

18.2 Insurance:

The CONTRACTOR agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the CONTRACTOR pursuant to Section 18.1. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 18.1 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

18.2.1 CONTRACTOR shall procure and maintain, and shall cause any SUBCONTRACTOR of the CONTRACTOR to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to OWNER. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the CONTRACTOR pursuant to Section 18.1. In the case of any claims-

made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

18.2.1 (A) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each accident, ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and ONE MILLION DOLLARS (\$1,000,000) of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.

(B) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent CONTRACTORS, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision.

(C) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest's provision. If the CONTRACTOR has no owned automobiles, the requirements of this Paragraph (3) shall be met by each employee of the CONTRACTOR providing services to the OWNER under this contract.

18.2.2 The policy required by paragraphs 18.2.1(B) and (C) above shall be endorsed to include OWNER and OWNER's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by OWNER, its officers, or its employees, or carried by or provided through any insurance pool of OWNER, shall be excess and not contributory insurance to that provided by CONTRACTOR. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The CONTRACTOR shall be solely responsible for any deductible losses under any policy required above.

18.2.3 The certificate of insurance provided by OWNER shall be completed by the CONTRACTOR's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by OWNER prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to OWNER. The completed certificate of insurance shall be sent to OWNER.

18.2.4 Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Contract upon which OWNER may immediately terminate this Contract, or at its discretion OWNER may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by OWNER shall be repaid by CONTRACTOR to OWNER upon demand, or OWNER may offset the cost of the premiums against any monies due to CONTRACTOR from OWNER.

18.2.5 OWNER reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

18.2.6 The parties hereto understand and agree that OWNER is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the State of Michigan, as from time to time amended, or otherwise available to OWNER, its officers, or its employees.

18.2.7 The Agreement shall not be executed, and no notice or authorization to proceed shall be given until the Certificates required above, are submitted and approved by the OWNER.

ARTICLE 19 PROPERTY INSURANCE:

19.1 Otherwise provided, the CONTRACTOR shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interest of the OWNER, the CONTRACTOR, SUBCONTRACTORS and SUBCONTRACTORS in the Work and shall insure against the perils of Fire, Theft, Extended Coverage, Vandalism and Malicious Mischief. Such policy shall be an "all-risk" Builders Risk policy.

19.2 Any insured loss is to be adjusted with the OWNER and made payable to the OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause.

19.3 The CONTRACTOR shall file a copy of all such policies with the OWNER prior to the commencement of the Work.

19.4 The OWNER and CONTRACTOR waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The CONTRACTOR shall require similar waivers by SUBCONTRACTORS and Sub-SUBCONTRACTORS.

ARTICLE 20 CHANGES IN THE WORK:

20.1 The OWNER, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the OWNER, or the OR.

20.2 The Contract Sum and the Contract Time may be changed only by Change Order.

20.3 The cost or credit to the OWNER, if any, from a Change in the Work shall be determined by unit prices if specified in the Contract documents, or by mutual agreement.

ARTICLE 21 CORRECTION OF WORK:

The CONTRACTOR shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of two (2) years from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article 21 apply to Work done by SUBCONTRACTORS as well as to Work done by direct employees of the CONTRACTOR, and are in addition to any other remedies or warranties provided by law.

ARTICLE 22 TERMINATION BY THE CONTRACTOR:

If the OR fails to issue a Certificate of Payment for a period of thirty days through no fault of the CONTRACTOR, or if the OWNER fails to make payment thereon for a period of thirty days, the CONTRACTOR may, upon seven days' written notice to the OWNER and the OR, terminate the Contract and recover from the OWNER payment for all Work executed and for any proven loss sustained upon any materials, equipment tools, and construction equipment and machinery, including reasonable profit and damages.

ARTICLE 23 TERMINATION BY THE OWNER:

If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the OWNER may, after seven days' written notice to the CONTRACTOR and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR or, at his option, may terminate CONTRACTOR's work under the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the CONTRACTOR, but if such expense exceeds such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

ARTICLE 24 PERMITS:

OWNER shall be responsible for paying any Building and Plumbing Permit fees, water and sewer tap fees, and electrical deposits. CONTRACTOR shall obtain and pay for any state electrical permits and fees.

ARTICLE 25 MISCELLANEOUS PROVISIONS:

25.1 This Contract is governed by the laws of the State of Michigan.

25.2 CONTRACTOR shall not assign this Contract. The provisions of the Contract are binding on the heirs, successors or assignees of the parties.

25.3 The rights and remedies available under this Contract shall be in addition to any rights and remedies allowed by law.

25.4 No failure to enforce any provision of the Contract on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Contract concerning any subsequent or continuing breach.

25.5 The terms of this Agreement shall remain in full force and effect following final payment.

ARTICLE 26 HAZARDOUS CONDITIONS

26.1 For the purposes of this Article 26, "Hazardous Conditions" are any materials, wastes, substances and chemicals deemed to be hazardous by State, Federal, or local laws, rules, or regulations (hereinafter "Laws"), or the handling, storage, remediation, or disposal of which are regulated by applicable Laws.

26.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any Hazardous Conditions encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR will stop Work immediately in the affected area and duly notify OWNER and, if required by applicable Laws, all government or quasi-government entities with jurisdiction over the Work or site.

26.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, OWNER shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

26.1.3 CONTRACTOR shall be obligated to resume Work at the affected area only after OWNER's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Work or site.

26.1.4 CONTRACTOR will be entitled, in accordance with applicable sections or articles of this Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

26.1.5 OWNER is not responsible for Hazardous Conditions introduced to the site by CONTRACTOR, Subcontractors, or anyone for whose acts they may be liable. CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions

introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.

26.1.6 CONTRACTOR shall release and hold harmless the OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions present at the site.

SIGNATURES ON THE FOLLOWING PAGE

THIS AGREEMENT is effective this ____ day of October, 2023.

OWNER: VILLAGE OF MILFORD
DOWNTOWN DEVELOPMENT AUTHORITY

By _____
Ann M. Barnette, Executive Director

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by Ann M. Barnette, the duly authorized Executive Director of the Village of Milford Downtown Development Authority, and Shannon Warner, the duly authorized Clerk of the Village of Milford, on the _____ day of _____, 2023.

Notary Public

_____ County, Michigan

My Commission Expires: _____

CONTRACTOR: ARTISAN CONTRACTING OF MICHIGAN LLC.

By _____

Grant Charlick, Owner

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by _____, the duly authorized Owner of Artisan Contracting of Michigan LLC on the _____ day of _____, 2023. Witness my hand and official seal on the _____ day of _____, 2023.

Notary Public

_____ County, Michigan

My Commission Expires: _____

GENERAL CONDITIONS - SEE AIA A201-2017

	Standard duty asphalt paving (1 1/2" wearing over 2" leveling)	sf.	29,673	\$ 3.75	\$	111,273.75
	Standard duty asphalt paving (8" depth aggregate base)	cy.	622	\$ 90.00	\$	55,980.00
	Heavy duty asphalt paving (1 1/2" wearing over 2" leveling)	sf.	(+/-) 7,500	\$ 3.75	\$	28,125.00
	Heavy duty asphalt paving (24" depth base including aggregate choke layer, geogrid, and crushed concrete)	cy.	(+/-) 556	\$ 80.00	\$	44,480.00
	Sand for volleyball court	cy.	148	\$ 60.00	\$	8,880.00
	Boulder retaining wall at Huron River Bank	lump sum			\$	10,000.00
	Boulder retaining wall at Fire Pit terrace	ff.	133	\$ 65.00	\$	8,645.00
	Precast concrete segmental retaining wall at sanitary vault	ff.	60	\$ 120.00	\$	7,200.00
	Precast concrete segmental retaining wall at terraced seating	ff.	234	\$ 110.00	\$	25,740.00
	Non-motorized boat launch complete (includes excavation, boulder retaining walls, aggregate surface, timber steps)	lump sum			\$	12,000.00
	Removable bollard on concrete footing	ea.	1	\$ 3,000.00	\$	3,000.00
	Hardscape Total:				\$	712,324.75

Utilities /	Misc. structure adjustments (monitoring wells, utility structure covers, etc.)	lump sum			\$	7,000.00
Storm Sewer /	Trenching, sleeving and bedding (irrigation, gas, electrical)	lump sum			\$	4,000.00
Drainage	48" dia. manhole and tap into existing storm	ea.	1	\$ 7,000.00	\$	7,000.00
	48" dia. curb inlet	ea.	2	\$ 6,500.00	\$	13,000.00
	48" dia. catch basin	ea.	2	\$ 6,000.00	\$	12,000.00
	10" dia. concrete end section	ea.	1	\$ 800.00	\$	800.00
	6" dia. concrete end section	ea.	2	\$ 300.00	\$	600.00
	Spee-D basins with grates on risers	ea.	6	\$ 350.00	\$	2,100.00
	Concrete spillway, trench and grate with rip rap outlet	ea.	2	\$ 7,000.00	\$	14,000.00
	4" perforated drain tile in peastone trench (volleyball courts)	lf.	228	\$ 30.00	\$	6,840.00
	Underdrain, 4" perforated drain tile in 12" depth sand trench (ice rink and walls)	lf.	835	\$ 25.00	\$	20,875.00
	Underdrain, 4" perforated drain tile in 18" depth sand trench (swale)	lf.	165	\$ 30.00	\$	4,950.00
	Sewer, CI E, 12" dia.	lf.	136	\$ 120.00	\$	16,320.00
	10" dia. PVC drain line	lf.	63	\$ 100.00	\$	6,300.00
	8" dia. PVC drain line	lf.	91	\$ 90.00	\$	8,190.00
	6" dia. PVC drain line	lf.	431	\$ 70.00	\$	30,170.00
	Cleanouts	ea.	3	\$ 500.00	\$	1,500.00
	Utilities / Storm Sewer / Drainage Total:				\$	155,645.00

Signage and	Site signs (stop, BF parking and one way)	ea.	11	\$ 300.00	\$	3,300.00
Pavement Striping	Parking lot stall striping	lump sum			\$	4,000.00
	One way arrow symbol	ea.	4	\$ 100.00	\$	400.00
	ADA accessible symbol	ea.	6	\$ 100.00	\$	600.00
	Stop bar	ea.	2	\$ 100.00	\$	200.00
	Pedestrian crosswalks	ea.	3	\$ 100.00	\$	300.00
	Basketball court striping	ea.	2	\$ 1,000.00	\$	2,000.00
	Signage and Pavement Striping Total:				\$	10,800.00

Sports Fields/	Basketball courts - install salvaged basketball hoops	ea.	4	\$ 500.00	\$	2,000.00
Site Furniture	Volleyball court - provide and install edge guard, net poles, net, court boundary lines	lump sum			\$	11,000.00
	Relocate salvaged memorial benches on concrete pad	ea.	2	\$ 500.00	\$	1,000.00
	Relocate salvaged basketball benches in concrete footings	ea.	2	\$ 500.00	\$	1,000.00
	Drinking fountain complete	ea.	1	\$ 8,000.00	\$	8,000.00
	Relocate playground kiosk complete	ea.	1	\$ 1,500.00	\$	1,500.00
	Art Asia Fire Pit installed on concrete paver base	ea.	1	\$ 8,000.00	\$	8,000.00
	Sports Fields/Site Furniture Total:				\$	32,500.00

Wellhead Fence	Remove, salvage and reinstall chainlink fencing	lf.	99	\$ 35.00	\$	3,465.00
and Gate Enclosure	Remove chainlink fencing and dispose	lf.	48	\$ 10.00	\$	480.00
	Remove, salvage and install single swing gate with hardware	ea.	1	\$ 600.00	\$	600.00
	Remove, salvage and reinstall double swing gate and hardware with new posts	ea.	1	\$ 1,500.00	\$	1,500.00
	Wellhead Fence and Gate Enclosure Total:				\$	6,045.00

Landscape	Acer rubrum 'Autum Blaze', Autumn Blaze Maple, 2.5" cal.	ea.	2	\$ 600.00	\$	1,200.00
	Acer rubrum 'Autum Blaze', Autumn Blaze Maple, 3" cal.	ea.	5	\$ 650.00	\$	3,250.00
	Acer saccharum 'Green Mountain', Green Mountain Sugar Maple, 2.5" cal.	ea.	2	\$ 600.00	\$	1,200.00
	Acer saccharum 'Green Mountain', Green Mountain Sugar Maple, 3" cal.	ea.	3	\$ 660.00	\$	1,980.00
	Acer saccharum 'Green Mountain', Green Mountain Sugar Maple, 3.5" cal.	ea.	3	\$ 770.00	\$	2,310.00
	Ginkgo biloba, Ginkgo Tree (male only), 2.5" cal.	ea.	3	\$ 660.00	\$	1,980.00
	Ginkgo biloba, Ginkgo Tree (male only), 3" cal.	ea.	4	\$ 750.00	\$	3,000.00
	Ginkgo biloba, Ginkgo Tree (male only), 3.5" cal.	ea.	2	\$ 820.00	\$	1,640.00
	Liriodendron tulipifera, Tuliptree, 3" cal.	ea.	3	\$ 700.00	\$	2,100.00

	Nyssa sylvatica, Black Gum, 3" cal.	ea.	3	\$ 700.00	\$	2,100.00
	Quercus bicolor, Swamp White Oak, 2.5" cal.	ea.	2	\$ 600.00	\$	1,200.00
	Quercus bicolor, Swamp White Oak, 3" cal.	ea.	2	\$ 700.00	\$	1,400.00
	Quercus coccinea, Scarlet Oak, 2.5" cal.	ea.	2	\$ 600.00	\$	1,200.00
	Quercus coccinea, Scarlet Oak, 3" cal.	ea.	2	\$ 700.00	\$	1,400.00
	Quercus coccinea, Scarlet Oak, 3.5" cal.	ea.	3	\$ 800.00	\$	2,400.00
	Quercus robur, Blur Oak, 3" cal.	ea.	3	\$ 660.00	\$	1,980.00
	Salix babylonica, Weeping Willow, 3" cal.	ea.	1	\$ 550.00	\$	550.00
	Abies concolor, Concolor Fir, 8' ht.	ea.	8	\$ 650.00	\$	5,200.00
	Abies concolor, Concolor Fir, 10' ht.	ea.	8	\$ 780.00	\$	6,240.00
	Metasequoia glyptostroboides, Dawn Redwood, 2.5" cal.	ea.	2	\$ 630.00	\$	1,260.00
	Metasequoia glyptostroboides, Dawn Redwood, 3" cal.	ea.	4	\$ 700.00	\$	2,800.00
	Taxodium distichum, Bald Cypress, 3" cal.	ea.	3	\$ 680.00	\$	2,040.00
	Thuja x 'Green Giant', Green Giant Arborvitae, 8' ht.	ea.	11	\$ 450.00	\$	4,950.00
	Thuja x 'Green Giant', Green Giant Arborvitae, 10' ht.	ea.	8	\$ 520.00	\$	4,160.00
	Amelanchier laevis, Allegheny Serviceberry, 8' ht.	ea.	3	\$ 520.00	\$	1,560.00
	Amelanchier laevis, Allegheny Serviceberry, 10' ht.	ea.	3	\$ 550.00	\$	1,650.00
	Cercis canadensis, Eastern Redbud, 8' ht.	ea.	9	\$ 500.00	\$	4,500.00
	Cercis canadensis, Eastern Redbud, 10' ht.	ea.	6	\$ 550.00	\$	3,300.00
	Buxus x sp., Boxwood - variety/size match existing	ea.	14	\$ 125.00	\$	1,750.00
	Echinacea 'Pixie Meadowbrite', 'Pixie Meadowbrite' Purple Coneflower, 1 gal.	ea.	135	\$ 30.00	\$	4,050.00
	Hydrangea arborescens incrediball, Incrediball Smooth Hydrangea, 3 gal.	ea.	107	\$ 75.00	\$	8,025.00
	Hydrangea paniculata 'Bobo', Bobo Hydrangea, 3 gal.	ea.	27	\$ 75.00	\$	2,025.00
	Hydrangea quercifolia 'Pee Wee', 'Pee Wee' Oakleaf Hydrangeas, 3 gal.	ea.	80	\$ 75.00	\$	6,000.00
	Juniperus horizontalis 'Andorra', Andorra Juniper, 3 gal.	ea.	86	\$ 60.00	\$	5,160.00
	Pennisetum alopecuroides 'Hameln', 'Hameln' Dwarf Fountain Grass, 1 gal.	ea.	520	\$ 25.00	\$	13,000.00
	Rudbeckia fulgida 'Goldsturm', Goldsturm Black-eyed Susan, 1 gal.	ea.	135	\$ 25.00	\$	3,375.00
	Schizachyrium scoparium 'The Blues', 'The Blues' Little Bluestem, 1 gal.	ea.	726	\$ 25.00	\$	18,150.00
	Sporobolus heterolepis, Prairie Dropseed, 1 gal.	ea.	228	\$ 25.00	\$	5,700.00
	Reinstall topsoil and peat mix from on site stockpiles 3" depth all seeded lawn and native seed mix areas	cy.	2,200	\$ 25.00	\$	55,000.00
	Plant Mix	cy.	300	\$ 60.00	\$	18,000.00
	Double processed shredded bark mulch	cy.	96	\$ 60.00	\$	5,760.00
	Seeded lawn with erosion control blanket	sf.	222,720	\$ 0.25	\$	55,680.00
	Herbicide applications for all areas to receive native seed mix	ea.	3	\$ 500.00	\$	1,500.00
	Native Dry Shortgrass Prairie seed mix installation with erosion control blanket, cover crop and maintenance per specs	sf.	3,673	\$ 0.70	\$	2,571.10
	Native Wet-Mesic Prairie seed mix installation with erosion control blanket, cover crop and maintenance per specs	sf.	4,752	\$ 0.70	\$	3,326.40
	Native Wet Meadow seed mix installation with erosion control blanket, cover crop and maintenance per specs	sf.	2,715	\$ 0.70	\$	1,900.50
	Native Forested Wetland Establishment seed mix installation with erosion control blanket, cover crop and maintenance per specs	sf.	720	\$ 1.20	\$	864.00
	1 year warranty and maintenance (not including prairie, native and wetland seeded areas)	lump sum			\$	12,000.00
	3 year warranty and maintenance (prairie, native, and wetland seeded areas)	lump sum			\$	9,500.00
	Steel edging	lf.	515	\$ 10.00	\$	5,150.00
	Shovel cut edging	lf.	430	\$ 1.75	\$	752.50
	Coir log	lf.	40	\$ 25.00	\$	1,000.00
	Cobblestone below deck	cy.	14	\$ 300.00	\$	4,200.00
	non-woven filter fabric below deck	sf.	1,425	\$ 1.50	\$	2,137.50
	Landscape Total:				\$	315,127.00

Irrigation	Irrigation system complete at Veterans Memorial area	lump sum			\$	26,000.00
	Irrigation system complete drawing from creek excluding pump	lump sum			\$	86,000.00
	Park system pump components detail 11 sheet L803	lump sum			\$	42,000.00
	Irrigation improvements in Area C sheet L802	lump sum			\$	4,000.00
	Irrigation Total:				\$	158,000.00

Electrical/Lighting	Platform Panel	lump sum			\$	4,000.00
	Existing Panel Modifications	lump sum			\$	4,500.00
	Pump Station 480V Panel Circuit Breaker	lump sum			\$	2,000.00
	Receptacle Ground Boxes	ea.	3	\$ 1,850.00	\$	5,550.00
	Photocells	ea.	2	\$ 600.00	\$	1,200.00
	Handholes	ea.	4	\$ 1,150.00	\$	4,600.00
	3/4" PVC Conduit	lf.	189	\$ 7.50	\$	1,417.50
	1" PVC Conduit	lf.	1,504	\$ 8.40	\$	12,633.60
	1-1/4" PVC Conduit	lf.	913	\$ 10.00	\$	9,130.00
	2" PVC Conduit	lf.	202	\$ 12.00	\$	2,424.00

	3/4" Rigid Conduit	lf.	87	\$ 20.00	\$	1,740.00
	1" Rigid Conduit	lf.	310	\$ 20.00	\$	6,200.00
	1-1/4" Rigid Conduit	lf.	70	\$ 14.50	\$	1,015.00
	2" Rigid Conduit	lf.	15	\$ 70.00	\$	1,050.00
	#12 Conductors	lf.	888	\$ 2.00	\$	1,776.00
	#10 Conductors	lf.	6,988	\$ 1.95	\$	13,626.60
	#8 Conductors	lf.	1,260	\$ 2.70	\$	3,402.00
	#2 Conductors	lf.	1,744	\$ 5.20	\$	9,068.80
	Driveway pole lights installed on concrete foundations (LP1)	ea.	9	#####	\$	140,400.00
	Parking lot pole lights installed on concrete foundations (LP2)	ea.	4	#####	\$	72,000.00
	Pathway lights installed complete (LPH1)	ea.	16	\$ 1,250.00	\$	20,000.00
	Handrail lighting on deck (RL)	ea.	13	\$ 800.00	\$	10,400.00
	Aluminum curb railing lighting on deck and boardwalk (RL)	ea.	13	\$ 800.00	\$	10,400.00
	Sconce lighting on swings (SCI)	ea.	6	\$ 1,100.00	\$	6,600.00
	Electrical/Lighting Total:				\$	345,133.50

TOTAL FOR ALL ITEMS ABOVE: **\$ 2,196,365.25**

Alternates	Quote change in price to provide and install new cantilever gate in lieu of using existing double swing gate, detail 1, sheets L202 and L402				\$	11,000.00
	Quote change in price to provide and install new gates and fencing in lieu of using existing fencing and gates, detail 1, sheet L402				\$	45,000.00
	Provide price for stand alone pump station package as described on sheet L803, detail 11				\$	22,000.00
	Voluntary alternate #1:				\$	(163,984.99)
	Voluntary alternate #2:				\$	-
	Voluntary alternate #3:				\$	(18,000.00)
	Alternates Total:				\$	(103,984.99)

Add'l Unit Pricing	Owner has the option to add or deduct to the contract based on the following unit prices:				\$	-
	Subgrade undercutting, Type II	cy.			\$	100.00
	Tri-axial geogrid Tensar TX-140	sy.			\$	6.00
	Compacted sand base (6" depth)	cy.			\$	40.00

5. SUBCONTRACTORS AND SUPPLIERS

The following companies shall execute subcontracts for the portions of the Work indicated:

1. Removals: UNDER SEPARATE FILE
2. Concrete Paving: UNDER SEPARATE FILE
3. Asphalt Paving: UNDER SEPARATE FILE
4. Landscaping: UNDER SEPARATE FILE
5. Irrigation: UNDER SEPARATE FILE
6. Earthwork: UNDER SEPARATE FILE
7. Storm Sewer: UNDER SEPARATE FILE
8. Electrical and Lighti: UNDER SEPARATE FILE
9. Native Seeding and UNDER SEPARATE FILE
10. Other: UNDER SEPARATE FILE

6. ADDENDA

Contractor acknowledges following addenda covering revisions to Drawing(s) or Specifications; Cost of such revisions has been included in quoted Base Bid.

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

7. SUBMISSION OF B UNDER SEPARATE FILE

Respectfully submitted this _____ day of _____.

Submitted By: _____
 (Name of bidding firm of corporation)

Authorized Signature: _____
 (Handwritten signature)

Signed By: _____
 (Type or print name)

Title: _____
(Owner/Partner/President/Vice President)

Circle One: Corporation / Partnership / Individual

Street Address: _____
City, State, Zip: _____
Phone: _____
License No.: _____
Federal ID No.: _____

Contractor to provide Bid Bond covering 5% of the bid proposal value.