# PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

# RFP# 26-02

# E. HURON RIVER RETAINING WALL REPLACEMENT AND ROAD RECONSTRUCTION

City of Ann Arbor
ENGINEERING UNIT / PUBLIC SERVICES AREA



Due Date: January 22, 2026, by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor Procurement Unit 301 E. Huron Street Ann Arbor, MI 48104

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# **SECTION I - GENERAL INFORMATION**

#### A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a contractor to provide construction services for the **E. Huron River Drive Retaining Wall Replacement and Road Reconstruction**.

#### **B. BID SECURITY**

Each bid <u>must be accompanied</u> by a certified check or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Proposals that fail to provide a bid security upon proposal opening will be deemed non-responsive and will not be considered for award.

#### C. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before January 12, 2026, at 5:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Alan Loebach, P.E., - <u>ALoebach@a2gov.org</u>

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - <u>CSpencer@a2gov.org</u>

Should any prospective bidder be in doubt as to the true meaning of any portion of this RFP, or should the prospective bidder find any ambiguity, inconsistency, or omission therein, the prospective bidder shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to <u>a2gov.org</u> and <u>bidnetdirect.com/mitn</u> and it shall be the prospective bidder's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP and must be incorporated in the proposal where applicable.

#### D. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

#### E. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective bidder. An official authorized to bind the bidder to its provisions must sign the proposal. Each proposal must remain valid for at least one hundred and twenty (120) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

#### F. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised primarily of staff from the City will complete the evaluation.

If interviews are desired by the City, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected bidder to this project.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

#### G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before January 22, 2026, by 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

#### Each respondent should submit in a sealed envelope

- one (1) original proposal
- one (1) additional proposal copy
- one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format

Proposals submitted should be clearly marked: RFP No. 26-02 – E. Huron River Drive Retaining Wall Replacement and Road Reconstruction and list the bidder's name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor c/o Customer Service 301 East Huron Street Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective bidder for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal.

Bidders are responsible for submission of their proposal. Additional time will not be granted to a single prospective bidder. However, additional time may be granted to all prospective bidders at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- Attachment B General Declarations
- Attachment D Prevailing Wage Declaration of Compliance
- Attachment E Living Wage Declaration of Compliance
- Attachment G Vendor Conflict of Interest Disclosure Form
- Attachment H Non-Discrimination Declaration of Compliance

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

#### H. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in this proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

#### I. TYPE OF CONTRACT

A sample of the Construction Agreement is included as Attachment A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Construction Agreement.** 

For all construction work, the respondent must further adhere to the City of Ann Arbor General Conditions. The General Conditions are included herein. Retainage will be held as necessary based on individual tasks and not on the total contract value. The Contractor shall provide the required bonds included in the Contract Documents for the duration of the Contract.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected bidder's response thereto, shall constitute the basis of the scope of services in the contract by reference.

#### J. NONDISCRIMINATION

All bidders proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment G shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

#### K. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan Department of Transportation Prevailing Wage Forms (sample attached hereto) or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. The wage determination(s) current on the date 10 days before proposals are due shall apply to this contract. The U.S.

Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: <a href="www.sam.gov">www.sam.gov</a>.

For the purposes of this RFP the Construction Types of both <u>Heavy Construction</u> and <u>Highway Construction</u> will apply.

#### L. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected bidder unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

#### M. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the bidder prior to the execution of an Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, bidder agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

## N. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

#### O. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of any notices of intent, including, but not exclusively, divisions on prequalification of bidders, shortlisting of bidders, or a notice of intent to award. Only bidders who responded to the solicitation may file a bid protest. The bidder must clearly state the reasons for the protest. If any bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Manager. The Purchasing Manager will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

#### P. SCHEDULE

The following is the schedule for this RFP process.

#### Activity/Event

Written Question Deadline
Addenda Published (if needed)
Proposal Due Date
Selection/Negotiations
Expected City Council Authorizations

#### **Anticipated Date**

January 12, 2026 at 5 p.m. (Local Time) No later than January 15, 2026 January 22, 2026 at 2:00 p.m. (Local Time) February 2026 March 2026

The above schedule is for information purposes only and is subject to change at the City's discretion.

#### Q. IRS FORM W-9

The selected bidder will be required to provide the City of Ann Arbor an IRS form W-9.

#### R. RESERVATION OF RIGHTS

- 1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
- 2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
- 3. The City reserves the right to request additional information from any or all bidders.
- 4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
- The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
- 6. The City reserves the right to select one or more contractors or service providers to perform services.
- 7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a

- proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
- 8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

#### S. IDLEFREE ORDINANCE

The City of Ann Arbor adopted an idling reduction Ordinance that went into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: <a href="https://www.a2gov.org/idlefree">www.a2gov.org/idlefree</a>.

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

#### T. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote and encourage the City's commitment to the environment.

The City strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

#### U. MAJOR SUBCONTRACTORS

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

#### V. LIQUIDATED DAMAGES

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

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.

# **SECTION II - SCOPE OF WORK**

Please see the plan set for more details.

# **SECTION III - MINIMUM INFORMATION REQUIRED**

#### PROPOSAL FORMAT

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

Bidders should organize Proposals into the following Sections:

- A. Qualifications, Experience and Accountability
- B. Workplace Safety
- C. Workforce Development
- D. Social Equity and Sustainability
- E. Schedule of Pricing/Cost
- F. Authorized Negotiator
- G. Attachments

Bidders are strongly encouraged to provided details for all of the information requested below within initial proposals. Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the proposal being considered non-responsive and will not be considered for award.

Pursuant to Sec 1:324.5 of the City Code which sets forth requirements for evaluating public improvement bids, Bidders should submit the following:

## A. Qualifications, Experience and Accountability - 20 Points

- 1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.
- 2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
- 3. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.

## B. Workplace Safety – 20 Points

 Provide evidence of a bidder's safety program (link to information on bidder's publicly available web-site preferred) and evidence of a safety-training program for employees addressing potential hazards of the proposed job site. Bidders must

- identify a designated qualified safety representative responsible for bidder's safety program who serves as a contact for safety related matters.
- 2. Provide the bidder's Experience Modification Rating ("EMR") for the last three consecutive years. Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.
- 3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least an authorized 10-hour OSHA Construction Safety Course.
- 4. For the last three years provide a copy of any documented violations and the bidder's corrective actions as a result of inspections conducted by the Michigan Occupational Safety & Health Administration (MIOSHA), U.S. Department of Labor Occupational Safety and Health Administration (OSHA), or any other applicable safety agency.

## C. Workforce Development – 20 Points

- 1. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.
- 2.. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship. USDOL apprenticeship agreements shall be disclosed to the City in the solicitation response.
- 3. Bidders shall disclose the number of non-craft employees who will work on the project on a 1099 basis, and the bidders shall be awarded points based on their relative reliance on 1099 work arrangements with more points assigned to companies with fewer 1099 arrangements. Bidders will acknowledge that the City may ask them to produce payroll records at points during the project to verify compliance with this section.

## D. Social Equity and Sustainability – 20 Points

1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders employ individuals in either the City or the County.

The Washtenaw County jurisdiction is prioritized for evaluation purposes for this solicitation.

- 2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
- 3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.
- 4. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

# E. Schedule of Pricing/Cost – 20 Points

## Company:

**Project: E. Huron River Retaining Wall Replacement** 

File #: 2025-26 RFP#: 26-02

ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
01000.00	General				
01001.00	General Conditions, Max. \$50,000.00	LS	1.00	\$	\$
01002.00	Project Supervision, Max. \$10,000.00	LS	1.00	\$	\$
01003.00	Project Clean-Up and Restoration	LS	1.00	\$	\$
01004.00	Digital Audio Visual Coverage	LS	1.00	\$	\$
01022.00	Erosion Control, Silt Fence	Ft	371.00	\$	\$
01024.00	DS_Erosion Control, Straw Wattle, 12 In. Dia.	Ft	50.00	\$	\$
01040.00	Minor Traffic Control, Max \$10,000.00	LS	1.00	\$	\$
01041.00	Traffic Regulator Control	LS	1.00	\$	\$
01050.00	Sign, Type B, Temp, Prismatic, Furn & Oper	Sft	330.00	\$	\$
01051.00	Sign, Type B, Temp, Prismatic, Special, Furn & Oper Barricade, Type III, High Intensity, Lighted, Furn &	Sft	120.00	\$	\$
01091.00	Oper	Ea	12.00	\$	\$
02000.00	Removals				
02001.01	Tree, Rem, 6 In 12 In.	Ea	17.00	\$	\$
02001.02	Tree, Rem, 13 In 19 In.	Ea	2.00	\$	\$
02001.06	DS_Clearing	Ac	0.30	\$	\$
02021.00	HMA Surface, Rem	Syd	928.00	\$	\$
02050.00	Sign, Rem, Salv	Ea	3.00	\$	\$
02060.00	DS_Guardrail, Reconst, Type B	Ft	355.00	\$	\$
02070.00	DS_Retaining Wall, Rem	Ft	286.00	\$	\$
02080.00	DS_Pavt for Butt Joints, Rem	Syd	58.00	\$	\$

# E. Schedule of Pricing/Cost – 20 Points

## Company:

**Project: E. Huron River Retaining Wall Replacement** 

File #: 2025-26 RFP#: 26-02

ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
03000.00	Earthwork				
03030.01	Exploratory Excavation, SD-TD-1, (0-10' Deep)	Ea	3.00	\$	\$
03050.00	Embankment	Cyd	88.00	\$	\$
03051.00	DS_Granular Backfill	Cyd	4,123.00	\$	\$
03052.00	DS_1 inch Min to 4 inch Max Face Stone	Cyd	175.00	\$	\$
03040.00	Earth Excavation DS_Mechanically Stabilized Earth Wall,	Cyd	3,300.00	\$	\$
03080.00	Welded Wire Form, Furn and Install	Sft	2,849.00	\$	\$
03081.00	DS_Biaxial Geogrid	Syd	1,451.00	\$	\$
03082.00	DS_Uniaxial Geogrid	Syd	4,643.00	\$	\$
03083.00	DS_Geotextile	Syd	526.00	\$	\$
04000.00	Sanitary Sewer				
04061.00	Sanitary Structure Cover, Adjust	Ea	1.00	\$	\$
06000.00	Storm and Drainage				
06001.01	12 In., CL IV RCP Storm Sewer, SD-TD-1	Ft	20.00	\$	\$
06012.01	12 In., CL IV RCP End Section	Ea	1.00	\$	\$
06013.01	DS_8 In., PVC Storm Sewer, SD-TD-2	Ft	28.00	\$	\$
06042.00	Riprap, Heavy	Syd	38.00	\$	\$
06071.01	DS_Storm Single Inlet, 24 In. Dia., (0-8' deep), Modified	Ea	1.00	\$	\$
06080.01	Storm High Capacity Inlet, 48 In. Dia., (0-8' deep)	Ea	1.00	\$	\$
06080.02	Storm High Capacity Inlet, 48 In. Dia., Additional Depth	Ft	2.00	\$	\$
06160.01	Storm Structure Cover	Ea	1.00	\$	\$
06181.02	Underdrain, Subbase, 6 In.	Ft	610.00	\$	\$

# E. Schedule of Pricing/Cost – 20 Points

## Company:

**Project: E. Huron River Retaining Wall Replacement** 

File #: 2025-26 RFP#: 26-02

ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
08000.00	Streets, Driveways, & Sidewalks				
08010.03	Aggregate Base, 8 In., 21AA, CIP	Syd	1,406.00	\$	\$
08070.14	HMA, 4EL	Ton	137.00	\$	\$
08070.18	HMA, 5EL	Ton	92.00	\$	\$
08110.00	Conc, Curb or Curb & Gutter, All Types	Ft	309.00	\$	\$
08111.00	DS_Shld Gutter, Conc, Det 2	Ea	1.00	\$	
08200.11	Pavt Mrkg, Polyurea, 4 In., White	Ft	731.00	\$	
08200.12	Pavt Mrkg, Polyurea, 4 In., Yellow	Ft	732.00	\$	\$
08300.00	Monument Box, Adjust	Ea	1.00	\$	\$
08400.00	DS_Post Hole Through Conc	Ea	1.00	\$	\$
10000.00	Landscaping				
10060.00	DS_Turf Restoration	Syd	580.00	\$	\$
	Total Estimated Cost			\$	

## F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)

Include the name, phone number, and e-mail address of person(s) in your organization authorized to negotiate the agreement with the City.

The proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the bidder wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate its proposed time for performance of the work.

Consideration for any proposed alternative items or time may be negotiated at the discretion of the City.

#### G. ATTACHMENTS

General Declaration, Legal Status of Bidder, Conflict of Interest Form, Living Wage Compliance Form, Prevailing Wage Compliance Form and the Non-Discrimination Form should be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

#### PROPOSAL EVALUATION

- 1. The selection committee will evaluate each proposal by the above-described criteria and point system. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview if interviews are selected to be held by the City. The committee may contact references to verify material submitted by the bidder.
- 2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan (if applicable) and pricing.
- 3. The interview should include the project team members expected to work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the

bidder, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

4. The firms interviewed will then be re-evaluated by the above criteria and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the bidder based on their proposal and pricing schedules alone.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

#### PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double-sided on recycled paper.

Each person signing the proposal certifies that they are a person in the bidder's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

#### **ADDENDA**

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) <a href="www.mitn.info">www.mitn.info</a> and/or the City of Ann Arbor web site <a href="www.A2gov.org">www.A2gov.org</a> for all parties to download.

Each bidder should acknowledge in its proposal all addenda it has received on the General Declarations form provided in the Attachments section herein. The failure of a bidder to receive or acknowledge receipt of any addenda shall not relieve the bidder of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

## **SECTION IV - ATTACHMENTS**

Attachment A – Sample Standard Contract

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Living Wage Ordinance Poster

Attachment G – Vendor Conflict of Interest Disclosure Form

Attachment H – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment I – Non-Discrimination Ordinance Poster

Sample Certified Payroll Report Template

# ATTACHMENT A SAMPLE STANDARD CONTRACT

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to the City of Ann Arbor such as the following:

#### CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corpora 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 **E. Huron River Drive Retaining Wall Replacement and Road Reconstruction; RFP No. 26-02** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of 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 Public Services Area / Engineering Unit.

Project means E. Huron River Drive Retaining Wall Replacement and Road Reconstruction; RFP No. 26-02

**Supervising Professional** means the person acting under the authorization of the manager of the Administering Service Area/Unit. At the time this Contract is executed, the Supervising Professional is: **Alan Loebach** whose job title is **Project Manager**. If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

Contractor's Representative means	[Insert name] whose job
title is [Insert job title].	

#### **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 **ninety (90)** 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 \$1,000 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 un prices as given in the Bid Form for the estimated bid total of:	iit
	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 Contract, 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 Contract.

#### **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.

[Signatures on next page]

# [INSERT CONTRACTOR NAME HERE] CITY OF ANN ARBOR

Зу:	Ву:	
Name:	Name:	Milton Dohoney Jr.
Title:	Title:	City Administrator
Date:	Date:	
		ed as to substance:
	Ву:	
	Name:	Jordan Roberts
	Title:	Public Services Area Administrator
	Date:	
	Approv	ed as to form:
	Ву:	
	Name:	Atleen Kaur
	Title:	City Attorney
	Date:	

(Signatures continue on following page)

## **CITY OF ANN ARBOR**

Ву:	
Name:	
Title:	Mayor
Date:	
Ву:	
Name:	
Title:	City Clerk
Date:	

# PERFORMANCE BOND

(1)	-		/ 6
	of "Principal"), and		(referred to as
(2)	corporation duly authorized "Surety"), are bound to the , the payment of which Pri	e City of Ann Arb incipal and Surety and assigns, jointly	in the State of Michigan (referred to as or, Michigan (referred to as "City"), for \$ y bind themselves, their heirs, executors, y and severally, by this bond.
	for DED No	and this band is	wiven for that Contract in commissions with
(3)	Act No. 213 of the Michigan Whenever the Principal is of Surety may promptly remed  (a) complete the Contract in (b) obtain a bid or bids	Public Acts of 196 declared by the Ci y the default or she accordance with for submission to	its terms and conditions; or the City for completing the Contract in
(4)	responsible bidder, arrange available, as work progress balance of the Contract pric which Surety may be liable l	for a Contract be ses, sufficient fun- e; but not exceed hereunder, the am	upon determination by Surety of the lowest tween such bidder and the City, and make ds to pay the cost of completion less the ing, including other costs and damages for nount set forth in paragraph 1.
(4)	under the Contract.	ation to the City if	the Principal fully and promptly performs
(5)	Surety agrees that no chang Contract or to the work to be it shall in any way affect it	e performed there s obligations on t alteration or addi	ne, alteration or addition to the terms of the nunder, or the specifications accompanying this bond, and waives notice of any such tion to the terms of the Contract or to the
(6)	Principal, Surety, and the electronically in lieu of an o original signatures that bind by facsimile and upon such	City agree that s original signature a them to this bond. delivery, the facs	ignatures on this bond may be delivered and agree to treat electronic signatures as  This bond may be executed and delivered imile signature will be deemed to have the en delivered to the other party.
SIGNE	D AND SEALED this	_ day of	, 202
/Nome	of Curaty Company)	_	(Name of Principal)
,	of Surety Company)		(Name of Principal)
(Si	gnature)	_	By (Signature)
•	J ,		Its
(Title	e of Office)	_	(Title of Office)
Approv	ved as to form:		Name and address of agent:
Atleen	Kaur, City Attorney	_	

# LABOR AND MATERIAL BOND

(1)	)	
	of	
	as "Principal"), and	, a corporation
	duly authorized to do business in the State of Mich	igan, (referred to as "Surety"), are bound
	to the City of Ann Arbor, Michigan (referred to as "C	City"), for the use and benefit of claimants
	as defined in Act 213 of Michigan Public Acts of 19	963, as amended, being MCL 129.201 <u>et</u>
	seq., in the amount of	
	\$, for the payment of which P	rincipal and Surety bind themselves, their
	heirs, executors, administrators, successors and as	ssigns, jointly and severally, by this bond.
(2)	) The Principal has entered a written Contract with th	e Cityentitled
	, for_RFP No	; and this bond is
	given for that Contract in compliance with Act No. 2 amended;	13 of the Michigan Public Acts of 1963 as
(3)	) If the Principal fails to promptly and fully repay cla	imants for labor and material reasonably
	required under the Contract, the Surety shall pay th	ose claimants.
(4)	) Surety's obligations shall not exceed the amount sta	ated in paragraph 1, and Surety shall have
	no obligation if the Principal promptly and fully pays	s the claimants.
(5)	) Principal, Surety, and the City agree that sign	atures on this bond may be delivered
	electronically in lieu of an original signature and agre	ee to treat electronic signatures as original
	signatures that bind them to this bond. This bond m	ay 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 oth	er party.
SIG	IGNED AND SEALED this day of	, 202_
	Name of Surety Company)	(Name of Principal)
οу	y (Signature)	Ву
	,	(Signature)
Its_	s (Title of Office)	Its(Title of Office)
(	(Time of Office)	

Approved as to form:	Name and address of agent:
Atleen Kaur, City Attorney	

#### **GENERAL CONDITIONS**

## Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

## **Section 2 - Order of Completion**

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

# Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

# **Section 4 - Wage Requirements**

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of

subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. A sample Prevailing Wage Form is provided in the Appendix herein for reference as to what will be expected from contractors. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Contract a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Contract are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

#### **Section 5 - Non-Discrimination**

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

# Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

# Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

# **Section 8 - Royalties and Patents**

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

## **Section 9 - Permits and Regulations**

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

# Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or

employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

# **Section 11 - Inspection of Work**

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

# Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

# Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be

executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

#### Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

#### Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section I3. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

## **Section 16 - Progress Payments**

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

#### **Section 17 - Deductions for Uncorrected Work**

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

# **Section 18 - Correction of Work Before Final Payment**

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within I0 days after written notice, the City may remove them and, if the removed material has value, may store the material

at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

# **Section 19 - Acceptance and Final Payment**

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's quarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

# **Section 20 - Suspension of Work**

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the

written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

# Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

# **Section 22 - Contractor's Right to Terminate Contract**

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

# Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

# **Section 24 - Removal of Equipment and Supplies**

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

# Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

# **Section 26 - Partial Completion and Acceptance**

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

# **Section 27 - Payments Withheld Prior to Final Acceptance of Work**

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor:
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

### Section 28 - Contractor's Insurance

(1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of any work under this contract, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the required policies and endorsements. The certificates of insurance endorsements and/or copies of

policy language shall document that the Contractor satisfies the following minimum requirements. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

#### Required insurance policies include:

(a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

```
Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 each employee
Bodily Injury by Disease - $500,000 each policy limit
```

(b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property
	Damage Liability, or both combined.
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate, which,
	notwithstanding anything to the contrary herein, shall be
	maintained for three years from the date the Project is completed.

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1.000.000.
- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute

- with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and un-qualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), email address(es), and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which may be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.
  - (4) Any Insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
  - (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

# **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

# **Section 30 - Damage Claims**

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

# **Section 31 - Refusal to Obey Instructions**

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

# **Section 32 - Assignment**

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

# **Section 33 - Rights of Various Interests**

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

#### Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

# **Section 35 - Supervising Professional's Status**

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

# **Section 36 - Supervising Professional's Decisions**

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

# **Section 37 - Storing Materials and Supplies**

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

#### **Section 38 - Lands for Work**

The Contractor shall provide, at its own expense and without liability to the City, any additional land access that may be required for temporary construction facilities or for storage of materials.

# Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

# Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

# Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

#### Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

# Section 43

# **CONTRACTOR'S DECLARATION**

I hereby declare that I have not, during the	ne period	, 20, to	, 20
, performed any work, furnished any mate	erials, sustained any lo	ss, damage or del	ay, or otherwise
done anything in addition to the regular ite			
titled,	for which I shall as	sk, demand, sue	for, or claim
compensation or extension of time from			
compensation or extension of time as			
declare that I have paid all payroll obligati			9
the above period and that all invoices rela		ceived more than	30 days prior to
this declaration have been paid in full ex	cept as listed below.		
There <u>is/is not</u> (Contractor please circle of attached regarding a request for addition	· · · · · · · · · · · · · · · · · · ·	,	nized statement
Contractor	Date	<u> </u>	
D			
By(Signature)	-		
(Signature)			
Its			
(Title of Office)			
(,			

Past due invoices, if any, are listed below.

# Section 44

# **CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor,		, represents tha	at on,
20 , it was awarded a contract by the C	City of Ar	n Arbor, Michigan to	under
20, it was awarded a contract by the C the terms and conditions of a Contract titl	leď	· 5	. The Contractor
represents that all work has now been according	complish	ed and the Contract is c	omplete.
The Contractor warrants and certifies that has been fully paid or satisfactorily secur for labor and material used in accomplish the performance of the Contract, have b agrees that, if any claim should hereafter upon request to do so by the City of Ann A	ed; and hing the peen fully arise, it	that all claims from subcoroject, as well as all other paid or satisfactorily se	contractors and others ner claims arising from ettled. The Contractor
The Contractor, for valuable consideratio any and all claims or right of lien which th premises for labor and material used in the	e Contra	ctor now has or may ac	quire upon the subject
This affidavit is freely and voluntarily given	n with ful	I knowledge of the facts.	
	<del></del>		
Contractor	Date		
Ry			
By(Signature)			
Its			
(Title of Office)			
Subscribed and sworn to before me, on the	nis	day of, 20_ County, Michigan	_
Notary Public			
County, MI			
My commission expires on:			

#### **STANDARD SPECIFICATIONS**

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Bid. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

Standard Specifications are available online:

City of Ann Arbor Engineering and Contractor Resources

# **DETAILED SPECIFICATIONS**

An item number ending in X.7X and an item's description starting with "DS\_" indicates a detailed specification.

Detailed Specification	No. of Pages
DS General Construction Notes	1
DS Project Schedule	
DS_Quantities and Unit Prices	
DS_Maintenance of Traffic	
DS_Soil Boring Pavement Section and Geotechnical Data	
DS_Straw Wattle	2
DS_Clearing	1
DS_Reconstructing Guardrail	3
DS Modified Remove Retaining Wall	
DS Pavement Removal for Butt Joints	
DS MSE Welded Wire Form Wall	
DS_Riprap	1
DS 8 Inch PVC Storm Sewer	1
DS_Modified 24 inch Dia Storm Inlet	1
DS HMA Acceptance	7
DS_HMA Application Estimate	1
DS Concrete Shoulder Gutter	1
DS Post Hole Through Concrete	1
DS_Turf Restoration	3

### CITY OF ANN ARBOR DETAILED SPECIFICATION FOR

#### **GENERAL CONSTRUCTION NOTES**

AA 1 of 1 3/22/24

#### **Description**

The following notes pertain to all Plan sheets issued as part of this Contract, and these notes shall be considered part of each Plan Sheet or Detailed Information Sheet.

- 1. All work shall conform to the latest revision of the City of Ann Arbor Standard Specifications.
- 2. The Contractor shall maintain access to all drives throughout the course of construction. Drives shall never be closed during non-working hours, unless otherwise authorized in writing by the Engineer.
- 3. The Contractor shall completely restore all existing site features to better than, or equal to, their existing condition.
- 4. The Contractor shall be aware that there are above-ground and below-ground utilities existing in and on these streets which include but are not limited to: gas mains and service leads; water mains and service leads; storm sewer mains and service leads; sanitary sewer mains and service leads; telephone poles, wires, cables and conduits; electrical poles, wires, cables and conduits; cable television wires, cables and conduits, and other various utilities. The Contractor shall conduct all of its work so not to damage or alter in any way any existing utility, except where specified on the Plans or as directed by the Engineer. The City has videotaped and cleaned all sanitary and storm sewers, including storm sewer inlet leads, and has found all these facilities to be in good condition, except for those shown on the Plans for repair or replacement.
- 5. The Contractor is solely responsible for any delays, damages, costs and/or charges incurred due to and/or by reason of any utility, structure, feature and/or site condition, whether shown on the Plans or not, and the Contractor shall repair and/or replace, at its sole expense, to as good or better condition, any and all utilities, structures, features and/or site conditions which are impacted by reason of the work, or injured by its operations, or injured during the operations of its subcontractors or suppliers.
- 6. No extra payments or adjustments to unit prices will be made for damages, delays, costs and/or charges due to existing utilities, structures, features and/or site conditions not shown or being incorrectly shown or represented on the Plans.

# CITY OF ANN ARBOR DETAILED SPECIFICATION FOR PROJECT SCHEDULE

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Complete the entirety of work under this Contract in accordance with, and subject to, the scheduling requirements outlined below, and all other requirements of the Contract Documents.

- 1. The Engineer anticipates that construction can begin on or after **March 30, 2026**, and only upon receipt of the fully executed Contract and Notice to Proceed. Appropriate time extensions may be granted if the Notice to Proceed is delayed beyond this date.
- 2. This project requires asphalt roadway removal, retaining wall removal, guardrail removal and replacement, mechanically stabilized earth (welded wire form) retaining wall construction, concrete curb and gutter, aggregate base, hot mix asphalt (HMA) paving, bank stabilization, and pavement markings on E. Huron River Drive. The entire project must be completed within **ninety (90) calendar days** from issuance of the notice to proceed.
- 3. Complete retaining wall construction prior to commencing with road and other related work unless otherwise approved by the Engineer.

The City expects to furnish the Contractor with two (2) copies of the Contract, for its execution, on or before **January 30, 2026**. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance documentation, to the City by **February 23, 2026**. City Council approval to award a contract for this project is expected on **March 2, 2026**. The Contractor shall not begin the work before the applicable date(s) as described herein without approval from the Project Engineer, and in no case before the receipt of the fully executed Contract and Notice to Proceed.

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 to complete the project by the final completion date. Should the Contractor demonstrate that they must work on some Sundays in order to maintain the project schedule, they may do so between the hours of 9:00 a.m. and 5:00 p.m. with prior approval from the City. There will be no additional compensation due to the Contractor for work performed on Sundays.

Prior to the start of any construction, the Contractor shall submit a detailed schedule of work for the Engineer's review and approval. Work shall not be started until a schedule is approved in writing by the Engineer. The proposed schedule must fully comply with the scheduling requirements contained in this Detailed Specification. The Contractor shall update the approved work schedule upon request by the Engineer and present it to the Engineer within seven days of said request.

The Contractor shall organize, coordinate, and diligently execute the work at the locations shown on the plans and as described below. For this Contract, the "Start of Work" definition is the date when the detour signs become effective, and all required temporary traffic control and SESC measures are in place and ready for use. The Engineer will consider individual streets or phases ready for opening to traffic once all concrete work is complete, utility structures covers are raised to finished grade and placement of the HMA top course is complete. Within 10 days of opening the street to traffic the Contractor will complete all work, which includes, but is not limited to, minor slope restoration, clean-up, street cleaning, utility structure cleaning, the removal of all temporary

traffic control and SESC devices and detour signs, and other necessary work and as directed by the Engineer. Failure to complete work in a timely manner may result in the suspension of active project work or a delay in starting subsequently planned project work.

Failure to open to traffic or complete all work as specified within the time specified, including time extensions granted thereto as determined by the Engineer, will entitle the City to deduct from the payments due the Contractor, **\$1,000.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each calendar day the work remains incomplete.

Assessment of Liquidated Damages will occur until the required work is complete in the current construction season. If, with the Engineer's approval, work extends beyond the seasonal suspension period (November 15 through April 15), the City will not assess Liquidated Damages until the Contractor resumes and completes the work in the following construction season.

The following workday, hour and other work restrictions are imposed by the City of Ann Arbor.

Contractor operations shall be limited by local municipality work time, noise, and dust ordinance:

- Monday through Friday: 7:00 am 8:00 p.m.
- Saturday: 7:00 a.m.– 8:00 p.m.; Give notice to Engineer no less than 48 hours and no more than 5 days in advance.
- Sunday: Only with written approval from the City of Ann Arbor

Perform no work during the following Holiday periods unless approved in advance by the Engineer:

- Memorial Day 3:00 p.m. Friday, May 22, 2026, through 7:00 a.m. Tuesday, May 26, 2026
- <u>Juneteenth</u> 3:00 p.m. Wednesday, June 18, 2026, through 7:00 a.m. Monday, June 22, 2026.
- <u>Independence Day</u> 3:00 p.m. Thursday, July 2, 2026, through 7:00 a.m. Monday, July 6, 2026.
- <u>Labor Day</u> 3:00 p.m. Friday, September 4, 2026, through 7:00 a.m. Tuesday, September 8, 2026

Perform no work during the following scheduled University of Michigan home football game dates unless approved in advance by the Engineer:

- September 7, 2026
- September 12, 2026
- September 19, 2026
- Other home games TBA

#### Working in the Rain

The Contractor shall not work in the rain unless authorized in writing by the Engineer. The Engineer may delay or stop the work due to threatening weather conditions.

The Contractor shall not be compensated for unused materials or downtime due to rain, or the

threat of rain.

The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the rain.

#### Working in the Dark

The Contractor shall not work in the dark except as approved by the Engineer and only when lighting for night work is provided as detailed elsewhere in this contract.

The Engineer may stop the work or may require the Contractor to defer certain work to another day if, in the Engineer's opinion, the work cannot be completed within the remaining daylight hours or if inadequate daylight is present to either properly perform or inspect the work.

The Contractor will not be compensated for unused materials or downtime when delays or work stoppages are directed by the Engineer for darkness and/or inadequate remaining daylight reasons.

The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties resulting from working in the dark.

If the construction Contract is not completed within the specified period(s) including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor, this Contract may be terminated with no additional compensation due to the Contractor, and the Contractor may be forbidden to bid on future City of Ann Arbor projects for a period of at least three (3) years. If the Engineer elects to terminate the Contract, Contract items paid for on a Lump Sum basis shall be paid up to a maximum percentage equal to the percentage of the Contract work that has been completed.

The City's decision to add or delete work, change the construction limits, or the City's contribution to a delay of the construction shall not entitle the Contractor to receive additional compensation, nor shall it relieve the Contractor of any responsibility for completion of work.

Include any/all efforts to organize, coordinate, and schedule the project work in the contract unit price bid for the pay item **General Conditions**, **Max \$\_\_\_**.

# CITY OF ANN ARBOR DETAILED SPECIFICATION FOR QUANTITIES AND UNIT PRICES

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#### **Contract Drawings / Plans**

Offerors/proposers shall carefully check and review all Drawings, plans, and specifications, and advise the Engineer of any errors or omissions discovered. The Drawings/Plans may be supplemented by such additional Drawings/Plans and sketches as may be necessary or desirable as the work progresses. The Contractor shall perform all work shown on any additional or supplemental Drawings/Plans issued by the Engineer.

Offeror/proposer shall carefully examine the Schedule of Pricing/Cost Form, preliminary layouts, specifications, and the work sites until it is satisfied as to all local conditions affecting the contract and the detailed requirements of construction. The submission of the proposal shall be considered prima facie evidence that the Offeror/Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and all requirements of the contract.

#### **Quantities and Unit Prices**

Quantities as given are approximate and are estimated for bidding purposes. Quantities are not guaranteed and may vary by any amount. While it is the City's intent to complete the project substantially as drawn and specified herein, quantities may be changed or reduced to zero for cost savings or other reasons. The City reserves the right to change the quantities, delete work, or add work, and no adjustment in unit price will be made for any change in any quantity.

# CITY OF ANN ARBOR DETAILED SPECIFICATION FOR MAINTENANCE OF TRAFFIC

AA/SDA:DAD 1 of 3 4/1/24

#### **Description**

Maintain traffic in accordance with Articles 10 and 11 of the City of Ann Arbor Public Services Department 2024 Standard Specifications and as specified in sections 104.11, 812, and 922 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD), and as described herein.

Furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights as required on the project for the safety and protection of local traffic. This includes, but is not limited to, temporary advance, regulatory, and warning signs; barricades and channelizing devices at intersections and on streets where traffic is to be maintained; barricades at the ends of the project and at right-of-way lines of intersecting streets, and traffic control devices for moving construction operations.

#### **Materials**

Provide materials and equipment shall meet the requirements specified by Article 10 of the City of Ann Arbor 2024 Standard Specifications, sections 812.02 and 922 of the MDOT 2020 Standard Specifications for Construction and the 2011 MMUTCD.

#### **Maintenance of Local Traffic**

Unless otherwise indicated on the plans, all side roads shall not be closed to through traffic except during construction operations of short duration and only upon written approval of the Engineer.

Always maintain local access for emergency vehicles, refuse pick-up, mail delivery, school buses, and ingress/egress to public and private properties.

The Contractor must accommodate the safe access to the residential buildings and businesses located within the construction area.

Driveways shall not be blocked for extended periods of time unless arrangements can be made with the affected property owner(s). When it becomes necessary to temporarily block driveways, the Contractor shall notify the affected property owners in advance to coordinate the work and allow sufficient time for vehicles to vacate from properties. It may be necessary to allow vehicles to temporarily park in the roadway at locations that do not interfere with the Contractor's work. During these periods the owners of the respective vehicles must be available to, with proper notice, move their vehicles if it becomes necessary to accommodate the work.

At times, it may be necessary to temporarily obstruct local traffic during the performance of the work. The Contractor shall provide traffic regulator control in conformance with Chapter 6E of the MMUTCD, Sections 6E.01 thru 6E.08. A minimum of two traffic regulators are required. The cost of traffic regulator control shall be included in the contract pay item "**Traffic Regulator Control**".

The Contractor shall use quantities of dust palliative, maintenance aggregate, and cold patching/HMA mixtures for use as temporary base, surfacing, and dust control at utility crossings, side roads and driveways (wherever required to maintain traffic), and where directed by the Engineer to maintain local access. The cost for the use of dust palliative, maintenance aggregate, cold patch and/or hot mix asphalt mixture 36A, as required and directed by the Engineer for maintenance of traffic and local access, shall be included in Contract pay item "General Conditions, Max \$\_\_\_\_\_\_", and it will not be paid for separately.

The work of maintaining and relocating existing warning, regulatory and/or guide signs is included in the bid price for the contract pay item "Minor Traffic Control, Max \$\_\_\_\_\_\_".

The Contractor shall perform the work of this Contract while maintaining traffic in accordance with the Contract Documents as specified herein. No traffic shall be allowed on newly placed asphalt surfaces until rolling has been satisfactorily completed and the surface has cooled sufficiently to prevent damage from traffic. This is to be accomplished by flag persons and by relocating traffic control devices to prevent traffic from entering the work area until such time that it can be safely maintained without damaging the new construction. The Contractor shall provide traffic regulators in sufficient number to maintain traffic as described herein, and to keep traffic off sections being surfaced, and always provide for safe travel as directed by the Engineer. The work of traffic regulators shall be included in the bid price for the contract pay item "Minor Traffic Control, Max \$\_\_\_\_\_\_".

Each pressure distributor, paver and roller shall be equipped with at least one approved flasher light which shall be mounted on the equipment to give a warning signal ahead and behind.

Construction Influence Area (CIA) - The CIA shall include the proposed work areas within the right-of-way of the four proposed construction locations. The CIA shall include the affected portions of the driveways along and contiguous with these roadways.

In addition, the CIA shall include the rights-of-way of all roadway segments used for detours and all locations that contain advance warning and/or regulatory signs, pavement markings, plastic drums, traffic delineators, and all other project related traffic maintenance items.

Police and Fire - The Contractor shall notify local police, fire departments and emergency response units a minimum of three business days (72 hours) prior to the closure of any roads, or traffic shifts causing restricted movements of traffic or restricted access.

Work performed by City of Ann Arbor Signs and Signals Unit - No additional or extra compensation will be paid for any delays caused by City of Ann Arbor Signs and Signals.

#### Sign Removals and Storage

The Contractor shall remove and store the signs as shown on the plans and as directed by the Engineer. After construction is complete, but before opening any roadway to traffic, Signs and Signals will reinstall all signs in their proper, permanent location. To coordinate sign removal and

installation/reinstallation, the Contractor shall notify the Signs and Signals Unit at least five (5) working days (Monday-Friday) in advance of when the sign work will need to be completed. It is the responsibility of the Contractor to ensure that City of Ann Arbor Signs and Signals Unit is scheduled, kept apprised of the progress of construction, and notified a second time immediately (4 working hours) prior to the need to complete the sign work. The installation/reinstallation of all signs shall be completed by the City of Ann Arbor Signs and Signals Unit.

#### CITY OF ANN ARBOR DETAILED SPECIFICATION FOR

# SOIL BORING, PAVEMENT SECTION AND GEOTECHNICAL DATA

AA 1 of 1 3/24/24

#### **Description**

Data pertaining to existing soil borings and pavement sections which may be included in these Contract Documents are provided to help the Engineer and Contractor determine the soil conditions existing within the construction area. The City in no way guarantees existing conditions to be the same as shown in the data. The Contractor is solely responsible for any/all conclusions it may draw from the data.

# CITY OF ANN ARBOR DETAILED SPECIFICATION FOR

#### **STRAW WATTLE**

AA/SDA:APL 1 of 2 8/06/24

#### **Description**

Furnish and install Straw Wattles as Soil Erosion/Sedimentation Control measure(s) according to the plans and as directed. Perform this work according to Division 2 of the Michigan Department of Transportation 2020 Standard Specifications for Construction Article 8 of the City of Ann Arbor (CAA) Standard Specifications for Construction, and as specified herein.

#### **Materials**

Furnish Straw Wattles manufactured from 100% weed seed free agricultural straw, completely encased in a tight, tubular, biodegradable netting, cinched or knotted on each end in lengths suitable for the intended use to minimize splicing. Furnish biodegradable Wattle netting with 18-month duration and with ½-inch nominal aperture size. Furnish Wattles of the diameter shown on the plans, with corresponding minimum density specified below:

Diameter (inches)	9	12	20
Minimum Density (lbs/ft³)	3.2	3.3	2.4

Furnish 1-inch by 1-inch nominal rectangular wood stakes, minimum 30 inches long. Furnish the Manufacturer's published installation guidelines at least 3 business days prior to installation. Furnish General Certification for material acceptance.

#### Construction

Install Straw Wattles according to the Manufacturer's installation guidelines and as specified herein. Place the Wattle parallel to contours along slopes (toe and/or mid-slope, per plans) and across ditch bottoms. Countersink the Wattle in a 2-inch trench, with the ends turned up 1 to 2 feet up-slope to prevent water flow around the ends. In ditches, grade a low point to cause the weir elevation at the middle of ditch bottom. Secure the Wattle with wood stakes driven through the center of Wattle to 24-inch embedment, and 2-inch maximum protrusion above the wattle. Place stakes along the Wattle at 4 foot maximum spacing, not greater than 2 feet from Wattle ends. Transition between Wattle segments with a staked, 6-inch overlap, or butt joints secured with organic (e.g. coir) twine.

Maintain Straw Wattles in place, replacing broken or deteriorated Wattles as directed. Remove accumulated settlement as directed. Except as otherwise directed, remove Straw Wattles upon full vegetation establishment. Restore un-vegetated areas as directed upon removal.

#### **Measurement and Payment**

The completed work for **DS\_Erosion Control Straw Wattle**, **\_ In. Dia.** will be measured in place and paid for per foot at the contract unit price, exclusive of splice overlaps.

Pay Item	<u>Pay Unit</u>
DS Erosion Control, Straw Wattle,	In. DiaFoot

Payment for **DS\_Erosion Control, Straw Wattle**, **\_ In. Dia.** includes all equipment, labor, and materials to furnish and install wattles as specified, to remove wattles upon vegetation establishment,

except as otherwise directed and sediment removal as required or as directed. Except where damaged by the Contractor's activities, broken and/or deteriorated Straw Wattles replaced as directed will be paid for separately.

Restoration of un-vegetated areas upon removal of Straw Wattles will be paid for separately as **DS\_Turf Restoration** or **DS\_Slope Restoration**, **Native Grass** as applicable.

# CITY OF ANN ARBOR DETAILED SPECIFICATION FOR CLEARING

AA/SDA:APL 1 of 1 05/03/24

#### **Description**

This work shall consist of removing and disposing of all brush, trees, ground cover and miscellaneous debris as shown on the construction plans in accordance with Section 201 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as directed by the Engineer, and as modified herein.

#### Construction

Perform work in accordance with Subsection 201.03 MDOT 2020 Standard Specifications for Construction.

The contract unit price shall be payment in full for all materials, equipment and labor for removing and disposing of any trees not specifically included in tree removal pay items, bushes, brush, ground cover and miscellaneous debris.

Also included with this work shall be any regrading of the immediate area around said work for the purpose of providing drainage routes to installed catch basins, and slope clean-up around repaired slope drains, as required and/or directed by the Engineer. This work shall be entirely completed prior to Contractor placing topsoil, seed, fertilizer and mulch, sodding, or other specified slope treatment as required for the contract.

#### **Measurement and Payment**

Measure and pay for the completed work, as described, at the contract unit price at each location using the following pay item:

Pay Item	Pay Unit
DS_Clearing	Acre

Measure **DS\_Clearing** per acre for the area in which the work was performed, including furnishing all materials, labor and equipment required to complete the work, as specified.

#### CITY OF ANN ARBOR DETAILED SPECIFICATION FOR

#### RECONSTRUCTING GUARDRAIL

AA/SDA:APL 1 of 3 05/03/24

#### **Description**

This work consists of reconstructing guardrails where called for on the plans including placing new steel beams and new or existing fittings on new 96-inch steel posts. Ensure all work is completed in accordance with section 807 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and applicable MDOT Standard Details, except as stated in this special provision, as shown on the plans or in the contract, and as directed by the Engineer.

#### **Materials**

Provide beam elements, anchorages and fittings that have a galvanized surface finish.

Use existing beam elements and guardrail approach terminals for reconstructing guardrail provided that these materials are reusable in their present condition (unbent, galvanized, rust free, proper radius if curved rail). Ensure that existing guardrail approach terminals used for reconstructing guardrail meet current standards. Re-use existing posts, offset/spacer blocks, and wood blockouts that are in good condition, as determined by the Engineer, for reconstructing guardrail. Do not import old posts, beam elements, offset/spacer blocks, or wood blockouts from outside the project for incorporation into this work.

If the quantities of reusable beam elements or curved beam elements of the proper radius are insufficient to complete the reconstructing beam guardrail called for, furnish additional new elements, posts, bolts, reflectors, offset blocks, spacer blocks, wood blockouts, and other pertinent fittings and install at the contract unit price for the applicable new guardrail or curved guardrail pay items. If existing guardrail approach and departing terminals do not meet current standards, furnish and install new standard terminals at the contract unit price for new guardrail approach terminals and departing terminals, respectively. If existing guardrail anchorages do not meet current standards, furnish and install new guardrail anchorages at the contract unit price for new guardrail anchorages.

Refer to MDOT Standard Plan R-60 Series for reconstructing beam guardrail and guardrail post furnished and installed. 96-inch steel posts shall be used for this project. Ensure new posts furnished for the work meet the requirements of section 908 (steel) of the MDOT 2020 Standard Specifications for Construction.

Ensure new offset blocks, spacer blocks, and wood blockouts meet the requirements of section 912 of the Standard Specifications for Construction.

#### Construction

- 1. Disassemble the existing guardrail beam elements and stockpile the reusable beams. Remove concrete anchor blocks at the end of turned-down guardrail anchorages, and concrete footings for old guardrail cable anchorages.
  - A. Take ownership of unusable posts, beam elements and hardware and excess reusable beam elements and hardware, unless otherwise specified on the plans, and remove from the project location.

- B. Dismantle, separate, and stockpile unusable beam elements and endings at an approved location(s) on the project or for eventual pick up by the Department or local agency forces.
- 2. For standard guardrail, drill new 3/4 inch by 2½ inch post bolt slots in the beam elements, if necessary, at 6 foot 3 inch intervals (3 foot, 1½ inch and/or 1 foot, 6¾ inch spacing's where indicated).
- 3. For W-beam backed guardrail and long span guardrail, drill new slots in the beam elements as needed. Applicable criteria from MDOT Standard Plan R-72 Series applies.
- 4. For a thrie-beam retrofit, drill new slots in the beam elements as needed. If necessary, drill new holes in the bridge railing for anchoring the guardrail. Applicable criteria from MDOT Standard Plan B-22 and B-23 Series, respectively, apply.
- 5. For a guardrail anchorage, drill new slots in the beam elements as needed. If necessary, drill new holes in the bridge railing, concrete barrier, or other concrete structure for anchoring the guardrail. Applicable criteria from MDOT Standard Plan R-67, R-71, B-22, and B- 23 Series, respectively, apply.
- Repair zinc coating on beam elements, steel posts, and fittings damaged in transporting, handling, or erection. Apply zinc coating to bare metal surfaces after drilling holes/slots on beam elements. Repair zinc coating according to subsection 716.03.E of the MDOT Standard Specifications for Construction.
- 7. Re-erect the reusable beams on new 96-inch steel posts and offset/spacer blocks at the required spacing. Install the face of the rail at the specified distance from the edge of pavement.
- 8. Re-erect standard guardrail as specified on MDOT Standard Plan R-60 Series and reerect sections of W-beam backed guardrail as specified on MDOT Standard Plan R-72 Series.
- 9. Re-erect thrie-beam retrofit with reusable or new beams, wood blockouts, and miscellaneous hardware, as specified on MDOT Standard Plan B-22 and B-23 Series, respectively.
- 10. Re-erect guardrail anchorage with reusable or new beams, offset blocks, and miscellaneous hardware, as specified on MDOT Standard Plan R-67, R-71, B-22, and B-23 Series, respectively.
- 11. Backfill old postholes and voids caused by removal of concrete anchor blocks and footings using approved material and compaction methods.

Guardrail shall be reconstructed according to the MDOT Standard Plan R-60 Series with the face of guardrail flush with the face of curb as shown in the project plans.

#### **Measurement and Payment**

The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item		Pay Unit
DS Guardrail	I, Reconst, Type B	Foot

**Guardrail, Reconst, Type B** includes all materials, labor, and equipment required for removing and salvaging existing guardrail and components, installing new 96-inch steel posts and reinstalling salvaged or new beams for constructing guardrail including salvaged or new beam components as needed. The work includes:

- A. Removal of existing guardrail, w-beam backed guardrail, guardrail approach terminals, guardrail departing terminals, thrie-beam retrofits, and guardrail anchorages.
- B. Furnishing and installing new 96-inch steel posts.
- C. Furnishing, as necessary, offset blocks, spacer blocks, wood blockouts, bolts, reflectors, and other pertinent fittings.
- D. Backfilling old postholes.
- E. Field drilling beam elements and repairing damaged galvanized surfaces.
- F. Drilling holes in bridge railings, concrete barriers, and other concrete structures as needed.
- G. Transporting beam elements within the project limits.
- H. Dismantling, separating and stockpiling elements and disposing of waste or scrap material.
- I. Reinstallation of salvaged or new components as needed to complete the guardrail installation as shown on the plans.

Payment for **Guardrail**, **Reconst**, **Type B** shall be measured by length in feet along the face of the rail, including reused existing terminals.

#### CITY OF ANN ARBOR DETAILED SPECIFICATION FOR

#### MODIFIED RETAINING WALL REMOVAL

AA/SDA:APL 1 of 1 04/03/24

#### **Description**

This work includes the removal of an existing steel guardrail retaining wall and disposing of all materials, posts and foundations (if present) where shown on the plans in accordance with Section 204 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as directed by the Engineer, and as described herein.

#### **Materials**

Provide materials where required in accordance with those specified in Subsection 204.02 of the MDOT 2020 Standard Specifications for Construction.

#### Construction

Completely remove and dispose of guardrail, hardware, geotextile fabric, posts and any other material comprising the existing retaining wall to the full depth as shown on the plans according to subsection 204.03 of the MDOT 2020 Standard Specifications for Construction, and as directed by the Engineer.

Backfill post holes as required per subsection 204.03 of the MDOT 2020 Standard Specifications for Construction.

#### **Measurement and Payment**

Measure and pay for the completed work, as described, at the contract unit price at each location using the following pay item:

Pay Item	Pay Unit
DS Retaining Wall, Rem, Modified	Foot

Measure **DS\_Retaining Wall, Rem, Modified** in place by the unit linear foot along the top of the wall and pay for it at the contract unit price, which includes the costs for all labor, equipment, and materials necessary to complete the work.

# CITY OF ANN ARBOR DETAILED SPECIFICATION FOR PAVEMENT REMOVAL FOR BUTT JOINTS

AA/SDA:APL 1 of 1 05/23/24

#### Description

This work shall consist of removing and disposing of an existing paved surface to the thickness of the proposed overlay for the full width of the joint as shown on the construction plans in accordance with Section 501 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as directed by the Engineer, and as modified herein.

#### Construction

Pavement removal for butt joints shall consist of saw cutting the existing paved surface to the full depth of the expected placement and removing the existing surface by milling or chipping to that depth for the areas shown on the plans or as directed by Engineer.

The contract unit price shall be payment in full for all materials, equipment and labor for removing and disposing of removed pavement materials and any miscellaneous debris.

Perform work in accordance with Subsection 501 MDOT 2020 Standard Specifications for Construction.

#### **Measurement and Payment**

Measure and pay for the completed work, as described, at the contract unit price at each location using the following pay item:

Pay Item	Pay Unit
DS Pavt for Butt Joints, Rem	Square Yard

Measure **DS\_ Pavt for Butt Joints, Rem** per square yard for the area in which the work was performed, including furnishing labor and equipment required to complete the work and disposing of all materials, as specified.

#### CITY OF ANN ARBOR

# DETAILED SPECIFICATION FOR MECHANICALLY STABILIZED EARTH WELDED WIRE FORM WALL

AA/SDA:APL 1 of 10 10/24/25

#### **Description**

This item includes furnishing all materials and labor required for the design and construction of a mechanically stabilized earth (MSE) welded wire form (WWF) retaining wall with geogrid reinforcement. Perform work in accordance with the requirements of this specification and in acceptable conformity with the lines, grades, design and dimensions shown in the project plans. This work also includes the preparation and submittal of detailed shop drawings for the City's approval.

The following definitions apply when used herein and on the plans:

MSE WWF Wall System. A soil-retaining system employing either strip or grid-type metallic tensile soil reinforcement in the soil mass and a facing that is vertical or nearly vertical. The system includes wire facing panels, steel reinforcement, connecting hardware, leveling pad, bearings, special corner components and any other materials necessary to complete the work.

<u>Manufacturer</u>. The individual or legal entity that performs part of the work through a contract agreement with the Contractor. This includes an individual or legal entity that owns the patent, product trademark, product copyright or product name for the approved MSE wall system. This includes an individual or legal entity that supplies materials for construction of the MSE wall system. This includes an individual or legal entity that fabricates components of the MSE wall system through a licensing agreement with the owner of the patent, product trademark, product copyright or product name.

<u>Designer</u>. An individual who is a Professional Engineer licensed in the State of Michigan, is employed by a company that is a subcontractor to the Contractor and is responsible for the design and working drawings required herein.

<u>Checker</u>. A Professional Engineer licensed in the State of Michigan who is employed by the same company as the Designer and is responsible for verifying and checking the design and working drawings developed by or under supervision of the Designer.

<u>Load and Resistance Factor Design (LFRD)</u>. The *AASHTO LRFD Bridge Design Specifications*, which the design must satisfy unless otherwise specified herein.

#### Design

<u>Designer Responsibility</u>. The Designer is responsible for the internal stability of the reinforced soil mass and all components of the MSE wall system. Perform the design in accordance with the specific *LRFD* articles referenced and to all other applicable *LRFD* articles, except as specified herein. Specify the facing batter necessary to prevent outward rotation of the MSE wall system during loading. Do not apply seismic forces for the internal stability design.

Design MSE walls with permanent wire faced walls for a 100-year service life in accordance with *LRFD Article* 11.10.6.4.2.

A. <u>Internal Stability</u>. Satisfy *LRFD Article 11.10.6*. Use only the Simplified Method to compute the internal stability including definition of the failure plane. Use a friction angle of 32 degrees and a unit weight of 120 pcf for soil within the reinforced soil mass. Extend the soil reinforcement sufficiently beyond the failure plane to stabilize the retained backfill material. In the absence of site-specific information, assume the retained backfill material behind the reinforced soil mass to be cohesionless with a friction angle of 30 degrees and a unit weight of 120 pcf.

Account for external loads which affect the internal stability such as those applied through piling, bridge footings, traffic, slopes, surcharges, differential hydrostatic pressures, lateral loads from parapets, traffic barriers, guardrail posts, soundwalls, light poles and sign supports.

Account for vehicle collision force. Design MSE wall for vehicular collision force per sections 3.6.5.1 and C3.6.5.1 of the LRFD. The vehicular collision force is to be assumed to act in a direction of 15 degrees with the edge of the pavement in a horizontal plane and to be distributed over an area 5 feet long by 2 feet high.

- B. <u>Live Load Surcharge</u>. Use a unit weight of 120 pcf for surcharges.
  - 1. <u>Traffic Loading</u>. Apply live load surcharges in accordance with *LRFD Article 3.11.6.4*. Do not use a surcharge less than 3 feet in height.
  - 2. <u>Loading other than Traffic</u>. Apply surcharges in accordance with *LRFD Articles 3.11.6.1* through 3.11.6.3.
- C. <u>Traffic Loads on Barriers</u>. Apply impacts to barriers in accordance with *LRFD Article* 11.10.10.2.
- D. <u>Hydrostatic Pressures</u>. Satisfy *LRFD Article 11.10.10.3*. Consider the high-water level to be the 100-year event shown on the plans.
- E. Obstructions in the Reinforced Soil Mass. Satisfy *LRFD Article 11.10.10.4*. Account for all obstructions/appurtenances behind, in front of, under, mounted upon, or passing through the wall such as drainage structures, traffic barrier, utilities, abutments, piers, piles, guardrail posts or other items shown on the plans in the stability design of the wall and in details of all connections and soil reinforcement. Accurately show all obstructions/appurtenances on the working drawings. Notify the Engineer of any potential irresolvable conflicts prior to fabrication. The splay angle of soil reinforcement is limited to a maximum of 15 degrees per *LRFD C11.10.10.4*.
- F. <u>MSE Abutments</u>. Satisfy *LRFD Article 11.10.11* for MSE walls interfacing with bridge abutments, piers, and other structures as necessary.
- G. Wall Embedment and Leveling Pad. Embed MSE wall not less than 42 inches (measured to the top of the leveling pad), unless otherwise specified on the plans. The embedment requirements do not apply to temporary MSE walls with a level slope in front of the wall unless frost heave is anticipated during construction. For temporary MSE walls with sloping ground (1V:4H or steeper) in front of the wall the temporary MSE wall embedment must be per *LRFD Articles 11.10.2.2 and C11.10.2.2* and a minimum 4-foot-wide bench in front of the wall provided. Leveling pad elevations are the responsibility of the Designer unless

otherwise shown on the plans. Provide for a leveling pad that is not less than 8 inches thick and 18 inches wide.

H. <u>Soil Reinforcement</u>. Satisfy *LRFD Articles 11.10.2.1. and 11.10.6*. Do not use extensible soil reinforcements in the design. Limit vertical spacing of soil reinforcement for wire faced walls to 2 feet maximum or shown on the plans. Connect all designed soil reinforcements placed in the reinforced soil mass to the wall face. Do not design for a yield strength of more than 65 Kips per square inch (ksi).

Determine the required length of the soil reinforcement by design, but do not use a length less than all of the following for walls without a sloping backslope:

- 0.7 times the wall height (H) as depicted in LRFD Figure 11.10.2-1;
- 8 feet or;
- As noted on the plans.

Determine the required length of the soil reinforcement by design, but do not use a length less than all of the following for walls with a sloping backslope:

- 0.8 times the wall height (H) as depicted in *LRFD Figure 11.10.2-1*;
- 8 feet or:
- As noted on the plans.

Use a uniform soil reinforcement length throughout the entire height of the wall for each design wall section.

Use galvanized soil reinforcement for all applications designed for a 100-year service life.

- I. Wire Facing Panels. Satisfy *LRFD Articles* 11.10.2.3 and 11.10.6.
- J. Special Corner Units. Satisfy LRFD Articles 11.10.2.3 and 11.10.6. Design special corner units for walls where a change of direction from a straight line creates an included angle of 120 degrees or less. Ensure corner elements are separated from the adjacent wire facing panels and secured by means of separate soil reinforcement. Include isolation joints that function similar to corner units in the design and working drawings to increase tolerance for differential settlement when necessary. When two intersecting walls form an enclosed angle of 70 degrees or less, ensure the affected portion of the walls is designed as an internally tied bin structure with at-rest earth pressure coefficients.
- K. <u>Part-Width Construction</u>. Provide all required MSE wall details necessary for construction when bridge substructure is built using part-width construction techniques.

#### **Submittals**

Submit complete design calculations, working drawings, notes, and material specifications for the proposed wall system to the Engineer for review prior to fabrication. Do not start fabrication until approval has been received from the City. The City will require 21 calendar days for each review cycle and revisions may be required following each review. No extension of time or additional compensation will be granted due to delays in preparing the final working drawings, calculations and material specifications or securing approval from the City. An exception may

be granted for an extension of time only in the event that the City's review of a submittal exceeded 21 calendar days and if it can be shown that such a delay impacts the final project completion date.

Include detailed design calculations, working drawings, notes, and material specifications in every submittal. Ensure all submittals are in PDF files submitted to the Engineer. Hard copies of submittals will not be accepted. A submittal set, indicating revisions to be made, will be returned following each review. Revise and furnish the final detailed design calculations, working drawings, notes, and material properties sealed by the Designer for distribution. Ensure the Designer's seal is clearly visible on the calculations and working drawings.

Submittal requirements contained herein apply to both permanent and temporary MSE walls.

A. <u>Calculations</u>. Provide detailed design calculations, notes, and material specifications on 8.5 by 11 inch sheets and include the City's project designations (project name and job number), wall designations, page number, date of preparation and initials of the Designer and Checker.

Provide design calculations and explanatory notes that are legible and that demonstrate the design criteria have been met. Include example hand calculations for the tallest wall and most severe external loading conditions for project specific sections which illustrate conformance of the computer programs with the design criteria. Clearly indicate the factored loads and factored resistance in the calculation of sliding, pullout, overturning and the applied bearing pressure.

B. <u>Working Drawings</u>. Prepare working drawings on 11 by 17 inch sheets including borders. Provide a title block in the lower right-hand corner of each sheet. Include the sheet number, wall name or designation and the City's project designations (project name and job number) within all title blocks.

Include all details, dimensions, quantities, and cross sections on the working drawings necessary to construct the wall for full or part-width construction including, but not limited to the following items:

- 1. Plan and elevation sheets for each wall showing the following:
  - a. Elevation views of the walls must note top of wall elevations (defined as where the finished grade intersects the back of the wall face) at all horizontal and vertical break points and at least every 50 feet along the wall face; top of leveling pad elevations at all steps and at least every 50 feet along the wall face; length, type and size of soil reinforcement; location of changes in soil reinforcement embedment length and type; original and final ground lines; and applied bearing pressure.
  - b. Plan views of the walls must note the offsets from the construction centerline to the wall reference line at all changes in horizontal alignments and beginning and ending stations of the wall. The location and size of any obstructions/appurtenances that are behind, in front of, under, mounted upon, or passing through the wall (i.e. drainage structures, traffic barrier, utilities, abutments, piers, piles, or guardrail posts or other items shown on the plans) must also be clearly shown.
  - c. Typical cross sections showing the relationship between existing ground elevations

and proposed grades, construction limits, excavation limits and fill requirements. Include obstructions/appurtenances that are behind, in front of, under, mounted upon, or passing through the wall such as drainage structures, traffic barrier, utilities, abutments, piers, piles, guardrail posts or other plan items.

- d. Construction and material specification notes.
- e. Horizontal and vertical curve data for laying out and constructing the walls.
- f. Summary of material quantities on the elevation sheet of each wall.
- 2. Detail sheets for each wall showing the following:
  - a. Leveling pad details showing elevations and dimensions at all steps for the full length of the wall.
  - b. Details which show all dimensions necessary to construct the welded wire forms and the location of soil reinforcement connection elements. Include position tolerances for connection elements in the details.
  - c. Parapet barriers, curbs, sidewalks, etc. to be placed on top of the wall.
  - d. Construction around obstructions/appurtenances that are behind, in front of, under, mounted upon, or passing through the wall such as drainage structures, traffic barrier, utilities, abutments, piers, piles, guardrail posts or other items shown on the plans. Show details for diverting reinforcement elements around obstructions for each specific occurrence.
  - e. Foundation underdrains and impervious membranes detailed on the plans.

<u>Notice of Beginning Work</u>. Follow subsection 708.03.B of the Standard Specifications for Construction for shop inspection and prefabrication meeting requirements.

#### <u>Materials</u>

The Contractor shall make arrangements to purchase all MSE WWF materials, including wire mesh reinforcement and backing materials, and all necessary incidentals from one of the following MSE Wall Systems or approved equal:

Hilfiker Retaining Walls	Reinforced Earth Company
1902 Hilfiker Lane	1444 North Farnsworth Ave., Suite 505
Eureka, California 95503-5711	Aurora, Illinois 60505
(800) 762-8962	(630) 898-3334
www.hilfiker.com	www.reinforcedearth.com
SSL	Earth Retention
4740 Scotts Valley Drive, Suite E	Rope Mill Parkway
Scotts Valley, California 95066	Woodstock, GA 30188
(831) 430-9300	ph. 678.903.3614
www.mseplus.com	www.earthretention.com

All materials shall be according to the standard detail for Permanent Welded Wire Form Facing Wall in the construction plans and applicable sections in Division 9 of the MDOT 2020 Standard Specifications for Construction. In addition, any materials to be considered must be manufactured, assembled and tested in the contiguous United States of America. Letters of certification must accompany any and all products.

#### 1. Wire Reinforcement and Cap Mesh:

A. Welded wire fabric for facing shall be formed by a 90-degree bend of the soil wire reinforcement mesh and a prong to interlock with the soil reinforcing mesh above. The reinforcing mesh shall be shop fabricated of cold drawn steel wire and shall be welded into the finished mesh fabric conforming to the minimum requirements of ASTM A-1064, with a yield strength minimum of 450 MPa [65 ksi]. Welded Wire Mesh, support struts and hardware shall be as per project specifications and will be hot dip galvanized (2.0 oz./SF, ASTM A-123; 605 g/m2). Any damage done to the mesh galvanization prior to installation shall be repaired in an acceptable manner and in a galvanized coating comparable to that provided.

#### 2. Backing Materials:

- A. Structural Geogrid: The contractor shall use ER uniaxial polyester geogrid as manufactured by Earth Retention or approve equal.
- B. Biaxial Grid Face Wrap: The contractor shall use ER1120 biaxial high density polypropylene geogrid as manufactured by Earth Retention or approve equal.
- C. Geotextile: Where required, as shown on the plans, geotextile filter fabric shall meet AASHTO M2888 Class 3 requirements.

#### 3. Wall Face Stone

Furnish hard, durable rock that is resistant to weathering and free of organic and spoil material. Face stone material shall conform to the following properties.

	Minimum	Maximum
(a) Unit mass of a filled basket	95 pcf	105 pcf
(b ) Gradation dimension	1 inch	4 inches

The Contractor shall supply a written Certificate of Compliance that the face stone material meets the properties specified above and section 916 of the MDOT 2020 Standard Specifications for Construction.

#### 4. Granular Backfill Materials

As shown on the plans, granular backfill materials for the WWF structure shall be reasonably free from organic and otherwise deleterious materials and shall conform to the following gradation limits as determined by ASTM D-422:

Sieve Designation	Percent by Weight Passing Standard Sieves	
_	(AASHTO T 27 & T 11)	
1.5 inches (38.1 mm)	100%	
1/2 inch (12.7 mm)	50 - 100%	
3/8 inch (9.5 mm)	0 – 40%	
No. 200 (75 µm)	0 – 15%	

The backfill shall conform to all of the following additional requirements:

- A. The Plasticity Index (P.I.), as determined by ASTM D-4318 (AASHTO T 90), shall not exceed 6.
- B. The fraction finer than 75 microns (0.075 mm), as determined by ASTM D-422 (AASHTO T-88) shall not exceed 15 percent.
- C. The material shall exhibit an angle of internal friction of not less than 34 degrees, as determined by the standard direct shear test ASTM D-3080-72 (AASHTO T-236), utilizing a sample of the material compacted to 90% percent of ASTM D-1557-92. No testing is required for backfill where 80 percent of the material is greater than ¾ inch (19 mm). Before construction begins, the borrow selected shall be subject to show conformance with this frictional requirement.

In addition, backfill materials shall also meet the following corrosion requirements:

Resistivity	> 3000 OHM-cm (min)	AASHTO T 288
pH	5.0 to 8.0, inclusive	AASHTO T 289
Chlorides	< 100 mg/kg (ppm)	AASHTO T 291
Sulfates	< 200 mg/kg (ppm)	AASHTO T 290
Organic Content	<1%	AASHTO T267-86

If the resistivity is greater than or equal to 5,000 ohm-cm, the chlorides and sulfates requirements may be waived.

#### 5. Acceptance of Material

The Contractor shall furnish the Owner's Engineer a Certificate of Compliance certifying that the granular backfill material complies with this section of the specifications. A copy of all test results performed by the Contractor, which are necessary to assure compliance with the specifications, should also be furnished to the Owner's Engineer.

The frequency of sampling of Granular Backfill necessary to assure the above-mentioned requirements shall be directed by the Owner's Engineer.

Backfill not conforming to this specification shall not be used without written consent of the Engineer.

#### Construction

- Wall Excavation: Wall excavation shall be in accordance with the requirements of the Project specifications and in reasonably close conformity with the limits and construction stages shown on the plans. All excavation cuts and slopes shall be in accordance with governing safety regulations.
- 2. Foundation Preparation: The foundation for the structure shall be graded level for a width equal to or exceeding the length of the reinforcement mat or as shown on the plans. Prior to wall construction, the foundation, if not in rock, shall be compacted, as directed by the Owner's Engineer.
  - Any unsuitable foundation material below the reinforced soil volume, as determined by the Owner's Engineer, shall be excavated for the full length of mat reinforcements, and to a depth as directed by the Owner's Engineer. Excavated unsuitable material shall be replaced as directed by the Owner's Engineer.
- 3. MSE Wall Erection: Welded wire form facing materials, biaxial and uniaxial geogrid materials shall be placed in 18" successive horizontal lifts in the sequence shown on the plans as backfill placement proceeds. Each standard lift must have the ability to compress a minimum of 2" without creating any outward bulge of the facing elements. Vertical tolerance (plumbness) and horizontal alignment tolerance shall not exceed two (2) inches (51mm) when measured at the junction of the wire facing and soil reinforcement along a 10-foot (3 m) straight edge.
  - The overall vertical tolerance of the wall (top and bottom) after construction shall not exceed one (1) inch (25 mm) per ten (10) feet (3 m) of wall height unless the wall design requires a battered facing. For battered facing structures, the overall tolerance from the theoretical battered locations shall not exceed one-half (1/2) inch (13 mm) per ten (10) feet (3 m) of battered wall height.
- 4. Face Stone Placement: Remove all kinks and folds in the wire mesh and properly align the wire form. Place geotextile and biaxial geogrid wrap, then place face stone material carefully in the to prevent damage to the geotextile or bulging of the wire form and to minimize voids in the face stone fill. Maintain the wire form alignment.
  - Completely fill the wire form to the 18-inch depth so that the geotextile and biaxial geogrid wrap will bear on the rock from the next layer when it is secured. Ensure that all surfaces are smooth and neat.
- 5. Backfill Placement: Backfill placement shall closely follow erection of each course of reinforcement mats. Backfill shall be placed in such a manner as to avoid any damage or disturbance to the wall materials or misalignment of the facing. Any wall materials, which become damaged or disturbed during backfill placement, shall be either removed and replaced at the Contractor's expense or corrected, as directed by the Owner's Engineer. The Contractor, at their expense, shall correct any misalignment or distortion of the wall facing due to placement of backfill outside the limits of this specification.

Backfill shall be compacted to 95 percent of AASHTO T 99 method C or D, with oversize correction, at optimum moisture content (±2%).

The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer. Backfill material shall have a placement moisture content equal to or within two percentage points of optimum moisture content (Wopt ±2%). Backfill material with placement moisture content in excess or less than Wopt ±2% shall be removed and reworked until the moisture content is uniformly acceptable throughout the entire lift. The Contractor shall decrease the percentage of deviation from optimum moisture, if necessary, to obtain the specified density. The optimum moisture content shall be determined in accordance with AASHTO T 99 Standard Proctor Method A, with coarse particle correction according to AASHTO T 224.

Backfill shall be placed in complete horizontal lifts. The maximum lift thickness after compaction shall not exceed twelve (12) inches (305 mm). The Contractor shall decrease this lift thickness, if necessary, to obtain the desired density.

Compaction within three (3) feet of the backface of the wall facing shall be achieved by at least three (3) passes of a lightweight mechanical tamper, roller or vibratory system. Soil density tests are not generally required within this area.

At the end of each day's operation, the Contractor shall slope the last level of backfill away from the wall facing to rapidly direct run-off of rainwater away from the wall face. In addition, the Contractor shall not allow surface run-off from adjacent areas to enter the wall construction.

#### **Measurement and Payment**

Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

Pay Item Pay Unit

DS_Mechanically Stabilized Earth Wall, Welded Wire Form, Furn and Install	Square Foot
DS_Biaxial Geogrid	Square Yard
DS_Uniaxial Geogrid	Square Yard
DS Geotextile	Square Yard
DS Granular Backfill	Cubic Yard
DS 1 inch Min to 4 inch Max Face Stone	Cubic Yard

The pay items include all materials, labor, and equipment necessary to complete the work as described in this specification.

The unit of measurement for **DS\_Mechanically Stabilized Earth Wall, Welded Wire Form, Furn and Install** will be the square foot of wall surface area completed and in place including the embedded wall face. The quantity to be paid for will be the actual quantity erected in place at the site. Payment shall include compensation for all labor, equipment and materials required to prepare the wall foundation, and position the backing mats, screens, struts, and any hardware required for the construction of the welded wire form as shown on the plans.

The unit of measurement for DS\_Biaxial Geogrid, DS\_Uniaxial Geogrid and DS\_Geotextile will

per square yard of material area completed and in place. The quantity to be paid for will be the actual quantity installed at the site. Payment shall include compensation for all labor, equipment and materials required to place the geogrid reinforcement and geotextile as shown on the plans.

The unit of measurement for **DS\_Granular Backfill** will be per cubic yard of material furnished and installed for the proposed mechanically stabilized earth welded wire form retaining wall per the construction plans. The quantity to be paid for will be the actual quantity installed at the site. Payment shall include compensation for all labor, equipment and materials required to place the geogrid according to the specifications and as shown on the plans.

The unit of measurement for **DS\_1** inch **Min to 4** inch **Max Face Stone** will be per cubic yard of material furnished and installed for the proposed mechanically stabilized earth welded wire form retaining wall per the construction plans. The quantity to be paid for will be the actual quantity installed at the site. Payment shall include compensation for all labor, equipment and materials required to place the geogrid according to the specifications and as shown on the plans.

Excavation and backfill performed during WWF construction shall be paid for under separate items for **Earth Excavation** and **Embankment** in accordance with the construction plans and specifications.

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#### **Description**

This work shall consist of furnishing and installing riprap as shown on the construction plans per the requirements of the City of Ann Arbor (CAA) 2025 Standard Specifications for Construction and the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as directed by the Engineer, and as specified herein.

#### **Materials**

Provide natural stone riprap in accordance with Article 8 of the 2025 CAA Standard Specifications for Construction and Section 916 of the MDOT 2020 Standard Specifications for Construction.

#### Construction

Perform work in accordance with Article 10 of the 2025 CAA Standard Specifications for Construction, Section 813 of the MDOT 2020 Standard Specifications for Construction and the Michigan Department of Environment, Great Lakes and Energy (EGLE) Nonpoint Source Best Management Practices Manual for Riprap-Stabilized Outlet (v2012.12.5):

EGLE Nonpoint Source Best Management Practices Manual - Riprap Stabilized Outlet

#### **Measurement and Payment**

Measure and pay for the completed work, as described, at the contract unit price at each location per the following CAA standard pay item for **Riprap**, **Plain** or **Riprap**, **Heavy** as applicable in accordance with Article 11 of the 2025 CAA Standard Specifications for Construction.

## 8 INCH POLYVINYL CHLORIDE (PVC) STORM SEWER

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#### **Description**

This work consists of the furnishing and installation of 8-inch diameter Polyvinyl Chloride (PVC) storm sewer as shown on the plans and per the requirements of the City of Ann Arbor (CAA) 2025 Standard Specifications for Construction.

#### **Materials**

Provide 8-inch diameter Polyvinyl Chloride (PVC) meeting the requirements of ASTM D-3034. Acceptable materials are as follows:

- PVC Schedule 40 sewer pipe manufactured in accordance with ASTM D-1785
- SDR 26 PVC sewer pipe manufactured in accordance with ASTM D-2241

Backfill material shall be in accordance with Article 10 of the CAA 2025 Standard Specifications for Construction.

#### Construction

Complete this work in accordance with the CAA 2025 Standard Specifications for Construction and CAA Standard Detail SD-TD-2.

#### **Measurement and Payment**

Measure and pay for the completed work, as described, at the contract unit price per foot using the following pay item:

Pay Item	Pay Unit
DS 8 In., PVC Storm Sewer, SD-TD-2	Foot

Measure **DS\_8 In., PVC Storm Sewer, SD-TD-2** per each including furnishing all materials, labor and equipment required to complete the work, as specified.

#### **MODIFIED 24 INCH DIAMETER STORM INLET**

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#### Description

This work shall consist of constructing a 24-inch diameter polyvinyl chloride (PVC) storm inlet with ductile iron dome grate where specified on the construction plans. All work shall be in accordance with the City of Ann Arbor (CAA) 2025 Standard Specifications for Construction, Section 403 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, and as specified herein.

#### **Materials**

The modified 24-inch diameter storm inlet shall be the Nyloplast Drain Basin with Dome Grate (24-inch diameter) as manufactured by Advanced Drainage Systems (ADS) or approved equal. Drain basin, dome grate, inlet/outlet adapters, and any other hardware or materials required to complete the installation and connections to underdrains or pipes as shown the plans shall be included in the pay item.

#### Construction

Installation and backfill shall be per the manufacturer's requirements and the City of Ann Arbor (CAA) 2025 Standard Specifications for Construction.

#### **Measurement and Payment**

Measure and pay for the completed work, as described, at the contract unit price at each location using the following pay item:

Pay Item	Pay Unit
DS_Storm Single Inlet, 24 In. Dia., (0-8' deep), Modified	Each

Measure **DS\_Storm Single Inlet, 12 In. X 12 In., (0-8' deep)** per each including furnishing all materials, labor and equipment required to complete the work, as specified.

#### **ACCEPTANCE OF HMA MIXTURES**

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#### **Description**

This special provision provides sampling and testing requirements for local agency projects using the roller method and the nuclear density gauge testing. Provide the hot mix asphalt (HMA) mixture in accordance with the requirements of the standard specifications, except as modified herein.

#### **Materials**

Provide aggregates, mineral filler (if required), and asphalt binder to produce a mixture proportioned within the master gradation limits shown in the contract, and meeting the uniformity tolerance limits in Table 1.

**Table 1: Uniformity Tolerance Limits for HMA Mixtures** 

Parameter		Top and Leveling Course		Base Course		
Number	Description		Range 1 (a)	Range 2	Range 1 (a)	Range 2
1	% Binder Content		-0.30 to +0.40	±0.50	-0.30 to +0.40	±0.50
	ng	# 8 and Larger Sieves	±5.0	±8.0	±7.0	±9.0
2	% ISSI	# 30 Sieve	±4.0	±6.0	±6.0	±9.0
	Ра	# 200 Sieve	±1.0	±2.0	±2.0	±3.0
3	Crus	shed Particle Content (b)	Below 10%	Below 15%	Below 10%	Below 15%

a. This range allows for normal mixture and testing variations. The mixture must be proportioned to test as closely as possible to the Job-Mix-Formula (JMF).

Parameter number 2 as shown in Table 1 is aggregate gradation. Each sieve will be evaluated on one of the three gradation tolerance categories. If more than one sieve exceeds Range 1 or Range 2 tolerances, only the one with the largest exceedance will be counted as the gradation parameter.

The master gradation should be maintained throughout production; however, price adjustments will be based on Table 1. Aggregates which are to be used in plant mixed HMA mixtures must not contain topsoil, clay, or loam.

#### Construction

Submit a Mix Design and a JMF to the Engineer. Do not begin production and placement of the HMA until receipt of the Engineer's approval of the JMF. Maintain the binder content, aggregate gradation, and the crushed particle content of the HMA mixture within the Range 1 uniformity tolerance limits in Table 1. For mixtures meeting the definition of top or leveling course, field regress air void content to 3.5 percent with liquid asphalt cement unless specified otherwise on HMA application estimate. For mixtures meeting the definition of base course, field regress air void content to 3.0 percent with liquid asphalt cement unless specified otherwise on HMA application estimate.

b. Deviation from JMF.

Ensure all persons performing Quality Control (QC) and Quality Assurance (QA) HMA field sampling are "Local Agency HMA Sampling Qualified" samplers. At the pre-production or preconstruction meeting, the Engineer will determine the method of sampling to be used. Ensure all sampling is done in accordance with MTM 313 (Sampling HMA Paving Mixtures) or MTM 324 (Sampling HMA Paving Mixtures Behind the Paver). Samples are to be taken from separate hauling loads.

For production/mainline type paving, obtain a minimum of two samples, each being 20,000 grams, each day of production, for each mix type. The Engineer will sample and maintain possession of the sample. Sampling from the paver hopper is prohibited. Each sample will be divided into two 10,000 gram parts with one part being for initial testing and the other part being held for possible dispute resolution testing. Obtain a minimum of three samples for each mix type regardless of the number of days of production.

Obtain samples that are representative of the day's paving. Sample collection is to be spaced throughout the planned tonnage. One sample will be obtained in the first half of the tonnage and the second sample will be obtained in the second half of the tonnage. If planned paving is reduced or suspended, when paving resumes, the remaining sampling must be representative of the original intended sampling timing.

Ensure all persons performing testing are Bit Level One certified or Bit QA/QC Technician certified.

Ensure daily test samples are obtained, except, if the first test results show that the HMA mixture is in specification, the Engineer has the option of not testing additional samples from that day.

At the pre-production or preconstruction meeting, the Engineer and Contractor will collectively determine the test method for measuring asphalt content (AC) using MTM 319 (Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method) or MTM 325 (Quantitative Extraction of Bitumen from HMA Paving Mixtures). Back calculation will not be allowed for determining asphalt content.

Ensure all labs performing local agency acceptance testing are qualified labs per the *HMA Production Manual and the Michigan Quality Assurance Procedures Manual*, and participate in the MDOT round robin process, or they must be *AASHTO Materials Reference Laboratory* (AMRL) accredited for *AASHTO T30* or *T27*, and *AASHTO T164* or *T308*. Ensure on non-National Highway System (NHS) routes, Contractor labs are made available, and may be used, but they must be qualified labs as previously stated. Contractor labs may not be used on NHS routes. Material acceptance testing will be completed by the Engineer within 14 calendar days, except holidays and Sundays, for projects with less than 5,000 tons (plan quantity) of HMA and within 7 calendars days, except holidays and Sundays, for projects with 5,000 tons (plan quantity) or more of HMA, after the Engineer has obtained the samples. QA test results will be provided to the Contractor after the Engineer receives the QC test results. Failure on the part of the Engineer or the laboratory to provide QA test results within the specified time frame does not relieve the Contractor of their responsibility to provide an asphalt mix within specifications.

The correlation procedure for ignition oven will be established as follows. Asphalt binder content based on ignition method from MTM 319. Gradation (ASTM D5444) and Crushed particle content (MTM 117) based on aggregate from MTM 319. The incineration temperature will be established at the pre-production meeting. The Contractor will provide a laboratory mixture sample to the acceptance laboratory to establish the correction factor for each mix. Ensure this sample is

provided to the Engineer a minimum of 14 calendar days prior to production.

For production/mainline type paving, the mixture may be accepted by visual inspection up to a quantity of 500 tons per mixture type, per project (not per day). For non-production type paving defined as driveways, approaches, and patching, visual inspection may be allowed regardless of the tonnage.

The mixture will be considered out-of-specification, as determined by the acceptance tests, if for any one mixture, two consecutive tests per parameter, (for Parameter 2, two consecutive aggregate gradations on one sieve) are outside Range 1 or Range 2 tolerance limits. If a parameter is outside of Range 1 tolerance limits and the second consecutive test shows that the parameter is outside of Range 2, then it will be considered to be out of Range 1 specification. Consecutive refers to the production order and not necessarily the testing order. Out-of-specification mixtures are subject to a price adjustment per the Measurement and Payment section of this special provision.

Contractor operations will be suspended when the mixture is determined to be out of specification, but contract time will continue to run. The Engineer may issue a Notice of Non-Compliance with Contract Requirements (Form 1165), if the Contractor has not suspended operations and taken corrective action. Submit a revised JMF or proposed alterations to the plant and/or materials to achieve the JMF to the Engineer. Effects on the Aggregate Wear Index (AWI) and mix design properties will be taken into consideration. Production and placement cannot resume until receipt of the Engineer's approval to proceed.

Pavement in-place density will be measured using one of two approved methods. The method used for measuring in-place density will be agreed upon at a pre-production or preconstruction meeting.

Pavement in-place density tests will be completed by the Engineer during paving operations and prior to traffic staging changes. Pavement in-place density acceptance testing will be completed by the Engineer prior to paving of subsequent lifts and being open to traffic.

#### Option 1 - Direct Density Method

Use of a nuclear density gauge requires measuring the pavement density using the Gmm from the JMF for the density control target. The required in-place density of the HMA mixture must be 92.0 to 98.0 percent of the density control target. Nuclear density testing and frequency will be in accordance with the MDOT Density Testing and Inspection Manual.

#### Option 2 - Roller Method

The Engineer may use the Roller Method with a nuclear or non-nuclear density gauge to document achieving optimal density as discussed below.

Use of the density gauge requires establishing a rolling pattern that will achieve the required inplace density. The Engineer will measure pavement density with a density gauge using the Gmm from the JMF for the density control target.

Use of the Roller Method requires developing and establishing density frequency curves and meeting the requirements of Table 2. A density frequency curve is defined as the measurement and documentation of each pass of the finished roller until the in-place density results indicate a decrease in value. The previous recording will be deemed the optimal density. The Contractor is responsible for establishing and documenting an initial or QC rolling pattern that achieves the

optimal in-place density. When the density frequency curve is used, the Engineer will run and document the density frequency curve for each half day of production to determine the number of passes to achieve the maximum density. Table 5, located at the end of this special provision, can be used as an aid in developing the density frequency curve. The Engineer will perform density tests using an approved nuclear or non-nuclear gauge per the manufacturer's recommended procedures.

Table 2: Minimum Number of Rollers Recommended Based on Placement Rate

Average Laydown Rate,	Number of Rolle	Number of Rollers Required (a)	
Square Yards per Hour	Compaction	Finish	
Less than 600	1	1 (b)	
601 - 1200	1	1	
1201 - 2400	2	1	
2401 - 3600	3	1	
3601 and More	4	1	
Number of rollers may increase based on density frequency curve.     The compaction roller may be used as the finish roller also.			

After placement, roll the HMA mixture as soon after placement as the roller is able to bear without undue displacement or cracking. Start rolling longitudinally at the sides of the lanes and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the drum. Ensure each required roller is 8 tons minimum in weight unless otherwise approved by the Engineer.

Ensure the initial breakdown roller is capable of vibratory compaction and is a maximum of 500 feet behind the paving operations. The maximum allowable speed of each roller is 3 miles per hour (mph) or 4.5 feet per second. Ensure all compaction rollers complete a minimum of two complete rolling cycles prior to the mat temperature cooling to 180 degrees Fahrenheit (F). Continue finish rolling until all roller marks are eliminated and no further compaction is possible. The Engineer will verify and document that the roller pattern has been adhered to. The Engineer can stop production when the roller pattern is not adhered to.

#### **Measurement and Payment**

The completed work, as described, will be measured and paid for using applicable pay items as described in subsection 501.04 of the Standard Specifications for Construction, or the contract, except as modified below.

Base Price is the price established by the Department to be used in calculating incentives and adjustments to pay items and shown in the contract.

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 1, but not the Range 2, tolerance limits, that mixture parameter will be subject to a 10 percent penalty. The 10 percent penalty will be assessed based on the acceptance tests only unless the Contractor requests that the 10,000 gram sample part retained for possible dispute resolution testing be tested. The Contractor has 4 calendar days from receipt of the acceptance test results to notify the Engineer, in writing, that dispute resolution testing is requested. The Contractors QC test results for the corresponding QA test results must result in

an overall payment greater than QA test results otherwise the QA tests will not be allowed to be disputed. The Engineer has 4 calendar days to send the dispute resolution sample to the lab once dispute resolution testing is requested. The dispute resolution sample will be sent to an independent lab selected by the Local Agency, and the resultant dispute test results will be used to determine the penalty per parameter, if any. Ensure the independent lab is a MDOT QA/QC qualified lab or an AMRL HMA qualified lab. The independent lab must not have conflicts of interest with the Contractor or Local Agency. If the dispute testing results show that the mixture parameter is out-of-specification, the Contractor will pay for the cost of the dispute resolution testing and the contract base price for the material will be adjusted, based on all test result parameters from the dispute tests, as shown in Table 3 and Table 4. If the dispute test results do not confirm the mixture parameter is out-of-specification, then the Local Agency will pay for the cost of the dispute resolution testing and no price adjustment is required.

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 2 tolerance limits, the 10,000 gram sample part retained for possible dispute resolution testing will be sent, within 4 calendar days, to the MDOT Central Laboratory for further testing. The MDOT Central Laboratory's test results will be used to determine the penalty per mixture parameter, if any. If the MDOT Central Laboratory's results do not confirm the mixture parameter is out-of-specification, then no price adjustment is required. If the MDOT Central Laboratory's results show that the mixture is out-of-specification and the Engineer approves leaving the out-of-specification mixture in place, the contract base price for the material will be adjusted, based on all parameters, as shown in Table 3 and Table 4.

In the case that the Contractor disputes the results of the test of the second sample obtained for a particular day of production, the test turn-around time frames given would apply to the second test and there would be no time frame on the first test.

The laboratory (MDOT Central Laboratory or independent lab) will complete all Dispute Resolution testing and return test results to the Engineer, who will provide them to the Contractor, within 13 calendar days upon receiving the Dispute Resolution samples.

In all cases, when penalties are assessed, the penalty applies to each parameter, up to two parameters, that is out of specification.

**Table 3: Penalty Per Parameter** 

Mixture Parameter out- of-Specification per Acceptance Tests	Mixture Parameter out-of- Specification per Dispute Resolution Test Lab	Price Adjustment per Parameter
No	N/A	None
Yes	No	None
	Yes	Outside Range 1 but not Range 2: decrease by 10%
		Outside Range 2: decrease by 25%

The quantity of material receiving a price adjustment is defined as the material produced from the time the first out-of-specification sample was taken until the time the sample leading to the first in-specification test was taken.

Each parameter of Table 1 is evaluated with the total price adjustment applied to the contract base price based on a sum of the two parameter penalties resulting in the highest total price adjustment as per Table 4. For example, if three parameters are out-of-specification, with two

parameters outside Range 1 of Table 1 tolerance limits, but within Range 2 of Table 1 limits and one parameter outside of Range 2 of Table 1 tolerance limits and the Engineer approves leaving the mixture in place, the total price adjustment for that quantity of material is 35 percent.

**Table 4: Calculating Total Price Adjustment** 

Cost Adjustment as a Sum of the Two Highest Parameter Penalties			
Number of Parameters Range(s) Outside of Tolerance Ut-of-Specification Range(s) Outside of Tolerance Total Price Adjustment			
0	Range 1	10%	
One	Range 2	25%	
	Range 1 and Range 1	20%	
Two	Range 1 and Range 2	35%	
	Range 2 and Range 2	50%	
	Range 1, Range 1 and Range 1	20%	
Three	Range 1, Range 1 and Range 2	35%	
	Range 1, Range 2 and Range 2	50%	
	Range 2, Range 2 and Range 2	50%	

## **Table 5: Density Frequency Curve Development**

Tested by:	Date/Time:			
Route/Location	nn.		Air Temp:	
Control Section	on/Job Numbe	ır'	Weather:	
Mix Type:	JII/OOD I VAIIIDO	Tonnage:	Gauge:	
Producer:		Depth:	Gmm:	
1 1044001.		Борин.	<u> </u>	
Roller #1	Туре:	- <del>-</del>		
Pass No.	Density	Temperature	Comments	
1				
2				
3				
4				
5				
6				
7				
8				
Optimum				
Roller #2	Type:			
Roller #2 Pass No.	Density	Temperature	Comments	
1				
2				
3				
4				
5				
6				
7				
8				
Optimum				
	Type:			
Roller #3 Pass No.	Density	Temperature	Comments	
1	Donoity	romporataro	Commonto	
2				
3				
4				
5				
6				
7				
8				
Optimum				
Оринин				
Summary:				

#### HOT MIX ASPHALT (HMA) APPLICATION ESTIMATE

AA/SDA:APL 1 of 1 12/09/25

#### **Description**

Perform this work in accordance with the requirements of section 501 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, Articles 5, 10 and 11 of the City of Ann Arbor Standard Specification, and as herein specified.

#### <u>Materials</u>

PAY ITEM	HMA MIX	APPLICATION RATE	ESTIMATED THICKNESS	BINDER PERFORMANCE GRADE	AWI (min)
HMA, 4EL	4EL (leveling)	275 lb/syd	2.5 inches	PG 64-28	N/A
HMA, 5EL	5EL (top)	165 lb/syd	1.5 inches	PG 64-28	260
<sup>(1)</sup> Hand Patching	4EL or 5EL	Varies maximum = 330 lb/syd	Varies - maximum = 3.0 inches	PG 64-28	260

<sup>(1)</sup> The Contractor may use alternative top course E mixes for Hand Patching with approval by the Engineer.

Submit mix designs and obtain approval from the Engineer for all HMA mixtures proposed for use.

For hand patching work, use the same HMA mixture respectively as specified for the top course unless otherwise approved by the Engineer.

Use 3.5% as target air void content of for leveling courses, top courses and shoulders paved in the same operation as the leveling and top courses. Use 3% as a target air void content of for base courses and shoulders not paved in the same operation as the leveling and top courses. Use 3% as a target air void content of for shared use paths.

The Performance Grade asphalt binder range for the HMA mixture shall be as noted above. Apply Bond Coat material accordance with the requirements of the Detailed Specification for HMA Paving.

Apply bond coat at a uniform rate between 0.05 and 0.15 gallons per square yard as directed and approved by the Engineer. Bond Coat is not a separate pay item; the HMA items of work for which it applies include payment for furnishing and placing bond coat.

#### **Measurement and Payment**

Measure and pay for this work as provided elsewhere in the contract documents.

#### **CONCRETE SHOULDER GUTTER**

AA/SDA:APL 1 of 1 05/06/24

#### **Description**

This work consists of constructing a concrete shoulder gutter and spillway when called for on the plans including providing and placing a geotextile liner. Ensure all work is completed in accordance with section 802 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and the MDOT R-35 series Standard Detail, except as stated in this special provision, as shown on the plans or in the contract, and as directed by the Engineer.

#### **Materials**

Provide materials as described in Section 802.02 of the MDOT 2020 Standard Specifications for Construction in accordance with Divisions 9 and 10 of the MDOT 2020 Standard Specifications for Construction as applicable.

#### Construction

Construct **DS\_Shid Gutter**, **Con**, **Det\_\_** in accordance with section 802 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and the MDOT R-35 series Standard Detail.

#### **Measurement and Payment**

The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
DS_Shld Gutter, Con, Det_	Each

Measure **DS\_Shid Gutter**, **Con**, **Det\_\_**, of the type specified in place per each and pay for it at the contract unit price, which includes the costs for all labor, equipment, and materials necessary to complete the work according to the MDOT R-35 series Standard Detail and as shown on the construction plans.

#### POST HOLE THROUGH CONCRETE

AA/SDA:APL 1 of 1 05/06/24

#### **Description**

This work consists of constructing a post hole through concrete for the installation of a steel guardrail post as called for on the plans. Ensure all work is completed in accordance with section 807 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and the MDOT R-60 series Standard Detail, except as stated in this detailed specification, as shown on the plans or in the contract, and as directed by the Engineer.

#### **Materials**

Provide materials as described in Section 807.02 of the MDOT 2020 Standard Specifications for Construction in accordance with Section 908 of the MDOT 2020 Standard Specifications for Construction.

#### Construction

Drill or cut post holes no greater than 1 inch larger than the largest cross-sectional dimension of the post. After drilling or sawing, remove the concrete debris from the hole. Clean and dry the area around the hole. Insert the steel post into the hole and embed it to a depth in accordance with the MDOT R-60 series Standard Detail. Fill the hole around the post with a silicone sealer.

If installing posts in new concrete, the Contractor may form holes before placing the new concrete.

The pay item shall include the construction of the post hole and silicone sealer around the steel post after installation. The cost of the steel post shall be included in pay item for **DS\_Guardrail**, **Reconst**, **Type**\_\_.

#### **Measurement and Payment**

The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
DS_Post Hole Through Conc	Each

Measure **DS\_Post Hole Through Conc**, of the type specified in place per each and pay for it at the contract unit price, which includes the costs for all labor, equipment, and materials necessary to complete the work as required.

Installation of the steel post shall be paid for under the item for **DS\_Guardrail**, **Reconst**, **Type\_** and installed in accordance with the MDOT R-60 series Standard Detail and the Detailed Specification for Reconstruct Guardrail.

#### **TURF RESTORATION**

AA/SDA:DAD 1 of 3 5/23/24

#### **Description**

This work consists of preparing all manicured lawns and slopes on non-freeway projects designated for slope restoration on the plans or by the Engineer, and applying topsoil, fertilizer, seed, and mulch blankets to those areas. Turf establishment shall be in accordance with section 816 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and Standard Plan Series R-100, except as modified herein or otherwise directed by the Engineer.

#### <u>Materials</u>

The materials and application rates shall meet the requirements specified in subsection 816.02 and section 917 of the MDOT 2020 Standard Specifications for Construction and as specified herein unless otherwise directed by the Engineer.

- 1. Topsoil Surface: Place 4 inches of topsoil in area disturbed areas designated for restoration. Topsoil shall be free of all stones one inch in diameter or greater.
- 2. Turf Seed Mixture: Use seed mixture shown in table below. Seed shall be fresh, clean, dry, new-crop seed complying with the AOSA's "Rules for Testing Seed", tested for purity and germination tolerances.

Species/Variety	Mix Proportions	Purity	Germination
Species/Variety	(percent by weight)	(percent)	(percent)
Baron Kentucky Bluegrass	25	90	80
Kentucky Bluegrass 98/80	15	98	80
Park Kentucky Bluegrass	15	90	80
Omega III Perennial Ryegrass	20	98	90
Creeping Red Fescue	25	95	90

Maximum weed content shall be 0.30%.

- 3. Chemical Fertilizer Nutrient: Use Class A fertilizer.
- 4. Mulch Blanket: Use excelsior mulch blanket free of chemical additives. The netting thread and anchoring devices must be 100 percent biodegradable. **Use no polypropylene or other non-biodegradable netting**. Provide wood or other biodegradable anchors, at least 6 inches in length, as approved by the Engineer. **Do not use steel wire staples or pins to anchor mulch blankets**.

#### Construction

Construction methods shall be in accordance with subsections 816.03 and 817.03 of the MDOT 2020 Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time limitations stated in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Restore all areas as shown on the plans and others disturbed by the Contractor's activity(s) and as identified by the Engineer. Slope restoration includes furnishing and placing topsoil, applying seed and fertilizer, placing mulch blankets, and watering as necessary for the establishment of turf.

Prior to placing topsoil, grade, shape, compact and assure all areas to be seeded are weed free. Place topsoil to the minimum depth required, to meet proposed finished grade. Spread and rake topsoil to provide a uniform surface free of large clumps, rocks, brush, roots, or other deleterious materials, as determined by the Engineer. Remove any stones greater than or equal to 1 inch in diameter. If the area designated for restoration requires more than the minimum depth of topsoil to meet finished grade, the additional depth must be filled using topsoil. Furnishing and placing this additional material is included in this item of work.

Place topsoil that is weed and weed seed free and friable prior to placing seed. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top ½ inch of topsoil.

Use mulch blanket on all areas designated for restoration unless otherwise directed by the Engineer. Install mulch blanket per the manufacturer's published instructions.

Protect and maintain restored areas to establish a uniform, dense, vigorous, and weed free turf without mounds and/or depressions. Begin maintenance immediately upon completion of restoration work and continue up to final acceptance. This includes, but is not limited to, deposition of additional topsoil, re-seeding, fertilizing, and placement of mulch blankets to address areas damaged by washouts and soil erosion, non-uniform germination and bare spots. It also includes any other work required to correct all settlement, erosion, germination, and establishment issues.

If areas washout and/or erode after completing the work and obtaining approval by the Engineer, make the required corrections to prevent future washouts and erosion and replace the topsoil, fertilizer, seed and mulch as required and directed by the Engineer.

Scattered bare spots in seeded areas will not be allowed over three (3) percent of the area nor greater than 6"x 6" in size.

If the Engineer determines weeds cover more than ten percent of the total area of slope restoration, the Contractor will provide weed control in accordance with subsection 816.03.J of the MDOT 2020 Standard Specifications for Construction.

Prior to acceptance, the Engineer will inspect the restored areas to ensure the turf is well established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture. If areas do not promote growth, the Contractor will apply new seed, fertilizer and mulch blankets, and water as required.

Upon fulfillment of the above requirements, the Engineer will accept the slope restoration.

Unless otherwise approved by the Engineer, final acceptance will occur no sooner than October 10 of the same year for areas initially restored during the spring (April 15 - June 15) planting season; or no sooner than June 15 of the following year for areas initially restored during the prior summer/fall (after June 15) planting season.

#### **Measurement and Payment**

Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

Pay Item	<u>Pay Unit</u>
DS_Turf Restoration	Square Yard

Measure **DS\_Turf Restoration** area in place by the unit square yard and pay for it at the contract unit price, which price includes the costs for all labor, equipment, and materials necessary to complete the work.

The Contractor will restore areas disturbed by its operations and not required by the Project at its own expense.

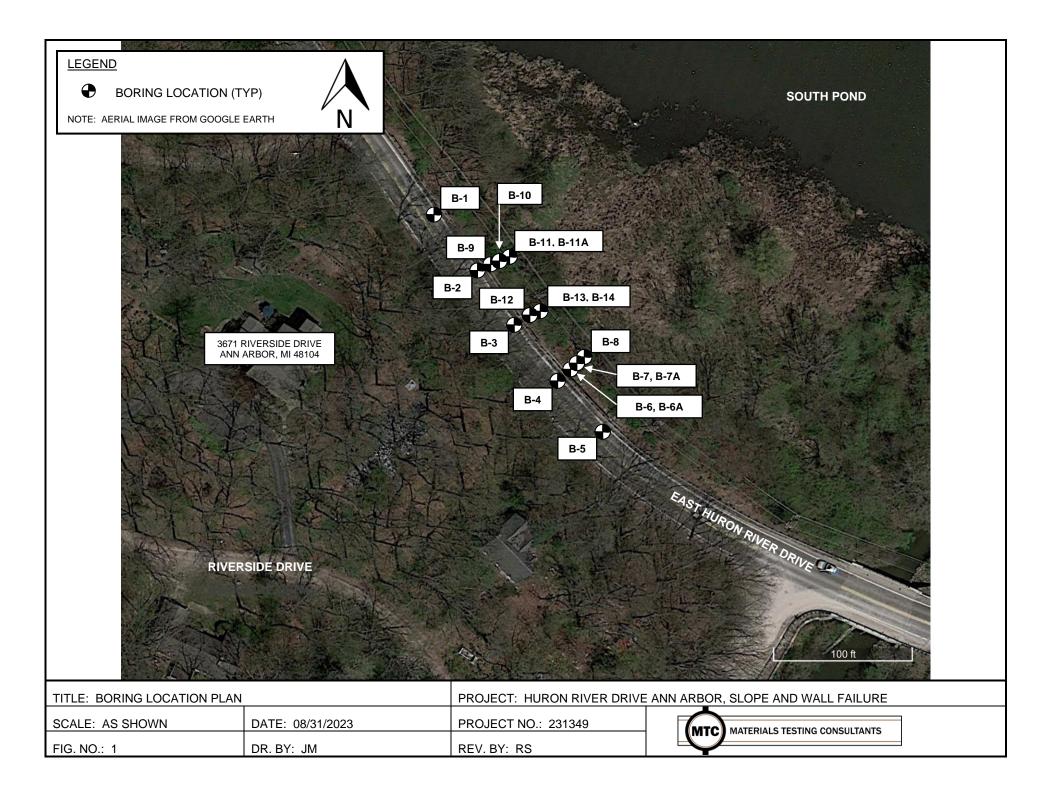
The Engineer will not pay for any labor, equipment, and material costs for the Contractor to provide weed control.

The Contractor will repair and/or clean any damage or soiling to signs, fences, trees, pavements, structures, etc. at its own expense.

After initial placement of the slope restoration measures, the Engineer will certify for payment fifty (50) percent of the total quantity placed for each item. The Engineer will certify for payment the remaining fifty (50) percent of the total quantities upon full establishment and final acceptance of any restored area.

## <u>APPENDIX</u>

GEOTECHNICAL REPORT	23 PAGES
WAGE DECISION MI20240001 – HIGHWAY CONSTRUCTION	36 PAGES
WAGE DECISION MI20240074 – HEAVY CONSTRUCTION	10 PAGES





Project No.: 231349
Boring No.: B-1

**Sheet:** 1 of 2

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: 55 LC

Crew Chief: KE Field Eng.: BG Rev. By: RS
Coordinates: N=279878.9 E=13307260.6 (MI South ift)
Elevation: 771.9 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at

Date Begin:0	6/29/2023	Date End: 06/29/2023						
Tooling	Туре	Dia.	dwater, ft.					
Casing	HSA	4 1/4"	During	29.0				
Sampler	SPT	2"	End	29.0				
Core			Seepage					
Tube			Date	Depth, ft.				
SPT Hammer								

ı lüğği			0 ft.		ompaoid	ou out	Depth Drilled: 50.0 ft.				
Compo	nent P		: Trace			5-25%,	, Some 30-45%, Mostly 50-100%		QP :	= Calib	rated Penetrometer (tons/sq. ft.)
1	Depth	Sample	Recov.	Penetration	*USCS			QP	MST	DD	
FT.	FT.	Number	FT.	(Blows Per 6")	Group		*DESCRIPTION	tsf	W	pcf	REMARKS
		1		ASTM D 1586	Symbol		401111114		/0	pci	
770.9	1					////	12" HMA 1.0	4.25			
769.9	2	S-1	1.2	3-3-3			Gray lean CLAY; mostly clayey fines, few coarse to fine sand, trace gravel, moist				
768.9	3			N=6			coarse to line sand, trace graver, moist				
767.9	4			0.0.4							
766.9	5	S-2	0.3	3-3-4 N=7					2.9		S-2, S-3: Poor recovery;
765.9	6										possible coarse gravel /
764.9	7			2-2-3				151	19.6		COBBLE
763.9		S-3	1.0	N=5				4.5+	19.0		
	8										
762.9	9	S-4	1.5	4-8-10				4.5+	22.2		
761.9	10	3-4	1.0	N=18	CL			-			
760.9	11										
759.9	12										
758.9	13										
757.9	14			0.40.40				l			
756.9	15	S-5	1.5	9-13-19 N=32			Grades without sand	4.5+	14.0		
755.9	16										
754.9	17										
753.9	18										
752.9	19						40.0				
		S-6	1.5	12-10-10		////	19.0 Brown poorly graded SAND; mostly	1			
751.9	20		1.0	N=20			medium to fine sand, moist				
750.9	21										
749.9	22										
748.9	23										
747.9	24			5-4-6							
746.9	25	S-7	1.5	N=10							
745.9	26				SP						
744.9	27	1									
743.9	28	1									
742.9	29										
741.9	30	S-8	1.5	3-4-5 N=9			Grades wet at 29'				
740.9	31	7		פ-מו							
739.9	32	1					22.2				
		1				1///	32.0 Brown lean CLAY with sand; mostly clayey	1			
738.9	33	1					fines, little coarse to fine sand, wet				
737.9	34	S-9	1.5	6-6-8				1.25	13.2		
736.9	35	3-9	1.5	N=14							
735.9	36	1			CL						
734.9	37	1			-						
733.9	38	1									
732.9	39			600			Grades gray		04.5		
731.9	40	S-10	1.5	6-9-8 N=17			Oracos gray	1./5	21.9		

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-1

Sheet: 2 of 2 Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100% QP = Calibrated Penetrometer (tons/sq. ft.) Depth Sample Recov. Penetration \*USCS QΡ MST \*DESCRIPTION FT. FT. Number (Blows Per 6") Group REMARKS tsf pcf ASTM D 1586 Symbol 730.9 Gray lean CLAY with sand; mostly clayey 41 CL fines, little coarse to fine sand, wet 729.9 42 42.0 Gray poorly graded SAND; mostly coarse to 728.9 43 fine sand, moist 727.9 44 7-7-7 S-11 1.5 726.9 45 N=14 725.9 46 SP 724.9 47 723.9 48 722.9 49 9-7-7 S-12 1.5 50 721.9 50.0 N=14 End of Boring

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



**Project No.:** 231349 Boring No.: B-2

Sheet: 1 of 2

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: 55 LC

Crew Chief: KE Field Eng.: JV Rev. By: RS Coordinates: N=279837.6 E=13307294.2 (MI South ift) Elevation: 770.5 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 23.0 ft.

Date Begin: 0	06/28/2023	Date End: (					
Tooling	Туре	Dia.	Dia. Ground				
Casing	HSA	4 1/4"	During	23.5			
Sampler	SPT	2"	End	NA			
Core			Seepage				
Tube			Date	Depth, ft.			
SPT Hammer							

Depth Drilled: 50.0 ft

		23.	0 ft.		•		Depth Drilled: 50.0 ft.				
Compo	onent P	ercentages	s: Trace	< 5%, Few 5-10%	6, Little 15	-25%,	Some 30-45%, Mostly 50-100%		QP	= Calib	rated Penetrometer (tons/sq. ft.)
Elev.	Depth	Sample	Recov.	Penetration	*USCS			QP	MOT	ucs	
FT.	FT.	Number	FT.	(Blows Per 6")	Group		*DESCRIPTION	tsf	MST %	psf	REMARKS
	<del>                                     </del>	_		ASTM D 1586	Symbol	γŲ	↑3" Asphalt patch / \_0.3		/0	psi	
769.5	1				1 1	۰Vd	\(\sigma\)" Asphalt patch \(\sigma\).3\(\sigma\) Crushed Limestone Aggregate Base				
768.5	2	S-1	1.5	1-WOH			Crushed Limestone Aggregate base				WOH: Weight-of-Hammer
767.5	3					<u>, Q</u> (	3.0	-			
766.5	4		4.5	5-3-4	SP-SM		Brown poorly graded SAND with silt and gravel; mostly coarse to fine sand, little 4.5				
765.5	5	S-2	1.5	N=7			coarse to fine gravel, few silty fines, moist	1			
764.5	6						Brown lean CLAY; mostly clayey fines, few				
763.5	7	S-3	0.6	4-4-4 N=8			coarse to fine sand, moist	-			S-3, S-4: Poor recovery;
762.5	8			IN-0							possible coarse gravel /
761.5	9			5-7-8							COBBLE
760.5	10	S-4	0.1	N=15				-			
759.5	11										
758.5	12	S-5	1.5	11-12-11 N=23	CL				23.1		S-5: Atterberg Limits
757.5	13			14 20							ASTM D4318: LL = 20, PL
756.5	14			11-12-14				4.5.	40.0		= 11, PI = 9
755.5	15	S-6	1.5	N=26				4.5+	19.3		
754.5	16										
753.5	17										
752.5	18										
751.5	19			44 45 20				l	l		
750.5	20	S-7	1.5	11-15-32 N=47				4.5+	17.4		
749.5	21						Brown poorly graded SAND with clay and gravel, mostly coarse to fine sand, little				Augers charged with water at 20.0' to 25.0'
748.5	22						coarse to fine gravel, few clayey fines,				at 20.0 to 25.0
747.5	23						moist				
746.5	24			40.40.0	SP-SC						
745.5	25	S-8	0.8	12-10-9 N=19			One de a vist				
744.5	26						Grades wet				
743.5	27						27.0				
742.5	28						Gray lean CLAY; mostly clayey fines, trace	1			
741.5	29						fine gravel, moist				
740.5	30	S-9	1.5	5-5-9 N=14				4.0	16.0		
739.5	31			14 14							
738.5	32										
737.5	33				CL						
736.5	34	_					<b>-</b>				
735.5	35	S-10	0.6	10-13-8 N=21			Grades with wet sand seams	4.0	19.6		S-10: Atterberg Limits
734.5	36	7		IN-Z I							ASTM D4318: LL = 29, PL
733.5	37						37.0				= 13, PI = 16
732.5	38					////	Gray silty SAND; mostly medium to fine	†			
731.5	39	┙			SM		sand, some silty fines, wet				
730.5	40	S-11	0.2	1-1-1	O IVI			-	13.5		
130.5	+∪	V		N=2		. 1 . 1.	40.0				

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-2

Sheet: 2 of 2

							BORING	Sheet: 2 of 2				
Component Percentages: Trace < 5%, Few 5-10%, Little						5-25%.	Some 30-45%, Mostly 50-100%	QP = Calibrated Penetrometer (tons/sq. ft.)				
Elev.	Depth	Sample	Recov.	Penetration	*USCS	1	, , , , , , , , , , , , , , , , , , ,				(	
FT.	FT.	Number	FT.	(Blows Per 6")	Group		*DESCRIPTION	QP	MST	UCS	REMARKS	
				ASTM D 1586	Symbol			tsf	%	psf	I VEIVIAI VIVO	
729.5	41				Ι		Gray silty SAND; mostly medium to fine sand, some silty fines, wet					
728.5							sand, some silty fines, wet					
		U-12	2.0	Shelby								
727.5	43											
726.5	44	▼		3-3-3								
725.5	45	S-13	1.5	3-3-3 N=6	SM							
724.5	46				SIVI						Augers charged with water	
723.5											at 45.0'	
722.5												
721.5		S-14	1.5	2-2-4								
720.5	50	3-14	1.5	N=6			50	0				
							End of Boring					

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



**Project No.:** 231349 Boring No.: B-3 **Sheet:** 1 of 2

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: 55 LC

Crew Chief: KE Field Eng.: BG Rev. By: RS Coordinates: N=279797.1 E=13307323.3 (MI South ift) Elevation: 768.7 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 26.0 ft.

Date Begin:0	06/29/2023	Date End: (	06/29/2023				
Tooling	Type	Dia.	Ground	lwater, ft.			
Casing	HSA	4 1/4"	During	34.0			
Sampler	SPT	2"	End	20.0			
Core			Seepage				
Tube			Date	Depth, ft.			
SPT Hammer							

Depth Drilled: 50.0 ft.

		26.	0 ft.				Depth Drilled: 50.0 ft.				
Compo	onent P	ercentages	s: Trace	< 5%, Few 5-10%	6, Little 1	5-25%,	Some 30-45%, Mostly 50-100%	QP = Calibrated Penetrometer (tons/sq. ft.)			
Elev.	Depth	Sample	Recov.	Penetration	*USCS			0.0	мот		
FT.	FT.	Number	FT.	(Blows Per 6")	Group		*DESCRIPTION	QP	MST	UCS	REMARKS
				ASTM D 1586	Symbol			tsf	%	psf	
767.7	1					٥٩١	√4" HMA	3.0			
766.7	2	S-1	1.5	5-4-4			\7" Coarse Aggregate Base				
765.7	3	0-1	1.5	N=8			Brown lean CLAY; mostly clayey fines, few				
764.7	4						coarse to fine gravel, moist				
763.7	5	S-2	1.5	4-4-4				2.75	14.9		
762.7	6	1		N=8							
-		,		0.45			Grades with trace coarse gravel at 6'				
761.7	7	S-3	1.5	2-4-5 N=9			Grades with trace coarse graver at o	4.5+	24.8		
760.7	8			0				4.5+			
759.7	9			4-7-9					18.0		
758.7	10	S-4	1.5	N=16					10.0		
757.7	11										
756.7	12										
755.7	13										
754.7	14	,		44 44 40							
753.7	15	S-5	1.5	11-11-12 N=23				4.5+	18.7		
752.7	16			5							
751.7	17				CL						
750.7	18										
749.7	19										
748.7	20	S-6	1.5	8-11-15				4.5+	18.4		S-6: Poor recovery;
				N=26							possible coarse gravel /
747.7	21										COBBLE
746.7	22										
745.7	23										
744.7	24	S-7	1.5	8-13-17				4.5+	17.4		
743.7	25	5-7	1.5	N=30							
742.7	26										
741.7	27										
740.7	28										
739.7	29	7		8-11-13					400		
738.7	30	S-8	1.5	N=24				4.5+	16.0		
737.7	31										
736.7	32						32.0				
735.7	33					////	Poorly graded SAND with gravel, mostly				
734.7	34				SP		coarse to fine sand, little coarse to fine				
733.7	35	S-9	1.5	28-11-14			gravel, moist Grades wet at 34'  34.5	2.75			
732.7				N=25			Brown lean CLAY; mostly clayey fines,				
	_						trace coarse to fine gravel, moist				
731.7					CL						
730.7											
729.7	39	S 10	1 =	5-4-4				2.75	23.1		
728.7	40	S-10	1.5	N=8			Grades gray with coarse to fine sand	5			

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-3

Sheet: 2 of 2

							BORING			She	et: 2	? of 2
Compo	onent F	ercentages	s: Trace	< 5%, Few 5-10%	%, Little 1	5-25%	, Some 30-45%, Mostly 50-100%			QP :	= Calib	rated Penetrometer (tons/sq. ft.)
Elev.	Depth	Sample	Recov.	Penetration	*USCS							, , ,
FT.	FT.	Number	FT.	(Blows Per 6") ASTM D 1586	Group Symbol		*DESCRIPTION		QP tsf	MST %	UCS psf	REMARKS
727.7					CL		Brown lean CLAY; mostly clayey fines, trace coarse to fine gravel, moist					
726.7								42.0				
725.7							Gray poorly graded SAND; mostly medium to fine sand, moist					
724.7	44	▼		3-3-3			to fine sand, moist					
723.7	45	S-11	1.5	N=6								
722.7					SP							
721.7												
720.7												
719.7		S-12	1.5	7-7-6								
718.7	50	3-12	1.5	N=13			End of Boring	50.0				
							End of Boiling					

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



**Project No.:** 231349 Boring No.: B-4

Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: CME 55

Crew Chief: KE Field Eng.: BG Rev. By: RS Coordinates: N=279755.0 E=13307355.9 (MI South ift) Elevation: 766.3 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at 21.0 ft.

Date Begin:0	06/30/2023	Date End: (		
Tooling	Туре	Dia.	Ground	lwater, ft.
Casing	HSA	4 1/4"	During	18.5
Sampler	SPT	2"	End	18.5
Core			Seepage	
Tube			Date	Depth, ft.
SPT Hammer				

Depth Drilled: 40.0 ft.

		21.	0 ft.				Depth Drilled: 40.0 ft.				
Compo	onent P	ercentages	s: Trace	< 5%, Few 5-10%	6, Little 15	-25%,	Some 30-45%, Mostly 50-100%		QP :	= Calib	rated Penetrometer (tons/sq. ft.)
Elev.	Depth	Sample	Recov.	Penetration	*USCS						
FT.	FT.	Number	FT.	(Blows Per 6")	Group		*DESCRIPTION	QP	MST	UCS	REMARKS
				ASTM D 1586	Symbol			tsf	%	psf	
765.3	1			0.04		////		4.5+			S-1, S-8: Poor recovery; possible coarse gravel /
764.3	2	S-1	1.0	3-3-4 N=7			Brown lean CLAY; mostly clayey fines, few coarse to fine gravel, moist				COBBLE
763.3	3						coarse to line graver, moist				
762.3	4										
761.3	5	S-2	1.4	4-4-3 N=7				3.25	8.9		
760.3	6			11-7							
759.3	7			2-3-3	CL			2 75	14.7		
758.3	8	S-3	1.3	N=6				3.73	14.7		
757.3	9	S-4	1.5	3-5-6			Grades with trace organics, twigs at 8.5'	4.5+	13.9		
756.3	10	3-4	1.5	N=11							
755.3	11						11.0	1			
754.3	12	S-5	1.5	7-12-15 N=27			Brown lean CLAY with sand; mostly clayey fines, little fine sand, moist	4.5+			
753.3	13			IN-27			mics, ittic mic sand, most				
752.3	14			9-9-12				4.5.	44.0		
751.3	15	S-6	1.5	N=21				4.5+	11.0		
750.3	16										
749.3	17				CL						
748.3	18										
747.3	19										
746.3	20	S-7	1.5	24-8-12 N=20			Grades with few gravel at 18.5'	4.5+	18.2		
745.3	21			IN-20							
744.3	22										
	23						Poorly graded GRAVEL with sand; mostly	1			
743.3						0 / 9	coarse to fine gravel, little coarse to fine				
742.3	24	S-8	1.0	5-4-4	0.0		sand, trace clayey fines, wet		14.4		
741.3	25	0-0	1.0	N=8	GP						
740.3	26										
739.3	27					00	27.0	_			
738.3	28						Brown poorly graded SAND with gravel; mostly coarse to fine sand, little fine gravel,				
737.3	29			4-3-4			trace clayey fines, wet				
736.3	30	S-9	1.5	N=7							
735.3	31										
734.3	32										
733.3	33										
732.3	34				SP						
731.3	35	S-10	1.5	9-8-8 N=16							
730.3	36			IN-10							
729.3	37										
	38						Grades without gravel at 37.0'				
728.3	1						Crades without graver at 37.0				End of Boring at 40.0'
727.3	39	S-11	1.5	2-2-3							or boning at 40.0
726.3	40	3-11	1.0	N=5			40.0				

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



**Project No.:** 231349 Boring No.: B-5 Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: CME 55

Crew Chief: KE Field Eng.: BG Rev. By: RS Coordinates: N=279717.5 E=13307389.9 (MI South ift) Elevation: 760.8 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings. Cave in at

Date Begin:0	06/30/2023	Date End: 06/30/2023				
Tooling	Type	Dia.	Ground	lwater, ft.		
Casing	HSA	4 1/4"	During	19.0		
Sampler	SPT	2"	End	16.5		
Core			Seepage			
Tube			Date	Depth, ft.		
SPT Hammer						

luggi	ing itte		0 ft.	borchoic with c	ompacic	a Culi	Depth Drilled: 40.0 ft.				
						-25%	, Some 30-45%, Mostly 50-100%		QP :	= Calib	rated Penetrometer (tons/sq. ft.)
	Depth	Sample	Recov.	Penetration	*USCS		*DECORIDE ON	QP	MST	DD	
FT.	FT.	Number	FT.	(Blows Per 6")	Group		*DESCRIPTION	tsf	%	pcf	REMARKS
750.0				ASTM D 1586	Symbol		6 1/2" HMA0.5			P = 1	S-1, S-2: Poor recovery;
759.8	2	S-1	1.0	6-4-4			Brown lean CLAY; mostly clayey fines, few	4.5			possible coarse gravel /
758.8		• •	1.0	N=8			coarse to fine gravel, moist				COBBLE
757.8	3										
756.8	4	S-2	0.8	2-3-4				1.5	18.6		
755.8	5	02	0.0	N=7							
754.8	6			2.2.2			Grades with trace organics and occasional				
753.8	7	S-3	1.5	3-2-3 N=5			roots	2.0	21.0		
752.8	8										
751.8	9	S-4	1.5	4-4-6				4.0	20.7		
750.8	10		1.0	N=10	CL						
749.8	11										
748.8	12						Grades without organics, without gravel				
747.8	13						with few fine sand				
746.8	14	S-5	1.5	7-11-13				4.5+	18.1		
745.8	15		1.0	N=24							
744.8	16										
743.8	17										
742.8	18										
741.8	19	S-6	1.5	6-5-5		,(((	Poorly graded GRAVEL with sand; mostly				
740.8	20		1.0	N=10		0/0	coarse to fine gravel, little coarse to fine				
739.8	21						sand, trace clay, wet				
738.8	22					0/0					
737.8	23					)-0					
736.8	24 25	S-7	1.5	4-4-4		°0°					
735.8	_	9.	1.0	N=8		> レ					
734.8	26				GP	$^{\circ}$					
733.8 732.8	27				GF	° 0° ° 0°					
731.8	29	╛				0 0 0 0					
730.8	30	S-8	1.5	7-7-5		° V°					
730.8	30			N=12							
729.8	31										
727.8	33					) () ()					
726.8		╛				°()°					
	34 35	S-9	1.5	4-5-4			34.0 Gray lean CLAY with sand; mostly clayey	2.75			
725.8 724.8	35			N=9			fines, little coarse to fine sand, moist				
723.8	37										
722.8	38				CL						
721.8	39	╛									End of Boring at 40.0'
720.8	40	S-10	1.5	2-3-2				1.75	20.4		
120.0	40	V		N=5		////	40.0		1		I .

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-6
Sheet: 1 of 2

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: BG/JV Rev. By: RS
Coordinates: N=279843.3 E=13307307.6 (MI South ift)
Elevation: 765.6 ft Datum: NAVD 88 (GPS Observation)

Notes: Elevations obtained from laser level

Plugging Record: Backfilled borehole with compacted cuttings.

Date Begin: 07/13/2023 Date End: 07/14/2023

Tooling	Type	Dia.	Ground	lwater, ft.		
Casing			During	None		
Sampler	Hand Auger	3 1/4"	End	NA		
Core			Seepage			
Tube			Date	Depth, ft.		
SPT Hammer						

33				DOTOTION WITH O			Depth Drilled: 11.5 ft.				
_						5-25%,	Some 30-45%, Mostly 50-100%		QP:	= Calib	rated Penetrometer (tons/sq. ft.)
	Depth	Sample	Recov.	'	*USCS		***************************************	QP	MST	DD	
FT.	FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION	tsf	%	pcf	REMARKS
7GE 4	0.25			ASTM STP 399	Symbol	Z4 1×. ·	13" Sandy Topsoil			<u> </u>	Fill: 0.0' to 11.5'
765.4	_			2		1, 1,	10 Gariay ropson				
765.1	0.50					100					
764.9	_					1, 11					
764.6	1.00						1.1				
764.4	+						Brown poorly graded SAND with silt; mostly				
764.1	_						coarse to fine sand, few silty fines, few coarse to fine gravel, moist, Fill				
763.9		A-1					<b>3</b> , ,				
763.6					SP						
763.4	+			5							
763.1											
762.9		A-2					2.8				
762.6		A-2					Brown sandy lean CLAY; mostly clayey	2.0			
762.4	-						fines, some coarse to fine sand, moist, Fill				
762.1	_										
761.9	3.75	<b>A</b> 2									
761.6	4.00	A-3									
761.4	4.25				CL			2.0			
761.1	4.50										
760.9	4.75										
760.6	5.00										
760.4	5.25										
760.1	5.50						5.5				
759.9	5.75	J					Brown lean CLAY; mostly clayey fines, few coarse to fine sand, moist, Fill				
759.6	6.00	A-4					Coarse to line sand, moist, Fill				
759.4	6.25										
759.1	6.50				CL						
758.9	6.75				OL						
758.6	7.00							3.5			
758.4	7.25							1.75			
758.1	7.50						7.5	1			
757.9	7.75	A-5					Brown lean CLAY; mostly clayey fines, few				
757.6	8.00						coarse to fine sand, moist, Fill with occasional metal debris				
757.4	8.25										
757.1	8.50										
756.9					<u> </u>						
756.6	_				CL						
756.4											
756.1											
755.9											
755.6	_						10.0				
	_		<u> </u>			V////	10.0				1

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-6

Sheet: 2 of 2 Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100% QP = Calibrated Penetrometer (tons/sq. ft.) Elev. Depth Sample Recov. Dyn. Cone \*USCS QΡ MST Group \*DESCRIPTION FT. FT. Number Eq. "N": REMARKS tsf % pcf ASTM STP 399 Symbol 2.0 Brown lean CLAY; mostly clayey fines, few coarse to fine sand, moist, Fill with occasional metal debris A-6 755.4 10.25 755.1 10.50 754.9 10.75 CL 754.6 11.00 754.4 11.25 754.1 11.50 11.5 Auger refusal at 11.5' due to possible coarse gravel / COBBLE End of Boring

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-6A
Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: IA Rev. By: RS
Coordinates: N=279843.2 E=13307307.6 (MI South ift)
Elevation: 765.6 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings.

Date Begin: 07/17/2023 Date End: 07/17/2023

Tooling	Type	Dia.	Ground	lwater, ft.		
Casing			During	4.0		
Sampler	Hand Auger	3 1/4"	End	4.0		
Core			Seepage			
Tube			Date	Depth, ft.		
SPT Hammer						

Depth Drilled: 7.0 ft

							Depth Drilled: 7.0 ft.				
Compo	onent P	ercentages	: Trace	< 5%, Few 5-10%	6, Little 15	-25%,	Some 30-45%, Mostly 50-100%		QP :	= Calib	rated Penetrometer (tons/sq. ft.)
	Depth	Sample	Recov.	Dyn. Cone	*USCS			QP	MOT	DD	
FT.	FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION	tsf	MST %	pcf	REMARKS
				ASTM STP 399	Symbol	. <u>74 1</u> ×. · 1	12" Sandy Topsoil	131	/0	PCI	Fill: 0.0' to 3.5'
765.4						1/ . \11	12 Sandy Lopson				1 111. 0.0 to 5.5
765.1	_					1					
764.9	_					<u>· · · · · · · · · · · · · · · · · · · </u>					
764.6	_					2 <u>2 4</u>	1.0				
764.4	1.25						Brown poorly graded SAND with silt and gravel; mostly coarse to fine sand, little				
764.1							medium to fine gravel, few silty fines, moist,				
763.9		_ ^ 4					Fill with aluminum foil fragments, roots and wood debris				
763.6		A-1					Wood dobile				
763.4	2.25				SP-SM						
763.1	2.50				OI OIVI						
762.9	2.75										
762.6	3.00										
762.4	3.25										
762.1	3.50						3.5				
761.9	3.75						Brown poorly graded SAND with clay;				
761.6	4.00	A-2			SP-SC		mostly coarse to fine sand, few clayey fines, moist				
761.4	4.25						Grades wet at 4.0'				
761.1	4.50	A-3					Brown lean CLAY; mostly clayey fines, few				
760.9	4.75						medium to fine sand, trace of medium to fine gravel, moist				
760.6	5.00						e g.ave.,elet	2.5			
760.4	5.25	U-4	0.5					2.5			
760.1	5.50										
759.9	_				CL						
759.6								2.5			
759.4		U-5	0.4					2.5			
759.1											
758.9	_										
758.6							7.0				
						////	End of Boring				
							Ŭ				

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-7

Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: JV Rev. By: RS
Coordinates: N=279845.3 E=13307312.9 (MI South ift)
Elevation: 756.9 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings.

Date Begin: 07/14/2023 Date End: 07/14/2023

		*****					
Tooling	Type	Dia.	Ground	lwater, ft.			
Casing			During	None			
Sampler	Hand Auger	3 1/4"	End	NA			
Core			Seepage				
Tube			Date	Depth, ft.			
SPT Hammer							

. luggi		001G. BG					Depth Drilled: 1.8 ft.				
			s: Trace	< 5%, Few 5-10%		5-25%,	, Some 30-45%, Mostly 50-100%		QP:	= Calib	rated Penetrometer (tons/sq. ft.)
	Depth		Recov.	Dyn. Cone	*USCS			QP	MST	DD	
FT.	FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION	tsf	%	pcf	REMARKS
				ASTM STP 399	Symbol	71/2.1	10" Cilly Tangail with roots	131	/0	Poi	
756.7	_					77 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	12" Silty Topsoil with roots				
756.4						Ľ					
756.2	0.75										
755.9	1.00					<u> </u>	1.0				
755.7	1.25						Brown poorly graded SAND with clay and				
755.4	1.50				SP		gravel; mostly coarse to fine sand, little coarse to fine gravel, few clayey fines,				
755.2	1.75						moist 1.8				
							End of Boring				Hand Auger refusal at 1.8'
							3				due to possible coarse
											gravel / COBBLE

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



**Project No.:** 231349 Boring No.: B-7A Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: JV Rev. By: RS Coordinates: N=279845.3 E=13307312.8 (MI South ift) Elevation: 756.9 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings.

Date End: 07/14/2023 Date Begin: 07/14/2023

Tooling	Type	Dia.	Ground	lwater, ft.
Casing			During	None
Sampler	Hand Auger	3 1/4"	End	NA
Core			Seepage	
Tube			Date	Depth, ft.
SPT Hammer				

	Depth Drilled: 1.7 ft.										
Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%  Elev.   Depth   Sample   Recov.   Dyn. Cone   *USCS										rated Penetrometer (tons/sq. ft.)	
			Recov.		*USCS		*DECODINE STATE	QP	MST	DD	
FT.	FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION	tsf	%	pcf	REMARKS
	1			ASTM STP 399	Symbol	74 1 <sup>N</sup> . 7	12" Silty Topsoil	101	/*	Poi	
756.7							12 Silty Topson				
756.4	_					Ľ					
756.2	0.75										
755.9	1.00					7.7.4	1.0				
755.7	1.25	╛					Brown poorly graded SAND with clay and				
755.4	1.50	A-1			SP		gravel; mostly coarse to fine sand, little coarse to fine gravel, few clayey fines,				
							moist 1.7				
							End of Boring				Hand auger refusal at 1.7' due to possible coarse gravel / COBBLE

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



**Project No.:** 231349 Boring No.: B-8

Date End: 07/13/2023

Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: BG Rev. By: RS Coordinates: N=279847.4 E=13307317.3 (MI South ift) Elevation: 750.4 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings, patched

Tooling	Туре	Dia.	Groundwater, ft			
Casing			During	2		
		0.4/48		_		

Casing			During	2.6
Sampler	Hand Auger	3 1/4"	End	2.6
Core			Seepage	
Tube			Date	Depth, ft.
SPT Hammer				

Depth Drilled: 4.0 ft

Date Begin: 07/13/2023

nent P	ercentage	· Trace	- 5% Eow 5 10%		- 0-0/				_	
Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%  QP = Calibrated Penetrometer						rated Penetrometer (tons/sq. ft.)				
Depth	Sample	Recov.	Dyn. Cone	*USCS			0.5			
FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION				REMARKS
			ASTM STP 399	Symbol	· A 7 .		tst	%	рст	
0.25	A-1		4		7, 18.	36" Clayey Topsoil				
0.50					1 71					
0.75					70.					
1.00					12. 11					
1.25					<u>\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ </u>					
					17:17					
					31/2					
					12. 31					
					, i'', ;					
	A-2		5		1, 11,					
					3 (					
					, ,					
	_ A 2				1. 1.					
3.25	A-3					Dark brown lean CLAY; mostly clayey fines,	2.25	49.9		Small plastic wire casing encountered at 3.0'
3.50				CI		wood debris				oncountered at 0.0
3.75				CL						
4.00										
					7 ,	End of Boring				Hand auger refusal at 4.0' due to possible coarse
										gravel / COBBLE
	Depth FT.  0.25  0.50  0.75  1.00  1.25  1.50  1.75  2.00  2.25  3.00  3.25  3.50  3.75  4.00	Depth   Sample   FT.   Number	Depth Sample Recov. FT. Number FT.  0.25	Depth Number Recov. Dyn. Cone Eq. "N": ASTM STP 399  0.25	Depth   Sample   Recov.   Dyn. Cone   Eq. "N":   Group   Symbol	Depth   Sample   FT.   Number   FT.   Eq. "N":   Group   ASTM STP 399   Symbol   S	Depth   Number   FT.   Number   FT.   Eq. 1%T    Symbol   Symbol	Depth   Number   FT   Number   FT   Sample   FT   Eq. 1\frac{1}{15}   Symbol   Sym	Depth   Sample   FT.   Number   FT.   ASTM STP 399   Symbol   Sy	Depth   Sample   FT.   Number   FT.   Dyn. Cone   Eq. "N":   ASTM STP 399   Symbol   Symbol

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-9

Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: IA Rev. By: RS
Coordinates: N=279764.8 E=13307368.4 (MI South ift)
Elevation: 761.3 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings.

Date Begin: 07/18/2023 Date End: 07/18/2023

Tooling	Туре	Dia.	Ground	lwater, ft.
Casing			During	4.0
Sampler	Hand Auger	3 1/4"	End	4.0
Core			Seepage	4.0
Tube			Date	Depth, ft.
SPT Hammer				

Depth Drilled: 7.0 ft.

	Depth Drilled: 7.0 ft.											
	mponent Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%  QP = Calibrated Penetrometer (tons/sq. ft.)											
	Depth		Recov.		*USCS			QP	MST	DD		
FT.	FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION	tsf	W	pcf	REMARKS	
		1		ASTM STP 399	Symbol	A L		LSI	/0	PCI	Fill. 0.0! to 7.0!	
761.1	_					<u>'''</u>	8" Clayey Topsoil				Fill: 0.0' to 7.0'	
760.8	0.50					<u> </u>						
760.6	0.75					\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0.7					
760.3	1.00						Brown lean CLAY with sand; mostly clayey fines, little coarse to fine sand, few coarse					
760.1	1.25						to fine gravel, moist, Fill with occasional					
759.8	1.50	A-1					root fragments	1.5				
759.6	1.75											
759.3	2.00											
759.1												
758.8												
758.6												
758.3					CL		Grades without root fragments					
758.1		A-2					9	2.0				
757.8												
757.6												
757.3							Grades with possible asphalt debris at 3.7'					
757.1							Grades with wet sand seams at 4.0'					
756.8							Grades with wet saint assume at 1.0					
756.6												
756.3 756.1	_	A-3					5.0 Brown lean CLAY; mostly clayey fines,	3.0				
							trace medium to fine sand, moist, Fill	0.0				
755.8	_											
755.6												
755.3	_				CL							
755.1	_											
754.8							Crades with assessingly-i					
754.6		A-4					Grades with organic inclusions and occasional roots at 6.5'	3.0				
754.3	7.00	74					7.0	3.0				
							End of Boring					
	_	_										

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-10
Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: BG Rev. By: RS
Coordinates: N=279767.8 E=13307372.1 (MI South ift)
Elevation: 755.1 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings.

Tooling	Type	Dia.	Ground	dwater, ft.
Casing			During	9.0
Sampler	Hand Auger	3 1/4"	End	9.0
Core			Seepage	9.0
Tube			Date	Depth, ft.
SPT Hammer				

Depth Drilled: 9.2 ft.

00 0				•		Depth Drilled: 9.2 ft.				
Component	Percentages	: Trace	< 5%, Few 5-10%	6, Little 1	5-25%	, Some 30-45%, Mostly 50-100%		QP :	= Calib	rated Penetrometer (tons/sq. ft.)
Elev. Dept	th Sample	Recov.	Dyn. Cone	*USCS				мот		
FT. FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION	QP	MST %	DD	REMARKS
			ASTM STP 399	Symbol	.A 1		tsf	70	pcf	F:II. 0 014- 7.51
754.9 0.25	5				7. 7. 7.	18" Clayey Topsoil				Fill: 0.0' to 7.5'
754.6 0.50	<u> </u>				17. 2.7					
754.4 0.75	5				7.					
754.1 1.00	<u> </u>				1					
753.9 1.25	5									
753.6 1.50					12: N.V	1.5				
753.4 1.75	A-1					Brown lean CLAY; mostly clayey fines,	2.0			
753.1 2.00						trace fine gravel, moist, Fill with occasional asphalt debris and root fragments				
752.9 2.25	5					,				
752.6 2.50										
752.4 2.75	5									
752.1 3.00										
751.9 3.25	A-2						1.75			
751.6 3.50										
751.4 3.75	5									
751.1 4.00										
750.9 4.25	5									
750.6 4.50				01						
750.4 4.75	A-3			CL			1.75			
750.1 5.00										
749.9 5.25	<del>-</del>									
749.6 5.50	- 1									
749.4 5.75	_									
749.1 6.00										
748.9 6.25	-									
748.6 6.50	-									
748.4 6.75	_									
748.1 7.00	A 4						2.0			
747.9 7.25						Grades with few coarse to fine sand at 6.9'				
747.6 7.50						7.5				
747.4 7.75						Brown lean CLAY with sand; mostly clayey	1			
747.1 8.00	_					fines, little coarse to fine sand, moist				
746.9 8.25	-									
746.6 8.50	_			CL						
746.4 8.75										
746.1 9.00	-					Grades with wet sand seam at 9.0'				
. 10.1   0.00	71					9.2				
						End of Boring				Auger refusal at 9.2' due to possible coarse gravel / COBBLE

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



**Project No.:** 231349 Boring No.: B-11 Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: IA Rev. By: RS Coordinates: N=279770.9 E=13307376.6 (MI South ift) Elevation: 748.0 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings.

Date Begin: 07/18/2023 Date End: 07/18/2023

Tooling	Туре	Dia.	Ground	lwater, ft.
Casing			During	1.5
Sampler	Hand Auger	3 1/4"	End	NA
Core			Seepage	
Tube			Date	Depth, ft.
SPT Hammer				
1				

	Depth Drilled: 1.7 ft.										
	Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%  QP = Calibrated Penetrometer (tons/sq. ft.										
	1		Recov.	Dyn. Cone	*USCS			QP	MST	DD	
FT.	FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION	tsf	W	pcf	REMARKS
				ASTM STP 399	Symbol	7 <u>1 1</u> 7	OO! Deals Drawn Olever Terreil with an at-	toi	/0	ры	
747.8						<u></u>	20" Dark Brown Clayey Topsoil with roots				
747.5						2 3 7					
747.3	0.75	_ , ,				74.					
747.0	1.00	A-1				12.5.1					
746.8	1.25					**:					
746.5	1.50					<u> </u>					
						<u> </u>	1.7				
							End of Boring				Auger refusal at 1.7' due to possible coarse gravel / COBBLE

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



**Project No.:** 231349 Boring No.: B-11A Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: IA Rev. By: RS Coordinates: N=279770.9 E=13307376.6 (MI South ift) Elevation: 748.0 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings.

Date End: 07/18/2023 Date Begin: 07/18/2023

Tooling	Type	Dia.	Ground	dwater, ft.
Casing			During	1.5
Sampler	Hand Auger	3 1/4"	End	NA
Core			Seepage	
Tube			Date	Depth, ft.
SPT Hammer				

59	Depth Drilled: 2.0 ft.											
	Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%  QP = Calibrated Penetrometer (tons/sq. ft.)											
		Sample	Recov.	Dyn. Cone	*USCS		*DECODISTION		QP	MST	DD	
FT.	FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION		tsf	%	pcf	REMARKS
747.0	0.25			ASTM STP 399	Symbol	7 <u>4 1</u> 8. 7	18" Clayey Topsoil				F	
747.8	0.25					1/ 1/1,	To Clayey Topson					
747.5	_					100						
747.3						1, 1,						
747.0		A-1				\ \ \ \ \ \						
746.8						,						
746.5							Danish and CAND with alass	1.5				
746.3	_				SP-SC		Brown poorly graded SAND with clay; mostly coarse to fine sand, few clayey fines,					
746.0	2.00						wet	2.0				Auger refusal at 2.0' due to
							End of Boring					possible coarse gravel / COBBLE

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-12
Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: IA Rev. By: RS
Coordinates: N=279804.0 E=13307335.7 (MI South ift)
Elevation: 763.8 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings, patched

Date Begin: 0	07/18/2023	Date End: (	07/18/2023	
Tooling	Туре	Dia.	Ground	lwater, ft.
Casing			During	None
Sampler	Hand Auger	3 1/4"	End	NA
Core			Seepage	
Tube			Date	Depth, ft.
SPT Hammer				

Pluggi	ng Re	cord: Bad	ckfilled l rement	borehole with countries with countries with cold patch	ompacte	ed cutt	ings, patched  Depth Drilled: 6.0 ft.			-	
Compo	onent F					5-25%	Some 30-45%, Mostly 50-100%		QP :	= Calib	rated Penetrometer (tons/sq. ft.)
			Recov.		*USCS		•				
FT.	FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION	QP	MST	DD	REMARKS
				ASTM STP 399	Symbol	· A 7 ·		tsf	%	pcf	F:11 0 01 1 0 01
763.6							8" Clayey Topsoil				Fill: 0.0' to 6.0'
763.3						12 27					
763.1	0.75					7////	0.7 Brown lean CLAY with sand; mostly clayey				
762.8	1.00						fines, little coarse to fine sand, few coarse				
762.6	1.25						to fine gravel, moist, Fill				
762.3	1.50										
762.1	1.75										
761.8	2.00	A-1						1.5			
761.6	2.25										
761.3	2.50										
761.1	2.75										
760.8								2.0			
760.6	3.25				01						
760.3	_				CL						
	3.75	A 2									
759.8		A-2									
759.6											
759.3											
759.1	4.75										
758.8											
758.6	_										
758.3											
758.1	5.75	A-3						3.0			
757.8	6.00	Λ-0					Grades with occasional root fragments at $6.0$				
							End of Boring				
							-				
							ary teating has been performed. Stratification changes				

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



**Project No.:** 231349 Boring No.: B-13 Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: BG Rev. By: RS Coordinates: N=279807.1 E=13307341.0 (MI South ift) Elevation: 757.0 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings.

Date End: 07/19/2023 Date Begin: 07/19/2023

Tooling	Type	Dia.	Ground	lwater, ft.
Casing			During	None
Sampler	Hand Auger	3 1/4"	End	NA
Core			Seepage	
Tube			Date	Depth, ft.
SPT Hammer				

	Depth Drilled: 2.5 ft.										
	Component Percentages: Trace < 5%, Few 5-10%, Little 15-25%, Some 30-45%, Mostly 50-100%  QP = Calibrated Penetrometer (tons/sq. ft.)  Elev.   Depth   Sample   Recov.   Dyn. Cone   *USCS										
	1 1	Sample	Recov.		*USCS		*DECODIDE CO	QP	MST	DD	
FT.	FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION	tsf	%	pcf	REMARKS
750.0	0.05	1		ASTM STP 399	Symbol	. 74 1 <sup>N</sup> . 7	18" Clayey Topsoil	10.	"	Po.	Fill: 0.0' to 2.5'
756.8	0.25					1/ 31/	To Clayey Topson				0.0 15 2.0
756.5											
756.3	_					12:31					
756.0	_					11.					
755.8		A-1				1		20			
755.5						/////	1.5	2.0			
755.3							Brown lean CLAY; mostly clayey fines, trace coarse to fine gravel, moist, Fill with				
755.0	_				CL		occasional asphalt debris and root				
754.8		A-2					fragments				
754.5	2.50	A-2					2.5	2.0			
							End of Boring				Auger refusal at 2.5' due to possible coarse gravel / COBBLE

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



Project No.: 231349
Boring No.: B-14
Sheet: 1 of 1

Project: Huron River Drive Slope Failure

Client: Spalding DeDecker Location: Ann Arbor, Michigan

Drill Type: Hand Auger

Crew Chief: Field Eng.: IA Rev. By: RS
Coordinates: N=279807.1 E=13307341.0 (MI South ift)
Elevation: 757.0 ft Datum: NAVD 88 (GPS Observation)

Notes:

Plugging Record: Backfilled borehole with compacted cuttings.

Date Begin: 07/27/2023 Date End: 07/27/2023

	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		0.72.72020	
Tooling	Type	Dia.	Groundwater, ft.	
Casing			During	5.0
Sampler	Hand Auger	3 1/4"	End	NA
Core			Seepage	
Tube			Date	Depth, ft.
SPT Hammer				

Depth Drilled: 9.2 ft

							Depth Drilled: 9.2 ft.				
Compo	nent P	ercentages		< 5%, Few 5-10%		5-25%	Some 30-45%, Mostly 50-100%		QP	= Calib	rated Penetrometer (tons/sq. ft.)
	Depth	Sample	Recov.	Dyn. Cone	*USCS			QP	MOT	רט	
FT.	FT.	Number	FT.	Eq. "N":	Group		*DESCRIPTION		MST	DD	REMARKS
		_		ASTM STP 399	Symbol			tsf	%	pcf	F:::: 0.014 0.01
756.8	0.25					<u>\\ \\ /////</u>	2" Sandy Topsoil 0	.2			Fill: 0.0' to 6.0'
756.5	0.50						Brown lean CLAY with sand and gravel; mostly clayey fines, some coarse to fine				
756.3	0.75						sand, little coarse to fine gravel, moist, Fill				
756.0	1.00							2.5			
755.8	1.25							2.5			
755.5	1.50										
755.3											
755.0											
754.8											
754.5	_										
754.3											
754.0								2.5			
753.8					CL						
753.5	_										
753.3	-										
753.0											
752.8											
752.5											
752.3								3.5			
752.0											
751.8	_										
751.5											
751.3											
751.0		A-1					2				
750.8							Brown lean CLAY; mostly clayey fines, few	4.0			
750.5	-						medium to fine sand, trace fine gravel,				
750.3	_						moist				
750.0											
749.8									15.6		
749.5		U-1							13.0		
749.3					CL						U-1: Atterberg Limits ASTM D4318: LL = 41, PL
749.0							Grades with few fine gravel				= 18, PI = 23
749.0							C. 2223 Mai Ton Into gravor				
748.5											
748.3		11.0									
748.0		U-2						4.0			
140.0	9.00						n	.2			
						<i>////</i>	End of Boring	-	+		
							Ÿ				
									1		

<sup>\*</sup> Visual estimate following ASTM D 2488 unless laboratory testing has been performed. Stratification changes are approximated between samples.



# SUMMARY OF LABORATORY TEST DATA

Boring Number	Sample No.*	Sample Depth (ft)	Sample Description (USCS Symbol)	Natural Moisture Content (%)	(AST	tterbe Limits M D4	318)
			-, -,	,	LL	PL	PI
B-1	S-2	3.5-5	CL	2.9			
B-1	S-3	6.0-7.5	CL	19.6			
B-1	S-4	8.5-10	CL	22.2			
B-1	S-5	13.5-15	CL	14.0			
B-1	S-9	33.5-35	CL	13.2			
B-1	S-10	38.5-40	CL	21.9			
B-2	S-5	11-12.5	CL	23.1	20	11	9
B-2	S-6	13.515	CL	19.3			
B-2	S-7	18.5-20	CL	17.4			
B-2	S-9	28.5-30	CL	16.0			
B-2	S-10	33.5-35	CL	19.6	29	13	16
B-2	S-11	38.5-40	CL	13.5			
B-3	S-2	3.5-5	CL	14.9			
B-3	S-3	6.0-7.5	CL	24.8			
B-3	S-4	8.5-10	CL	18.0			
B-3	S-5	13.5-15	CL	18.7			
B-3	S-6	18.5-20	CL	18.4			
B-3	S-7	23.5-25	CL	17.4			
B-3	S-8	28.5-30	CL	16.0			
B-3	S-10	38.5-40	CL	23.1			
B-4	S-2	3.5-5	CL	8.9			
B-4	S-3	6.0-7.5	CL	14.7			
B-4	S-4	8.5-10	CL	13.9			
B-4	S-5	13.5-15	CL	11.0			
B-4	S-6	18.5-20	CL	18.2			
B-4	S-7	23.5-25	CL	14.4			
B-5	S-2	3.5-5	CL	18.6			
B-5	S-3	6.0-7.5	CL	21.0			
B-5	S-4	8.5-10	CL	20.7			
B-5	S-5	13.5-15	CL	18.1			
B-5	S10	38.5-40	CL	20.4			
B-8	A-3	3-3.25	CL	49.9			
B-14	U-1	7.0-7.8	CL	15.6	41	18	23

<sup>\*</sup> S - Split Spoon Sample (ASTM D 1586)

PROJECT NO.: 231349
PAGE: 1 OF 1

A - Grab Sample

U - Shelby Sample (ASTM D 1587)

"General Decision Number: MI20250001 09/05/2025

Superseded General Decision Number: MI20240001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx

and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- |. Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	er Publication Date
0	01/03/2025
1	05/16/2025
2	05/30/2025
3	06/06/2025
4	07/04/2025
5	07/11/2025
6	07/25/2025
7	08/08/2025
8	08/29/2025
9	09/05/2025

CARP0004-004 06/01/2019

REMAINDER OF STATE

	Rates	Fringes
CARPENTER ( Piledriver)	\$ 27.62	20.59
CARP0004-005 06/01/2018		

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes	
CARPENTER (Piledriver)	\$ 30.50	27.28	
ELEC0017-005 06/01/2025			
STATEWIDE			

	K	ates	Fringes
Line	Construction		
	Groundman/Driver\$	33.32	33%+7.40
	Journeyman Signal Tech,		

Communications Tech, Tower	
Tech & Fiber Optic Splicers.\$ 49.26	33%+7.40
Journeyman Specialist\$ 56.65	33%+7.40
Operator A\$ 41.71	33%+7.40
Operator B\$ 38.98	33%+7.40

#### Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe,

Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of

equipment listed under Operator A.

\_\_\_\_\_

#### ENGI0324-003 06/01/2025

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

		Rates	Fringes
OPERATOR: (Steel Ered	Power Equipment		
GROUP	1	\$ 55.42	28.25
GROUP	2	\$ 56.42	28.25
GROUP	3	\$ 53.92	28.25
GROUP	4	\$ 54.92	28.25
GROUP	5	\$ 52.42	28.25
GROUP	6	\$ 53.42	28.25
GROUP	7	\$ 52.15	28.25
GROUP	8	\$ 53.15	28.25
GROUP	9	\$ 51.70	28.25
GROUP	10	\$ 52.70	28.25
GROUP	11	\$ 50.97	28.25
GROUP	12	\$ 51.97	28.25
GROUP	13	\$ 50.61	28.25
GROUP	14	\$ 51.61	28.25
GROUP	15	\$ 49.97	28.25
GROUP	16	\$ 46.77	28.25
GROUP	17	\$ 32.29	15.40
GROUP	18	\$ 35.78	28.25

#### FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

- GROUP 1: Engineer when operating combination of boom and jib 400' or longer
- GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler
- GROUP 3: Engineer when operating combination of boom and jib 300' or longer
- GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler
- GROUP 5: Engineer when operating combination of boom and jib 220' or longer
- GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler
- GROUP 7: Engineer when operating combination of boom and jib 140' or longer
- GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler
- GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)
- GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler
- GROUP 11: Engineer when operating combination of boom and jib 120' or longer
- GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler
- GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator
- GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

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ENGI0324-004 06/01/2025

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	F	Rates	Fringes
OPERATOR: Power (Steel Erection	• •		
AREA 1	¢	FF 02	20 25
	\$		28.25
			28.25
GROUP 3.		50.61	28.25
GROUP 4.		46.77	28.25
GROUP 5.		32.29	15.40
			28.25
AREA 2			
GROUP 1.		55.02	28.25
GROUP 2.		52.15	28.25
GROUP 3.		50.61	28.25
GROUP 4.		46.77	28.25
GROUP 5.		32.29	15.40
GROUP 6.		35.78	28.25

#### FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6"" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

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AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Underground construction (including sewer)) AREA 1:		
	¢ 45 00	25 25
GROUP 1		25.25
GROUP 2		25.25
GROUP 3	\$ 40.52	25.25
GROUP 4	\$ 39.95	25.25
GROUP 5	\$ 30.35	12.10
AREA 2:		
GROUP 1	\$ 45.98	25.25

<sup>\*</sup> ENGI0324-005 09/01/2025

GROUP	2\$	41.25	25.25
GROUP	3\$	40.52	25.25
GROUP	4\$	39.95	25.25
GROUP	5\$	30.35	12.10

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

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#### \* ENGI0324-006 06/01/2025

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operato (AIRPORT, BRIDGE & HIGH CONSTRUCTION) GROUP 1 GROUP 2 GROUP 3 GROUP 4	WAY\$ 46.21\$ 45.06\$ 38.33	25.25 25.25 25.25 25.25

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Paver Operator (5 bags or more); Slip Form Paver; Asphalt Paver (self propelled); Shovel (Excavator) installing utilities over 20 feet in depth.

Group 2: Asphalt plant operator; crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel (Excavator) operator; Locomotive operator; Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (selfpropelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine);

Asphalt planner (self- propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete); tractor operator (farm type with attachment); Wagon Drill operator; Boom or winch hoist truck operator.

GROUP 3: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm); End Loader operator (1 yard Capacity and over); Side boom tractor (type D or equivalent or larger; Endloader operator \*under 1 yard capacity; Trencher (service).

GROUP 4: Boiler fire tender; Concrete Breaker; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Roller operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier operator (asphalt); Vibratory compaction equipment operator (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid steer.

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ENGI0324-007 05/01/2025

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

I	Rates	Fringes
ODERATOR: Down Equipment		
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and		
forklift\$	43.30	25.00
Crane operator, main boom		
& jib 120' or longer\$	49.77	25.00
Crane operator, main boom		
& jib 140' or longer\$	50.07	24.60

Crane operator, main boom		
& jib 220' or longer\$	5 50.66	25.00
Mechanic with truck and		
tools\$	48.90	25.00
Oiler and fireman	41.76	25.00
Regular operator	47.12	25.00

ENGI0324-008 10/01/2023

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

Rates	Fringes
↑ Equipment	
)	
\$ 37.37	15.44
\$ 35.33	15.44
	Rates  r Equipment )\$ 37.37\$ 35.33

#### SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

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ENGI0325-012 05/01/2025

	Rates	Fringes
Power equipment operators - gas distribution and duct		
installation work:		
GROUP 1	<b>\$</b> 39 78	25 25

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as ""distribution work,"" starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

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#### IRON0008-007 06/01/2024

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
<pre>Ironworker - pre-engineered metal building erector\$ IRONWORKER</pre>	23.70	6.95
General contracts \$10,000,000 or greater\$ General contracts less	39.91	32.32
than \$10,000,000\$	39.91	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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#### IRON0025-002 06/01/2025

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN		
BUREN AND WEXFORD COUNTIES: Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw	.\$ 28.80	27.43
(east of U.S. 23) & Wayne IRONWORKER	.\$ 30.02	28.13
Ornamental and Structural Reinforcing	.\$ 36.55	35.93 32.87
IRON0055-005 07/01/2022		
LENAWEE AND MONROE COUNTIES:		
	Rates	Fringes
IRONWORKER  Pre-engineered metal buildings	.\$ 23.59 .\$ 33.00	19.35 27.20
IRON0292-003 06/01/2020		

### BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector)*  * LABO0005-006 10/01/2022	\$ 31.75	22.84
	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C		12.75 12.90
Also, Level D		12.75 12.90
GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C	\$ 25.18	12.90
Also, Level DLaborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN,	\$ 22.58	12.90

CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)	
Levels A, B or C\$ 21.88  Work performed in  conjunction with site  preparation not requiring  the use of personal  protective equipment;	13.26
Also, Level D\$ 20.80 Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)	12.90
Levels A, B or C\$ 23.74 Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	12.95
Also, Level D\$ 20.80 Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)	12.90
Levels A, B or C\$ 26.33  Work performed in  conjunction with site  preparation not requiring  the use of personal  protective equipment;	12.95
Also, Level D\$ 24.64 Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)	12.90
Levels A, B or C\$ 24.20 Work performed in conjunction with site preparation not requiring	13.80

the use of personal protective equipment; Also, Level D\$ 23.20  Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEE COUNTIES - Zone 4)	13.80
Levels A, B or C\$ 27.13  Work performed in  conjunction with site  preparation not requiring  the use of personal  protective equipment;	14.95
Also, Level D\$ 24.17 Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)	12.90
Levels A, B or C\$ 29.93 Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	14.20
Also, Level D\$ 28.93  Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)	14.20
Levels A, B or C\$ 29.93  Work performed in  conjunction with site  preparation not requiring  the use of personal  protective equipment;	16.90
Also, Level D\$ 28.93  Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)	16.90
Levels A, B or C\$ 31.75  Work performed in  conjunction with site  preparation not requiring  the use of personal  protective equipment;	14.90
Also, Level D\$ 31.75 Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of	14.90

LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone	
2)	
Level A, B, C\$ 29.93	16.90
Work performed in	
conjunction with site	
preparation not requiring	
the use of personal	
protective equipment;	
Also, Level D\$ 28.93	16.90
Laborers - hazardous waste	
abatement: (SANILAC AND ST.	
CLAIR COUNTIES - Zone 5)	16.62
Levels A, B or C\$ 26.21	16.62
Work performed in	
conjunction with site	
preparation not requiring	
the use of personal	
protective equipment;	16 25
Also, Level D\$ 24.75	16.35

#### LAB00259-001 09/01/2024

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES
AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,
MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,
MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,
NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,
OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.
JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,
WASHTENAW AND WEXFORD COUNTIES

I	Rates	Fringes
Laborers - tunnel, shaft and caisson:  ARFA 1		
GROUP 1\$		22.11
GROUP 2\$ GROUP 3\$		22.11 22.11
GROUP 4\$		16.93
GROUP 5\$	24.22	16.93

GROUP	6\$ 2	24.55	16.93
GROUP	7\$ 1	17.83	16.93
AREA 2			
GROUP	1\$	30.00	17.45
GROUP	2\$	32.00	17.45
GROUP	3\$ 2	28.00	17.45
GROUP	4\$ 2	29.57	16.93
GROUP	5\$ 2	25.76	16.93
GROUP	6\$ 2	26.07	16.93
GROUP	7\$ 2	25.57	16.93

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

#### GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips,

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### LAB00334-001 09/01/2024

	Rates	Fringes
Laborons onen sut:		
Laborers - open cut: ZONE 1 - MACOMB, OAKLAND		
AND WAYNE COUNTIES:		
GROUP 1	\$ 27.71	22.11
GROUP 2	•	22.11
GROUP 3	•	22.11
GROUP 4		16.72
GROUP 5	•	16.72
GROUP 6GROUP 7		16.72 16.72
ZONE 2 - LIVINGSTON COUNTY	⊅ 1/.04	10./2
(east of M-151 (Oak Grove		
Rd.)); MONROE AND		
WASHTENAW COUNTIES:		
GROUP 1	\$ 29.65	17.45
GROUP 2	\$ 31.65	17.45
GROUP 3	\$ 27.65	17.45
GROUP 4		16.72
GROUP 5		16.72
GROUP 6	•	16.72
GROUP 7	\$ 22.11	16.72
ZONE 3 - CLINTON, EATON,		
GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA		
COUNTY (City of Portland);		
JACKSON, LAPEER AND		
LENAWEE COUNTIES;		
LIVINGSTON COUNTY (west of		
M-151 Oak Grove Rd.);		
SANILAC, ST. CLAIR AND		
SHIAWASSEE COUNTIES:		
GROUP 1		17.45
GROUP 2		17.45
GROUP 4		17.45
GROUP 4GROUP 5	•	16.72 16.72
GROUP 6	•	16.72
GROUP 7		16.72
ZONE 4 - ALCONA, ALLEGAN,		10172
ALPENA, ANTRIM, ARENAC,		
BARRY, BAY, BENZIE,		
BERRIEN, BRANCH,		
CALHOUN, CASS, CHARLEVOIX,		

CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES: GROUP 1\$26.32 GROUP 2\$28.32 GROUP 3\$24.32 GROUP 4\$22.33 GROUP 5\$22.36 GROUP 7\$19.67 GROUP 7\$22.30 ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC,	17.95 17.95 17.95 16.72 16.72 16.72
HOUGHTON, IRON,	
KEWEENAW, LUCE, MACKINAC,	
MARQUETTE, MENOMINEE,	
ONTONAGON AND SCHOOLCRAFT	
COUNTIES:	
GROUP 1\$ 26.09	18.45
GROUP 2\$ 28.09	18.45
GROUP 3\$ 24.09	18.45
GROUP 4\$ 22.56	16.72
GROUP 5\$ 22.64	16.72
GROUP 6\$ 19.99	16.72
GROUP 7\$ 22.45	16.72

### SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention,

oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

#### OPEN CUT LABORER CLASSIFICATIONS

#### GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

### GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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#### LAB00465-001 06/01/2025

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROÙP 1	\$ 35.51	14.45
GROUP 2		14.45
GROUP 3		14.45
GROUP 4		14.45
GROUP 5	•	14.45
GROUP 6	•	14.45
LABORER (AREA 2)		
GROÙP 1	\$ 33.37	14.45
GROUP 2		14.45
GROUP 3		14.45
GROUP 4		14.45
GROUP 5		14.45
GROUP 6		14.45
LABORER (AREA 3)	,	
GROUP 1	\$ 32.62	14.45
GROUP 2		14.45
GROUP 3		14.45
GROUP 4		14.45
GROUP 5		14.45
GROUP 6		14.45
LABORER (AREA 4)		

GROUP 1	\$ 33.52	13.45
GROUP 2	\$ 33.73	13.45
GROUP 3	\$ 34.02	13.45
GROUP 4	\$ 34.46	13.45
GROUP 5	\$ 34.08	13.45
GROUP 6	\$ 34.51	13.45

#### LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender(including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt

screed checker/screw man on asphalt paving machines.

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#### LAB01076-005 04/01/2025

#### MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1	\$ 28.41	13.45
Zone 2	\$ 24.55	13.45
Zone 3	\$ 23.55	13.45
Zone 4	\$ 22.92	13.45
Zone 5	\$ 22.95	13.45

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

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#### PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

Rates

Fringes

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

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#### PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting	\$ 24.94	13.35

PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee

County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes	
PAINTER	\$ 25.49	13.74	
DATNO04F 04F 05/10/2010			-

PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER	.\$ 25.49	13.74
PAIN0845-018 05/10/2018		

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton,

Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER	.\$ 25.49	13.74
FOOTNOTES: Lead abatement work:	\$1.00 per hour a	dditional.
PAIN1011-003 06/02/2022		

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

Rates Fringes

PAINTER.....\$ 24.66 14.99

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

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PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

Rates Fringes

PAINTER.....\$ 23.79 12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): \$1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.

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#### \* PAIN1803-003 06/01/2025

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

Rates Fringes

#### **PAINTER**

Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke
stacks over 40 ft. of
falling heights, recovery
of lead-based paints and
any work associated with
industrial plants, except
maintenance of industrial
plants......\$ 29.23 19.11
All other work, including
maintenance of industrial
plant......\$ 29.35 19.05

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

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#### PLAS0514-001 06/01/2023

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1	\$ 33.00	18.51
ZONE 2	\$ 31.50	18.51

PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY,

BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline: Welding in conjunction with gas distribution		
pipeline work	\$ 33.03	20.19
All other work:	\$ 24.19	12.28

TEAM0007-004 06/01/2025

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms		
and lowboys	\$ 33.55	.75 + a+b
Trucks under 8 cu. yds	\$ 33.40	.75 + a+b
Trucks, 8 cu. yds. and		

over\$ 33.40	.75 + a+b
AREA 2	
Euclids, double bottoms	
and lowboys\$ 33.65	.75 + a+b
Trucks under 8 cu. yds\$ 33.50	.75 + a+b
Trucks, 8 cu. yds. and	
over\$ 33.50	.75 + a+b

#### Footnote:

- a. \$470.70 per week
- b. \$68.70 daily

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TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

		1	Rates	Fringes
Sign	Install	ler		
	AREA 1			
	GROUP	1\$	21.78	11.83
	GROUP	2\$	25.27	11.8375
	AREA 2			
	GROUP	1\$	22.03	11.83
	GROUP	2\$	25.02	11.8375

#### FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

#### SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in

the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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TEAM0247-010 04/01/2018

#### AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

	I	Rates	Fringes
TRUCK DRIVER	R (Underground		
AREA 1			
GROUP	1\$	23.82	19.04
GROUP	2\$	23.91	19.04
GROUP	3\$	24.12	19.04
AREA 2			
GROUP	1\$	24.12	19.04
GROUP	2\$	24.26	19.04
GROUP	3\$	24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards

capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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*	SUMI2002-001	05	/01	/2002
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	Rates	Fringes
FLAG PERSON	.\$ 10.10 **	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)	.\$ 26.63	14.45
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)	.\$ 25.03	14.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1	.\$ 35.51	14.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2	.\$ 31.96	14.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1	.\$ 33.37	14.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2	.\$ 30.03	14.45

#### WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

\_\_\_\_\_

#### WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
  - a) a survey underlying a wage determination
  - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W.

# Washington, DC 20210.

\_\_\_\_\_

END OF GENERAL DECISION"

"General Decision Number: MI20250074 09/12/2025

Superseded General Decision Number: MI20240074

State: Michigan

Construction Type: Heavy

County: Washtenaw County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- |. Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed| on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/03/2025	
1		06/06/2025	
2		07/04/2025	
3		07/11/2025	
4		07/18/2025	
5		08/01/2025	
6		08/08/2025	
7		08/29/2025	
8		09/05/2025	
9		09/12/2025	

CARP0687-006 06/01/2025

	Rates	Fringes	
CARPENTER, Includes Form Work	\$ 42.44	31.43	
ELEC0252-009 06/01/2025			
	Rates	Fringes	
ELECTRICIAN	\$ 56.05	27.25%+15.25	
ENGI0325-019 09/01/2025			

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1\$	45.98	25.25
GROUP 2\$	41.25	25.25
GROUP 3\$	40.52	25.25
GROUP 4\$	39.95	25.25

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

-----

ENGI0326-008 06/01/2025

#### **EXCLUDES UNDERGROUND CONSTRUCTION**

	Rates	Fringes
OPERATOR:	Power Equipment	
GROUP	1\$ 51.29	25.35
GROUP	2\$ 49.79	25.35
GROUP	3\$ 48.29	25.35
GROUP	4\$ 47.99	25.35
GROUP	5\$ 47.17	25.35
GROUP	6\$ 46.31	25.35
GROUP	7\$ 45.34	25.35
GROUP	8\$ 43.63	25.35
GROUP	9\$ 35.29	25.35

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader,

Roller, Scraper, Tractor, Tren	cher	
GROUP 8: Forklift		
GROUP 9: Oiler		
IRON0025-006 06/01/2025		
	Rates	Fringes
IRONWORKER Reinforcing Structural		33.37 35.93
LAB00334-009 06/01/2025		
EXCLUDES OPEN CUT CONSTRUCTION		
	Rates	Fringes
Landscape Laborer  GROUP 1		9.10 9.10
LANDSCAPE LABORER CLASSIFICATION	S	
GROUP 1: Landscape specialist, equipment operator, lawn sprin (or equivalent)	-	•
GROUP 2: Landscape laborer: sm material mover, truck driver a tender		= -
LAB00334-018 09/01/2022		

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates		Fringes
LABORER			
(1)	Common or General\$ 25.20	9	12.95
(2)	Mason Tender-		

Cement/Concrete\$         (4) Grade Checker\$         (5) Pipelayer\$         (524.20) Pipelayer\$         (7) Landscape\$	25.50 22.90 25.65	12.95 12.95 12.75 12.95 12.95
* LAB00499-020 08/01/2025		
EXCLUDES OPEN CUT CONSTRUCTION		
	Rates	Fringes
LABORER  GROUP 1\$  GROUP 2\$  GROUP 3\$	38.33	15.45 15.45 15.45
LABORER CLASSIFICATIONS		
GROUP 1: Common or General; Grade	Checker	
GROUP 2: Mason Tender - Cement/Con	crete	
GROUP 3: Pipelayer		
PAIN0022-005 07/01/2008		
	Rates	Fringes
PAINTER Brush & Roller\$ Spray\$		14.75 14.75
PLAS0514-002 06/01/2023		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER\$	32.23	22.11
PLUM0190-010 06/01/2021		
	Rates	Fringes
PLUMBER\$		23.70
TEAM0007-006 06/01/2025		

#### TRUCK DRIVER

Dump Truck under 8 cu.

yds.; Tractor Haul Truck....\$ 33.40 .75 + a+b

Dump Truck, 8 cu. yds. and

over.....\$ 33.50 .75 + a+b Lowboy/Semi-Trailer Truck...\$ 33.65 .75+ a+b

#### FOOTNOTE:

a. \$470.70 per week.

b. \$68.70 daily.

\_\_\_\_\_

SUMI2010-072 11/09/2010

Rates Fringes

TRUCK DRIVER: Off the Road

Truck.....\$ 20.82 3.69

\_\_\_\_\_

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this

classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

\_\_\_\_\_

#### WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
  - a) a survey underlying a wage determination
  - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

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

# ATTACHMENT B GENERAL DECLARATIONS

City of Ann Arbor Guy C. Larcom Municipal Building Ann Arbor, Michigan 48107

#### Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, General Information, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED T	HIS, 202
Bidder's Name	Authorized Signature of Bidder
Official Address	(Print Name of Signer Above)
Telephone Number	Email Address for Award Notice

# ATTACHMENT C LEGAL STATUS OF BIDDER

(The bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing bu	siness under the laws of the	State of								
, for whom		, bearing the office title								
of, whose signature is affixed to this Bid, is authorized to execute contra  NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority										
A limited liability company doing by whom bearing the whose signature is affixed to this proportion.	ousiness under the laws of t	he State of,								
* A partnership, organized under the law of, whose members are each) (attach separate sheet if necessar	e (list all members and the st	and filed in the county reet and mailing address of								
* An individual, whose signature with ac	ddress, is affixed to this Bid:	(initial here)								
	Date	, 202								
(Print) Name	Title									
Company:										
Address:										
Contact Phone ( )	Fax ( )									

# ATTACHMENT D PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (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.

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 in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Company Name	
Signature of Authorized Representative	Date
Print Name and Title	
Address, City, State, Zip	
Phone/Email address	

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

9/25/15 Rev 0 PW

# **ATTACHMENT E** 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 twelvemonth 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 Livir

	ge Ordinance. If this exemption applies to your company/non-profit agency please ch								
The Contrac	tractor or Grantee agrees:								
(a)	To pay each of its employees whose wage level is not required to comply with federal, state or leave prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than Living Wage. The current Living Wage is defined as \$17.08/hour for those employers that provemployee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less that \$19.04/hour for those employers that do not provide health care. The Contractor or Grantor understated that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinal and covered employers shall be required to pay the adjusted amount thereafter to be in compliance Section 1:815(3).								
	Check the applicable box below which applies to	your workforce							
	[] Employees who are assigned to any covered City contract/grapplicable living wage without health benefits	rant will be paid at or above the							
	Employees who are assigned to any covered City contract/grapplicable living wage with health benefits	rant will be paid at or above the							
(b)	(b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in ever work place or other location in which employees or other persons contracting for employment are working								
(c)	(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 purpose investigating complaints or non-compliance.	es of monitoring compliance, and							
(e)	To take no action that would reduce the compensation, wages, fringe to employee covered by the Living Wage Ordinance or any person contract by the Living Wage Ordinance in order to pay the living wage required	cted for employment and covered							
has offered Wage Ordin Ordinance,	ersigned states that he/she has the requisite authority to act on behalf of his/hed to provide the services or agrees to accept financial assistance in accordinance. The undersigned certifies that he/she has read and is familiar was, obligates the Employer/Grantee to those terms and acknowledges that if of Ordinance it may be subject to civil penalties and termination of the awase.	dance with the terms of the Living rith the terms of the Living Wage his/her employer is found to be in							
Company Na	Name Street Address								
Signature of A	of Authorized Representative Date City, State, Zip								

Phone/Email address

Print Name and Title

# **Attachment F**

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2025 - ENDING APRIL 29, 2026

\$17.08 per hour

If the employer provides health care benefits\*

\$19.04 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.

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

<sup>\*</sup> 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.

#### **ATTACHMENT G**



## Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

- No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
- 2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
- 3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
- 4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
- 5. Please note any exceptions below:

Conflict of Interest Disclosure*					
Name of City of Ann Arbor employees, elected officials or immediate family members with whom	( ) Relationship to employee				
there may be a potential conflict of interest.	( ) Interest in vendor's company				
, ,	( ) Other (please describe in box below)				
*Disclosing a potential conflict of interest does not disqual	ify vendors. In the event vendors do not disclose potential				

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:							
Vendor Name Vendor Phone Number							
Signature of Vendor Authorized Representative	Date		Printed Name of Vendor Authorized Representative				

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

## **ATTACHMENT H**

#### **DECLARATION OF COMPLIANCE**

#### Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

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 in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor 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.

Company Name	
Signature of Authorized Representative	Date
Print Name and Title	
Address, City, State, Zip	
Phone/Email Address	

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor

(734) 794-6500

2016 Rev 0 NDO-2

### **ATTACHMENT I**

## CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

<u>Discriminatory Employment Practices:</u> No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

<u>Discriminatory Effects:</u> No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter. he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a first complete the complaint form, which complaint. www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

<u>Private Actions For Damages or Injunctive Relief:</u> To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

Michigan Department Of Transportation CP-347 (04/10)

# MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

#### COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(1) NAME OF COM	NTRACTOR / SI	JBCONTRACTOR (CIRCLE ONE	Ξ)		(2) A	DDRES	SS														
(3) PAYROLL NO		(4) FOR WEEK ENDING			(5) I	PROJE	CT AND	D LOCA	TION									(6)	) CONTRAC	TID	
(a	)	(b)	(c)	I	(d) D	AY AND	D DATE	1		(e)	(f)	(g)	(h)	(i)			(j) DED	DUCTIONS			(k)
EMPLOYEE IN	IFORMATION	WORK CLASSIFICATION	Hour Type	HOU	RS WO	RKED	ONPR	OJECT		TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY		WEEKLY	TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE		OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS
NAME:										0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0			\$0.00								
			┖							0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID#:	GROUP/CLASS #:	s							0											
NAME:			L							0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0			2000								,
NAME.			L							0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	s							0											
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NAME:										0			\$0.00	]						\$0.00	\$0.00
ETH/GEN:	ID#:	GROUP/CLASS #:	s							0										Ψ0.00	Ψ0.00
NAME:			L							0			\$0.00							\$0.00	\$0.00
ETH/GEN:	ID#:	GROUP/CLASS #:	s							0										\$5.55	\$5.00

Date		(b) WHERE FRINGE BENI
I,(Name of Signatory Party)	(Title)	☐ — Each lab
do hereby state:		basic hoเ in the cor
(1) That I pay or supervise the payme	nt of the persons employed by	(c) EXCEPTIONS
(Contracto	on the or Subcontractor)	EXCEPTION (CRA
<b>,</b>	; that during the payroll period commencing on the	EXCENTION (CIV
(Building or Work)	, and alling the payton parton serminenting entitle	
day of,,	, and ending the day of,,,	
	been paid the full weekly wages earned, that no rebates have	
	from the full	
(Contract	or or Subcontractor)	
from the full wages earned by any person, of	that no deductions have been made either directly or indirectly other than permissible deductions as defined in Regulations, Part etary of Labor under the Copeland Act, as amended (48 Stat. 948, D.U.S.C. § 3145), and described below:	
	<u> </u>	
	<del>-</del>	
	_	
		REMARKS:
correct and complete; that the wage rates f applicable wage rates contained in any	this contract required to be submitted for the above period are for laborers or mechanics contained therein are not less than the wage determination incorporated into the contract; that the orer or mechanic conform with the work he performed.	
apprenticeship program registered with a Apprenticeship and Training, United States	in the above period are duly registered in a bona fide a State apprenticeship agency recognized by the Bureau of Department of Labor, or if no such recognized agency exists in a prenticeship and Training, United States Department of Labor.	
(4) That: (a) WHERE FRINGE BENEFITS	ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	NAME AND TITLE
the above reference have been or will	sic hourly wage rates paid to each laborer or mechanic listed in d payroll, payments of fringe benefits as listed in the contract be made to appropriate programs for the benefit of such spoted in section 4(c) below:	THE WILLFUL FALSIFICATION OF SUBCONTRACTOR TO CIVIL OR CRIM 31 OF THE UNITED STATES CODE.

_	Each laborer or mechanic listed in the above referenced payroll has been paid
	as indicated on the payroll, an amount not less than the sum of the applicable
	basic hourly wage rate plus the amount of the required fringe benefits as listed
	in the contract, except as noted in section 4(c) below.

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOV	  /E STATEMENTS MAY SUBJECT THE CONTRACTOR OR

MINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE