

# ADDENDUM No. 1

ITB No. 4617

## BARTON DRIVE WATER MAIN REPLACEMENT AND RESURFACING PROJECT

**Bids Due: APRIL 7, 2020 at 10:00AM (Local Time)**

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes forty-two (42) pages.**

**Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments (if any) in its Bid by so indicating on page ITB-1 of the Invitation to Bid Form. Bids submitted without acknowledgment of receipt of this addendum may be considered nonconforming.**

The following forms provided within the ITB document must be included in submitted bids:

- City of Ann Arbor Prevailing Wage Declaration of Compliance
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance
- Vendor Conflict of Interest Disclosure Form
- City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance

**Bids that fail to provide these forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.**

### I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the Bid document which are outlined below are referenced to a page or Section in which they appear conspicuously. The Bidder is to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

<b><u>Section/Page(s)</u></b>	<b><u>Change</u></b>
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C-1 thru C-7	As provided in ITB No. 4617 Bid Document: Contract Documents as Pages C-1 thru C-7
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As updated herein:  
Contract Documents as Pages C-1 thru C-7

*Comment: The intent with this change is to add language allowing electronic submittals with Page C-1 thru C-7 provided herein.*

BF-1 thru BF-4	As provided in ITB No. 4617 Bid Document: Bid Form, Section 1 – Schedule of Prices as Page BF-1
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As updated herein:  
Bid Form, Section 1 – Schedule of Prices as Pages BF-1 thru BF-4.

*Comment: The intent with this change is to simply add quantities to “Subgrade Undercutting – Type II” and “Aggregate Base Course, 21AA – C.I.P” provided in the ITB Document with the accurate Page BF-1 thru BF-4 provided herein.*

DS-1                      As provided in ITB No. 4617 Bid Document:  
Project Schedule as Pages DS-1 thru DS-4

As updated herein:  
Project Schedule as Pages DS-1 thru DS-4

*Comment: The intent with this change is to correct the July 4<sup>th</sup> holiday, and add clarification to phases in regards to milling and paving activities provided in the ITB Document with the accurate Page DS-1 thru DS-4 provided herein.*

DS-37                      As provided in ITB No. 4617 Bid Document:  
In-Situ Soils and Removal & Disposal of Contaminated Soils as Pages DS-37 thru DS-39

As updated herein:  
This DS has been removed from the project.

*Comment: The awarded Contractor will receive a new proposal with correct page numbers, as affected by this deletion, and a new plan set with the correct plan sheets 26 & 27.*

DS-57                      As provided in ITB No. 4617 Bid Document:  
Remove Concrete Curb or Curb and Gutter – Any type and Remove Concrete Sidewalk and Drive – Any thickness as Pages DS-57 thru DS-58

As updated herein:  
Remove Concrete Curb or Curb and Gutter – Any type and Remove Concrete Sidewalk and Drive – Any thickness as Pages DS-57 thru DS-58

*Comment: The intent with this change is to add pay items to restore turf for these items as provided in the ITB Document with the accurate Page DS-57 thru DS-58 provided herein.*

DS-60                      As provided in ITB No. 4617 Bid Document:  
HMA Surface Remove as Pages DS-60 thru DS-61

As updated herein:  
HMA Surface Remove as Pages DS-60 thru DS-61

*Comment: The intent with this change is to add pay items to restore turf and excavate subbase for this item as provided in the ITB Document with the accurate Page DS-60 thru DS-61 provided herein.*

Plan Sheet 26              As provided in ITB No. 4617 Bid Document:  
Plan Sheet 26

As updated herein:  
Plan Sheet 26

*Comment: The intent with this change is to correct pay items call-out that were mislabeled to restore turf and excavate subbase for this item as provided in the ITB Document with the accurate plan sheet 26.*

Plan Sheet 27           As provided in ITB No. 4617 Bid Document:  
Plan Sheet 27

As updated herein:  
Plan Sheet 27

*Comment: The intent with this to add information about existing signs as provided in the ITB Document with the accurate plan sheet 27.*

Attachment           As provided in ITB No. 4617 Bid Document:  
Living Wage Compliance Form and Poster

As updated herein:  
Living Wage Compliance Form and Poster

*Comment: The intent with this to update the Living Wage for projects that will constructed after April 30, 2020.*

Pre-Bid Meeting       As promised, the Pre-Bid agenda, sign-in sheets, and meeting minutes are included.

*Comment: The meeting minutes had a few updates made by Jane Allen for this Addendum. Questions asked during the meeting have been answered below.*

All mentions           As provided in ITB No. 4617 Bid Document:  
Bid Due Date: Tuesday, March 31, 2020 at 10:00 a.m.

As updated herein:  
Bid Due Date: **Tuesday, April 7, 2020 at 10:00 a.m.**

*Comment: The Due Date and Time for responses to this ITB has been extended to **Tuesday, April 7, 2020 10:00 a.m. (local time)**. Note that all other dates are unchanged.*

## **II. QUESTIONS AND ANSWERS**

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the ITB. Bidders are directed to take note in their review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: How will the public bid opening be handled with the current closure of city hall?

Answer 1: The bids can be submitted in the vestibules at City Hall in a secure box. At 10:00am on Tuesday, April 7, 2020, Colin Spencer will grab all the bids and open them in City Hall's lobby. You may watch and listen from the vestibules – keeping in mind the 6 feet of separation rule.

Question 2: Can an excel format of the bid form be provided?

Answer 2: Yes, an excel spreadsheet will join the plans and proposal documents.

Question 3: With local traffic only / road closed in the work area on Barton Drive why is the site split into multiple phases and different from a typical road closed/local traffic only which would allow construction within the entire zone? Can you please confirm if the intent of the phasing is to perform construction in part width and provide a full lane of pavement open at any given time during the construction? Is asphalt to be paved through the top course in each phase?

Answer 3: The intent of different phasing is to maintain a lane of EB local traffic and associated signage. The pavement cores show the current asphalt is greater than 4 inches, so limited amount of local traffic will be allowed to travel on a milled surface between EB M14 ramps and Pontiac Trail. The Progress Clause has been updated to make it clear that the entire width of the road can be milled in Milestone 1: Phase 1, and the entire width of the road, plus new paved shoulder, can be paved in Milestone 1: Phase IV. Traffic control during cold-milling and paving will be done under flag control during working hours and the one lane open to local traffic be resumed each evening.

Question 4: Per the cross sections Barton Drive from 4+28 – 30+26 a 4" cold mill of the existing pavement has been proposed leaving a varying depth of existing pavement in place (.5"-2" +/-). There is concern the existing pavement left in place will not hold up to the construction traffic once existing surface is less than 2". If the pavement ravel how will this be addressed?

Answer 4: If the existing pavement ravel, we will undercut and add aggregate base. Additional quantities of these items have been added to the bid form.

Question 5: The proposed road profile varies from the existing profile. Will all areas required to be milled to a depth of 4" as shown on the cross sections or follow the new designed profile?

Answer 5: In most areas, a standard depth of 4 inches will be milled. In areas near Longshore and Chandler, where we will need to raise the road to accommodate a new crosswalk or we are reconfiguring the intersection, respectively, there will be staked transitions to the depth of milling. If this will not work, we will mill 4 inches and add a base course of HMA when we pave.

Question 6: Has alternate phasing/sequencing of construction been considered for the Barton Drive portion of the work?

- Complete the utility and concrete work under proposed road closed/local traffic only configuration.
- Crush and Shape the entire of the road in-lieu of milling
- Pave complete North/South Lane of Barton Drive at the same time.

Answer 6: The Contractor can submit an alternate staging sequence for review and approval from the Engineer.

- This is what is planned, except for the milling prior to this work.
- We will not crush and shaping Barton Drive.
- Paving can be full width in Phase IV, see revised Progress Schedule.

Question 7: Please describe how the pavement removal will paid for water main/water services/storm utility work. Will it require saw cuts along all water main trench/water service/storm sewer within the milled area?

Answer 7: All pavement removal between EB M14 ramps and Pontiac will paid as Machine Grading, Modified- add the water main trench and services lead trenches will need to be saw-cut. HMA driveways and the pavement near Starwick to be removed will be paid for as HMA Surface Remove. Pavement between WB M14 ramps and EB

M14 ramps will be paid as Cold Milling HMA Surface. Sheet 26 has been updated to reflect this.

Question 8: How is the trench to be left between utility work and paving? If maintenance gavel is required to what depth is 21AA paid for under the 21AA CIP vs. maintenance gravel? If asphalt is required will it be paid under hand patching? To what depth will hand patching be required? Will asphalt be required to match the existing depth left in place in the milled areas?

Answer 8: Trench maintenance is covered in General Conditions, Max \$30,000. 4 inches of maintenance gravel or HMA, Contractor's choice will be placed over the 8 inches aggregate base. Handpatching will be placed to match the adjacent pavement section, on top of existing base.

Question 9: Please provide additional detail to the limits/width and scope (base/surface) of paving that is to be performed in each phase.

Answer 9: The base will be the width of the utility trenches and full width where necessary due to any raveled HMA (along with subgrade undercutting in those areas). Paving can be done in Phase IV, full width.

Question 10: Will all existing structures get new frame/castings?

Answer 10: Yes, any Structures that are adjusted will get new castings (paid.) New structures come with new castings.

Question 11: The proposed typical section in the new water area shows a sand sub-base section to be paid separately from the trench. Trench detail Type I shows the sand to be included in the trench. Please clarify which item the sand sub base will be included in.

Answer 11: The Trench Detail Type I is correct, the subbase is included in the water main trench – see DS Water Main Installation and Testing. The cross-section explains how to build the roadway section, not necessarily how it is paid.

Question 12: The location of the existing water services to be transferred to the new main are difficult to identify in the plans. Can a table be provided of the houses that will require water service transfers to the new water main?

Answer 12: The houses that will require new service leads are 678, 686, 690, 694, 697, 700, 701, 704, 705, 708 & 709 Barton Dr. and 527 Northside Ave.

Question 13: Please provide the current cost per corporation the contractor is required to pay for new GVIW's.

Answer 13: 1" corporations are \$466, 2" corporations are \$657, and Bacti samples testing are \$30. Currently, the City is not testing, and outside certified labs are being used. Hopefully this will be the case once Barton starts.

Question 14: Will 21AA aggregate from Aggregate Industries in Dundee be allowed for this project?

Answer 14: 21AA limestone from any source will be accepted, provided that meets the specifications and is free of contaminants (naturally occurring or otherwise). Any limestone delivered to the project that contains olfactory evidence of petroleum contamination may be subject to rejection by the City.

Question 15: Can you please provide the testing intervals required to rule out contamination per the Detailed Specification In-Situ Soils and Removal and Disposal of Contaminated Soils to ensure the contractor is not taking ownership of contaminated soil? Under what bid item should the cost of these tests be included?

Answer 15: The Detailed Specification for In-Situ Soils and Removal & Disposal of Contaminated Soils on current DS-37 is being removed from the contract documents. Further questions regarding this DS will be answered with N/A.

Question 16: Can pay items be added to for bid for the work described per Detailed Specification In-Situ Soils and Removal and Disposal of Contaminated Soils? Could consideration be given to modifying the pay item unit to per ton instead of per cubic yard as that is how all landfills pay for the disposal of soil contaminated soil? We will not be able to provide "receipts from the disposal facility for the number of cubic yards disposed of at the facility" as specified provision, only tons disposed.

Answer 16: N/A

Question 17: Detailed Item #210, #211 and #213 note that all topsoil/seeding restoration is to be paid for under "Clean-up & Restoration, Special." There separate items set up in the proposal for payment of topsoil, seeding, fertilizer, and mulch blankets. Please define how the limits of restoration paid for inclusive to the removal items will be distinguished from the individual restoration pay items. Can consideration be given to remove the restoration component of work from the removal items and pay per units?

Answer 17: Individual items of topsoil, seeding, fertilizer, and mulch blankets will be paid for all these items used, and the "Clean-up & Restoration, Special" will be used to ensure it grows. The DSs have been updated.

Question 18: Can you please provide the prevailing wage rates for this project?

Answer 18: The prevailing wages that were pulled 10 days before the bid opening are attached.

Question 19: HMA surface removal Item #213 DS-60 notes that subbase removal is as directed by the engineer. Can you please specify how the contractor is to estimate the quantity at the time of bid if it is to be included in this bid item of work?

Answer 19: If there is no subbase existing, we will ask that some be installed. The DS has been changed, see attached, and new subbase will include subgrade undercutting and aggregate base pay items.

Question 20: The propose typical section from station 13+12.5 – 20+05 shows guardrail with a call out for it to be removed and the detailed specification for Item #219 specifies removal only. Can you please confirm the guardrail is to be removed only and not reinstalled?

Answer 20: Yes, new guardrail will be installed by the City's annual guardrail contract. That Contractor will coordinate with the Barton Contractor on timing.

Question 21: There are two signs, one stop sign and one DOT timber post sign, that will have to be removed and relocated at station 3+75 to construct the proposed sidewalk. Will the city perform this work; where are they be relocated?

Answer 21: The signs will be removed by the Contractor prior to construction and stored in a manner to prevent damage. See Note #27 on Sheet 2 in the Plans. The City and MDOT will reinstall those signs.

Question 22: Plan sheets 27-28 notes that the contractor shall coordinate with DTE to have the poles relocated to avoid conflict with the proposed roadway. In past projects there can be considerable amount of time (greater than 14 days) to coordinate and have the work completed especially if there are joint facilities on the poles. Would the city consider starting this process before construction so this does not affect the

schedule? Are all fees associated with work paid by the city? Are they current conversations with DTE to start the process to have the poles relocated?

Answer 22: DTE is currently designing the pole relocations and hopes to relocate them prior to the start of our project. The Contractor will incur any costs.

Question 23: There is an existing light pole at station 19+75 that appears to be in conflict with the proposed walk. Who is responsible if this needs to be relocated?

Answer 23: If the sidewalks are approved by City Council, DTE will relocate this light pole.

Question 24: Will the pavement removed to construct the widened shoulder and curb along Barton from station 4+28 to 30+26 be paid for the under the HMA remove item? Will a full depth saw cut be required the entire length of this work?

Answer 24: The removal of the edge of pavement and the grass/gravel shoulder will be paid as Machine Grading, Modified.

Question 25: In front of house 815 on plan sheet 26 there is a callout for 2 ea. Item 9 "Sewer Remove" with leaders pointing to two trees. Can you please confirm the work to be done on the trees?

Answer 25: The City's Forestry Unit will remove necessary trees this spring, and those call-outs should have been "4" stump removals, see revised sheet 26, attached.

Question 26: I have a question regarding the HMA removal on this project. Item 213 – HMA Surface Remove has an estimated quantity of 4300 SF. I can't identify where this quantity is supposed to be assigned to? Is this quantity supposed to cover Phase 3 and the HMA driveways in Phase 4 removals? Also, is the intent to have the HMA removal of Barton Drive itself be included in Item 230 – Machine Grading? Or is the intent to have all the HMA removals in Item 213?

Answer 26: The item HMA Surface Remove is for the asphalt driveways and for reconfiguration of Barton/Starwick intersection (see attached Sheet 26). All pavement of Barton between EB M14 ramps and existing "shoulder" between EB M14 ramps and Brede Place will be paid with Machine Grading, Modified.

Question 27: Per the typical sections shown on sheets 6 & 7, we are to mill 4" of existing asphalt in the center section of the roadway. Given the existing HMA depths, if we mill 4" we are going to leave between 0.5"-2" of HMA in the milled section to be overlaid. Is the intent to mill the pavement to the full depth of asphalt for the resurfacing as to not leave a small thickness of HMA underneath?

Answer 27: See answer to question 4 above.

Question 28: In sections where the grade of the road is being raised, after we mill the 4" section of asphalt (or deeper), we are going to have to raise the existing base section within the milled area to get it to grade. I am assuming we are to supplement the existing grade with 21AA limestone to bring the road section up to 4" below finish surface. Is this aggregate placement paid as Aggregate Base Course, 21AA-C.I.P.?

Answer 28: If the HMA ravel and the answer to question #4 above applies, we will raise the grade with Aggregate Base Course, 21AA-C.I.P. with grade stakes. If the remaining HMA holds up, then we will place as Pavement Leveling/Top – LVSP, also with grade stakes.

Question 29: Does the machine grading quantity include all roadway & turf establishment areas and excludes areas for sidewalks, ramps and driveways?

Answer 29: Correct, those other items will be covered by HMA Surface Remove, Sidewalk Grading, and Sidewalk Ramp Grading.

Question 30: Item #213 – HMA Surface Remove includes removal of the HMA driveways only, correct? HMA surface removal and cold milling for the roadway between Sta 4+28 to 30+26 is incidental to the Machine Grading item, correct?

Answer 30: Correct, except HMA Surface Remove is also used at Barton/Starwick Intersection, see attached revised Sheet 26.

Question 31: Can Phase III (work at Barton Dr & Starwick Dr) be done concurrently with Phases I, II & V?

Answer 31: Yes. Please submit an alternate staging schedule for Engineer review and approval.

Question 32: Regarding the Detailed Specification for In-Situ Soils and Removal and Disposal of Contaminated Soils.

- It shows to Contract Items (Non-Hazardous Contaminated Soil Handling and Disposal (LM) and Hazardous Contaminated Soil Handling and Disposal (LM)), but the bid form does not include these. Please clarify whether these will be added to the bid form.
- It is difficult to estimate exactly how much contaminated (hazardous & non-hazardous material) will be encountered onsite. Thus, it is difficult to determine how much needs to be tested and how much will need special disposal other than a typical soil dump site. Also it is difficult on this type of project to stockpile the suspected contaminated soil until it is tested and approved for disposal at a landfill (given the amount of staging onsite). Is the owner paying for the testing costs of the material suspected to be contaminated? Is the owner paying for the disposal costs (tipping fees) for disposal of the contaminated material at the landfill?

Answer 32: See answer to question #15 above. N/A to each bullet point.

Question 33: The “Detailed Specification for Soil Erosion Control” details that all devices are to be paid via the “General Conditions, Max \$30,000” pay item. Can these items be added to the schedule of pay items in lieu of being lumped into the General Conditions item? This is the fair way to pay for these devices, especially due to the nature of this project and its proximity to the river.

Answer 33: No. The amount included in “General Conditions, Max \$30,000” should cover silt fence and inlet filters needed on this project.

Question 34: The “Detailed Specification for Clean-Up and Restoration, Special, Max \$10,000” includes turn restoration items that are included in various other pay items. Please confirm that all site restoration will be paid via the following pay items and will not be included in “Clean-Up and Restoration”:

- a) 280 Fertilizer, Chemical Nutrient, CI A
- b) 281 Mulch Blanket, High Velocity
- c) 282 Seeding, Mixture THM
- d) 283 Topsoil Surface, Furn, 4 inch

Answer 34: “Clean-Up and Restoration” will be used to remove of all surplus materials from the site including; but not limited to; tools, dirt, rubbish, construction debris, and excess excavated material. This work shall also include the restoration of all existing lawn areas, road surfaces, culverts, drives, and sidewalks disturbed by the work. Items used for the above items will be paid separately. Also “Clean-Up and Restoration” will be used to ensure growth for grass until the following spring.

Question 35: Is removal of the mulch blanket netting required as part of the “Detailed Specification for Clean-Up and Restoration, Special, Max \$10,000”?



Answer 35: If you use biodegradable mulch and anchors, you can leave it in place. Otherwise, yes, the item Clean-Up and Restoration, Special, Max \$10,000” would cover the removal.

Question 36: I assume all of the existing water main will be abandoned in place (without grout), unless otherwise specified on the plans, correct?

Answer 36: Correct, with bulkheading (cut and cap) the ends.

Question 37: Are removal items (as may be necessary) to install Temporary Line Stops included in the Line Stop pay item, or will they be paid for via separate pay item(s)?

Answer 37: The removal items are included in that pay item, but aggregate base and Handpatching will be paid for repair.

Question 38: Please clarify if the quantity for “Sidewalk Grading” is correct. [24 STA]

Answer 38: Yes, the stationing of sidewalk grading was rounded up, up it includes the 15 Stations of 4-inch sidewalk, and the nearly 10 stations of 6-inch sidewalk through driveways and attached to sidewalk ramps, although some of that 10 stations might be paid as Sidewalk Ramp Grading (Each) instead.

Question 39: Will the City specification for 21AA Limestone (less than 8% loss by wash) be enforced on this project?

Answer 39: Yes. See SS-1.

Question 40: In light of the Executive Order issued by Governor Whitmer today [Monday, March 23, 2020], can you please let me know what impact this will have on the bid date of this project?

Answer 40: The Bid Opening has changed to April 7, 2020 at 10:00am. You can submit bids in the City Hall vestibule, and watch/listen to bid opening in the lobby – hopefully keeping 6 feet separation from other viewers.

Question 41: The following questions are in reference to the DS In-Situ Soils and Removal & Disposal of Contaminate Soils:

1. The second paragraph states that: “The City of Ann Arbor has completed testing on numerous projects and levels of these naturally-occurring, regulated, elemental metals that may be encountered within the City of Ann Arbor and have found that they generally correspond to concentrations presented in the 2005 State of Michigan Background Soil Survey approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) on October 4, 2019 for the Huron-Erie glacial Lobe.” As it relates to this statement;

a) Please provide a definition of the statement or define the limits of: “generally correspond to concentrations”.

b) Are any of the completed projects where analytical testing was performed near the project limits of this ITB?

c) Please provide the analytical results detailed in the statement for bidding purposes.

2. Was analytical testing performed for the soils within the ITB 4617 project limits?

a) If so, please provide the results.

b) If not, does the City intend on performing any testing prior to the bid date?

c) If not, does the City intend on testing the soil for “naturally-occurring, regulated, elemental metals” during the construction process?

3. Are all “naturally-occurring, regulated elemental metals” to be considered inclusive of this Detailed Specification (as detailed in the 2005 State of Michigan Background Soil Survey)?

4. If the “naturally-occurring, regulated, elemental metals” in the project soils are below the RCRA criteria for hazardous soils but are above 1.) Part 201 background criteria, 2.) Part 201 drinking water protection criteria, 3.) Ground water / surface water interface protection criteria, 4.) Direct contact protection criteria, or 5.) any combination of the four previous listed criterion

then these soils will not be considered "Contaminated" by the City of Ann Arbor (original Owner) and as a result the cost for disposal at a Type II landfill will not be paid, correct?

5. The Contractor is to assume ALL liability and responsibility for disposal of ANY soil that, by your definition in the Detailed Specification, is not considered "Contaminated", correct?

6. By issuance of this Detailed Specification, the City of Ann Arbor (original Owner) claims that soils containing "naturally-occurring, regulated, elemental metals" that fall below the RCRA criteria for hazardous soils do not require landfill disposal, but "The City of Ann Arbor suggests a disposal method that minimizes future human contact with the soil or the soil's contact with a water course or ground water sources, due to the possibility of elevated concentrations of naturally-occurring, regulated, elemental metals.", correct?

a. Can you please provide an example of a disposal method that would meet this standard (that does not include disposal at a Type II landfill)?

7. By issuance of this Detailed Specification, the City of Ann Arbor (original Owner) states that disposal of soils exceeding 1.) Part 201 background criteria, 2.) Part 201 drinking water protection criteria, 3.) Ground water / surface water interface protection criteria, 4.) Direct contact criteria, by Contract, is no longer the responsibility of the original Owner (City of Ann Arbor), but the new Contractual Owner (Contractor), correct?

8. By issuance of this Detailed Specification, the City of Ann Arbor is contractually abrogating the responsibility for off-site disposal of potentially contaminated soils and the corresponding disposal costs which may result in an unauthorized, illegal landfilling operation, correct?

Answer 41: See answer to question #15. All answers are N/A.

Question 42: Will Addendum #1 be issued soon for the Barton Drive WM project? Also, in light of everything that has happened with the state's executive order and City Hall currently closed, will the bid date be extended?

Answer 42: The addendum is now issued. See answer to #40 above for bid opening instructions.

Question 43: A question was asked regarding adjustments to the schedule and if dates would be revised to reflect any changes in the end and/or start of the school year due to current events.

Answer 43: Yes, once any school schedule changes are made, we may have to adjust.

Question 44: Will Michcon be doing any work on gas main renewals prior to the start of the project?

Answer 44: No. That has been confirmed. DTE will be relocating poles.

Question 45: The sanitary sewer video inspection logs were requested to be provided.

Answer 45: Only a small section has been televised. City crews will televise both the sanitary & storm sewers in this area (i.e. Barton from M14 to Pontiac Trail). They will coordinate any needed repairs in advance of our work.

Question 46: Colter wheel or saw cuts required for pavement joints?

Answer 46: The DS-HMA Paving states Prior to placing the adjacent paving pass on the leveling and wearing courses of HMA, the Contractor shall cut and remove 6" to 8" of the previously placed pavement at the free edge of the pavement by means of a coultter wheel. The Engineer reserves the right to reject any method(s) for cutting the pavement that does not provide a vertical and satisfactory edge, free of tearing, bending, or other deformations, as determined by the Engineer. Any method(s) employed by the Contractor shall be completely effective. The cut edge shall have a uniform bead of pavement joint adhesive applied to the full-height of the joint.

The removal of this HMA material and resulting edge must be approved by the Engineer prior to proceeding with the placement of the succeeding pass of HMA.

Question 47: How is HMA paid in area of service lead trenches? What is timing of paving? Temporary patching required?

Answer 47: Trench maintenance is covered in General Conditions, Max \$30,000. 4 inches of maintenance gravel or HMA, Contractor's choice will be placed over the 8 inches aggregate base. See Question 8 above,

Question 48: Site is mostly sand; consider just adding underdrain to within +/-10-feet of inlets?

Answer 48: This can be decided in the field during construction.

Question 49: Cleanup and restoration is in specs, but pay items are included to pay for restoration separately. Why is cleanup and restoration included as well?

Answer 49: "Clean-Up and Restoration" will be used to remove of all surplus materials from the site including; but not limited to; tools, dirt, rubbish, construction debris, and excess excavated material. This work shall also include the restoration of all existing lawn areas, road surfaces, culverts, drives, and sidewalks disturbed by the work. Items used for the above items will be paid separately. Also "Clean-Up and Restoration" will be used to ensure growth for grass until the following spring. See Question 34 above.

Question 50: Are there any landscape maintenance requirements?

Answer 50: Aside from turf restoration, no. However, there is a pay item for restoring underground sprinkler systems if you damage any. (#285)

Bidders are responsible for any conclusions that they may draw from the information contained in the Addendum.

# CONTRACT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104

("City") and \_\_\_\_\_ ("Contractor")

\_\_\_\_\_  
(An individual/partnership/corporation, include state of incorporation)

\_\_\_\_\_  
(Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

## ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled [Insert Title of Bid and Bid Number] in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Non-discrimination and Living Wage  
Declaration of Compliance Forms (if  
applicable)  
Vendor Conflict of Interest Form  
Prevailing Wage Declaration of  
Compliance Form (if applicable)  
Bid Forms  
Contract and Exhibits  
Bonds

General Conditions  
Standard Specifications  
Detailed Specifications  
Plans  
Addenda

## ARTICLE II - Definitions

Administering Service Area/Unit means **Engineering Unit, Public Services**

Project means **ITB 4617 Barton Drive Water Main Replacement and Resurfacing Project**

## ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within **one-hundred forty-two (142)** consecutive calendar days.

- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to **\$400.00** for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

**ARTICLE IV - The Contract Sum**

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Form for the estimated bid total of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

**ARTICLE V - Assignment**

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by the City.

**ARTICLE VI - Choice of Law**

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the Contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the Contract.

## **ARTICLE VII - Relationship of the Parties**

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

## **ARTICLE VIII - Notice**

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

## **ARTICLE IX - Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this Contract, by the Contractor or anyone acting on the Contractor's behalf under this Contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. The provisions of this Article shall survive the expiration or earlier termination of this contract for any reason.

## **ARTICLE X - Entire Agreement**

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

**ARTICLE XI – ELECTRONIC TRANSACTIONS**

The City and Contractor agree that signatures on this Contract may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Contract. This Contract may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

**FOR CONTRACTOR**

By \_\_\_\_\_

Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Tom Crawford  
Interim City Administrator

By \_\_\_\_\_  
Craig Hupy  
Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**PERFORMANCE BOND**

- (1) \_\_\_\_\_ of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated \_\_\_\_\_, 202\_, for: \_\_\_\_\_ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.
- (6) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
(Name of Surety Company)  
By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Name and address of agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## LABOR AND MATERIAL BOND

- (1) \_\_\_\_\_  
of \_\_\_\_\_(referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated \_\_\_\_\_, 202\_, for \_\_\_\_\_; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

\_\_\_\_\_  
(Name of Surety Company)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

Name and address of agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID FORM**

**Company**

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**Project: Barton Drive Water Main Replacement and Resurfacing Project**

**File # 2019-005    Bid # 4617**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
130	Protective Fencing	FT	1000	\$ _____	\$ _____
140	Exploratory Excavation (0-10' deep)	EA	4	\$ _____	\$ _____
201	Project Supervision, Max \$15,000.00	LS	1	\$ _____	\$ _____
202	General Conditions, Max. \$30,000.00	LS	1	\$ _____	\$ _____
203	Digital Audio Visual Coverage	LS	1	\$ _____	\$ _____
204	Minor Traffic Devices, Max \$20,000.00	LS	1	\$ _____	\$ _____
205	Clean-Up & Restoration, Special, Max \$10,000	LS	1	\$ _____	\$ _____
206	"No Parking" Signs	EA	40	\$ _____	\$ _____
207	Stump Removal, 8" or Larger, Modified	EA	5	\$ _____	\$ _____
208	Tree Trimming	EA	1	\$ _____	\$ _____
210	Remove Concrete Curb or Curb and Gutter - Any Type	FT	2750	\$ _____	\$ _____
211	Remove Concrete Sidewalk and Drive - Any Thickness	SFT	5200	\$ _____	\$ _____
212	Cold Milling HMA Surface	SYD	2250	\$ _____	\$ _____
213	HMA Surface Remove	SFT	4300	\$ _____	\$ _____
214	Sidewalk Grading	STA	24	\$ _____	\$ _____
215	Sidewalk Ramp Grading	EA	19	\$ _____	\$ _____
216	Sewer, Any Size or Depth, Remove	FT	380	\$ _____	\$ _____
217	Drainage Structure, Any Size or Depth, Remove	EA	22	\$ _____	\$ _____
218	Additional Depth Structure Adjust/Repair	FT	2	\$ _____	\$ _____
219	Guardrail, Rem	FT	530	\$ _____	\$ _____
220	Remove Sanitary Sewer Lead	FT	20	\$ _____	\$ _____
221	Water Main Pipe Abandonment, Modified	LS	1	\$ _____	\$ _____
222	Fire Hydrant Assembly Abandonment	EA	1	\$ _____	\$ _____
223	Temporary Water Main Line Stop, Additional Rental Day	EA	4	\$ _____	\$ _____
224	Temporary Water Main Line Stop, Less than 8 inch	EA	2	\$ _____	\$ _____
225	Temporary 8 inch or 12 inch Water Main Line Stop	EA	2	\$ _____	\$ _____

TOTAL THIS PAGE (BF-1) \$ \_\_\_\_\_  
 (Also to be entered on Page BF-4)

230	Machine Grading, Modified	SYD	22400	\$ _____	\$ _____
231	Subgrade Undercutting - Type II	CYD	750	\$ _____	\$ _____
232	Sand Subbase Course, Class II - C.I.P.	CYD	1400	\$ _____	\$ _____
233	21AA Limestone, C.I.P.	CYD	100	\$ _____	\$ _____
234	Aggregate Base Course, 21AA - C.I.P.	TON	2600	\$ _____	\$ _____
237	HMA Pavement Leveling/Top – LVSP	TON	2600	\$ _____	\$ _____
238	HMA Approach	TON	30	\$ _____	\$ _____
239	Handpatching	TON	45	\$ _____	\$ _____
240	Concrete Curb or Curb and Gutter - All Types	FT	1850	\$ _____	\$ _____
241	Concrete Curb or Curb and Gutter - All Types (High Early)	FT	400	\$ _____	\$ _____
242	4 Inch Concrete Sidewalk	SFT	7700	\$ _____	\$ _____
243	6 Inch Concrete Sidewalk or Sidewalk Ramp	SFT	1600	\$ _____	\$ _____
244	6 Inch Concrete Drive - High Early	SFT	3100	\$ _____	\$ _____
245	Detectable Warning, Cast In Place	SFT	200	\$ _____	\$ _____
246	Integral Sidewalk Retaining Wall, under 6 inch	SFT	20	\$ _____	\$ _____
247	Integral Sidewalk Retaining Wall, 6 inch to 18 inch	SFT	70	\$ _____	\$ _____
248	Integral Sidewalk Retaining Wall, 19 inch to 36 inch	SFT	20	\$ _____	\$ _____
250	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	FT	710	\$ _____	\$ _____
251	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	FT	50	\$ _____	\$ _____
252	Pavt Mrkg, Ovly Cold Plastic, Direction Arrow Sym, Bike	EA	3	\$ _____	\$ _____
253	Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym	EA	3	\$ _____	\$ _____
254	Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	EA	4	\$ _____	\$ _____
255	Pavt Mrkg, Polyurea, 4 inch, White	FT	1500	\$ _____	\$ _____
256	Pavt Mrkg, Polyurea, 4 inch, Yellow	FT	6050	\$ _____	\$ _____
257	Pavt Mrkg, Polyurea, 6 inch, White	FT	2400	\$ _____	\$ _____
258	Recessing Pavt Mrkg, Longit	FT	9950	\$ _____	\$ _____
260	Pavt Mrg Cover, Type R, Black	FT	1725	\$ _____	\$ _____
261	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	FT	500	\$ _____	\$ _____
262	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	FT	1100	\$ _____	\$ _____
263	Pavt Mrkg, Wet Reflective, Type R, Tape, 6 inch Crosswalk	FT	50	\$ _____	\$ _____
264	Pavt Mrkg, Wet Reflective, Type R, Tape, 24 inch Stop Bar	FT	11	\$ _____	\$ _____
265	Temporary Curb for Bump-out	FT	50	\$ _____	\$ _____

TOTAL THIS PAGE (BF-2) \$ \_\_\_\_\_  
(Also to be entered on page BF-4)

266	Sign, Portable Changeable Message, Furnish and Operate	EA	4	\$ _____	\$ _____
267	Plastic Drum - Lighted, Furnish and Operate	EA	270	\$ _____	\$ _____
268	Barricade Type III - Lighted, Furnish and Operate	EA	35	\$ _____	\$ _____
269	Temporary Sign, Type B, Furnish and Operate	SFT	1000	\$ _____	\$ _____
270	Temporary Sign, Type B, Furnish and Operate, Special	SFT	132	\$ _____	\$ _____
271	Channelizing Device, 42 Inch, Furnish and Operate	EA	50	\$ _____	\$ _____
272	Pedestrian Type II Barricade, Temp	EA	32	\$ _____	\$ _____
273	Sign Cover	EA	10	\$ _____	\$ _____
274	Temporary Pedestrian Ramp	EA	2	\$ _____	\$ _____
275	Temporary Pedestrian Mat	EA	50	\$ _____	\$ _____
276	Audible Message Device	EA	4	\$ _____	\$ _____
280	Fertilizer, Chemical Nutrient, CI A	LBS	90	\$ _____	\$ _____
281	Mulch Blanket, High Velocity	SYD	2150	\$ _____	\$ _____
282	Seeding, Mixture THM	LBS	100	\$ _____	\$ _____
283	Topsoil Surface, Furn, 4 inch	SYD	2150	\$ _____	\$ _____
284	Fire Hydrant Assembly	EA	1	\$ _____	\$ _____
285	Underground Sprinkling Systems, Restore	DLR	3000	\$ _____	\$ _____
290	Certified Payroll Compliance and Reporting	LS	1	\$ _____	\$ _____
295	6-Inch Wrapped Underdrain	FT	2150	\$ _____	\$ _____
320	12" CL IV RCP Storm Sewer Pipe, Trench Detail I	FT	440	\$ _____	\$ _____
353	4 inch SDR 35 PVC Sanitary Lead, Trench Detail I	FT	10	\$ _____	\$ _____
354	6 inch SDR 35 PVC Sanitary Lead, Trench Detail I	FT	10	\$ _____	\$ _____
360	Type I Manhole, 60 inch Dia )-10' deep)	EA	1	\$ _____	\$ _____
366	Inlet-Junction Chamber	EA	3	\$ _____	\$ _____
367	Single Inlet	EA	20	\$ _____	\$ _____
400	6 inch Class 50 DIP w/polywrap, Trench Detail I	FT	21	\$ _____	\$ _____
401	8 inch Class 50 DIP w/polywrap, Trench Detail I	FT	1030	\$ _____	\$ _____
410	8" 11.25° Bend	EA	8	\$ _____	\$ _____
411	8" 22.5° Bend	EA	2	\$ _____	\$ _____
412	8" 45° Bend	EA	4	\$ _____	\$ _____
413	8" 90° Bend	EA	1	\$ _____	\$ _____
414	8" x 6" Reducer	EA	4	\$ _____	\$ _____

TOTAL THIS PAGE (BF-3)  
(Also to be entered on BF-4)

\$ \_\_\_\_\_

430	8" x 8" x 8" Tee	EA	4	\$ _____	\$ _____
431	8" x 8" x 8" x 8" Cross	EA	1	\$ _____	\$ _____
442	8" Gate Valve-in-Box	EA	1	\$ _____	\$ _____
446	6" Gate Valve-in Well	EA	1	\$ _____	\$ _____
447	8" Gate Valve-in Well	EA	3	\$ _____	\$ _____
460	Excavate & Backfill for Water Service Tap and Lead	FT	235	\$ _____	\$ _____
563	Structure Covers	LBS	2400	\$ _____	\$ _____
566	Adjust Structure Cover	EA	21	\$ _____	\$ _____
567	Adjust Monument Box or Gate Valve Box	EA	8	\$ _____	\$ _____
800	Celtic occidentalis, (Hackberry), 2 inch	EA	1	\$ _____	\$ _____
801	Syringa Volgaris (Lilac Bush)	EA	2	\$ _____	\$ _____
802	Acer rubrum, (Red Maple), 2 inch	EA	1	\$ _____	\$ _____
TOTAL THIS PAGE (BF-4)				\$ _____	
TOTAL FROM PAGE BF-1				\$ _____	
TOTAL FROM PAGE BF-2				\$ _____	
TOTAL FROM PAGE BF-3				\$ _____	
<b>TOTAL BASE BID</b>				\$ _____	

## **DETAILED SPECIFICATION FOR PROJECT SCHEDULE**

Examination of Plans, Specifications, and Work Site: Bidders shall carefully examine the Bid Form, plans, specifications and the work site until the Bidder is satisfied as to all local conditions affecting the contract and the detailed requirements of construction. The submission of the bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and all requirements of the contract.

The entire work under this Contract shall be completed in accordance with, and subject to, the scheduling requirements as outlined below, and all other requirements of the Contract Documents.

1. By no later than **May 8, 2020** the Contractor shall submit a detailed schedule of work for the Engineer's review and approval. The proposed schedule must fully comply with the scheduling requirements contained in this Detailed Specification. The Contractor shall update the approved work schedule each week and present it to the Engineer at the weekly progress meeting.
2. The Contractor will receive two (2) copies of the Contract, for his/her execution, on or before **April 9, 2020**. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance Certificate, to the City by **April 15, 2020**.
3. Contractor may begin construction on or before **June 12, 2020**, and only after receiving the copy of executed contract documents and the Notice to Proceed from the City. Appropriate time extensions shall be granted if the Notice to Proceed is delayed due to the circumstances controlled by the City.
4. By **October 31, 2020**, or within **one-hundred forty-two (142)** calendar days from the date of Notice to Proceed, the Contractor must install the new water main; all of the required service leads to the water main and complete all the remaining work under this Contract for **Barton Drive Water Main Replacement and Resurfacing Project** including, but not limited to installation of the storm water structures, the installation of new sidewalk and sidewalk ramps, the restoration of all disturbed areas, permanent placement of hot mix asphalt and/or concrete, and the removal of any and all traffic control devices. Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$400.00** in "Liquidated Damages", and not as a penalty, for each and every calendar day beyond the allowed number of calendar days to complete the above specified work. In addition, failure to complete all work described in any Milestone or Phase of construction will also entitle the City to deduct from the payments due the Contractor, **\$400.00** in "Liquidated Damages", and not as a penalty, for each and every calendar day beyond the specified date for the specified work.
5. **Work day, hour, and other work restrictions imposed by the City of Ann Arbor.**  
The work hours described may be modified or changed by the Engineer due to Holidays, Special Events, or Traffic Volumes.

Contractors operations shall be limited by local municipality work time, noise, and dust ordinance unless approved by the local municipality and the Engineer in writing, as shown below:

- Monday – Friday: 7am-8pm
- Saturday: 7am-8pm; Notice given to City of Ann Arbor no less than 48 hours

and no more than 5 days.

- Sunday: only with approval from the City of Ann Arbor
- No work may be done on Holidays

No work, unless approved by the Engineer, shall be performed during:

- Fourth of July
  - 3: 00 pm Friday July 3, 2020 - 7:00 am Monday July 6, 2020
- Labor Day
  - 7:00 am Saturday September 5, 2020 – 7:00 am Tuesday, September 8, 2020

## MILESTONES

### 1. MILESTONE 1: CONSTRUCTION PART ONE

The work of this Milestone is separated into four phases. The construction sequence for this project shall be as follows:

**Phase I** shall consist of the installation of the Detour and Local Traffic Control outlined for Phase I, cold-milling HMA pavement from EB M14 ramps to Pontiac Trail, water main installation in the south side of Barton Drive from Longshore Drive to Pontiac Trail, water service leads transferred (road plates and traffic regulators will be necessary for water service leads to north side properties), storm structures and sewer installed, and any necessary grading and concrete work for new sidewalks, sidewalk ramps, and existing driveways on the south side of Barton Drive between Longshore Drive and Pontiac Trail.

By **July 25, 2020** the Contractor must complete all work on Phase I of Barton Drive Water Main Replacement and Resurfacing Project including, but not limited to: install, swab, chlorinate, pressure test, and flush the new water main pipe on Barton Drive. Successfully complete of all required bacteriological testing and place the new water main into service.

**Phase IA** shall consist of the installation of the Local Traffic Control outlined for Phase IA, water main installation and tie-in to Pontiac Trail water main in Pontiac Trail, storm structures and sewer installed, and any necessary grading and concrete work for new sidewalks and sidewalk ramps on the south side of Barton Drive at Pontiac Trail.

By **August 5, 2020** the Contractor must complete all work on Phase IA of Barton Drive Water Main Replacement and Resurfacing Project including, but not limited to: install, swab, chlorinate, pressure test, and flush the new water main pipe on Pontiac Trail. Successfully complete of all required bacteriological testing and place the new water main into service and abandon the existing water main.

**Phase II** shall consist of the installation of the Local Traffic Control outlined for Phase II, installation of storm structures and sewer, any necessary grading and concrete work for new sidewalks and sidewalk ramps on the south side of Barton Drive between eastbound M14 ramp and Longshore Drive.

By **August 15, 2020** the Contractor must complete all work on Phase II of Barton Drive Water Main Replacement and Resurfacing Project.

**Phase III** shall consist of the installation of the Local Traffic Control outlined for Phase III, installation of storm structures and sewer, and any necessary grading and concrete work



for replacement driveways, new curbs, sidewalks and sidewalk ramps at the intersection of Barton Drive and Starwick Drive. This work will be done under flag control during working hours and open to two way – two lane traffic outside of working hours.

By **September 5, 2020** the Contractor must complete all work on Phase III of Barton Drive Water Main Replacement and Resurfacing Project, including but not limited to, restoring all pavement, striping all necessary pavement markings, the removal of all temporary traffic control specific to Phase III, and open to traffic.

**Phase IV** shall consist of the installation of the Local Traffic Control outlined for Phase IV, installation of storm structures and sewer, and any necessary grading for new shoulders and concrete work for replacement driveways, new curbs, sidewalks and sidewalk ramps, paving the roadway and asphalt driveways on the north side of Barton Drive between M14 overpass and Pontiac Trail. All pavement markings between eastbound M14 on ramp and Pontiac Trail need to be installed, the detour and local traffic control removed, and the road **open to traffic** within Phase IV.

By **September 26, 2020** the Contractor must complete all work on Phase IV of Barton Drive Water Main Replacement and Resurfacing Project.

## **2. MILESTONE 2: CONSTRUCTION PART TWO AND OPEN TO TRAFFIC**

The work of this Milestone has one phase. The construction sequence for this Phase V shall be as follows:

**Phase V** shall consist of the installation of the Local Traffic Control outlined for Phase V, cold milling HMA surface, paving the roadway, and installing pavement markings on Barton Drive between the City Limits (westbound M14 ramp) and the eastbound M14 ramp. This work will be done under flag control during working hours and open to two way – two lane traffic outside of working hours.

By **October 10, 2020** the Contractor must complete all work on Phase V of Barton Drive Water Main Replacement and Resurfacing Project, including but not limited to, removal of Phase V traffic control devices and **open to traffic**.

## **3. MILESTONE 3: FINAL ACCEPTANCE AND PROJECT COMPLETION**

Final Acceptance and restoration shall be completed on or before **October 31, 2020**.

The Contractor may propose to adjust the limits or sequencing of construction in order to complete the work more efficiently. Changes to the recommended construction sequence must be approved in writing by the Engineer prior to construction and must assure all required coordination with other projects and time lines.

The City will not allow any shut down of existing water mains without prior written approval of construction methods and timing of shut down, by the City of Ann Arbor and the Engineer. All water main valves are to be operated by City of Ann Arbor personnel.

Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel and equipment, and work throughout all authorized hours in order to complete the project by the final completion date. Costs for the Contractor to organize, coordinate, and schedule all of the work of the project, will not be paid for separately, but shall be included in the bid price of the Contract Item

“General Conditions, Max \$30,000.”

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$400.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the completion date for each sub-phase, as detailed in the phasing above.

Liquidated Damages will be assessed until the required work is completed in the current construction season. If, with the Engineer’s approval, work is extended beyond seasonal limitations, the assessment of Liquidated Damages will be discontinued until the work is resumed in the following construction season.

**DETAILED SPECIFICATION FOR  
ITEM #210 - REMOVE CONCRETE CURB OR CURB & GUTTER - ANY TYPE  
ITEM #211 - REMOVE CONCRETE SIDEWALK AND DRIVE - ANY  
THICKNESS**

**DESCRIPTION**

This work shall consist of removing concrete curb, gutter, curb and gutter, integral curb, sidewalk, sidewalk ramps, drive openings, and drives as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with Section 204 of the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein, and as directed by the Engineer.

**CONSTRUCTION METHOD**

**The Contractor shall remove concrete curb, gutter, curb & gutter, integral curb, sidewalk, sidewalk ramps, drive openings, and drives, all regardless of the type and thickness, and all as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer.**

Prior to the start of removals, the Engineer and Contractor together shall field measure all removals.

The Contractor shall perform full-depth saw cutting at removal limits, including those necessary to construct 2-foot wide City of Ann Arbor Type M drive openings, and including those necessary to provide for the partial removal of existing drive approaches as shown on the Plans, as directed by the Engineer, and as marked for removal. The Contractor shall cut steel reinforcement bars as directed by the Engineer at all areas of removal.

The Contractor shall remove, salvage, deliver to W. R. Wheeler Service Center (4251 Stone School Road, Ann Arbor, MI 48108), and neatly stack/stockpile all bricks, if present, as directed by the Engineer.

The Contractor shall excavate, cut, remove stumps, remove brush, grade, and trim as needed and as directed, and shall import, furnish, fill, place, grade, and compact granular material as needed to: construct new concrete items; to repair or replace existing concrete items; to relocate existing concrete items to their new specified/directed elevations/locations, including all necessary grading at elevation changes of curb and gutter, sidewalks and ramps; and at locations where existing concrete items are to be removed and turf is to be established in its place.

**The Contractor shall coordinate with the Urban Forestry and Natural Resources Planning Coordinator prior to the removal of any tree roots 2 inches or larger in size.**

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

The Contractor shall re-shape, re-grade, and re-compact the existing roadbed materials to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Engineer. The Contractor shall use blade graders, maintainers, vibratory rollers, and/or other equipment as necessary, and as directed by the Engineer. The use of each specific piece of equipment is subject to the approval of the Engineer.

The Engineer may direct aggregate base materials to be either removed from or added to the job-site, to properly complete the work. Where the Engineer directs the addition of such materials, they shall be paid for as either the Item of Work: "21AA Limestone - C.I.P.", "Aggregate Base Course, 21AA - C.I.P." or "Sand Subbase Course, CL II - C.I.P.". Where the Engineer directs such materials to be removed, they will not be paid for separately, but shall be included in the appropriate concrete removal item.

Where existing concrete curb & gutter is to be replaced on a street with a concrete (or brick) base, the Engineer may direct the Contractor to remove a 1-to-2-foot wide, full-depth section of pavement and

pavement base from immediately in front of the curb & gutter. As part of this pavement/base removal, the Contractor shall perform additional (double) full-depth saw-cutting along the entire removal limits, and shall take sufficient care so as not to damage and/or disturb any adjacent pavement, pavement base, and/or any other site feature, all as directed by the Engineer. The removals shall be to a sufficient width and depth to allow for the placement and removal of the curb & gutter formwork. After the removal of the formwork, the Contractor shall replace the concrete base to its original thickness and elevation(s).

Excavated/removal areas shall be adequately protected with barricades or fencing at all times.

Removed or excavated materials which are not incorporated into the work shall become the property of the Contractor and shall be immediately removed and properly disposed of off-site. Removed or excavated materials may not be stockpiled overnight on, or adjacent to, the site.

Subbase or subgrade removed without authorization by the Engineer shall be replaced and compacted by the Contractor at the Contractor's expense, with materials specified by the Engineer.

The Contractor shall restore all disturbed areas to better than or equal to their original condition. This includes the placement and compaction of 4 inches of topsoil, followed by placement of grass seed, followed by the placement fertilizer and mulch blanket at all turf restoration locations, and at locations where concrete items are removed and turf is to be established. All restoration work and materials shall be in accordance with the Detailed Specifications "Clean-up & Restoration, Special", "Fertilizer, Chemical Nutrient, Cl A", "Mulch Blanket, High Velocity", "Seeding Mixture THM", and "Topsoil Surface, Furn, 4 inch."

## **MEASUREMENT AND PAYMENT**

Sidewalk ramp removal shall be measured and paid for as "Remove Concrete Sidewalk and Drive - Any Thickness".

Payment for saw cutting to create or modify Type M openings, and to allow for the partial removal of existing drives shall be included in the price of the item of work, "Remove Concrete Sidewalk & Drive - Any Thickness", and will not be paid for separately.

All saw-cutting required for removals shall be included in the appropriate item of work, and will not be paid for separately.

Restoration work, including backfilling, compacting, HMA patching adjacent to concrete items, topsoiling and seeding will not be paid for separately, but shall be included in the appropriate associated items of work.

Concrete removal items shall be field measured and paid for at the Contract Unit Prices for their respective Contract (Pay) Items as follows:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Remove Concrete Curb or Curb and Gutter - Any Type	Foot
Remove Concrete Sidewalk and Drive - Any Thickness	Square Feet

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

## **DETAILED SPECIFICATION FOR ITEM #213 – HMA SURFACE REMOVE**

### **DESCRIPTION**

This work shall consist of removing asphalt drive openings and drives as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with Section 501 of the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein, and as directed by the Engineer.

### **CONSTRUCTION METHOD**

**The Contractor shall remove asphalt drive openings and drives, all regardless of the thickness, and all as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer.**

Prior to the start of removals, the Engineer and Contractor together shall field measure all removals.

The Contractor shall perform full-depth saw cutting at removal limits, as shown on the Plans, as directed by the Engineer, and as marked for removal.

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

The Contractor shall re-shape, re-grade, and re-compact the existing driveway base materials to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Engineer. The Contractor shall use blade graders, maintainers, vibratory rollers, and/or other equipment as necessary, and as directed by the Engineer. The use of each specific piece of equipment is subject to the approval of the Engineer.

The Engineer may direct aggregate base materials to be either removed from or added to the job-site, to properly complete the work. Where the Engineer directs the addition of such materials, they shall be paid for as either the Item of Work: "21AA Limestone - C.I.P.", "Aggregate Base Course, 21AA - C.I.P." or "Sand Subbase Course, CL II - C.I.P.". Where the Engineer directs such materials to be removed, it will be paid with "Subgrade Undercutting = Type II."

Excavated/removal areas shall be adequately protected with barricades or fencing at all times.

Removed or excavated materials which are not incorporated into the work shall become the property of the Contractor and shall be immediately removed and properly disposed of off-site. Removed or excavated materials may not be stockpiled overnight on, or adjacent to, the site.

Subbase or subgrade removed without authorization by the Engineer shall be replaced and compacted by the Contractor at the Contractor's expense, with materials specified by the Engineer.

The Contractor shall restore all disturbed areas to better than or equal to their original condition. This includes the placement and compaction of 4 inches of topsoil, followed by placement of grass seed, followed by the placement fertilizer and mulch blanket at all turf restoration locations. All restoration work and materials shall be in accordance with the Detailed Specifications "Clean-up & Restoration, Special", "Fertilizer, Chemical Nutrient, Cl A", "Mulch Blanket, High Velocity", "Seeding Mixture THM", and "Topsoil Surface, Furn, 4 inch."

**MEASUREMENT AND PAYMENT**

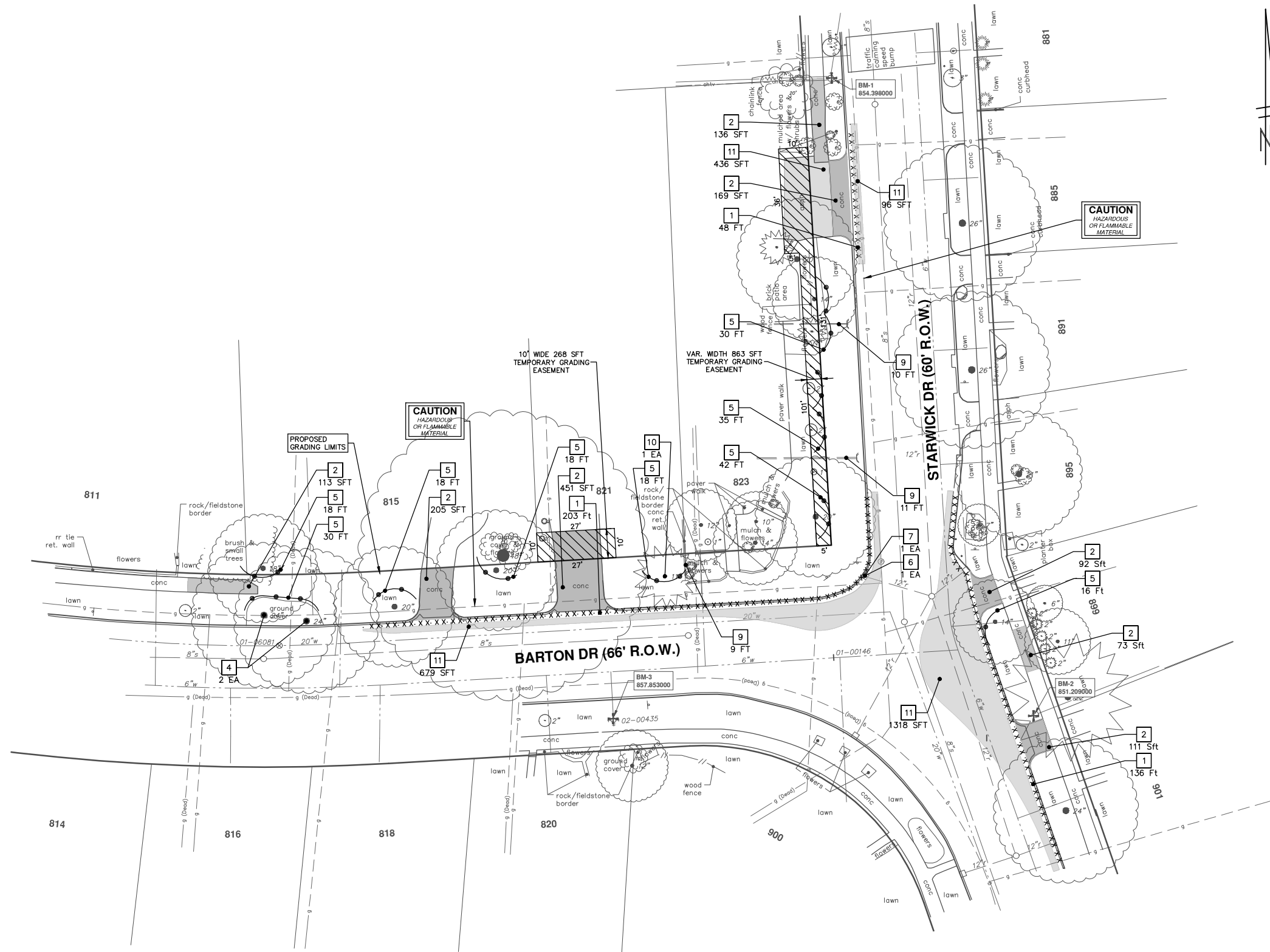
All saw-cutting to establish a neat line required for removals shall be included in the appropriate item of work, and will not be paid for separately.

Restoration work, including backfilling, compacting, topsoiling and seeding will not be paid for separately, but shall be included in the appropriate associated items of work.

HMA Surface Remove items shall be field measured and paid for at the Contract Unit Prices for their respective Contract (Pay) Items as follows:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
HMA Surface Remove	Square Feet

The unit prices for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification and disposal of the HMA material.



REMOVAL KEY	
KEY	DESCRIPTION
1	REMOVE CONCRETE CURB OR CURB AND GUTTER, - ANY TYPE
2	REMOVE CONCRETE SIDEWALK AND DRIVE - ANY THICKNESS
3	COLD MILLING HMA SURFACE
4	STUMP REMOVAL, 8" OR LARGER, MODIFIED
5	PROTECTIVE FENCING
6	INLET FILTER
7	DR STRUCTURE, REM
8	GUARDRAIL, REM
9	SEWER, REM, LESS THAN 24 INCH
10	TRIMMING TREE
11	HMA SURFACE REMOVE
12	MACHINE GRADING, MODIFIED

\* SAWCUT FULL DEPTH AT REMOVAL LIMITS

NOTE: THE CONTRACTOR SHALL NEATLY PRUNE ALL TREE ROOTS ENCOUNTERED WHILE EXCAVATING FOR THE CONSTRUCTION OF THE PROPOSED SIDEWALK WITH CLEAN, SHARP TOOLS DESIGNED FOR THIS PURPOSE. TREE ROOTS SHALL BE NEATLY CUT AT A RIGHT ANGLE TO THE ROOT. DO NOT TEAR OR DAMAGE THE "BARK" ON ROOTS WHILE PRUNING. ALL PRUNING SHALL BE COMPLETED WITHIN THE SAME DAY THE ROOTS ARE EXPOSED.

THE CONTRACTOR SHALL SAVE AND PROTECT ALL TREES NOT DESIGNATED FOR REMOVAL.

ALL BITUMINOUS PAVEMENT AND CONCRETE CURB AND GUTTER SHALL BE SAW-CUT FULL DEPTH AT ITS REMOVAL LIMITS. THE CONTRACTOR SHALL PRESERVE A 2-FOOT LONG SEGMENT OF EXISTING REINFORCEMENT TO TIE THE NEW AND OLD POURS TOGETHER.

**CITY OF ANN ARBOR - PUBLIC SERVICES - ENGINEERING**

**BARTON DRIVE IMPROVEMENTS**

PROPOSED REMOVALS

BARTON DRIVE AT STARWICK DRIVE

SHEET No. **26 OF 61**

**811**  
Know what's below.  
Call Before you dig.

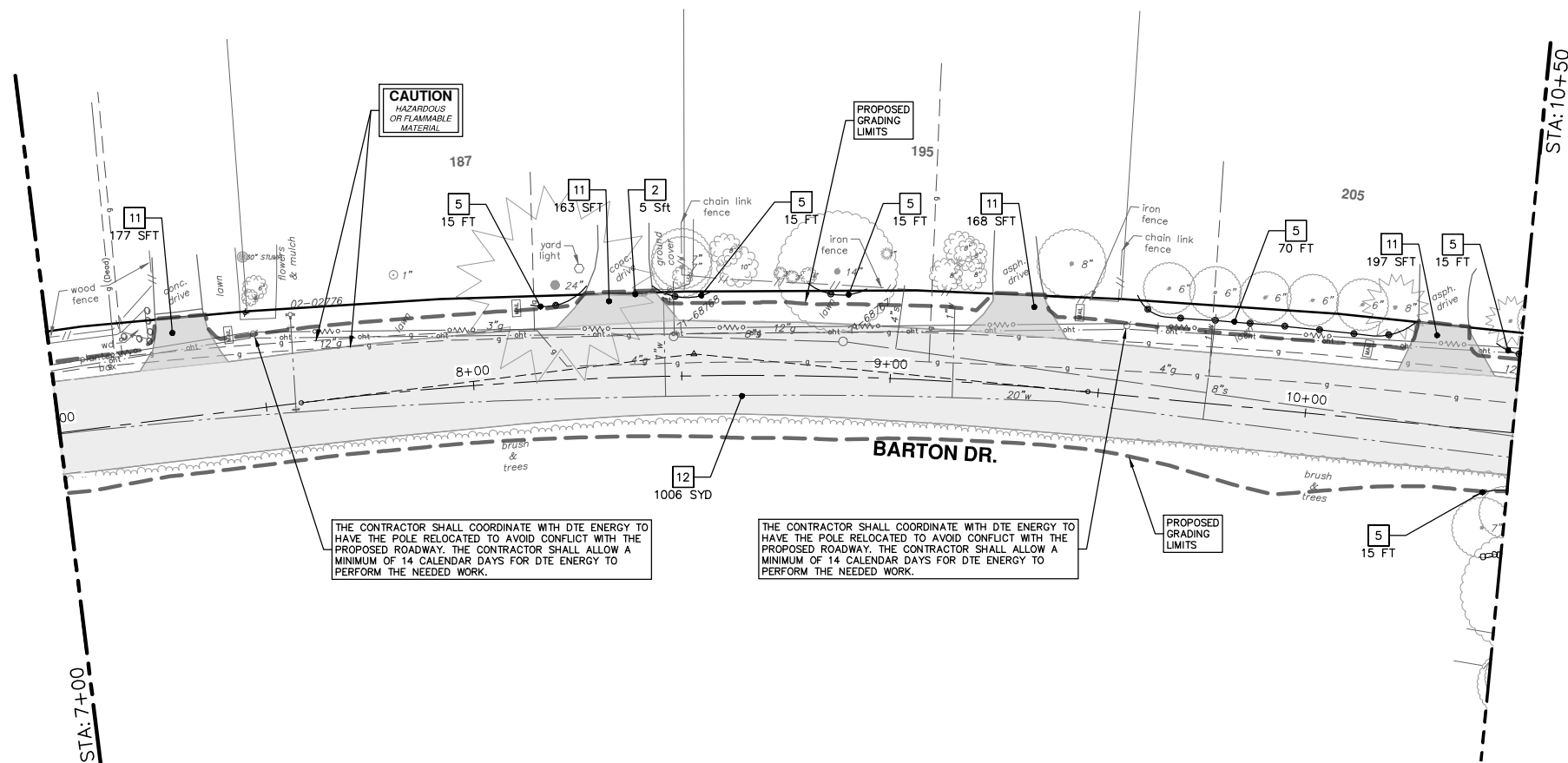
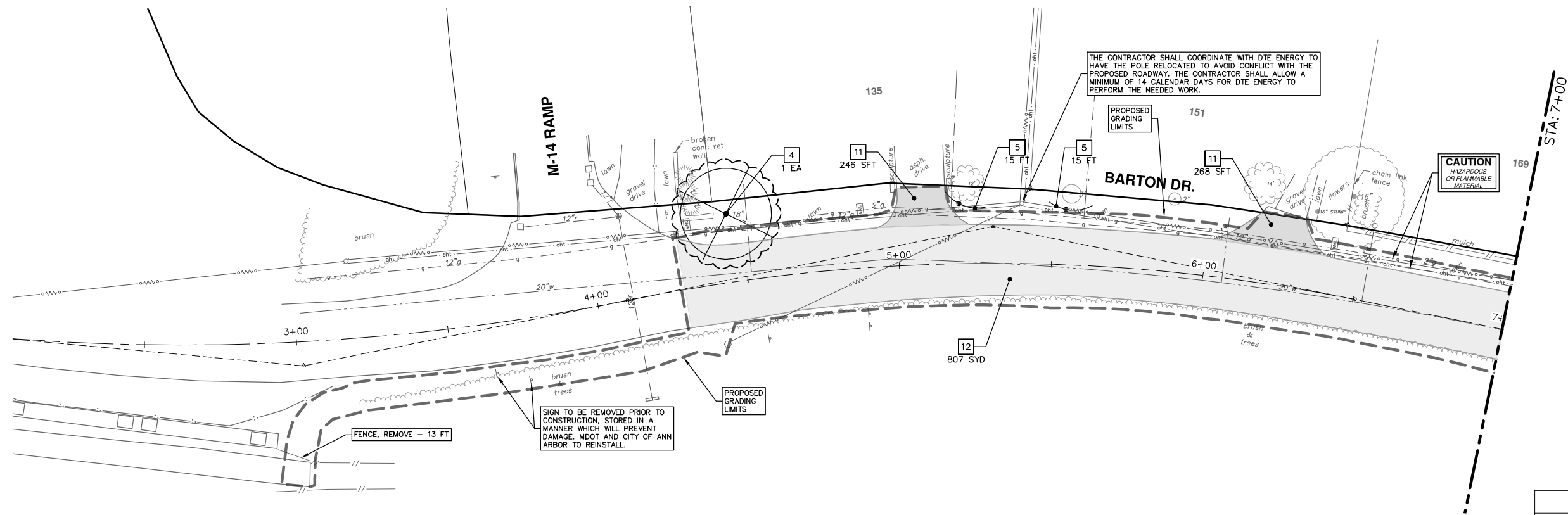
01	APPENDIX NO. 1	DATE	DESCRIPTION
00	OUT FOR BID	2-28-20	REV.
	DEC.DP/FAC		DRAWN
	DKA		CHECKED
	DKA		DATE
	3-26-20		DPF

CITY OF ANN ARBOR  
PUBLIC SERVICES  
301 EAST HURON STREET  
PO BOX 866  
ANN ARBOR MI 48106-0867  
www.a3gov.org

SCALE PLAN: 1" = 20'

DRAWING No. **2019005-26**

R:\2019027 Barton Dr.\Plan Production\2019027Rem.dwg Dwg Created: 25-Mar-20 -- \_o2 standard bw.stb -- Plot Date: 26-Mar-20



REMOVAL KEY	
KEY	DESCRIPTION
1	REMOVE CONCRETE CURB OR CURB AND GUTTER, - ANY TYPE
2	REMOVE CONCRETE SIDEWALK AND DRIVE - ANY THICKNESS
3	COLD MILLING HMA SURFACE
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5	PROTECTIVE FENCING
6	INLET FILTER
7	DR STRUCTURE, REM
8	GUARDRAIL, REM
9	SEWER, REM, LESS THAN 24 INCH
10	TRIMMING TREE
11	HMA SURFACE REMOVE
12	MACHINE GRADING, MODIFIED

\* SAWCUT FULL DEPTH AT REMOVAL LIMITS

**CITY OF ANN ARBOR - PUBLIC SERVICES - ENGINEERING**

**BARTON DRIVE IMPROVEMENTS**

PROPOSED REMOVALS

STA. 3+50 - STA. 10+50

SCALE PLAN: 1" = 20'

DRAWING No. 2019005-27

SHEET No. 27 OF 61

**811**  
Know what's below. Call before you dig.

CITY OF ANN ARBOR  
PUBLIC SERVICES  
301 EAST HURON STREET  
ANN ARBOR, MI 48106-8667  
734-794-4410  
www.a3gov.org

ANN ARBOR MICHIGAN

REV.	DATE	DESCRIPTION	DRAWN	CHECKED
01	3-26-20	ADDENDUM NO. 1	DPF	JKA
00	2-28-20	OUT FOR BID	REC.DPFAE	JKA



**CITY OF ANN ARBOR**  
**LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees\_\_*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.91/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.51/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Phone/Email address

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2020 - ENDING APRIL 29, 2021**

**\$13.91** per hour

If the employer provides health care benefits\*

**\$15.51** per hour

If the employer does **NOT** provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

## **ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**

**Pre-Bid Meeting for the  
Barton Drive Water Main Replacement and Resurfacing Project**

**March 12, 2020 @ 10:00 a.m. in the Larcom Fourth Floor Conference Room, City Hall**

I. Introductions

II. Addendum Items

- a. Addendum #1 – will include the following:
  - i. Pre-Bid minutes, including Sign-in Sheet
  - ii. Updated Plan Sheets if necessary
  - iii. Updated Bid Form – Quantities if necessary
  - iv. Question and Answers
    - 1. Question Deadline is March 19, 2020 10:00am in writing to [jallen2@a2gov.org](mailto:jallen2@a2gov.org) and [cspencer@a2gov.org](mailto:cspencer@a2gov.org)
    - 2. Questions regarding DS In-Situ Soils have already been asked

III. General

- a. Project Overview
  - i. Barton Drive, Northside Ave to Pontiac Tr – 8 inch water main
  - ii. Geometric Changes to Intersections along Barton Drive
  - iii. Resurfacing
  - iv. New paved shoulder, M14 to Brede Pl
  - v. New Sidewalk dependent on City Council vote May 4, 2020
    - 1. If voted down, New sidewalk on the north side of Barton will be eliminated
    - 2. If New Sidewalks eliminated, the following Crosswalks will be eliminated
      - a. Crossing Barton at Longshore Dr.
      - b. Crossing Barton at Northside Ave.
      - c. Crossing Barton at Chandler Dr.
      - d. Crossing Starwick at Barton Dr.
- b. Standard Specifications and Detailed Specifications
  - i. Project Schedule
    - Starting Date – June 12<sup>th</sup> (When school lets out) – if insurance /contracts are all set. City Council Award date will be May 4, 2020
    - Barton/Starwick must be complete before school starts September 8, 2020
    - Open to Traffic Date - October 10, 2020
    - Completion Date – October 31, 2020 (142 days after commencement of work)
    - Hours of work: 7:00 a.m. to 8:00 p.m. Monday thru Saturday (Sundays with permission)
  - ii. Engineer's estimate - \$1,361,664.23
  - iii. General Conditions
    - 1. Street sweeping & dust control
    - 2. Maintenance gravel
    - 3. Maintaining drainage

- iv. Access to driveways - Contractor responsible for maintaining access to driveways during construction, and notifying residents when access will be unavailable (i.e. during water main installation, during paving, concrete work)

IV. Construction

a. Utility Construction

- i. Water Main – Installation and Testing
  - 1. HMA removal for trench / storm replacements
  - 2. Rest of road HMA removal prior to HMA placement
- ii. Sanitary leads when conflicts exist
- iii. Drainage Structure replacements
  - 1. Removals and Installations on Storm Plan Sheets (34-38)
- iv. Reminder that all new sanitary and storm sewers (including manholes) shall be cleaned and televised before final acceptance.
- v. Manhole covers shall be labeled with “CITY OF ANN ARBOR” and “WATER”, “STORM”, or “SANITARY” – see appendix.

b. Resurfacing the road and paving –

- i. M14 EB ramps to Pontiac Trail – 4 inch
- ii. M14 WB ramps to M14 EB ramps – 2 inch mill & fill

c. Sidewalk and ADA Ramps – ADA compliance MUST be achieved at all locations

d. Landscape Items and Restoration

- i. Topsoil and Seeding
- ii. Trees and shrubs

V. Other Items

- a. The 6” underdrains are intended to be installed where new curb and gutter is proposed, when an outlet basin is present.
- b. The sanitary sewers were all inspected in October 2017. Video is available upon request.
- c. Certified Payroll Compliance – using Davis Bacon Wage Decision pulled from site March 20, 2020 (for the March 31, 2020 Bid Opening). Submit payroll weekly, see form at back of ITB.

VI. Questions are due March 19, 2019 at 10:00am

Contact Information:

**Jane Allen**

**Project Manager**

**Phone: (734) 794-6410 ext. 43678**

**Fax: (734) 994-1744**

**E-mail: [jallen2@a2gov.org](mailto:jallen2@a2gov.org)**

**PRE-BID CONFERENCE SIGN-IN SHEET**

Barton Drive Water Main Replacement Bid# 4617 FILE #: 2019-005 DATE: March 12, 2020 10:00pm

PLEASE PRINT (All information needs to be filled in to receive meeting minutes)

NAME	REPRESENTING	MAILING ADDRESS	TELEPHONE	EMAIL
Brian Slizewski	City of Ann Arbor - Engineering	Address: 301 E Huron St	Direct: (734) 794-6410 x43607	bslizewski@a2gov.org
		City, State: Ann Arbor, MI Zip: 48107	Mobile: (734) 231-6376	
			Fax:	
Chris Carson	City of Ann Arbor - Engineering	Address 301 E Huron St	Direct: (734) 794-6410 x43636	ccarson@a2gov.org
		City, State Ann Arbor, MI Zip: 48107	Mobile: (517) 404-1151	
			Fax:	
Brendan Fons	Fonson Company Inc.	Address 7644 Whitmore Lake Rd	Direct: 810-231-5188	bfons@fonsoninc.com
		City, State Brighton, MI Zip: 48116	Mobile: 810-397-3065	
			Fax: 810-231-5404	
JOHN NIEMIEC	E.T. MACKENZIE COMPANY	Address 6400 Jackson	Direct: (734) 761.5050	jniemiec@mackenzireco.com
		City, State ANN ARBOR Zip: 48103	Mobile: (734) 216.0995	
			Fax: (734) 761.5325	
		Address	Direct:	
		City, State Zip:	Mobile:	
			Fax:	
		Address	Direct:	
		City, State Zip:	Mobile:	
			Fax:	
		Address	Direct:	
		City, State Zip:	Mobile:	
			Fax:	



**Pre-Bid Meeting for the  
Barton Drive Water Main Replacement and Resurfacing Project**

**March 12, 2020 @ 10:00 a.m. in the Larcom Fourth Floor Conference Room, City Hall**  
*Meeting Minutes Italicized*

I. Introductions –

*See attached sign in sheet*

II. Addendum Items

a. Addendum #1 – will include the following:

- i. Pre-Bid minutes, including Sign-in Sheet
- ii. Updated Plan Sheets if necessary
- iii. Updated Bid Form – Quantities if necessary
- iv. Question and Answers
  1. Question Deadline is March 19, 2020 10:00am in writing to [jallen2@a2gov.org](mailto:jallen2@a2gov.org) and [cspencer@a2gov.org](mailto:cspencer@a2gov.org)
  2. Questions regarding DS In-Situ Soils have already been asked

*Addendum to be issued by Monday, March 23, 2020. Questions should be submitted via email to the Project Manager, Jane Allen [jallen2@a2gov.org](mailto:jallen2@a2gov.org)  
Updated to March 26, 2020 by Jane Allen*

*Addendum #1 to address questions regarding Detailed Specification for In-situ soils. Discussion regarding no soils testing done to date. A concern was raised that it was difficult to decide and quantify without adequate testing. Troubling for the contractors from a legal standpoint and places burden on the contractor.*

III. General – *Pre-bid meeting not mandatory*

*Read IB-2 and be sure to complete all required forms*

*Bids are due March 31, 2020 at 10:00 AM*

*Updated to April 7, 2020 at 10:00am by Jane Allen*

a. Project Overview

- i. Barton Drive, Northside Ave to Pontiac Tr – 8 inch water main
- ii. Geometric Changes to Intersections along Barton Drive
- iii. Resurfacing
- iv. New paved shoulder, M14 to Brede Pl
- v. New Sidewalk dependent on City Council vote May 4, 2020
  1. If voted down, New sidewalk on the north side of Barton will be eliminated
  2. If New Sidewalks eliminated, the following Crosswalks will be eliminated
    - a. Crossing Barton at Longshore Dr.
    - b. Crossing Barton at Northside Ave.
    - c. Crossing Barton at Chandler Dr.
    - d. Crossing Starwick at Barton Dr.

*General scope of the project was discussed. No galvanized water services are anticipated within the project limits. Sanitary sewer work is not part of the contract; pay item for service relocation added in case conflicts with sanitary sewer services are encountered. Geometric reconfiguration of the intersections was discussed. Widening for shoulder from M-14 east bound ramp to Brede was discussed. Concern was raised about the thickness of the HMA remaining after milling, may ravel in areas where HMA not as thick (i.e. milling 4 inches from 4.5 inch section).*

*Sidewalk gaps to be in-filled, as currently shown on the plans, must be approved by City Council. The sidewalks are in two different Special Assessment Districts, one for Barton from M-14 to Pontiac Street and the second for the area near the Barton/Starwick intersection. The sidewalk work would be eliminated if not approved by Council. In addition, the new crosswalks across Barton could also be eliminated from the scope. This includes, Brede/Longshore, Northside, Chandler, and Starwick intersections.*

*IF Barton/Starwick sidewalk SAD is not approved by Council, however, the bump-out and curb work at this intersection will remain as part of the contract. In addition, the geometric reconfiguration of the intersections will also remain.*

b. Standard Specifications and Detailed Specifications

i. Project Schedule

Starting Date – June 12<sup>th</sup> (When school lets out) – if insurance /contracts are all set. City Council Award date will be May 4, 2020

Barton/Starwick must be complete before school starts September 8, 2020

Open to Traffic Date - October 10, 2020

Completion Date – October 31, 2020 (142 days after commencement of work)

Hours of work: 7:00 a.m. to 8:00 p.m. Monday thru Saturday (Sundays with permission)

*Detailed Specification for project start and completion were reviewed. A question was asked regarding adjustments to the schedule and if dates would be revised to reflect any changes in the end and/or start of the school year due to current events.*

*Brian pointed out that there are additional milestones and dates defined in the Detailed Specification and that should be reviewed.*

*Sheet DS-2, need to correct no work days for Fourth of July from Wednesday, July 3, 2020 to **Friday**, July 3, 2020.*

*All work to be performed on City of Ann Arbor roads, work within the MDOT M-14 Right-of-Way. There will be advanced warning signage within MDOT Right-of-Way, City of Ann Arbor Engineering to prepare the permit application.*

ii. Engineer's estimate - \$1,361,664.23

1. Updated to \$1,401,014.23 by Jane Allen for Addendum

iii. General Conditions

1. Street sweeping & dust control
2. Maintenance gravel



3. Maintaining drainage
- iv. Access to driveways - Contractor responsible for maintaining access to driveways during construction, and notifying residents when access will be unavailable (i.e. during water main installation, during paving, concrete work)

#### IV. Construction

- a. Utility Construction
  - i. Water Main – Installation and Testing
    1. HMA removal for trench / storm replacements
    2. Rest of road HMA removal prior to HMA placement
  - ii. Sanitary leads when conflicts exist
  - iii. Drainage Structure replacements
    1. Removals and Installations on Storm Plan Sheets (34-38)
  - iv. Reminder that all new sanitary and storm sewers (including manholes) shall be cleaned and televised before final acceptance.
  - v. Manhole covers shall be labeled with “CITY OF ANN ARBOR” and “WATER”, “STORM”, or “SANITARY” – see appendix.
- b. Resurfacing the road and paving –
  - i. M14 EB ramps to Pontiac Trail – 4 inch
  - ii. M14 WB ramps to M14 EB ramps – 2 inch mill & fill
- c. Sidewalk and ADA Ramps – ADA compliance MUST be achieved at all locations
- d. Landscape Items and Restoration
  - i. Topsoil and Seeding
  - ii. Trees and shrubs

#### V. Other Items

- a. The 6” underdrains are intended to be installed where new curb and gutter is proposed, when an outlet basin is present.
- b. The sanitary sewers were all inspected in October 2017. Video is available upon request.
- c. Certified Payroll Compliance – using Davis Bacon Wage Decision pulled from site March 20, 2020 (for the March 31, 2020 Bid Opening). Submit payroll weekly, see form at back of ITB.
  - *Wage rates should be within 10 days of the bid date.*
  - *The sanitary sewer video inspection logs were requested to be provided.*
  - *Will Michcon be doing any work on gas main renewals prior to the start of the project?*
  - *Storm sewer crossings appear to be close to the 20-inch water transmission main. Plan and Profiles seem to indicate that the 18-inch separation from storm to water may be difficult. There are no plans to adjust the 20-inch transmission main. New storm sewer is replacing old drop structures and existing storm sewer over the transmission main.*
  - *Colter wheel or saw cuts required for pavement joints?*
  - *How is HMA paid in area of service lead trenches? What is timing of paving? Temporary patching required?*
  - *Site is mostly sand; consider just adding underdrain to within +/-10-feet of inlets?*
  - *Cleanup and restoration is in specs, but pay items are included to pay for restoration separately. Why is cleanup and restoration included as well?*
  - *Are there any landscape maintenance requirements?*

VI. Questions are due March 19, 2019 at 10:00am

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