

CITY OF ANN ARBOR  
INVITATION TO BID



South Industrial Highway Concrete Pavement Repairs

ITB No. 4655

Due Date: Tuesday, February 16, 2021 at 10:00AM (Local Time)

Public Services Area  
Engineering Unit

Issued By:

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

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**ATTACHMENTS**

- Notice To Bidder Utility Coordination*
- City of Ann Arbor Prevailing Wage Declaration Form*
- City of Ann Arbor Living Wage Forms*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*

## **NOTICE OF PRE-BID CONFERENCE**

A pre-bid conference for this project will be held on **Tuesday, February 2, 2021 at 10 a.m.**

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid 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 bid will be affirmed in an addendum.

# INSTRUCTIONS TO BIDDERS

## General

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. All work to be done under this Contract is located in or near the City of Ann Arbor.

Any Bid which does not conform fully to these instructions may be rejected.

## Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

## Questions or Clarifications / Designated City Contacts

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **Thursday, February 4, 2021 at 5 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to **tbridges@a2gov.org**  
Bid Process and Compliance questions emailed to **cspencer@a2gov.org**

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of **Theresa Bridges, Project Manager** at **tbridges@a2gov.org** after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

## Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but 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 written addenda.

## Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Tuesday, February 16, 2021 10:00 a.m. (local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and **one (1)** Bid copies in a sealed envelope clearly marked: **ITB No. 4655, S. Industrial Hwy. Concrete Pavement Repairs.**

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Floor  
301 East Huron Street  
Ann Arbor, MI 48104

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

**The following forms provided within this ITB Document must be included in submitted bids.**

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

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

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

## Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the

lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

## Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid. Bidders do not need to be shown on the plan holders list provided by MITN to be considered an official plan holder.

## 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.

## Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of sixty (60) days.

## Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-2, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

## 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.

## Human Rights Information

All contractors 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 Section 5, beginning at page GC-2 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.

## Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages and for payment of a "living wage" to employees providing service to the City under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide proof of compliance.

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 the Prevailing Wage Form provided in the Appendix section 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 bids 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: [beta.SAM.gov](http://beta.SAM.gov).

For the purposes of this ITB the Construction Type of Highway will apply.

## Conflict Of Interest Disclosure

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

## Major Subcontractors

The Bidder shall identify on Bid Form Section 4 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.

## Debarment

Submission of a Bid in response to this ITB is certification that the Bidder 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.

## Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

## Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a 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 Agent. The Purchasing Agent 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 any prospective 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.*

## Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

## Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

## Idlefree Ordinance

The City of Ann Arbor adopted an idling reduction Ordinance that goes into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: [www.a2gov.org/idlefree](http://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.

## **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 encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

# INVITATION TO BID

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, Instructions to Bidders, 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
(Print Name of Signer Above)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address for Award Notice

**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** \_\_\_\_\_, 2021

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_

# BID FORM

## Section 1 - Schedule of Prices

<u>Line No.</u>	<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
5	1047051	Audiovisual Recording	LSUM	1.000	\$ _____	\$ _____
10	1047051	General Conditions	LSUM	1.000	\$ _____	\$ _____
15	2030011	Dr Structure, Rem	Ea	2.000	\$ _____	\$ _____
20	2030015	Sewer, Rem, Less than 24 inch	Ft	20.000	\$ _____	\$ _____
25	2047001	Curb, Gutter, and Curb and Gutter, Any Type, Rem	Ft	14.000	\$ _____	\$ _____
30	2047011	Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem	Syd	79.000	\$ _____	\$ _____
35	2050023	Granular Material, CI II	Cyd	5.000	\$ _____	\$ _____
40	2057011	Grading, Sidewalk and Sidewalk Ramp, and Driveway Approach	Syd	79.000	\$ _____	\$ _____
45	2057021	Undercutting, Type IIA	Cyd	25.000	\$ _____	\$ _____
50	2057021	Undercutting, Type IIB	Cyd	25.000	\$ _____	\$ _____
55	2057021	Undercutting, Type IIC	Cyd	25.000	\$ _____	\$ _____
60	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	53.000	\$ _____	\$ _____
65	2090001	Project Cleanup	LSUM	1.000	\$ _____	\$ _____
70	3010002	Subbase, CIP	Cyd	10.000	\$ _____	\$ _____
75	3027021	Aggregate Base, CI 21AA, CIP	Cyd	25.000	\$ _____	\$ _____
80	3037021	Open-Graded Aggregate, CI 4G, CIP	Cyd	25.000	\$ _____	\$ _____
85	3060020	Maintenance Gravel	Ton	5.000	\$ _____	\$ _____
90	4020987	Sewer, CI IV, 12 inch, Tr Det B	Ft	20.000	\$ _____	\$ _____
95	4030005	Dr Structure Cover, Adj, Case 1	Ea	90.000	\$ _____	\$ _____
100	4030200	Dr Structure, 24 inch dia	Ea	2.000	\$ _____	\$ _____
TOTAL THIS PAGE						\$ _____

# BID FORM

## Section 1 - Schedule of Prices

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105	4030280	Dr Structure, Adj, Add Depth	Ft	5.000	\$ _____	\$ _____
110	4037050	Dr Structure Cover, Type B, Modified	Ea	43.000	\$ _____	\$ _____
115	4037050	Dr Structure Cover, Type K, Modified	Ea	31.000	\$ _____	\$ _____
120	4037050	Dr Structure Cover, Type R, Modified	Ea	15.000	\$ _____	\$ _____
125	4037050	Dr Structure, Point	Ea	10.000	\$ _____	\$ _____
130	6020200	Joint, Contraction, Cp	Ft	3744.000	\$ _____	\$ _____
135	6030005	Cement	Ton	129.000	\$ _____	\$ _____
140	6030010	Crack Sealing, Conc Pavt	Ft	1000.000	\$ _____	\$ _____
145	6030020	Joint, Contraction, Crg	Ft	4634.000	\$ _____	\$ _____
150	6030021	Joint, Expansion, Erg	Ft	280.000	\$ _____	\$ _____
155	6030023	Joint, Tied, Trg	Ft	260.000	\$ _____	\$ _____
160	6030030	Lane Tie, Epoxy Anchored	Ea	2641.000	\$ _____	\$ _____
165	6030044	Pavt Repr, Nonreinf Conc, 8 inch	Syd	12237.000	\$ _____	\$ _____
170	6030080	Pavt Repr, Rem	Syd	12237.000	\$ _____	\$ _____
175	6030090	Saw Cut, Intermediate	Ft	1500.000	\$ _____	\$ _____
180	6030095	Sawing and Sealing Longit Pavt Joints	Ft	5835.000	\$ _____	\$ _____
185	6030096	Sawing and Sealing Trans Pavt Joints	Ft	8638.000	\$ _____	\$ _____
190	6030100	Resealing Trans Joints with Hot-Poured Rubber	Ft	1000.000	\$ _____	\$ _____
195	6030101	Resealing Longit Joints with Hot-Poured Rubber	Ft	1500.000	\$ _____	\$ _____
200	8017011	Driveway, Nonreinf Conc, 8 inch, Modified	Syd	304.000	\$ _____	\$ _____
TOTAL THIS PAGE						\$ _____

# BID FORM

## Section 1 - Schedule of Prices

<u>Line No.</u>	<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
205	8020037	Curb and Gutter, Conc, Det F3	Ft	14.000	\$ _____	\$ _____
210	8027001	Driveway Opening, Conc, Det M, Modified	Ft	100.000	\$ _____	\$ _____
215	8030030	Curb Ramp Opening, Conc	Ft	5.000	\$ _____	\$ _____
220	8037001	Detectable Warning Surface, Modified	Ft	49.000	\$ _____	\$ _____
225	8037010	Sidewalk Ramp, Conc, 6 inch, Modified	Sft	110.000	\$ _____	\$ _____
230	8037010	Sidewalk Ramp, Conc, 8 inch, Modified	Sft	263.000	\$ _____	\$ _____
235	8037010	Sidewalk, Conc, 4 inch, Modified	Sft	336.000	\$ _____	\$ _____
240	8110231	Pavt Mrkg, Waterborne, 4 inch, White	Ft	2151.000	\$ _____	\$ _____
245	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	14872.000	\$ _____	\$ _____
250	8110307	Rem Curing Compound, for Longit Mrkg, 4 inch	Ft	8782.000	\$ _____	\$ _____
255	8110321	Rem Curing Compound, for Spec Mrkg	Sft	1292.000	\$ _____	\$ _____
260	8110343	Rem Spec Mrkg	Sft	479.000	\$ _____	\$ _____
265	8117001	Pavt Mrkg, Waterborne, 12 inch, Crosswalk	Ft	1008.000	\$ _____	\$ _____
270	8117001	Pavt Mrkg, Waterborne, 24 inch, Stop Bar	Ft	163.000	\$ _____	\$ _____
275	8117050	Pavt Mrkg, Waterborne, Lt Turn Arrow Sym	Ea	7.000	\$ _____	\$ _____
280	8117050	Pavt Mrkg, Waterborne, Rt Turn Arrow Sym	Ea	3.000	\$ _____	\$ _____
285	8117050	Pavt Mrkg, Waterborne, Thru and Rt Turn Arrow Sym	Ea	2.000	\$ _____	\$ _____
290	8117050	Pavt Mrkg, Waterborne, Thru Arrow Sym	Ea	1.000	\$ _____	\$ _____
295	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	64.000	\$ _____	\$ _____
300	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	64.000	\$ _____	\$ _____
TOTAL THIS PAGE						\$ _____

# BID FORM

## Section 1 - Schedule of Prices

<u>Line No.</u>	<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
305	8120140	Lighted Arrow, Type C, Furn	Ea	2.000	\$ _____	\$ _____
310	8120141	Lighted Arrow, Type C, Oper	Ea	2.000	\$ _____	\$ _____
315	8120170	Minor Traf Devices	LSUM	1.000	\$ _____	\$ _____
320	8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	Ft	1000.000	\$ _____	\$ _____
325	8120245	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	Ft	172.000	\$ _____	\$ _____
330	8120246	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	Ft	995.000	\$ _____	\$ _____
335	8120250	Plastic Drum, High Intensity, Furn	Ea	438.000	\$ _____	\$ _____
340	8120251	Plastic Drum, High Intensity, Oper	Ea	438.000	\$ _____	\$ _____
345	8120255	Pavt Mrkg, Wet Reflective, Type R, Tape, 6 inch, Crosswalk	Ft	84.000	\$ _____	\$ _____
350	8120265	Pavt Mrkg, Wet Reflective, Type R, Tape, 24 inch, Stop Bar	Ft	52.000	\$ _____	\$ _____
355	8120310	Sign Cover	Ea	20.000	\$ _____	\$ _____
360	8120330	Sign, Portable, Changeable Message, Furn	Ea	3.000	\$ _____	\$ _____
365	8120331	Sign, Portable, Changeable Message, Oper	Ea	3.000	\$ _____	\$ _____
370	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	757.000	\$ _____	\$ _____
375	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	757.000	\$ _____	\$ _____
380	8120352	Sign, Type B, Temp, Prismatic, Special, Furn	Sft	154.000	\$ _____	\$ _____
385	8120353	Sign, Type B, Temp, Prismatic, Special, Oper	Sft	154.000	\$ _____	\$ _____
390	8120370	Traf Regulator Control	LSUM	1.000	\$ _____	\$ _____
395	8127001	Pavt Mrkg, Wet Reflective, Type NR, Tape, 6 inch, Crosswalk	Ft	127.000	\$ _____	\$ _____
400	8127010	Detectable Warning Surface, Temp	Sft	20.000	\$ _____	\$ _____
TOTAL THIS PAGE						\$ _____



# BID FORM

## Section 1 - Schedule of Prices

<u>Line No.</u>	<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
405	8127050	Audible Message Device, Temp	Ea	12.000	\$ _____	\$ _____
410	8127050	Pedestrian Ramp, Temp	Ea	2.000	\$ _____	\$ _____
415	8127050	Pedestrian Type II Barricade, Temp	Ea	16.000	\$ _____	\$ _____
420	8127050	Pedestrian Type II Channelizer, Temp	Ea	56.000	\$ _____	\$ _____
425	8167011	Slope Restoration	Syd	1459.000	\$ _____	\$ _____
430	8210005	Monument Box Adjust	Ea	2.000	\$ _____	\$ _____
435	8230431	Gate Box, Adj, Case 1	Ea	10.000	\$ _____	\$ _____
TOTAL THIS PAGE						\$ _____
TOTAL FROM PAGE BF-1						\$ _____
TOTAL FROM PAGE BF-2						\$ _____
TOTAL FROM PAGE BF-3						\$ _____
TOTAL FROM PAGE BF-4						\$ _____
<b>TOTAL BASE BID</b>						<b>\$ _____</b>

# BID FORM

## Section 2 – Material, Equipment and Environmental Alternates

The Base Bid 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 Contractor 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 an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
--------------------	--------------------	--------------------------

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_ Date \_\_\_\_\_

# BID FORM

## Section 3 - Time Alternate

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 below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_ Date \_\_\_\_\_

# BID FORM

## Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
---	-------------	---------------

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_ Date \_\_\_\_\_

# BID FORM

## Section 5 – References

Include a minimum of 3 references from similar projects completed within the past 5 years.

**[Refer also to Instructions to Bidders for additional requirements, if any]**

1) \_\_\_\_\_  
Project Name                      Cost                      Date Constructed

\_\_\_\_\_  
Contact Name                      Phone Number

2) \_\_\_\_\_  
Project Name                      Cost                      Date Constructed

\_\_\_\_\_  
Contact Name                      Phone Number

3) \_\_\_\_\_  
Project Name                      Cost                      Date Constructed

\_\_\_\_\_  
Contact Name                      Phone Number

## BID FORM

### Section 6 – Contractor Information and Responsible Contractor Criteria

*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 bid being considered non-responsive and will not be considered for award.*

*Failure to provide responses to all questions may result in being deemed non-responsive.*

*Attach additional pages as needed if space below is insufficient.*

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: \_\_\_\_\_

Social Security or Federal Employer I.D. #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Organization (circle one below):

Individual                  Partnership                  Corporation                  Joint Venture                  Other

If "Other" please provide details on the organization:

\_\_\_\_\_

Year organization established: \_\_\_\_\_

2. Current owners/principals/members/managing members/partners of the organization:

\_\_\_\_\_

3. Assumed Names, "doing business as" d/b/a, and/or former organization names(s), if applicable: \_\_\_\_\_

Explanation of any business name changes:

\_\_\_\_\_

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

---

5. Qualifications of management and supervisory personnel to be assigned by the bidder:

---

6. State and local licenses and license numbers held by the bidder:

---

7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?

Yes

No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes

No

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

---

10. Submit documentation as to employee pay rates.

11. Submit a statement whether bidder provides health insurance, pension or other retirement benefits, paid leave, or other benefits to its employees.

---

12. Submit a statement explaining bidder's Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses along with supporting documentation or other evidence.

---

13. Has bidder had any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

No

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

14. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

Yes

No

15. By attachment, please provide the following:

- Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

21. Can bidder provide audited financial information current within the past twelve (12) months, such as a balance sheet, statement of operations, and bonding capacity?

Yes

No

*(Evidence that bidder has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000.00 related to any portion of the project.)*

22. Can bidder provide evidence of a quality assurance program used by the bidder and the results of any such program on the bidder's previous projects?

Yes

No



# 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:*

**Administrative Use Only**  
Contract Date: \_\_\_\_\_

## 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 **South Industrial Highway Concrete Pavement Repairs, ITB No. 4655** 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**

**Project** means **South Industrial Highway Concrete Pavement Repairs, ITB No. 4655**

**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, P.E.** 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.

**FOR CONTRACTOR**

By \_\_\_\_\_

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

**FOR THE CITY OF ANN ARBOR**

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

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

**Approved as to substance**

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

By \_\_\_\_\_  
Craig A. Hupy, P.E.  
Public Services Area Administrator

**Approved as to form and content**

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

## PERFORMANCE BOND

- (1) \_\_\_\_\_ (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 ITB 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:

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

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

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

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

Name and address of agent:

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

## LABOR AND MATERIAL BOND

- (1) \_\_\_\_\_  
of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, for ITB 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)

Approved as to form:

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

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

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

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

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

- (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.





## **STANDARD SPECIFICATIONS**

All work under this contract shall be performed in accordance with the City of Ann Arbor 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. Perform all work under this Contract not included in these Standard Specifications and Detailed Specifications in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction and MDOT Supplemental Specifications.

The City on Ann Arbor Public Services Department Standard Specifications are available online:

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

The Michigan Department of Transportation 2012 Standard Specification for Construction are available for download at the following web link:

<https://mdotjboss.state.mi.us/SpecProv/specBookHome.htm>

# **DETAILED SPECIFICATIONS**

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**PROJECT SCHEDULE**

AA:DAD:TCB

1 of 2

01/21/21

Upon receiving Notice of Award, start work on the date agreed upon with the Engineer, which date shall be no earlier than April 15, 2021. In no case shall any work commence prior to receipt of formal notice of award by the Department.

Prepare and submit a complete, detailed, and signed Michigan Department of Transportation (MDOT) Form 1130, Progress Schedule, in accordance with the MDOT Special Provision for Progress Schedule (12SP-101A-01).

The Progress Schedule must include, at a minimum, the controlling work items for the completion of the project and the planned dates or workdays these work items will be controlling operations. It must also contain all contract dates including open to traffic, project completion, interim completion, and any other controlling dates.

After the project award and prior to the start of work, attend a preconstruction meeting with the Engineer. The Engineer will determine the schedule for this meeting after submittal of MDOT Form 1130. The Engineer will arrange the day, time, and place for the preconstruction meeting, and may reschedule it if there are delays in awarding the project.

The named subcontractor(s) for designated and/or Specialty Items, as shown in the proposal, are recommended to be at the preconstruction meeting if such items materially affect the work schedule.

Complete the project in two (2) phases as shown on the plans and schedule the work to minimize the length of time required to complete each phase. The project work for each phase shall be sufficiently complete and in suitable condition to be designated "Approved for Traffic" and shall be open to traffic as directed by the Engineer and as follows: Phase 1 shall be open to traffic prior to commencing with Phase 2. Phase 2 shall commence within no more than three (3) calendar days of opening Phase 1 to traffic, and it and the entire project must be open to traffic within ninety (90) calendar days from the initial date of commencing with the project work.

The entire project must be complete in its entirety including final site restoration and clean up on or before **July 24, 2021**, with exception to final acceptance of restoration, which shall be by **September 18, 2021**.

Failure to meet interim, final, and/or any phase completion date(s) will result in the assessment of liquidated damages in accordance with subsection 108.10, Liquidated Damages, of the MDOT 2012 Standard Specifications for Construction. Liquidated damages will continue to be assessed for each calendar day that the work associated with the interim, final, and/or any phase completion date(s) remains incomplete, even if these days extend beyond the normal seasonal shut down date specified in the Standard Specifications for Construction, unless approved otherwise by the Engineer.

Liquidated Damages will be cumulative if multiple milestones dates are missed.

Assessment of Liquidated Damages and/or contract adjustments applies to hourly/daily restrictions included in the Special Provision for Maintenance of Traffic.

Contractor(s) operations shall be limited by City of Ann Arbor work time, noise, and dust ordinance(s) as shown below unless otherwise approved by the City and the Engineer in writing.

- 7:00 a.m. to 8:00 p.m., Monday through Saturday
- No work on Sunday

Perform no work or lane closures during holiday periods unless otherwise approved by the Engineer. The Memorial Day and Independence Day holiday periods are respectively from 3:00 p.m., May 28 to 7:00 a.m., June 1, 2021 and from 3:00 p.m., July 2, to 7:00 a.m., July 6, 2021.

The Engineer may modify and further restrict the work hours due to holidays, special events and/or traffic volumes.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**GENERAL CONDITIONS**

AA:DAD:TCB

1 of 2

01/21/21

**a. Description.** This item comprises all work described and required by the plans and specifications at each project location for which the contract contains no item(s) of work, including but not limited to the following:

- Scheduling, coordination, and organization of all work, subcontractors, suppliers, testing, inspection, surveying, and staking.
- Coordination of, and cooperation with, other contractors, agencies, departments, and utilities.
- Protection and maintenance of utilities.
- Maintaining drainage.
- Furnishing, placement, and grading of maintenance gravel to construct any temporary driveways, sidewalks and/or sidewalk ramps necessary for construction of the proposed work.
- Maintaining driveways drive openings, sidewalks, bike paths, mail deliveries, and solid waste/recycle pick-ups. This includes the placement and maintenance of gravel in driveway openings as directed by the Engineer.
- Storing all materials and equipment off lawn areas.
- Temporary relocation and final replacement/re-setting of mailboxes.
- Coordination efforts to furnish various concrete mixtures as directed by the Engineer
- Coordination efforts to furnish and operate various-size vehicles/equipment as directed by the Engineer
- Furnishing and operating vacuum-type street cleaning equipment a minimum of once per week or more frequently as directed by the Engineer
- Protecting all sewers, and drainage and utility structures including manholes, gate wells, valve boxes, inlet structures, roadside ditches, and culverts from damage and contamination by debris and construction materials. Keeping structures and culverts clean of construction debris and properly covered/protected at all times during the construction. Immediately cleaning any structures, sewers, culverts and/or roadside ditches contaminated with construction debris resulting from Contractor operations and/or work activities.
- Disposing of excavated materials and debris - The Contractor shall dispose of, at the Contractor's expense, all excavated material. The Engineer will not pay for any costs associated with this work separately.
- Furnishing and operating vacuum-type utility structure cleaning equipment
- Furnishing and operating both vibratory plate and pneumatic-type ("pogo-stick") compactors
- Furnishing and operating a backhoe during all work activities

- Furnishing and operating a jackhammer and air compressor during all work activities
- Noise and dust control
- Mobilization(s) and demobilization(s)
- Site clean-up.
- Furnishing submittals and certifications for materials and supplies.
- All miscellaneous and incidental items such as overhead, insurance, and permit fees.
- Meeting all requirements relating to Debarment Certification, Davis Bacon Act, and Disadvantaged Business Enterprise, and providing the necessary documentation.

The Appendix of the contract documents provides data pertaining to existing soil borings to assist the Engineer and Contractor with determining the soil conditions within the construction area. The City in no way guarantees existing conditions to be the same as shown in the data. The Contractor is solely responsible for any/all conclusions it may draw from the data.

Quantities as given are approximate and are estimates for bidding purposes. The City does not guarantee their totals and they may vary by any amount. While it is the City's intent to complete the project substantially as drawn and specified herein, quantities may be changed or reduced to zero for cost savings or other reasons. **The City reserves the right to change the quantities; however, the City will not allow the Contractor to adjust unit price(s) due to such change.**

**b. Materials.** None Specified.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
General Conditions, Max \$90,000 .....	Lump Sum

Measure **General Conditions, Max \$90,000** by the unit lump sum and pay for it at the contract unit price, which price includes costs for all labor, equipment and materials necessary to complete the work.

The Contractor is fully responsible for all direct and/or indirect damages to property caused by unclean or damaged sewers or structures resulting from its operations and/or work activities including any/all cost associated with such damages.

Measurement will be on a pro rata basis at the time of each progress payment, and based on the ratio of work completed during the payment period and the total contract amount. When all of the work of this Contract is complete, the measurement of this item shall be 1.0 Lump Sum, less any deductions incurred for inadequate performance as described herein. This amount will not increase for any reason, including extensions of time, extras, and/or additional work.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**PROJECT SUPERVISION**

AA:MGN:JKA:TCB

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01/21/21

**a. Description.-** The Contractor shall provide supervision in accordance with Subsection 104.07 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, the City of Ann Arbor Public Services Area Standard Specifications, and as described herein.

The Contractor shall designate a full-time Project Supervisor to act as the Contractor's agent/representative, and to be responsible for scheduling and coordination of all subcontractors, suppliers, other governmental agencies, and all public and private utility companies.

The Project Supervisor shall not be an active crew member of the Contractor, shall not be an active member or employee of any subcontractor's work force, and shall not perform general or specialized labor tasks. The Project Supervisor shall be a full-time employee of the General Contractor and shall have all needed authority to make binding decisions on behalf of the Contractor in all matters pertaining to performance and execution of the work of the project.

The Project Supervisor shall work exclusively on this project, and shall put forth his/her full effort into the organization and coordination of the work of this project.

One week prior to the pre-construction meeting, the Contractor shall designate a proposed Project Supervisor by name, and shall furnish the Engineer with a current, thorough, detailed summary of the proposed Project Supervisor's work history, outlining all previous supervisory experience on projects of a similar size and nature. The detailed work history shall include personal and professional references (names and phone numbers) of persons (previous owners or agents) who can attest to the qualifications and work history of the proposed Project Supervisor. Proposed candidates for Project Supervisor shall have a demonstrated ability to work harmoniously with the Engineer, the City, the public, subcontractors, and all other parties typically involved with work of this nature. The Engineer will have the authority to reject a proposed Project Supervisor whom he/she considers unqualified.

The Project Supervisor shall be available 24 hours-per-day to provide proper supervision, coordination and scheduling of the project for the duration of the Contract. The Contractor shall furnish the City with telephone numbers of the Project Supervisor in order to provide 24 hour-per-day access during business and non-business hours, including weekends and holidays.

The Project Supervisor shall be equipped by the Contractor with a “smart” mobile telephone with “data” and “text” capabilities to provide the City with 24 hour-per-day access to him/her during daily construction activities, during transit to and from the construction site, and during all non-business hours including weekends and holidays.

The Project Supervisor shall be equipped with assistants as necessary to provide project supervision as specified herein, and in accordance with the Contract.

**b. Duties and Responsibilities** - The Project Supervisor shall work harmoniously with the Engineer, the City, the public, subcontractors, and all other parties typically involved with work of this nature.

The Project Supervisor shall have a thorough, detailed understanding and working knowledge of all construction practices and methods specified elsewhere herein, as well as the handling, placement, testing and inspection of aggregates, aggregate products, bituminous concrete, portland cement concrete materials, and other such materials and products related to the work of this project.

The Project Supervisor shall be responsible for all of the work of all of the Contractor's, subcontractors' and suppliers' work forces.

The Project Supervisor shall be responsible for proper and adequate maintenance (emissions, safety, and general operation) of all of the Contractor's, subcontractors' and suppliers' equipment and vehicles. The Project Supervisor shall make all needed diligent and good-faith efforts to ensure that all equipment utilized in the performance of the work is properly maintained, safe, and complies with all legal and environmental requirements of the work as set forth in Section 107.15 of the 2012 MDOT Standard Specifications.

The Project Supervisor shall be responsible for the legal, proper and safe parking/storage of all the Contractor's, subcontractors' and suppliers' equipment, work vehicles, and employee's vehicles.

The Project Supervisor shall schedule and coordinate the work of all parties involved in the project, including utility companies, testing agencies, governmental agencies, all City departments (such as Utilities and Transportation), and City inspectors.

The Project Supervisor shall coordinate and schedule the work of any independent survey crews that may be retained by the Engineer or City to witness and reset existing and new geographic/benchmark monuments. Failure to have existing monuments witnessed and reset may result in delays to the Contractor's work. Costs for such delays will be the Contractor's sole responsibility. The Project Supervisor shall also schedule and complete all needed survey request forms that are needed in order to schedule the services of survey personnel to properly layout all elements of the project work in accordance with the City of Ann Arbor Public Services Area Standard Specifications and



the Michigan Department of Transportation 2012 Standard Specifications for Construction.

The Project Supervisor shall coordinate and schedule inspection performed by the City and Consultants (including material testing firms) in a timely manner, to assure proper and timely testing and inspection of the work.

The Project Supervisor shall submit to the Engineer, an updated, detailed schedule of the proposed work on a weekly basis, and an update of all proposed changes on a daily basis.

The Project Supervisor and all subcontractors shall attend a weekly progress meeting chaired by the Engineer to discuss the work. Upon the completion of each meeting, the Engineer shall prepare and distribute, to all present, a written summary of the meeting's minutes. Those in attendance shall review the minutes and, if necessary, comment on any deficiencies or errors prior to or at the next scheduled progress meeting.

**c. Additional performance requirements** - If, in the sole opinion of the Engineer, the Project Supervisor is not adequately performing the duties as outlined in this Detailed Specification, the following system of notices will be given to the contractor with the associated penalties:

First Notice – A warning will be issued in writing to the Contractor detailing the deficiencies in the Project Supervision. The Contractor must respond within 7 calendar days in writing with a plan to correct the stated deficiencies. Failure to respond within 7 calendar days will result in the issuing of a second notice.

Second Notice – A second warning will be issued in writing to the contractor further detailing the deficiencies in the Project Supervision. 10%, or \$10,000, whichever is greater, will be withheld from the original Project Supervision contract amount for the second notice. The Contractor must respond within 7 calendar days in writing with a plan to correct the stated deficiencies. Failure to respond within 7 calendar days will result in the issuing of a third notice. At this time, the Engineer reserves the right to meet with personnel with the necessary authority within the Contractor's organization to discuss the deficiencies in the Project Supervision.

Third Notice – A third notice will be issued in writing to the Contractor further detailing the deficiencies in the Project Supervision. An additional 25%, or \$25,000, whichever is greater, will be withheld from the original Project Supervision contract amount for the third notice, and the Project Supervisor shall be removed from the project, and

replaced immediately with another individual to be approved by the Engineer.

Should, in the sole opinion of the Engineer, the Project Supervisor fail to perform his/her duties and responsibilities as described herein to such a degree that the successful completion of the project is put in jeopardy, the above system of notices may be foregone, and the Contractor shall immediately replace the Project Supervisor upon receipt of written notice. Failure to provide adequate project supervision, as determined by the Engineer, shall be considered basis for the Engineer to suspend work without extension of contract time or additional compensation.

If the original Project Supervision contract amount is insufficient to cover said withholdings, the Project Supervision contract amount will be reduced to zero and a contract modification will be written to assess a penalty to cover the difference between the Project Supervision contract amount and the total amount of the withholding(s). It is fully expected however that the Project Supervision contract amount will be sufficient to cover any withholdings.

**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>
Project Supervision, Maximum \$75,000 .....	Lump Sum

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

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 of the work of this Contract has been completed, the measurement of this item shall be 1.0 times the Lump Sum bid amount, minus any withholdings incurred for inadequate performance as described herein. This amount will not be increased for any reason, including extensions of time, extras, adjustments and/or additional work.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**MATERIAL AND SUPPLY SUBMITTALS AND CERTIFICATIONS**

AA:DAD:TCB

1 of 1

01/21/21

**a. Description.** This work includes submittal to the Engineer by the Contractor and its Subcontractors and prior to commencement of work; Michigan Department of Transportation Form 0501 (attached) showing all materials and supplies proposed for use on the project, and any product data information requested by the Engineer. It also includes furnishing certifications to the Engineer for review and approval a minimum of three business days prior to any scheduled delivery, installation, and/or construction of the same. The manufacturer or supplier shall certify the following materials and supplies are compliant with the contract specifications unless otherwise directed by the Engineer:

- Cement and lime
- Aggregates
- Admixtures and curing materials for concrete
- Asphaltic materials
- Steel reinforcement
- Structural steel
- Fencing materials
- Miscellaneous metal products
- Drainage products
- Geosynthetics
- Timber and lumber
- Masonry units
- Joint and waterproofing materials

- Erosion and sedimentation control materials
- Turf and landscaping materials
- Permanent traffic sign and support materials
- Permanent paving marking materials
- Permanent traffic signal materials
- Temporary traffic control materials

**b. Materials.** None specified.

**c. Construction.** Not specified.

**d. Measurement and Payment.** Costs for this work will not be paid for separately, but shall be included in the Contract pay Item "General Conditions, Max \$\_\_\_\_".

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**CERTIFIED PAYROLL COMPLIANCE AND REPORTING**

AA:MGN/DD:TCB

1 of 2

01/21/21

**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.

The intent of this specification is **not** to include the actual labor costs associated with the payment of prevailing wages as required. Properly incorporate those costs in all other contract items of work bid for the project.

**b. General.** The Contractor will 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 shall provide the required certified payrolls, city-required declarations, and reports requested elsewhere in the contract documents within the timeline(s) stipulated therein.

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

The Contractor shall also attend any required meetings as needed to fully discuss and ensure compliance with the contract requirements regarding prevailing wage compliance. The Contractor shall 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.

Submit certified payrolls on City-provided forms or forms used by the Contractor, as long as the Contractor forms contain all required payroll information. If the Contractor elects to provide its own forms, the Supervising Professional shall approve of their use 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 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 City will not extend the contract completion date as a result of its 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. In such case, the City will adjust the contract completion date by the number of

calendar days commensurate with the length of its investigation if it cannot meet the published Notice to Proceed date of the work. The City will not allow adjustments to contract unit prices for all other items of work due to the adjustment of contract completion date.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
Certified Payroll Compliance and Reporting .....	Lump Sum

Measure **Certified Payroll Compliance and Reporting** by the unit lump sum and pay for it at the contract unit price, which price includes costs for all supervisory, accounting, and administrative labor, and equipment and materials necessary to complete the work of monitoring, performing and maintaining compliance with the tasks required of this Detailed Specification.

Measurement will be on a pro rata basis at the time of each progress payment, and based on the ratio of work completed during the payment period and the total contract amount. When all of the work of this Contract is complete, the measurement of this item shall be 1.0 Lump Sum, less any deductions incurred for inadequate performance as described herein. This amount will not increase for any reason, including extensions of time, extras, and/or additional work.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**AUDIOVISUAL RECORDING**

AA:DAD:TCB

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01/21/21

**a. Description.** This work includes providing an audio-video record of the physical, structural, and aesthetic conditions of the construction site and adjacent areas as provided herein. Perform this work for the entire project limits prior to the start of construction.

The audiovisual recording shall be:

1. Of professional quality, providing a clear and accurate audio and visual record of existing conditions, and include an index of the record that will enable the easy searching to locate particular areas of the project.
2. Prepared within the time period between contract award or notice to proceed and the scheduled start of construction.
3. Carried-out under the supervision of the Engineer.

**b. Production.** Complete the audiovisual recording in accordance with the following minimum requirements:

1. Media/Editing – Provide a color recording on DVD, or other approved media, using equipment that allows for the simultaneous capture of audio and visual information. Provide a recording that meets or exceeds current industry standards. Do not edit the recording.
2. Perspective/Speed/Pan/Zoom - To ensure proper perspective, the distance from the ground to the camera lens shall not be less than 10 feet and the recording must proceed in the general direction of travel at a speed not to exceed one hundred seventy-five (175) feet per minute (2 mi/hr). Control pan and zoom rates sufficiently so that playback will ensure quality of the object(s) viewed.
3. Display - The audio-video equipment shall have transparent time, date stamp and digital annotation capabilities. The final copies of the DVD, or other approved media, shall continuously and simultaneously display the time (hours:minutes:seconds) and the date (month/date/year) in the upper left-hand corner of the frame. Accurate project stationing shall be included in the lower half of the frame in standard format (i.e. 1+00). Below the stationing show periodic information, including project name, name of area shown, direction of travel, viewing direction, etc. If stationing has not been established on-site, refer to the plans and approximate the proposed stationing. On projects with no stationing use assumed stationing starting with 0+00 and progress from west to east or from south to north.
4. Audio Commentary/Visual Features – Identify locations relative to project limits and landmarks by both audio and video means at intervals no longer than twenty-five feet along the recording route. Provide additional audio commentary as necessary during recording to describe streets, buildings, landmarks, and other details, which will enhance the record of existing conditions.

5. Visibility/Ground Cover – Perform the recording during a time of good visibility. Do not perform during periods of precipitation or when snow, leaves, or other natural debris obstruct the area being recorded. The Contractor shall notify the Engineer in writing in the event that the weather or snow cover is anticipated to cause a delay in recording beyond the specified time limits.

**c. Coverage.** The audiovisual coverage shall include the following:

1. General Criteria - These general criteria shall apply to all recording and includes all areas where construction activities will take place or where construction vehicles or equipment will be operated or parked and or where materials will be stored. The recording shall extend an additional 50 feet outside of all areas. It shall include all significant, existing fabricated/constructed and natural features such as driveways, sidewalks, utility covers, utility markers, utility poles, other utility features, traffic signal structures and features, public signs, private signs, fences, landscaping, trees, shrubs, other vegetation, and other similar or significant features.

2. Road Construction Area. The recording coverage shall:

A. Extend to 50 feet outside of the right-of-way and easements area as shown on the plans.

B. Extend 50 feet outside the construction limits on all streets, including side streets.

Record each side each side street(s) separately.

3. Detour Route/Maintenance of Traffic Areas - The entire detour route and maintenance of traffic areas shall be recorded as indicated in this Detailed Specification except as follows:

A. The recording must proceed in the general direction of travel at a speed not exceeding one hundred seventy-five (175) feet per minute (2 mi/hr).

B. The coverage area shall include the street and not go beyond the curb, or edge of asphalt, except in areas where there is a fair possibility that the detoured traffic will drive over the curb, such as at intersections.

C. The recording shall include sidewalk ramps and other features likely to have been damaged or likely to be damaged as a result of existing traffic, temporary detoured traffic and or construction traffic. In these areas, recording may need to proceed much more slowly. The required recording shall be limited to the direction of travel for the planned detour route(s).

D. Include any proposed pedestrian detour routes the required coverage area.

4. Private Property - Record any/all authorized private property the Contractor may utilize as part of this project. Record private property bordering the project limits or work areas where work is scheduled to occur or where construction traffic could result in disturbance and potential damage. This includes buildings, driveways, decks, landscaping, trees, and all other similar features.

5. Other Areas – Where the Contractor, in its opinion, warrants the establishment of a record of existing conditions in other areas not described or required by this special provision, it shall record these at its sole expense. The Contractor shall notify the Engineer in writing of such areas.

The Engineer may direct the recording of other minor areas not specified herein at the Contractor’s sole expense.

**d. Audiovisual Recording Services.** The Contractor shall utilize one of the following companies, which have demonstrated to be capable of providing the recording services required by this special provision.

Construction Video Media

- Topo Video, Inc.
- Video Media Corp.
- Paradigm 2000, Inc.
- Finishing Touch Photo and Video

The Contractor may utilize another company of with demonstrated comparable or superior qualifications upon written approval from the Engineer.

**d. Audiovisual Recording Acceptance.** Furnish a copy of the audio-video record to the Engineer for review a minimum of one (1) week prior to mobilizing and bringing any materials or equipment to the project site or designated staging areas.

Within three (3) days following receipt, the Engineer will review the recording and either accept it or require the Contractor to address any discrepancies. Prior to mobilizing onto the site, the Contractor will re-record any/all portions of the audio-video record deemed unacceptable as documentation of the existing conditions and resubmit this record to the Engineer for final review.

Within two (2) weeks of final review and acceptance from the Engineer, the Contractor will furnish two (2) copies of the completed audio-video record to the Engineer and retain a third copy for its use.

**e. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item.

<b>Pay Item</b>	<b>Pay Unit</b>
Audiovisual Recording .....	Lump Sum

Measure **Audiovisual Recording** by the unit lump sum and pay for it at the contract unit price, which price includes costs for all labor, equipment and materials necessary to complete the work and provide the completed audio-video record the Engineer. The unit price includes recording the entirety of all project limits/areas as described. Any/all required re-recording will be at the sole expense of the Contractor.



CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**VACUUM TYPE CLEANING EQUIPMENT**

AA:DAD:TCB

1 of 1

01/21/21

**a. Description.** This work includes furnishing and operating throughout the construction period, vacuum type street cleaning and utility structure cleaning equipment (Vac-All, Vactor, etc.) approved by the Engineer, as and when directed by the Engineer for dust control, for dirt/debris control, and for street and utility structure cleaning after any and all paving.

**b. Materials.** None specified.

**c. Construction.** The Contractor shall furnish and operate throughout the construction period, vacuum type street cleaning and utility structure cleaning equipment (Vac-All, Vactor, etc.) approved by the Engineer. When directed by the Engineer, the Contractor shall use this equipment to control dust, dirt, and other debris within the project limits and beyond as required, to clean streets surfaces, and for street and utility structure cleaning after any and all paving. The cleaning equipment shall be of sufficient power to remove dust, dirt, and debris from the pavement and from utility structures in and adjacent to the construction area.

**d. Measurement and Payment.** The Engineer will not pay for the work required of this detailed specification separately. The Contractor shall include it in the contract unit price bid for the pay Item **General Conditions, Maximum, \$\_\_\_**.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**MAXIMUM UNIT WEIGHT**

AA:DAD

1 of 1

03/10/18

Determination of the maximum dry density per cubic foot (lbs/ft<sup>3</sup>) will be using test method AASHTO T-180 unless otherwise directed by the Engineer. Use the determined value(s) as the maximum unit weight when measuring the in place compaction or density of soils unless such value(s) are determined by an alternate test method as directed by the Engineer.

CITY OF ANN ARBOR

DETAILED SPECIFICATION  
FOR  
**CURB, GUTTER, AND CURB AND GUTTER, ANY TYPE, REM  
AND  
SIDEWALK, SIDEWALK RAMP, AND DRIVEWAY APPROACH, ANY THICKNESS,  
REM**

AA:DAD:TCB

1 of 2

01/21/21

**a. Description.** This work consists of removing concrete items including curb, gutter, curb and gutter, sidewalk, sidewalk ramps, driveway openings, and driveway approach pavements as shown on the plans, in accordance with section 204 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, except as specified herein, and as directed by the Engineer.

**b. Materials.** Provide materials in accordance with those specified in section 204 of the MDOT Standard Specifications for Construction.

**c. Construction.** Complete this work, as applicable, according to section 204 of the MDOT 2012 Standard Specifications for Construction, as described below, and as directed by the Engineer.

Prior to the start of work, the Engineer and Contractor together will identify, and field measure all concrete removal items. The Engineer will approve of all removal limits prior to the Contractor performing any concrete removal work.

Perform full-depth saw cutting at removal limits, including those necessary to construct 2-foot wide "Det M" driveway openings, and including those necessary to provide for the partial removal of existing drive approaches as shown on the plans, as directed by the Engineer, and as marked for removal. The Contractor will cut steel reinforcement bars as directed by the Engineer at all areas of removal. Perform any/all saw cutting under wet conditions to prevent excessive airborne dust. Clean up any/all resulting slurry and debris to the satisfaction of the Engineer immediately after performing saw cutting work.

The work includes excavation of any/all concrete designated for removal; stump and brush removal, as required; disposal of removed materials; and backfilling and compaction, as required.

**The Contractor will coordinate with the City's Urban Forestry and Natural Resources Coordinator prior to the removal of any tree roots. Contact information will be provided prior to construction.**

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

Use blade graders, maintainers, vibratory rollers, and/or other equipment as necessary, and as directed by the Engineer. The use of each specific piece of equipment is subject to the approval of the Engineer.

Where replacing existing concrete curb or curb and gutter on a street with a concrete (or brick) base, the Engineer may direct the Contractor to remove a one (1) foot wide, full-depth section of pavement and pavement base immediately in front of the curb and gutter. As part of this pavement/base removal, the Contractor will perform additional (double) full-depth saw-cutting along the entire removal limits and take the necessary precautions so not to damage and/or disturb any adjacent pavement, pavement base, and/or any other site feature, all as directed by the Engineer. The width and depth of removals must allow for placement and removal of the curb and gutter formwork. After the removal of the formwork, the Contractor will replace the concrete base to its original thickness and elevation(s).

At all times protect excavated/removal areas with barricades and/or fencing.

Removed or excavated materials not incorporated into the work will become the property of the Contractor and be immediately removed and properly disposed of off-site. DO NOT stockpile overnight, either on or adjacent to site, any removed or excavated materials.

Replace and compact any/all base, subbase, or subgrade materials removed without authorization with materials specified by the Engineer. The Contractor will perform this work at its sole expense.

Replace concrete curb, gutter, curb and gutter, sidewalk, sidewalk ramps, drive openings, and driveway approaches within 24 hours of their removal.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Curb, Gutter, and Curb and Gutter, Any Type, Rem .....	Foot
Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem .....	Square Yard

Measure **Curb, Gutter, and Curb and Gutter, Any Type, Rem** lengths in place by the unit foot and pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials necessary to complete the work.

Measure **Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem** areas in place by the square yard and pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials to complete the work.

Saw cutting is not a separate contract pay item. The respective contract unit prices bid for **Curb, Gutter, and Curb and Gutter, Any Type, Rem** and **Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem** include payment for any/all saw cutting costs.

CITY OF ANN ARBOR  
 DETAILED SPECIFICATION  
 FOR  
**GRADING, SIDEWALK, SIDEWALK RAMP, AND DRIVEWAY APPROACH**

AA:DAD:TCB

1 of 1

01/21/21

**a. Description.** Remove miscellaneous structures and materials, and complete all earthwork required to construct new and replacement sidewalks, sidewalk ramps, and driveway approaches to the lines and grades shown on the plans and/or as directed by the Engineer. Complete this work according to the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, this special provision, and as directed by the Engineer.

**b. Materials.** Provide materials in accordance with subsection 205.02 of the MDOT 2012 Standard Specifications for Construction as necessary to achieve the required cross section(s). The Contractor may use excavated material, if suitable, as embankment with approval by the Engineer.

**c. Construction.** Complete this work according to applicable subsection 205.03 of the MDOT 2012 Standard Specifications for Construction. Grading for sidewalks and sidewalk ramps includes, but is not limited to, the following work:

1. Stripping and stockpiling topsoil for use in turf establishment as approved.
2. Removing rocks or boulders less than 0.5 cubic yards in volume.
3. Excavating material to a depth necessary for construction.
4. Disposing of excess and unsuitable material according to section 205 of the MDOT 2012 Standards Specifications for Construction.
5. Shaping, grading, and compacting the subgrade to proposed grades to prepare it for embankment, subbase or aggregate base bedding materials or for an aggregate surface course.
6. Furnishing and placing embankment material to the grades necessary for construction.
7. Shaping, grading, and compacting embankment to proposed grades to prepare it for subbase or aggregate base bedding materials or for an aggregate surface course.
8. Matching new sidewalk, sidewalk ramp, and driveway approach grades with existing grades as required.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
Grading, Sidewalk, Sidewalk Ramp, and Driveway Approach .....	Square Yard

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
UNDERCUTTING

AA:DAD:TCB

1 of 2

01/21/21

**a. Description.** This work includes the removal of existing unstable and/or unsuitable base, subbase and/or subgrade soil material(s) that may be susceptible to frost heaving or differential frost action in the areas and limits identified by the Engineer. It also includes installing stabilization geotextile and/or structural geogrid as necessary and backfilling to replace these material(s) and remedy the unstable soil conditions. Perform this work in accordance with section 205 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, as directed by the Engineer, and as modified herein.

**b. Materials.** Provide Granular Material Class II, Dense-Graded Aggregate Class 21 AA Open-Graded Aggregate Class 4 G materials in accordance with those specified in section 902 of the MDOT 2012 Standard Specifications for Construction.

Provide stabilization geotextile materials in accordance with section 910 of the MDOT 2012 Standard Specifications for Construction.

Provide structural geogrid materials in accordance with the Detailed Specification for Structural Geogrid.

**c. Construction.** Use construction methods as described in subsection 205.03.E of the Standard Specifications for Construction, and as directed by the Engineer.

After either removing the pavement, performing rough/finish grading, and/or at the time of proof rolling, the Engineer will inspect the grade to determine the need for, and the limits of, undercuts. Excavate to the required depth, trim, shape, and re-compact the undercut areas as directed by the Engineer. Properly dispose of all excess materials.

Backfill areas of Undercutting, Type IIA with Class 21AA Dense-Graded Aggregate, areas of Undercutting, Type IIB with Granular Material Class II, and areas Undercutting, Type IIC with Open-Graded Aggregate Class 4 G unless directed otherwise by the Engineer.

Place stabilization geotextile and/or structural geogrid as directed by the Engineer in areas where subgrade soils require added stability. Place stabilization geotextile as directed by the Engineer in areas where is the potential of intermixing of dissimilar materials.

Place and compact the aggregate fill in maximum lifts of not more than 12 inches thick. At the discretion of the Engineer, aggregate fill lifts of up to 24 inches may be allowed based on the assessment of subgrade soil conditions.

Compact undercutting backfill material (>12 inches below the finish base grade) to not less than 95% of its maximum unit weight. Compact undercutting backfill material (≤12 inches below the finish base grade) to not less than 98% of its maximum unit weight. Determine the maximum unit weight of backfill materials using the AASHTO T-180 test.

The Engineer may elect to use one or more types of undercutting to address poor soil conditions identified in a specific area of the project.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit prices using the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Undercutting, Type IIA.....	Cubic Yard
Undercutting, Type IIB.....	Cubic Yard
Undercutting, Type IIC.....	Cubic Yard

Measure **Subgrade Undercutting, Type IIA, Subgrade Undercutting, Type IIB, and Subgrade Undercutting, Type IIC** volumes in place by the unit cubic yard and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials necessary to complete the work.

When one or more than types of undercutting are used to address poor soil conditions identified in a specific area of the project, each type will be measured and paid for separately.

Stabilization geotextile and structural geogrid will each be measured and paid for separately. If the contract does not include these items of work their respective use will each be paid as a new/extra contract item.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**AGGREGATE BASE**

AA:DAD:TCB

1 of 1

01/21/21

**a. Description.** This work consists of constructing an aggregate base course on a surface approved by the Engineer using only crushed limestone. The aggregate base shall be in accordance with sections 302 and 303 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction, except as herein modified:

**b. Material.** Provide aggregate material meeting the requirements for Dense-Graded Aggregate Class 21 AA and Open-Graded Aggregate Class 4G as specified in section 902 of the MDOT 2012 Standard Specifications for Construction. The ONLY permitted material shall be crushed limestone unless otherwise approved by the Engineer.

**c. Construction.** Construct aggregate base course in accordance with subsection 302.03 of the 2012 MDOT Standard Specifications for Construction. Place Dense-Graded Aggregate Class 21 AA and Open-Graded Aggregate Class 4G as shown on the plans, based on site conditions encountered during construction, or as directed by the Engineer.

Deliver aggregate to the job site in their respective thoroughly blended condition.

Stockpile and handle base aggregates in such a manner that there will be no mixing of them with one another or the existing underlying soil.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit prices using the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Base, CI 21AA, CIP .....	Cubic Yard
Aggregate Base, CI 4G, CIP .....	Cubic Yard

Measure **Aggregate Base, CI 21AA** and **Aggregate Base, CI 4G** volumes in place by the unit cubic yard and pay for them at their respective contract unit price, which price includes costs for all labor, equipment and materials necessary to complete the work.



CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**DRAINAGE AND UTILITY STRUCTURES**

AA:DAD:TCB

1 of 1

01/21/21

**a. Description.** This work consists of cleaning and pointing drainage (storm) and utility (sanitary and water) structures whether shown or not on the plans, as directed by the Engineer, and as herein provided.

**b. Materials.** Provide materials in accordance with subsection 403.02 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, unless otherwise directed by the Engineer.

**c. Construction.** Clean and point drainage and utility structures in accordance with subsection 403.03 of the MDOT 2012 Standard Specifications for Construction, and as directed by the Engineer.

Point structures by removing loose and damaged mortar, filling joints between concrete and masonry units with new mortar, and striking joints so the exposed surface is smooth and free of voids.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Dr Structure, Cleaning, Modified.....	Each
Dr Structure, Point.....	Each

Measure **Dr Structure, Cleaning, Modified** and **Dr Structure, Point** individually in place by their respective units each and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials necessary to complete the work.

CITY OF ANN ARBOR  
 DETAILED SPECIFICATION  
 FOR  
**STRUCTURE COVERS**

AA:DAD:TCB

1 of 2

01/21/21

**a. Description.** This work shall consist of replacing and furnishing frames and covers for utility (storm, sanitary, and water) structures as shown on the plans and as directed by the Engineer, in accordance with section 403 of the edition of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, except as specified herein.

**b. Materials.** Provide materials meeting the requirements of subsection 403.02 and section 908 of the MDOT 2012 Standard Specifications. Provide frames and covers conforming to the model(s) shown in the table below, or equivalent approved by the Engineer.

Type of Casting	Associated Pay Item (MDOT Designation)	EJ No.	NEENAH No.
Manhole Frame and Cover (sanitary sewer)	Dr Structure Cover, Special		
Manhole Frame and Cover (storm sewer and water)	Dr Structure Cover, Type B, Modified (Cover B)	1040 w/ Type A Cover Type M1	
Curb Inlet/Catch Basin Frame and Cover (barrier curb & gutter)	Dr Structure Cover, Type K, Modified (Cover K)	7045Z w/ 7045M1 Sinusoidal Grate	R-3249F
Flat Inlet/Catch Basin Frame and Cover	Dr Structure Cover, Type R, Modified (Cover R)		

Provide frames and covers with machined bearing surfaces.

Provide East Jordan manhole covers labeled with "CITY OF ANN ARBOR" and "WATER", "STORM", or "SANITARY" whichever is applicable. Use the City's custom logo in use at the time of the project (see miscellaneous details on plans).

Use Dr Structure Cover, Special for all sanitary sewer manhole covers unless otherwise directed by the Engineer.

Frames and covers for monument and gate (water-valve) boxes will be provided by the City of Ann Arbor. The Contractor will determine the necessary quantities for each of these items and arrange for their delivery to the site, or pick-up from the W.R. Wheeler Service Center (4251 Stone School Road), with the Engineer.

**c. Construction.** The Contractor shall store materials on site and/or at locations arranged by the Contractor, subject to the approval of the Engineer. The Contractor shall not store materials or equipment, including metal castings and steel plates, on any lawn areas.

The Contractor shall stockpile on site all salvaged covers and castings for pick-up by a City of Ann Arbor Public Works crew.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Dr Structure Cover, Special .....	Each
Dr Structure Cover, Type B, Modified .....	Each
Dr Structure Cover, Type K, Modified .....	Each
Dr Structure Cover, Type R, Modified .....	Each

Measure **Dr Structure Cover, Special** and **Dr Structure Cover, Type \_\_\_\_, Modified** individually in place by their respective units each and pay for them at their respective contract unit prices, which prices include all cost for labor, equipment and materials necessary to complete the work.

Payment for transporting new covers to the project site from the W.R. Wheeler Service Center, if necessary, is included in the unit prices bid for the above drainage structure cover items of work.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**CONCRETE DRIVEWAY OPENING**

AA:DAD:TCB

1 of 1

01/21/21

**a. Description.** This work consists of constructing concrete driveway openings at the locations shown on the plans in accordance with section 802 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, applicable standard or special details, as directed by the Engineer, and as specified herein.

**b. Materials.** Provide materials meeting the requirements specified in subsection 802.02 of the MDOT 2012 Standard Specifications for Construction and as specified herein.

Use concrete mixture Grade P-NC (658 pounds/cubic yard cement content) for Driveway Opening, Conc, Det M, Modified as specified in subsection 601.02 of the MDOT 2012 Standard Specifications.

Provide concrete mixtures containing 6AA coarse aggregates that are either natural or limestone and meet the requirements of section 902 the MDOT 2012 Standard Specifications for Construction.

The Contractor is solely responsibility for providing specific concrete mix designs that meet the requirements of this detailed specification.

**c. Construction.** Use construction methods in accordance with subsection 802.03 of the MDOT 2012 Standard Specifications for Construction.

Place expansion joints of the thickness shown on the details or as directed by the Engineer.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

**Pay Item**

**Pay Unit**

Measure **Driveway Opening, Conc, Det M, Modified** length in place by the unit foot and pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials to complete the work.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**CONCRETE SIDEWALK, ADA RAMPS, AND DRIVEWAY APPROACHES**

AA:MGN:JKA

1 of 3

1/16/2020

**a. Description.-** This work shall consist of constructing concrete sidewalk, ramp, or drive approaches of the types as indicated on the plan sheets, as detailed in the specifications, or as directed by the Engineer. It shall also include constructing concrete drive approaches of the types as indicated on the plan sheets, as detailed in the specifications, or as directed by the Engineer. All work shall be in accordance with Section 801 and 803 of the 2012 MDOT Standard Specifications for Construction and as specified herein.

All ADA ramps shall be installed with detectable warning units. Reference the Special Provision entitled "Detectable Warning Tiles" for additional requirements.

**b. Materials.-** The materials shall meet the requirements as specified in the 2012 MDOT Standard Specifications and as required herein. The grade of concrete for items designated as "P-NC" shall be Grade P-NC concrete (658 lbs/yd<sup>3</sup> cement content) as specified in Section 601 of the 2012 MDOT Standard Specifications.

The grade of concrete for all remaining items covered by this Special Provision shall be grade P1 as specified in Section 601 of the 2012 MDOT Standard Specifications for Construction. The Contractor may elect to add GGBFS to P1 mixtures in accordance with the requirements of the contract documents. No additional payment will be made for concrete mixtures containing GGBFS.

All concrete mixtures shall contain 6AA coarse aggregates which are either natural or limestone and meet the requirements of Section 902 of the 2012 Michigan Department of Transportation Standard Specifications for Construction.

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

**c. Construction Methods.-** The Contractor is responsible to construct all sidewalk, sidewalk ramps, curbs, and all other concrete items within ADAAG compliance. All sidewalk and curb ramps must be constructed in accordance with MDOT Standard Detail R-28-I (or the version in effect at the time of Bid Letting.)

Where concrete sidewalk and/or ADA compliant ramps are to be placed, they shall be placed on a minimum of 4 inches of Granular Material, Class II, compacted to 95% of its maximum dry density.

Concrete drive approaches shall be placed on either aggregate base course or a sand sub-base as shown on the plans or as directed by the Engineer. The required density of the material underlying the concrete drive approach shall be that of the material on which it is placed and required by those specifications.

Prior to placing any concrete, the subgrade shall be completed and trimmed to final elevation. If a cold joint is required, the existing concrete is to be cleaned with compressed air to expose the aggregate in the concrete.

Where indicated on the plans to be performed, the Contractor shall also sawcut curbs to provide openings for sidewalk ramps as indicated. The Engineer shall define the extent of sawcutting. This work will not be paid for separately, but shall be included in the corresponding price of the ADA ramp to be placed.

The concrete items being placed shall not be opened to construction or vehicular traffic until such time as the concrete has reached the required compressive strength. The Contractor shall cast cylinders in accordance with Section 601 of the 2012 MDOT Standard Specifications, and as approved by the Engineer, and obtain concrete compressive strength in accordance with the requirements of Section 104.11, Table 104-1. Cylinders cast for open to traffic determinations shall be cured in the same manner and environment as the concrete items which they represent.

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

All ADA ramps shall be installed with detectable warning units. Reference the Special Provision entitled "Detectable Warning Tiles" for additional requirements.

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

<b><u>Contract Item (Pay Item)</u></b>	<b><u>Pay Unit</u></b>
Sidewalk, Concrete, ___ inch, Special .....	Square Foot
Sidewalk Ramp, Concrete, ___ inch, P-NC, ADA, Modified...	Square Foot
Sidewalk Ramp, Concrete, ___ inch, ADA, Modified .....	Square Foot
Concrete Drive Approach, Non-Reinforced, P-NC, ___ inch..	Square Foot

The above items will be measured by area in square feet and be paid for at their respective contract unit price, which price shall be payment in full for all labor, equipment and material needed to accomplish this work. The unit price shall also include all costs associated with sawcutting curbs to provide openings for ADA sidewalk ramps as indicated on the plans.

Where the Engineer directs the use of high early concrete for pay items that are not designated as "P-NC," the additional cement shall be paid for separately. No additional payment will be made for cement for pay items that are designated "P-NC."

Excavation for placement of Granular Material, Class II, bedding material shall be included in the item of work "Sidewalk Grading" and "Sidewalk Ramp Grading" and shall not be paid for separately.

Detectable warning units cast in place, shall be paid for in accordance with the Special Provision for "Detectable Warning Tiles".

CITY OF ANN ARBOR  
SPECIAL PROVISION  
FOR  
**DETECTABLE WARNING SURFACE**

AA:DAD

1 of 2

04/15/20

**a. Description.** This work consists of furnishing and installing cast in place detectable warning units in compliance to the Americans with Disabilities Act (ADA) Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, section 4.29.2 Detectable Warnings on Walking Surfaces. Complete work in accordance with the Detailed Specification for “Concrete Sidewalk, Sidewalk Ramps, and Driveway Approach”, section 803 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, MDOT Standard Plan Series R-28, as indicated on the plans, and as modified herein.

**b. Materials.** Use color Federal Number 22144 (frequently referred to as “Colonial Red” or “Brick Red”) for detectable warning tiles.

The following apply to this detailed specification: American Society for Testing and Materials (ASTM) Test Methods B117, C1028, D543, D570, D638, D695, D790, D2486, D2565, D5420, and E84.

Provide detectable warning tiles meeting the following material properties, dimensions, and tolerances using the most current test methods:

1. Water Absorption: Not to exceed 0.35% when tested in accordance with ASTM-D570
2. Slip Resistance: 0.80 minimum combined wet/dry static coefficient of friction on top domes and field area, when tested in accordance with ASTM C1028.
3. Compressive Strength: 18,000 psi minimum, when tested in accordance with ASTM D695.
4. Tensile Strength: 10,000 psi minimum, when tested in accordance with ASTM D638.
5. Flexural Strength: 24,000 psi minimum, when tested in accordance with ASTM D790.
6. Chemical Stain Resistance: No reaction to 1% hydrochloric acid, urine, chewing gum, soap solution, motor oil, bleach, calcium chloride, when tested in accordance with ASTM D543 or D1308.
7. Wear Depth: 300 minimum, when tested in accordance with ASTM C501.
8. Flame Spread: 25 maximum, when tested in accordance with ASTM E84.
9. Gardner Impact: 50 in.-lbs. minimum, when tested in accordance with Geometry “GE” of ASTM D5420.
10. Accelerated Weathering of Tile when tested by ASTM-G155 or ASTM G151 shall exhibit the following result- $\Delta E < 6.0$  as well as no deterioration, fading or chalking of surface when exposed to 3000 hours minimum exposure.
11. Wheel Loading: The cast in place tile shall be mounted on a concrete platform with a 1/2” airspace at the underside of the tile top plate then subjected to the specified maximum load of 10,400 lbs., corresponding to an 8,000 lb individual wheel load and a 30% impact factor. The tile shall exhibit no visible damage at the maximum load of 10,400 lbs using AASHTO-HB17 single sheet HS20-44 loading “Standard Specifications for Highways and Bridges.”



12. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B117 not to show any deterioration or other defects after 100 hours of exposure

Submit manufacturer’s literature describing products, installation procedures and maintenance instructions. Provide cast-in-place detectable surface tiles and accessories as produced by a single manufacturer.

Samples for Verification Purposes: Submit two (2) tile samples minimum 6” x 8” of the kind proposed for use. Properly label samples to show the following information: Name of Project; Submitted by; Date of Submittal; Manufacture’s Name; Catalog No.; and Date of Fabrication.

Material Test Reports: Submit current test reports from a qualified, independent, testing laboratory that verify materials proposed for use comply with requirements of this detailed specification. Use a certified and qualified independent testing laboratory to perform any/all other tests required by this detailed specification to ensure the proposed cast-in-place tactile warning system is compliant. All test reports submitted shall be certified by the testing laboratory and shall clearly state that all tests were completed within 5 years of the date of the submittal. The manufacturer shall certify in writing that the materials provided to the project are manufactured with the same materials and manufacturing procedures as those used in the materials on which the tests were performed.

**c. Construction.** Installer Qualifications: Engage an experienced installer who has successfully completed tile installations similar in material, design, and extent required for this project.

Follow manufacturer specifications for installation, except where they conflict with MDOT Standard Plan Series R-28, or other project requirements.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Detectable Warning Surface, Modified.....	Foot

Measure **Detectable Warning Surface, Modified** length in place by the unit foot and pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials to complete the work.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**TEMPORARY PEDESTRIAN RAMP**

OFS:RAL

1 of 2

APPR:DMG:CAL:10-30-15

**a. Description.** This work consists of furnishing, installing, maintaining, relocating, and removing a temporary pedestrian ramp as identified in the proposal or on the plans. Use temporary pedestrian ramps to facilitate pedestrian travel on accessible facilities over curbs or other uneven terrain features with a vertical difference of 1/2 inch or greater. Damaged pedestrian ramps will be replaced as directed by the Engineer.

**b. Materials.** Provide materials to construct a temporary pedestrian ramp in accordance with the *Americans with Disabilities Act (ADA)*, the standard specifications, and the following:

1. Ensure the material used to construct the temporary pedestrian ramp is firm, stable, skid resistant, and forms a continuous hard surface. Ensure the surface does not warp, buckle or otherwise become uneven, and materials support the weight of pedestrians as well as motorized scooters and wheelchairs. Suitable materials to construct the surface of the ramp include asphalt materials, Oriented Strand Board (OSB) or plywood, dimensional lumber, certain reclaimed or other materials as approved by the Engineer. Compacted soils, aggregate and sand are prohibited.

2. Provide a handrail on both sides of the ramp if the ramp is not exposed to vehicle traffic and has a total rise greater than 6 inches, and a length greater than 72 inches. Ensure the handrail is between 1.25 and 1.5 inches wide and configured to be a "graspable" cross-section. See construction subsection 2.A for additional details. When the ramp is exposed to traffic, in lieu of handrails, use a protective edge 2.5 inches minimum height above the ramp surface or 1:10 flare on both sides of the ramp.

3. Ensure the surface of the ramp is free draining; in addition provide features that allow drainage to move past the ramp installation (i.e. along the gutter pan underneath the ramp if the ramp is installed on a curb).

4. Provide materials to construct detectable edging along open sides of the ramp if required.

5. If asphalt materials are not used to construct the surface of the ramp, provide an antiskid coating or surface treatment approved by the Engineer.

1. Ensure the useable surface of the ramp is 48 inches wide and does not deflect due to pedestrian traffic. Ensure an anti-skid surface treatment is applied to the useable area of the ramp if it is not made from asphalt materials. The maximum cross slope of the ramp is 2 percent. Ensure both ends of the ramp smoothly transitions to the adjacent surface, with 1/4 inch or less vertical difference.

Construct the ramp to maintain a longitudinal slope from 1:10 to 1:12 where possible. Otherwise, a longitudinal slope from 1:8 to 1:10 may be used for a maximum rise of 3 inches. Temporary pedestrian ramps with longitudinal slopes greater than 1:8 are prohibited.

A. Provide a handrail on both sides of the ramp if required as stated herein. Ensure the top of the handrail is between 34 and 38 inches above the surface of the ramp. Ensure a minimum width of 36 inches is maintained between the handrails, with a minimum clearance of 1.5 inches behind and 18 inches above.

Construct the handrail such that the bending stress applied by a bending moment created by a 250 pound force is less than the allowable stress for the materials and the construction of the handrail. Construct the handrail to withstand the shear stress induced by a 250 pound force. Ensure all fasteners, mounting devices and support structures are also able to withstand shear stress induced by a 250 pound force.

2. Construct a detectable edging anytime a handrail is required, and anytime the path changes direction. This includes a turn onto the ramp from the path. Detectable edging must begin a maximum of 2.5 inches above the ramp surface, and extend at least 6 inches above the ramp surface.

3. Ensure a clear space (minimum 48 inches by 48 inches) is provided above and below the ramp.

4. Avoid locating ramps in areas of drainage collection, ponding or running water, which can produce slippery or unsafe conditions. If the ramp is located over a gutter pan or other drainage structure, provide features to facilitate water movement around or under the ramp as approved by the Engineer.

5. Ensure all debris and construction material is cleared from the surface of the ramp throughout its use. Ensure snow and ice is removed; the use of an approved de-icing agent may be required. Repair or replace the ramp if it becomes uneven, unstable, or displaces due to weather events, construction activities, or other causes as directed by the Engineer.

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

<b>Pay Item</b>	<b>Pay Unit</b>
Pedestrian Ramp, Temp.....	Each

**Pedestrian Ramp, Temp** includes all labor, equipment, and materials to furnish, install and remove a temporary pedestrian ramp at the locations shown on the plans, as well as all costs for maintaining, clearing debris, deicing, reconfiguring, and relocating the temporary pedestrian ramp throughout the life of the contract.

CITY OF ANN ARBOR  
 DETAILED SPECIFICATION  
 FOR  
**PERMANENT PAVEMENT MARKINGS**

AA:DAD

1 of 1

05/26/20

**a. Description.** This work consists of providing and placing permanent pavement markings in accordance with the Michigan Manual on Uniform Traffic Control Devices (MMUTCD). Provide pavement markings that conform to the plans, section 811 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, MDOT Pavement Marking Standard Plans, City of Ann Arbor Special Details, as directed by the Engineer, and as specified herein.

**b. Materials.** Provide materials in accordance with sections 811 and 920 of the MDOT 2012 Standard Specifications for Construction. Provide the Material Safety Data Sheets to the Engineer for required materials and supplies. Dispose of unused material and containers in accordance with the Federal Resource Conservation Recovery Act (RCRA) of 1976 as amended, and 1994 PA 451, Part 111 Hazardous Waste Management. Provide samples of permanent pavement marking materials upon request.

**c. Construction Methods.** The preparation and placement of permanent pavement markings shall conform to section 811 of the MDOT 2012 Standard Specifications, the plans, and as specified herein.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt Mrkg, Waterborne, 12 inch, Crosswalk .....	Foot
Pavt Mrkg, Waterborne, 24 inch, Stop Bar .....	Foot
Pavt Mrkg, Waterborne, Lt Turn Arrow Sym.....	Each
Pavt Mrkg, Waterborne, Rt Turn Arrow Sym .....	Each
Pavt Mrkg, Waterborne, Thru and Rt Turn Arrow Sym .....	Each
Pavt Mrkg, Waterborne, Thru Arrow Sym.....	Each

Measure **Pavt Mrkg, Waterborne, 12 inch, Crosswalk** and **Pavt Mrkg, Waterborne, 24 inch, Stop Bar Sym** in place by the unit foot and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials to complete the work.

Measure **Pavt Mrkg, Waterborne, Lt Turn Arrow Sym; Pavt Mrkg, Waterborne, Rt Turn Arrow Sym; Pavt Mrkg, Waterborne, Thru and Rt Turn Arrow Sym;** and **Pavt Mrkg, Waterborne, Thru Arrow Sym** individually in place by the unit each and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials to complete the work.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**AUDIBLE MESSAGE DEVICES**

AA:DAD

1 of 3

04/16/20

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

**b. Categories.** Audible message devices (AMDs) will have two categories as follows:

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.

**b. Criteria.** Below are the necessary criteria for all types of AMDs to be on the APL.

1. Compliant with the latest version of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) and the Public Right-of-Way Accessibility Guidelines (PROWAG).

2. Be weatherproof and fully operational between -20° F to +130° F and in a humidity range of 0-100% non-condensing.

3. Be able to be battery operated.

4. Proximity sensor shall be able to detect pedestrians from 15 feet away.

5. The ability to verbalize a custom voice messages for a minimum of 60 seconds.

6. Volume level requirements.

a. Volume level measured at 3 feet from the AMD shall be 2 dB minimum and 5 dB maximum above ambient noise level in standard operations and shall be responsive to ambient noise level changes.

b. The ability to maximize volume level at 100 dBA

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

1. The device shall 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 shall be placed approximately at 42 inches (but no more than 48 inches) from the bottom of the device.

2. Pushbuttons shall incorporate a locator tone at the pushbutton. Pushbutton locator tone volume measured at 3.0 feet from the pushbutton shall be 2 dB minimum and 5 dB maximum above ambient noise level and shall be responsive to ambient noise level changes. The duration of the locator tone shall be 0.15 seconds maximum and shall 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.
  
- 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 shall follow manufacturer specifications for installation, except where they conflict with MMUTCD or other project requirements.

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

<b><u>Contract Item (Pay Item)</u></b>	<b><u>Pay Unit</u></b>
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Audible Message Device, Temp.....	Each
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Measure **Audible Message Device, Temp** individually in place by the unit each and pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials necessary to complete the work.

CITY OF ANN ARBOR

DETAILED SPECIFICATION  
FOR  
MAINTENANCE OF TRAFFIC

AA:DAD

1 of 5

04/16/20

**a. Description.** The Contractor will maintain traffic in accordance with the plans, subsection 104.11 and section 812 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD), applicable MDOT supplemental specifications, applicable MDOT signing typicals, as directed by the Engineer, and as herein specified.

The following, and herein included, Michigan Department of Transportation (MDOT) Maintaining Traffic Typicals and Work Zone Device Details apply to the project: M0020a, M0040a, M0140a, WZD-100-A, and WZD-125-E.

**b. Construction Influence Area (CIA).** The CIA includes the area within the rights-of-way of South Industrial Highway, East Eisenhower Parkway, East Stadium Boulevard, Jewett Avenue, Rosewood Street, Astor Avenue, and Stimson Street. It also includes the affected portions of any private streets and driveways along, and contiguous with, South Industrial Highway, roadway segments used for detours, and all other locations that contain temporary traffic control devices, pavement markings, and any other project related traffic maintenance items.

The Contractor shall furnish, erect, maintain, and upon completion of the work, remove all traffic control devices within and around the CIA, and along posted detour routes, for the safety and protection of traffic. This includes, but is not limited to, regulatory and warning signs, barricades, channeling devices and other minor devices where required by the Engineer.

**c. Traffic Restrictions.** The work covered by this specification consists of measures to protect and maintain traffic and to protect the work while the contract is in force, as shown on the plans and specified herein.

The Contractor shall conduct all work Monday through Saturday between 7:00 a.m. and 8:00 p.m. unless the Engineer authorizes in writing an alternate plan identifying the days and hours of work prior to commencement of construction. Should the Contractor for certain reasons need to perform any work on Sunday(s) or during nighttime hours, it shall notify the Engineer three (3) working days (72 hours) in advance of such work, and the Contractor must have written approval from the City prior to commencing with the work.

The Contractor shall be perform no work or interrupt traffic during holiday periods as defined by the City and MDOT, unless otherwise authorized by the Engineer. All streets and sidewalks that can be open will be open. Trucking on or off site is prohibited unless authorized by the Engineer.

Maintain access to all residential and commercial driveways at all times.



The Contractor shall, at all times, conduct its work to insure the least possible obstruction to traffic and inconvenience to the general public, businesses, and residents in the vicinity of the work. It shall minimize impacts traffic between the hours of 7:00 a.m. to 9:00 a.m. and from 3:30 p.m. to 6:00 p.m. unless otherwise approved by the Engineer or as specified on the Lane Closure Permit. It shall make any/all major changes to temporary traffic controls either between 9:00 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 shall provide traffic regulators (flag persons) in conformance with Part VI of the MMUTCD when it is necessary to obstruct traffic temporarily to load and unload construction vehicles/trucks. During temporary obstructions, a minimum of two traffic regulators are required. The cost of traffic regulators (flag control) shall be included in the contract pay item "Traf Regulator Control".

The Contractor shall maintain access to businesses, residences, and side street(s) within the CIA for the duration of the project. The Contractor shall make every effort to coordinate its operations to minimize interruptions affecting access. The Contractor shall notify the Engineer forty-eight (48) hours in advance of any work near business or residential driveways, and stage work part-width if required to maintain access. The Contractor will not prohibit access to any business or residence during any phase of construction unless approved by the property owner and the Engineer. Flagging will be required at the discretion of the Engineer.

The Contractor shall maintain a minimum of one lane of traffic in the southbound direction at all times during construction between Stimson Street and East Eisenhower Parkway unless otherwise authorized by the Engineer. It shall also maintain a minimum of one lane of traffic in each direction at all times during construction between Stimson Street and East Stadium Boulevard unless otherwise authorized by the Engineer.

Lane widths shall be a minimum of 9 feet wide. Contractor shall schedule work so that under no circumstances traffic it needs to stop traffic with exception to the loading and unloading of construction vehicles/trucks as noted above. It shall suspend work within the CIA during peak traffic hours and/or when any construction activity unduly hampers or delays traffic, at the discretion of the Engineer.

The Contractor shall notify local police, fire departments and other emergency response units a minimum of three business days (72 hours) prior to the closure of any lanes, or traffic shifts causing restricted movements of traffic or restricted access. It shall keep "live" fire hydrants in or adjacent to the work and make fire-fighting forces aware of their availability at all times during construction.

During the lane closures access for emergency vehicles (fire, ambulance, police, etc.) must be maintained to adjacent homes, businesses and subdivisions at all times.

**d. Materials.** Materials for all traffic control devices used to temporarily control and maintain traffic shall meet the requirements of subsection 812.02 of the MDOT 2012 Standard Specifications for Construction, the 2011 MMUTCD, the applicable MDOT typicals and details included herein, and as described below.

All signs shall be of sizes shown on the plans, unless otherwise directed by the Engineer.

Install temporary signs, which 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 shall have a minimum bottom height of 7.0 feet.

Channelizing devices required for all lane closures shall be plastic drums.

Replace all existing pavement markings removed for traffic control or obliterated during construction operations with thermoplastic markings. This includes the special markings (i.e., overlay cold plastic arrows symbols, only legends, 24 inch stop bars, etc.).

All sign materials and supports must meet NCHRP-350 crash worthy requirements.

**e. Construction.** Temporarily traffic control and maintenance of traffic shall meet the requirements of subsection 812.03 of the MDOT 2012 Standard Specifications for Construction, the 2011 MMUTCD, the applicable MDOT typicals and details included herein, and as described below.

Phase/stage the construction as shown on the plans in order to complete the work.

The Contractor shall notify the Engineer a minimum of seven (7) business days prior to the implementation of lane and/or road closures.

The Contractor shall provide, erect and maintain any additional signs, barricades and other traffic control devices, as needed, and as directed by the Engineer. The Engineer will pay for this work by increasing the quantities of approved contract items.

The Contractor shall furnish and place all necessary temporary traffic control devices to maintain traffic during construction. It shall keep all work, construction equipment, and material storage behind the curb, or behind barricades or channelizing devices, all in combination with protective fencing, if required to protect open excavations, and shall not in any way hamper vehicle movement or impair traffic vision. It shall also provide protection to all uncured concrete sidewalk, driveways, and curb and gutter, as needed, until all vehicular or pedestrian traffic can cross without damage. The Contractor shall install additional barricades and protective fencing, as required, at the end of each day to insure no disturbance to the work area.

Distances between warning, regulatory, and guide signs as shown on the plans and typicals are approximate, and may require field adjustment, as directed by the Engineer.

The Contractor shall maintain traffic as shown on the plans, access for local traffic on local streets, and keep all intersections open to traffic at all times, unless otherwise shown on the plans or specifically authorized in writing by the Engineer.

The Contractor shall maintain traffic such that no vehicle shall be required to drive into active work areas. It shall remove and replace patch areas, which extend more than halfway across the roadway, to provide a minimum of half the pavement width at all times for maintaining traffic.

The Contractor shall remove existing pavement markings and place temporary pavement markings as directed by the Engineer.

Perform any removal of permanent pavement markings using methods that will not scar the pavement.

All temporary traffic/pedestrian control devices furnished by the Contractor shall remain the property of the Contractor. The City shall not be responsible for stolen or damaged signs, barricades, plastic drums and other traffic maintenance items. The Contractor shall replace missing and/or damaged traffic control devices immediately, at no additional cost to the City.

The Contractor shall coordinate its operations with all subcontractors, utilities, and/or other contractors performing work on this and other projects within, or adjacent to, the Construction Influence Area (CIA). The contractor shall avoid conflicts in maintaining traffic operations, signing, and orderly progress of other contract work.

Prior to the start of construction, the Contractor shall obtain a "Right-of-Way" Permit from City of Ann Arbor Customer Services Unit. The Contractor shall notify the Project Engineer and obtain a "Traffic Detour or Lane Closure" Permit from City of Ann Arbor Project Management Services Unit a minimum of 72 business hours prior to the implementation of any traffic shifts, lane closures and street closures. The City will waive any fees associated with these permits.

Remove, cover, or lay down and remove legs, any/all temporary warning, regulatory, and guide signs not required for a use.

Replaced in kind on new supports any/all City of Ann Arbor signs removed for traffic control or obliterated during construction operations.

**f. Measurement and Payment.** The Engineer will pay for maintaining traffic, as described, at the contract unit prices for the following items in accordance with subsection 812.04 of the MDOT 2012 Standard Specifications for Construction and any special provisions or supplemental specifications included in the contract.

<u>Pay Item</u>	<u>Pay Unit</u>
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn.....	Each
Barricade, Type III, High Intensity, Double Sided, Lighted, Oper .....	Each
Lighted Arrow, Type C, Furn.....	Each
Lighted Arrow, Type C, Oper .....	Each
Pavt Mrkg, Longit, 6 inch or Less Width, Rem .....	Foot
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp.....	Foot
Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp .....	Foot
Plastic Drum, High Intensity, Furn .....	Each
Plastic Drum, High Intensity, Oper.....	Each
Pavt Mrkg, Wet Reflective, Type R, Tape, 6 inch, Crosswalk .....	Foot
Pavt Mrkg, Wet Reflective, Type R, Tape, 24 inch, Stop Bar .....	Foot
Sign Cover .....	Each
<b><u>Pay Item (continued)</u></b>	<b><u>Pay Unit</u></b>
Sign, Portable, Changeable Message, Furn .....	Each

Sign, Portable, Changeable Message, Oper.....	Each
Sign, Type B, Temp, Prismatic, Furn .....	Square Foot
Sign, Type B, Temp, Prismatic, Oper .....	Square Foot
Sign, Type B, Temp, Prismatic, Special, Furn.....	Square Foot
Sign, Type B, Temp, Prismatic, Special, Oper .....	Square Foot
Traf Regulator Control .....	Lump Sum
Pavt Mrkg, Wet Reflective, Type NR, Tape, 6 inch, Crosswalk.....	Foot
Detectable Warning Surface, Temp.....	Foot
Audible Message Device, Temp .....	Foot
Pedestrian Ramp, Temp.....	Foot
Pedestrian Type II Barricade, Temp .....	Foot
Pedestrian Type II Channelizer, Temp.....	Foot

The plans and applicable MDOT Maintaining Traffic Typicals are the basis for the estimated quantities of temporary traffic control devices needed to maintain traffic on this project.

Any additional signing or maintaining traffic devices required to expedite the construction shall be at the Contractor’s expense unless approved by the Engineer.

Traffic control devices not paid for separately shall be included in the payment for the pay item “Minor Traf Devices”.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**TEMPORARY DETECTABLE WARNING SURFACE**

AA:DAD

1 of 2

04/16/20

**a. Description.** This work shall consist of furnishing and installing temporary detectable warning units in compliance to the Americans with Disability Act (ADA). All work shall be in accordance with section 812 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, MDOT Special Detail R-28-J (current version), as indicated on the plans, and as modified herein.

**b. Related Documents.** Americans with Disabilities Act (ADA) Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, Section 4.29.2 Detectable Warnings on Walking Surfaces.

**c. Submittals.** Submit manufacturer's literature describing products, installation procedures and maintenance instructions. Provide temporary detectable surface applications and accessories as produced by a single manufacturer.

Samples for Verification Purposes: Submit two (2) tile samples minimum 6" x 8" of the kind proposed for use. Samples shall be properly labeled and shall contain the following information: Name of Project; Submitted by; Date of Submittal; Manufacture's Name; Catalog No.; and Date of Fabrication.

Material Test Reports: Submit current test reports from a qualified, independent, testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. The required tests listed elsewhere in this Special Provision shall be performed by a certified and qualified independent testing laboratory on a cast-in-place tactile warning system. All test reports submitted shall be certified by the testing laboratory and shall clearly state that all tests were completed within 5 years of the date of the submittal. The manufacturer shall certify in writing that the materials provided to the project are manufactured with the same materials and manufacturing procedures as those used in the materials on which the test were performed.

**d. Criteria.** The temporary detectable warning surfaces shall meet the following material properties, dimensions, and tolerances using the most current test methods:

1. Water Absorption: Not to exceed 0.35% when tested in accordance with ASTM-D570.
2. Slip Resistance: 0.80 minimum combined wet/ dry static coefficient of friction on top domes and field area, when tested in accordance with ASTM C1028.
3. Compressive Strength: 18,000 psi minimum, when tested in accordance with ASTM D695.
4. Chemical Stain Resistance: No reaction to 1% hydrochloric acid, urine, chewing gum, soap solution, motor oil, bleach, calcium chloride, when tested in accordance with ASTM D543 or D1308.
5. Wear Depth: 300 minimum, when tested in accordance with ASTM C501.

6. Flame Spread: 25 maximum, when tested in accordance with ASTM E84.

7. Gardner Impact: 50 in.-lbs. minimum, when tested in accordance with Geometry "GE" of ASTM D5420.

8. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B117 not to show any deterioration or other defects after 100 hours of exposure.

**e. Materials.** The following are acceptable products for Temporary Detectable Warning Surfaces. If at any time, the surface shows damage, it must be replaced at the Contractor's expense.

- RediMat by Detectable Warning Systems
- Self-Adhesive Truncated Domes Mats for Asphalt or Concrete by ADA Sign Depot

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

The contractor shall follow manufacturer specifications for installation.

**g. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Detectable Warning Surface, Temp .....	Square Foot

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**TEMPORARY PAVEMENT MARKINGS**

AA:DAD

1 of 1

04/16/20

**a. Description.** This work consists of furnishing, installing, and disposing of temporary symbol special pavement markings in accordance with the contract and as directed by the Engineer. Where temporary special pavement markings are required in this contract, use Type NR temporary wet reflective special markings if the markings applied during the project do not require removal during the life of the contract.

**b. Materials.**

Temporary Special Markings - Wet Reflective, Type NR, Tape. Provide Type NR temporary special markings from the Qualified Products List (subsection 922.06.A of the Standard Specifications for Construction). Apply tape in accordance with the manufacturer's instructions. The tape must remain flexible and conform to the texture of the pavement surface during use. All curved arrows, curved legends, and curved symbols must be precut or fabricated prior to placement in the field.

**c. Construction.** Install the temporary pavement markings in accordance with the Michigan Department of Transportation (MDOT) Pavement Marking Standard Plan PAVE-900 Series.

Temporary Special Markings - Wet Reflective, Type NR, Tape. Between April 15 and November 1, place Type NR wet reflective tape in accordance with the manufacturer's specifications for existing temperature and pavement conditions.

Fabricate symbols prior to placement placed in the field.

Replace Type NR wet reflective tape that fails, as directed by the Engineer. The Engineer will not pay for special markings that fail due to improper installation per the manufacturer's specifications. The Engineer will document the failure and meet with the Contractor and/or supplier to discuss reason for failure. Payment will be as determined by the Engineer. Unless documented in the Inspector's Daily Report (IDR) the Engineer will otherwise assume marking failure is a result of damage by traffic. The Engineer will pay for marking failure due to traffic or not clearly documented in an IDR at the contract unit price.

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

**Pay Item**

**Pay Unit**

Pavt Mrkg, Wet Reflective, Type NR, Tape, 6 inch, Crosswalk..... Foot

Measure **Pavt Mrkg, Wet Reflective, Type NR, Tape, 6 inch, Crosswalk** by length in place by the unit foot and pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials necessary to provide, place, and maintain the temporary pavement marking.

CITY OF ANN ARBOR  
 DETAILED SPECIFICATION  
 FOR  
**SLOPE RESTORATION**

AA:DAD

1 of 3

04/16/20

**a. Description.** This work consists of preparing all manicured lawns and slopes on non-freeway projects designated for slope restoration on the plans or by the Engineer, and applying topsoil, fertilizer, seed, and mulch blankets to those areas. Turf establishment shall be in accordance with section 816 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction and Standard Plan Series R-100, except as modified herein or otherwise directed by the Engineer.

**b. Materials.** The materials and application rates shall meet the requirements specified in subsection 816.02 and section 917 of the MDOT 2012 Standard Specifications for Construction and as specified herein unless otherwise directed by the Engineer.

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

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

Maximum weed content shall be 0.30%.

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

**c. Construction.** Construction methods shall be in accordance to subsections 816.03 and 817.03 of the MDOT 2012 Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time limitations stated in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

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

Prior to placing topsoil, grade, shape, compact and assure all areas to be seeded are weed free. Place topsoil to the minimum depth required, to meet proposed finished grade. Spread and rake topsoil to provide a uniform surface free of large clumps, rocks, brush, roots, or other



deleterious materials, as determined by the Engineer. Remove any stones greater than or equal to 1 inch in diameter. If the area designated for restoration requires more than the minimum depth of topsoil to meet finished grade, the additional depth must be filled using topsoil. Furnishing and placing this additional material is included in this item of work.

Place topsoil that is weed and weed seed free and friable prior to placing seed. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2 inch of topsoil.

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

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

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

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

If the Engineer determines weeds cover more than ten percent of the total area of slope restoration, the Contractor will provide weed control in accordance to subsection 816.03.J of the MDOT 2012 Standard Specifications for Construction.

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

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

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

**d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
Slope Restoration .....	Square Yard

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

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

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

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

The Engineer will pay for replacement restoration as additional work using applicable contract items unless replacement is for reasons attributable to the Contractor's activity(s), failure to take proper preventative measures, or in areas that do not promote growth. In such cases the replacement will be at the Contractor's own expense.

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

CITY OF ANN ARBOR

**NOTICE TO BIDDERS**

**UTILITY COORDINATION**

AA:DAD

1 of 1

04/16/20

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05.E of the 2012 MDOT Standard Specifications for Construction.

For protection of underground utilities and in conformance with Public Act 174 of 2013, the contractor shall dial 800-482-7171 or 811 a minimum of three (3) full working days, excluding Saturdays, Sundays, and holidays prior to beginning construction in areas where utilities have not been previously located. The "Miss Dig" alert system will then routinely notify members to locate and mark their facilities. This, however, does not relieve the contractor of the responsibility of notifying utility owners that may not be a part of the system.

There will be no requirement for owners of public or private utilities to move their facilities on or from within the street right-of-way if those facilities will not interfere with the proposed project work and they do not present a hazard to the public or an extraordinary hazard to the Contractor's operations.

The City will not require utilities owners to move additional poles or structures in order to facilitate the operation of construction equipment unless the Engineer determines that such poles or structures constitute a hazard to the public or are dangerous to the Contractor's operations.

Private utility owners will complete any/all necessary relocations prior to construction.

The following is a list of Private and Public Utilities that may or may not have facilities located within the Right-of-Way. This list is for informational purposes only and is not an exhaustive list of utilities located within the Right-of-Way.

**ATT** – Telecommunications/Fiber Optic  
550 South Maple Road  
Ann Arbor, MI 48103  
Contact: Jeff Lehman Sr. 734-996-5334

**City of Ann Arbor** – Water, Storm, Sanitary,  
Telecommunications/Fiber Optic  
W.R. Wheeler Service Center  
4251 Stone School Road  
Ann Arbor, MI 48108 734 794-6351

**Comcast** – Telecommunications/Fiber Optic  
27800 Franklin Road  
Southfield, MI 48034  
Contact: Ron Sutherland 313-999-8300

**DTE Energy** – Electric & Street Lighting  
8001 Haggerty Road  
Belleville, MI 48111  
Contact (Electric): Anthony Ignasiak  
734-397-4447  
Contact (Lighting): Lance Alley 734-397-4188

**DTE Energy** – Gas  
3150 E. Michigan Ave  
Ypsilanti Township, MI 48198  
Contact: Robert Czapiewski 734-544-7818

**MCI** – Telecommunications/Fiber Optic  
2800 North Glenfille Road  
Richardson, TX 75082  
Contact: Dean Boyers 972-729-6016



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

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

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

The Contractor or Grantee agrees:

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
 Date

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

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

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

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

**\$13.91 per hour**

If the employer provides health care benefits\*

**\$15.51 per hour**

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

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

## ENFORCEMENT

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

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

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

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

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



## 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 <hr/> <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





## 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](http://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](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto: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](mailto: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)	(b)	(c)	(d) DAY AND DATE							(e)	(f)	(g)	(h)	(i)	(j) DEDUCTIONS					(k)			
			Hour Type	HOURS WORKED ON PROJECT											TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY	GROSS PROJECT EARNED	GROSS WEEKLY EARNED		TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL
EMPLOYEE INFORMATION	WORK CLASSIFICATION									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
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

\_\_\_\_\_ on the \_\_\_\_\_ (Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_ (Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full \_\_\_\_\_ (Contractor or Subcontractor)

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

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 31 OF THE UNITED STATES CODE.