

PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 26-10

South Main Street Sidewalk

**City of Ann Arbor
Public Services / Engineering**



Due Date: February 19, 2026 by 2:00 p.m. (local time)

Issued By:

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

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION	3
SECTION II: SCOPE OF WORK.....	11
SECTION III: MINIMUM INFORMATION REQUIRED	12
SECTION IV: ATTACHMENTS	18

SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm to provide construction services to construct new ADA compliant concrete sidewalk and ramps along S. Main Street, from Scio Church Road to Stadium Boulevard in the City of Ann Arbor, Michigan. Work will include tree removal, clearing, grubbing, curb and gutter, retaining wall, storm sewer, driveway approaches, pedestals, signage, electrical, pavement markings, and landscaping.

B. BID SECURITY

Each bid must be accompanied 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 February 4, 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 Christopher Wall, P.E. , Project Manager, cwall@a2gov.org

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

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 a2gov.org and MITN.info 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

A pre-proposal conference for this project will be held on **January 29, 2026** from 1:00 p.m. to 2:00 p.m. EST via Microsoft Teams:

To receive an invite to the pre-proposal conference, please email Andrew Kaspov at akaspov@wadetrim.com

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-proposal conference is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the proposal will be affirmed in an addendum.

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 February, 19, 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. 26-10 – S. Main Street Sidewalk**" 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 and time 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 a 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: www.sam.gov.

For the purposes of this RFP the Construction Type of heavy and highway 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 be 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	Anticipated Date
Pre-Proposal Conference	January 29, 2026, 1:00 p.m. (Local Time)
Written Question Deadline	February 4, 2026 5:00 p.m. (Local Time)
Addenda Published (if needed)	Week of February 11, 2026
Proposal Due Date	February 19, 2026 2:00 p.m.(Local Time)
Selection/Negotiations	February/March 2026
Expected City Council Authorizations	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.

5. 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: www.a2gov.org/idlefree.

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.

E. Schedule of Pricing/Cost – 20 Points**Company:**

Project: S. Main Street Sidewalk

File #: 2026-10

RFP#: 26-10

ITEM NUMBER	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
General					
01000.00	General Conditions, Max \$324,000.00	Lump Sum	1	\$ _____	\$ _____
01000.70	DS_Certified Payroll Compliance and Reporting	Lump Sum	1	\$ _____	\$ _____
01040.10	Minor Traffic Control, Max \$97,000.00	Lump Sum	1	\$ _____	\$ _____
01001.00	Project Supervision, Max \$100,000.00	Lump Sum	1	\$ _____	\$ _____
01003.00	Digital Audio-Visual Coverage	Lump Sum	1	\$ _____	\$ _____
01022.00	Erosion Control, Silt Fence	Foot	2,092	\$ _____	\$ _____
01023.10	Erosion Control, Inlet Protection, Fabric Drop	Each	16	\$ _____	\$ _____
01030.00	DS_Construction Fence	Foot	2,537	\$ _____	\$ _____
01030.70	DS_Temporary Protective Fence	Foot	600	\$ _____	\$ _____
01050.10	Sign, Type B, Temp, Prismatic, Furn & Oper	Square Foot	680	\$ _____	\$ _____
01050.30	DS_Sign Cover	Each	10	\$ _____	\$ _____
01051.10	Sign, Type B, Temp, Prismatic, Spec, Furn & Oper	Square Foot	60	\$ _____	\$ _____
01052.00	Temporary "No Parking" Sign	Each	10	\$ _____	\$ _____
01070.00	Sign, Portable, Changeable Message, Furn & Oper	Each	2	\$ _____	\$ _____
01080.00	Plastic Drum, High Intensity, Lighted, Furn & Oper	Each	198	\$ _____	\$ _____
01090.00	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	Each	10	\$ _____	\$ _____
01100.00	Pedestrian Type II Barricade, Temp, Furn & Oper	Each	10	\$ _____	\$ _____
01100.20	DS_Temporary Audible Message Device	Each	2	\$ _____	\$ _____
01101.00	Pedestrian Channelizer Device, Furn & Oper	Foot	100	\$ _____	\$ _____
01102.00	Temporary Pedestrian Ramp, Furn & Oper	Each	4	\$ _____	\$ _____
01103.00	Temporary Pedestrian Mat, Furn & Oper	Foot	100	\$ _____	\$ _____
01118.00	Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 In., White, Temp	Foot	3,412	\$ _____	\$ _____
01119.00	Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 In., Yellow, Temp	Foot	10,906	\$ _____	\$ _____
01129.00	Pavt Mrkg, Wet Reflective, Type NR, Paint, 6 In., White, Temp	Foot	1,565	\$ _____	\$ _____
01130.00	Pavt Mrkg, Wet Reflective, Type NR, Paint, 6 In., Yellow, Temp	Foot	444	\$ _____	\$ _____
Removals					
02000.10	Tree, Rem, 6 In. - 12 In.	Each	49	\$ _____	\$ _____
02000.20	Tree, Rem, 13 In. - 19 In.	Each	13	\$ _____	\$ _____
TOTAL THIS PAGE (BF-1)					\$ _____

E. Schedule of Pricing/Cost – 20 Points**Company:**

Project: S. Main Street Sidewalk

File #: 2026-10

RFP#: 26-10

ITEM NUMBER	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
02000.30	Tree, Rem, 20 In. - 29 In.	Each	6	\$ _____	\$ _____
02000.50	Tree, Rem, 40 In. and larger	Each	1	\$ _____	\$ _____
02020.00	HMA, Any Thickness, Rem	Square Yard	130	\$ _____	\$ _____
02030.00	Curb, Gutter, and Curb and Gutter, Any Type, Rem	Foot	372	\$ _____	\$ _____
02040.00	Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem	Square Foot	1,606	\$ _____	\$ _____
02050.00	Sign, Rem, Salv	Each	8	\$ _____	\$ _____
02050.70	DS_Sign, Rem	Each	1	\$ _____	\$ _____
02050.71	DS_Sign, Special, Rem, Salv	Each	1	\$ _____	\$ _____
02050.72	DS_Post, Rem, Salv	Each	1	\$ _____	\$ _____
02100.70	DS_Guardrail, Rem	Foot	382	\$ _____	\$ _____

Earthwork

03000.70	DS_Machine Grading, Modified	Station	23	\$ _____	\$ _____
03020.00	Subgrade Undercutting, Type II	Cubic Yard	75	\$ _____	\$ _____
03022.00	Subgrade Undercutting, Type III	Cubic Yard	75	\$ _____	\$ _____
03060.00	Non-Hazardous Contaminated Material Handling and Disposal	Cubic Yard	10	\$ _____	\$ _____

Storm and Drainage

06000.01	12 In., Cl IV RCP Storm Sewer, SD-TD-1	Foot	10	\$ _____	\$ _____
06000.02	15 In., Cl IV RCP Storm Sewer, SD-TD-1	Foot	4	\$ _____	\$ _____
06020.10	DS_Flowable Fill (Backfill)	Cubic Yard	10	\$ _____	\$ _____
06050.01	Storm Manhole, 48 In. Dia., (0-8' deep)	Each	1	\$ _____	\$ _____
06110.05	Storm Sewer Pipe, 18 In. Dia., Abandon	Foot	48	\$ _____	\$ _____
06120.03	Storm Sewer Pipe, 12 In. Dia., Rem	Foot	11	\$ _____	\$ _____
06120.05	Storm Sewer Pipe, 18 In. Dia., Rem	Foot	150	\$ _____	\$ _____
06140.00	Storm Sewer Structure, Rem	Each	1	\$ _____	\$ _____
06160.02	Storm Structure Cover, Adjust	Each	4	\$ _____	\$ _____

Streets, Driveways, & Sidewalks

08000.00	Subbase, CIP	Cubic Yard	402	\$ _____	\$ _____
08010.00	Aggregate Base Course, 21AA, CIP	Ton	40	\$ _____	\$ _____
08010.10	DS_Maintenance Gravel	Ton	100	\$ _____	\$ _____
TOTAL THIS PAGE (BF-2)					\$ _____

E. Schedule of Pricing/Cost – 20 Points**Company:**

Project: S. Main Street Sidewalk

File #: 2026-10

RFP#: 26-10

ITEM NUMBER	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
08060.00	Hand Patching	Ton	113	\$ _____	\$ _____
08100.70	DS_Conc, Sidewalk, Fibermesh, 4 In.	Square Foot	10,406	\$ _____	\$ _____
08100.71	DS_Conc, Sidewalk, Fibermesh, 8 In.	Square Foot	715	\$ _____	\$ _____
08110.00	Conc, Curb or Curb & Gutter, All Types	Foot	313	\$ _____	\$ _____
08110.70	Curb Ramp Opening	Foot	84	\$ _____	\$ _____
08120.01	Conc, Driveway Opening, Type M	Foot	130	\$ _____	\$ _____
08130.01	Conc, Sidewalk, 4 In.	Square Foot	9,000	\$ _____	\$ _____
08131.01	Conc, Sidewalk, Drive Approach, or Ramp, 6 In.	Square Foot	1,554	\$ _____	\$ _____
08150.00	Detectable Warning Surface	Foot	51	\$ _____	\$ _____
08150.70	DS_Tactile Directional Indicator	Foot	15	\$ _____	\$ _____
08400.70	DS_Soldier Pile Retaining Wall, Type A	Foot	240	\$ _____	\$ _____
08400.71	DS_Soldier Pile Retaining Wall, Type B	Foot	383	\$ _____	\$ _____
08400.72	DS_Soldier Pile Retaining Wall, Type C	Foot	460	\$ _____	\$ _____
08400.73	DS_CIP Retaining Wall	Foot	435	\$ _____	\$ _____
08500.70	DS_Fence, Chain Link, 72-inch, Vinyl-Coated	Foot	828	\$ _____	\$ _____
08500.71	DS_Fence, Chain Link, 72-inch, Vinyl-Coated, Wall-Mounted	Foot	1,058	\$ _____	\$ _____
08500.72	DS_Gate, Double Swing, 71-Inch Height, 10-Foot Width	Each	2	\$ _____	\$ _____

Lighting and Electrical

09000.70	DS_TS, Pedestrian Pedestal Mtd, Rem	Each	1	\$ _____	\$ _____
09000.71	DS_Sign, Special, Electrical, Relocate	Each	1	\$ _____	\$ _____
09000.72	DS_Pedestal, Rem	Each	2	\$ _____	\$ _____
09000.73	DS_Pedestal Fdn, Rem	Each	2	\$ _____	\$ _____
09000.74	DS_Pushbutton, Rem	Each	2	\$ _____	\$ _____
09000.75	DS_Conduit, Rem	Foot	5	\$ _____	\$ _____
09000.76	DS_TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	Each	5	\$ _____	\$ _____
09000.77	DS_Pedestal, Alum	Each	5	\$ _____	\$ _____
09000.78	DS_Pedestal, Fdn	Each	5	\$ _____	\$ _____
09000.79	DS_Pedestrian Signal System, Accessible	Each	1	\$ _____	\$ _____
09000.80	DS_Push Button Station and Sign	Each	6	\$ _____	\$ _____
TOTAL THIS PAGE (BF-3)					\$ _____

E. Schedule of Pricing/Cost – 20 Points

Company:

Project: S. Main Street Sidewalk

File #: 2026-10

RFP#: 26-10

ITEM NUMBER	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
09010.01	Conduit, Schedule 80 PVC, 2 In.	Foot	55	\$ _____	\$ _____
09010.02	Conduit, Schedule 80 PVC, 3 In.	Foot	55	\$ _____	\$ _____
09020.00	Handhole, Rem	Each	3	\$ _____	\$ _____
09030.01	Handhole Assembly, 17 In. x 30 In. x 18 In.	Each	2	\$ _____	\$ _____
09060.00	Foundation, Light Pole, Rem	Each	11	\$ _____	\$ _____
Landscaping					
10030.00	Fence, Rem	Foot	1,566	\$ _____	\$ _____
10060.00	Turf Restoration	Square Yard	2,635	\$ _____	\$ _____
10090.10	Mulch Blanket	Square Yard	2,635	\$ _____	\$ _____
TOTAL THIS PAGE (BF-4):					
TOTAL FROM PAGE (BF-1):					
TOTAL FROM PAGE (BF-2):					
TOTAL FROM PAGE (BF-3):					
TOTAL BASE BID:					

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

1. 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.
Washtenaw County 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 (insert bid form here)

Company: _____

Unit Price Bid –

<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
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ESTIMATED TOTAL **\$** _____

F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)

Include the name, phone number, and e-mail address of persons(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) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org 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 Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____

("Contractor")

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

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

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled S. Main Street Sidewalk, RFP No. 26-10 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)	General Conditions
Vendor Conflict of Interest Form	Standard Specifications
Prevailing Wage Declaration of Compliance Form (if applicable)	Detailed Specifications
Bid Forms	Plans
Contract and Exhibits	Addenda
Bonds	

ARTICLE II - Definitions

Administering Service Area/Unit means Public Services Engineering Unit

Project means **S. Main Street Sidewalk**

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: Theresa Bridges 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 _____ () 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 \$_____ for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

ARTICLE IV - The Contract Sum

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

_____ Dollars (\$_____)

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

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this 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

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to substance:

By: _____

Name: Jordan Roberts

Title: Public Services Area
Administrator

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____

PERFORMANCE BOND

(1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the City entitled _____, for RFP No. _____ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 *et seq.*

(3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:

- (a) complete the Contract in accordance with its terms and conditions; or
- (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

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

SIGNED AND SEALED this _____ day of _____, 202_____.

(Name of Surety Company)
By _____
(Signature)
Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

(Name of Principal)
By _____
(Signature)
Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

(1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of

\$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the City entitled _____

_____, for RFP No. _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;

- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

SIGNED AND SEALED this _____ day of _____, 202_____

(Name of Surety Company)
By _____
(Signature)

Its _____
(Title of Office)

(Name of Principal)
By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

Name and address of agent:

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 10 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 guarantees.

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 and 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 period _____, 20____, to _____, 20____, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled _____, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

Section 44

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, _____, represents that on _____, 20____, it was awarded a contract by the City of Ann Arbor, Michigan to _____ under the terms and conditions of a Contract titled _____. The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

Contractor _____ Date _____

By _____
(Signature)

Its _____
(Title of Office)

Subscribed and sworn to before me, on this _____ 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:

<http://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

DETAILED SPECIFICATIONS

APPENDIX

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 THIS _____ DAY OF _____, 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 business 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 contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: _____
(initial here)

Authorized Official

_____ **Date** _____, 20____

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

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

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 twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

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

The Contractor or Grantee agrees:

(a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$17.08/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$19.04/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

(b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

(c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.

(d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

(e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

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.

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

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

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**



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.

1. 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 there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*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

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

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.

Discriminatory Employment Practices: 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.

Discriminatory Effects: 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 complaint, first complete the complaint form, which is available at 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.

Private Actions For Damages or Injunctive Relief: 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.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

MICHIGAN DEPARTMENT OF TRANSPORTATION
CERTIFIED PAYROLL
COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE)			(2) ADDRESS													
(3) PAYROLL NO.			(4) FOR WEEK ENDING			(5) PROJECT AND LOCATION			(6) CONTRACT ID							
(a) EMPLOYEE INFORMATION	(b) WORK CLASSIFICATION	(c) Hour Type	(d) DAY AND DATE			(e) TOTAL HOURS ON PROJECT	(f) PROJECT RATE OF PAY	(g) PROJECT RATE OF FRINGE PAY	(h) GROSS PROJECT EARNED	(i) TOTAL WEEKLY HOURS WORKED ALL JOBS	(j) DEDUCTIONS					(k) TOTAL WEEKLY WAGES PAID FOR ALL JOBS
			HOURS WORKED ON PROJECT								FICA	FEDERAL	STATE	OTHER	TOTAL DEDUCT	
NAME:						0			\$0.00						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	S				0			\$0.00					\$0.00	\$0.00
NAME:						0			\$0.00						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	S				0			\$0.00					\$0.00	\$0.00
NAME:						0			\$0.00						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	S				0			\$0.00					\$0.00	\$0.00
NAME:						0			\$0.00						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	S				0			\$0.00					\$0.00	\$0.00
NAME:						0			\$0.00						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	S				0			\$0.00					\$0.00	\$0.00
NAME:						0			\$0.00						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	S				0			\$0.00					\$0.00	\$0.00
NAME:						0			\$0.00						\$0.00	\$0.00
ETH/GEN:	ID #:	GROUP/CLASS #:	S				0			\$0.00					\$0.00	\$0.00
NAME:						0			\$0.00						\$0.00	\$0.00

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- 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.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
<p>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 21, OF THE UNITED STATES CODE.</p>	

DETAILED SPECIFICATION
FOR

MAINTAINING TRAFFIC AND SEQUENCE OF CONSTRUCTION

WT:NJM

1 of 8

1/14/26

a. Description.-

Traffic will be maintained in accordance with the City of Ann Arbor Public Services Department 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.

The following, and herein included Michigan Department of Transportation (MDOT) Maintaining Traffic Typicals and Work Zone Device Details apply to the project: 101-GEN-SPACING-CHARTS, 102-GEN-NOTES, WZD-100-A, and WZD-125-E.

These maintaining traffic provisions are subject to change in the event of special community activities.

The Contractor will 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.

B. Materials.-

The materials and equipment will meet the requirements specified in the corresponding sections of the MDOT 2020 Standard Specifications for Construction and the 2011 MMUTCD.

All signs will be of sizes shown on the plans, unless otherwise directed by the Engineer. Install temporary signs that are to remain in the same place for 14 days or more on driven posts. Install all other temporary signs on portable supports. All signs will have a minimum bottom height of 7.0 feet.

Channelizing devices required for all lane closures will be plastic drums. 42 inch channelizing devices are permissible with approval from the Engineer.

Cold Patching Material will meet the requirements of the City of Ann Arbor Standard Specifications for Construction and as approved by the Engineer.

**DETAILED SPECIFICATION
FOR
MAINTAINING TRAFFIC AND SEQUENCE OF CONSTRUCTION**

WT:NJM

2 of 8

1/14/26

C. Maintenance of Local Traffic..

Local access will be maintained at all times for emergency vehicles (24 hours), refuse pick-up, mail delivery, business deliveries, and ingress/egress to public and private properties. The University of Michigan and City of Ann Arbor will provide special access passes to employees and vendors as needed to have access to the project site.

Contractor must accommodate the safe access to the buildings and businesses located within construction area. Unless approved in writing to the Engineer, pedestrian access to the front of all buildings must be maintained throughout the construction period. When it is necessary and approved to close a section of sidewalk, temporary pedestrian ramps and pathways will be implemented to maintain continuous and safe pedestrian access along the corridor. Pedestrian ramp crossings at intersections will always be maintained at three of four corners. Only one corner of an intersection can be closed at a time. All pedestrian access will be ADA compliant. For work affecting pedestrian crossings, use the included staging sheets and typical details to maintain pedestrian traffic.

Pedestrian building entrances will not be blocked without written authorization from the Engineer and arrangements are made with the affected property owner(s). When it becomes necessary to temporarily block building entrances, the Contractor will notify the Engineer seventy-two (72) hours in advance of any work planned on or near business entrances, and when possible, stage sidewalk work so that it is constructed part-width. The Engineer will not allow the Contractor to prohibit access to businesses during any phase of construction, unless agreed upon with the property owner(s) and authorized in writing by the Engineer.

At times, when it becomes necessary to temporarily obstruct local traffic during the performance of the work, the Contractor will 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 will be included in the Contract pay item "Minor Traffic Devices, Max \$".

A lane-closure permit will be obtained by the Contractor from the City of Ann Arbor Engineering Unit, at least 48 hours in advance of any proposed lane or street closing. No work and no lane closures will be permitted during the following weekends, unless approved by the Engineer:

- Memorial Day (3:00 p.m., Friday May 22, 2026 – 7:00 a.m., Tuesday, May 26, 2026)
- Independence Day (3:00 p.m., Friday July 3, 2026 – 7:00 a.m., Monday, July 6, 2026)

DETAILED SPECIFICATION
FOR

MAINTAINING TRAFFIC AND SEQUENCE OF CONSTRUCTION

WT:NJM

3 of 8

1/14/26

- Ann Arbor Art Fair (7:00 a.m., Thursday, July 16, 2026 – 7:00 a.m. Monday, July 20, 2026)
- Labor Day (3:00 p.m., Friday September 4, 2026 – 7:00 a.m., Tuesday, September 8, 2026)
- Saturdays of home University of Michigan football games.
- If the project is delayed, no work or lane closures, will be performed during University of Michigan home football games.

Prior to removing traffic controls for any of the events defined above, the Contractor will make the site safe, store all materials, and clean up, including sweeping the roadway with a water capable sweeper vacuum truck.

The Contractor will be aware that Pioneer High School falls within the project limits. The last day of school is June 9, 2026. The school hosts a fair during summer months. Uninterrupted pedestrian ADA compliant facilities must be maintained at all times along Stadium Boulevard, S. Main Street, and Scio Church Road for all foot traffic.

All streets and sidewalks that can be open will be open to motorized and non-motorized traffic.

During non-working periods, any area with uncompleted work will have crush approved drums at specific locations and protective fencing, as directed by the Engineer, at no additional cost to the project.

The hours of work on all Local streets are 7:00 a.m. to 8:00 p.m., Monday through Saturday, or as specified on the lane-closure permit. No equipment will be allowed in the street before or after these hours. Local streets may only be closed to through traffic (local access only) with written authorization of the Engineer. Work must be completed each day such that all streets are re-opened to through traffic by 8:00 p.m. unless otherwise specified, directed, or authorized in writing by the Engineer. All major changes in traffic control will be made either between 9:30 a.m. and 3:30 p.m. or between 7:00 p.m. and 6:30 a.m. in order to minimize interference with rush-hour traffic. All traffic controls must be in-place and ready for traffic each day by 6:30 a.m. and 3:30 p.m.

The Contractor will temporarily cover conflicting traffic and/or parking signs when directed by the Engineer included in the pay item "Minor Traffic Devices, Max \$".

The Contractor will 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,

DETAILED SPECIFICATION
FOR

MAINTAINING TRAFFIC AND SEQUENCE OF CONSTRUCTION

WT:NJM

4 of 8

1/14/26

maintenance aggregate, cold patch and/or hot mix asphalt mixtures, as required and directed by the Engineer for maintenance of traffic and local access, will 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; and of removing, salvaging and reinstalling existing signs and supports is included in the bid price for the Contract pay item "Minor Traffic Devices, Max \$".

Mail and paper delivery will not be interrupted during the construction. Upon completion of the construction, all mailboxes and newspaper boxes, including their supports, will be repositioned in their permanent locations as approved by the Engineer. This work will be included the Contract unit price for the Contract pay item "General Conditions, Max \$", when applicable, and it will not be paid for separately.

The Contractor will perform the work of this Contract while maintaining traffic in accordance with the Contract Documents as specified herein. No traffic will be allowed on newly placed asphalt surfaces until rolling has been satisfactorily completed and the surface has cooled sufficiently to prevent damage from traffic.

The Contractor will furnish, erect, maintain, and upon completion of the work, remove any and all traffic control devices utilized on the project.

c. Coordination.

1. The Contractor will notify the Project Engineer a minimum of 72 business hours prior to the implementation of traffic shifts, lane closures and street closures.
2. The Contractor will coordinate his operations with Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA). See Project Coordination Detailed Specification for a list of other projects within or adjacent to the CIA.

Construction Influence Area (CIA).- The CIA will include the area from POB to POE within the Right-of-way of South Main Street, Scio Church Road and Stadium Boulevard shown in the plans. The CIA will include the affected portions of the driveways along and contiguous with these roadways.

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

DETAILED SPECIFICATION
FOR

MAINTAINING TRAFFIC AND SEQUENCE OF CONSTRUCTION

WT:NJM

5 of 8

1/14/26

Police and Fire.- The Contractor will 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.**

Signal Modifications

Signal timing and phasing modifications are anticipated for construction at South Main Street and Stadium Boulevard and South Main Street and Scio Church Road. The Contractor will coordinate work with the City ahead of any decided changes in the traffic control.

Sign Reinstallation

As necessary during construction, the Contractor will be responsible for logging the legend and location of any signs that:

1. Must be removed to facilitate the construction process;
2. Are to be permanently removed, or;
3. Are to be permanently relocated.

The Contractor will remove the signs as indicated on the plans. The Contractor will have all proposed signs, posts, and associated mounting materials delivered to the City of Ann Arbor Public Works, W.R. Wheeler Service Center, 4251 Stone School Road, Ann Arbor, MI. After construction is complete, but before opening any roadway lane to traffic, City of Ann Arbor Signs and Signals will install all signs in their proper, permanent location. To coordinate sign installation/reinstallation, the Contractor will 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 will be completed by the City of Ann Arbor Signs and Signals Unit.

PROJECT SCHEDULE MILESTONES:

The work will be performed in two sequential phases as described herein. Work in Phase 1 will not take place concurrently with work in Phase 2. The Contractor will schedule, coordinate, and execute all operations to ensure continuous progress and maintain access as required.

DETAILED SPECIFICATION
FOR
MAINTAINING TRAFFIC AND SEQUENCE OF CONSTRUCTION

WT:NJM

6 of 8

1/14/26

Phase 1 Work – Pertains to all work that is to be completed on the east side of South Main Street between Scio Church Road and Stadium Boulevard. The summary of this work includes but is not limited to the following:

1. Set up Traffic Control as shown on the plans for the two-lane closure of South Main Street between Scio Church Road and Stadium Boulevard.
2. Install soil erosion control measures, temporary protective fence, and construction fence.
3. Perform removals of hardscapes, fencing, signage, light poles and conduit. Contractor will coordinate with DTE to remove their existing light poles along the entire corridor prior to beginning any work on the soldier pile wall.
4. Install soldier pile wall as indicated on plans and complete rough grading of proposed sidewalk on east side of South Main Street between Scio Church Road and Stadium Boulevard.
5. Coordinate with DTE to directional drill 2" conduit for light pole connections and install light pole foundations.
6. Complete proposed sidewalk, signage, fencing and hardscape restorations along the length of South Main Street between Scio Church Road and Stadium Boulevard and signal work on east side of South Main Street at intersection of South Main Street and Scio Church Road and South Main Street and Stadium Boulevard intersection. Allow concrete time to cure.
7. Coordinate with DTE to install light poles, fixtures, standards, and luminaires. Sidewalk and roadway may not be opened to pedestrian/vehicular traffic until permanent lighting is in place and energized.
8. Remove Traffic Control, temporary protection fence, and construction fence along the east side of South Main Street between Scio Church Road and Stadium Boulevard.
9. Switch to Phase 2A following authorization by the Engineer.

Phase 2 Work – pertains to all work that is to be completed on the west side of South Main Street at the intersection of Scio Church Rd and South Main Street. Work in this phase will not begin until work in Phase 1 is complete and authorized by the Engineer. This Phase is split into 2 distinct elements, Phase 2A and Phase 2B. Phase 2A will begin first and Phase 2B will not begin until after the work in Phase 2B is complete and authorized by the Engineer. The summary of this work includes but is not limited to the following:

Phase 2A

DETAILED SPECIFICATION
FOR

MAINTAINING TRAFFIC AND SEQUENCE OF CONSTRUCTION

WT:NJM

7 of 8

1/14/26

1. Set up Traffic Control at the intersection of Scio Church Road and South Main Street on the west side of South Main Street and the north side of Scio Church Road as indicated on the plans.
2. Install soil erosion control measures and perform removals of sidewalk, curb and gutter, utilities and hardscapes.
3. Complete all grading, sidewalk construction, hardscape restoration and signal work at the intersection of Scio Church Road and South Main Street on the west side of South Main Street and the north side of Scio Church Road as indicated on the plans. Allow time for concrete to cure.
4. Remove Traffic Control along the west side of South Main Street at the intersection of Scio Church Road and South Main Street.
5. Switch to Phase 2B following authorization by the Engineer.

Phase 2B

1. Set up Traffic Control at the intersection of Scio Church Road and South Main Street on the west side of South Main Street and the south side of Scio Church Road as indicated on the plans.
2. Install soil erosion control measures and perform removals of sidewalk, curb and gutter, utilities and hardscapes.
3. Complete all grading, sidewalk construction, hardscape restoration and signal work at the intersection of Scio Church Road and South Main Street on the west side of South Main Street and the south side of Scio Church Road as indicated on the plans. Allow time for concrete to cure.
4. Remove Traffic Control along the west side of South Main Street at the intersection of Scio Church Rd and South Main Street.

Measurement and Payment.- The estimated quantities for maintaining traffic is based on the maintenance of traffic plans. Any additional signing, traffic control devices, pavement markings, or the like required to expedite the construction, beyond that which is specified, will be at the Contractor's sole expense.

The completed work as measured will be paid at the Contract unit price for the following Contract pay items:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Traffic Regulator Control	Lump Sum
Minor Traffic Devices, Max \$	Lump Sum
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn and Oper	Each
Plastic Drum, High Intensity, Lighted, Furn and Oper	Each

DETAILED SPECIFICATION
FOR

MAINTAINING TRAFFIC AND SEQUENCE OF CONSTRUCTION

WT:NJM

8 of 8

1/14/26

Sign, Type B, Temp, Prismatic, Furn and Oper.....	Square Foot
Sign, Type B, Temp, Prismatic, Spec, Furn and Oper.....	Square Foot
Sign, Portable, Changeable Message,Furn & Oper	Each
Lighted Arrow, Type C, Furn & Oper	Each
DS_Temporary Pedestrian Ramp, Furn and Oper	Each
Temporary Pedestrian Mat, Furn and Oper.....	Foot
DS_Detectable Warning Surface, Temp	Square Foot
DS_Pedestrain Path, Temp.....	Foot
DS_Temporary Audible Message Device.....	Each
Pedestrian Channelizer Device, Furn and Oper	Each
Pedestrian Type II Barricade, Temp, Furn and Oper	Each
Pavt Mrkg, Wet Reflective, Type R, Tape, 24 In., Stop Bar.....	Foot
Pavt Mrkg, Wet Reflective, Type R, Tape, 6 In., Crosswalk.....	Foot
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 In., White, Temp	Foot
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 In., Yellow, Temp.....	Foot
Pavt Mrkg, Wet Reflective, Type R, Tape, 6 In., White, Temp	Foot
Pavt Mrkg, Wet Reflective, Type R, Tape, 6 In., Yellow, Temp.....	Foot

The unit price for this item of work will include all labor, material, and equipment costs required to perform the work specified herein and includes both furnishing and operating the devices.

DETAILED SPECIFICATION
FOR
PROGRESS CLAUSE

WT:NJM

1 of 3

1/14/26

a. Description.-

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

This Contract requires concrete sidewalks, soldier pile wall, storm water, signal work, and associated work on South Main Street from Scio Church Road to Stadium Boulevard.

The entire work under this Contract will be completed in accordance with, and subject to, the scheduling requirements as outlined below, in the Maintenance of Traffic and Sequence of Construction Detailed Specification, and all other requirements of the Contract Documents.

1. The Contractor is expected to be furnished with an electronic copy of the Contract, for his/her execution, on or before **March 4, 2026**. The Contractor will electronically execute the Contract and return it, with the required Bonds and Insurance Certificate, to the City within **fourteen (14) days**. City Council review and approval of the Contract is expected on **April 6, 2026**. The Notice of Award would be provided after the Council approval. The Contractor will not begin the work on-site 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.
2. The Contractor will only begin the work of this project upon receipt of the fully executed Contract and Notice to Proceed, which anticipated to be on or before **May 4, 2026, however the Notice to Proceed issuance is subject to the execution of the Possession and Use Agreement between the City and the Ann Arbor Golf and Outing Club, or the acquisition of a Sidewalk Easement, Maintenance Easement, and Temporary Construction Easement from the Ann Arbor Golf and Outing Club, either of which are required to perform the work within the project**. Appropriate time extensions will be granted if the Notice to Proceed is delayed beyond this date. Given the need to start the project on-time and meet deadlines, time extensions for Phase 1 will not be granted for delays associated with material procurement. The Contractor may elect to procure materials at their own risk prior to the Notice to Proceed being issued in order to meet the schedule if material delays are anticipated. Work on this project may not begin without an Engineer approved project schedule submitted by the Contractor that includes details of guaranteed material delivery dates.

DETAILED SPECIFICATION
FOR
PROGRESS CLAUSE

WT:NJM

2 of 3

1/14/26

3. The Contractor will coordinate work with the following parties during and prior to construction:
 1. DTE Electric for existing light pole removal.
 2. DTE Electric for light pole foundation removal (performed by the Contractor).
 3. DTE Electric for underground conduit installation.
 4. DTE Electric for light pole standard and luminaire construction.

All work listed above must be coordinated by the Contractor such that any new improvements installed with this project are not disturbed after installation nor require rework.

4. All project work, except for acceptance of Turf Restoration, will be Complete in accordance with the General Conditions on or before August 28, 2026. Turf Restoration will be ready for acceptance on or before September 30, 2026. Final payment will not be issued until Turf Restoration has been accepted by the Engineer.

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 will submit a detailed schedule of work for the Engineer's review and approval. Work will 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 will update the approved work schedule upon request by the Engineer and present it to the Engineer within seven days of said request.

The City selected contractor will provide written weekly construction updates to the City, and the Engineer. Equally, the contractor will consult with the City, and the Engineer on any unanticipated scope changes that impact the City.

The Engineer may delay or stop the work due to threatening and/or inclement weather conditions. The Contractor will not be compensated for unused materials or downtime due to weather conditions. The Contractor is solely responsible for protecting utilities, repairing all damages to the work and to the site, including road infrastructures, road subgrades, utilities, and any adjacent properties, which are caused as a result of working in the inclement weather conditions.

DETAILED SPECIFICATION
FOR
PROGRESS CLAUSE

WT:NJM

3 of 3

1/14/26

The Contractor will 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 protecting utilities, repairing all damages to the work and to the site, including road infrastructures, road subgrades, utilities, and any adjacent properties, which are caused as a result of working in the dark.

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, will entitle the City to deduct from the payments due the Contractor, **\$3,000.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the "Open to Traffic" dates for each phase and "Calendar Days to Complete" for each sub-phase, as required by this Detailed Specification and the Maintenance of Traffic Detailed Specification.

Liquidated Damages will be assessed until the required work is completed in the current construction season. If, with the Engineer's approval, work is extended beyond seasonal limitations, the assessment of Liquidated Damages will be discontinued until the work is resumed in the following construction season. Liquidated Damages will be assessed until all required work is completed for each phase as defined herein. There are no maximum limit on the Liquidated Damages amounts that may be charged to the Contractor.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT COORDINATION

WT:AJK

1 of 1

1/20/2026

The Contractor is hereby notified that there may be other construction projects, not associated with this project, scheduled for construction during the same timeframe as this project within the local vicinity.

The following is a listing of known construction projects within the local vicinity that may have an impact on this project. Please note that this listing may not be complete and the Contractor shall verify any other projects within the local vicinity that may impact this project.

- DTE street light removals and installation of new conduit, light pole foundations and light poles within the project area.

The Contractor will coordinate its work on this project with that of the Contractor on other projects, as directed by the Engineer. Payment for Project Coordination will be included in payment for General Conditions, Max. No additional compensation will be allowed for costs incurred by the Contractor due to coordinating with or delays caused by other projects.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
CERTIFIED PAYROLL

WT:AJK

1 of 2

9/25/2025

a. Description. This specification covers all administrative requirements, payroll reporting procedures to be followed by Contractors performing work on City-sponsored public improvements projects, and all other miscellaneous and incidental costs associated with complying with the applicable sections of the City of Ann Arbor Code of Ordinances with regard to payment of prevailing wages and its Prevailing Wage Compliance policy.

This specification is not intended to include the actual labor costs associated with the payment of prevailing wages as required. Those costs should be properly incorporated in all other items of work bid.

b. General. The Contractor is expected to comply with all applicable sections of Federal and State prevailing wage laws, duly promulgated regulations, the City of Ann Arbor Code of Ordinances, and its Prevailing Wage Compliance Policy as defined within the Contract Documents. The Contractor will provide the required certified payrolls, City-required declarations, and reports requested elsewhere in the Contract Documents within the timeline(s) stipulated therein.

The Contractor will also provide corrected copies of any submitted documents that are found to contain errors, omissions, inconsistencies, or other defects that render the report invalid. The corrected copies will be provided when requested by the Supervising Professional.

The Contractor will also attend any required meetings as needed to fully discuss and ensure compliance with the Contract requirements regarding prevailing wage compliance. The Contractor will require all employees engaged in on-site work to participate in, provide the requested information to the extent practicable, and cooperate in the interview process. The City of Ann Arbor will provide the needed language interpreters in order to perform wage rate interviews or other field investigations as needed.

Certified Payrolls may be submitted on City-provided forms or forms used by the Contractor, as long as the Contractor's forms contain all required payroll information. If the Contractor elects to provide their own forms, the forms will be approved by the Supervising Professional prior to the beginning of on-site work.

c. Unbalanced Bidding. The City of Ann Arbor will examine the submitted cost for this item of work prior to Contract award. If the City determines, in its sole discretion, that the costs bid by the Contractor for complying with the Contract requirements are not reasonable, accurately reported, or may contain discrepancies, the City reserves the right to request additional documentation that fully supports and justifies the price as bid. Should the submitted information not be determined to be reasonable or justify the costs, the City reserves the right to pursue award of the Contract to the second low bidder without penalty or prejudice to any other remedies that it may have or may elect to exercise with respect to the original low-bidder.

The Contract Completion date will not be extended as a result of the City's investigation of the as-bid amount for this item of work, even if the anticipated contract award date must be adjusted. The only exception will be if the Contractor adequately demonstrates that their costs were appropriate and justifiable. If so, the City will adjust the Contract completion date by the number of calendar days commensurate with the length of the investigation, if the published Notice to Proceed date of the work cannot be met. The Contract unit prices for all other items of work will not be adjusted regardless of an adjustment of the Contract completion date being made.

d. Measurement and Payment. The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Certified Payroll Compliance and Reporting	Lump Sum

The unit price for this item of work will include all supervisory, accounting, administrative, and equipment costs needed to monitor and perform all work related to maintaining compliance with the tasks specified in this Detailed Specification, the City of Ann Arbor Code of Ordinances, its Prevailing Wage Compliance policy and the applicable Federal and State laws.

Payment for this work will be made with each progress payment, on a pro-rata basis, based on the percentage of construction completed. When all the work of this Contract has been completed, the measurement of this item will be 1.0 times the Lump Sum bid amount. This amount will not be increased for any reason, including extensions of time, extra work, and/or adjustments to existing items of work.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
TEMPORARY AUDIBLE MESSAGE DEVICE

WT:AJK

1 of 4

1/13/2025

a. Description. This work will consist of furnishing and installing temporary audible message devices to be used in Temporary Pedestrian Alternate Routes (TPAR) for pedestrians with visual impairments in compliance with the latest version of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) and the Public Right-of-Way Accessibility Guidelines (PROWAG), published in November 2005. All work will be in accordance with the Special Provision for "Maintenance of Traffic" and as indicated on the plans, and as modified herein.

b. Categories.

Audible message devices (AMDs) will have two categories:

1. AMDs without a pushbutton - these devices will operate based on a proximity sensor; the audible message content will be given when the sensor is activated.
2. AMDs with a pushbutton and locator tone -these devices will have the capability of utilizing a locator tone for pedestrians with visual impairments to locate the pushbutton on the AMD. The pushbutton on the AMD will activate the audible message content. The AMD may continuously sound the locator tone, or the locator tone may be activated with a proximity sensor.

c. Criteria.

The following are the necessary criteria for all types of AMDs to be on the APL:

- a. Compliant with the latest version of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) and the Public Right-of-Way Accessibility Guidelines (PROWAG), published in November 2005.
- b. Be weatherproof and fully operational between -20° F to +130° F and in a humidity range of 0-100% non-condensing.
- c. Be able to be battery operated.
- d. Proximity sensor will be able to detect pedestrians from 15 feet away.
- e. The ability to verbalize a custom voice messages for a minimum of 60 seconds.
- f. Volume requirements
 - Volume measured at 3 feet from the AMD will be 2 dB minimum and 5 dB maximum above ambient noise level in standard operations and

- will be responsive to ambient noise level changes.
- The ability to maximize volume at 100 dBA

The following are the additional necessary criteria for AMDs with pushbuttons and locator tones:

- g. The device will be designed such that the pushbutton is within the Reach Ranges identified in PROWAG when the device is placed on level ground. In addition, the pushbutton will be placed approximately at 42 inches (but no more than 48 inches) from the bottom of the device.
- h. Pushbuttons will incorporate a locator tone at the pushbutton. Pushbutton locator tone volume measured at 3.0 feet from the pushbutton will be 2 dB minimum and 5 dB maximum above ambient noise level and will be responsive to ambient noise level changes. The duration of the locator tone will be 0.15 seconds maximum and will repeat at intervals of one second. The locator tone may be activated by a proximity sensor.

d. Materials.

Approved Temporary Audible Message Devices are as follows:

- Model 400ADA audible Device, manufactured by Empco-Lite, 1675 Shanahan Drive, South Elgin, IL USA 60177.
 - The 400ADA is an audible information device that can be mounted on various safety devices like the ADA Wall, 42" Cones, and the Safety Wall. Or it can just be a stand-alone device.
 - Easily program your message with built-in microphone and speaker.
 - Record up to a 60 second message.
 - Customize message for each location. See "Messages for Audible Information Devices" for message guidelines and helpful information.
 - When routes are blocked (especially mid-block closings), there are alternate crossings or alternate routes that are not continuous, these units provide positive guidance for the visually impaired by providing needed audible information. See 2009 MUTCD Section 6D.01 E, Section 6D.02, Section 6F.14, Section 6F.16 and notes on Figure 6H-28 and Figure 6H-29 (see PDF).
 - Unit can be mounted on a standard barricade light housing utilizing two 6V spring terminal batteries or can be a self contained unit operating on four D-Cell batteries.

- Unit is triggered by motion detector when pedestrians get within 15 feet of the unit.
- SpeakMaster 500, manufactured by MDI Worldwide, 38271 W Twelve Mile Road, Farmington Hills, MI 48331.
 - The ADA SpeakMaster™ is an audible warning device that alerts pedestrians of a sidewalk closure ahead and provides navigation instructions. Rugged design, simple to install and programmable through Bluetooth connectivity, the 9" DFB sign promotes safety where ever they're installed.
 - The all aluminum ADA SpeakMaster stands 5.5 feet high, is completely weather resistant, and ADA compliant. The two-sided frame at the top has snap-open side rails to easily change custom signs. The frame can rotate 360° to accommodate the different requirements of multiple urban areas. The unit is powered by an extended-life battery stored in a key-locked compartment in the base, and the base can be weighted for added stability and security. The electronics are housed in the upright, also in a key-locked compartment, and messages can be programmed on site, by cell phone, or computer. The base tilts and rolls on hidden wheels.
 - The ADA SpeakMaster is positioned approximately 100 feet before the actual sidewalk closure. As the pedestrian approaches, he hears a unique locator tone, which the visually impaired have been taught to recognize. The tone is either on continuously or is activated by an optional motion sensor and indicates that there is more information. The pedestrian locates the push button and activates the voice module to hear navigation instructions. He can then safely pass through the temporary pedestrian accessible route.

e. Construction.

Installer's Qualifications: Engage an experienced Installer who has successfully completed AMD installations similar in material, design, and extent to that indicated for this Project.

The contractor will follow manufacturer specifications for installation, except where they conflict with MMUTCD or other project requirements.

f. Measurement and Payment. The completed work, as described, will be paid for at the contract unit prices for the following contract items (pay items):

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Temporary Audible Message Device	Each

Payment for **DS_Temporary Audible Message Device** will be measured by each unit completely installed, maintained, and removed and will include all costs for labor, materials, and equipment required to complete this work, including furnishing and installing temporary audible message device, maintaining, relocating, and removing from the site after contract work is completed or at the direction of the Engineer.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
GUARDRAIL, REM

WT:AJK

1 of 1

9/21/2025

a. Description. This work consists of removing guardrail and backfilling with class II granular material in accordance with the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as shown on the plans, as specified herein, and as directed by the Engineer.

b. Materials. The Contractor will provide class II granular material in accordance with section 902 of the MDOT 2020 Standard Specifications for Construction.

c. Construction. The Contractor will remove guardrail in accordance with Section 204 of the MDOT 2020 Standard Specifications for Construction.

The Contractor will furnish and install class II granular material in accordance with Section 205 of the MDOT 2020 Standard Specifications for Construction in voids remaining from remove of guardrail and supports.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Guardrail, Rem	Foot

Payment for **DS_Guardrail, Rem** will be measured by the foot for guardrail completely removed in the field, and includes removal, haul away, and disposal of multiple beam elements, posts, anchorages, including concrete blocks and sleeves, hardware, and other items and furnishing and installing compacted class II granular material. Payment includes all labor, material, and equipment required for removing guardrail as shown on the plans and as specified herein.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
MACHINE GRADING MODIFIED

WT:AJK

1 of 7

1/16/2026

a. Description. This work consists of providing all labor, material, and equipment required to excavate, fill, and grade to establish proposed subgrade elevations as described in Section 205 of the Michigan Department of Transportation Standard 2020 Specifications for Construction with the following exceptions: includes hauling, disposal, storing and stockpiling topsoil, salvaging and stockpiling of aggregate base, miscellaneous removals, furnishing and compacting granular material, subgrade manipulation, proof rolling, protecting existing utilities, and all work described herein within the grading limits indicated on the plans.

Earth grades will be constructed by saw cutting and excavating and disposing of existing bituminous pavement, concrete pavement, sidewalks, curbs, gutters, culverts, soil, rock, vegetation (including trees, stumps, brush, shrubs, roots, and logs) or other deleterious materials; removing and salvaging or disposing of topsoil; and by placing and compacting existing approved fill material or imported MDOT Class II Granular Material.

All work will be completed in accordance with Sections 204, 205, 403, 501, 815 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as modified herein.

b. Materials. All materials will meet the requirements as specified in Sections 205 and 902 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as specified herein.

Fill material will be suitable material obtained from the site approved by the Engineer or imported MDOT Class II granular material.

c. Soils Information. Soil information provided as part of the contract documents is for informational purposes only and will not relieve the Contractor of the responsibility of investigating all local conditions before bidding.

d. Contractor's Calculations. Existing and proposed cross sections are provided in the plans. The Contractor will perform his/her own computations and is responsible to inspect the site to determine his/her own estimate of the quantities of work involved. Deviations between the existing and proposed cross-sections shown on the plans will not be cause for additional compensation.

e. Permit to Place. The Engineer will issue to the Contractor a "Permit to Place" for the aggregate base. If the Contractor does not immediately place the aggregate base, the Contractor will be solely responsible for the protection of the subgrade and

will conduct operations and provide the necessary equipment to ensure the satisfactory completion of the work without damaging the subgrade. This may require the transportation and movement of materials over additional distances in lieu of driving upon the unprotected or partially unprotected subgrade.

f. Suspension of Work. The Engineer will have the authority to suspend the work wholly or in part for any periods of time as may be deemed necessary due to unsuitable weather or such other conditions which are considered unfavorable for the prosecution of the work or for any other condition or reason deemed to be in the best interest of the project. The Contractor will not suspend work without giving prior written notification to the Engineer.

g. Coordination. The Contractor will coordinate all work with utility companies and others where work by others is within the areas indicated for Machine Grading on the plans or at the direction of the Engineer.

h. Access. The Contractor will maintain access to the project site per the Maintenance of Traffic special provision.

i. Removal and Salvaging of Topsoil and Aggregate Base. The Contractor will remove, salvage, and stockpile topsoil and/or aggregate base and perform all related work in accordance with Section 205.03.A.1 and/or 205.03.A.2 of the Michigan Department of Transportation Standard Specifications for Construction to prepare for the existing surface for placement of 4 inches of topsoil to accommodate turf establishment in the areas indicated on the plans.

j. Miscellaneous Removals. The Contractor will remove bituminous, aggregate, and concrete materials around manholes, structures, and utility covers, remove bituminous curbs, driveway wedges, overlays on existing curb and gutter, and other miscellaneous bituminous surfaces, and remove any surface feature located within the grading limits indicated on the plans or as directed by the Engineer for which there is no specific pay item in the proposal for its removal.

The Contractor will remove and dispose of all abandoned cables, conduit, and pipe encountered within the limits of any earthwork excavation including undercuts at the direction of the Engineer. Where the inverts of abandoned, or to be abandoned or removed conduits or pipe are less than 16 inches below the bottom of any earth excavation or undercut, the conduits and/or pipe will be removed and the resulting void filled with an Engineer approved material. The fill material will be compacted to 95% of its maximum unit weight in lifts not exceeding 12 inches. The Contractor will remove aggregate base furnished as temporary aggregate to cover utility trenches. The Contractor may elect to reuse aggregate base at the approval of the Engineer.

k. Protection of the Grade. The work will be kept well drained at all times. The Contractor will repair all areas of the work that become damaged due to rain at the Contractor's expense as directed by the Engineer.

The Contractor will be responsible for the maintenance of the foundation, roadway or sidewalk embankment, and subgrade. Any damage caused by traffic or the Contractor's operations, to the foundation, roadway or sidewalk embankment or subgrade will be remedied by the Contractor at his/her sole expense.

The Contractor will conduct his/her operations and provide the necessary equipment to ensure the satisfactory completion of the work without damaging the foundation, roadway embankment or subgrade. This may require the transporting and movement of materials over additional distances.

I. Protection of Utilities. Utility lines may become exposed at, above, or below, the foundation or subgrade elevation during machine grading or subgrade undercutting operations. If this occurs, the Contractor will excavate around, above and/or below the utility lines, as directed, to complete the machine grading or subgrade undercutting operations.

m. Foundation Preparation. The Contractor will prepare the earth grade in accordance with Section 205.03.A of the Michigan Department of Transportation 2020 Standard Specifications for Construction as shown on the plans, and as specified herein.

The earth grade will be compacted to 95% of its maximum unit weight, as measured by the AASHTO T-180 method, to a depth of at least 10 inches. If this cannot be achieved, in the opinion of the Engineer, he/she will direct the Contractor to perform Subgrade Undercutting of the type specified or as directed by the Engineer.

n. Subgrade Construction. The Contractor will construct the subgrade by performing earth excavation and placing roadway embankment work in accordance with Sections 205.03.G and 205.03.H of the Michigan Department of Transportation 2020 Standard Specifications for Construction, as shown on the plans, and as specified herein.

The Contractor will shape and prepare the subgrade outside of proposed utility trench areas to the grades and cross-sections, shown on the plans, including sidewalk, driveways, and landscape areas, or as directed by the Engineer, and as specified herein. The subgrade will be prepared to ensure uniform support for the pavement structure. To achieve this, the work will include, but not be limited to:

1. Excavate, remove, haul away, and dispose of any surplus or unsuitable materials.
2. Import and furnish any additional Engineer approved fill materials necessary.
3. Move existing and/or furnished materials longitudinally and transversely as necessary.
4. Cut, place, compact, and trim existing and/or furnished materials to construct the roadway embankment and subgrade to the specified elevations within tolerances.

5. Stockpiling, and moving again, any cut materials which cannot be immediately placed upon excavation due to construction staging.
6. Grade around mailboxes, trees, utilities poles, other utility features, and all other distinguished permanent features. The Contractor will be responsible for any damaged caused to such features.
7. Maintain the work in a finished smooth condition until it is accepted by the Engineer.

If the Contractor's equipment should cause any rutting or other damage in the base, subbase or subgrade, the equipment will be immediately restricted from the grade and the Contractor will restore the area to the satisfaction of the Engineer at the Contractor's expense.

The Contractor will excavate, fill, and grade the subgrade to accommodate all proposed subbases, aggregate bases, pavements, swales and adjacent planting beds, curb and gutter, driveways, sidewalks, bicycle paths, other similar structures, bioswale planting mix, topsoil, and any other features which the subgrade supports.

The Contractor will prepare the subgrade to ensure uniform support for the pavement structure. The finished subgrade will be placed to within 1 inch below and $\frac{3}{4}$ inch above the plan grade. Variations will be corrected with the placement of compacted granular material. The tolerances for the pavement structure strata are not additive.

In areas where the existing grade is to be cut to achieve proposed subgrade elevation (cut sections), rubber tire equipment including scrapers, wheel loaders, and graders may be used by the Contractor but only to within 2 feet above the proposed subgrade elevation.

After the grade has been cut to within 2 feet above the subgrade elevation, the Contractor will install all proposed underground utilities and underdrains within the 1:1 influence of the proposed pavement section.

Following the installation of utilities, the Contractor will perform the remaining cutting using tracked equipment only. The Contractor will only excavate an amount that the Contractor can maintain and protect and keep well drained at all times.

In areas where the existing grade is to be filled to achieve the proposed subgrade elevation (fill-sections), filling will not take place until all proposed underground utilities within the 1:1 influence of the proposed pavement have been installed. However, if the existing grade does not provide the required minimum cover for a portion of any utility, filling for the road subgrade will be performed to provide such minimum cover. This filling will be for the entire width of the roadway (to 1 foot behind the curb) at a length as determined by the Engineer.

The Contractor will place fill materials only on stable earth grade approved by the Engineer.

The Contractor will place fill in 6-inch lifts and compacted to 95% of the maximum unit weight as determined by the AASHTO 180 test.

o. Proof Roll to Establish Subgrade. Immediately following the completion of the grading and compaction of the subgrade as required above, the Contractor will notify and allow the Engineer to inspect the finished subgrade for soft or uncompacted areas, and for areas of unsuitable and deleterious soils.

The Contractor will proof roll the grade or other surfaces as directed by the Engineer. Equipment for proof rolling will be a pneumatic-tired roller and will have suitable body for ballast loading with such capacity that the gross load may be varied between 25 and 40 tons. The Contractor may use an appropriately loaded single axle or tandem axle dump truck in lieu of the specified roller to achieve the loads specified above. The proof rolling vehicle will be operated at walking speed. The proof roller will make one or more passes to complete coverage of the completed subgrade. Where proof rolling shows the subgrade to be unstable, such areas will be undercut and repaired as determined by the Engineer. Following the completion and approval of all undercuts required based on the proof rolling, the subgrade will be considered established.

The Contractor will not operate rubber-tired equipment on the established subgrade unless specifically authorized in writing by the Engineer.

The Contractor will be responsible for the maintenance of the subgrade. Any damage to the subgrade due to the Contractor's activities or the activities of its subcontractors, will be repaired by the Contractor at the Contractor's expense including any additional undercuts required after the subgrade had been established.

p. Subgrade Manipulation. The Contractor will perform Subgrade Manipulation on the foundation or subgrade in accordance with Section 205.03.F of the Michigan Department of Transportation 2020 Standard Specifications for Construction where indicated on the plans, as specified herein, and as directed by the Engineer.

Where subgrade manipulation is required, the foundation or subgrade will be thoroughly scarified, blended, and mixed to a depth of 12 inches. The work will be accomplished by means of a large diameter disc, motor grader, or other equipment approved by the Engineer. After the foundation or subgrade has been manipulated to the satisfaction of the Engineer and allowed to dry, the soil will be compacted to 95% of its maximum dry density as measured by the AASHTO T-180 method. The time required for drying the soil will not be a basis for an extension of time.

q. Rock Excavation. The Contractor will perform Rock Excavation for boulders $\frac{1}{2}$ cubic yard in volume or less in accordance with Section 205.03.B of the Michigan Department of Transportation 2020 Standard Specifications for Construction where shown on the plans, as specified herein, and as directed by the Engineer.

r. Structure and Sewer Cleanliness. All sewers and structures, including manholes, gate wells, valve boxes, inlet structures, and curbs will be protected from damage and contamination by debris and construction materials. Structures will be maintained clean of construction debris and properly covered at all times throughout construction. The Contractor will immediately clean any structures and/or sewers that become contaminated with construction debris. The Contractor will be responsible for all direct and indirect damages which are caused by sewers or structures which have been made unclean or have been damaged by the Contractor.

s. Measurement and Payment. The completed work, as described, will be paid for by planned quantities at the contract unit price for the following contract items (pay items):

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
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DS_Machine Grading, Modified	Station
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Payment for **DS_Machine Grading, Modified** will include all costs for labor, materials, and equipment necessary to complete the work described herein except when separate pay items are provided in the proposal to compensate for the work.

Quantities paid for **DS_Machine Grading, Modified** will be planned quantities by the station, measured along the proposed S. Main Street Sidewalk construction centerline from right-of-way to right-of-way, including temporary grading permits, from POB to POE, which may be adjusted due to changes in the limits of work as issued in writing by the Engineer.

The estimated quantities for excavation and embankment are 1,800 and 50694 and 194 cubic yards, compacted-in-place (CIP), respectively. These estimated quantities are for informational purposes only. Earthwork associated with utility work is included in their pay items. Estimated quantities for excavation and embankment may be more or less based on field conditions encountered during construction. The Contractor is responsible for reviewing the information in the bid documents to compare to these estimated figures. Claims related to estimated quantities for excavation and embankment will be denied by the Owner.

Granular material backfill required for utility trenches will be paid for as part of the corresponding utility pay items.

The Contractor is advised that due to the phasing of the project and the probable unsuitability of some or all of the excavated material for use as approved fill material, there may be imbalances between the amount of earth cut which is suitable for reuse as fill, and the amount of earth needed to construct the lines and grades shown on the plans, or as directed by the Engineer. The Contractor will make provisions for such imbalances and will include in the bid price for this work the cost of importing/furnishing,

placement, and compaction of MDOT Class II granular material, as well as the cost of stockpiling and re-handling of imported and/or on-site Engineer approved materials as necessary to complete the work of constructing the embankment and subgrade to the cross sections shown on the plans.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
CIP Retaining Wall

WT:AJK

1 of 2

1/19/2026

a. **Description.** This work consists of providing all labor, materials, and equipment required to furnish and install a reinforced retaining wall in accordance with City of Ann Arbor 2025 Public Services Standard Specifications, the Michigan Department of Transportation 2020 Standard Specification for Construction, as detailed on the plans, except as modified herein, and as directed by the Engineer.

b. **Materials.** The Contractor will furnish materials in accordance with the Michigan Department of Transportation 2020 Standard Specification for Construction, unless otherwise specified.

Aggregate base will be 21AA in accordance with Section 902.

Curing materials will be in accordance with Section 903.

Joint materials will be in accordance with Section 914.

Concrete will be MDOT grade 3500 concrete in accordance with Section 1004.

Reinforcing steel will be new billet steel deformed bars conforming to ASTM A615, grade 60.

c. **Construction.** The Contractor will construct CIP Retaining Wall in the areas indicated on the plans in accordance with Section 706 of the Michigan Department of Transportation 2020 Standard Specification for Construction.

The Contractor will excavate for retaining wall and aggregate base, and will notify the Engineer once excavation is completed, prior to placement of aggregate base. The Engineer will review the subgrade and may direct subgrade undercutting.

The Contractor will install aggregate base in accordance with Section 302.

The Contractor will set reinforcing members on supports to ensure proper cover, set forms for the retaining wall, and notify the Engineer prior to pouring concrete for inspection of forms and reinforcing members.

The Contractor will pour and finish concrete with chamfer edge and broom finish, install expansion joints, and apply curing compound. Concrete will be vibrated to consolidate. The Contractor will correct honeycomb or other surface defects.

d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_CIP Retaining Wall.....	Foot

Payment for **DS_CIP Retaining Wall** will include all costs for labor, materials, and equipment required to perform the work as described herein, including, but not limited to, excavation, aggregate base, concrete placement, finishing, chamfer, splices, curing compound, expansion joint, reinforcing steel, haul away and disposal of spoils and excess material, and cleanup. The completed work will be measured by the foot along the finished top surface of the wall for units completely installed.

Subgrade undercutting will be paid for separately.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CONCRETE FIBERMESH SIDEWALK

WT:AJK

1 of 5

9/21/2025

a. Description. This work consists of providing all labor, materials, and equipment required to furnish and construct fibermesh concrete sidewalk, sidewalk ramps, and sidewalk curb where indicated and detailed on the plans in accordance with City of Ann Arbor 2025 Public Services Standard Specifications, except as modified herein, and as directed by the Engineer.

b. Materials. The materials will meet the requirements as specified in Section 802.02 of the Michigan Department of Transportation 2020 Standard Specifications and as specified herein.

All concrete furnished will be grade 4000 with 6AA coarse aggregate. The Contractor may elect to add GGBFS to 4000 mixtures in accordance with the requirements of the contract documents. No additional payment will be made for concrete mixtures containing GGBFS.

All concrete mixtures will contain 6AA coarse aggregates which are either natural or limestone and meet the requirements of Section 902.

It will be the Contractor's sole responsibility to propose specific concrete mix designs which meet the requirements of this Special Provision and the contract documents.

Fibermesh reinforced concrete will have monofilament non-metallic polypropylene fibrillated fibers added at a rate of 1.5 pounds per cubic yard. The fibers will meet the requirements of ASTM C1116/C1116M, Type III, 1/2 to 1-1/2 inches long. The concrete will be thoroughly mixed for a minimum of 5 minutes after the addition of the fibers to assure uniform distribution throughout the concrete.

Curing compound for all concrete, will be "clear" type waterborne, membrane-forming curing compound in accordance with ASTM C309, Type 1, Class B, dissipating or waterborne, membrane-forming curing and sealing compound in accordance with ASTM C1315, Type 1, Class A.

Concrete Mixing:

Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94 and ASTM C 1116/C1116M (for fiber reinforced concrete) and furnish batch ticket information.

When material temperature exceeds 90 deg F, material is unsuitable for installation and will be rejected.

c. Construction.

Expansion joints of the thickness shown on the details will be placed as directed by the Engineer.

The preparation of the aggregate base course upon which the curb and gutter will be constructed will be performed in accordance with Section 302 of the 2020 MDOT Standard Specifications.

The concrete curb and gutter and/or driveway openings will not be constructed on a pedestal or a mound. The aggregate base course will be constructed the full width of the stage or phase in which concrete curb and gutter or driveway opening is to be constructed.

The concrete items being placed will not be opened to construction or vehicular traffic until such time as the concrete has reached the required flexural strength. The Contractor will cast beams in accordance with Section 603.03.B.10, and as approved by the Engineer, and obtain concrete flexural strength in accordance with the requirements of Section 104.11, Table 104-2. Beams cast for open to traffic determinations will be cured in the same manner and environment as the concrete items which they represent.

Flexural strength beams will be tested (broken) with a device meeting the approval of the Engineer and be in a state of good repair and will be calibrated by an accredited testing laboratory or engineering company within a period of two years from the date of the test being performed.

Inspection

Notify Owner's Representative 48 hours before placing concrete. Do not place concrete before Engineer has approved completed reinforcement installation.

Formwork Installation

Design, construct, erect, brace, and maintain formwork according to ACI 301.

Provide chamfer strips in the corners of concrete forms to produce beveled corners on walls and columns which will be exposed to view in finished construction.

Formwork Removal

Forms may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.

Do not remove formwork until cylinder break or beams break test indicates concrete has reached 2500 psi strength.

Joints

Construct joints true to line with faces perpendicular to surface plane of concrete.

Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:

Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces. Exterior exposed concrete slab on grade pavement contraction joints will be hand tooled/grooved, unless otherwise indicated.

Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.

Concrete Placement

Comply with ACI 301 for placing concrete.

Do not add water to concrete during delivery, at Project site, or during placement.

Consolidate concrete with mechanical vibrating equipment according to ACI 301.

Application of Bonding Agent: Clean existing surfaces free of dirt, oil, grease and cleaning agents. Apply bonding agent in accordance with manufacturer's directions. Do not allow bonding agent to puddle in low spots. Place new concrete within time limits recommended by bonding agent manufacturer.

Finishing Formed Surfaces

Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

Concrete Protecting and Curing

Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 308, ACI 306.1 for cold-weather protection and with ACI 305 for hot-weather protection during curing.

Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:

1. **Moisture-Retaining-Cover Curing:** Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
2. **Curing Compound:** Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
3. **Curing and Sealing Compound:** Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

Concrete Surface Repairs

Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete, but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

Field Quality Assurance

Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

Tests: Perform according to ACI 301. Obtain at least one composite sample for each 100 cubic yard or fraction thereof of each concrete mixture placed each day.

Concrete Washout

Do Not Discharge concrete/grout washout into storm drains, catch basins, the sanitary sewer system, ditches, or surface waters. Perform washing of concrete trucks and materials clean-up in designated areas or an approved off site location. Use as little water as necessary.

d. Measurement and Payment. The completed work, as described, will be paid for at the contract unit prices for the following contract items (pay items):

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Conc, Sidewalk, Fibermesh, _ In.	Square Foot

Payment for **DS_Conc, Sidewalk, Fibermesh, _ In.**, will be measured by the square foot for units completely installed in the field, and will include all costs for labor, materials, and equipment required to complete this work, including furnishing, installing, and finishing concrete, admixtures, and curing compound.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
CONSTRUCTION FENCE

WT:AJK

1 of 3

1/21/2026

a. Description. This work consists of designing, furnishing, installing, and maintaining a temporary protective 6-foot-tall metal wire chain-link fence supported on ground-drive posts and removing the fence and posts following completed construction in accordance with the City of Ann Arbor 2025 Public Services Standard Specifications, the University of Michigan Master Specifications, the Michigan Department of Transportation 2020 Standard Specifications for Construction, as shown on the plans, as specified herein, and as directed by the Engineer.

Following the completion of all work, except landscaping, and at the direction of the Engineer, the Contractor will remove the fence, posts, and hardware entirely and backfill with approved material, and restore affected turf areas during Turf Restoration operations.

b. Materials. The Contractor will furnish materials that meet the following requirements:

Chain-link fence – 6-foot-tall with 9 gage galvanized steel wires, woven into 2-inch diamond mesh pattern with top selvages knuckled.

Posts – ground driven posts as required for the indicated height, but not less than 2-3/8-inch outside diameter.

Ties – 9 gage galvanized metal wire ties.

Privacy screen - 85% closed knitted polyethylene scree fabric, 5.1 ounce per square yard with grommets spaced 24 inches on center along cloth perimeter for attachment to wire mesh and posts. Color will be directed by the Engineer.

Backfill – excavations and voids remaining from removal of the posts will be backfilled with compacted class II granular material that meets the requirements of the Michigan Department of Transportation 2020 Standard Specifications for Construction, section 902.

c. Coordination. The Contractor will coordinate with the City of Ann Arbor, Ann Arbor Golf and Outing, and the University of Michigan Golf Course to identify times during which the Contractor may install the posts, and fence and, at a different time, remove the posts and fence. This may require working during off-hours, providing supplemental lighting,

and multiple scheduled off-hour operations. The City of Ann Arbor has an ordinance in place that requires contractors to obtain approval to work during off hours. The Contractor will not be permitted to work during off-hours without approval from the City. Claims and extensions of time for delays resulting from coordination with the Engineer, Ann Arbor Golf and Outing, and the University of Michigan Golf Course will not be approved.

d. Construction. The Contractor will follow the manufacturer's instructions and Specifications for installation of fence, posts, and hardware where indicated on the plans or at the direction of the Engineer.

The Contractor will clear, haul away, and dispose of brush, small trees, debris, and other materials in conflict with the installation of the fence and posts in accordance with the Michigan Department of Transportation 2020 Standard Specifications for Construction, section 201.

The Contractor will drive posts not less than 42 inches below grade and install fence and hardware according to the manufacturer's instructions. The fence will be installed to be free of slack as determined by the Engineer. Posts will be spaced not more than 18 feet on center or 12 feet on center if utilizing top rails to adequately support the fence or as directed by the Engineer. Ties will be spaced not less than 16 inches on center. Fence mesh material will align with top of posts. Fasten privacy screen to fence.

Once approved by the Engineer, the Contractor will remove and haul away the fence and posts. The Contractor will immediately backfill voids with compacted class II granular material in accordance with section 205 of the MDOT 2020 Standard Specifications for Construction to the bottom of Turf Restoration limits.

e. Maintenance. The Contractor will inspect the fence and posts daily to ensure integrity and will make repairs and adjustments as needed for maintenance or as directed by the Engineer.

f. Measurement and Payment. The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Construction Fence.....	Foot

The work described herein, including the clearing and grubbing, construction and removal, haul away, and disposal, will be paid by the linear foot. Payment will not be made until after the fence, posts, and hardware are completely removed and hauled away, and voids have been backfilled. Partial payments will not be approved for partially

completed work, including clearing and the construction of the fence. Payment for **DS_Construction Fence** will include payment for all labor, material, and equipment required to construct and remove the fence, privacy screen, and posts and backfill voids where shown on the plans according to the manufacturer's instructions, and as specified herein.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
CURB RAMP OPENING

WT:AJK

1 of 1

9/21/2025

a. Description. This work consists of providing all labor, materials, and equipment required to construct curb ramp opening where indicated and as detailed on the plans in accordance with City of Ann Arbor 2025 Public Services Standard Specifications and the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

b. Materials. The Contractor will furnish concrete materials in accordance with City of Ann Arbor 2025 Standard Specifications.

c. Construction. The Contractor will construct curb ramp opening as described in section 803 of the MDOT 2020 Standard Specifications for Construction in accordance with City of Ann Arbor 2025 Public Services Standard Specifications for concrete curb and gutter construction.

d. Measurement and Payment. The completed work, as described, will be paid for at the contract unit prices for the following contract items (pay items):

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Curb Ramp Opening.....	Foot

Payment for **DS_Curb Ramp Opening** will be measured by the foot for units completely installed in the field, and will include all costs for labor, materials, and equipment required to complete this work described herein, including furnishing, placing, and finishing concrete and curing compound.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
HANDHOLE ADJUST

WT:AJK

1 of 1

9/21/2025

a. Description. This work consists of providing all labor, materials, and equipment required to adjust handholes to finished elevations in accordance with the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

b. Materials. The Contractor will furnish class II granular materials that meet the requirements of Section 902 MDOT 2020 Standard Specifications for Construction.

c. Construction. The Contractor will perform miscellaneous concrete removals, excavation and/or furnish and install compacted MDOT class II to adjust handholes to finished elevations in accordance with Sections 205 and 818 of the MDOT 2020 Standard Specifications for Construction.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Handhole Adjust.....	Each

Payment for **DS_Handhole Adjust** will be measured by each unit adjusted and will include all costs for labor, materials, and equipment costs to perform the work as described herein, including any additional concrete removals or excavation and furnishing and installing compacted MDOT class II granular material.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
MAINTENANCE GRAVEL

WT:AJK

1 of 1

9/21/2025

a. Description. This work consists of providing all labor, materials, and equipment required to furnish, install, and remove maintenance gravel in accordance with the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

b. Materials. The Contractor will furnish 21AA aggregate materials that meet the requirements of section 902 MDOT 2020 Standard Specifications for Construction.

c. Construction. The Contractor will install and maintain maintenance gravel in accordance with Section 306 of the MDOT 2020 Standard Specifications for Construction.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Maintenance Gravel.....	Ton

Payment for **DS_Maintenance Gravel** will be measured by the ton for maintenance gravel installed, maintained, removed, hauled away, and disposed of, and will include all costs for labor, materials, and equipment costs to perform the work as described herein.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
PERMANENT TRAFFIC SIGNS AND SUPPORTS

WT:AJK

1 of 1

9/21/2025

a. Description. This work consists of providing all labor, materials, and equipment required to remove and salvage permanent traffic signs and associated supports and foundations in accordance with the City of Ann Arbor 2025 Public Services Standard Specifications Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as shown on the plans, and as specified herein, and as directed by the Engineer.

b. Materials. The Contractor will furnish materials in accordance with the following sections of the Michigan Department of Transportation Standard Specifications for Construction, except where otherwise noted below:

c. Construction. The Contractor will remove, furnish, salvage, and deliver signs to the City in accordance with Section 810 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as modified herein.

Remove signs of the type indicated and sign supports in accordance with section 810.03.U Michigan Department of Transportation 2020 Standard Specifications for Construction.

d. Measurement and Payment. The completed work, as described, will be paid for at the contract unit price for the following contract items (pay items):

<u>Contract Item (Pay Item)</u>	<u>Unit</u>
DS_Sign, Rem	Each
DS_Sign, Special, Rem, Salv.....	Each
DS_Post, Rem, Salv	Each

Pay for **DS_Sign, Special, Rem, Salv** and **DS_Post, Rem, Salv** will be measured by each for units salvaged, stored, and delivered to the City and will include all costs for labor, material, and equipment required to salvage, store, and deliver salvaged permanent signs and posts and associated hardware as shown on the plans and as specified herein.

Payment for **DS_Sign, Rem** will be measured by each for units completely removed and will include all costs for labor, material, and equipment required to remove, haul away, and disposal of signs, foundations, supports, and hardware.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
SIGN COVER

WT:AJK

1 of 1

9/21/2025

a. Description. This work consists of providing all labor, materials, and equipment required to furnish, install, and remove sign covers in accordance with the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

b. Materials. Sign cover materials will meet the requirements of section 922 of the MDOT 2020 Standard Specifications for Construction.

c. Construction. The Contractor will install and remove sign covers in accordance with Section 812 of the MDOT 2020 Standard Specifications for Construction.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Sign Cover	Each

Payment for **DS_Sign Cover** will be measured by each unit furnished, installed, removed, and hauled away, and disposed of, and will include all costs for labor, materials, and equipment costs to perform the work as described herein.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
SOLDIER PILE WALL

WT: IG

1 of 5

01/02/24

a. Description.

This work shall consist of the design, documentation, furnishing, and installation of a soldier pile retaining wall and precast concrete lagging in accordance with the City of Ann Arbor 2025 Public Services Standard Specifications, the 2020 MDOT Standard Specifications for Construction, the American Institute of Steel Construction (AISC), the American Society of Testing and Materials (ASTM), Federal Specifications (FS) the U.S. Department of Labor, Occupational Safety and Health Act (OSHA), Construction Standards and Interpretations, 29 CFR Part 1926, Subpart S. Section 1926.800, "Underground Construction", and this Detailed Specification, as shown on the plans and as directed by the Engineer.

This item of work shall include, but not be limited to:

- Preparation of Shop Drawings
- Furnishing and installation of Soldier Pile and Concrete Lagging System as required on Drawings.
- Contractor may submit a Soldier Pile and Lagging Wall alternative design due to Contractor construction means and methods. In this case, Contractor shall provide alternative design Shop Drawings and respective calculations sealed and signed by a qualified Professional Engineer registered in the State of Michigan. The design shall conform to the Minimum Design Criteria shown on the Drawings and existing subsurface exploration.

The Contractor is responsible for quality control, including workmanship and material furnished by his subcontractors and suppliers. The following documents govern the work except where more restrictive requirements are specified:

- Michigan Department of Transportation (MDOT) Standard Specifications For Construction.
- City of Ann Arbor 2024 Standard Specifications
- Occupational Safety and Health Act (OSHA).
- Naval Facilities Engineer's Command Design Manual (NAVFAC D.M.) 701, 7.02, 7.03.
- Comply with all Federal and State laws and regulations applying to the design and construction of shoring, bracing and excavation support systems.

Submit the following information at least 6 weeks prior to starting project work. The work shall not commence prior to the review and approval of the submittal(s) by both the Engineer and City of Ann Arbor, the owner of the existing gas and water mains in the vicinity.

- Contractor Qualifications: The soldier pile wall installation shall be done by a

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
SOLDIER PILE WALL

WT: IG

2 of 5

01/02/24

Contractor with suitable equipment, competent personnel, and a reputation of satisfactorily performing the work. The Contractor shall have a minimum of five years successful experience, within the last 10 years, and a minimum of five successful installations on projects of a similar size and scope to this project. Evidence of compliance with this section shall be submitted to the Engineer for review prior to entering into a contract for the work.

- If any diversion from Design Drawings, a design for the proposed soldier pile system shall be submitted for record, sealed and signed by a Professional Engineer registered in the State of Michigan. Unless otherwise specified, the registered Professional Engineer shall have at least 5 years of experience, all in the last 10 years, in the design of the specific ground support systems.
- Concrete and Grout Mix Design: Submit concrete mix and grout designs suitable for method of concrete and grout placement to Engineer and City of Ann Arbor's testing laboratory.
- Shop Drawings of HP Steel Members, Precast Concrete Lagging, and Cast-In-Place Reinforcement of Wall Cap.
- Shop Drawing: Submit a soldier pile installation and excavation plan showing the details and the sequence of below ground construction, and methods of excavating obstructions.
- Instrumentation Plan: Details of the Contractor's instrumentation plan as required to provide the data necessary to document compliance with the tolerances identified in this Specification.

Soil borings were made during the design of this project at locations identified on the Drawings. Interpretation of all data and reports for construction purposes is the responsibility of the Contractor.

Protection of Existing Structures

Determine and verify the location of existing underground utilities and existing structures before starting excavation, temporary dewatering installation or piles operations. If utilities are to remain in place, provide protection from damage during excavation operations.

Existing inactive utility lines left abandoned shall be removed, drilled through, or cut as required to install the retention system without extra charge to the City of Ann Arbor.

Should uncharted obstructions or incorrectly charted obstructions, or utilities be encountered during installation or excavation operations, consult the Engineer immediately with the plan of procedure. Cooperate with the City of Ann Arbor, and public or private utility companies in keeping their respective service and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

Do not interrupt existing utilities serving facilities occupied and used by the City of Ann

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
SOLDIER PILE WALL

WT: IG

3 of 5

01/02/24

Arbor or others, except when permitted in writing by the Engineer, and then only after acceptable temporary utility services have been provided.

Protect all structures, pavement, underground utilities, and other construction from damage caused by excavation.

Provide barrier protection for open excavation, surrounding structures, utilities, sidewalks, pavements, and other facilities from damage.

Product Delivery, Storage, and Handling

The Contractor shall provide timely delivery and installation of materials to avoid extended on-site storage, and to avoid delaying the work of other trades. Materials shall be kept protected during fabrication, delivery, storage, handling, and erection.

Materials delivered to the site shall be new, unused, and undamaged and shall be accompanied by certified test reports. Storage of material shall be stored and handled according to manufacturer's recommendations to prevent permanent deflection, distortion, or damage. Storage of material shall also facilitate required inspection activities.

b. Materials.

Cast-in-Place Structural Concrete: Conform to MDOT Standard Specifications for Construction Division 7.

Steel H-piles: ASTM A588, Grade 50 Hot-Dip Galvanized.

Other Structural Steel: Conform to MDOT Standard Specifications for Construction Division 7.

Bolts: ASTM A490.

Precast Concrete Lagging: f'c 5000 psi concrete with nominal rough thickness of 8 inches and 6 inches as shown on Drawings. Precast Concrete Lagging shall be designed to support soil loads shown on Drawings.

Reinforcing Bars: ASTM A 615, Grade 60, deformed.

Appurtenant Steel Materials: Steel plates, shapes, bolts, nuts, rivets, and other appurtenant fabrication and installation materials shall conform to the manufacturer's standards.

Materials Tests: The manufacturer shall test and certify that the structural materials will meet the specified chemical, mechanical, and section property requirements prior to

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
SOLDIER PILE WALL

WT: IG

4 of 5

01/02/24

delivery to the site.

c. Construction

Shop Drawings shall be based on Design Drawings and/or approved Contractor alternative design that suits Contractor construction means and methods.

Installation

Examine the areas and conditions under which Soldier Pile and Concrete Lagging Wall system is to be installed and do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

Accurately locate all underground utilities prior to starting construction and take the required measures necessary to protect them from damage.

Installation work and procedures shall conform to the shop drawings, engineering calculations, and testing and monitoring procedures.

Coordinate installation with scheduled excavation work.

Excavation

Excavated Material: Remove excavated material and dispose of it off site without violating local and federal laws.

Protection of Excavation: Maintain continuous protection of the excavation during construction so that no slope stability and/or soil erosion can occur.

Sloped excavation shall be in accordance with OSHA.

Any surface flow from rains or water discharges shall be diverted from the excavation.

The maximum height of unsupported vertical excavation as specified by OSHA, Subpart P.

Soldier Piles and Concrete Lagging

Soldier piles shall be constructed by pre-boring method properly aligned. Vertically a maximum of 0.25% out of plumb will be allowed. Misaligned or non-vertical piles shall be corrected at no additional cost to the City of Ann Arbor.

Pile tips shall be installed to proper embedment elevations shown on Drawings. Pre-formed holes shall be backfilled with structural concrete, as specified on Drawings, by tremie methods to the base of the excavation.

Excavate soils around H-piles in accordance with OSHA Subpart P and install concrete

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
SOLDIER PILE WALL

WT: IG

5 of 5

01/02/24

lagging. Provided drainage system and geotextiles to prevent soil migration as shown in Drawings. Structural Backfill as required on MDOT Division 2 and Drawings.

d. Measurement and Payment

This item of work will be paid for per horizontal linear foot of wall in place. Price paid shall be payment in-full for all labor, material, and equipment necessary for the soldier pile wall and shall include but not be limited to designs, submittals, testing, drilled shafts, excavations, H-piles, pile coatings, placing and compacting of base and backfill, geotextiles, temporary support of excavations, wall drainage systems, PVC pipe and fittings, weep holes, leveling pads, panels, concrete lagging/facing, coping/concrete caps, reinforcing bars, appurtenant steel materials, sealants, veneers, restoration, cleanup, and all other items necessary to complete the job, whether specifically mentioned or implied. Measurement for retaining wall will be taken from end to end along the top of the installed wall defined as the top of concrete facing or coping or top of panels for soldier pile walls with panels and without coping.

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

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Soldier Pile Retaining Wall, Type A.....	Foot
DS_Soldier Pile Retaining Wall, Type B.....	Foot
DS_Soldier Pile Retaining Wall, Type C.....	Foot

The unit price for this item of work shall include all labor, material, and equipment costs required to perform the work specified herein.

Estimated earthwork quantities for all items of work herein is 1,100 cubic yards of excavation.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
TACTILE DIRECTIONAL INDICATOR

WT:AJK

1 of 1

9/21/2025

a. **Description.** This work consists of providing all labor, materials, and equipment required to furnish and install Armor-Tile Detectable Directional Tiles according to the manufacturer's instructions, and as directed by the Engineer.

b. **Materials.** Tactile Direction Indicators will be Armor-Tile ADD-504 colored Federal Yellow, #33538 as found at <https://armor-tile.com/assets/add-504-6x48.pdf>

Embedment anchors and hardware will be as noted on the plans.

c. **Construction.** The Contractor will install Tactile Direction Indicators in areas indicated on the plans or at the direction of the Engineer according to the manufacturer's specifications for installation.

The installer will be well-qualified and experienced who has successfully completed tile installations similar in material, design, and extent to what is required for this work.

d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Tactile Directional Indicator.....	Foot

Payment for **DS_Tactile Directional Indicator** will include all costs for labor, materials, and equipment to perform the work as described herein. The completed work will be measured by the foot, taken at the mid-point of the tile, following the arc of the tiles if placed in a radius, for units completely installed in the field.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
TEMPORARY PROTECTIVE FENCE

WT:AJK

1 of 4

11/18/2025

a. Description. This work consists of designing, furnishing, installing, and maintaining a temporary protective mesh fence, foundations, and supports and removing the fence, foundations, and supports following construction in accordance with the City of Ann Arbor 2025 Public Services Standard Specifications, the Michigan Department of Transportation 2020 Standard Specifications for Construction, as shown on the plans, as specified herein, and as directed by the Engineer.

The purpose of this temporary protective fence is to protect workers from stray golf balls. Other work will not be authorized until the temporary protective fence is installed. The temporary protective fence will be 20 feet tall measured from the existing turf and will consist of a mesh fence, a border rope, supports, anchors, associated hardware, and foundations. The fence will be uniform and integral to provide total coverage within spans.

Following the completion of all work, except landscaping, and at the direction of the Engineer, the Contractor will remove the fence entirely, including foundation systems, backfill with approved material, and restore affected turf areas during Turf Restoration operations.

The fence, supports, and foundations will be installed and removed during times which the golf course is not in operation for the safety of the personnel.

b. Submittals. The Contractor will provide the following submittals to the Engineer for review at least 14 days prior to beginning work.

Design – a design of the fence, foundations, and support system, which details spans, materials, bury depths, anchors, supports, hardware, and all other relevant materials. The design will include plan sheets and details, structural information and calculations, locations within the project limits, and all other information relevant to the design.

Mesh fence material – certificates from the manufacturer that describe material properties, including type, composition, opening size, chord thickness, tensile strength, burst strength, and shear strength.

Border rope - certificates from the manufacturer that describe material properties, including type, composition, chord thickness, tensile strength, burst strength, and shear strength.

Supports – certificates from the manufacturer that describe material properties, including type, composition, dimensions, bending strength, compressive strength, and shear strength.

Anchors – certificates from the manufacturer that describe material properties, including type, composition, dimensions, and describe the suitability for this application.

Hardware - certificates from the manufacturer that describe material properties, including type, composition, dimensions, and describe the suitability for this application. This includes the fasteners that tie the mesh fence to the supports and border rope.

Concrete – mixture documentation in accordance with the Michigan Department of Transportation Standard Specifications for Construction, section 1003, including mix design and Job Mix Formula (JMF).

Instructions – provide copies of the manufacturer's instructions for installation of the foundation system, anchors, hardware, supports, border rope, and mesh fence.

The Engineer will review the design and approve satisfactory designs. The Contractor will adjust the design at the direction of the Engineer until the Engineer deems it acceptable. Claims and extensions of time will not be approved due to delays caused by the Engineer's review of the submittals or the Contractor's revisions of the submittals.

c. Materials. The Contractor will furnish materials that meet the following requirements:

Mesh fence material – compliant with ISO 1806. The material will be lightweight, with UV protection, openings large enough so that significant wind forces do not act on the fence and narrow enough to prevent golf balls from passing through. The fence will have a height of 20 feet from the existing ground surface and will provide adequate protection for personnel within the project limits. Acceptable materials will include, but is not limited to, 1-inch mesh nylon, polyester, polypropylene, or polyethylene golf netting.

Supports – may be telescopic. The materials will be suitable for supporting a mesh fence material and provide adequate resistance to wind forces.

Anchors – The materials will be suitable for supporting mesh fence materials and supports and provide adequate resistance to wind forces.

Hardware – The materials will be suitable for supporting mesh fence materials and border rope and connecting the materials to the supports.

Foundations – will be suitable in strength to support the anchors, foundations, and mesh fence material. If concrete, the concrete will meet the requirements of the Michigan Department of Transportation 2020 Standard Specifications for Construction, section 1004.

Backfill – excavations and voids remaining from removal of the foundations will be backfilled with compacted class II granular material that meets the requirements of the Michigan Department of Transportation 2020 Standard Specifications for Construction, section 902.

d. Coordination. The Contractor will coordinate with the City of Ann Arbor, Ann Arbor Golf and Outing, and the University of Michigan Golf Course to identify times during which the Contractor may install the foundations, supports, and fence and, at a different time, remove the foundations, supports, and fence. This may require working during off-hours, providing supplemental lighting, and multiple scheduled off-hour operations. The City of Ann Arbor has an ordinance in place that requires contractors to obtain approval to work during off hours. The Contractor will not be permitted to work during off-hours without approval from the City. Claims and extensions of time for delays resulting from coordination with the Engineer, Ann Arbor Golf and Outing, and the University of Michigan Golf Course will not be approved.

e. Construction. The Contractor will follow the manufacturer's instructions and Specifications and the approved design for installation of mesh fence, supports, hardware, and foundation systems.

The Contractor will clear, haul away, and dispose of brush, small trees, debris, and other materials in conflict with the installation of the fence, foundations, and supports in accordance with the Michigan Department of Transportation 2020 Standard Specifications for Construction, section 201.

The Contractor will stake foundation locations and allow the Engineer time to inspect the stakes for consistency with the approved design.

Once approved by the Engineer, the Contractor will excavate for foundation systems and haul away and dispose of the spoils.

The Contractor will install foundation systems according to the approved design and according to the instructions provided by the manufacturer. If foundation systems require concrete, the Contractor will set anchoring systems before pouring concrete.

The Contractor will allow the concrete time to achieve adequate strength before proceeding with support installation. Install supports, border rope, mesh fence, and hardware according to the manufacturer's instructions following approval by the Engineer.

Once approved by the Engineer, the Contractor will remove and haul away the fence system, supports, and foundations. The Contractor will protect excavation voids resulting from the removed foundations. The Contractor will backfill voids with compacted class II granular material in accordance with section 205 of the MDOT 2020 Standard Specifications for Construction to the bottom of Turf Restoration limits.

f. Maintenance. The Contractor will inspect the fence, supports, and foundation System daily to ensure integrity and will make repairs and adjustments as needed to protect personnel or as directed by the Engineer.

g. Measurement and Payment. The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Temporary Protective Fence.....	Foot

The work described herein, including the construction and removal of all components, will be paid by the linear foot. Payment will not be made until after the fence, supports, and foundations are completely removed and hauled away, and voids have been backfilled. Partial payments will not be approved for partially completed work, including clearing and the construction of the fence. Payment for **DS_Temporary Protective Fence** will include payment for all labor, material, and equipment required to construct and remove, haul away, and dispose of the foundation systems, supports, and fence and backfill voids where shown on the plans according to the manufacturer's instructions, the approved design, and as specified herein.

CITY OF ANN ARBOR

SPECIAL PROVISION
FOR
FENCE, CHAIN LINK, VINYL-COATED

WT:AJK

1 of 6

9/21/2025

a. Description. This work will consist of furnishing and erecting vinyl-coated chain link fence. All work will be performed in accordance with the City of Ann Arbor 2025 Public Services Standard Specifications and Section 808 of the 2020 Michigan Department of Transportation Standard Specifications for Construction, as specified herein, and as directed by the Engineer.

b. Materials. Materials will meet the requirements as outlined below. The fabric height will match height of fence. The vinyl color will be black.

The fence framework, fabric, and related accessories will be a complete system as specified herein. Acceptable fence system manufacturers are Allied Tub & Conduit Corporation; Anchor Fence, Inc.; Cyclone Fence/United States Steel Corporation; and, Semmerling Fence and Supply, Inc. The use of systems of other manufacturers equal to those specified may be used if prior approval is granted by the Engineer.

The Contractor may be required to submit shop drawings, manufacturer's catalog cuts with printed specifications, and framework and fabric samples to the Engineer for review and approval, a minimum of seven days prior to the proposed delivery of materials. The shop drawing submittal will include complete details of fence construction, fence height, post spacing, dimensions and unit weights of framework, and concrete footing details. The framework sample will include one 12" long piece of each size. The fabric sample will be one 12" square piece of fabric.

Fabric:

Vinyl-coated fence fabric will be 11 GA galvanized (0.30 oz/sf) steel core or aluminized (0.40 oz/sf) steel core, and 10 GA minimum OD including vinyl coating. The fence fabric will have a black fused/bonded vinyl coating in accordance with ASTM F934. The coating will be applied prior to the weaving of the fabric, so as not to encapsulate joints. The fabric will meet or exceed 850 pounds breaking strength.

Galvanized steel core chain link fence fabric will be 9 GA steel, hot-dipped galvanized (1.2 oz of zinc/sf of fabric). The coating will be applied prior to the weaving of the fabric, so as not to encapsulate joints. The fabric will meet or exceed 1,200 pounds breaking strength.

The fabric will be woven in a 1" diamond mesh. The top and bottom selvages will be knuckled, unless otherwise specified. The loops of the knuckled selvages will be closed or nearly closed with a space not exceeding the diameter of the wire.

Fence fabric heights up to 12 feet will be one-piece, with no horizontal joint.

Privacy Screen:

Privacy screen will be 85% closed knitted polyethylene screen fabric, 5.1 ounce per square yard with grommets spaced 24 inches on center along cloth perimeter for attachment to wire mesh and posts. Color will be directed by the Engineer.

Posts and Rails:

Posts and rails will be Schedule 40 steel pipe meeting the requirements of ASTM F 1083, except as modified herein, hot-dipped galvanized (1.8 oz/sf of zinc) in accordance with ASTM A 120. All posts and rails will have a black fused/bonded vinyl coating, 10-15 mils in thickness, unless otherwise specified.

All posts and rails will be straight, true to section, and conform to the following weights:

Nominal Pipe Size (inch)	Approximate Pipe O.D. (inch)	Weight Before Galvanizing (lbs/lf)
1	1-5/16	1.68
1-1/4	1-5/8	2.27
1-1/2	1-7/8	2.72
2	2-3/8	3.65
2-1/2	2-7/8	5.79
3	3-1/2	7.58
3-1/2	4	9.11
4	4-1/2	10.79
6	6-5/8	18.97

Fittings and Fasteners:

All fittings and fasteners will be pressed steel or malleable iron (unless otherwise specified herein), hot-dipped galvanized (1.2 oz/sf of zinc), conforming to ASTM F 626. For vinyl-coated fence installations, all fittings and fasteners will be black vinyl-coated with a continuous coating coverage of 5-7 mils in thickness.

Caps will fit snugly over posts to exclude moisture. The inside diameter of caps will accommodate the vinyl coating of the posts and caps. Cone-type caps will be used for terminal, turning, and gate posts; loop-type caps will be used for line posts.

All rail ends will be capped.

Top rail sleeves will be tubular steel, 0.051 thickness x 6" long (minimum), expansion type, with internal spring when required.

Tension bars (stretcher bars) will be 3/4" wide x 3/16" steel strips.

Tension bands and brace bands will be 12 GA x 3/4" wide pressed steel, with beveled edges.

Truss rods will be 3/8" diameter merchant quality steel rod with turnbuckle or other adjustment means.

Tension wire will be marcelled 7 GA steel wire, with zinc coating (0.80 oz/sf minimum) conforming to ASTM A 824.

Tie wires will be aluminum, 9 GA, alloy 1100-H4 or equal.

Hog rings will be 11 GA steel wire, with zinc coating (0.80 oz/sf minimum).

Clamps will be 12 GA pressed steel, secured with 5/16" diameter carriage bolts.

Bolts, nuts, and miscellaneous hardware will be ASTM A307, Grade A, thermally color-coated or hot-dipped galvanized to match the fence fabric.

Base plates will be hot-dipped zinc coated in accordance with section 908.11.C.

Gates:

Gate frame assemblies will meet the fence specifications, except as modified herein. Gate posts will be equal to terminal post sizing, and gate framework will be equal to rail sizing.

For vinyl-coated installations, gate panels up to 4 ft in width by 10 ft in height will receive a continuous vinyl color-coating to match the fence fabric, or will be assembled in such a manner that welding is not required. For larger panels, all welded surfaces will be sanded smooth and painted with an epoxy paint (if fabric is vinyl-coated) or a galvanized finish to match the fabric.

Frames for gates will be fabricated of Zinc-coated steel frames in accordance with ASTM F1043. Welded joints will be coated in accordance with Practice ASTM A780/A780M, employing zinc rich primer. Gates will be provided with intermediate braces and truss rods of sufficient strength to form a rigid frame without twist or sag. Members will not sag in excess of the lesser of 1% of the gate leaf width or 2 inches.

Fabric used for gates will be the same as that used for fencing unless otherwise indicated on the Plans. Install fabric with stretcher bars at vertical edges, and tie wires at top and bottom edges.

Install stretcher bars to gate frame at not more than 15 inch centers. Attach hardware with approved fasteners that will provide security against removal or breakage.

The Contractor will provide one pair of 180° industrial offset hinges per leaf, and one fork latch for single swing gates or one industrial latch for double swing gates. The latches will have a padlock eye, which will be operable from either side of the gate.

Hinges will be non lift off type, offset to permit 180 degree gate opening. Hinges will be structurally capable of supporting the gate leaf and allow the gate to open and close without binding.

The Contractor will also provide one drop rod per leaf and sleeves set in Grade P2 concrete to hold the rods in both the closed and 90° open positions.

Latch will be forked or plunger bar type with integral padlock eye and will be operable from either side of gate.

Keeper, where required, will automatically engage the gate leaf and hold it in the open position until manually released. Keepers will be provided on each gate leaf over 5 feet.

Sliding gates will comply with ASTM F1184. Slide gates will be horizontal slide gates supported only from above or cantilever slide gates spanning an opening without a top or bottom support as indicated on the plans. Cantilever slide gates will be supplied with zinc coated steel frames using external or internal rollers per ASTM F1184.

c. Construction. The fence will be installed in accordance with the requirements of this Special Provision, the details as shown on the plans, and as directed by the Engineer.

General:

Fence installation will be in accordance with ASTM F 567, except as modified herein. The fence will be installed at the height indicated on the Plans.

All vinyl coated materials will be handled with care. Any damage to the vinyl coating will be repaired by the Contractor to the satisfaction of the Engineer, or at the Engineer's direction the damaged item(s) will be replaced by the Contractor, all at the Contractor's expense.

The fence will be stepped at all grade changes.

Framework:

Fence posts to be installed in retaining wall, sidewalk, or grass, as specified on the plans, will not be paid for differently, but will be included in the cost of the fence. Details for differing post installations are as shown in the plans.

Terminal, turning, gate, and line posts will be set plumb in concrete footings as indicated on the Details. Plumb will mean one inch in six feet. The top of the concrete footing will be 2" above the adjacent finish grade, and will be sloped so as to direct water away from the post. Terminal, turning, and gate posts will be braced back to adjacent line posts with horizontal brace rails and diagonal truss rods.

The top rail will be installed through the line post loop caps, and fastened at the terminal posts. Sections will be connected with sleeves to form a continuous rail between terminal posts. The sleeves will be spaced 20 ft center-to-center, with every fifth sleeve containing a heavy spring to take up expansion and contraction of the top rail.

The middle and bottom rails will be joined to the line posts with boulevard clamps. The brace rails and truss rods will be installed and adjusted prior to the stretching of the fabric.

Tension Wire:

A top and bottom tension wire will be provided, and stretched between the terminal, turning, and gate posts, 6" above the finish grade (bottom wire), and threaded through the top row of the fabric diamonds (top wire). They will be securely fastened to the outside of all line and terminal posts. The top and/or bottom tension wire may be omitted when a top or bottom rail is provided, respectively, unless otherwise specified.

Fabric:

The fabric will be pulled taut to provide a smooth, uniform appearance, free from sag. The bottom selvage will be 2" above the finish grade. The fabric will be fastened to the terminal, turning, and gate posts with tension bars threaded through the fabric and secured with tension bands at maximum 15" intervals, including one at the top and bottom of the fabric. The fabric will also be tied to the line posts with tie wires spaced at maximum 12" intervals, including one at the top and bottom of the fabric. The fabric will be tied to all horizontal rails with tie wires spaced at maximum 24" intervals. The fabric will be attached to the bottom tension wire (if applicable) with hog rings at maximum 24" intervals. Fasten the privacy screen over the fabric.

Fasteners:

Nuts for fittings, bands and hardware bolts will be installed on the inside of the fence. The ends of the bolts will be peened, or the threads scored, to prevent their removal.

Gates:

Gates will be hung and adjusted to operate properly. The bottom of the gate frame will be 2" above the finish grade. The top of the gate will align with the top rail of the fence.

Install gates of types and sizes and in locations indicated on the Plans.

Install ground set items in concrete for anchorage as recommended by the manufacturer of the chain link fence.

Lower hinge of gate will be placed on top of concrete footing in which gate post is set. The footing concrete will extend up to the bottom of the lower hinge.

Cone bolt sockets for double swing gates will be set in concrete so that plunger pin fits in socket when gate is in closed position.

Gates will be erected to swing in direction indicated. Install gate stops to limit swing as shown on Plans.

Gates will be hung plumb, level and secure for full opening without interference.

Condition of Finished Fence:

The finished fence will be substantially true to line, taut, and solid at all points. All surplus excavated material and other debris resulting from the construction will be promptly removed from the jobsite and properly disposed of off-site.

The fence will not be stepped on any wall or barrier.

d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Fence, Chain Link, __ inch, Vinyl-Coated, Wall Mounted	Foot
DS_Fence, Chain Link, __ inch, Vinyl-Coated	Foot
DS_Gate, Double Swing, 72-Inch Height, 10-Foot Width	Each

DS_Fence, Chain Link, __ inch, Vinyl-Coated, Wall Mounted and **DS_Fence, Chain Link, __ inch, Vinyl-Coated** will be measured in place for payment by the foot and will include all labor, materials and equipment necessary to complete the work, including furnishing and installing base plates, privacy screen, anchors, welding posts to base plates, and all other items as necessary to wall mount the fence. Measurement for fence will be taken from end to end along the bottom of the installed fencing with no deduction for gate openings.

DS_Gate, Double Swing, 72-Inch Height, 10-Ft Width will be measured per each. Price paid will be payment in full for all labor, material, and equipment required for furnishing and installing a gate, as shown on the plans or specified, and will include, but is not limited to, all construction, steel framing, steel posts, excavating and setting posts, concrete post foundations, fencing, hardware, bracing, caps, locks, hinges, and all other items necessary to complete the job, whether specifically mentioned or implied.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
SIGN, SPECIAL, ELECTRICAL, RELOCATE

WT: AJK

1 of 2

9/21/2025

a. Description. This work will be completed in accordance with the requirements of the City of Ann Arbor 2025 Public Services Standard Specifications and section 819 and 820 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, with the details as shown on the plans, as specified herein, and as directed by the Engineer.

This work will consist of furnishing all labor, tools, equipment, and material required to remove, salvage, and re-install an electronic variable speed limit sign, radar feedback "YOUR SPEED" sign, sign mounted flashing beacon, and wireless interconnect, and all associated equipment, including antenna, signs mounting brackets, fittings, cable, connectors, and cabinet enclosure. The salvaged equipment will be installed on a new pedestal pole at the relocated location shown on the plans.

b. Materials. The Contractor will furnish materials, as directed by the Engineer, necessary to provide a complete and operating re-installation. All new materials must meet the requirements of the City of Ann Arbor and be in accordance with sections 918 and 921 of the Michigan Department of Transportation 2020 Standard Specifications for Construction. All other equipment will be salvaged and re-installed as shown on the plans.

c. Construction. Remove, store, and dispose of materials in accordance with section 204 of the Standard Specifications for Construction. Remove and re-install (relocate) electronic variable speed limit sign, radar feedback "YOUR SPEED" sign, sign mounted flashing beacon, and wireless interconnect on a new pedestal at the location shown on the plans. Relocation will be in accordance with sections 819 and 820 of the Standard Specifications for Construction, as shown on the plans, and as directed by the Engineer.

Obtain the Engineer's approval prior to beginning installation of the salvaged radio antenna and radar feedback "YOUR SPEED" sign. The Engineer will not authorize extra payment or time extensions for work required to reorient or move the radio antenna or radar feedback sign.

All electrical work will be completed in accordance with all national, state, and local electric codes by a licensed electrician.

The Contractor will obtain all permits required by the City of Ann Arbor to complete this work.

The existing electronic speed limit assembly is located approximately 400-ft north of the Scio Church/S Main Street intersection on the east side of the road. In advance of all

construction operations, the Contractor will visit the site to identify all items and materials required to complete this work.

The Contractor will de-energize and/or energize, disconnect and/or connect to any circuits under the expressed consent of the City of Ann Arbor only. The Contractor will not work on live circuits and will de-energize electrical equipment to complete this work.

The Contractor will coordinate with city personnel and inspectors to identify all work which requires electrical inspection and to schedule all required inspection in advance and in a timely manner to complete this work. The Contractor will not be entitled to any compensation due to delays caused by electrical inspection and/or associated personnel.

The Contractor will size conductors and grounds to the appropriate size for the load and size conduits to the appropriate size for the cables, grounds, and conductors used. All splices of electrical wiring will be in City of Ann Arbor approved boxes with City approved wire splicing devices. Electrical wiring between the new sign location to the existing circuit will be included in this pay item.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Unit</u>
DS_Sign, Special, Electrical, Relocate	Lump Sum

Payment for any/all storage facilities, transportation, boxes, circuit protection devices, receptacles, splices, conductors, grounds, conduit, cables, permit requirements, inspection fees, weather protection measures, connectors, safety measures, fittings, reinforcing steel, concrete, concrete forms, shoring, bracing, or any other electrical or safety components or items required to complete this work will not be paid for separately, but will be included payment for the pay item **DS_Sign, Special, Electrical, Relocate**.

The unit price for this item of work will include all labor, material, and equipment costs to perform all the work so that all equipment is in complete operational order.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
TRAFFIC SIGNAL EQUIPMENT

WT:AJK

1 of 1

9/21/2025

a. Description. This work consists of furnishing and installing traffic signal equipment in accordance with the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as shown on the plans, as specified herein, and as directed by the Engineer.

b. Materials. Provide materials in accordance with sections 918 and 921 of the MDOT 2020 Standard Specifications for Construction.

c. Construction. The construction methods used for traffic signal equipment will Conform to sections 818 and 820 of the MDOT 2020 Standard Specifications for Construction.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the Contract unit price for the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_TS, Pedestrian, ____ Mtd, Rem.....	Each
DS_Pedestal, Rem	Each
DS_Pedestal Fdn, Rem	Each
DS_Pushbutton, Rem	Each
DS_Conduit, Rem.....	Foot
DS_TS, Pedestrian, __ Way, ____ Mtd (LED), Countdown.....	Each
DS_Pedestal, Alum.....	Each
DS_Pedestal, Fdn.....	Each
DS_Pedestrian Signal System, Accessible.....	Each
DS_Pushbutton Station and Sign	Each

Payment for signal equipment includes all labor, material, and equipment required for furnishing and installing the signal equipment as shown on the plans and as specified herein.