

**Bid Documents and Drawings
for
Parking and Pathway Development
Nelson Woods of The Little Forks Conservancy
Midland, MI**

April 14, 2025



Bids Due May 9, 2025 at 5:00 P.M.

Submit Bids To:

**The Little Forks Conservancy
125 McDonald St.
Midland, MI 48640**

Contact:

**Benjamin VanDyke
The Little Forks Conservancy
Phone: 989.835.4886
Email: bvandyke@littleforks.org**

**NOTICE TO BIDDERS FOR
PARKING AND PATHWAY DEVELOPMENT AT NELSON WOODS
THE LITTLE FORKS CONSERVANCY
MIDLAND, MI**

The Little Forks Conservancy will be accepting bids for, but not limited to, the construction of a new aggregate surface, parking area, pathway, and other related improvements at Nelson Woods located at 1227 Vance Road, Midland, MI 48640.

Bids will be received May 9, 2025, until 5:00 P.M. local time in effect, at The Little Forks Conservancy, 125 McDonald St., Midland, MI 48640. Bid documents are available by contacting Benjamin VanDyke at bvandyke@littleforks.org. Bids may be submitted in person, or by mail. Questions regarding the project are to be directed to: Benjamin VanDyke at 989.835.4886 or bvandyke@littleforks.org.

End of Notice

INVITATION TO BID

BID: Parking and Pathway Development at Nelson Woods

ITEM: New aggregate parking and pathway.

PRE-BID MEETING: No pre-bid meeting is scheduled. Nelson Woods is open daily.

DEADLINE & OPENING: May 9, 2025 at 5:00 P.M.

BID QUESTIONS DUE: Questions can be asked at any time through the bid process.

1. SUBMISSION AND RECEIPT OF BIDS

This bid will include, but not be limited to, the construction of a new aggregate surface parking area, pathways and other site improvements. Nelson Woods is located at 1227 Vance Rd., Midland, MI. Nelson Woods is open to the public daily and can be easily viewed by interested bidders during normal daylight hours. The project area for the new parking area is located at the end of E. Penrod St. located just north of the address given on Vance Rd. A location map is included on the cover sheet for the drawing set.

Questions can be directed to Benjamin VanDyke, of The Little Forks Conservancy via phone at 989.835.4886 or email at bvandyke@littleforks.org.

Bids to receive consideration shall be received prior to the specified deadline as designated above. **NO LATE BIDS WILL BE ACCEPTED.** The Little Forks Conservancy reserves the right to postpone the bid opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in possession of The Little Forks Conservancy. All Bids shall be labeled with **Parking and Pathway Development at Nelson Woods** on the outside of the envelope. Bids shall be sealed when submitted. Bids shall be typewritten or in ink and legibly prepared. Bids having erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **Bids shall be mailed or delivered to The Little Forks Conservancy, 125 McDonald St., Midland, MI 48640.**

2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the Conservancy reserves the right to accept any item in the bids. The Conservancy reserves the right to declare as non-responsive and reject any incomplete

bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response.

3. OFFICIAL DOCUMENTS

The Conservancy shall accept NO CHANGES to the bid document made by the Bidder unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Bidder's responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Bidder who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the Conservancy to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions made by the Conservancy to the Authorized Version of the bid, and if that Vendor fails to accept the bid award, the Conservancy may pursue costs and expenses to re-bid the item from that Vendor.

The Conservancy officially distributes bid documents. Bid documents may also be obtained from the design professional. **Copies of bid documents obtained from any other source are not considered authorized copies.** Additional added information or addenda will be distributed to the bid/plan holders from these two sources.

4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS

Interpretations may or may not be given orally (maybe written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Design Professional. All inquiries shall be made within a reasonable time prior to the stated question deadline (as applicable if shown in deadlines above) in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid will be on file at the Conservancy and will be distributed to bid/plan holders. It shall be the bidder's responsibility to make an inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

6. SPECIFICATIONS AND DRAWINGS

The contract documents will include this bid manual including documents referenced, all drawings and specifications. Available documents from the Conservancy include:

- a. Invitation & Project Manual: "Bid Documents and Drawings, Parking and Pathway Development, Nelson Woods, The Little Forks Conservancy, Midland, Michigan"

- b. Drawings attached to the Project Manual: Titled “Nelson Woods The Little Forks Conservancy, Midland, Michigan.”
- c. Specifications: MDOT newest edition of Standard Specifications and as included on the Drawing Package.

Unless otherwise stated by the bidder, the bids will be considered as being in strict accordance with the Conservancy’s applicable standard specifications, and any special specifications outlined in the bid document.

Reference to a particular trade name, manufacturer’s catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Conservancy and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. The bidder will provide with the bid, the requested alternative, relative specifications, and any effect that it may have on other bid items. However, the bidder, if awarded the contract, will be required to furnish the item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The Conservancy reserves the right to determine if the equipment/product or service being bid is equal to the specified equipment/product or service requested.

7. ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless requested by the Conservancy, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive, and at the opinion of the Conservancy, may result in rejection of the bid.

8. PRICING

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

9. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the Conservancy reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

10. DELIVERY

Bids shall include all charges for delivery, packing, crating, installation, etc., unless otherwise stated in the bid document. Material deliveries will be the responsibility of the contractor and the contractor will be on-site to receive deliveries. It is the vendor's responsibility to protect the public from harm and the site from any damage. Vendors are also responsible for securing all deliveries.

11. AWARD

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the Conservancy, price and other factors considered. The Conservancy reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the bid document the Conservancy reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown, and a notation is made on the bid document clearly indicating Bidder's intent. The Conservancy reserves the right to not award a contract for subject bid request.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Conservancy may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

13. DEFAULT CONDITIONS

In case of default by the contractor, the Conservancy may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

14. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend and save The Little Forks Conservancy and P.M. Blough, Inc. and herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgements and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

15. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CONSERVANCY PROPERTY/FACILITIES)

The awarded bidder furnishing labor in/on the Conservancy's public premises agrees to hold The Little Forks Conservancy and PM Blough, Inc. from liability loss and will maintain minimum coverage outlined below. An Acord form outlining coverage will be returned with the bid documents or prior to contract award. All coverages shall be with insurance carriers acceptable to The Little Forks Conservancy.

Reference CONTRACTOR INSURANCE REQUIREMENTS document attached to bid packet.

Additional Insureds: The Little Forks Conservancy and PM Blough, Inc., all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Thirty-day written notice of cancellation/reduction material change will be provided. All documents will be forward to The Little Forks Conservancy.

Proof of Insurance Coverage: The Contractor shall provide The Little Forks Conservancy at the time that the contracts are returned by him/her for execution, two (2) copies, one (1) if submitted electronically, of Certificates of Insurance for all coverage as listed above.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to The Little Forks Conservancy at least ten (10) days prior to the expiration date.

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless The Little Forks Conservancy and PM Blough, Inc. its elected and appointed officials, employees and volunteers, and others working on behalf of The Little Forks Conservancy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from The Little Forks Conservancy by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the this agreement.

16. BID SECURITY AND BONDS, ARE NOT REQUIRED FOR THIS CONTRACT

17. INSTALLATION

The bidder will provide complete installation. The work site will be maintained in a clean and safe manner during installation. The bidder will remove all shipping containers and packaging. All materials and installation shall be per the bid documents that include the project manual and all drawings. Materials are owned and the sole responsibility of the contractor while in transit and/or storage. Materials and debris may not be buried on premises.

18. FIRM PRICE GUARANTEE

All pricing will remain firm for ninety (90) days or bid award, whichever comes first.

19. GUARANTEE

All labor and materials are fully guaranteed for a period in conformance with the bid specifications. This period will not be less than 1 year from the date of Substantial Completion.

21. CONTRACT TERMINATION

The Conservancy reserves the right, upon thirty days written notice, to terminate any contract for failure of vendor to comply with terms and conditions set forth herein. Non-performance on the part of the vendor shall constitute breach of contract and shall nullify any and all contractual obligations between the seller and the purchaser.

22. TIME OF COMPLETION

All work completed under this contract shall be completed on or before 5:00 P.M. on October 31, 2025. Extensions of time can be allowed through written approval by The Little Forks Conservancy. The Contractor can begin work as soon as contracts are signed but all work must be completed within six weeks from the date of beginning.

23. APPROVAL ACCEPTANCE/ACCEPTANCE OF SPECIFICATIONS

The undersigned herein submits this proposal and agrees to enter into an agreement, if awarded the contract, with The Little Forks Conservancy in accordance with the contract documents. In submitting this completed and signed proposal, it is understood that the right is reserved by The Little Forks Conservancy to reject any or all bids and to make such award that, in the opinion of The Little Forks Conservancy, is in the best interest of The Little Forks Conservancy.

24. PROPOSAL AND BID FORM

This bid will include but not be limited to the construction of a new aggregate surface parking area, aggregate pathway and other related improvements. Nelson Woods is located at 1227 Vance Rd., Midland, MI. The project area is located at this property, but more specifically at the end of E. Penrod St., located on the north side of the property. Please note that the project area is located within Homer Township rather than the adjacent City of Midland.

Bid Award: The bid is anticipated to be awarded by The Little Forks Conservancy, in May of 2025 following the receipt of the bids on May 9, 2025. The formal award and contract signing will be completed soon after.

Bonds: Not Required

Bidder Responsibilities: Bidders shall make a careful examination of the site and shall become informed as to the location and nature of the proposed work, general existing conditions and facilities, permits and all other matters that may affect the cost and time and completion of the contract. All prices shall include materials, installation, overhead, permits, fees, and all other general conditions to complete the project as designed. Payment will be made on a percentage of the Item Sum completed. Unit prices will be used only for adjustments to allow for contract scope adjustments if required. **The bidder has read and understands the interest of the Conservancy in completing this project in a timely manner with completion of the project on or before October 31, 2025, unless approved in writing by the Conservancy. Contractors may begin the project when desired within the project completion window upon confirming the start date with the Conservancy but must complete the project once started within six weeks.**

The Little Forks Conservancy Nelson Woods Operation: Nelson Woods will remain in full operation during the construction of the project except for the designated project area.

Public Areas of Nelson Woods: The Contractor in bidding acknowledges that Nelson Woods is open to the public and will take precautions necessary to protect the natural resources, existing facilities, and the public from damage or harm. The Little Forks Conservancy shall approve access routes for construction traffic prior to the Contractor commencing any work. Concrete trucks will only wash out at the location approved by the Conservancy. The Contractor will be responsible for removing any washout materials from the site prior to the completion of the project.

Site Staking: The Contractor will be responsible for all site staking for construction and verifying grades. The Landscape Architect, P.M. Blough, Inc., will provide an electronic

AutoCAD dwg file for use in staking. The Contractor will contact and inform P.M. Blough, Inc. of any irregularities found during the staking and/or project construction in order that they can be reviewed, discussed, and a solution determined regarding the site conditions encountered prior to construction.

Removal of Materials: All excess cut must be removed from the Nelson Woods property by the contractor. Topsoil materials will be delivered to the Poseyville Riverfront Restoration Project located at 100 S. Benson St., Midland, MI to the designated location. All non-topsoil materials and vegetative materials are to be removed by the Contractor to a location designated by the Contractor that is not located within the 100 year floodplain of the Tittabawassee or Chippewassee Rivers.

Small Scale Equipment: Due to the nature of the natural site, the Conservancy desires that the project work be completed with smaller scale equipment rather than larger road construction equipment.

Brush and Vegetation to Remain on Site: All vegetation including stumps can remain within the Nelson Woods property. Contractor to coordinate with the Conservancy staff to identify the location to deposit the vegetation.

Permits: The Conservancy is in the process of securing the EGLE Joint Permit from the State of Michigan. The Contractor will be provided a copy of the permit for posting when it is awarded by EGLE.

The Contractor is responsible for securing and paying for the Soil Erosion and Sedimentation Control Permit from Midland County. The drive entrance on the private road of E. Penrod, and closure/construction within the road will be the Contractor's responsibility and will be coordinated with The Little Forks Conservancy regarding entrance, parking and pathway safety measures. Contractor is to provide required safety measures. A \$10,000 allowance is listed on the bid sheet.

Bid Price Submitted as item Prices: The Contractor submits the following bid based on the Total for the Item Prices. The quantities are given to assist the Contractor in bidding, and the Contractor is responsible for verifying all quantities. Payment will be made on the Total for the Item Prices, and not the units, unless specifically noted.

Testing: The Contractor shall be responsible for providing load tickets verifying the product mixes delivered with date and time, and provide compaction testing results to the Conservancy that meet the required specifications for compaction for aggregate base compaction.

Bid Sheet: The Bid Sheet is on the following page for completion by the Bidder.

BID SHEET**PARKING AND PATHWAY DEVELOPMENT****NELSON WOODS****THE LITTLE FORKS LAND CONSERVANCY**

4/12/2025

Item No.	Item	Quantity	Unit	Unit Price	Item Price
1	General Conditions and Bonds	1	LS	\$	\$
2	Mobilization and Permits	1	LS	\$	\$
3	SESC Measures	1	LS	\$	\$
4	Tree Protection Fence	1	LS	\$	\$
5	Demolition	1	LS	\$	\$
6	Site Grading & Removal of Excess Materials	1	LS	\$	\$
7	Aggregate Drive and Parking Area	1323	SQYD	\$	\$
8	Concrete Paving for ADA Spaces	485	SF	\$	\$
9	Striping and Signage	1	LS	\$	\$
10	Recycled Plastic Wheel Stops	2	EA	\$	\$
11	Detectable Warning Strip 2'x8'	1	EA	\$	\$
12	6" Compacted Crushed Stone Walk and Overl	437	SQYD	\$	\$
13	Ledge Stone Retaining Wall	69	LF	\$	\$
14	Concrete Trailhead	491	SF	\$	\$
15	6" Wide Deep Concrete Curb	31	LF	\$	\$
16	6" Wide Shallow Concrete Curb	54	LF	\$	\$
17	Bench	2	EA	\$	\$
18	Bike Rack	1	EA	\$	\$
19	Split Rail Fence	150	LF	\$	\$
20	Swing Gate - Set of 2	1	EA	\$	\$
21	Site Restoration	1	LS	\$	\$
22	Mulch Blanket	40642	SQFT	\$	\$
	Other Items Not Included Above but Required for a Complete Project				
23	Allowance for Restoration of Penrod Road			\$ 10,000.00	\$ 10,000.00
24				\$	\$
25				\$	\$
26				\$	\$
	TOTAL BASE BID				\$

In words, this bid price is:

_____ Dollars and ____ Cents.

20. REFERENCES (Provide at least 3)

<u>Company</u>	<u>Contact Person</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

21. SUB-CONTRACTORS

The following sub-contractors will be responsible for portions of the work under the General Contractor submitting this Bid:

<u>Sub-Contractor</u>	<u>Trade</u>
_____	_____
_____	_____
_____	_____

22. CONTRACT TERMINATION

The Conservancy reserves the right, upon thirty days written notice, to terminate the contract for subject bid award for failure of vendor to comply with terms and conditions set forth herein. Nonperformance on the part of the vendor shall constitute breach of contract and shall nullify any and all contractual obligations between the seller and the purchaser.

23. APPROVAL ACCEPTANCE/ACCEPTANCE OF SPECIFICATIONS

The undersigned herein submits this proposal and agrees to enter into an agreement, if awarded the contract, with The Little Forks Conservancy in accordance with the contract documents. In submitting this completed and signed proposal, it is understood that the right is reserved by The Little Forks Conservancy to reject any or all bids and to make such award that, in the opinion of the Conservancy, is in the best interest of the Conservancy.

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

BUSINESS TELEPHONE # OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TITLE OF SIGNER: _____

DATE OF SIGNATURE: ___/___/___ FAX # _____

EMAIL: _____

Notice of Award

To: _____

Project: **Parking and Pathway Development at Nelson Woods
The Little Forks Conservancy**

Date of Issue: _____

You are notified that your Proposal for the above Project has been considered. You have been awarded the contract for "Parking and Pathway Development at Nelson Woods" project.

The Contract Price of the contract is _____,
(\$_____).

_____ shall comply with the following condition within fifteen days of the date of the Notice of Award, that is by _____.

1. You shall deliver the required Insurance Certificates.
2. A signed copy of the Agreement as specified in the Instructions.

Failure to comply with these conditions within the time specified shall entitle The Little Forks Conservancy to consider your Proposal abandoned and to annul this Notice of Award.

Within ten days after receipt of acceptable Insurance Certificates, and a signed Agreement, The Little Forks Conservancy shall return to you one fully executed copy of the Agreement.

The Little Forks Conservancy,
Midland County, Michigan

By: _____

Title:

Notice to Proceed

DATE: _____

TO: _____

**PROJECT: Parking and Pathway Development at Nelson Woods
 The Little Forks Conservancy**

You are notified that you are to start performing the Work and your other obligations under the contract Documents. The date of final Completion shall be in compliance with the Bid Form, and as agreed to by the Contractor. The Contractor shall complete the project by the completion dates stated in the contract documents.

The Little Forks Conservancy, Midland County, MI

By: _____

Title: _____

GENERAL CONDITIONS

1.0 Assignment of Contract and Other Contracts

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

2.0 Materials and Workmanship

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

3.0 Use of the Premises

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

4.0 Damages and Save Harmless Clause

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

the Conservancy, by reason of personal injury, including bodily injury or death and/or property damage, including loss thereof, which arises out of or is in any way connected or associated with this contract.

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

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

5.0 Cleaning

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

6.0 Permits and Inspections

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

7.0 Insurance

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

8.0 Safety

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

9.0 Non-Discrimination

In connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color or national origin. The aforesaid provision shall include, but not be limited to the following: recruitment or recruitment advertising; employment, upgrading, demotion, or transfer; and layoff and selection for

training, including apprenticeship. Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PS 453, as amended, MCL37.2101 et seq., the Persons with disabilities Civil Rights Act, 1976 PA 220 as amended, MCL37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants regarding discrimination.

10.0 Liens

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

11.0 Guarantees

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

12.0 Bonding Requirements- NO BONDS ARE REQUIRED FOR THIS PROJECT

13.0 Violations and Failure to Comply

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

14.0 Extension of Time

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

Contractor, they may extend the time for completion in such amount as conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

15.0 Discrepancies in Drawings

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

16.0 Equipment Data

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

17.0 Construction Staking

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

18.0 Sanitary Provisions

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

19.0 Additional Work

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

20.0 Requests for Payment

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

With each Request, A Contractor's Declaration declaring that the Contractor has not performed any work, furnished any material, sustained any loss, damage or delay, for any reason, including soil conditions

encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the owner except as shown on the Declaration and if required shall submit receipts or other vouchers showing his payments for materials and labor, including payments to sub-contractors.

21.0 Existing Utilities

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

End of General Conditions

THE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between The Little Forks Conservancy, Michigan, hereinafter called the Owner, and _____.

hereinafter called the Contractor.

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE I - THE WORK

It is agreed that the Contractor shall furnish all labor, materials, and equipment, and perform all of the work shown and called for on the Drawings and described in the Specifications entitled -

Contract Documents, Drawings and Specifications
"Parking and Pathway Development at Nelson Woods
The Little Forks Conservancy, Homer Township, Michigan"

prepared by PM Blough, Inc. (PMB), acting as the Professional. The Contract Documents being hereby defined to include the Agreement, Drawings, Advertisement, Instructions to Bidders, Proposal, Specifications, General Conditions, and any supplements thereto agreed to by both parties.

ARTICLE II - THE TIME

It is agreed that the Contractor shall, upon execution of this agreement, begin work within ten (10) consecutive calendar days from the date of the notice to proceed, and shall prosecute the work in such a manner so as to complete the installation all proposed improvements within the number of calendar days indicated by the Contractor's proposal beginning on the date of the notice to proceed, except as provided herein. The time of beginning, rate of progress, and dates of completion are considered essential elements of the Contract.

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by Acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency or public necessity, or by any preference, priority or allocation order duly issued by the government, or by reason of alterations ordered by the Owner, the Contractor shall have no

valid claim for damages on account of any cause or delay; but he shall in such case be entitled to such an extension of the above time limits herein, as the Professional shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within one (1) week after the date upon which such alleged cause or delay shall have occurred.

ARTICLE III – LIQUIDATED DAMAGES

It is expressly covenanted and agreed that time is and shall be considered of the essence of the Contract. In the event that the Contractor shall fail to perform the entire work agreed to by or at the times herein mentioned as referred to in Article II, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article II, the Contractor shall pay unto the Owner as and for liquidated damages and not as a penalty, the sum as specified in the Special Conditions for each and every day that the Contractor is in default. It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this Contract, which said sums the Owner shall have the right to deduct from any moneys in his hand otherwise due or to become due to the Contractor or to sue for and recover compensation for damages for nonperformance of this contract at the time stipulated herein and provided.

ARTICLE IV - OWNER'S RIGHT TO COMPLETE

It is agreed that if at any time the Contractor should abandon his work; or if he should be adjudged as bankrupt, or if his performance of this Contract is being unnecessarily or unreasonably delayed; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient materials for the work; or if he should habitually fail to make prompt payment to sub-contractors or to pay promptly for materials and labor; or if he should persistently disregard laws or ordinances or the directions of the Professional; or if he should willfully and repeatedly violate any of the substantial provisions of this Agreement, then in such case the Owner, after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this Contract, or any part thereof. Thereupon, the Contractor shall at once discontinue such work or such part thereof and shall cease to have any right to the possession of the ground. The Owner shall have the right to finish the work, or part thereof, by contract or otherwise as he may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall

exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor or his sureties shall pay to the Owner the amount of such excess.

It is expressly stipulated and agreed that from and after the date of the order to discontinue work, and until such work shall have been finally completed by the Owner, neither the Contractor nor any of his agents or employees shall remove, or make any effort directly or indirectly to remove any of the above-mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the Owner to do so.

It is further understood and agreed that the foregoing provisions of these articles are without prejudice to any other right or remedy which the Owner may have under this Agreement.

ARTICLE V - ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with written consent of the Owner to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this Agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Agreement, or his claim thereto, except with the written consent of the Owner.

ARTICLE VI - THE CONTRACT PRICE

It is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the Owner shall pay to him, at the time and in the manner hereinafter stipulated, an amount as determined by the measured quantities and the respective unit prices herein named on the proposal form subject to additions and deductions as provided in the Contract.

On or about the fifteenth (15th) of each month during which satisfactory progress has been made toward the final completion of the work, the Professional will make an estimate of the amount and value of the work which has been completed under this Contract during that

month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement or with exactness but may be made either wholly or in part by appraisal or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate.

It is agreed that the Contractor shall submit to the Owner a written request for each partial or final estimate of payment. It is further agreed that the Contractor shall submit sworn statements or other satisfactory evidence, as requested by the Owner, that all persons who have supplied labor, materials, or equipment for the work embraced under this Contract as well as persons who have claimed damages arising out of the performance of this Contract have been fully paid for the same.

Payments based on progress estimates will be made within thirty (30) days of receipt by the Owner of the progress estimates for work completed during the preceding month or since the date of the last preceding progress payment. No allowance will be made for materials furnished which are not incorporated in the finish work, unless otherwise stated.

In accordance with the provisions of Section 3 of Act 524 of the Michigan Public Acts of 1980, (MCL 125.1563) and with the terms of this Contract, in order to assure proper performance of the contract, the Owner shall retain 10% of the amount of each progress payment, but the total retained funds shall not exceed an amount equal to 10% of the dollar value of all work in place until the work is 50% in place. After the work is 50% in place, the Owner shall not withhold additional retainage unless Owner determines that the contractor is not making satisfactory progress, or for other specific cause relating to the contractor's performance under the contract. If the Owner so determines, it may retain not more than

10% of the dollar value of work more than 50% in place. Unless there is a dispute as set forth below, retainage and interest earned on retainage shall be released to Contractor together with the final progress payment.

Pursuant to Act No. 524, Michigan Public Acts of 1980, the Owner hereby designates PM Blough, Inc. (PMB) as the person representing it to whom written requests for payments are to be submitted. The Contractor hereby designates PM Blough, Inc. (PMB) as the person who will submit written requests for payments to the Owner.

It is agreed that in the event a dispute arises over an avoidable or unacceptable delay in the performance of the work as described in Section 4 (3) of Act 524 of the Michigan Public Acts of 1980 (MCLA 125.1564 (3)) the dispute may, at the option of the Owner, be submitted for resolution in accordance with the provisions of Section 4 (2) of said Act. The dispute resolution process herein described shall be used only for the purpose of determining the rights of the

parties to retained funds and interest earned on retained funds. Nothing herein shall impair the right of the Owner to bring an action in any court of jurisdiction to determine the rights of the parties.

The progress estimates and payments will include all alterations which may be done under the provisions of Section 22 of the General Conditions on the same basis as other work is included. All such work is regarded herein as essentially a part of the Contract and not merely an addition to it.

No progress estimate made or certified by the Professional and no partial payment made to the Contractor by the Owner shall be deemed or construed as an acceptance of any part of the work under this Contract or any portion thereof prior to the final completion of the work and payment of the final estimate.

Within thirty (30) days after satisfactory completion of the work covered by this Agreement, the Professional will make a final inspection of the work as a whole and will make up a final estimate of the total amount due the Contractor under the terms of the Agreement. Upon the acceptance of the completed work, the Owner will pay to the Contractor the entire amount of such final estimate less the sums previously paid. The Contractor shall file with the Owner the Contractor's Affidavit included in these contract documents and comply with all requirements for Final Payment in Section 45 of the General Conditions

ARTICLE VII - ANTICIPATED CONDITIONS AND WORK BY OTHERS

The Contractor further acknowledges that he is not entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his failing to fully acquaint himself with the site, the conditions, and the work now in place or on account of interference by the Owner or by any other contractor's activities which affect the work of this contract.

ARTICLE VIII - MISCELLANEOUS

The Contractor acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from Owner, its agents or employees, and that this contract is entered into solely upon the Contractor's own independent business judgment.

ARTICLE IX – BONDS- BONDS ARE NOT INCLUDED IN THIS AGREEMENT

ARTICLE X - INDEPENDENT CONTRACTOR RELATIONSHIP.

In the performance of this Contract, the relationship of Contractor to the Owner shall be that of an independent contractor and not that of an employee or agent of the Owner. Contractor is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Owner or to make any representations to third parties that are binding upon the Owner. Although Contractor is required under this Contract to advise, make recommendations to and to a limited extent represent the Owner all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Owner or the Owner's authorized representative prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Owner or an authorized Owner's representative.

Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in this Contract in accordance with the terms and conditions of this Contract. Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Owner in advance.

ARTICLE XI - LIABILITY AND INSURANCE.

Contractor is required, in accordance with Section 49 of the General Conditions, to complete and comply with Section 49 of the General Conditions and agrees to indemnify and hold harmless the Owner, its elected and appointed officials and employees and attorneys, and all Additional Named Insured from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Owner and all Additional Named Insured by reason of: (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract; or (iii) civil damages and penalties, including without limitation damages and penalties resulting from claims of discrimination, civil rights violations, statutory violations or constitutional violations, which arise out of any or are in any way connected or associated with the actions or inactions of Contractor. Contractor also agrees to indemnify and hold harmless the Owner, its elected and appointed officials and employees and attorneys, and

all Additional Named Insured from and against any and all claims, demands for payment, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for or relating to any patented or copyrighted material, process, or device that may be used in the course of performing the work or form a part of the work.

Contractor shall provide evidence of adequate insurance coverage in the types and amounts required by the Owner. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Owner, PMB, and certain adjoining property owners as Additional Named Insured, but with such coverage being primary and non- contributory. Contractor shall give the Owner and all Additional Named Insured immediate notice of any change in or cancellation of the coverage within twenty (20) days of such change or cancellation, shall provide a copy of any cancellation notice received from its insurer to the Owner and all Additional Named Insured within twenty (20) days of such cancellation, and shall request that its insurer send such notice of cancellation to the Owner and all Additional Named Insured. The Contractor shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Owner.

ARTICLE XII - GENERAL PROVISIONS.

A. Entire Agreement. This instrument, being hereby defined to include the Agreement, Drawings, Advertisement, Instructions to Bidders, Proposal, Specifications, General Conditions, and any supplements thereto agreed to by both parties, contains the entire Contract between the Owner and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because the Owner is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Owner This Contract shall be binding on the parties, their successors, assigns and legal representatives.

E. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Owner:

Contractor:

F. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Owner and Contractor.

G. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

H. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in The Little Forks Conservancy, Midland County, Michigan.

If any section, paragraph, sentence, clause or phrase of these Contract Documents shall be held invalid, the same shall not affect any other part of these Contract Documents.

WITNESSES:

THE LITTLE FORKS CONSERVANCY,
MIDLAND COUNTY, MICHIGAN

By _____

By _____

CONTRACTOR

By _____

INSTRUCTIONS FOR EXECUTING AGREEMENT

If the Contractor be a Corporation, the following certificate should be executed:

I, _____ certify that I am the
_____ Secretary of the Corporation named as Contractor hereinabove; that
_____ who signed the foregoing Agreement on behalf of the
Contractor, was then _____ of said Corporation; that said
Agreement was duly signed for and in behalf of said Corporation by authority of its governing
body, and is within the scope of its corporate powers.

(Corporate Seal)

If the Agreement be signed by the Secretary of the corporation, the above certificate should be executed by some other office of the Corporation, under the Corporate Seal. In lieu of the foregoing certificate, there may be attached to the Agreement copies of so much of the records of the Corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the Corporate Seal to be true copies.

The full name and business address of the Contractor should be inserted, and the Agreement should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the Agreement.

If the Contractor should be operating as a partnership, each partner should sign the Agreement. If the Agreement be not signed by each partner, there shall be attached to the Agreement a duly authenticated Power of Attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Agreement a duly authenticated Power of Attorney evidencing the signer's authority to execute such Agreement for and in behalf of the Contractor.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this ____ day of _____, A.D. 20_.

_____ (SEAL)

_____ (SEAL)
Principal

_____ (SEAL)

_____ (SEAL)
Surety

_____ Mailing Address

Signed, sealed, and delivered in the presence of:

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____ to _____, A.D., 20__ , performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from _____ the Owner, or his agents, in addition to the regular items set forth in the contract numbered _____ and dated _____, A.D., 20__, for _____ executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

Date: _____

(Contractor)

By _____

Title

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
) ss
County of _____)

The undersigned, _____ hereby represents that on _____ he (it) was awarded a contract by _____, hereinafter called the Owner, to in accordance with the terms and conditions of Contract No. ___ and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of 20__.

(Contractor)

By _____

Title _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan, on this _____ day of _____, 20__.

Notary Public

My Commission Expires _____

SPECIFICATIONS

All specifications not specifically indicated such as earthwork, aggregate, concrete, etc. will be installed per current Michigan Department of Transportation (MDOT) specifications. Additional specifications are noted in the drawings.

SITE DEVELOPMENT DRAWINGS ARE ATTACHED

Drawings are drawn to scale at 11" x 17" sheets for ease of printing or enlarging to 22" x 34".

Drawing Package titled: "Nelson Woods, The Little Forks Conservancy, Homer Township, Michigan." The print sizes are important to note in maintaining the scale of the drawings.