MICHIGAN
OCZM GRANT #NA-80-AA-H-CZ157
SUBTASK

VALENTINE — THOMAS &

CONSULTING ENGINEERS AND LAND SURVEYORS

PROJECT REPORT

OF THE

PEARL BEACH AVENUE

FISHING PIER RENOVATIONS

FOR

CLAY TOWNSHIP

ST. CLAIR COUNTY, MICHIGAN

FINANCIAL ASSISTANCE

BY

COASTAL ZONE MANAGEMENT ACT

ADMINISTERED BY

OFFICE OF COASTAL ZONE MANAGEMENT,

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

WITH ACKNOWLEDGEMENT TO

MICHIGAN COASTAL MANAGEMENT PROGRAM

ADMINISTERED BY

DEPARTMENT OF NATURAL RESOURCES,

DIVISION OF LAND RESOURCE PROGRAMS

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3847 PINE GROVE ROAD, PORT HURON, MICHIGAN 48060 (313) 982-2700

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US Department of Commerce
NOAA Coastal Services Center Library
2234 South Hobson Avenue
Charleston, SC 29405-2413

VTA

VALENTINE — THOMAS & ASSOCIATES, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

Lloyd H. Thomas
James W. Shink
Richard E. Phillips
Stephen G. Bruen
Michael J. Rossow
David C. Lewandowski

August 21, 1981

Michigan Department of Natural Resources
Great Lakes Shorelands Section
Land Resource Programs Division
Stevens T. Mason Building
P.O. Box 30028
Lansing, MI 48926

Attention: Mr. Chris A. Shafer, Acting Section Chief

Re: Clay Township Fishing Access Restoration, St. Clair County, Michigan

Dear Mr. Shafer:

In accordance with the "Scope of Work" we are providing a final project report which contains a brief discussion of what was done, photographs of the pier before, during and after construction, several 35 mm slides of the pier, contract documents, and construction plans.

We feel that a project such as this, that provides improved shore access to the water is very worthwhile and we are thankful for the opportunity to provide our services on this project.

Sincerely,

VTA ASSOCIATES, INC.

James W. Shink

James W. Shink, P.E.

JWS:cit

Enclosure

3847 PINE GROVE ROAD, PORT HURON, MICHIGAN 48060 (313) 982-2700

CLAY TOWNSHIP
PEARL BEACH
FISHING PIER RENOVATIONS

PROJECT DISCUSSION

The purpose of this project was to restore and enhance the Pearl Beach Fishing Pier, the only Township owned public access site to the St. Clair River.

The project is located within the Pearl Beach Avenue right-of-way on the north channel of the St. Clair River, in Clay Township which is at the south end of St. Clair County, Michigan. In 1964 a steel sheet bulkhead was installed around the originial wooden pier and over a period of years earth fill has been placed within the steel bulkhead to form the pier that presently extends 300 feet from the shore out into the river. Prior to the restoration project the earth fill was unevenly graded and there was considerable vegetation growing along its length.

Construction plans and specifications were developed, the project was advertisied for bids, bids were received by the Township and the contractor that submitted the lowest bid was selected to do the work.

Construction began by grading the earth within the bulkhead and removing vegatation growing along its length. Next polyethelene sheeting was placed to help eliminate unwanted vegatation from growing on the pier. To protect the polyethelene sheeting and hold it in place a 2" deep layer of limestone was spread over the sheeting. Then wood nailers were bolted to the steel angles that formed the bulkhead cap. The elevation of the top of the bulkhead varied somewhat and in order to correct that condition the nailer was notched at the joists to provide an even deck surface. After the 3" x 10" x 15 foot long joists were toe nailed in place, the decking which consists of random length 2" x 6" boards was nailed to the joists using a minimum of 2 nails at each joist crossing. The railing was then set in place. An alternate railing system was used. This system known as Kee Klamps utilize strong galvinized malleable iron slip-on pipe fittings with from one to five case hardened set screws to each fitting. They are used with standard galvinized iron pipe and form a relatively strong and rigid system. To install the ten wooden benches the contractor had to temporarly remove two deck boards at each bench location. This was done to provide access below deck for bolting the benches to the pier.

The four safety ladders called for on the plans were attached to the pier after the railing was installed. This proceedure was followed to insure that the ladders were located correctly at each of the four 2 feet wide openings provided in the railing.

The last item to be installed was the nine wood guard posts. They were placed 10 feet back from the shoreside end of the pier and across the entire 50 feet wide road right-of-way. This should prevent cars from driving into the water or out on the pier.

Final inspection was attended by two Clay Township Officials, the contractor Commercial Carpentry, Inc. and the Engineer. The items on the check list included approximately ten deck boards that had split and needed replacing and two welds on the safety ladders that needed some paint touch up. The contractor agreed to the check list and all items were satisfactorly taken care of.

Throughout the project there was a good communication between the Land Resource Programs Division, Clay Township, Commercial Carpentry and the Engineer. We feel that this helped the project to proceed with relative smoothness.

VALENTINE — THOMAS & ASSOCIATES, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

CONTRACT DOCUMENTS

AND

SPECIFICATIONS

FOR

PEARL BEACH AVENUE

FISHING PIER RENOVATIONS

FOR

CLAY TOWNSHIP

ST. CLAIR COUNTY, MICHIGAN

COASTAL MANAGEMENT PROGRAM

3847 PINE GROVE ROAD, PORT HURON, MICHIGAN 48060 (313) 982-2700

File Copy

C O M M E R C I A L C A R P E N T R Y I N C O R P O R A T E D

22830 Glenwood Road
Mt. Clemens, MI 48043
(313) 792-0142

June 25, 1981

To Whom It May Concern:

Reference: Clay Township Fishing Pier Rehabilitation Project

I, Christopher R. Sieradzki, owner of the firm, certify that I will abide by the requirements for non-segregated facilities as required by the May 9th, 1967 order (32 F.R. 7439).

Also, I certify to abide by the Clean Air Act as amended, 42 USC 1857 Et. Seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 Et. Seq. and respect thereto, at 40 CFR Part 15, as amended; and any other Federal regulations as assigned to this contract.

Respectfully,

COMMERCIAL CARPENTRY, INC.

Christopher R. Sieradzki

Christopher R. Sieradzki
Owner

CRS/nla

I N D E X

Contract Documents and Specifications

for

Pearl Beach Avenue Fishing Pier Renovations

for

Clay Township

Addendums . . . . . .

Advertisement ADV-1

Instructions to Bidders . . . . . 2-IB-1 to 2-IB-2

Bid for Unit Price Contract . . . . . 3-FP-1 to 3-FP-3

Non-Collusion Affidavit NCA-1

Contract . . . . . CON-1 to CON-5

Bonds: Performance, Labor and Material . . . . . 4-B-1 to 4-B-4

Special Project Conditions . . . . . PROJ-1 to PROJ-5

Coastal Management Program Construction
Contract Conditions . . . . . CC-1 to CC-10

Construction Contractors Affirmative Action
Requirements . . . . . AA-1 to AA-15

Wage Determination . . . . . .

General Conditions . . . . . 5-GS-1 to 5-GS-12

Detailed Specifications:

Fishing Pier . . . . . FP-1 to FP-2

#5

INVITATION TO BID

TOWNSHIP OF CLAY

PEARL BEACH AVENUE FISHING PIER RENOVATIONS

DEPARTMENT OF NATURAL RESOURCES

COASTAL MANAGEMENT PROGRAM

Sealed bids will be received by the Township of Clay at the Township Offices, 4710 Pte. Tremble Road, Algonac, Michigan, 48001, on Thurs., June 4, 1981 at 10 a.m., E.D.S.T. and will be publically opened and read aloud immediately thereafter.

Bids are invited for the construction of the items and quantities of work as listed in the Form of Proposal. The major items and approximate quantities include the following:

Treated Wood Decking	4650 S.F.
Wood Benches	10 Ea.
Metal Railing	215 L.F.
Crushed Limestone (2 in. deep)	473 S.Y.
Guard Posts	14 Ea.

The work further includes wood framing, polyethelene sheeting, swim ladder, and minor earth grading. Copies of the contract documents may be obtained at the office of the Engineer, Valentine-Thomas & Associates, Inc., 3847 Pine Grove Road, Port Huron, Michigan, 48060.

A deposit of $15.00 for each set of documents is required. Each deposit will be refunded if the drawings and contract documents are returned in good condition within ten (10) days after bid opening.

Each proposal must be accompanied by a certified check, Cashiers check or Bid Bond, payable to the Township of Clay, for the sum of 5% of the accompanying bid, to secure the Township of Clay, by reason of the withdrawal of the bid or the failure of the bidder to enter into a contract, if the bid is acceptable to the Township.

The Township of Clay reserves the right to accept or reject any or all bids or to waive any informalities in the bidding when such action will serve the best interest of the Township of Clay.

No bidder may withdraw their bid within forty five (45) days after the actual opening thereof.

The work covered by this proposal is being assisted by the United States of America and the Michigan Department of Natural Resources under the Coastal Management Program. Bidders will be required to comply with all Federal and State provisions applicable to such assistance. These requirements are explained in the Contract Documents.

TOWNSHIP OF CLAY
BARBARA A. LOUPES
TOWNSHIP CLERK

INSTRUCTIONS TO BIDDERS

ADVERTISEMENT:

The published advertisement for the proposed work contains information necessary to bidders. A copy of the advertisement is attached hereto and is to be considered a part of the instructions to bidders as fully as if repeated herein.

DRAWINGS:

The drawings accompanying these specifications are identified as follows:

Pearl Beach Avenue
Fishing Pier Renovations
Sheets No. 1 & 2

ENGINEER:

Any reference hereinafter to the Engineer shall be understood to mean Valentine-Thomas & Associates, Inc., Port Huron, Michigan.

ADDENDA DURING BIDDING:

Bidders may, during the bidding period, be advised by Addenda of additions, omissions or alterations in the specifications and drawings. All such changes shall be in the work covered by the proposal and shall become a part of the specifications.

No oral, telegraphic, telephone proposals, modifications or interpretations will be considered or given, unless confirmed in writing before time set for termination of bidding.

Should any bidder find discrepancies in or omissions from these drawings or specifications, or should he be in doubt as to their meaning, he should notify the Engineer, who will send written instruction (Addenda) to all concerned.

EXAMINATION OF THE PREMISES:

Each Contractor will be held to have examined the premises and satisfied himself as to existing conditions under which he will be obligated to operate or that will in any manner affect the work under this contract. No allowance shall be made in this connection in behalf of the Contractor for any errors or negligence.

PROPOSALS:

Proposals shall be made out in accordance with the blank form included herewith, with all items correctly filled in and enclosed in a sealed, opaque envelope marked with the name of the bidder. All proposals shall be delivered on or before the date set for the termination of the bidding.

All prices quoted in the proposals shall include the providing of all materials, labor, tools, equipment, sales and use taxes and utility and transportation services and all other things necessary to perform and complete all of the work required under the contract including all miscellaneous work, whether specifically included in the contract documents or not. It is the intention of the specifications to provide finished work. Any item omitted therefrom which are clearly necessary for completion of the work or its appurtenances, shall be considered a portion of the work through not directly specified.

PROPOSAL GUARANTEE:

All bids must be accompanied by a certified check, bank draft, or bid bond by a recognized surety company, similar to U.S. Government Standard Bid Bond, in the amount of at least five percent (5%) of the amount of the bid submitted made payable to the Township of Clay (hereinafter referred to as Owner). The certified check, bank draft, or bid bond is guarantee the bidder will, in case his bid is accepted, enter into contract within ten (10) days with the Owner, to construct the work proposed and to give satisfactory bonds in full amount of the contract and as specified. The check, bank draft or bid bond of the successful bidder will be forfeited to the Owner upon failure to enter into such contract and to give such bond. The check, bank draft or bid bond of the successful bidder will be returned as soon as the contract is signed.

WITHDRAWAL OF BIDS:

No bidder may withdraw his bid within forty-five (45) days.

REJECTION OF BIDS:

The Owner does not obligate itself to accept the lowest or any other bid, nor to award the work within any definite time. The Owner further reserves the right to waive any informalities in bids.

RETURN OF DRAWINGS AND SPECIFICATIONS:

The drawings and specifications are the property of the Engineer and must be returned in good order to the Engineer on the day of delivery of the proposal.

These drawings and specifications will be secured together, marked with the bidder's name and kept intact in the Engineer's office until the contract has been awarded. The successful bidder will then receive the drawings and specifications from which he estimated if he so desires.

BONDS:

Prior to the signing of the contract of which these instructions shall be part, the Contractor shall furnish performance bonds, and labor and material payment bonds in amounts at least equal to one hundred percent (100%) of the Contract Price, in such form as to the Owner may require, securing the faithful performance of such contracts and payments of all obligations arising thereunder. Such bonds must be with a recognized corporated security company. The cost of such bonds shall be included in the Contractor's proposal.

BID FOR UNIT PRICE CONTRACTS

Place: Clay Township Offices
4710 Pte. Tremble Road

Date: _____

Project No: 80-194

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____.*

To the Township of Clay (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Pearl Beach Avenue Fishing Pier Renovations having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $50.00 for each consecutive calendar day thereafter as hereinafter provided in the second papargraph of the contract.

Bidder acknowledges receipt of the following addendum:

_____

_____

_____

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

Item	Description	Quantity & Unit	Unit Price	Total
1.	Fishing Pier "Decking" including deck, joist, nailers, crushed limestone bed, polyethylene sheeting & minor earthwork required to install the polyethylene sheeting	1 Ea.	LUMP SUM	$15,600
2.	Pier Railing	415 L.F.	$ 14.58	6,050
3.	Wood Benches	10 Ea.	118.80	1,188
4.	Safety Ladder	2 Ea.	201.50	403
5.	Wood Guard Posts	9 Ea.	43.78	394
			TOTAL BID:	$23,635

DEDUCTIVE ALTERNATES:

If at the time the contract is to be awarded, the lowest base proposal sum submitted by a responsible bidder does not exceed the amount then estimated by this date to finance the Contract, the Contract will be awarded on the base proposal sum only. If the bids exceed such amount, the Owner may reject all bids or may award the contract on the base proposal sum combined with these deductive alternates applied in numerical order that will produce a net amount within available funds. It is possible that determination of a low bidder other than the bidder who was low on the base proposal night result from exercise of the deductive alternate or alternates necessary to arrive at a scope of work within the available funds.

THE DEDUCTIVE ALTERNATES LISTED BELOW ARE TO BE APPLIED IN THE ORDER LISTED:

	FROM ABOVE TOTAL DEDUCT
DEDUCTIVE ALTERNATE NO. 1	
Delete 100 L.F. of Pier Railing	$1,250
DEDUCTIVE ALTERNATE NO. 2	
Delete four (4) wood benches	303
DEDUCTIVE ALTERNATE NO. 3	
Delete 100 L.F. of Pier Railing	1,250

Bidder understands that the Owner reserves the right to accept or reject any or all bids.

The bidder agrees that this shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required in the Instructions to Bidders. The bid security attached in the sum of Twelve Hundred and ---------- ---------- 00/100 Dollars ($ 1,200.00) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereafter.

Respectfully submitted:

Name of Firm: Commercial Carpentry Inc.

By: Christopher R. Sieradzki

Title: President

Official Address: 22830 Glenwood, Mt. Clemens, MI 48043

Telephone Number: (313) 792-0142

(Seal - if bid is by a Corporation)

NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN)
) ss.
COUNTY OF ST. CLAIR)

Commercial Carpentry Inc.

being duly sworn, deposes and says: that he is Christopher Sieradzki
(state official

President
capacity in firm)

the party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant of any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure any advantage against the Owner, or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

(signature of person submitting bid)

Subscribed and sworn to before me this _____ day of _____,

19 _____, a Notary Public in and for said County.

My Commission expires:

(Notary Public)

CONTRACT

This Contract and Agreement made and entered into this 26th day of June, A.D., 19 81, by and between The Township of Clay, St. Clair County, Michigan party of the first part and Owner and Commercial Carpentry, Inc., party of the second part, hereafter syled Contractor, WITNESSETH:

WHEREAS, The first party has awarded to the said second part the Contract for Pearl Beach Fishing Pier Renovations in the Township of Clay, as per drawings, plans and specifications for such work, which is hereby declared to be part of this Contract, and a copy of which Contractor acknowledges he has received.

NOW, THEREFORE, in consideration of the payments hereinafter mentioned to be made by the said party of the first part, the said parties mutually agree between themselves as follows:

FIRST. The said Contractor hereby covenants and agrees to furnish all the material, labor and equipment required for the performance of the above-mentioned work and in full conformity to the drawings, plans and specifications therefor.

SECOND. The Contractor shall complete said work within sixty (60) calendar days after date of notice to proceed with the work, and upon failure to do so shall pay the Owner as liquidated damages, and not as penalty, the sum of fifty dollars ($50.00) per day for each and every day that shall elapse after such date, until the work is actually completed. If, however, the work is delayed by the Owner or by causes beyond the reasonable control of the Contractor, the time of delay shall be added to the time for completion. It is understood between the parties hereto that the time specified for completion of said work is an essential condition to the fulfillment of this contract.

THIRD. The Contractor has examined the premises and site and compared the same with the drawings and specifications so as to satisfy himself as to the condition of the premises. The plans, specifications and drawings are intended to describe and provide for a finished piece of work and to be cooperative, and what is called for by either shall be as binding as if called for by all.

FOURTH. Should the Contractor become insolvent or at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, said first party shall be at liberty after forty-eight hours written notice to the second party, to take charge of said work, and terminate the employment of the second party for such work under the Contract and to enter upon the premises and take possession of all materials, tools, and appliances thereon and to complete said work by contract or otherwise, and to provide the materials therefor and in case of such discontinuance of the employment of the contract, such Contractor shall not be entitled to receive any further monies owing to such Contractor under this contract until such work shall be wholly finished, at which time if the amount owing to the Contractor, under this contract, shall exceed the expenditures incurred by the first party in finishing the work, such excess shall be paid by first party to the Contractor; but if such expenditures shall exceed such unpaid balance, the Contractor agrees to pay the difference to the first party.

FIFTH. Any careless or incompetent workman must be removed forthwith by the Contractor when notified so to do by the party of the first part.

SIXTH. The Contractor will be held responsible for, and must make good, any defects arising or discovered in the work within one year after the completion and acceptance of the same by the first party.

SEVENTH. The Contractor shall clear away from time to time, the dirt and rubbish resulting from his operations and as hereinafter provided, and shall cover and protect the work and materials from all damages by the elements or any other cause, during the progress of the work and deliver the whole site clean and in perfect condition.

EIGHTH. The Contractor shall not assign or sublet the whole or any part of the work without the written consent of the first party.

NINTH. All materials necessary to the construction of the work, delivered upon the premises, shall be held to the property of the first party, and no such materials shall be removed from the premises without the written consent of the first party.

TENTH. The first party and the Contractor shall each protect their own interest against loss by fire, windstorm, theft or other causes. The Contractor's interest shall consist of all labor and materials which the Contractor has put into the work covered by this contract and for which the Contractor has not been paid, and the first party's interest shall consist of all labor and materials in the work for which it shall have paid, and to this extent only.

ELEVENTH. The Contractor shall protect his workmen, subcontractors, and the public generally or any member thereof, effectually from and against any and all claims, loss, damage, injury and liability however caused resulting from, arising out of, or in any way connected with the work to be performed under this contract at any time during performance of the work to be done under this contract, or thereafter, and shall be responsible for and shall save harmless the Owner as to any and all claims, loss, liability however caused, injury, costs, expenses, and damages, that the Owner may have to pay in consequence of negligence of alleged negligence on the part of the Contractor as well as his agents, workmen, and/or subcontractors and shall also be responsible for and shall save the Owner harmless as to all damages, costs and expenses said Owner may have to pay to any person, firm, or corporation in consequence of any acts or doings or neglect of said Contractor or any of his agents, workmen and/or subcontractors.

TWELFTH. No claim for extra labor or materials furnished by the second party will be allowed unless ordered in writing from the first party and all claims for damages, for any cause whatsoever, must be presented to the first party at the end of the same month, by the Contractor; otherwise, the first party will not be bound to pay any such claims. If, for any cause, the first party finds it necessary or desirable to suspend operations for any considerable length of time, it is to be done by the Contractor on due notification; and the Contractor will not be entitled to any damages of any kind or nature whatsoever because of such suspension. He will, however, be allowed further time in the completion of his contract, equal to the delay caused by the suspension of the work.

THIRTEENTH. First party shall have the right to require alterations in the work shown or described in the said drawings or specifications and the second party shall proceed to make such changes without causing delay. In every such case the price agreed to be paid for the work under the contract shall be increased or decreased, as the case may require, according to a fair and reasonable valuation of the work added or omitted, and the value of such work shall be fixed by fair admeasurement and valuation. Such alterations or variations shall in no way render void the contract, and no claim for variations or alterations, or the increased or decreased price thereof, shall be valid, unless done in pursuance of a written order from the first party and notice of said claim made to first party in writing before the commencement of such work. Bills for extra or additional work must be submitted to first party in writing, before final certificate for payment on account of the Contractor will be given, and unless otherwise agreed, no payment will be made on such bills until the final settlement.

FOURTEENTH. The Contractor shall provide all materials, labor, scaffolding and appliances necessary for the proper execution of the various portions of the work. The material shall be new, unless otherwise specifically agreed upon, and together with workmanship shall be the best of their respective kinds for the uses intended, and shall at all times be subject to the inspection of the first party for approval or rejections.

FIFTEENTH. Should any dispute arise as to the quality or fitness of the materials or workmanship, the decision shall be based upon the requirement that all work done or materials furnished shall be first class in every respect and in accordance with accepted standards and practices for the type of work being performed.

SIXTEENTH. All materials or workmanship of unsound or unfit character or work or materials which may become damaged after they are put in place in the work, shall be immediately removed, reconstructed or refinished by the Contractor. The expense of doing so, or cost of delays and of making good other work affected by the changes, shall be borne by the Contractor in fault, and no extension of time will be allowed for correcting faulty work.

SEVENTEENTH. No deviations from the drawings and specifications shall be made in the execution of the work without the written approval of the first party.

EIGHTEENTH. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the first party, or of any other Contractor employed by the first party upon the work, or by any damage caused by fire, lightning, earthquake, cyclone, or other casualty for which the Contractor is not responsible, or by strikes or lockouts caused by acts of employees, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid; but no such allowance shall be made unless a claim therefore is presented in writing to the first party within forty-eight hours of the occurence of such delay.

NINETEENTH. Where notice is required to first party herein it must be in writing by filing the same with the Clay Township Clerk,

Clay Township Offices, 4710 Pte. Tremble Road, Algonac, Michigan,

48001

TWENTIETH. It is not incumbent upon the first party to notify the Contractor to begin, to cease, or to resume work, nor to give early notice of the rejection of faulty work, not in any way to superintend so as to relieve the Contractor of responsibility, or of any consequences of neglect or carelessness by him or his subordinates.

TWENTY-FIRST. The Contractor claiming damages for any cause shall give notice of claim for same in writing at the time damage is incurred, and at once deliver such written claim to the first party. Failure to act as above will render such claims null and void.

TWENTY-SECOND. All bonds required, as stated in the specifications governing this contract work are attached to this contract and made a part thereof.

TWENTY-THIRD. In consideration of the completion by the Contractor of all the work embraced in this contract in conformity with the specifications, plans, and stipulations herein contained, and upon his complying with all the conditions, stipulations and agreements of this contract, first party agrees to pay Contractor the amounts provided in the attached proposal, being a product of the Unit Prices therein set forth, multiplied by the number of units actually constructed.

Payments for the work shall be made upon the certification by the Engineer of the contractor's "Application for Payment".

A percentage of the amount due will be retained until the work is completed as a guarantee against poor workmanship and materials.

IN WITNESS WHEREOF, we hereunto set our hands and seals the day and year first above written.

Township of Clay

Jacqueline G. Downing

APPROVED _____

ATTEST _____

WITNESS: _____ Christopher R. Sieradzki

CONTRACTOR

WITNESS: James H. Shinto BY: _____ 6-26-81

CON-5

Bond #3043073

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

Commercial Carpentry, Inc.

as Principal,

and American Fidelity Fire Insurance Company

of Woodbury, New York as Sureties,

are hereby held and firmly bound unto the

Township of Clay, Michigan

in the full and just sum of Twenty Three Thousand Six Hundred Thirty Five and no/100 Dollars

($ 23,635.00) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed and sealed this 25th day of June, 1981.

The condition of the above obligation is such that if said

Commercial Carpentry, Inc.

shall well and faithfully do and perform the things agreed by Twp. of Clay, MI to be done and performed by the annexed contract, according to the terms thereof, then this obligation shall be void; otherwise, the same shall remain in full force and effect.

It is mutually understood and agreed that in cases where changes are required, either by order of the Engineer, or Owner, or by mutual agreement, such change or changes shall not modify, discharge or release this bond.

Commercial Carpentry, Inc.

(Seal)

(Seal)

Principal

American Fidelity Fire Ins. Co.

(Seal)

Attorney-in-Fact

(Seal)

Surety

HALLMARK UNDERWRITERS, INC.
755 W. Big Beaver Rd.
Suite 1125 362-1912
Troy, Mich. 48084

Signed, Sealed and Delivered
in the Presence of:

Kathleen M. Best

Bond #3043073

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we

Commercial Carpentry, Inc.

of Mt. Clemens, Michigan, hereinafter called the Principal,

and American Fidelity Fire Insurance Company

hereinafter called the Surety, are held and firmly bound unto the People of the State of Michigan, in the sum of Twenty Three Thousand Six Hundred Thirty Five and no/100

Dollars ($ 23,635.00)

to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of June, A.D., 19 81.

WHEREAS, The above named Principal has entered into a contract with the Twp. of Clay, MI

dated the _____ day of _____, A.D., 19__

wherein said Principal has covenanted and agreed as follows, to-wit:

To furnish all the labor and material Pearl Beach Avenue, Fishing Pier Renovations

AND WHEREAS, This bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963, and as may be amended by other Public Acts of Michigan.

NOW, THEREFORE, The condition of this obligation is such that if payment shall be made by the Principal to any Subcontractor or by him or any Subcontractor as the same may become due and payable of all indebtedness which may arise from him to a Subcontractor or party performing labor or furnishing materials or supplies or any Subcontractor to any person, firm or corporation on account of any labor performed or materials or supplies furnished in the performance of said contract, then this obligation shall be void; otherwise, the same shall be in full Force and effect.

AND PROVIDED, That any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract, of any extension of time for the performance of said contract, or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alteration, extension, or forbearance being hereby waived.

Commercial Carpentry, Inc.

Principal

American Fidelity Fire Insurance Company

Attorney-in-Fact

Surety

HALLMARK UNDERWRITERS, INC.
755 W. Big Beaver Rd.
Suite 1125 362-1912
Troy, Mich. 48084

Signed, Sealed and Delivered
in the Presence of:

Kathleen M. Best

AMERICAN FIDELITY FIRE INSURANCE COMPANY

WOODBURY, NEW YORK

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That American Fidelity Fire Insurance Company, a Corporation in the State of New York, having its principal office in Woodbury, State of New York, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 18th day of February, 1969, to wit:

"The President, or any Vice-President, or other officer designated by the Board Executive Committee shall have authority, severally, to make execute and deliver a power of attorney constituting as Attorney-in-Fact such persons, firms or corporations as such officers may select from time to time," does hereby make, constitute and appoint:

SANFORD L. WOLOK and/or JOSEPH SPRYS and/or MICHAEL E. SOLBERG of TROY, MICHIGAN

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, as follows:

Specifically and only on bonds executed having Guarantee indemnification of the SMALL BUSINESS ADMINISTRATION in an amount not exceeding $250,000.00 as to any one project, for or on behalf of this Company, in its business and in accordance with its charter, and to bind AMERICAN FIDELITY FIRE INSURANCE COMPANY thereby, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the American Fidelity Fire Insurance Company has caused these presents to be signed by its President and/or Vice-President, and its Corporate Seal to be affixed.

AMERICAN FIDELITY FIRE INSURANCE COMPANY

Luther H. Williams, President

State of New York
County of Nassau } ss.

On this 18th day of April, 1980, before the subscriber, a Notary Public of the State of New York in and for the County of Nassau duly commissioned and qualified, came Luther H. Williams of the American Fidelity Fire Insurance Company, to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Woodbury, New York the day and year above written.

Notary Public
ELLEN K. DONOHUE
NOTARY PUBLIC, State of New York
No. 30-6070410
Qualified in Nassau County
Commission Expires March 30, 1982

State of New York
County of Nassau } ss.

CERTIFICATE

I, the undersigned, Assistant Secretary of AMERICAN FIDELITY FIRE INSURANCE COMPANY, a stock corporation of the State of New York, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the said Company, at Woodbury, New York, dated this 25th day of June 19 81

Assistant Secretary

MI 3943 slw/js/mes 250 (4/80)

SPECIAL PROJECT CONDITIONS

ART. 1 - GENERAL

The Special Conditions modify the General Conditions of the Contract and shall form a part of the contract and all subcontracts.

ART. 2 - SCOPE OF WORK

The work to be done under this contract consists of furnishing all plant, labor, materials, supplies and equipment and performing all operations in connection with the fishing pier renovation and the performance of all other operations necessary and appurtenant thereto in strict accordance with the Contract Documents.

ART. 3 - GRADES, LINES, LEVELS AND SURVEYS

A. All grades, lines, levels and bench marks necessary for the performance of the work shall be established and maintained by the Contractor who shall be responsible for same. The Contractor shall verify all grades, lines, levels and dimensions as shown on the drawings and he shall report any errors or inconsistencies in the above to the Engineer before commencing work.

B. The Contractor must exercise proper precaution to verify all such dimensions, lines and levels before laying out his work and no extra compensation will be allowed for any error resulting from his failure to exercise such precautions.

ART. 4 - STORAGE OF MATERIALS

The Contractor shall be responsible for the propoer storage and installation of all equipment and materials stored at the site and shall, at all times, be so disposed as not to interfere with the nearby residents or property owners.

ART. 5 - TAXES

The Contractor shall include and be deemed to have included in his bid and contract price all Michigan Sales and Use Taxes currently imposed by Legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division, on the bid date.

ART. 6 - TEMPORARY HEAT

The Contractor shall provide at his own expense, all temporary heat necessary to protect all work and materials against injury from dampness and cold. Fuel, equipment and the method of heating shall be satisfactory to the Engineer.

ART. 7 - TEMPORARY UTILITIES

The Contractor shall make arrangements for and furnish at his own expense, all water, electricity, lighting and other utilities necessary for construction of the work.

ART. 8 - SANITARY FACILITIES

The Contractor shall secure or provide and maintain temporary sanitary facilities as necessary for use by all workmen.

ART. 9 - DISORDERLY EMPLOYEES

Disorderly, intemperate or incompetent persons must not be employed, retained or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the manner of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.

ART. 10 - WORKMANSHIP

A. All workmanship, equipment, and materials incorporated in the work shall be new and of the best grade and shall be in accordance with the best practices of the trade.

B. Factory assemblies shall conform to the highest standards of the trade.

C. Defective materials built into the work shall be removed at the Contractor's expense.

ART. 11 - COOPERATION

The Contractor and all subcontractors shall coordinate their work with adjacent work and cooperate with all other trades so as to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their materials.

ART. 12 - LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public works and all the laws and requirements of the Owner regulating or applying to public improvements.

ART. 13 - CONSTRUCTION COSTS & PROGRESS SCHEDULES

A. Immediately after signing of contract and before the first partial payment is made, this Contractor shall furnish the Engineer a schedule of quantities, prices and the amount included in the estimate for each general item of work in place, including with the cost of each item its due proportion of expense and profit, the total equaling the contract price. This schedule must be made up in form approved by the Engineer. The distribution of the amounts must be such as the Engineer shall consider reasonable and be subject to his approval and when satisfactory, shall become the basis for all payments on account during the progress of the work and for fixing the valuation of extras and credits involved in modifications.

ART. 13 - CONSTRUCTION COSTS & PROGRESS SCHEDULES (continued)

B. Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents.

ART. 14 - GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall apppear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

ART. 15 - TESTING AND SAMPLING

Where called for in the specifications, samples of material in the quantity named shall be submitted to the Engineer for approval. When tests are required, they shall be made at the expense of the Contractor.

ART. 16 - VEHICULAR TRAFFIC AND COMMERCIAL OPERATIONS

The Contractor shall be required at all times to so conduct his operations, and use his equipment in such a manner as to cause a minimum of interference with local traffic and commercial operations. The Contractor shall furnish, use and maintain suitable traffic control and safety devices in sufficient numbers for the safe and proper maintenance of traffic and protection of the work while the contract is in force.

ART. 17 - ABBREVIATIONS

Reference to technical society, organization or material is made in these specifications and the corresponding drawings in accordance with the following abbreviations.

ASTM	American Society for Testing and Materials
BM	Bench Mark
DNR	Department of Natural Resources
GI	Galvanized Iron
IGLD	International Great Lakes Datum
LWD	Low Water Datum
MDSHT	Michigan Department of State Highways and Transportation
NIC	Not in Contract
NTS	Not to Scale
PP	Power Pole
SSP	Steel Sheet Piling
TYP	Typical
USLS	United States Lake Survey

ART. 18 - CONTRACT DRAWINGS

The work shall conform to the following Contract drawings, all of which form a part of these specifications.

Pearl Beach Avenue
Fishing Pier Renovations

Sheets No. 1 & 2

ART. 19 - INSURANCE

Refer to Article II-9 P. CC-9 of the "Construction Contract Conditions". The limits of property damage insurance shall be not less than $100,000 for each accident and an aggregate amount of $300,000.

The limits of public liability insurance shall be at least $100,000 for injury to any person and at least $300,000 for injuries to more than one person in any one accident or occurrence.

ART. 20 - SAFETY

The "Safety and Health Regulations for Construction" and subsequent amendments, promulgated by the Department of Labor, must be followed on all construction grant projects. These safety regulations are identified as Chapter SVII of Title 29, Code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).

All work on this project shall be performed in accordance with the State of Michigan General Safety Rules and Regulations for the Construction Industry.

ART. 21 - ACCESS TO PROJECT AND RECORDS

Representatives of the State will have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection. The Contractor shall also provide the Grants Officer or any authorized representative access to any books, documents, papers, and records of the Contractor which are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions thereof, if required.

ART. 22 - WORK WITHIN PUBLIC STREETS OR EASEMENTS

Where the centerline of the carrier pipe is within the public or private street or easement, the Contractor shall confine his operations to within the public or private street or easement. It shall be the Contractor's responsibility to use such methods and/or materials, including sheeting, so as to prevent the bank top of the excavation from encroaching on private property. This shall not preclude the Contractor from obtaining the right to encroach on private land in accord with the article "Working Space", Page 6-SG-1.

ART. 23 - TRAFFIC CONTROL

The Contractor shall provide adequate measures to control dust caused by his operation. The methods employed, and frequency of application shall be as approved by the Engineer.

ART. 24 - INCONVENIENCES

The Contractor shall at all times be aware of inconveniences caused to the abutting property owners and general public. Where undue inconveniences are not remedied by the Contract, the Municipality, upon four hours notice, reserves the right to perform the necessary work and to have the "Owner" deduct the cost thereof from the money due the Contractor.

ART. 25 - 22A ROAD GRAVEL

Contractor shall furnish and use 22-A gravel per M.D.S.H. Standard Specifications for Coarse Aggregates wherever gravel surfaces have been disturbed and must be restored. Existing gravel surfaces shall be restored to a minimum of eight (8) inches thick.

ART. 26 - DRIVEWAY CULVERTS

Where existing driveway culverts are removed during construction, the Contractor shall furnish and install new corrugated metal pipe culverts of length and diameter equal or larger than that removed. Materials and installation shall conform to Sanilac County Road Commission standards. Grade and alignment shall be established by the Engineer. Culvert restoration shall be incidental to the work.

ART. 27 - SURVEY MONUMENTS

Monuments or other recognized property boundary markers at street intersections, section corners acreage or lot corners and right-of-way lines shall be preserved and protected. Where such monuments or markers must be removed during construction, the Engineer shall be notified and the Contractor shall make all necessary arrangements, at his own expense, with a Land Surveyor registered in the State of Michigan to have these monuments or markers properly witnessed prior to disturbance or removal and later reset by the Registered Land Surveyor.

ART. 28 - FINAL CLEANUP, RESTORATION AND GRADING - SEEDING, MULCHING, SODDING, AND LANDSCAPING

Refer to restoration requirements on pages 6-SG-2 and 6-SG-7. Restoration "to the same condition as existed before his operations were started" on Page 6-SG-7 shall include restoration of surface vegetation by seeding and mulching or sodding of all unsurfaced areas disturbed by construction operations. Seeding, mulching and sodding shall be performed in accordance with the requirements of the current edition of Michigan Department of State Highways Standard Specifications where required under the contract. All seeded areas shall be mulched.

COASTAL MANAGEMENT PROGRAM CONSTRUCTION CONTRACT CONDITIONS

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II-11. Construction Contract Award Procedures (for contracts over $10,000)

12/80

NOTES CONCERNING EXHIBIT C:

1. Unlike word usage in Exhibit B, the term "contractor" in Exhibit C normally refers to a commercial firm engaged in actual construction, sometimes with the help of subcontractors. The terms "subgrantee" and "recipient" are used interchangeably here to mean the public agency or local governmental unit which receives and administers a pass-through coastal management subgrant from the state.

2. The Construction Contractors' Affirmative Action Requirements (Part I Addendum) pertaining to construction contracts over $10,000, apply nationwide with respect to females. For minority groups, they apply in Wayne, Oakland and Macomb counties.

PART I: SPECIAL CONDITIONS F THROUGH H AS SPECIFIED IN FEDERAL GRANT

F. Bonding and Insurance

1. State or local units of government shall follow their own normal requirements relating to bid guarantees, performance bonds, and payment bonds except for contracts exceeding $100,000; for contracts exceeding $100,000 the minimum requirements shall be as follows: A bid guarantee from each bidder equivalent to five percent of the bid price; a performance bond on the part of the contractor for 100 percent of the contract price; and a payment bond on the part of the contractor for 100 percent of the contract price.

2. The recipient covenants that each of its officials or employees having custody of the project funds during acquisition, construction, development and operation shall be bonded at all times in such amount as normally required by the state.

3. The recipient shall carry insurance, and require each contractor and subcontractor to carry insurance, of such types and in such amounts as normally required by the state.

G. Signs at Project Site

The recipient shall cause to be erected at the site of the project, and maintained during construction, signs satisfactory to NOAA identifying the project and indicating the fact that NOAA is participating in the development of the project.

H. Statutory Requirements for Construction Contracts and Subcontracts

The recipient shall comply, and require each contractor or subcontractor to comply, with the following federal laws and all applicable standards, orders or regulations issued pursuant thereto:

1. The Copeland "Anti-Kickback" Act, as amended (18 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).

2. Nondiscrimination, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that title. In accordance therewith no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

3. The Flood Disaster Protection Act of 1973 (P.L. 93-234), as amended. The recipient will fulfill any flood insurance requirements under this act and any regulations issued thereunder by the U.S. Department of Housing and Urban Development or which may be issued by NOAA.

4. Architectural Barriers Act (P.L. 90-480), 42 USC 4151, as amended, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

5. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646, as amended), 15 CRF Part 916.

7. The National Environmental Policy Act of 1979 (P.L. 90-190); the National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.

8. Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The recipient shall cause or require to be inserted in full in any construction contract or subcontract for more than $10,000, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with assistance provided under this agreement, the attached "Affirmative Action Requirements".

9. Certification of Nonsegregated Facilities as Required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction contract or subcontract exceeding

$10,000, the recipient shall require the prospective prime contractor and each prime contractor shall require each subcontractor to submit the following certification: By submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the terms "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or natural origin, because of habitat, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed contractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the equal opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

10. The Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the recipient shall cause or require to be inserted in full in all contracts, subcontracts, and subgrants in excess of $10,000 funded with assistance provided under this agreement, the following requirements:

(a) A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857 et seq.) Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(d) Agreement by the contractor that he/she will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

11. The Power Plant and Industrial Fuel Use Act of 1978 (92 Stat. 3318. P.L. 95-620) relating to the convervation of petroleum and natural gas. The recipient shall comply with the requirements of the American Society of Heating, Refrigerating, and Air Conditioning Engineers Standard 90-75, "Energy Conservation in New Building Design."

PART II: FURTHER CONDITIONS OF THIS AGREEMENT, INCLUDING STATE-LEVEL ADAPTATIONS OF OTHER FEDERAL REQUIREMENTS

Supplementary General Conditions (refer to following page for text)

Like the other provisions herein, the following conditions apply to subgrantees' contracts/subcontracts, as well as to state contracts:

II-1. Nondiscrimination
II-2. Taxes
II-3. Prevailing Wage and Fringe Benefit Rate

SUPPLEMENTARY GENERAL CONDITIONS

1. NONDISCRIMINATION:

(a) For all state contracts for goods or services in amount of $5,000 or more, or for contracts entered into with parties employing three or more employees: In connection with the performance of work under this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight or marital status.

(3) The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.

(4) The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 6, 1976 PA 453 as amended, which may be in effect prior to the taking of bids for any individual state project.

(5) The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 6, 1976 PA 453.

(6) In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

(7) The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

2. TAXES:

The Contractor shall include and be deemed to have included in his bid and contract price all Michigan Sales and Use Taxes currently imposed by Legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division, on the bid date.

If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in whole or in part of any Michigan Sales or Use Tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall enure solely to the benefit of the State of Michigan.

3. PREVAILING WAGE AND FRINGE BENEFIT RATES:

The rates of wages and fringe benefits to be paid to each class of mechanics by the bidder and all of his subcontractors shall be not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed, in accordance with Act No. 166, Public Acts of 1965.

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection with said contract. This record shall be available for reasonable inspection by the Bureau of Facilities, Department of Management and Budget, or the Department of Labor.

The state, by written notice to the contractor and the sureties of the contractor known to the state, may terminate the contractor's right to proceed with that part of the contract for which less than the prevailing rates of wages and fringe benefits have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the state for any excess costs occasioned thereby. Any person, firm or corporation or combination thereof, including the officers of any contracting agent, violating the provisions of the act is guilty of a misdemeanor.

In case there is an omission of any trade from the list of wage rates and fringe benefits to be paid to each class of mechanics by the contractor, it shall be understood that the trades omitted shall also be paid not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed.

II-4. Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by grantees and subgrantees in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, as determined by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Other Conditions

II-5. Bonds. Contractor/subcontractors performing construction work costing $1,000 (one thousand dollars) or more shall furnish, in acceptable form, surety bonds in the amount of 100 percent of their respective contract sums under this agreement. These bonds will be security for faithful performance of this contract or subcontracts thereunder, and for payment of all persons performing labor and furnishing materials in connection with this contract or subcontracts thereunder. The agency receiving a subgrant under this agreement will secure evidence (e.g., a letter of certification from a reputable bonding company) that its construction contractors/subcontractors have obtained such bonds which will remain in effect for the duration of the project, or will otherwise arrange for an equally effective performance bond. The state will not pay any charge for such bonds additional to the face value of this contract/subgrant agreement.

II-6. Guarantee. The public/nonprofit agency responsible for this project shall require each construction contractor/subcontractor to furnish a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the public/nonprofit agency responsible. Construction contractors and subcontractors shall provide such guarantees.

II-7. Inspection. Construction contractors and subcontractors shall at all times permit and facilitate inspection of the work by appropriate representatives of the public/nonprofit agency responsible for the project and of the state Department of Natural Resources and, where appropriate, the Department of Management and Budget. Agencies responsible for projects shall include this requirement in all construction contracts and subcontracts.

II-8. Signs. The signs required in federal condition #G (Part I), acknowledging support of the National Oceanic and Atmospheric Administration, Office of Coastal Zone Management, shall also acknowledge the support and assistance of the Michigan Coastal Management Program, Department of Natural Resources, Division of Land Resource Programs.

II-9. Insurance. Prior to the start of any construction work under this contract, the public/nonprofit agency responsible for the project will require that the contractor/subcontractor submit evidence that (a) all workmen are adequately insured to protect him from claims for damages for personal injury or death which may arise from operations under this contract, and (b) he is covered by liability insurance at least to the extent of either (a) bodily injury coverage of $100,000 each occurrence and $300,000 aggregate, and $50,000 property damage for all occurrences; or (b) combined single-limit coverage of $300,000. (Higher limits are recommended if project involves construction at heights or below the surface (underground utilities, etc.). The subgrantee will assure that the construction contractor/subcontractor shall maintain all of the above insurance during the life of this contract. Whatever other insurance is appropriate, coverage must include

Worker's Compensation and no-fault automobile insurance as required by Michigan law. Partial payments shall not relieve the construction contractor/subcontractor from full responsibility for any damage which may result from any cause, including fire or other casualty, until completion of the contract and certification from the responsible public/nonprofit agency that final payment has been approved. Any casualties shall not relieve the construction contractor/subcontractor from performing the contract/subcontract; nor shall compliance with the provisions of this agreement exempt subgrantees and contractors from any obligations otherwise applicable to them.

CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of $10,000 to be performed in WAYNE, OAKLAND and MACOMB COUNTIES:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

FEMALE PARTICIPATION:

Trade	Timetable	Goals (percent)
All	From April 1, 1978 until March 31, 1979	3.1
All	From April 1, 1979 until March 31, 1980	5.0
All	From April 1, 1980 until March 31, 1981	6.9

MINORITY PARTICIPATION

Trade	Timetable	Goals (percent)
All	Until further notice	18.5 or above

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause (page 4), specific affirmative action obligations required by the specifications set forth on pages 7 to 15, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is nationwide for female participation and Wayne, Oakland and Macomb Counties for minorities.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by NOAA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as NOAA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by NOAA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work: Provided, that if the grantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work or under the contract.

The grantee agrees that it will assist and cooperate actively with NOAA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish NOAA and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist NOAA in the discharge of its primary responsibility for securing compliance.

The grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by NOAA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the grantee agrees that if it fails or refuses to comply with these undertakings, NOAA may take any or all of the following actions: Cancel, terminate, or suspend the grant in whole

or in part; refrain from extending any further assistance to the grantee under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such grantee; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race):

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and

(iv) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for

minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and

to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctiona and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being

carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GENERAL CONDITIONS

GENERAL CONDITIONS:

General Conditions of the Contract, Standard General Conditions of the Construction Contract National Society of Professional Engineers 1910-8, and Instructions to Bidders shall become a part of the contract and shall apply to all contractors and subcontractors.

DEFINITIONS:

"Owner," as used herein, shall be the person, organization, firm, or municipality as specified in the contract.

"Engineer," as used herein, refers to Valentine-Thomas & Associates, Inc., 3847 Pine Grove Road, Port Huron, Michigan.

"Contractor," as used herein, refers to the principal contractor or subcontractor engaged in the branch of work referred to and their superintendents, foremen, agents and employees.

"Principal Contractor," or "General Contractor," as used herein refers to any contractor having direct contract with the Owner, to do work in accordance with these specifications and drawings.

"Subcontractor," as used herein, refers to those having direct contract with a principal contractor to do work in accordance with these specifications and drawings.

"Specifications," as used herein, refers to all contract documents, whether bound in this volume or not, including these specifications, advertisement for bid, any addenda which may be issued, the construction agreement, and descriptive data that may be incorporated in change orders.

"Drawings," as used herein, shall mean all of the working drawings on which the contract is based, all approved shop drawings, and all supplementary details which may be issued by the Engineer as the work progresses or as may be incorporated in the approved change orders.

QUALITY OF WORKMANSHIP:

Each contractor is to perform all work under his contract in a careful, substantial, craftsmanlike manner, resulting in a construction equal to the best modern practice, assuming full responsibility for proper workmanship as herein specified, regardless of the interference of work by other contractors.

All methods, materials and workmanship are subject to the approval of the Engineer and should he judge any of these methods, materials or workmanship as unacceptable, the contractor shall replace them with those acceptable, assuming all expense.

The Engineer shall exercise diligence and care to guard the Owner against improper workmanship by the contractors, but the Engineer is not responsible in any way for the execution of the contract.

All contractors shall guarantee all workmanship and material for a period of at least one (1) year from the date of acceptance of the premises by the Owner and shall do all necessary repairs and replacements of faulty parts appearing during that period without cost to the Owner.

WORK EMBRACED:

The Contractor shall do all the work and furnish all the materials, tools, equipment, and machinery, except as herein otherwise mentioned, necessary or proper for the performance and completion of the work herein specified; but in no case will any work in excess of such requirements be paid for unless ordered in writing by the Engineer.

INTERPRETATION:

Should any question arise as to the intent or meaning of any parts of the plans and specifications, the interpretation of the Engineer shall be final.

LIABILITY OF CONTRACTOR:

The Contractor shall take all responsibility for the work, and shall provide barricades, watchmen and lights, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of the weather, floods, elements, or other cause; and he shall assume the defense of, and indemnify and save harmless the party of the first part and its individual officers and agents, from all claims relating to labor, equipment, and materials furnished for the work, inventions, patents and patent rights used in doing the work, also to injuries to any person or property received or sustained by or from the Contractor, his agents or employees.

The mention of any specific duty or liability of the Contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by the specifications.

LAWS AND REGULATIONS:

The Contractor shall keep himself fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the party of the first part and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

ASSIGNMENT OF CONTRACT:

The Contractor shall not sublet, assign or transfer this contract or any portion thereof or any payments due him thereunder, without the written consent of the party of the first part.

Assignment or subletting the whole or any portion of this contract shall not operate to release the Contractor or his bondsmen hereunder from any of the contract obligations.

ESTIMATED QUANTITIES:

The quantities of the various classes of work to be done and materials to be furnished under this contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, and bids offered for the work under this contract; and neither the party of the first part nor its agents is to be held responsible should any of said estimated quantities be found incorrect during the construction of the work; and the Contractor shall make no claim for anticipated profit, not for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

ALTERATIONS:

No extra charge shall be made for adjustments or alterations usually occurring in construction, and failure to understand the true intent of specifications and plans in any particular for any cause whatever, including possible errors or omissions, will not relieve the Contractor from obligation to perform a complete and perfect piece of work.

To facilitate his work, the Contractor will be permitted, at his own expense, to make such additions or alterations as the Engineer may approve in writing.

EXTRA WORK:

Should the Engineer deem additional work or material changes in design or construction necessary for the good of the work, he shall order the same in writing, and the difference in cost shall be added to or deducted from the contract price upon the basis of the unit prices bid or stipulated for such work; or in case no sum has been stipulated, by estimate and acceptance of a lump sum or upon the basis of fair allowance for the cost of labor and material at market prices plus the fee for additional work thereof for supervision, profits, and all other overhead costs, the rates of labor and the value of materials being agreed upon in advance, but no allowance shall be made or money paid for the use of the Contractor's tools and plant including machinery, equipment or trucks.

On or before the 10th of each month, the Contractor shall submit to the Engineer all bills or claims for extra work done during the preceding month, failing in which it is mutually understood and agreed that the Contractor shall waive and forfeit all rights and claims to extra, whether he shall have received written order for the same or not; failing which notification, he shall waive and forfeit all rights and claims to extra compensation for same.

AGENTS:

The work shall be carried on under the personal supervision of the Contractor or his properly authorized representative, who shall be on the ground at all times during the construction and who shall have full and responsible charge of work with power to receive orders and carry out instructions.

ENGINEER'S STATUS:

The Engineer shall have authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract.

AUTHORITY:

No agent of the party of the first part shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of these specifications, except insofar as such authority may be specifically conferred by the specifications themselves, without the formal authorization to do so, conferred by the Contract of which the specifications are a part, or by ordinance, resolution, or other usual official action by the party of the first part.

LABOR:

The Contractor shall employ only skilled workmen experienced in the kind of work to be done, and in sufficient numbers to complete all parts of the work in a substantial, neat, and workmanlike manner within the time specified.

If any person employed by the Contractor shall refuse or neglect to obey the directions of the Engineer in anything relating to the work or shall appear to the Engineer to be incompetent, disorderly, or unfaithful, he shall, upon order of the Engineer, be at once discharged and shall not be reemployed on the work; and such discharge shall not be used as the basis of any claim for damages against the party of the first part.

SOCIAL SECURITY PAYMENTS:

The contractor shall pay the contributions measured by wages of his employees and the mployees of his subcontractors required by the Social Security Act and/or the public laws of Michigan and shall accept exclusive liability for said contributions. The contractor further shall indemnify and hold harmless the Owner on account of any contributions measured by the aforesaid of employees of the contractor and the subcontractors assessed against the Owner under authority of said Act, and public laws of said state.

CONTRACTOR'S LIABILITY INSURANCE:

Unless otherwise provided in the contract documents, the contractor shall provide insurance as follows:

Compensation Insurance:

The Contractor shall take out and maintain during the life of the contract, Workmen's Compensation Insurance as required by the State of Michigan, for all of his employees employed at the site of the project, and in case any work is sublet, the contractor shall require the subcontractors similarly to provide Workman's Compensation Insurance for all the latter's employees unless such employees are covered by the

Contractor's insurance. In case any class of employees engaged in hazardous work under the contract at the site of the project is not protected under the Workman's Compensation Statute, the Contractor shall provide or shall cause the subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected.

Public Liability and Property Damage Insurance:

The contractor is to carry the types of insurance that will hold the owner harmless from any actions that may arise from the contractor's performance of this contract. The contractor shall take out and maintain during the life of the contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by the contract, from claims and damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employeed by either of them. The amounts of such insurance shall be as follows:

Bodily Injury	- One Person	$100,000
	- Each Accident	$400,000
Property Damage	- Each Accident	$100,000
	- Aggregate	$200,000

All insurance shall be carried with insurance companies authorized to do business in the State of Michigan and the contractor shall furnish the Owner with satisfactory proof of insurance coverage prior to the signing of the contract.

OWNER'S LIABILITY INSURANCE:

The Owner shall be responsible for and shall maintain such insurance at his option as will protect him from his liability to third parties for damage because of bodily injury, including death and damage to property of others which may arise from work under this contract, and any other liability for damages which the contractor is required to insure under any provision of this contract.

OBSTRUCTION TO TRAFFIC:

During the progress of the work, the Contractor shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Gutters or waterways must be kept open or other provisions made for removal of storm water except as otherwise specified herein, or as noted on the drawings. Except as otherwise specified herein, or as noted on the drawings, street intersections may be blocked but one-half at a time, and the Contractor shall lay and maintain

temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.

In the event of the Contractor's failure to comply with these provisions, the Engineer may with or without notice, cause the same to be done, and will deduct the cost of such work from any money due or to become due the Contractor under this contract, but the performance of such work by the party of the first part, or at its instance, shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

SANITARY REGULATIONS:

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the Contractor, and their use shall be strictly enforced.

SUNDAY AND NIGHT WORK:

The Contractor is required to prosecute work done under this contract during the hours of daylight and no work will be permitted at night or on Sundays, except to save property or life or as specifically authorized or directed by the Engineer.

LOCATION WORK:

Principal reference lines or points and bench marks shall be given by the Engineer at such time as he may deem necessary; or if the Contractor shall be in need of such reference lines or bench marks, he shall notify the Engineer twenty-four (24) hours in advance.

The Contractor shall locate all work accurately in reference to the above principal reference lines or points or bench marks, and shall furnish all the necessary instrument men, labor, instruments, and material for so doing.

INSPECTION AND REJECTION OF WORK:

The material used and the work done shall at all times and all stages be subject to the inspection by the Engineer as the work progresses; but such inspection shall not relieve the Contractor from any obligation to furnish materials and perform the work strictly in accordance with these specifications. Work not so constructed shall be removed and replaced by the Contractor at his own expense.

The Engineer shall have access to the work at all times, and the Contractor shall cooperate with him and furnish such assistance as may be required in order to facilitate and for the purpose of laying out principal reference lines or points.

The Engineer has the right to have removed by the Contractor such portion of work as he may deem necessary for the discovery of improper work or material, and the Contractor must restore such work at his own expense if improperly done and at the expense of the party of the first part if found to be in proper condition. Any work which during its progress and before its final acceptance may become damaged from any cause, shall be removed and replaced by good, satisfactory work at the Contractor's expense.

CLEANING UP:

On or before the completion of the work, the Contractor shall without charge therefor, tear down and remove all buildings and other structures built by him, and shall remove all rubbish of all kinds from any grounds which he has occupied, and shall leave the line of work in a clean and neat condition. Furthermore, all structures and appurtenances included in this contract shall be cleared of all scaffolding, centering, rubbish or dirt.

STARTING WORK:

Material shall be ordered and work shall begin on the ground within thirty (30) days after the contract is signed, unless otherwise stated.

PROGRESS OF WORK:

The work shall be prosecuted regularly and uninterruptedly, unless the Engineer shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time herein stated.

If, in the opinion of the Engineer, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon written order, shall proceed with such work without delay. Should he fail to so proceed, the Engineer may do or cause to be done, such work, and the cost of the same will be deducted from any money due or to become due the contractor under this contract.

TIME OF COMPLETION:

The time allowed for completion of the work contemplated in this contract shall be as stated in the proposal or specifications.

EXTENSION OF TIME:

All days in which work is suspended by order of the Engineer, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

TIME IS ESSENCE OF CONTRACT:

It is distinctly understood and agreed to by the parties hereto that the time specified for the completion of the work is the essence of this contract, and the Contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

INJUNCTIONS:

Should the party of the first part be prohibited or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after its commencement, by reason of any litigation or otherwise, the said Contractor shall not be entitled to any damages by reason of the delays thereby caused except for the actual cost of protecting such work as he may have underway, or for the cost of removal and replacement of such tools, plant, and materials as he may have delivered upon such work, such cost to be determined by the Engineer. Nor shall said party be entitled to withdraw from this agreement until such delays, as aforesaid, aggregate one (1) year; but the time of completion shall be extended for such times, as in the judgement of the Engineer, shall be equal to the aggregate delay.

FORFEITURE OF CONTRACT:

If the work to be done under this contract shall be abandoned by the Contractor, or if at any time in the judgement of the party of the first part of the Contractor shall fail to prosecute the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the party of the first part shall have the right to take possession of the work, including Contractor's plant, supplies and materials at any time after having notified the Contractor in writing to discontinue the work under this contract for said cause or causes, and such action shall not affect the right of the party of the first part to recover damages resulting from such failure. Upon receiving such notice, the Contractor shall and will, upon demand, immediately give the party of the first part safe and peaceable possession of the work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The party of the first part may then proceed to complete the work herein specified, by contract or otherwise; and the entire cost of the same shall be charged to the Contractor and deducted from any sum or sums due or to become due under the contract, the excess cost, if any, to be paid by the Contractor or his sureties, to said party of the first part.

NO WAIVER OF CONTRACT:

Neither the acceptance of the whole or any part of the work by the party of the first part or his Engineer, or any of its agents, nor any other measurements, or certificate by the Engineer, nor any order by the party of the first part for the payment of money, nor any payment for the whole or any part of the work by the party of the first part, nor any extension of time, nor any possession taken by the party of the first part or its agents, shall operate as a waiver for any portion of the contract or any power therein reserved to the party of the first part or any right to damages therein provided; nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

PAYMENTS AND ESTIMATES:

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer for review an Application for Payment and Certificate of the Contractor filled out and signed by the Contractor covering the work performed as of the date of the Application and supported by any such data as the Engineer may reasonably require.

Except where greater retention is necessary pursuant to definite circumstances specifically provided for in the construction contract, the following schedule of retained amounts from progress payments shall be followed:

a. Retention of up to 10% of payments claimed until construction is 100% complete.

b. When the project is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below 10% to only that amount necessary to assure completion of the contract work, if recommended by the Engineer and approved the Owner.

The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, will have passed to the owner prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances and that no work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person.

PAYMENTS AND ESTIMATES: (CONTINUED)

The Engineer's approval of any payment requested in an Application for Payment shall constitute a representation by him to the Owner, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the supporting data, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment the Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him on account of the Contract Price.

The Engineer's approval of final payment shall constitute an additional representation by him to the Owner that the conditions precedent to the Contractor's being entitled to final payment have been fulfilled.

The Engineer will, within ten (10) days after receipt of each application for payment, either indicate in writing his approval of payment and present the application to the owner, or return the application to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the application. The owner will, within ten (10) days of presentation to him of an approved application for payment, pay the contractor the amount approved by the Engineer.

The Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the Owner. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the Owner from loss because:

1. The work is defective.
2. Claims have been filed or there is reasonable evidence indicating the probable filing thereof.
3. The Contract Price has been reduced because of Modifications.
4. The Owner has been required to correct defective work or complete the work.
5. Unsatisfactory prosecution of the work, including failure to clean up.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the party of the first part and its agents, from all claim and liability to the Contractor for anything done or furnished for, relating to the work, or for any act or neglect of the party of the first part or of any person relating to or affecting the work.

PAYMENT NOT TO BE STOPPED:

The party of the first part shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the Engineer, or other officer, agent or appointee, under the provisions of this agreement, at any time (either before or after the final completion and acceptance of the work and payment made therefor pursuant to any such return or certificate, showing the true and correct amount of money due therefor, not withstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the Contractor or his sureties, separately or collectively, such sums as may have been improperly paid said Contractor by reason of any such return or certificate which has been untruly or incorrectly compiled.

COMPLETION GURANTEE:

In addition to the specific guarantee required by the specification for the work to be performed under this contract, the contractor shall guarantee all the work to be performed under this contract against defects in materials or workmanship for a period of one (1) year from the date of final acceptance of the completed work by the Owner.

Contractor shall, within a reasonable time after receipt of written notice, thereof, make good any defects in materials and workmanship which develop during the said (1) one year period, any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.

CONFLICTING CONTRACT DOCUMENTS:

Whenever a conflict occurs between any of the Contract Documents, the controlling document shall be the lowest number document in the following schedule:

1. Bulletins.
2. Addendums.
3. Special Project Conditions and Specifications.
4. Special Conditions.
5. Detailed Specifications.
6. General Specifications.
7. General Conditions.
8. Instructions to Bidders.
9. Detailed Plans of Job.
10. General Detail Drawings.

DETAILED SPECIFICATIONS

FISHING PIER

GENERAL DESCRIPTION

SCOPE

This item includes the furnishing of all plant, labor, equipment, supplies and materials and performing all operations in connection with installing work complete in place. The work shall include all connections to steel bulkhead, wood deck, steel railing, wood benches, swim ladder, and all other necessary equipment and materials to furnish the work shown on the drawings and specified herein.

STRUCTURAL AND MISCELLANEOUS STEEL

MATERIALS

Bolts, nuts and washers shall conform to requirements of ASTM A325. Bolt dimensions shall conform to the current requirements for regular semi-finished hexagon bolts, ASA designation: B18.2. All fasteners shall have a corrosion resistant zinc or cadmium plating. The swim ladder shall be shop painted with one coat of a high zinc content primer such as Rust-oleum zinc-sele. Finish painting shall consist of two coats of a two-component epoxy coating such as Rust-oleum 9300 system epoxy with each coat having a minimum dry film thickness of 2 mils. The preceding paint manufacturer is offered as an example for quality and performance. Other paint manufacturers, such as Durako or Glidden may be used with the Engineer's approval. Paint application shall be according to manufacturers instructions.

INSTALLATION

Omission of details from the plans and specifications shall not be the basis for exemption for the requirements for first class work. Holes in steel for bolts shall be provided by drilling or burning a small hole at the proper location and then reaming it to the required size. The diameter of the holes shall be 1/16" larger than the diameter of the bolts. Projection material and burrs which would prevent firm bearing of the various members on each other shall be removed by the Contractor.

One-half inch diameter drainage holes shall be made in any member which the Engineer feels will collect water.

All bolting shall be done in a workmanlike manner satisfactory to the Engineer. All bolts and washers shall be set square with connecting structural members and nuts drawn up tight. Until final acceptance of completed work, the Contractor will be required to check, straighten and tighten bolts in any part of the work as directed by the Engineer.

SHOP DRAWINGS

For all work requiring fabrication, the Contractor shall prepare and submit to the Engineer for approval, complete shop drawings in triplicate before work is fabricated.

CARPENTRY AND MILLWORK

MATERIALS

Lumber - All lumber shall be either Construction Grade Douglas Fir or No. 1 Southern Pine or better and shall conform to the rules of the West Coast Lumber Inspection Bureau or the Southern Pine Inspection Bureau as applicable. It shall be dried to the moisture content as per Association rules. Timber shall be pressure treated in accordance with AWPB Standard LP-22. Timber cut or drilled after treatment shall receive two heavy coats of the preservative on the exposed surfaces.

WOOD FLOOR DECK

Wood Floor Deck shall consist of 2" x 6" (nominal size) planks minimum 8 ft. in length. Decking shall be nailed at each joist.

BENCHES

Wood benches shall be constructed as shown in the detail on Sheet No. 2 and installed on the pier in the locations as shown on Sheet No. 1. After the benches have been assembled they shall be lightly sanded and all exposed corners or edges shall be lightly rounded. Lumber that is cracked or splintered will not be allowed.

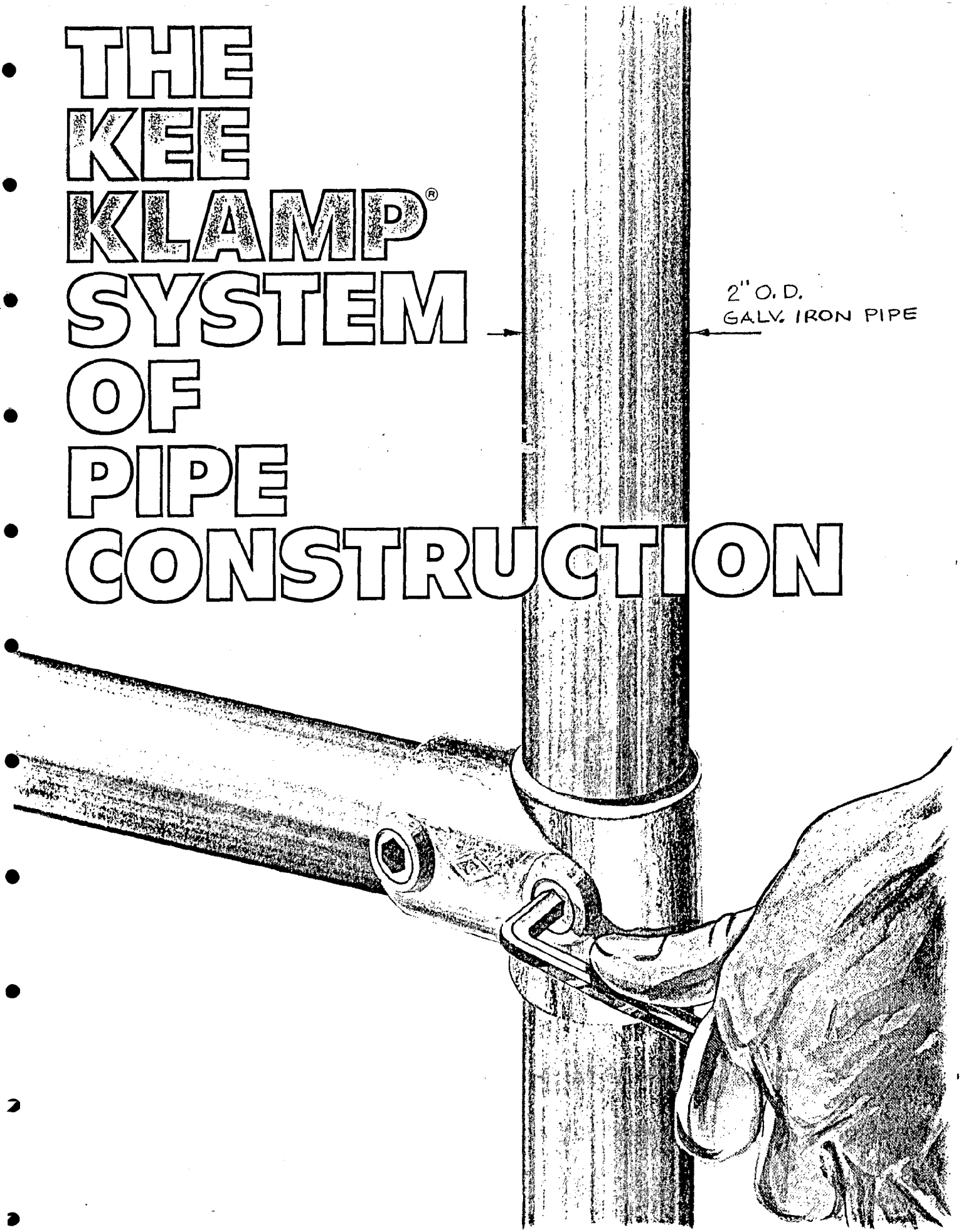
RAILING

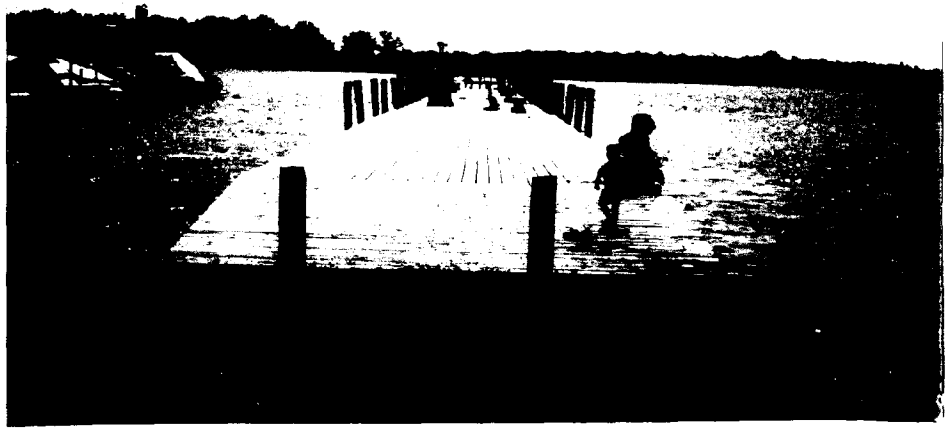
Railing shall be installed in the location as shown on the plans. It shall be top mounted using bolts of the diameter and strength recommended by the manufacturer. All railing and installation shall surpass OSHA requirements for the intended use. Railing shall be HSI, Handrailings Systems, Inc., P.O. Box 262, Howell, Michigan, (517) 546-8050, Finish shall be hot dipped galvanized as furnished by the manufacturer. Railing equal to that mentioned above may be used only if approved by the Engineer.

METHOD OF MEASUREMENT AND PAYMENT:

All items discussed under this (Fishing Pier) section shall be paid for complete, in place, on a basis as indicated in the Proposal.

THE KEE KLAMP® SYSTEM OF PIPE CONSTRUCTION





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