

PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 25-53

LIBERTY STREET CREEK RESTORATION

City of Ann Arbor
Public Services / Engineering



Due Date: December 23, 2025 by 11:00 a.m. (local time)

Issued By:

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

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION3

SECTION II: SCOPE OF WORK..... 11

SECTION III: MINIMUM INFORMATION REQUIRED 12

SECTION IV: ATTACHMENTS 18

Attachment A – Sample Standard Contract
STANDARD SPECIFICATIONS
PROJECT DETAILED SPECIFICATIONS

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Living Wage Ordinance Poster

Attachment G – Vendor Conflict of Interest Disclosure Form

Attachment H – Non-Discrimination Ordinance Declaration of
Compliance Form

Attachment I – Non-Discrimination Ordinance Poster
Sample Certified Payroll Report Template

SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm to provide construction services for the Liberty Street Creek Restoration Project.

B. BID SECURITY

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

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

C. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before December 15, 2025 at 5:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Theresa Bridges, Project Manager – tbridges@a2gov.org

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

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

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

D. PRE-PROPOSAL MEETING

A pre-proposal meeting for this project will be held on **Thursday, December 11, 2025 at 8:30 a.m. at Virginia Park** to walk the site.

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

E. PROPOSAL FORMAT

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

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

F. SELECTION CRITERIA

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

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

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

G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before December 23, 2025 by 11:00 a.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent should submit in a sealed envelope

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

Proposals submitted should be clearly marked: “**RFP No. 25-53 – LIBERTY STREET CREEK RESTORATION**” and list the bidder’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

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

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

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

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

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

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

H. DISCLOSURES

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

I. TYPE OF CONTRACT

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

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

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

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

J. NONDISCRIMINATION

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

K. WAGE REQUIREMENTS

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

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

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

Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.sam.gov.

For the purposes of this RFP the Construction Type of Heavy will apply.

L. CONFLICT OF INTEREST DISCLOSURE

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

M. COST LIABILITY

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

N. DEBARMENT

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

O. PROPOSAL PROTEST

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

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

P. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Pre-Proposal Meeting	December 11, 2025, 8:30 a.m. (Local Time)
Written Question Deadline	December 15, 2025, 5:00 p.m. (Local Time)
Addenda Published (if needed)	December 16, 2025
Proposal Due Date	Dec. 23, 2025 by 11:00 a.m. (Local Time)
Selection/Negotiations	December 29, 2025
Expected City Council Authorization	February 2, 2026*

* Pending EGLE Permit Acquisition by January 28, 2026

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

Q. IRS FORM W-9

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

R. RESERVATION OF RIGHTS

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

7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

S. IDLEFREE ORDINANCE

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

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

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

In addition, generators and other internal combustion engines are covered

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

T. ENVIRONMENTAL COMMITMENT

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

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

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

criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

U. MAJOR SUBCONTRACTORS

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

V. LIQUIDATED DAMAGES

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

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

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

SECTION II - SCOPE OF WORK

Please see the separate project plan set and the detailed specifications provided herein for more details.

Examination of Plans, Specifications, and Work Site

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

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

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

Bidders should organize Proposals into the following Sections:

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

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

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

A. Qualifications, Experience and Accountability - 20 Points

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

B. Workplace Safety – 20 Points

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

identify a designated qualified safety representative responsible for bidder's safety program who serves as a contact for safety related matters.

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

C. Workforce Development – 20 Points

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

D. Social Equity and Sustainability – 20 Points

1. A statement from the bidder as to what percentage of its workforce resides in Washtenaw County, Michigan. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders employ individuals in Washtenaw county.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.
4. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

E. Schedule of Pricing/Cost - 20 Points**UNIT PRICE BID**

ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
01000.00	General Conditions, Max. \$75,000	1	Lsum	\$	\$
01002.00	Project Clean-Up and Restoration	1	Lsum	\$	\$
01003.00	Digital Audio Visual Coverage	1	Lsum	\$	\$
01004.71	DS_Access Allowance	1	Lsum	\$	\$
01021.00	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$	\$
01022.00	Erosion Control, Silt Fence (As Needed)	500	Ft	\$	\$
01023.00	Erosion Control, Mud Mat	170	Syd	\$	\$
01024.71	DS_Erosion Control, Instream Sediment Trap	2	Ea	\$	\$
01030.00	Tree Protection Fence	2500	Ft	\$	\$
02000.01	Tree, Rem 6 In. - 12 In.	32	Ea	\$	\$
02000.02	Tree, Rem 13 In. - 19 In.	6	Ea	\$	\$
02000.03	Tree, Rem 20 In. - 29 In.	3	Ea	\$	\$
02000.04	Tree, Rem 30 In. - 39 In.	2	Ea	\$	\$
02000.05	Tree, Rem 40 In. and larger	1	Ea	\$	\$
02060.71	DS_Creek Cleanout	0.47	Sta	\$	\$
02070.71	DS_Wall Removal	60	Ft	\$	\$
03050.71	DS_Bank Stabilization, Toe Wood (Furnished by Owner)	150	Lft	\$	\$
03050.72	DS_Bank Stabilization, Toe Wood (Furnished by Contractor)	150	Lft	\$	\$
03080.71	DS_Earthwork (Incl. cutting, filling, grading, balancing, hauling, and disposal)	3.98	Sta	\$	\$
06041.71	DS_Riprap, Plain	14	Cyd	\$	\$
06044.71	DS_Instream Structure, Cross Vane	2	Ea	\$	\$
06044.72	DS_Instream Structure, Ledge Rock	65	Fft	\$	\$
06044.73	DS_Instream Structure, Constructed Riffle	7	Ea	\$	\$
06045.71	DS_Natural Stone	5	Cyd	\$	\$
10000.01	Tree, Medium, B&B	30	Ea	\$	\$
10000.02	Tree, Large, B&B	30	Ea	\$	\$
10010.71	DS_Native Plant Plugs	910	Ea	\$	\$
10040.00	Landscape Maintenance and Warranty, 1 Year	1	Lsum	\$	\$
10060.71	DS_Restoration, Side Slope Native Seed Mix (As Directed)	1100	Syd	\$	\$
10060.72	DS_Restoration, Bankfull Bench Seed Mix (As Directed)	300	Syd	\$	\$
10060.73	DS_Restoration, Native Upland Woodland Seed Mix (As Directed)	900	Syd	\$	\$

BASE BID TOTAL**\$**

F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)

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

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

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

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

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

G. ATTACHMENTS

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

PROPOSAL EVALUATION

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

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

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

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

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

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

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

PREPARATION OF PROPOSALS

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

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

ADDENDA

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

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

SECTION IV - ATTACHMENTS

Attachment A – Sample Standard Contract

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Living Wage Ordinance Poster

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Attachment I – Non-Discrimination Ordinance Poster

Sample Certified Payroll Report Template

ATTACHMENT A SAMPLE STANDARD CONTRACT

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

CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____
_____("Contractor")

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

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

ARTICLE I - Scope of Work

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

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

General Conditions
Standard Specifications
Detailed Specifications
Plans
Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means **[Insert Name of Administering Service Unit]**

Project means **[Insert Title of Bid and Bid Number]**

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: **[Insert the person's name]** whose job title is **[Insert job**

title]. If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

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

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within _____ () consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$_____ for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

ARTICLE IV - The Contract Sum

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

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

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this Contract, the Contractor and the City agree to venue in a court of

appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

ARTICLE XI – Electronic Transactions

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

[Signatures on next page]

[INSERT CONTRACTOR NAME HERE]

CITY OF ANN ARBOR

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to substance:

By: _____

Name: Jordan Roberts

Title: Public Services Area
Administrator

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____

PERFORMANCE BOND

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

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

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

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

_____, for RFP No. _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

SIGNED AND SEALED this _____ day of _____, 202__

(Name of Surety Company)

By _____

(Signature)

Its _____

(Title of Office)

(Name of Principal)

By _____

(Signature)

Its _____

(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

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

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

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

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

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

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

Section 5 - Non-Discrimination

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

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

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

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

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

Section 14 - Extension of Time

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

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

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

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

Section 15 - Claims for Extra Cost

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

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

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

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

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

Section 16 - Progress Payments

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

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

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

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

Section 17 - Deductions for Uncorrected Work

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

Section 18 - Correction of Work Before Final Payment

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

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material

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

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

Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

Section 20 - Suspension of Work

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

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

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

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

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

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

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right To Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

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

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

Section 28 - Contractor's Insurance

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

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

Required insurance policies include:

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

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

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

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

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute

with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

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

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 20____, to _____, 20____, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled _____, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

CONTRACTOR'S AFFIDAVIT

GC-18

STANDARD SPECIFICATIONS

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

Standard Specifications are available online:

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

DETAILED SPECIFICATIONS

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE AND PAYMENT

AA:TCB

1 of 3

12/02/2025

Description

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

1. The Contractor shall begin mobilizing on or before **February 16, 2026**, and only upon receipt of the fully executed Contract and Notice to Proceed. Appropriate time extensions shall be granted if the Notice to Proceed is delayed beyond this date.
2. Subject to EGLE permit restrictions, work within the stream is prohibited between March 31 and June 30, 2026, unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division. Above-ground tree removals and installation of protective fences, access route(s), and required sedimentation controls shall be fully completed before **March 31, 2026**.
3. Work along the Creek Plan Stations 6+00 to 7+50, including, but not limited to, clearing and grubbing, wall removal, creek cleanout, earthwork, instream structures and natural stone installation, plantings, and restoration, shall be substantially completed before **March 31, 2026**.
4. Work along the Creek Plan Stations 0+00 to 3+35, including, but not limited to, clearing and grubbing, creek cleanout, earthwork, instream structures and natural stone installation, plantings, and restoration, shall commence on or after **July 1, 2026** and shall be substantially completed before **August 31, 2026**.
5. The following workday, hour and other work restrictions are imposed by the City of Ann Arbor.

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

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

No work shall be performed on Holidays as follows, unless approved by the City of Ann Arbor:

- Independence Day, Friday, July 3, 2026 and Saturday, July 4, 2026
- Labor Day, Monday, September 7, 2026

City Council approval is expected on or before **February 2, 2026**. The Contractor shall not begin the work without approval from the Project Engineer, and in no case before the receipt of the Notice to Proceed.

Contractor will be furnished with the Contract before the aforementioned City Council meeting. The Contractor shall provide required Bonds and Insurance Certificate to the City within **ten (10) days** in order to expedite routing of the Contract upon City Council approval. A pre-construction

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE AND PAYMENT

AA:TCB

2 of 3

12/02/2025

meeting will be held on February 4, 2026.

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

Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel and equipment and work throughout all authorized hours to complete the project by the final completion date. Should the Contractor demonstrate that they must work on some Sundays in order to maintain the project schedule, they may do so between the hours of 9:00 a.m. and 5:00 p.m. with prior approval from the City. There will be no additional compensation due to the Contractor for work performed on Sundays.

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$1,000.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the times for each sub-phase, as required by this Detailed Specification.

Working in the Rain

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

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

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

Working in the Dark

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

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

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

The Contractor is solely responsible for repairing all damage to the work and to the site, including

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE AND PAYMENT

AA:TCB

3 of 3

12/02/2025

any adjacent properties, which are caused as a result of working in the dark.

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct Liquidated Damages from the payments due the Contractor, as stated in the contract.

Measurement and Payment

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

Costs for the Contractor to organize, coordinate, and schedule all of the work of the project, will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions, Max \$_____".

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
ACCESS ALLOWANCE

HRC: SRB

1 of 1

10/30/2025

Description

This work shall consist of providing access to the project site.

Materials

Proposed materials must be in accordance with relevant sections of the September 2025 Ann Arbor Public Services Standard Specifications, or the 2020 MDOT Standard Specifications for Construction.

Construction

All construction must be in accordance with relevant sections of the September 2025 Ann Arbor Public Services Standard Specifications, or the 2020 MDOT Standard Specifications for Construction.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Access Allowance.....	Lsum

Payment for **DS_Access Allowance – Lsum** shall be made based on a lump sum basis for all labor, materials, and equipment necessary to provide for construction access to the project site through the full duration of the project. Restoration, removal and installation of bollards, sidewalk, curbs, fencing, any additional permit fees, traffic control, additional tree removal or grading required for access shall be the contractor’s responsibility and is to be included as a part of this allowance.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
EROSION CONTROL, INSTREAM SEDIMENT TRAP

HRC: SRB

1 of 1

11/7/2025

Description

This work shall consist of the installation of an instream sediment trap in the locations provided in the plans or as directed by the Owner's Representative.

Materials

N/A

Construction

Install instream sediment traps in the locations shown in the project plans or as directed by the Owner's Representative. Install sediment traps according to the 2020 MDOT Standard Specifications for Construction and the standard detail provided in the plans.

Measurement and Payment

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

Pay Item

Pay Unit

DS_Erosion Control, Instream Sediment Trap.....Ea

Payment for **DS_Erosion Control, Instream Sediment Trap – Ea** shall be made based on an each basis, as measured by sediment trap installed in place. Payment shall include all labor, materials, and equipment necessary to construct an instream sediment trap in the locations indicated in the project Drawings or as directed by the Owner's Representative.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CREEK CLEANOUT

HRC: SRB

1 of 2

11/7/2025

Description

This work will consist of providing the labor, materials, and equipment for clearing, grubbing, and cleaning out the creek of all obstructions to flow, including obstructions, stones, concrete, vegetation, and sediment. Incidental to this item shall be selective tree protection by direction of the project engineer or the owner's representative, removing sediment and vegetation from the bottom of the creek, removing miscellaneous sand bars, and removing all debris, rocks, trees, and other obstructions within the influence of the creek that are called for removal on the plans. All obstructions removed from the creek as part of this pay item shall be removed from the site and disposed of in an appropriate manner. Creek cleanout shall include restoring the graded or excavated areas with salvaged or imported topsoil and seed. See the details and notes provided on plans.

Materials

Not applicable.

Construction

Clean debris from the creek in the locations specified on the drawings. Contractor shall remove all sediment, obstructions, stones that impede flow, concrete, and remove bottom vegetation to creek flow line. Match existing channel side slopes as necessary to stabilize and avoid sloughing in locations where grades are not specified in the plans.

Contractor shall check flow line elevations every 100 ft if applicable. Over excavation of 0.3 ft. or greater will be filled with Type F-7A stone to the proposed flow line as an incidental cost to the Contractor. Contractor shall remove all sediment from existing culverts within the limits of the Creek Cleanout area, and remove bottom vegetation to creek flow line.

Remove sparse trees and brush as defined as individual trees, brush, etc. less than 25 lineal feet of creek length. Underpin adjacent structures, which may be damaged by excavation work, including bridges, utilities, and pipe chases. Notify the Engineer of unexpected subsurface conditions and discontinue affected work in the area until notified to resume work. Correct unauthorized excavation at no extra cost to Owner. Seed excavated areas daily. Match existing side slopes in reaches identified in channel cleanout. Excavated material is to be hauled away.

Measurement and Payment

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

Pay Item

Pay Unit

DS_Creek Cleanout.....Sta

Payment for **DS_Creek Cleanout – Sta** shall be made based on a payment per station of work done, as measured by each foot along the centerline of the creek. Payment shall include all labor,

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CREEK CLEANOUT

HRC: SRB

2 of 2

11/7/2025

materials, and equipment necessary to remove and dispose of all obstructions, stones, concrete, vegetation, sediment and additional material as directed by the engineer or owner's representative or as shown on the plans.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
WALL REMOVAL

HRC: SRB

1 of 1

10/29/2025

Description

This work shall consist of the removal of structures and materials in locations indicated in the plans, salvaging or disposing of removed materials, and backfilling the resulting excavated sites.

Materials

N/A

Construction

Remove structures entirely or to the limits as shown in the project drawings, or indicated by the Owner's Representative, including attached parts and connections. Do not damage any remaining portions of existing structures, if any.

Do not use explosives unless the Owner provides written permission. The Owner's written permission does not relieve the Contractor of liability or responsibility for damages resulting from the use of explosives.

Assume ownership of removed materials. Without causing damage, remove materials salvaged for use by the Owner or others and store outside the construction limits in a location and manner approved by the Owner. Dispose of materials not incorporated into the new work in accordance with Ann Arbor general specifications.

Backfill excavated sites or holes resulting from removals with sound earth.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Wall Removal	Ft

Payment for **DS_Wall Removal – Ft** shall be made based on a linear foot basis, as measured by distance along the face of the wall to be removed. Payment shall include all labor, materials, and equipment necessary to remove, dispose of, and backfill the voids left from removal at the locations indicated in the project Drawings.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
BANK STABILIZATION, TOE WOOD

HRC: SRB

1 of 7

11/4/2025

Description

This work shall consist of furnishing all labor, tools, equipment, and materials to construct a specific type of stream, riverbed, and bank stabilization method as defined by natural channel design methodologies developed by Dr. Dave Rosgen PhD and described below. A natural channel design methodology is a technique that utilizes natural and man-made materials, live plants and plant parts in special arrangements to achieve stability. This system of materials, fabrics and live rooting plants reinforce the stream/river, bed and banks from erosion. The specific method specified in this section is for Toe Wood Bank Stabilization.

The work related to this section shall include:

- Slope and soil preparation.
- Channel bed preparation and placement of natural aggregates (gravel, cobblestone boulders and/or ledge or shelf rock) to create riffles, runs, pools and glide structures.
- Bank protection by placing Root wads, logs, branches, brush and gravel and other soils.
- Engineered backfill, soil amendments, and irrigation considerations.
- Soil bioengineering practices that use brush plantings include: live stakes, joint plantings, fascines (and pole drains), brush layering, branch packing, brush mattresses, willow posts, live slope grating, live siltation, and vegetated reinforced soil slopes.
- Mulching and/or erosion or geotechnical control blankets.

Materials

In many cases, Toe Wood bank stabilization will utilize on-site locally available materials (dead logs, existing river gravel, root wads from trees to be cleared on-site, etc.). These items and their locations will be identified on the plans or in the proposal and instructions to bidders.

If insufficient materials are available on-site, it is the contractor's responsibility to purchase or obtain sufficient materials from other off-site locations or commercial sources to complete the specified work.

Storage: Store Toe Wood bank stabilization materials as close to the location on-site as possible so as to reduce the time the bed and banks are exposed to erosion.

On high-energy streams and rivers that are prone to high flooding events, the contractor shall only construct a limited amount of work he/she can successfully complete that day to ensure that the bed and banks remain stable should a significant flood event occur during construction or prior to the bed and/or banks becoming stable.

STREAM BED MATERIALS

Bedding material shall be natural coarse sand, gravel, and cobblestone materials that meet the sieve specification for mixture content.

Boulders shall be naturally rounded and of the sizes as specified on the plans or in the details.

BANK MATERIALS

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
BANK STABILIZATION, TOE WOOD

HRC: SRB

2 of 7

11/4/2025

The sizes and types of materials for wood bank stabilization construction shall be called out on the plans and in the details. The sizes and/or dimensions of the materials, diameters of rock, cobblestone, log diameters, etc., will be called out on the plans and in the details.

Logs, root wads, brush, and generally any woody materials used in toe wood bank stabilization construction shall be composed of hardwood species. These species include, but are not limited to, oak, hard maple, ash, hickory, and similar hardwood species. Softwood species such as cottonwood, American elm, basswood, soft maples, pines, and spruce should be avoided.

Tree Stumps shall be tree trunks a minimum of ten (10) feet in length and approximately 24 inches in diameter with the root ball and a few major branches remaining attached.

Whole trees shall be an entire tree of between 30 and 45 feet in length with the root ball and all major and most minor branches remaining attached. Trunk diameter should be approximately 24 inches in size.

Logs and rootwads/root-balls should be from deciduous trees with a slow decay rate such as ash, oak, black walnut, or maple. Coniferous trees are preferred where they exist naturally. Filler material consists of tops, branches, small logs, libs, and brush. Wood species shall be approved by the Engineer. No rotting logs or softwood materials prone to decay shall be allowed. All temporary ballast materials used during toe wood structure shall be incidental to installation.

Boulders shall be naturally rounded and of the sizes as specified on the plans or in the details.

SEEDING AND PLANT MATERIALS

Seeding is specified in the detailed specification for native seeding and planting.

Plant materials are specified on the project plans or in the detailed specification for native seeding and planting.

SILLS

Composed of natural ledge rock, recycled concrete, or logs of a diameter of not less than 12" and installed perpendicular to the flow of the stream. Recycled concrete, if available, can be used under natural rock materials where the sills may be exposed to view.

FASTENERS

Hardwood Stakes – use 2" x 2" x 36" hardwood stakes with a 3"-4" nail near the top of the stake if necessary to hold fabrics or netting.

Rebar – Securely stake the features in place as specified on the plans and details. Generally, No. 4 bar is recommended for riverbed and bank stabilization requirements.

Rope – Use 3/8-inch diameter natural manila rope. If the Plans call for synthetic rope, then use 3/8-inch diameter, marine-grade, double-braid nylon rope.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
BANK STABILIZATION, TOE WOOD

HRC: SRB

3 of 7

11/4/2025

Duckbill Anchors – These anchors work like a toggle bolt when rotated in undisturbed soil (Figure 1). Use an appropriate diameter and length drive bar per the specified anchoring depth and the manufacturer's recommendations. Unless otherwise specified on the Plans, use Duckbill anchor model #88 or approved equal, ½ inch diameter galvanized or stainless steel cable, and two cable clamps per connection. Use thimble eyes for loops.

Anchor Capacity and Driving the Anchor

DUCKBILL MODEL #	RATED CAPACITY	DRIVE ROD DIAMETER	NORMAL DEPTH OF INSTALLATION
40	300 lbs.	¼"	20"
68	1,100 lbs.	½"	2 ½'
88	3,000 lbs.	¾"	3 ½'
138	5,000 lbs.	1'	5'

Construction

The Contractor or Subcontractor shall have a minimum 2 years of experience constructing stream bed and bank features and specifically Toe Wood structures. Contractor must submit proof of qualifications to the Engineer at least 7 days prior to the start of installation of these items. This may also be a qualification at time of bidding.

Prior to beginning any work on the construction of stream/riverbed or bank stabilization features the contractor shall install and maintain a stationing system and grade controls. The contractor shall continuously reference these controls to ensure that the features are built to the plan, profile and dimensions as depicted on the drawings. Should any inconsistency or contradictory information be discovered the contractor shall notify the Owner's representative before beginning or continuing construction.

The following information shall be submitted to the Engineer or Owner:

- Manufacturer's certification of soil amendments (with recommended application rates) if required.
- Manufacturer's certification of rooting compound (with recommended application rates) if required.
- Samples or photographs and manufacturer's information of all bulk materials specified.
- Nursery certifications for planting materials (live stakes and seed mixes).
- Samples and manufacturer's information for all man-made products (erosion blankets, geotextiles products or other fabrics).
- Source of all vegetation suppliers (nurseries) and seed certificates from vendors showing mixture rates, percentages and specific species contain in the mix.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
BANK STABILIZATION, TOE WOOD

HRC: SRB

4 of 7

11/4/2025

Work notifications: Notify the Engineer at least 7 working days prior to the start of commencing operations.

All Toe Wood bank work shall be coordinated with related sections so that this work is integrated with construction sequencing. Protect existing utilities, paving and other facilities from damage caused by construction or planting operations.

Perform live staking work only after acceptance of final grading, installation of bank features including toe wood structures, VRSS bank systems, J-hook and/or cross vane structures and erosion control materials (such as coir rolls, stone, Bio-D Blocks, erosion control blankets, cellular confinement), soil amendment installation, seeding and all work affecting ground surface has been completed.

Restrict access to restored areas until plants are established. Erect signs and barriers as required.

Provide watering equipment as required until accepted by owner or the owner's representative.

In most cases, Toe Wood bank stabilization work must conform to the stipulations as documented in the owner's governmental environmental permits. The contractor shall receive a copy of these permits and must post them on the work site as required. The contractor shall conduct all construction operations as stipulated or mandated in those permits. Restrictions on access and seasonal work restrictions must be observed.

Examine finish surfaces, grades, sediment control material installations, planting medium quality and depth. Do not start toe wood bank stabilization work until unsatisfactory conditions are corrected. The Contractor shall contact the Owner's representative at least 7 business days prior to commencement of construction.

The contractor shall have sufficient materials and equipment readily available on-site to complete each stream bed and/or bank feature. Do not begin work until adequate and sufficient materials are available. Secure materials in locations near where they shall be installed. Often, stream bed and bank work is conducted in actively flowing streams and rivers.

Existing trees are to be protected with orange construction fencing installed as indicated on the Plans and marked in the field. Construction fencing shall be installed around the drip line before construction begins and shall be maintained by the Contractor. For trees immediately adjacent to the construction areas, protect the bole by placing several 2x4s vertically around the trunk and wrapping them with construction fencing.

Prior to beginning work on the construction of the Toe Wood bed stabilization features, the contractor shall install and maintain a stationing system and grade controls. The contractor shall continuously reference these controls to ensure that the features are built to the plan, profile and dimensions as depicted on the drawings. Should any inconsistency is discovered the contractor shall notify the Owner's representative before continuing construction.

All geotechnical fabrics shall be placed at locations and elevations that, when backfilled with

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
BANK STABILIZATION, TOE WOOD

HRC: SRB

5 of 7

11/4/2025

organic soil and planted, will create a stable streambank. Live stakes and longer cuttings must be inserted into the openings or joints between the materials in a stone revetment. Alternatively, the live stakes can be tamped into the ground during the installation of the revetment.

Ensure all stream/riverbed work is completed. Work relating to riverbanks may be done simultaneously with stream/riverbed work when working in wet or flowing stream/river conditions.

Stake or identify the locations of all stream/riverbank locations as indicated on the contract drawings. Obtain approval from the Owner's representative prior to construction.

Install wood toe protection according to the Rosgen – The Toe Wood Structure method, as described below and as shown in the details of the Project Plans.

- A. Reshape channel, if required, prior to any woody material placement.
- B. Cut and remove trees and shrubs designated for removal, leaving the rootwad in place. Cut trees so that at least 8' of tree trunk is attached to the rootwad. Protect existing trees marked for preservation.
- C. Divert flow from the bank where the Toe Wood structures are proposed.
- D. Pre-dig channel bed for Toe Wood.
- E. Place footer logs (foundation) Angles for foundation logs: 15 – 25
- F. Place root wad logs cantilevered over foundation logs.
- G. Place filler material (e.g., small logs, limbs, treetops, and brush) parallel to root wads
- H. Add a temporary counterweight to submerge logs
- I. Place and compact by washing in backfill that was used as diversion material.
- J. Place native seed mix type, as specified on the plans, and cover with biodegradable Rolled Erosion Control Products, also as specified.
- K. Install live stakes into the top and sides of the Toe Wood.
- L. Remove any excessive materials and create a pool feature if specified on the plans.

Proper maintenance shall be performed to establish plantings adequately during the warranty period. Maintenance of wood cuttings shall consist of pruning, cultivating, weeding, watering, and to furnish and apply such sprays as necessary to keep the planting free of insects and diseases.

Perform site cleaning during the installation of the work and upon its completion. Remove from the site all excess materials, debris, and equipment. Repair any damage to existing conditions resulting from activities related to construction operations.

The contractor shall guarantee all plant materials and seeding mixtures to be true to botanical name, specified size, and in vigorous condition during and at the end of a period of two years from the date of Provisional Acceptance. All bank protection and erosion control materials shall be as specified. Any changes in stabilization materials or planting and seeding mixtures shall be prohibited without prior approval.

Measurement and Payment

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

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
BANK STABILIZATION, TOE WOOD

HRC: SRB

6 of 7

11/4/2025

Pay Item

Pay Unit

DS_Bank Stabilization, Toe Wood (Woody Material
Furnished by Owner) Lft

DS_Bank Stabilization, Toe Wood (Woody Material
Furnished by Contractor) Lft

The unit price bid for the item **DS_Bank Stabilization, Toe Wood (Woody Material Furnished by __) – Lft** shall be for all labor, material, and equipment necessary to construct toe wood streambank stabilization structures at the locations and to the limits indicated in the project plans and constructed in accordance with these specifications and the details given in the project plans. Payment shall be made based on the actual length of the Toe Wood structure constructed in place, as measured along the outer perimeter of the structure. The lineal measurement of length will not include vertical variations in grade. All costs associated with the removal and disposal of existing earth/sediment necessary to construct the Toe Wood streambank stabilization as shown in the Project Plans shall also be considered incidental to the unit price bid and will not be paid for separately. The furnishing and placement of sod mats, and soils necessary for toewood structure shall also be considered incidental and not paid for separately. It is the Contractor's responsibility to review the site, the Drawings, and these specifications in order to make their own determination as to the woody material quantity requirements for the proposed toe wood construction. The off site disposal of any surplus or unsuitable woody material shall be considered incidental to the unit price bid for **DS_Bank Stabilization, Toe Wood (Woody Material Furnished by __) - Lft**, and will not be paid for separately.

The unit price bid for the item **DS_Bank Stabilization, Toe Wood (Woody Material Furnished by Owner) – Lft** shall be for toe wood structures constructed by the Contractor when the required woody material is furnished by the Owner. The proposed scope of work also includes the removal of existing trees on site within the limits of construction. These trees scheduled for removal (regardless of whether by Contractor or Others) are to be removed in such a way that they can be used in the proposed toe wood construction. As such, it is the Owner's intent and expectation that most (if not all) of the woody material required for the proposed toe wood construction will be sourced from on site. However, it is the Contractor's responsibility to review the site, the Drawings, and these specifications to make their own determination as to the woody material requirements for the proposed toe wood construction. The off site disposal of any surplus or unsuitable woody material shall be considered incidental to the unit price bid for tree removal, site clearing, and/or earthwork items, and will not be paid for separately. The Contractor is also responsible for selecting material from the park that meets the requirements of this specification, the Special Provision for Woody Material, and the details given in the project plans.

The unit price bid for the item **DS_Bank Stabilization, Toe Wood (Woody Material Furnished by Contractor) – Lft** shall be for toe wood structures constructed by the Contractor when the required woody material is furnished by the Contractor. In the event that the Owner cannot furnish all or some of the woody material required for the proposed toe wood structure construction, the Contractor is required to furnish suitable woody material. The Contractor is also responsible for

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
BANK STABILIZATION, TOE WOOD

HRC: SRB

7 of 7

11/4/2025

furnishing woody material that meets the requirements of this specification, the Special Provision for Woody Material, and the details given in the project plans.

Existing trees, within the project limits, marked for removal, shall be harvested in a manner allowing them to be used in the proposed toe wood construction. All labor, material, and equipment necessary to remove the entire tree (root ball, main roots, trunk(s), limbs, branches, leaves, etc.) shall be considered incidental to the unit price bid for **Tree, Rem __ inch to __ inch – Ea**; all labor, material, and equipment necessary to transport the resulting woody material from the tree's existing location, to the location of the proposed toe wood work, and utilizing the woody material into the toe wood structure, shall be considered incidental to the unit price bid for **DS_Bank Stabilization, Toe Wood (Woody Material Furnished by Owner) – Lft.**

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
EARTHWORK

HRC: SRB

1 of 5

11/7/2025

Description

This work shall consist of all earthwork that is required to establish the profiles and construct the instream pools as shown in the plans.

Incidental to this work shall be developing and presenting a plan for controlling the flow of the stream/drain waters such that the proposed work can be performed in dry conditions, and simultaneously maintain water flows and passage of aquatic life. Upon approval of the plan by the Engineer, the work shall also consist of furnishing and installing all necessary labor, materials, and equipment required to establish and maintain the approved plan until all contract work has been completed, as determined by the Engineer. The work shall also consist of the removal of any and all materials and equipment used for the flow control, and the restoration of any and all areas disturbed and/or damaged as a result of the flow control work.

Materials

All material necessary to complete any backfill to establish the desired grades shall be taken from earthwork done elsewhere on the project site. Any additional fill material that may be required, if applicable, shall be supplied by the contractor. All fill material shall be free from large or frozen lumps, concrete rubble, blue clay, sod, wood, debris, and other extraneous materials. The owner shall have the right to reject any backfill material.

The materials for flow control shall meet the requirements of applicable sections of Division 9 of the 2020 MDOT Standard Specifications for Construction, or equals as approved by the Engineer.

Construction

All excavation and backfilling shall be performed that is necessary to complete the work under this Contract. Excavation shall include the loosening, loading, removing, transporting, stockpiling, and disposing of all materials of every sort, necessary to be removed for purposes of construction; the furnishing, placing, and maintaining of all sheeting, bracing, and timbering; the care of existing roads, existing structures, utilities; and all incidental and collateral work necessary to complete the entire work as specified and as shown on the Drawings.

Backfilling shall include the filling of the excavated and void spaces around and over the outside of completed structures and pipes. It is also the intention of these specifications to provide that backfill shall be so compacted that no appreciable subsequent settlement will occur, and so that sidewalks, driveways, roads and berms may be placed or replaced shortly after completion of backfilling.

The Contractor will be held to have compared the conditions of the site where work is to be performed with the drawings and specifications and to have satisfied himself as to the conditions of the site, existing conditions, and any other conditions affecting the carrying out of the work, before delivery of his proposal. It is expressly understood that he will obtain first hand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect his work.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
EARTHWORK

HRC: SRB

2 of 5

11/7/2025

The Contractor shall draw his own conclusions as to soil and/or rock conditions to be encountered, and he shall complete the work under any job or field condition that was present and/or ascertainable prior to bidding.

He shall also complete the work under whatever conditions he may create by his own sequence of construction, construction methods, or other condition he may create at no additional cost to the Owner.

The Contractor shall be responsible for evaluating the compatibility of his construction methods with the Plans, Specifications and Soil Information provided by the Owner for bidding purposes.

No allowance or extra consideration on behalf of the Contractor will subsequently be allowed by reason of error or oversight on the part of the Contractor.

This contractor shall grade all areas within his work area and provide slopes, shoulders, berms, and level surfaces defined according to existing and established grades.

Care shall be taken to retain, at all times, normal flow of drainage water on the property and all present above ground and underground utilities.

All work shall be done in a thorough and workmanlike manner and in conformance with accepted good practices and all requirements of local, state, and federal authorities having jurisdiction.

The Contractor shall make all excavation necessary for the construction of all work called for by the drawings or specified herein.

Excavations shall be made to the line and grade shown on the drawings including removal of unsuitable soils from under structures or roads, or as required to meet MIOSHA regulations. Side slopes of unbraced excavations shall be such as to prevent slides which might injure the work. The Contractor shall conduct his excavation and other operations in such a manner as to ensure that the bed for footings and foundations remains free from rutting, trampling, or other undue disturbance. The beds for footings and foundations shall be true to grade and free of all loose material before any concrete is put in place. All unauthorized excavation below grade of any structure shall be backfilled with concrete to the proper grade at the Contractor's expense. The Contractor shall make all necessary fills to bring grade to finished grade shown on the drawings. Fills and cuts shall be graded to a uniform, smooth, and even grade to grades as shown on the Drawings to meet Owner's approval. Existing underground utilities that are to remain in place shall be protected and any damage caused by excavating shall be made good.

Control the grading in the vicinity of excavated areas so that the surface of the ground will be properly sloped to prevent water from running into the excavated areas. Such areas shall be kept reasonably dry at all times. Accumulated water in the excavated areas shall be removed by pumping.

Broken concrete or rubbish unsuitable for backfill shall be disposed of by the Contractor. Borrow material shall be graded in such a way that surface water will continue to drain in a manner similar to the drainage patterns present before filling occurred. Broken concrete and rubbish shall be

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
EARTHWORK

HRC: SRB

3 of 5

11/7/2025

disposed of off-site.

Whenever the excavation is carried beyond the lines and grades established by the drawings or as approved by the Owner, the Contractor shall, at his own expense, fill all such excavated space with an approved material and in such a manner as to meet the approval of the Owner.

Unauthorized excavation beneath structures shall be filled with plain concrete, or flowable fill as determined by the Owner.

The subgrade for all structures shall be prepared so as to have as near as practicable a uniform density throughout the entire area. The subgrade shall be compacted to 95% maximum density at optimum moisture content as specified in AASHTO 180 or by Michigan Cone density, whichever is greater, by rolling or by other approved methods. After being prepared, the subgrade shall be maintained until concrete has been placed thereon.

If, through neglect or delay on the part of the Contractor, the earth at subgrade elevation becomes unsuitable for the support of the work to be constructed thereon, the Contractor shall excavate down to solid earth, and shall backfill to the required subgrade elevation with plain concrete, compacted sand, or other suitable material as required to meet the Owner's approval. Unstable subgrade soil under all concrete foundations shall be replaced with plain concrete.

All subgrades shall be approved by the Engineer before proceeding with backfilling and compaction, landscaping, or other construction work.

Subgrades shall be level and clean of all loose rock, dirt, and debris and free of standing water prior to placing concrete.

All slopes shall be cut and maintained to the proper degree required for stability. Sheeting and bracing shall be placed and maintained as indicated and/or whenever required for safety to men and the work. The degree of slope for all excavations shall be fixed by the Contractor, and shall comply with all State and Federal safety requirements.

The Contractor shall provide, install, and maintain all shoring, sheet piling, and bracing required to maintain banks of excavations and other construction, and assume full responsibility for same. The design of all shoring systems shall be performed by an Engineer registered in the State of Michigan utilizing loading diagrams as provided in Section 1900 of the Specifications. The shoring system design computations shall be sealed by the Engineer who prepared them and forwarded to the Owner for review.

Sheeting, bracing and timbering shall be so placed as to allow the work to be constructed to the lines and grades shown on the drawings.

Size and placing of members shall be subject to review by the Owner but the design of members and safety of the excavation shall be the responsibility of the Contractor.

Exact areas to be sheet piled and final weight of sheet piling shall be determined by the Contractor unless otherwise indicated for permanent sheet piling. Actual quantity and location of all sheet piling required for this project shall be determined by the Contractor.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
EARTHWORK

HRC: SRB

4 of 5

11/7/2025

The Contractor shall select hammer or hammers to be used on sheet piling based on length, weight, type of pile, and depth of penetration and submit data on the hammer selected to the Owner for review. Double acting hammers may be used on sheet piling.

Approximate weight of hammer shall be 2 1/2 times the weight of a sheet of piling to be driven.

Sheet piling shall be driven to depths and lengths required by the Contractor unless otherwise indicated for permanent sheet piling. Level measurements, utilizing previously specified bench marks, shall also be made at existing structures, in the presence of the Owner's designated representative, during all driving of sheet piling to record any change in the level of present structures or utilities caused by the Contractor's Operations.

Permanent sheet piling where indicated on the drawings shall be of weight, area and depth shown on the drawings and shall remain in place.

Temporary sheet piling may not be withdrawn from any area until concrete within the zone influenced by vibrations set up by withdrawal operations has attained its 28-day design strength.

If the sheeting and bracing cannot be removed without detriment to the finished structure or existing structures, then the sheeting and bracing shall be left in place temporarily or permanently as the Owner shall approve. Sheeting and bracing left in place permanently shall be cut off at the required level so as not to interfere with subsequent construction. The cost of materials left in place less the eliminated expense of removal work shall be paid as an extra. No extra payment shall be allowed for the cost of placing the material.

All bracing used shall be so arranged as to place no stress on any portion of the completed work until such work shall have developed sufficient strength, as determined by the Owner. Any damage to any structures occurring through settlements, water or earth pressure, slides, cave ins, or other causes shall be repaired by the Contractor at his own expense.

All materials used for earth bracing or support shall be structurally sound, uniform in quality, and adequate in size and strength for the use intended.

Construction for flow control shall be in accordance with applicable sections of the 2020 MDOT Standard Specifications for Construction, or equal as approved by the Engineer.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Earthwork (Incl. cutting, filling, grading, balancing, hauling, and disposal).....	Sta

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
EARTHWORK

HRC: SRB

5 of 5

11/7/2025

Payment for **DS_Earthwork (Incl. cutting, filling, grading, balancing, hauling, and disposal) – Sta** shall be payment in full for all labor, material, and equipment required to perform excavation and cleanout work as called for in the project plans. This work shall include cutting, grading, and compacting earth to the proposed cross sections given in the project plans, and the offsite disposal of any surplus earth materials. Payment will be made based on the lineal foot of creek that is constructed, as measured along the centerline of the creek. The removal and disposal of existing brush, groundcover vegetation, and trees less than 6 inch in diameter located within the limits of creek excavation work shall be considered incidental to this unit price bid, and will not be paid for separately. The estimated items and quantities for Earthwork is provided on the project plans as a reference for the Contractor, who is responsible for reviewing the remainder of these project specifications, reviewing the project plans, and visiting the site in order to make their own estimation of items and quantities required to complete the proposed work.

The construction of instream pools at the locations and to the dimensions indicated in the project plans shall also be considered incidental to the unit price bid for the item **DS_Earthwork (Incl. cutting, filling, grading, balancing, hauling, and disposal) – Sta**, and will not be paid for separately.

Flow control including all labor, material, and equipment costs associated with developing a plan for the control of stream/drain/creek waters for a duration necessary to complete affected contract work; changes/revisions to the plan necessary to receive Engineer's approval; implementing the approved plan and maintaining it for a duration necessary to complete affected contract work (as determined by the Engineer); the removal of all materials and equipment utilized to implement the plan; and the restoration/repair of all areas disturbed and/or damaged as a result of the flow control plan and work shall also be considered incidental to the unit price bid for the item **DS_Earthwork (Incl. cutting, filling, grading, balancing, hauling, and disposal) – Sta**, and will not be paid for separately.

The following estimated items and quantities are included here as a reference for the Contractor, who is responsible for reviewing the remainder of these project specifications, reviewing the project plans, and visiting the site, to make their own estimation of items and quantities required to complete the proposed work.

Excavation, Earth	15,000 Cubic Feet
Fill, Sound Earth.....	800 Cubic Feet

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
RIPRAP

HRC: SRB

1 of 1

9/28/2025

Description

This work shall consist of providing and installing riprap of the sizes and in the locations provided in the plans.

Materials

Proposed materials shall be in accordance with the project plans and Section 916 of the 2020 MDOT Standard Specifications for Construction. Material must be natural stone. Use of crushed concrete will not be permitted.

Construction

Install riprap in the locations shown in the project plans. Install riprap according to the 2020 MDOT Standard Specifications for Construction.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Riprap.....	Syd

Payment for **DS_Riprap – Syd** shall be payment in full for all labor, materials, and equipment required to construct riprap slope protection at the locations and to the limits indicated in the project plans. Unless otherwise indicated, all materials, construction, measurement, and payment shall be in accordance with Section 813 of the 2020 MDOT Standard Specifications for Construction. The removal and disposal of any earth required to construct the proposed riprap shall be considered incidental to the unit price bid and will not be paid for separately.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
INSTREAM STRUCTURE, CROSS VANE

HRC: SRB

1 of 3

11/4/2025

Description

This work shall consist of providing all necessary materials, labor, and equipment required for constructing in-stream rock vane structures.

Materials

The vane and footer rocks shall consist of angular, flat, or cubed rock. Footer rocks should generally be longer and flatter. Rock should be obtained that is similar in color and texture to native rock in the project area. Rock should be of sufficient hardness to resist weathering and shall be free of cracks and other blemishes. Porous rock such as limestones and soft rock such as shales are not allowed. Some amount of large native rock or concrete debris present on the site may be used if pre-approved by the Engineer. Onsite concrete slabs may be used for the bottom (third) layer of footer rocks only. The rock shall have the following performance characteristics:

Absorption: Not more than 3%

Bulk Specific Gravity (ASTM C-127): 2.6

Minimum dry unit rock weight: 165 lb/ft³

Logs and rootwads should be from deciduous trees with a slow decay rate such as ash, oak, black walnut, or maple. Coniferous trees are preferred where they exist naturally. The side branches shall be removed. Where the trunk forks, the straighter, thicker trunk shall be kept and the other shall be cut within a foot of the fork. The bole of the rootwad should be cut to the appropriate length at an angle so as to allow the equipment to push the end of the bole into the bank. All branches and unused woody material shall be chipped or removed from the site as incidental to this line item.

Construction

All vane structures shall be constructed in accordance with the Project Drawings, Standard Details, and these specifications. The location of vane structures along the river is critical to their success and, therefore, the preliminary layout and all adjustments to the structures shall be reviewed by the Engineer prior to installation. Some adjustments to the hook or vane arm are common during the installation. Upon completion of the specified structure, the Contractor shall remove all unsuitable and surplus wood and rock from the site.

For J-Hook Vanes

J-Hook Vanes are re-directive structures installed near the upstream portion of a river bend to reduce nearbank shear stress and promote streambank re-vegetation. Their appearance is similar to a 'J' or fish hook when looking in a downstream direction. The vane arm angles upward in the downstream direction and ties into the outside bank of the bend.

The bed of the channel shall be excavated so that footer rocks are firmly keyed into the streambed. A second layer of van hook footer rocks may be required in sandy bed materials. The top of the hook footers shall meet the bed elevation of the existing channel or as shown on

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
INSTREAM STRUCTURE, CROSS VANE

HRC: SRB

2 of 3

11/4/2025

the Project Drawings. Footer rocks shall tightly adjoin each other so that flow is not allowed through. The upstream face of the footer rocks shall be lined with geotextile fabric before backfilling to prevent piping. The upstream side of the footers shall be backfilled with clay, if locally available. The geotextile shall be installed so that it is not visible from above following construction.

Rock vane arms shall be constructed so that the adjoining rocks taper from the bankfull elevation down to the bed elevation in an upstream direction at a slope of 3% to 7% (preferably 3-5%). Vane arm rocks shall adjoin each other in a tight, continuous, smooth surface.

The upstream end of the rock vane arm shall angle out from the streambank at a 20-25o angle.

If a rootwad is specified, cut the bole (trunk) at the appropriate length and re-locate to the area indicated. Excavate the streambank at the key-in point. The rootwad shall be buried at least 6-8 ft into the bank with the bole pointing down into the bank at a 20 ° angle. The rootwad should be rotated such that most of the roots are pointing downward and not protruding upwards. The top of the rootwad shall be approximately 1 ft below the bankfull elevation.

If a log vane arm is specified, then it shall be buried 6-8 ft deep into the riverbed at the upstream end and keyed into the bank at the downstream end approximately 1 ft below the top of bank. Duckbill anchors shall be installed 5-6 ft deep at a 45 ° angle down into the bank at two locations as shown on the Drawings with a reusable ¾" diameter driving rod. There may be installation problems near roots, hard clay or rocky soils. Use the driving rod with a come-along, winch, or heavy equipment to pull back on the cable to rotate the anchor body perpendicular to the cable, thereby setting and testing the anchor. Remove the bark from around log where cable is to be attached and notch lightly, staples can be used in addition to two cable clamps. Once the log vane arm is positioned and anchored, push several large woody material pieces (small logs and branches) down so they are pinned under the log vane arm. Remove the bark from the bankward side of the log, fold over the top edge of woven geotextile fabric by 4-6", and nail both layers to the bankward side of the log so that it will not be visible once it is backfilled. Lay the geotextile fabric in a 'U-shaped' trough between the log and riverbank and trim as necessary.

The vane hook should be one-third of the channel width. The vane hook shall be constructed on the footer rocks and stepped (shingled) upstream approximately 6" to promote stability. The vane rocks should be placed so they mostly fall on the joints of the footer rocks. Space the top vane hook rocks 6-8" apart to promote turbulent flows between the rocks.

A pool shall be excavated downstream of the vane hook as indicated on the Drawings. The bank-side of the vane arm shall be backfilled with the excavated pool material to an elevation 2-3 inches below the vane arm surface and then seeded as indicated in the Drawings.

For Cross Vanes

Cross vanes are constructed similar to J-Hook Vanes except that a second arm is constructed along the opposite side of the stream. Cross vanes are installed at the downstream portion of a bend to reduce the potential for chute cutoffs. Their appearance is similar to an extended 'U' when looking in a downstream direction. The angle of each vane arm should be 15-20° from the

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
INSTREAM STRUCTURE, CROSS VANE

HRC: SRB

3 of 3

11/4/2025

bank, but may be different from each other as shown on the Project Drawings or as directed by the Engineer in the field.

Measurement and Payment

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

Pay Item

Pay Unit

DS_Instream Structure, Cross Vane.....Ea

Payment for **DS_Instream Structure, Cross Vane – Ea** shall be made based on an each basis, as measured by each cross vane furnished and installed in place. This item shall include payment in full for all labor, materials, and equipment required to construct a stone cross vane structure, at the locations and to the limits indicated in the project plans, and in accordance with the detail(s) given in the project plans. Payment will be made based on each cross vane constructed in place. All earth excavation, earth shaping, and disposal of surplus earth material/spoils required to construct the proposed stone cross vane as shown in the project plans shall be considered incidental to the unit price bid and will not be paid for separately.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
INSTREAM STRUCTURE, LEDGE ROCK

HRC: SRB

1 of 1

10/13/2025

Description

This work shall consist of procuring and installing ledge rock in the locations provided in the plans.

Materials

Where ledge rock is specified, it shall consist of Canadian 'Desert Ledge', in mocha color, or approved equal, which meets the following specifications:

Unconfined compressive strength (ASTM D-2938): Greater than 20,000 psi.
Absorption (ASTM C-127): Not more than 0.7%
Bulk Specific Gravity (ASTM C-127): 2.8
Minimum dry unit rock weight: 175 lb/ft³

Construction

Existing earth shall be removed to the lateral and vertical limits necessary to construct ledge rock structures in accordance with the lines and grades given in the project plans.

The ledge stone shall be placed as shown in the details given in the project plans.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Instream Structure, Ledge Rock.	Fft

Payment for **DS_Instream Structure, Ledge Rock – Fft** shall be made based on a face-foot basis, as measured by the length and width of each ledge rock installed in place. Payment shall include all labor, materials, and equipment necessary to furnish and install the ledge rock within the limits and grades given in the project plans.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
INSTEAM STRUCTURE, CONSTRUCTED RIFFLE

HRC: SRB

1 of 2

11/7/2025

Description

This work shall consist of constructing a stone riffle structure at the locations and to the limits indicated in the project plans.

All work shall be in accordance with the 2020 MDOT Standard Specification for Construction, unless otherwise indicated in these project specifications and the project plans.

Materials

Stone required for construction shall be natural stone (crushed stone will not be permitted, except for fill material), and shall meet the following size requirements:

Size Range	Material	Approx. Proportion of Riffle Structure Volume
18"-24" Dia.	Natural Fieldstone	20%
12"-18" Dia.	Natural Fieldstone	15%
3"-8" Dia.	Natural Fieldstone	15%
1/2"-3" Dia.	River Run Gravel	50%

Construction

All required soil erosion and sedimentation control devices should be implemented prior to beginning any earth disturbance work and/or work within the limits of the creek. The proposed construction for step-pools is as follows:

Redirect stream/drain/creek flow by an approved temporary stream/drain/creek diversion method. The construction area shall be dewatered, and disturbed stream/drain/creek banks shall be stabilized in accordance with the temporary slope stabilization requirements for soil erosion and sedimentation control.

The riffle crest shall be embedded a minimum of 2' into the creek bed and extend a minimum of 6 feet into the bank on each side of the creek. The riffle crest shall be constructed of 18"-24" natural fieldstone, arranged such that the larger stones are placed at the bottom (footing stones) and the smaller stones are placed at the top of the crest (cap stones). The minimum width of the top of the crest shall be two (2) courses of 18" dia. natural fieldstone. The minimum width of the base of the crest varies, and is determined by the proposed embedding elevation, stacking and offsetting each subsequent stone course 3"-4" inward (toward the center of the crest) until the peak width and elevation requirements are satisfied. Courses of 18-24" natural fieldstone shall be chinked and backfilled with 3"-8" natural fieldstone and 1/2"-3" river run gravel prior to setting the next course of stone. The peak of the crest shall be constructed to the proposed contour shown in the details given in the Drawings.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
INSTEAM STRUCTURE, CONSTRUCTED RIFFLE

HRC: SRB

2 of 2

11/7/2025

The downstream side of the riffle crest shall be buttressed with 12"-18" natural fieldstone, choked with 1/2"-3" river run gravel. The buttress shall be embedded a minimum of 4"-6" into the creek bed and shall have a downstream slope of 1:1.

The remainder of the riffle structure shall be constructed of 3"-8" natural fieldstone choked with 1/2"-3" river run gravel. This blend of stone shall be placed to the limits shown in the plans and details given in the Drawings. Unless otherwise indicated, this blend of stone shall be placed and graded to a 4:1 slope on the upstream side of the riffle crest, and to a 20:1 slope on the downstream side of the riffle crest.

All natural fieldstones shall be placed in such a manner to fit as tightly as possible with adjacent stones and minimize the size of joints/voids between stones.

Measurement and Payment

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

Pay Item

Pay Unit

DS_Instream Structure, Constructed Riffle. Ft

The unit price bid for the item **DS_Instream Structure, Constructed Riffle – Ft** shall be payment in full for all labor, material, and equipment costs associated with the removal and disposal of existing earth material to the horizontal and vertical limits necessary to construct the proposed riffle structure; furnishing, placing, shaping, and compacting acceptable fill material if the proposed location for a riffle structure requires fill material; furnishing and placing the required stone materials at the locations, to the limits, to the elevations, and to the shape shown in the plans and details given in the Drawings. Payment will be made based on the lineal foot of stone riffle constructed in placed, as measured along the centerline of the stream/drain/creek, from where the upstream stone begins to where the downstream stone ends. Any deviation from the proposed locations, limits, and dimensions must first be approved by the Owner prior to construction.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
NATURAL STONE

HRC: SRB

1 of 1

9/28/2025

Description

This work shall consist of providing and installing Natural Stone of the sizes and in the locations provided in the plans.

Materials

Proposed materials shall be in accordance with the project plans and Section 916 of the 2020 MDOT Standard Specifications for Construction. Material must be natural stone. Use of crushed concrete will not be permitted.

Construction

Install riprap in the locations shown in the project plans. Install Natural Stone according to the 2020 MDOT Standard Specifications for Construction.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Natural Stone.....	Cyd

Payment for **DS_Natural Stone – Cyd** shall be payment in full for all labor, materials, and equipment required to construct Natural Stone instream structures at the locations and to the limits indicated in the project plans. Unless otherwise indicated, all materials, construction, measurement, and payment shall be in accordance with Section 813 of the 2020 MDOT Standard Specifications for Construction. The removal and disposal of any earth required to construct the proposed Natural Stone shall be considered incidental to the unit price bid and will not be paid for separately. All river run gravel used to fill voids, as called for in the plans, will also be incidental to this pay item.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
NATIVE PLANT PLUGS

HRC: SRB

1 of 3

11/6/2025

Description

This work shall consist of providing all necessary materials, labor, and equipment required for planting native vegetation in natural areas, as shown or specified on the plans for Native Plant Plugs

Materials

Nursery stock shall be grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum indicated and 75% are of the maximum size indicated.

All plants shall be of a species and genotype native to states in the Great Lakes region. All plants must be propagated from seed or cuttings by a commercial nursery or collected from designated local sites, if specified on the Plans. No State or Federally protected plants are to be used. The Contractor may contact a Michigan Native Plant Producers Association (MNPPA) nursery to insure the planting materials meet the above requirements. For more information on the Michigan Native Plant Producers Association (MNPPA), visit their webpage at <http://www.mnppa.org/>.

All commercially obtained planting materials shall be procured by the Contractor within thirty (30) days of receiving a Notice to Proceed. It is the responsibility of the Contractor to make reasonable efforts to pre-order the specified planting materials to minimize substitutions.

Refer to the plans for the list of suitable species contained herein for specific plant materials that are required. All plants shall have a normal and healthy root system, as designated by horticultural standards.

Quality and Size – Plant materials shall have a habit of growth that is normal for the species, shall conform to the sizes given in the Plant List, shall be sound, vigorous and free from plant diseases, insects and their eggs. All trees may be balled and burlapped, container grown or bare root, and in compliance with the “American Standard for Nursery Stock.”

Potted plants and tubers: Provide healthy, well rooted potted plants or plugs or fertile tubers of the species identified on the plans.

Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.

Do not make substitutions. If the specified landscape material is not obtainable, submit proof of non-availability from at least three sources to Owner’s representative, together with proposal for use of equivalent material.

All live plant materials must be collected during the dormant season (October through March, preferably in the early spring) where daily average temperatures do not exceed 50°F. Only approved materials from plants indicated by the Owner’s Representative in the field will be

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
NATIVE PLANT PLUGS

HRC: SRB

2 of 3

11/6/2025

allowed. Source areas for plant materials from within the site must be approved by the Owner's Representative. The Contractor is responsible for proper scheduling, harvesting, handling, storage, and installation of all indigenous plant materials to ensure successful propagation.

Live plant materials shall be covered with a tarpaulin to prevent drying during transportation. Storage locations must be continually shaded, protected from wind, and stored in moist soil or water. If installation must be delayed, specialized refrigerated storage will be allowed. Hardwood cuttings stored for future use shall be refrigerated at 34°F and 90% humidity.

Planting Mixture for potted plants or tubers shall consist of material that the potted plants or tubers are installed into; mixing two parts topsoil, one part soil excavated from the pit, and one part compost. Five (5) pounds of organic Rocky Mountain BioProduct's Earthgreen Menefee soil conditioner (or approved equal) shall be added to each cubic yard of planting mixture.

Species – Native plug plantings shall be of the following species:

<u>Botanical Name</u>	<u>Common Name</u>	<u>Spacing</u>	<u>Size</u>
<i>Carex bebbii</i>	Bebb's Oval Sedge	24 in o.c.	Plug
<i>Carex cristatella</i>	Crested Sedge	24 in o.c.	Plug
<i>Carex muskingumensis</i>	Palm Sedge	24 in o.c.	Plug
<i>Carex scoparia</i>	Lance-fruited Oval Sedge	24 in o.c.	Plug
<i>Carex vulpinoidea</i>	Fox Sedge	24 in o.c.	Plug
<i>Chelone glabra</i>	Turtlehead	24 in o.c.	Plug
<i>Anemone canadensis</i>	Canada Thimbleweed	24 in o.c.	Plug
<i>Aster cordifolius</i>	Heart-leaved Blue Wood Aster	24 in o.c.	Plug
<i>Caltha palustris</i>	Marsh Marigold	24 in o.c.	Plug
<i>Iris virginica</i>	Blue Flag Iris	24 in o.c.	Plug
<i>Lobelia cardinalis</i>	Cardinal Lobelia	24 in o.c.	Plug
<i>Lobelia siphilitica</i>	Great Blue Lobelia	24 in o.c.	Plug
<i>Aquilegia canadensis</i>	Wild Columbine	24 in o.c.	Plug
<i>Pontederia cordata</i>	Pickereel Weed	24 in o.c.	Plug
<i>Echinacea purpurea</i>	Purple Coneflower	24 in o.c.	Plug
<i>Redbeckia hirta</i>	Black-eyed Susan	24 in o.c.	Plug
<i>Sagittaria latifolia</i>	Common Arrowhead	24 in o.c.	Plug
<i>Senecio aureus</i>	Golden Ragwort	24 in o.c.	Plug

Construction

Landscape work shall be done by a single firm specializing in commercial landscape installations. Contractor shall have a minimum of 2 years of experience with native plantings, soil bioengineering, and related work. The contractor, or their sub, must submit proof of experience to the Owner's representative at least 7 days prior to the start of installation of these items.

Chainsaws, bush axes, loppers, and pruners are recommended for cutting live plant material. The plant material shall be handled with great care. Cuts shall be made at a blunt angle, 8" to 10" from the ground. Live branch cuttings shall be bound together on the site for protection and

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
NATIVE PLANT PLUGS

HRC: SRB

3 of 3

11/6/2025

ease of handling. Group and tie live branch cuttings in such a way that they stay together when handled. Cut plant material shall arrive at the appropriate job site the same day they are cut. Plants not installed on the day of arrival shall be stored and protected. All live plant material must be used within 2 days of cutting. If the temperature reaches 50°F or the cuttings are to be used in the construction of vegetated geogrids, the planting materials must be used the same day they are cut. If dormant and cool, these materials can be stored longer.

Use an auger or other appropriate tools to excavate planting holes. Place bare root plant plugs or pots in the center of the plant pit with the roots properly spread in a natural position. Cut broken or damaged roots back to sound root growth. Work backfill planting mixture around and over the plug roots or pot, tamp as hole is being filled, and water thoroughly.

Space plugs on 24-inch centers in a staggered pattern. Evenly distribute in random group throughout planting area as shown on the plans. If more than one species of plug is required, like-species plugs shall be planted in clusters.

Plant plugs or pots level with existing soil grade. Soil shall be placed around the plugs and firmed in place. Do not fill around plugs or pots with mulch. Thoroughly soak plantings with water until soil is moist to a depth of 4 inches.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Native Plant Plugs.	Ea

Payment for **DS_Native Plant Plugs – Ea** shall be made based on an each basis, as measured by each plant plug installed. This item shall be payment in full for all labor, materials, and equipment required to furnish native plantings of the size, species, and quantities indicated, install the plantings and the location and within the limits indicated in the project plans, and maintain those plantings, in accordance with the conditions and requirements of these project specifications. The Owner will consider alternate species and/or quantity suggestions from the Contractor.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
RESTORATION

HRC: SRB

1 of 6

10/30/2025

Description

This work shall consist of restoration of soils and areas within the construction area, including native seedings.

Materials

Grass Seed:

Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' - Rules for Testing Seeds - for purity and germination tolerances.

Seed Mixture: Provide seed of grass species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated on Schedules at the end of this section.

Cover Crop: Native seed mixes shall have an annual cover crop incorporated into the mix. The cover crop shall consist of the following species, proportions, and application rate:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Proportion</u>
<i>Agrostis gigantea</i> {A alba}	Red Top Grass	1.000 lbs/acre
<i>Avena sativa</i>	Oats	20.000 lbs/acre
<i>Lolium multiflorum</i>	Italian Rye	5.000 lbs/acre

Application Rate: 26.000 lbs/acre

Source: Genesis Nursery (Tampico, IL), or Owner approved equal

Bankfull Bench native seed mix:

Disturbed earth areas located within bankfull bench limits shall be restored with a bankfull bench native seed mix. The bankfull bench mix shall consist of the following species (application rates shall be in accordance with the supplier's recommendations and Owner's approval):

<u>Scientific Name</u>	<u>Common Name</u>
<i>Carex bebbii</i>	Bebb's Oval Sedge
<i>Carex cristatella</i>	Crested Sedge
<i>Carex muskingumensis</i>	Palm Sedge
<i>Carex scoparia</i>	Lance-fruited Oval Sedge
<i>Carex vulpinoidea</i>	Fox Sedge
<i>Chelone glabra</i>	Turtlehead
<i>Anemone canadensis</i>	Canada Thimbleweed
<i>Aster cordifolius</i>	Heart-leaved Blue Wood Aster
<i>Caltha palustris</i>	Marsh Marigold
<i>Iris virginica</i>	Blue Flag Iris
<i>Lobelia cardinalis</i>	Cardinal Lobelia
<i>Lobelia siphilitica</i>	Great Blue Lobelia
<i>Aquilegia canadensis</i>	Wild Columbine
<i>Pontederia cordata</i>	Pickereel Weed

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
RESTORATION

HRC: SRB

2 of 6

10/30/2025

<i>Echinacea purpurea</i>	Purple Coneflower
<i>Redbeckia hirta</i>	Black-eyed Susan
<i>Sagittaria latifolia</i>	Common Arrowhead
<i>Senecio aureus</i>	Golden Ragwort

Source: Native Connections (Kalamazoo, MI), or Owner approved equal

Streambank Stabilization native seed mix:

Disturbed earth areas located between the bankfull bench limit and the top-of-bank limit, shall be restored with a streambank stabilization native seed mix. The streambank mix shall consist of the following species and applications rates:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Application Rate</u>
<i>Andropogon gerardii</i>	Big Bluestem	5.000 lbs/acre
<i>Bouteloua curtipendula</i>	Side Oats Gramma	5.000 lbs/acre
<i>Carex vulpinoidea</i>	Fox Sedge	0.500 lbs/acre
<i>Eleocharis palustris major</i>	Greak Spikerush	0.125 lbs/acre
<i>Elymus canadensis</i>	Canada Wild Rye	8.000 lbs/acre
<i>Elymus vilosus</i>	Silky Wild Rye	4.000 lbs/acre
<i>Elymus virginicus</i>	Virginia Wild Rye	8.000 lbs/acre
<i>Glyceria striata</i>	Fowl Manna Grass	1.000 lbs/acre
<i>Juncus dudleyi</i>	Dudleys Rush	0.125 lbs/acre
<i>Leersia oryzoides</i>	Rise Cut Grass	1.000 lbs/acre
<i>Panicum virgatum</i>	Prairie Switch Grass	1.000 lbs/acre
<i>Schizachyrium scoparium</i>	Little Bluestem	5.000 lbs/acre
<i>Schizachyrium tabernaemontani</i>	Great Bulrush	0.125 lbs/acre
<i>Sorghastrum nutans</i>	Indian Grass	10.000 lbs/acre
<i>Spartina pectinate</i>	Prairie Cord Grass	0.500 lbs/acre
<i>Alisma subcordatum</i>	Common Water Plantain	0.250 lbs/acre
<i>Helenium autumnale</i>	Sneezeweed	0.125 lbs/acre
<i>Symphyotrichum novae-angliae</i>	New England Aster	0.125 lbs/acre
<i>Symphyotrichum pilosum</i>	Frost Aster	0.125 lbs/acre

Source: Genesis Nursery (Tampico, IL), or Owner approved equal

Upland Woodland native seed mix:

Disturbed earth areas located within wooded areas, but outside top-of-bank limits, shall be restored with an upland woodland native seed mix. The upland woodland mix shall consist of the following species and application rate:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Application Rate</u>
<i>Carex cephalophora</i>	Short-headed Bracted Sedge	0.063 lbs/acre
<i>Carex gracillima</i>	Graceful Wood Sedge	0.063 lbs/acre
<i>Carex sparganoides</i>	Burreed Sedge	0.063 lbs/acre
<i>Diarrhena obovate</i>	Beak Grass	0.500 lbs/acre
<i>Elymus hystrix</i>	Bottlebrush Grass	1.000 lbs/acre

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
RESTORATION

HRC: SRB

3 of 6

10/30/2025

<i>Elymus riparius</i>	Riverbank Wild Rye	1.000 lbs/acre
<i>Elymus villosus</i>	Silky Wild Rye	0.313 lbs/acre
<i>Elymus virginicus</i>	Virginia Wild Rye	3.000 lbs/acre
<i>Ageratina altissima</i>	White Snakeroot	0.125 lbs/acre
<i>Aquilegia canadensis</i>	Wild Columbine	0.063 lbs/acre
<i>Eutrochium purpureum</i>	Sweet Joe-Pye Weed	0.125 lbs/acre
<i>Heliopsis helianthoides</i>	False Sunflower	0.188 lbs/acre
<i>Penstemon calycosus</i>	Smooth Penstemon	0.125 lbs/acre
<i>Solidago caesia</i>	Blue-Stemmed Goldenrod	0.063 lbs/acre
<i>Symphyotrichum cordifolium</i>	Heart-leaved Blue Wood Aster	0.125 lbs/acre
<i>Symphyotrichum lateriflorum</i>	Side-flowering Aster	0.063 lbs/acre
<i>Symphyotrichum shortii</i>	Short's Aster	0.125 lbs/acre

Source: Spence Restoration Nursery (Muncie, IN), or Owner approved equal

Fertilizer:

- Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.
- Type A: Starter fertilizer containing 20% nitrogen, 12% phosphoric acid and 8% potash by weight or similar approved composition.

Ground Limestone:

- Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve. Use if determined by soil tests to be necessary.

Water:

- Free of substance harmful to grass seed and grass growth. Hoses or other methods of transportation furnished by Contractor.

Topsoil:

- Topsoil shall be fertile, friable and representative of productive soil, capable of sustaining vigorous plant growth and shall be free of clay lumps, sub-soil, weeds, seeds and other foreign debris.
- Acidity range shall be between pH 5.0 and 7.5.
- Organic content shall be not less than 5% and not greater than 30%.
- Clay content shall range between 5% and 25%.

Mulch:

- All seeded areas shall be mulched in order to improve germination by conserving moisture, moderating the soil temperature, and protecting the seed and soil from water and wind erosion.
- Loose Mulch: Loose mulch shall be clean, undamaged, and rot-free straw in any air-dry condition for loose mulch. Loose mulch must be free of weed seeds and other deleterious material.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
RESTORATION

HRC: SRB

4 of 6

10/30/2025

- Mulch Blankets: mulch blankets must be rated for the slopes on which they will be installed; netting must be completely biodegraded within 12 months; blankets must be installed and anchored in accordance with the manufacturer's instructions; mulch material shall meet the requirements for "Loose Mulch."

Construction

Seeding Subcontractor shall have a minimum 5 years experience with hydroseeding and related work.

Submittals:

- A. Submit certification of grass seed from seed vendor for each grass seed mixture.
- B. Manufacturer's certification of fertilizer.
- C. Hydroseeder's certification of experience.

Delivery, Storage, and Handling:

- A. Deliver seed in original sealed, labeled, and undamaged containers.

Project Conditions:

- A. Notify Engineer at least 7 working days prior to start of seeding operation.
- B. Protect existing utilities, paving and other facilities from damage caused by seeding operations.
- C. Perform seeding work only after planting and other work affecting ground surface has been completed.
- D. Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.
- E. Provide hose and lawn watering equipment as required.

Warranty:

- A. Hydroseeding shall be warranted for a period of 1 year following acceptance.

Examination:

- A. Examine finish surfaces, grades, topsoil quality and depth. Do not start seeding work until unsatisfactory conditions are corrected.

Preparation:

- A. Limit preparation to areas which will be immediately seeded. Spread topsoil, fine grade.
- B. Treat lawn areas with "Round Up", by Monsanto, per label directions as required to kill existing vegetation prior to seeding.
- C. Scarify surface of lawn areas to minimum depth of 3". Remove stones over 1" in any dimension and sticks, roots, rubbish and extraneous matter.
- D. Apply 3" minimum topsoil to entire area to be seeded.
- E. Grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture. Roll and rake; remove ridges and fill depressions as required to drain.
- F. Apply limestone, if required by soil test results, at rate determined by the soil test, to adjust pH of topsoil to not less than 6.0 nor more than 6.8. Distribute evenly by machine and incorporate thoroughly into topsoil.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
RESTORATION

HRC: SRB

5 of 6

10/30/2025

G. Apply Type A fertilizer at the rate equal to 1.0 lb. of actual nitrogen per 1,000 sq. ft. (43 lbs./acre). Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to depth of 1" by discing or other approved methods. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.

H. Dampen dry soil prior to seeding.

I. Restore prepared area to specified condition if eroded, settled or otherwise disturbed after fine grading and prior to seeding.

Hydroseeding:

A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.

B. Mix slurry with nonasphaltic tackifier.

C. Apply slurry uniformly to all areas to be seeded in a 1 step process. Apply mulch at the minimum rate of 1500 lb per acre (16.5 kg per 100 sq. m) dry weight but not less than the rate required to obtain specified seed sowing rate.

D. Apply slurry uniformly to all areas to be seeded in a 2 step process. Apply first slurry application at the minimum rate of 500 lb per acre (5.5 kg per 100 sq. m) dry weight but not less than the rate required to obtain specified seed sowing rate. Apply slurry cover coat of fiber mulch at a rate of 1000 lb per acre (11 kg per 100 sq. m).

Maintenance:

A. Proper maintenance shall be performed to adequately establish seed

Cleaning:

A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris and equipment. Repair damage resulting from seeding operations.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Restoration, Side Slope Native Seed Mix (As Directed).....	Syd
DS_Restoration, Bankfull Bench Native Seed Mix (As Directed)	Syd
DS_Restoration, Upland Native Seed Mix (As Directed).....	Syd

The locations and limits of disturbance, and the resulting restoration work, considered for the project and shown in the project Drawings, is only an estimate by the Owner/Engineer, and may vary based on the Contractor's operations. The actual locations and limits for a given restoration item shall be as directed in the field by the Owner/Engineer, and may be greater or less than the estimated quantity given in these project Specifications and/or the project Drawings.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
RESTORATION

HRC: SRB

6 of 6

10/30/2025

The furnishing and placing of topsoil shall be considered incidental to the unit price bid for the item **DS_Restoration, __ (As Directed) – Syd**, and will not be paid for separately. The Owner/Engineer may require topsoil to be placed up to 4 inches thick. However, if a given disturbed area is determined by the Owner/Engineer to be suitable for restoration, the Contractor may place topsoil to a thickness less than 4 inches (if authorized by the Owner/Engineer).

The unit price bid for the item **DS_Restoration, Side Slope Native Seed Mix (As Directed) – Syd** shall be payment in full for all labor, materials, and equipment required to restore disturbed earth areas located between the bankfull bench limits and the top-of-bank limits. The unit price bid shall be payment in full for all labor, material, and equipment required to furnish the required materials (seed mix, mulch, topsoil, fertilizer, water, etc.), place/install the required restoration materials at the locations and to the limits indicated in the project plans, maintain/repair/replace the work until Final Acceptance, and honor warranty obligations, all in accordance with the conditions and requirements of these project specifications, unless otherwise indicated. Seed mix shall meet the requirements for a Side Slope native seed mix, as outlined in this project specification, and the seed shall be mulched with a mulch blanket appropriate for the seed and slope (loose mulch will not be permitted unless by special authorization from the Owner).

The unit price bid for the item **DS_Restoration, Bankfull Bench Seed Mix (As Directed) – Syd** shall be payment in full for all labor, materials, and equipment required to restore disturbed earth areas located within bankfull bench limits. The unit price bid shall be payment in full for all labor, material, and equipment required to furnish the required materials (seed mix, mulch, topsoil, fertilizer, water, etc.), place/install the required restoration materials at the locations and to the limits indicated in the project plans, maintain/repair/replace the work until Final Acceptance, and honor warranty obligations, all in accordance with the conditions and requirements of these project specifications, unless otherwise indicated. Seed mix shall meet the requirements for a Bankfull Bench native seed mix, as outlined in this project specification, and the seed shall be mulched with a mulch blanket appropriate for the seed and slope (loose mulch will not be permitted unless by special authorization from the Owner).

The unit price bid for the item **DS_Restoration, Native Upland Woodland Seed Mix (As Directed) – Syd** shall be payment in full for all labor, materials, and equipment required to restore disturbed earth areas located in wooded areas, but outside of the top-of-bank limits. The unit price bid shall be payment in full for all labor, material, and equipment required to furnish the required materials (seed mix, mulch, topsoil, fertilizer, water, etc.), place/install the required restoration materials at the locations and to the limits indicated in the project plans, maintain/repair/replace the work until Final Acceptance, and honor warranty obligations, all in accordance with the conditions and requirements of these project specifications, unless otherwise indicated. Seed mix shall meet the requirements for an upland woodland native seed mix, as outlined in this project specification, and the seed shall be mulched with a mulch blanket appropriate for the seed and slope (loose mulch will not be permitted unless by special authorization from the Owner).

ATTACHMENT B
GENERAL DECLARATIONS

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, General Information, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 202_.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

ATTACHMENT C
LEGAL STATUS OF BIDDER

(The bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

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

Authorized Official

_____ **Date** _____, 202__

(Print) Name _____ Title _____

Company:

Address:

Contact Phone () _____ Fax () _____

Email _____

ATTACHMENT D
PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Company Name

Signature of Authorized Representative Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

ATTACHMENT E

LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

<i>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 <input type="checkbox"/> No. of employees _____</i>
--

The Contractor or Grantee agrees:

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

Check the applicable box below which applies to your workforce

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits |
| <input type="checkbox"/> | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits |

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

Attachment F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2025 - ENDING APRIL 29, 2026

\$17.08 per hour

If the employer provides health care benefits*

\$19.04 per hour

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

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

ENFORCEMENT

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

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

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

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

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



ATTACHMENT G

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	() Relationship to employee
	() Interest in vendor's company
	() Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name		Vendor Phone Number
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.

You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

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

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

[illegible]

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.	