

PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 25-42

Manhole Raising Project

City of Ann Arbor
Public Services Area/Public Works Unit



Due Date: September 26, 2025 by 11:00 a.m. (local time)

Issued By:

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

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm to locate, expose, and raise sanitary and storm manhole covers to grade to allow for access to maintain the sewer system. The project will concentrate on manholes located in cross lots outside of the road right-of-way, but will also include the raising of manholes that have been covered by paving operations.

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 September 9, 2025 at 2:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to **Megan Seay, Public Works Engineer, MSeay@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

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

E. PROPOSAL FORMAT

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

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

F. SELECTION CRITERIA

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

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

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

G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before September 26, 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. 25-42 – Manhole Raising Project”** 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
Written Question Deadline	Sept. 9, 2025, 2:00 p.m. (Local Time)
Addenda Published (if needed)	On or before September 12, 2025
Proposal Due Date	Sept. 26, 2025 by 11:00 a.m. (Local Time)
Selection/Negotiations	September/October 2025
Expected City Council Authorizations	October/November 2025

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

A. Objective

The City of Ann Arbor, Michigan, is requesting proposals from construction firms able to locate, expose, and raise buried sanitary and storm manhole covers to grade to allow for access to maintain the sanitary sewer system.

The City has identified 160 buried sewer manholes within City boundaries that need to be raised to grade to provide maintenance access. 80 of these are buried sanitary manholes, 80 are buried storm manholes. The sanitary manholes are a priority and will be assigned first, and the storm manholes will not be assigned until work for the sanitary manholes is substantially complete. These 160 manholes have been grouped geographically and ranked by risk. Work for both sanitary and storm manholes will be assigned group by group, and another group will not be assigned until the previous group has been substantially completed. Within some groups, certain manholes have been prioritized by City staff as 'high'. These manholes are critical to maintenance operations and should be the first ones raised within a group. Certain groups also have 'low' priority manholes which should be left to the end of the group to raise. All other manholes in a group have 'medium' priority and can be done in any order as determined by the Contractor.

Approximately 52 of these manholes have been previously located and marked by City staff, 128 shall be located as part of this work. Buried manholes may be located in roads, sidewalks, parking lots, driveways, green spaces, park space, wooded areas, etc. Manholes may be within private property, utility and railroad right of ways, University property, MDOT roads, etc. so coordination and cooperation with these entities will be necessary. Obtaining permission, easements, and necessary permits is required before the start of work in these situations. See Appendix for maps and lists of manholes for approximate location and information on each. The assigned manholes on these lists are considered preliminary and the city reserves the right to add, subtract, or change priority of manholes to be raised depending on new field information, and available budget as the project progresses.

Because these manholes are buried, there are no field verified rim elevations, and therefore an accurate buried depth cannot be determined or provided in this RFP. However, the City has record drawings of many of the buried manholes, and these can be provided to the winning Bidder upon request. For bidding purposes, assume 110 manholes are buried one (1) foot or less and the remaining 50 are buried greater than one (1) foot. Three manholes are assumed buried greater than six (6) feet deep and work necessary to bring them to grade shall be considered a rebuild.

The term of the contract is two (2) years from the date of the Notice to Proceed. The total available budget for the term of the contract is approximately \$700,000.00 annually. The contract amounts are subject to the availability of funds and approval of annual budgets. Pricing for any work not in the scope must be agreed upon by both

parties.

B. Scope of Work

A typical manhole raising project performed under the proposed contract will involve the following process:

1. If necessary or requested, visit the buried manhole location with City staff to provide best available information about the manhole location and identify a preliminary scope of work.
2. Review any drawings, specifications, reports, images, maps, etc. provided by City staff on the manhole to be raised.
3. If required, apply for and obtain all necessary permits, access agreements, easements, etc.
4. Perform all work necessary.
5. City staff will review all work prior to final sign off. Contractor to address all identified deficiencies in the work.

C. Requirements

1. Ability to perform all required work in accordance with the Specifications to locate, expose, and raise sanitary manhole covers to grade to allow for access to maintain the sanitary sewer system.
2. Ability to work effectively with the City's Public Works Unit staff with respect to any of the construction services required by the City for this project.
3. Ability to work effectively with other City units and regulatory agencies.
4. The ability to work in a public facing manner, representing the City in a professional quality.

D. Standard Specifications

All work performed 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 Advertisement. 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 provided during the implementation of individual tasks under

this Contract.

Copies of the Standard Specifications can be downloaded from the following web link.

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

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 1:325 of the City Code which sets forth requirements for evaluating public improvement bids, Bidders should submit the following:

A. Qualifications, Experience and Accountability - 20 Points

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

B. Workplace Safety – 20 Points

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

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

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

C. Workforce Development – 20 Points

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

D. Social Equity and Sustainability – 20 Points

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

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

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

E. Schedule of Pricing/Cost – 20 Points

Company: _____

Item	Description	Unit	Est. Qty	Unit Price	Extended Price
1	General Conditions, Max \$50,000	LS	1	\$	\$
2	Curb, Gutter, and Curb and Gutter, Any Type, Rem	LF	30	\$	\$
3	Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem	SYD	31	\$	\$
4	Concrete Curb or Curb & Gutter – Any Type	LF	30	\$	\$
5	Concrete Driveway, Non Reinf, Modified	SYD	6	\$	\$
6	Concrete Sidewalk or Ramp, Modified	SFT	25	\$	\$
7	Replace Manhole Frame and Cover	EACH	160	\$	\$
8	Dr Structure Cover, Adj, Case 1, Conc Pvmt	EACH	4	\$	\$
9	Dr Structure Cover, Adj, Case 2, HMA Pvmt	EACH	44	\$	\$
10	Dr Structure Cover, Adj, Case 3, Outside of Pavement	EACH	102	\$	\$
11	Dr Structure Cover, Adj, Case 4, Driveway or Sidewalk	EACH	10	\$	\$
12	Dr Structure, Adj, Add Depth, 6" to 2' Below Grade	FT	80	\$	\$
13	Dr Structure, Adj, Add Depth, 2' to 6' Below Grade	FT	40	\$	\$
14	Drainage Structure, Reconstruct	EACH	3	\$	\$
15	Manhole Locate, <1' Below Grade, Any Method	EACH	100	\$	\$
16	Manhole Locate, >1' Below Grade, Any Method	EACH	60	\$	\$
17	Traffic Control, Minor	DAY	25	\$	\$
18	Traffic Control, Major	DAY	12	\$	\$
	Total Bid	\$			

F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)

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

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

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

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

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

G. ATTACHMENTS

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

PROPOSAL EVALUATION

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

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

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

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

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

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

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

PREPARATION OF PROPOSALS

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

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

ADDENDA

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

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

SECTION IV - ATTACHMENTS

Attachment A – Sample Standard Contract

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Living Wage Ordinance Poster

Attachment G – Vendor Conflict of Interest Disclosure Form

Attachment H – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment I – Non-Discrimination Ordinance Poster

Sample Certified Payroll Report Template

ATTACHMENT A

SAMPLE STANDARD CONTRACT

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

CONTRACT

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

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

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

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled **[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

Choose one only.

- (A) The City shall pay to the Contractor for the performance of the Contract, the lump sum price as given in the Bid Form in the amount of:
_____ Dollars (\$_____)

Or

- (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
GENERAL CONDITIONS, MAX \$50,000

1 of 2

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

- Scheduling, coordination, and organization of all work, subcontractors, suppliers, testing, inspection, surveying, and staking.
- Coordination of, and cooperation with, other contractors, agencies, departments, and utilities. Miss Dig must be called minimum 3 business days prior to any excavation work.
- Coordination with, and cooperation with, homeowners, business, railroads, and other entities owning private property on which buried manholes may be located. Work including but not limited to obtaining permission, easements, and necessary permits.
- Protection and maintenance of utilities, roads, and any public infrastructure or property.
- Maintaining drainage.
- Furnishing, placement, and grading of maintenance gravel to construct any temporary driveways, sidewalks and/or sidewalk ramps necessary for construction of the proposed work.
- Maintaining driveways drive openings, sidewalks, bike paths, mail deliveries, and solid waste/recycle pick-ups. This includes the placement and maintenance of gravel in driveway openings as directed by the Engineer.
- Storing all materials and equipment off lawn areas.
- Temporary relocation and final replacement/re-setting of mailboxes.
- Coordination efforts to furnish various HMA mixtures as directed by the Engineer
- Coordination efforts to furnish and operate various-size vehicles/equipment as directed by the Engineer
- Furnishing and operating vacuum-type street cleaning equipment a minimum of once per week or more frequently as directed by the Engineer
- Protecting all sewers, and drainage and utility structures including manholes, gate wells, valve boxes, inlet structures, roadside ditches, and culverts from damage and contamination by debris and construction materials. Keeping structures and culverts clean of construction debris and properly covered/protected at all times during the construction. Immediately cleaning any structures, sewers, culverts and/or roadside ditches contaminated with construction debris resulting from Contractor operations and/or work activities.
- Disposing of excavated materials and debris - The Contractor shall dispose of, at the Contractor's expense, all excavated material. The Engineer will not pay for any costs associated with this work separately.
- Furnishing and operating vacuum-type utility structure cleaning equipment
- Furnishing and operating both vibratory plate and pneumatic-type ("pogo-stick") compactors
- Furnishing and operating a backhoe during all work activities

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
GENERAL CONDITIONS, MAX \$50,000

2 of 2

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

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

b. Materials. None Specified.

c. Construction. Not specified.

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

Pay Item

Pay Unit

General Conditions, Max \$50,000.....Lump Sum

Measure **General Conditions, Max \$50,000** by the unit lump sum and pay for it at the contract unit price, which price includes costs for all labor, equipment, and materials necessary to complete the work.

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

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

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

1 of 1

a. Description. This work includes submittal to the Engineer by the Contractor and its Subcontractors and prior to commencement of work; Michigan Department of Transportation Form 0501 showing all materials and supplies proposed for use on the project, and any product data information requested by the Engineer. It also includes furnishing certifications to the Engineer for review and approval a minimum of three business days prior to any scheduled delivery, installation, and/or construction of the same. The manufacturer or supplier shall certify the following materials and supplies are compliant with the contract specifications unless otherwise directed by the Engineer including but not limited to:

- Cement and lime
- Aggregates
- Admixtures and curing materials for concrete
- Asphaltic materials
- Steel reinforcement
- Structural steel
- Fencing materials
- Miscellaneous metal products
- Drainage products
- Geosynthetics
- Timber and lumber
- Masonry units
- Joint and waterproofing materials
- Bridge coating systems
- Erosion and sedimentation control materials
- Turf and landscaping materials
- Electrical and lighting materials
- Permanent traffic sign and support materials
- Permanent paving marking materials
- Permanent traffic signal materials
- Temporary traffic control materials
- Storm sewer materials
- Sanitary sewer materials
- Water main materials

b. Materials. None specified.

c. Construction. Not specified.

d. Measurement and Payment. Costs for this work will not be paid for separately but shall be included in the Contract pay Item **General Conditions, Max \$50,000**.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
PROJECT SCHEDULE

1 of 3

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

Organize, coordinate, and diligently execute the work at the locations shown on the schedule and map of buried manholes included herein. This schedule details the requirements, if any, for the Start of Work (on or after dates specified), the Completion of Work (on or before dates specified), Restricted Dates, the Maximum Calendar Days for Open to Traffic, and the Liquidated Damages per Calendar Day for each street or phase of work. For the purpose of this Contract, the "Start of Work" definition is the date when the temporary "No-Parking" signs become effective and all required temporary traffic control and SESC measures are in place and ready for use. The City will consider individual major street locations and local street phases to be open to traffic once they have met the "Approved for Traffic" requirements defined in subsection 107.21 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

Within 10 days of opening to traffic an individual major street location or local street phase the Contractor shall complete all work, which includes, but is not limited to, placement of permanent pavement markings, minor slope restoration, clean-up, street cleaning, underground utility and utility structure cleaning (minor street phases), the removal of all temporary traffic control and SESC devices and temporary "No Parking" signs, and other necessary work and as directed by the Engineer. Failure to complete work in a timely manner may result in the suspension of active project work or a delay in starting subsequently planned project work.

The Engineer shall limit the Contractor's work operations to the number of streets that, in its opinion, is reasonable to allow for proper and thorough inspection, and to limit traffic control and/or safety concerns. The Contractor shall not have more than one (1) major street or shared use path locations and one (1) local phase "active" simultaneously at any given time throughout the project unless otherwise noted in the Schedule of Streets or approved by the Engineer. A location is "active" if work has begun and it has not yet been completed.

The Contractor shall submit a detailed schedule of work (progress schedule) for the Engineer's review and approval. The progress schedule must fully comply with the scheduling requirements contained on the Schedule of Streets. The schedule shall clearly indicate, in detail, the start and the finish date of each work task on each street. The Contractor shall update the approved progress schedule each week and present it to the Engineer and must consult with the Engineer for review and approval of any proposed deviations from the most current, approved, schedule.

The Contractor shall begin the work of this project **30 days after Notice to Proceed** and only upon receipt of the fully executed Contract and approved Progress Schedule. The City will consider granting appropriate time extensions should delays prevent the Contractor from starting work at this time.

Complete the Sanitary Manhole Raise List by **June 30th, 2026**, and the Storm Manhole Raise List by **June 30th, 2027**. Completion of the project means all locations shown on the Schedule of Streets are complete and ready for use in accordance with the "Completion of Work" as defined above.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
PROJECT SCHEDULE

2 of 3

Failure to open to traffic or complete all work as specified within the times specified, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct dollar amounts specified in the Schedule of Streets as "Liquidated Damages" from the payments due the Contractor. The City will assess "Liquidated Damages" for delays in the opening to traffic and/or the completion of work for each street or phase, for each calendar day the street or phase remains unopen and/or the work remains incomplete beyond the required contract completion date or timeframe.

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 intermediate (location specific) and final completion dates. 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.

The Engineer may delay or stop the work due to threatening weather conditions. No compensation shall be due the Contractor 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 City infrastructure, and any adjacent properties resulting from its decision to work in the rain.

The Contractor shall not work in the dark except as approved by the Engineer and shall provide lighting for night work 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 Contractor cannot be complete the work within the remaining daylight hours, or if inadequate daylight is present to properly perform or inspect the work. No compensation shall be due to the Contractor for unused materials or downtime when the Engineer directs work stoppage for reasons due to darkness and/or inadequate remaining daylight. The Contractor is solely responsible for repairing all damages to the work and to the site, including any City infrastructure, and any adjacent properties, which result from working in the dark.

Assessment of Liquidated Damages will occur until the required work is complete in the current construction season. If, with the Engineer's approval, work extends beyond seasonal limitations, the assessment of Liquidated Damages will discontinue until the work resumes in the following construction season.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
PROJECT SCHEDULE

3 of 3

If the construction contract is not complete within the specified period(s) including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor it may terminate the Contract. Should this occur no additional compensation will be 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, payment for contract items with a Lump Sum unit price will be up to a maximum amount equal to the percentage of the contract work that is complete at the time of termination.

The City's decision to delete manholes, add manholes, or the City's contribution to a delay of the construction on any one manhole shall not entitle the Contractor to receive additional compensation for work on any other manhole(s), nor shall it relieve the Contractor of any responsibilities for completion of work on any other manhole(s).

Include any/all efforts to organize, coordinate, and schedule the project work in the contract unit price bid for the pay item **General Conditions, Max \$50,000**.

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

1 of 2

a. Description. This work shall consist of removing concrete curb, gutter, curb and gutter, integral curb, concrete pavement, sidewalk, sidewalk ramps, drive openings, and drive approach pavements as shown on the plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with Section 204 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, except as specified herein, and as directed by the Engineer.

b. Materials. Provide materials in accordance with those specified in section 204 of the 2020 MDOT Standard Specifications for Construction.

c. Construction. Curb, gutter, curb and gutter, sidewalk, sidewalk ramps, drive openings, and drives shall be replaced within 24 hours of their removal.

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

Prior to the start of removals, the Engineer and Contractor together shall field measure all removals. The Engineer shall approve of all removal limits prior to any removals being performed by the Contractor.

The Contractor shall perform full depth saw cutting at removal limits, including those necessary to construct 2-foot wide MDOT Type M drive openings and including those necessary to provide for the partial removal of existing drive approaches as shown on the Plans, as directed by the Engineer, and as marked for removal. The Contractor shall cut steel reinforcement bars as directed by the Engineer at all areas of removal. All saw cutting shall be performed under wet conditions to prevent excessive airborne dust. All resulting slurry and debris shall be cleaned up the satisfaction of the Engineer.

The Contractor shall remove, salvage, and deliver to any location within the City limits, or to any City owned property, and neatly stack/stockpile all bricks, if present, as directed by the Engineer.

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

The Contractor shall coordinate with the City Forester prior to the removal of any tree roots.

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

The Contractor shall re-shape, re-grade, and re-compact the existing roadbed materials to the cross section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Engineer.

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

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

2 of 2

Where existing concrete curb or curb & gutter is to be replaced on a street with a concrete (or brick) base, the Engineer may direct the Contractor to remove a 1-to-2-foot wide, full-depth section of pavement and pavement base from immediately in front of the curb & gutter. As part of this pavement/base removal, the Contractor shall perform additional (double) full-depth saw-cutting along the entire removal limits, and shall take sufficient care so as not to damage and/or disturb any adjacent pavement, pavement base, and/or any other site feature, all as directed by the Engineer. The removals shall be to a sufficient width and depth to allow for the placement and removal of the curb & gutter formwork. After the removal of the formwork, the Contractor shall replace the concrete base to its original thickness and elevation(s).

The Contractor shall remove composite pavement (HMA pavement overlaid on concrete/brick pavement or concrete/brick pavement base) of any thickness(es) as directed by the Engineer. The work of removing HMA pavement overlays where concrete/brick pavement or concrete/ brick pavement base is to be remove will not be paid for separately.

Excavated/removal areas shall always be adequately protected with barricades or fencing.

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

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

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

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

Measure **Curb, Gutter, and Curb and Gutter, Any Type, Rem** lengths in place by the unit foot and pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials necessary to complete the work specified in the 2020 MDOT Standard Specifications and as modified by this Detailed Specification.

Measure **Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem** areas in place by the square yard and pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials to complete the work specified in the 2020 MDOT Standard Specifications and as modified by this Detailed Specification.

Saw cutting is not a separate contract pay item. Include payment for this work in the appropriate item of work for which it applies. The Contractor shall include any/all costs for saw cutting to remove concrete items including curb, gutter, curb and gutter, integral curb, sidewalk, sidewalk ramps, driveway openings, and driveway approach pavements in the respective contract unit prices bid for **Curb, Gutter, and Curb and Gutter, Any Type, Rem** and **Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem**.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
CONCRETE CURB OR CURB & GUTTER - ANY TYPE
CONCRETE DRIVEWAY, NON REINF, MODIFIED
CONCRETE SIDEWALK OR RAMP, MODIFIED

1 of 4

a. Description. This work shall consist of constructing concrete items including curb, gutter, curb and gutter, sidewalks, drive approaches, and drive openings, all of any type and/or dimensions, all of either regular, fiber mesh reinforced, and/or high-early concrete, in accordance with Sections 801, 802, and 803 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, except as specified herein, as shown on the Plans, as described in this Detailed Specification, and as directed by the Engineer.

The Contractor is responsible to construct all sidewalks, sidewalk ramps, curbs, and all other concrete items within ADAAG compliance. All sidewalks and curb ramps must be constructed in accordance with MDOT Standard Plan R-28-H or version of standard plan/detail in place at time of the bid letting if different.

In addition, all concrete items of work shall comply with the Detailed Specifications for Concrete Durability and Concrete Placement and Protection.

b. Materials.

Concrete mixtures shall be as follows (or as directed by the Engineer), and concrete materials shall meet the requirements specified in the referenced sections of the MDOT Standard Specifications for Construction:

<u>Item Description</u>	<u>Concrete Mixture</u>	<u>MDOT Sections</u>
Concrete Curb or Curb & Gutter – Any Type	3500	601, 701, 802
Concrete Driveway, Non Reinf, Modified	3000, 3500	601, 701, 801, 803
Concrete Sidewalk or Ramp, Modified	3000, 3500	601, 701, 801, 803

c. Construction.

General

Curb, gutter, curb and gutter, sidewalk, sidewalk ramps, drive openings, and drives shall be replaced the same day they are removed.

Concrete items, including sidewalk, non-integral curb/gutter, drives, and structure adjustments shall be completed prior to the placement of pavement.

All subgrade work shall be completed prior to placing concrete items, unless directed or approved by the Engineer.

The subbase shall be trimmed to final elevation before placing curb. Curb shall not be placed on a pedestal or mound.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
CONCRETE CURB OR CURB & GUTTER - ANY TYPE
CONCRETE DRIVEWAY, NON REINFORCED, MODIFIED
CONCRETE SIDEWALK OR RAMP, MODIFIED

2 of 4

The Contractor shall excavate, cut, remove stumps, remove brush, remove pavement, grade, and trim as needed and as directed, and shall import, furnish, fill, place, grade, and compact Class II granular material and 21AA Aggregate material as needed to: construct new concrete items; to repair or replace existing concrete items; to relocate existing concrete items to their new specified/directed elevations/locations, including all necessary grading at elevation changes of curb and gutter, sidewalks and ramps; and at locations where existing concrete items are to be removed and turf is to be established in its place.

At locations where the subgrade, subbase or base becomes either disturbed, saturated or otherwise damaged, and where directed by the Engineer, the Contractor shall remove a minimum 6-inch thick layer of the subgrade, subbase or base, and replace it with approved 21AA Aggregate material, compacted in place.

The Contractor shall coordinate with the City Forester prior to the removal of any tree roots.

The Contractor is responsible for any damage to concrete items, including but not limited to vandalism; vehicular, pedestrian and/or miscellaneous structural damage; surface texture damage; and rain damage.

The Contractor shall maintain on-site at all times, a sufficient quantity of adequate materials to protect concrete items. The Engineer may suspend or defer concrete placement if rain protection is not available. The Contractor shall not be entitled to any additional compensation due to work suspension or deferral resulting from a lack of adequate rain protection.

The Contractor shall perform full-depth saw cutting at removal limits, including those necessary to provide for the partial removal of existing drive approaches, as shown on the Plans, as directed by the Engineer, and as marked for removal.

The subbase and adjacent concrete shall be sufficiently wet-down with water prior to placing concrete, to prevent water loss from the new concrete, and to form a better bond between old and new concrete. If a cold-joint becomes necessary, the existing concrete surface(s) shall be cleaned with compressed air to expose the aggregate in the concrete.

Where it is necessary to remove existing pavement to provide space for concrete formwork, enough of the existing pavement shall be removed to allow for the use of a vibratory plate compactor in front of the curb.

Where concrete items are placed in areas adjacent to existing pavement that is beyond the general resurfacing (pavement removal and/or milling) limits, the adjacent pavement area shall be backfilled and permanently patched within 48-hours of the removal of concrete formwork. The backfill material shall be MDOT 21AA aggregate compacted in place to 95%, up to the elevation of the proposed bottom of pavement. The pavement patching material(s) shall be as specified and as directed by the Engineer.

Where concrete items are placed adjacent to existing pavement that is within areas scheduled for subsequent pavement removal and/or milling, the adjacent pavement area shall, within 48-hours of the removal of concrete formwork, be backfilled with MDOT 21AA aggregate compacted in place to 95% up to the elevation of the bottom of the adjacent pavement.

**CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
CONCRETE CURB OR CURB & GUTTER - ANY TYPE
CONCRETE DRIVEWAY, NON REINFORCED, MODIFIED
CONCRETE SIDEWALK OR RAMP, MODIFIED**

3 of 4

Prior to compacting backfill in front of curb and gutter, the back of curb shall be backfilled with approved material and compacted by mechanical means to 95%.

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

Restoration

The Contractor shall restore all disturbed areas to better than or equal to their original condition within two calendar days from the date of concrete placement. This includes the placement and compaction of 2.5 inches of topsoil, followed by the placement of grass seed, followed by the placement of 0.5 inches of topsoil, at all turf restoration locations, and at locations where concrete items are removed and turf is to be established. Restoration shall also include the replacement of any brickwork, decorative stone, or other adjacent materials. All restoration work and materials shall be in accordance with the City of Ann Arbor Standard Specifications for Construction.

Contraction Joints in Sidewalk

Contraction joints shall be placed at 5-foot intervals and may be tooled or sawed. The method of forming joints and spacing shall be approved by the Engineer prior to construction.

Expansion Joints in Sidewalks

$\frac{3}{4}$ -inch wide expansion joints shall be placed through concrete sidewalks in line with the extension of all property lines, at all expansion joints in the abutting curb, gutter, and combination curb and gutter, and as directed by the Engineer. Transverse expansion joints shall be placed through the sidewalks at uniform intervals of not more than 300-feet.

$\frac{1}{2}$ -inch wide expansion joints shall be placed between the sidewalk and back of abutting curb or gutter, at the juncture of two sidewalks, between the sidewalk and buildings and other rigid structures, and as directed by the Engineer.

Expansion Joints in Curb and Gutter

$\frac{3}{4}$ -inch wide expansion joints shall be placed at all street returns, at all expansion joints in an abutting pavement, at each side of all driveways (at radius points), elsewhere at 300-foot maximum intervals, and as directed by the Engineer.

Expansion joint material shall extend to the full depth of the joint. After installation, the top shall not be above the concrete nor be more than $\frac{1}{2}$ -inch below it. No reinforcing steel shall extend through expansion joints.

Plane of Weakness Joints in Curb and Gutter

Intermediate plane of weakness joints shall be placed to divide the structure into uniform sections, normally 10-feet in length, with a minimum being 8-feet in length, and shall be placed opposite all plane of weakness joints in the abutting concrete base course.

Plane of weakness joints shall be formed by narrow divider plates, which shall extend 3-inches into the exposed surfaces of the curb or curb and gutter. Plates shall be notched, if necessary, to permit the steel reinforcement to be continuous through the joint.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
CONCRETE CURB OR CURB & GUTTER - ANY TYPE
CONCRETE DRIVEWAY, NON REINFORCED, MODIFIED
CONCRETE SIDEWALK OR RAMP, MODIFIED

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Sidewalk Ramps

Install all sidewalk ramps with detectable warning tiles. Reference manufacturer's instructions and the *MDOT Standard Plan R-28* series for details and additional requirements.

d. MEASUREMENT AND PAYMENT. The completed work, as described, will be measured and paid for at the contract unit prices for the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Curb or Curb & Gutter – Any Type.....	Lineal Foot
Concrete Driveway, Non Reinf, Modified.....	Square Yard
Concrete Sidewalk or Ramp, Modified.....	Square Foot

Measure **Concrete Curb or Curb & Gutter – Any Type** lengths in place by the unit foot and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials to complete the work.

Measure **Concrete Driveway, Non Reinf, Modified** areas in place by the unit square yard and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials to complete the work.

Measure **Concrete Sidewalk or Ramp, Modified** areas in place by the unit square foot and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials to complete the work.

No additional compensation will be paid for the construction of concrete items adjacent to existing concrete curb, gutter, pavement, or any other pavement or surface feature(s).

No additional compensation will be paid for the removal of a 6-inch thick layer of the subgrade, subbase or base, and replacement with approved 21AA aggregate material, compacted in place.

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

A deduction in length for catch basins and inlet castings will be made to measurements of Curb and Gutter.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
REPLACE MANHOLE FRAME AND COVER

1 of 1

a. DESCRIPTION. This work shall consist of providing, storing, and replacing sanitary manhole frames and covers as shown on the Plans and as directed by the Engineer.

b. MATERIALS.

This item shall consist of replacing manhole frames and covers as directed by the Engineer. All covers and/or castings shall conform to the model(s) specified, as follows:

Type of Casting	EJIW No. or Engineer Approve Equal
Manhole Flange and gasket seal Cover	1040 w/ Type A

Sanitary frames and covers to be provided and stored by the Contractor.

All sanitary covers shall have City of Ann Arbor approved graphics and "SEWER" cast in the cover.

The Contractor shall verify frame diameter and cover size.

Frames and covers shall have machined bearing surfaces. Covers shall have gasketed seal, without vent or bolt holes.

c. CONSTRUCTION. Materials shall be stored by the Contractor at locations arranged by the Contractor, subject to approval by the Engineer. The Contractor shall not store materials on any lawn area.

The Contractor shall deliver all salvaged frames and covers to the W.R. Wheeler Service Center.

d. MEASUREMENT AND PAYMENT. The completed work, as described, will be measured and paid for at the contract unit prices for the following pay items:

Pay Item

Pay Unit

Replace Manhole Frame and Cover.....Each

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the MDOT 2020 Standard Specifications and as modified by this Detailed Specification.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
**DR STRUCTURE COVER, ADJ, CASE 1, CONCRETE
PAVEMENT**

1 of 2

a. DESCRIPTION

This work shall consist of replacing sanitary frames for structures located in concrete pavement per section 403 of the 2020 edition of the MDOT Standard Specifications, as detailed on the plans, and as specified herein.

b. MATERIALS

Materials shall meet the requirements of sections 403, 602, and 1006 of the 2020 edition of the MDOT Standard Specifications. Concrete repair mixture shall be MDOT P-NC.

Cover and Frame Models	Diameter
1040 w/ Type A	26

c. CONSTRUCTION METHODS

General

Perform manhole casting adjustment in accordance with City of Ann Arbor Standard Detail SD-GU-6.

Materials shall be stored by the Contractor at locations arranged by the Contractor, subject to the approval of the Engineer. The Contractor shall not store materials on any lawn area.

The City may direct the Contractor to adjust the structure(s) to grade. This final adjustment of castings of any type to their respective finished elevations, up or down a maximum of 6-inches will not be paid for separately but is included in replacing frame.

All concrete and masonry surfaces must be clean. Grease, organic matter, loose bricks, mortar, unsound concrete, roots, and other materials must be completely removed, and the top 15 inches of the structure shall be replaced with new block and adjustment rings as directed by the Engineer.

CONTRACTOR shall be responsible for excavation, backfill and compaction as needed for the replacement of manhole frames to the satisfaction of the Engineer.

All structure covers shall be adjusted such that their finished surface elevation is within 1/4-inch below the finished surface sections, grades, slopes, and elevations, as directed by the Engineer. The work shall be verified using a 10-foot straight-edge placed parallel with the pavement centerline. Structures not meeting the 1/4-inch tolerance shall be readjusted and finish patched, as directed by the Engineer, at the Contractor's expense.

Contractor must provide traffic control necessary for minimum 3-day cure time for concrete prior to traffic opening.

Use of cement accelerant shall be acceptable with approval of Engineer.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
**DR STRUCTURE COVER, ADJ, CASE 1, CONCRETE
PAVEMENT**

2 of 2

Contractor will not be given any additional compensation for delays due to other utilities work. The work of coordinating with other utilities shall be paid for under the Contract Item **General Conditions, Max \$50,000.**

All covers and/or castings shall conform to the model(s) specified, as follows:

Type of Casting	EJIW No. or Engineer Approve Equal
Manhole Flange and gasket seal Cover	1040 w/ Type A

Covers shall have machined bearing surfaces. Covers shall have specified gasketed seal, no vent holes, and no bolt down. Each cover shall have City of Ann Arbor graphics and "SEWER" cast in the surface.

The Contractor shall deliver all salvaged covers and castings to the Wheeler Center City Utilities Department yard at 4251 Stone School Road (Wheeler Center) within two days of their removal.

d. MEASUREMENT AND PAYMENT

Completed work as measured for these items of work will be paid for at Contract Unit Price for the following Contract (Pay) Items:

PAY ITEM

Dr Structure Cover Adj, Case 1

PAY UNIT

Each

The unit prices for these items of work shall include all labor, materials including but not limited to the sawcutting, excavation, removal, and disposal/salvage of materials; new frame: adjustments, salvage and delivery of frame, concrete, HMA; and equipment needed to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
**DR STRUCTURE COVER, ADJ, CASE 2,
HMA PAVEMENT**

1 of 2

a. DESCRIPTION

This work shall consist of replacing sanitary frames for structures located in HMA pavement per section 403 of the 2020 edition of the MDOT Standard Specifications, as detailed on the plans, and as specified herein.

b. MATERIALS

Materials shall meet the requirements of sections 403, 602, and 1006 of the 2020 edition of the MDOT Standard Specifications. Concrete repair mixture shall be MDOT P-NC.

Cover and Frame Models	Diameter
1040 w/ Type A	26

c. CONSTRUCTION METHODS

General

Perform manhole casting adjustment in accordance with City of Ann Arbor Standard Detail SD-GU-6, except that MDOT P-NC concrete may be used as the pavement wearing course in the pavement repair.

Materials shall be stored by the Contractor at locations arranged by the Contractor, subject to the approval of the Engineer. The Contractor shall not store materials on any lawn area.

The City may direct the Contractor to adjust the structure(s) to grade. This final adjustment of castings of any type to their respective finished elevations, up or down a maximum of 6-inches will not be paid for separately but is included in replacing frame.

All concrete and masonry surfaces must be clean. Grease, organic matter, loose bricks, mortar, unsound concrete, roots, and other materials must be completely removed, and the top 15 inches of the structure shall be replaced with new block and adjustment rings as directed by the Engineer.

CONTRACTOR shall be responsible for excavation, backfill and compaction as needed for the replacement of manhole frames to the satisfaction of the Engineer.

All structure covers shall be adjusted such that their finished surface elevation is within ¼-inch below the finished surface sections, grades, slopes, and elevations, as directed by the Engineer. The work shall be verified using a 10-foot straight-edge placed parallel with the pavement centerline. Structures not meeting the ¼-inch tolerance shall be readjusted and finish patched, as directed by the Engineer, at the Contractor's expense.

Contractor must provide traffic control necessary for minimum 3-day cure time for concrete prior to traffic opening.

Use of cement accelerant shall be acceptable with approval of Engineer.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
**DR STRUCTURE COVER, ADJ, CASE 2,
HMA PAVEMENT**

2 of 2

Contractor will not be given any additional compensation for delays due to other utilities work. The work of coordinating with other utilities shall be paid for under the Contract Item **General Conditions, Max \$50,000**.

All covers and/or castings shall conform to the model(s) specified, as follows:

Type of Casting	EJIW No. or Engineer Approve Equal
Manhole Flange and gasket seal Cover	1040 w/ Type A

Covers shall have machined bearing surfaces. Covers shall have specified gasketed seal, no vent holes, and no bolt down. Each cover shall have City of Ann Arbor graphics and "SEWER" cast in the surface.

The Contractor shall deliver all salvaged covers and castings to the Wheeler Center City Utilities Department yard at 4251 Stone School Road (Wheeler Center) within two days of their removal.

d. MEASUREMENT AND PAYMENT

Completed work as measured for these items of work will be paid for at Contract Unit Price for the following Contract (Pay) Items:

PAY ITEM

Dr Structure Cover Adj, Case 2

PAY UNIT

Each

The unit prices for these items of work shall include all labor, materials including but not limited to the sawcutting, excavation, removal, and disposal/salvage of materials; new frame: adjustments, salvage and delivery of frame, concrete, HMA; and equipment needed to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
**DR STRUCTURE COVER, ADJ, CASE 3, OUTSIDE OF
PAVEMENT**

1 of 2

a. DESCRIPTION

This work shall consist of replacing sanitary frame for manhole structure located outside of the pavement per section 403 of the 2020 edition of the MDOT Standard Specifications, as detailed on the plans, and as specified herein.

b. MATERIALS

Materials shall meet sections 403 and 816 of the 2020 MDOT Standard Specifications

Cover and Frame Models	Diameter
1040 w/ Type A	26

c. CONSTRUCTION METHODS

General

Materials shall be stored by the Contractor at locations arranged by the Contractor, subject to the approval of the Engineer. The Contractor shall not store materials on any lawn area.

The City may direct the Contractor to adjust the structure(s) to grade. This final adjustment of castings of any type to their respective finished elevations, up or down a maximum of 6-inches will not be paid for separately but is included in replacing frame.

All concrete and masonry surfaces must be clean. Grease, organic matter, loose bricks, mortar, unsound concrete, roots, and other materials must be completely removed, and the top 15 inches of the structure shall be replaced with new block and adjustment rings as directed by the Engineer.

CONTRACTOR shall be responsible for excavation, backfill and compaction as needed for the replacement of manhole frames to the satisfaction of the Engineer.

All structure covers located within mowed surfaces shall be adjusted such that their finished surface elevation is flush with finished surface sections, grades, slopes, and elevations, as directed by the Engineer. All structure covers located within un-mowed surfaces shall be adjusted such that their finished surface elevation is proud 2" with finished surface sections, grades, slopes, and elevations, as directed by the Engineer.

The Contractor shall coordinate with the City Forester prior to the removal of any tree roots.

The Contractor will not be given any additional compensation for delays due to other utilities work. The work of coordinating with other utilities shall be paid for under the Contract Item **General Conditions, Max \$50,000.**

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
**DR STRUCTURE COVER, ADJ, CASE 3, OUTSIDE OF
PAVEMENT**

2 of 2

All structure covers shall be backfilled with Class II granular sand from the depth of excavation necessary for adjustment, up to an elevation 4-inches below the top of flange of the adjusted casting. The entire area shall be restored with 4-inches of topsoil, seed, fertilizer, and mulch blanket.

All covers and/or castings shall conform to the model(s) specified, as follows:

Type of Casting	EJIW No. or Engineer Approve Equal
Manhole Flange and gasket seal Cover	1040 w/ Type A

Covers shall have machined bearing surfaces. Covers shall have specified gasketed seal, no vent holes, and no bolt down. Each cover shall have City of Ann Arbor graphics and "SEWER" cast in the surface.

The Contractor shall deliver all salvaged covers and castings to the Wheeler Center City Utilities Department yard at 4251 Stone School Road (Wheeler Center) within two days of their removal.

d. MEASUREMENT AND PAYMENT

Completed work as measured for these items of work will be paid for at Contract Unit Price for the following Contract (Pay) Items:

PAY ITEM

Dr Structure Cover Adj, Case 3

PAY UNIT

Each

The unit prices for these items of work shall include all labor, materials including but not limited to the excavation, removal, and disposal/salvage of materials; brick, block, mortar; new frame; adjustments, salvage and delivery of frame, class II backfill, topsoil, seed, fertilizer, and mulch blanket; and equipment needed to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
**DR STRUCTURE COVER, ADJ, CASE 4, DRIVEWAY OR
SIDEWALK**

1 of 2

a. DESCRIPTION

This work shall consist of replacing sanitary frame for manhole structure located outside of the road, in a sidewalk or driveway, per section 403 of the 2020 edition of the MDOT Standard Specifications, as detailed on the plans, and as specified herein.

b. MATERIALS

Materials shall meet the requirements of sections 403, 602, 801, 803, and 1006 of the 2020 edition of the MDOT Standard Specifications.

Cover and Frame Models	Diameter
1040 w/ Type A	26 inch

c. CONSTRUCTION METHODS

General

Materials shall be stored by the Contractor at locations arranged by the Contractor, subject to the approval of the Engineer. The Contractor shall not store materials on any lawn area.

Concrete around the structure shall be sawcut and removed to the nearest joint, as needed to provide access to complete the work.

All concrete and masonry surfaces must be clean. Grease, organic matter, loose bricks, mortar, unsound concrete, roots, and other materials must be completely removed, and the top 15 inches of the structure shall be replaced with new block and adjustment rings as directed by the Engineer.

Contractor shall be responsible for excavation, backfill and compaction as needed for the replacement of manhole frames to the satisfaction of the Engineer.

All structure covers shall be adjusted such that their finished surface elevation is within ¼-inch below the finished surface sections, grades, slopes, and elevations, as directed by the Engineer.

The Contractor will not be given any additional compensation for delays due to other utilities work. The work of coordinating with other utilities shall be paid for under the Contract Item **General Conditions, Max \$50,000.**

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
**DR STRUCTURE COVER, ADJ, CASE 4, DRIVEWAY OR
SIDEWALK**

2 of 2

Excavation around the structure shall be backfilled with Class II granular sand up to a depth below the top of flange of the adjusted casting required for concrete paving of sidewalks and driveways. Driveways and sidewalks are to be constructed per Section 801 and Section 803, respectively, of the 2020 edition of the MDOT Standard Specifications.

Lawn or landscaped areas disturbed by the work shall be restored in kind.

All covers and/or castings shall conform to the model(s) specified, as follows:

Type of Casting	EJIW No. or Engineer Approve Equal
Manhole Flange and gasket seal Cover	1040 w/ Type A

Covers shall have machined bearing surfaces. Covers shall have specified gasketed seal, no vent holes and no bolt down. Each cover shall have City of Ann Arbor graphics and "SEWER" cast in the surface.

The Contractor shall deliver all salvaged covers and castings to the Wheeler Center City Utilities Department yard at 4251 Stone School Road (Wheeler Center) within two days of their removal.

d. MEASUREMENT AND PAYMENT

Completed work as measured for these items of work will be paid for at Contract Unit Price for the following Contract (Pay) Items:

PAY ITEM

Dr Structure Cover Adj, Case 4

PAY UNIT

Each

The unit prices for these items of work shall include all labor, materials including but not limited to the excavation, sawcutting, removal, and disposal/salvage of materials; brick, block, mortar; new frame; adjustments, salvage and delivery of frame, class II backfill, concrete, lawn restoration; and equipment needed to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
ADJUSTING DRAINAGE STRUCTURE, ADD DEPTH

1 of 1

a. Description. This work includes adjustments greater than 6" up to 6' of all drainage structure covers whether shown or not on the plans in accordance with section 403 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, applicable standard or special details, and as specified herein. Drainage structures are exclusively sanitary sewer manholes for this work.

b. Materials. Provide materials in accordance with those specified in subsection 403.02 of the MDOT Standard Specifications for Construction.

For sanitary sewer manhole raising, use precast concrete adjusting rings or an Engineer approved equivalent.

c. Construction. Complete this work, as applicable, according to subsection 403.03 of the MDOT 2020 Standard Specifications for Construction, as described below, and as directed by the Engineer. Miss Dig must be called minimum 3 business days prior to any excavation work.

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

Pay Item

Pay Unit

Dr Structure, Adj, Add Depth, 6" to 2' Below Grade..... Foot

Dr Structure, Add Depth, 2' to 6' Below Grade Foot

The unit prices for these items of work shall include all labor, materials including but not limited to the excavation, removal, and disposal/salvage of materials; cleaning and restoring the flow channel to pre-construction quality or better; brick, block, mortar; adjustment of frame, class II backfill, concrete, and equipment needed to perform all the work specified in the MDOT Standard Specifications and as modified by this Detailed Specification.

Where the required adjustment of a structure is more than 6 inches below the proposed finished grade of the structure but less than 2 feet below, measure and pay for it as **Dr Structure Cover, Adj, Add Depth, 6" to 2' Below Grade**. Where the required adjustment of a structure is more than 2 feet below the proposed finished grade of the structure but less than 6 feet below, measure and pay for it as **Dr Structure Cover, Adj, Add Depth, 2' to 6' Below Grade**.

Dr Structure Cover, Adj, Add Depth shall be measured by and paid to the nearest 1/10th of a foot.

Pay items include the repair of manholes and structures requiring less than the substantial rebuilding of the structure, as determined by the Engineer, and include the cost of drainage structure taps within the limits of the adjustment.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
DRAINAGE STRUCTURE, RECONSTRUCT

1 of 1

a. Description. This work includes complete reconstruction of a drainage structure build to grade including concrete footing or precast sump whether shown or not on the plans in accordance with section 403 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, applicable standard or special details including City of Ann Arbor Standard Details, and as specified herein. Drainage structures are exclusively sanitary sewer manholes for this work.

b. Materials. Provide materials in accordance with those specified in subsection 403.02 of the MDOT Standard Specifications for Construction.

For sanitary sewer manhole raising, use precast concrete adjusting rings or an Engineer approved equivalent.

c. Construction. Complete this work, as applicable, according to subsection 403.03 of the MDOT 2020 Standard Specifications for Construction, as described below, and as directed by the Engineer. Miss Dig must be called minimum 3 business days prior to any excavation work.

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

Pay Item

Pay Unit

Dr Structure, Reconstruct Each

The unit prices for these items of work shall include all labor, materials including but not limited to the excavation, removal, and disposal/salvage of materials; cleaning and restoring the flow channel to pre-construction quality or better; brick, block, mortar; adjustment of frame, class II backfill, concrete, and equipment needed to perform all the work specified in the MDOT Standard Specifications, as modified by this Detailed Specification, and in the City of Ann Arbor Standard Sewer Details.

This pay item may be used when the existing drainage structure needs removal and replacement as directed by the Engineer. Conditions of removal and replacement of a drainage structure include, but are not limited to, structural failure, adding depths greater than 6' to bring rim to grade, etc.

For a specific manhole to eligible for reconstruction, this pay item must be approved by the Engineer prior to beginning work.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
MANHOLE LOCATE, ANY METHOD

1 of 1

a. Description. This work includes locating manholes buried below grade utilizing any means as approved by the Engineer. This includes but is not limited to probing, hand digging, metal detection, televising, sonding, and ground penetrating radar.

Any clearing necessary to gain access to the buried manhole shall be in accordance with Section 201 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, except as specified herein, as shown on the Plans, as described in this Detailed Specification, and as directed by the Engineer.

All necessary permissions, easements, and permits shall be obtained prior to start of location work.

b. Materials. Provide materials and equipment necessary to locate buried manhole structures as determined by the Contractor. Materials shall include those necessary to access to the suspected location of the buried manhole and those necessary to restore any disturbances to the existing site conditions as a result of the location.

c. Construction. No substantial construction is anticipated with this pay item. Miss Dig must be called minimum 3 business days prior to any excavation work.

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

<u>Pay Item</u>	<u>Pay Unit</u>
Manhole Locate, <1' Below Grade, Any Method	Each
Manhole Locate, >1' Below Grade, Any Method	Each

The unit prices for these items of work shall include all labor, materials including but not limited to those necessary to create access to the location of the buried manhole including brush clearing, etc., equipment or tools for underground utility location, marking in a visible manner and/or uncovering the manhole, and site restoration to the satisfaction of the Engineer.

To be paid upon successful manhole location and verification, measured from grade down to rim elevation of buried cover.

Manholes beneath leaves, landscaping wood chips, etc. are not considered buried and will not be paid as such. Each manhole that is verified located by the Contractor shall be paid once and will not be paid if a re-locate is necessary. Manholes previously located by the City as specified on the plans or marked in the field shall not be eligible for this pay item.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
TRAFFIC CONTROL, MINOR
TRAFFIC CONTROL, MAJOR

1 of 3

a. DESCRIPTION

The work shall include, but is not limited to the following:

- The furnishing and operating of miscellaneous signs, warning devices, traffic regulators, flags, paddles, and cones;
- The operation of additional signs furnished by the City;
- Furnishing and installing meter bags;
- Coordinating with the City to have meter heads removed and reinstalled;
- Maintaining pedestrian traffic;
- Temporarily covering traffic controls;
- Temporarily covering existing signs as directed;
- Any and all other miscellaneous and/or incidental items which are necessary to properly perform the work.

“Traffic Control, Minor” shall be used to perform traffic control on City Minors (per ACT51) and as otherwise necessary incidental to the work.

“Traffic Control, Major” shall be used to perform traffic control on City Majors, and MDOT Trunklines (per ACT51).

Use of the “Traffic Control, Major” pay item shall be approved by the Engineer prior to implementation. A schedule and plan of the proposed traffic control measures used as part of the “Traffic Control, Major” pay item shall be submitted to and approved by the Engineer minimum one week prior to work.

This work shall consist of protecting and maintaining vehicular and pedestrian traffic, in accordance with Sections 104.11 and 812 of the of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction; Part 6 of the 11th Edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD); and the City of Ann Arbor Standard Specifications for Construction, except as modified herein.

b. MATERIALS

Materials and equipment shall meet the requirements specified in the above designated sections of the MDOT 2020 Standard Specifications for Construction.

c. METHODS OF CONSTRUCTION

The Contractor shall maintain two-way traffic on major streets, access for local traffic on local streets, and keep all intersections open to traffic at all times, unless specifically authorized in writing by the Engineer.

The Contractor shall maintain traffic such that no vehicle shall be required to drive into active work areas. Patch areas which extend more than halfway across the roadway shall be removed and replaced so as to provide a minimum of half the pavement width at all times for maintaining traffic.

The Contractor shall keep all driveways open at all times, unless specifically authorized in writing by the Engineer.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
TRAFFIC CONTROL, MINOR
TRAFFIC CONTROL, MAJOR

2 of 3

The Contractor shall maintain pedestrian traffic at all times. For maintaining normal pedestrian traffic while performing sidewalk and driveway repair, Plastic Drum, High Intensity, Lighted shall be placed by the Contractor as directed by the Engineer. The Contractor, when directed by the Engineer, shall place "Sidewalk Closed" and/or "Cross Here" signs and the cost shall be included in this pay item and will not be paid for separately.

All existing signs, and signs erected by the City of Ann Arbor on this project shall be preserved, protected, and maintained by the Contractor. The City will repair any existing City owned signs, at the Contractor's expense, which are damaged by the Contractor during the work.

The Contractor shall obtain a Traffic Detour or Lane Closure Permit from the City's Project Management Services Unit, at least 48 hours in advance of any proposed lane or street closing.

Traffic on major streets should not be impacted between the hours of 7:00 a.m. to 9:00 a.m. and from 3:30 p.m. to 6:00 p.m. without written permission from the Engineer or as specified on the Lane Closure Permit. All major changes in traffic control shall be made either between 9:00 a.m. and 3:30 p.m. or between 7:00 p.m. and 6:30 a.m. in order to minimize interference with rush hour traffic. All traffic controls must be in place and ready for traffic each day by 6:30 a.m. and 3:30 p.m.

The hours of work on all local streets are 7:00 a.m. to 8:00 p.m., Monday through Saturday, or as specified on the Lane Closure Permit. No equipment will be allowed in the street before or after these hours. Local streets may only be closed to through traffic (local access only) with written authorization of the Engineer. Work must be completed each day such that all streets are re-opened to through traffic by 8:00 p.m. unless otherwise specified, directed, or authorized in writing by the Engineer.

The Contractor shall temporarily cover conflicting traffic and/or parking signs when directed by the Engineer.

Parking violation citations issued to the Contractor, subcontractor, and material suppliers including each of their respective employees shall be enforced under appropriate City Code.

The Contractor shall replace missing or damaged traffic control devices as directed by the Engineer. When traffic control devices have been damaged by, or due to, the negligence of the Contractor, its subcontractors or material suppliers, the traffic control devices shall be replaced at the Contractor's expense.

The work for Minor Traffic Control, Modified shall include: furnishing and operating of miscellaneous signs and warning devices; furnishing cones; operating additional signs furnished by the City throughout the life of the Contract; furnishing and operating pedestrian traffic control devices; maintaining a safe trench during all non-working hours; maintaining access to all drives; covering conflicting existing signs and removal of these covers; and any and all other miscellaneous and/or incidental items which are necessary to properly perform the work.

Where there is metered parking, the Contractor shall either rent and install meter bags, or, with the Engineer's authorization, coordinate with the City Field Services to have meter heads removed and reinstalled.

The Contractor shall maintain vehicular and pedestrian traffic during the work by the use of traffic regulators, channelizing devices and signs as necessary, as directed by the Engineer, and in accordance with the 11th Edition of the MMUTCD.

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
TRAFFIC CONTROL, MINOR
TRAFFIC CONTROL, MAJOR

3 of 3

In order to maintain areas of on-street parking available for residents, the Engineer may direct the contractor to cover and uncover temporary "No Parking" signs within the project limits multiple times throughout the course of the project. Such repeated covering and uncovering of signs shall be included in this item of work and shall not be paid for separately.

d. MEASUREMENT AND PAYMENT

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

Costs for transporting barricades and other temporary traffic control devices shall be included in the bid prices for the individual items of work.

Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Control, Minor	Day
Traffic Control, Major.....	Day

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

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
**COORDINATION AND
COOPERATION WITH OTHERS AND
WORK BY OTHERS**

1 of 1

The Contractor is reminded as to the requirements of article 104.07 of the 2020 edition of the MDOT Standard Specifications, "Cooperation by the Contractor."

The Contractor shall directly coordinate their work with individual City Departments/Divisions/Units.

No additional compensation will be paid to the Contractor, and no adjustments to contract unit prices will be made, due to delays and/or the failure of others in the performance of their work, nor for delays due to the encountering of existing utilities that are, or are not, shown on the Plans.

The following Utility Owners, and others not listed specifically, may have overhead and/or underground facilities located within the Right-of-Way/Public Easements:

The City of Ann Arbor
University of Michigan (UM)
Michigan Department of Transportation (MDOT)
AT&T
Comcast
DTE Energy - Detroit Edison Company (Edison)
DTE Energy - Michigan Consolidated Gas Company
Fiber Link Inc.
Light Core (Century Tel)
MCI Communications
Windstream Communications

On all projects:

"3 Working Days before you Dig - Call MISS DIG - Toll Free" Phone No. 1-800-482-7171.

The Owners of public or private utilities which will not interfere with the completed project and which do not present a hazard to the public or an extraordinary hazard to the Contractor's operations will not be required to move their facilities on or from the street right-of-way.

Stoppages created solely by the operations of the utility companies which delay utility revisions on any portion of this project may be considered as a basis of claim for an extension of time for project completion.

Costs for this work will not be paid for separately but shall be included in the bid price of the Contract Item **General Conditions, Max \$50,000.**

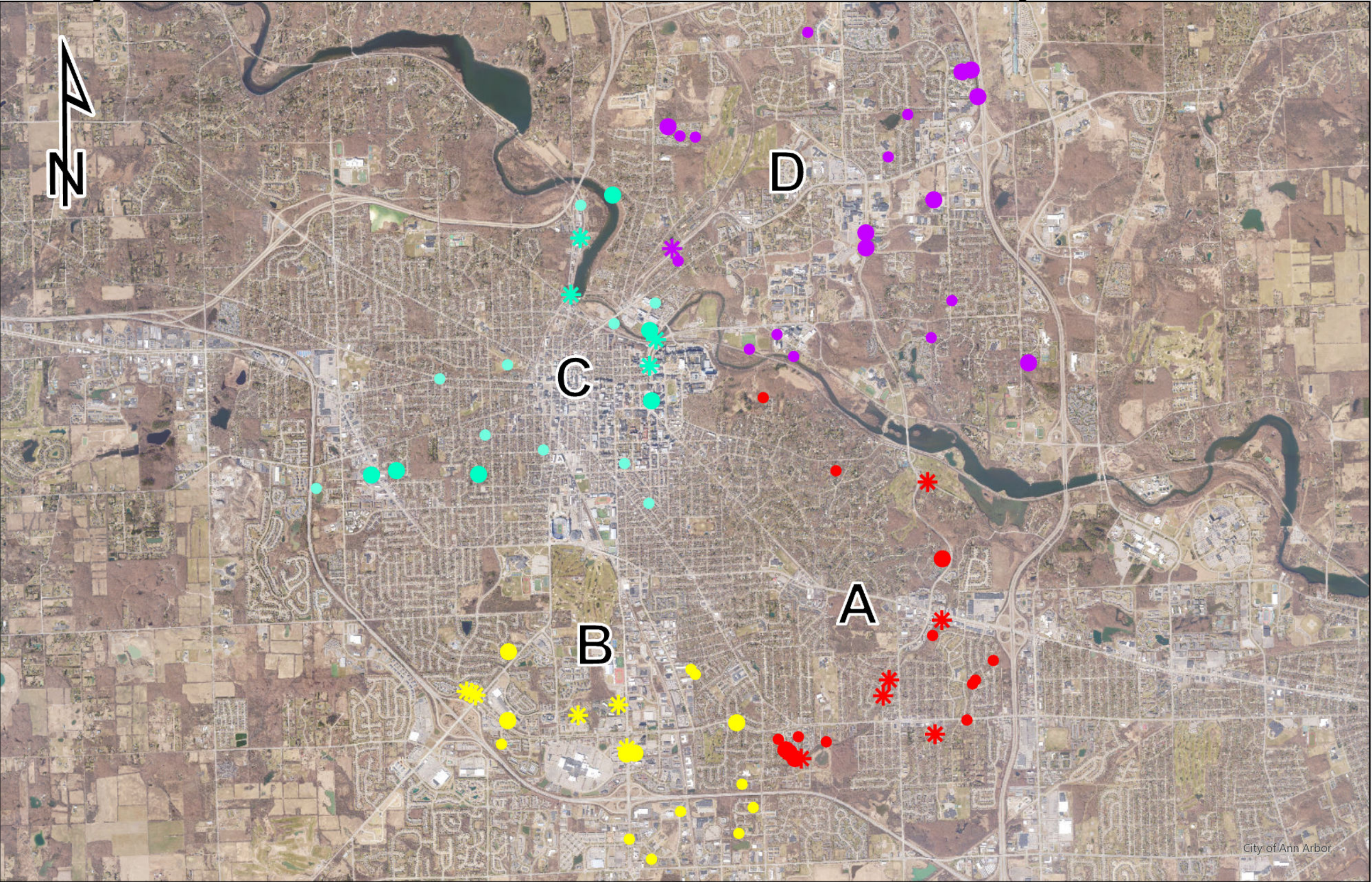
APPENDIX

Buried Sanitary Manholes

Facility ID	Location	Group	Priority	Ground Type	Crosslot
71-61125	3470 Packard	A	Low	Green Space	
71-61686	1908 Boulder Dr	A	Medium	Green Space	
71-61744	3352 Washtenaw Ave	A	High	HMA	
71-61791	2356 Parkwood Ave	A	Low	Green Space	Yes
71-61887	3390 E Huron River Dr	A	High	HMA	
71-62482	19 Revere Ct	A	High	Green Space	Yes
71-62490	2640 Lookout Cir.	A	High	Green Space	Yes
71-62575	Crosslot Sylvan Park	A	Low	Green Space	Yes
71-62576	Crosslot Sylvan Park	A	Low	Green Space	Yes
71-62582	Crosslot Sylvan Park	A	Low	Green Space	Yes
71-62873	2882 E Eisenhower Pkwy	A	Medium	HMA	
71-62979	Crosslot Birch Hollow Dr	A	Medium	Green Space	Yes
71-62980	Crosslot Mill Creek Park	A	High	Green Space	Yes
71-62981	Crosslot Homestead Commons Dr	A	Medium	Green Space	Yes
71-62982	Crosslot Homestead Commons Dr	A	Medium	Green Space	Yes
71-62985	3145 Balis Dr	A	Low	Green Space	Yes
71-62987	Crosslot 2736 Hikone Rd	A	Low	Green Space	Yes
71-62994	Crosslot 3100 Homestead commons	A	Low	Green Space	Yes
71-69589	Crosslot La Salle Dr and Fenwood Ave	A	High	Green Space	Yes
71-69755	Crosslot Mary Beth Doyle Park	A	High	Green Space	Yes
71-073122	2461 S Industrial Hwy	B	Low	Green Space	Yes
71-073195	Brookfield Dr	B	High	Green Space	
71-074140	519 Waymarket Dr	B	Low	Concrete Sidewalk	
71-079729	3995 Research Park Dr	B	Low	HMA	
71-62147	2598 Esch Ave	B	Low	Green Space	Yes
71-63036	3503 Pheasant Run Cir	B	Low	HMA	
71-63045	3641 Partridge Path	B	Low	HMA	
71-63081	2950 Birch Hollow Dr	B	Low	Green Space	
71-63210	Crosslot 3935 Research Park Dr	B	Low	Green Space	Yes
71-63420	Brookfield Dr	B	High	Green Space	
71-63421	Brookfield Dr	B	High	Green Space	
71-63578	2255 Chaucer Ct	B	Medium	Green Space	
71-64739	800 Northbrook Pl	B	Medium	Concrete Curb	
71-64764	3853 S State St	B	Low	Green Space	
71-64775	3132 S State st	B	Medium	Green Space	Yes
71-64847	State St	B	Medium	Concrete Curb	
71-64877	State St and Mall Dr	B	High	HMA	
71-64895	Briarcrest Condominums	B	High	Green Space	Yes
71-64899	Hidden Valley Club Dr	B	High	HMA	
71-073621	Oakland St	C	Low	HMA	
71-61950	Geddes Ave	C	Low	Green Space	Yes
71-63672	Adrienne Dr	C	Low	Concrete street	
71-67108	809 Mt Pleasant Ave	C	Medium	Green Space	Yes
71-67131	Crosslot 2105 W Stadium Blvd	C	Medium	Green Space	Yes
71-67136	Crosslot 1838 Ivywood Dr	C	Medium	Green Space	Yes
71-67938	1042 N Main St	C	High	Concrete sidewalk	
71-68669	1342 N Main St	C	High	Green Space	

71-68675	1380 N Main St	C	Low	Green Space	Yes
71-69944	19 Regent Dr	C	Low	Green Space	Yes
71-70187	Crosslot N University Ave	C	Medium	Green Space	Yes
71-70208	Crosslot Fuller Park	C	High	Green Space	Yes
71-70610	West Park	C	Low	Green Space	Yes
71-70819	520 Eighth St	C	Low	Green Space	
71-70971	1500 Jackson Ave	C	Low	HMA	
71-71073	553 S First st	C	Low	HMA	
71-71703	Broadway Park	C	Low	Green Space	Yes
71-71821	Catherine St & Glen Ave	C	High	HMA	
71-71840	Riverside Park	C	Medium	Green Space	Yes
71-75190	E University Ave	C	Low	HMA	
71-75197	1128 Neilsen Ct	C	Low	Concrete Sidewalk	
71-072960	1610 Dhu Varren Rd	D	Low	Green Space	
71-65026	1081 Green Rd	D	Low	Green Space	Yes
71-65278	Huron Pkwy	D	Medium	Green Space	Yes
71-65291	Huron Pkwy	D	Medium	Green Space	
71-65419	1919 Green Rd	D	Medium	Green Space	Yes
71-65583	2161 Ardenne Dr	D	Low	HMA	
71-65632	2795 Arrowwood Trl	D	Low	HMA	
71-65959	678 Green Hills dr	D	Medium	Green Space	Yes
71-66176	3086 N Foxbridge Ct	D	Low	Green Space	
71-66442	2348 Georgetown Blvd	D	Low	HMA	
71-66574	3160 Boigos Ct	D	Medium	Green Space	Yes
71-66786	Arrowwood Trl	D	Medium	Green Space	Yes
71-66815	1590 Traver St	D	High	Green Space	Yes
71-66844	Crosslot Arrowwood Trl	D	Low	Green Space	Yes
71-68601	Crosslot Argo Nature Area	D	Medium	Green Space	Yes
71-68846	2300 Fuller Ct	D	Low	Green Space	Yes
71-68870	Crosslot Mitchell Field	D	Low	Green Space	Yes
71-68981	2215 Fuller Ct	D	Low	Concrete sidewalk	
71-75198	853 Watershead Dr	D	Low	Green Space	Yes
71-75213	1540 Jones Dr	D	Low	Green Space	

City of Ann Arbor Buried Sanitary Manholes



Group, Priority

Sanitary Manholes

Group, Priority

- * A,high
- A,low
- A,medium
- * B,high
- B,low
- B,medium
- * C,high
- C,low
- C,medium
- * D,high
- D,low
- D,medium

City of Ann Arbor

NOTE: Buried manhole locations shown on map are based upon best available information and are approximate

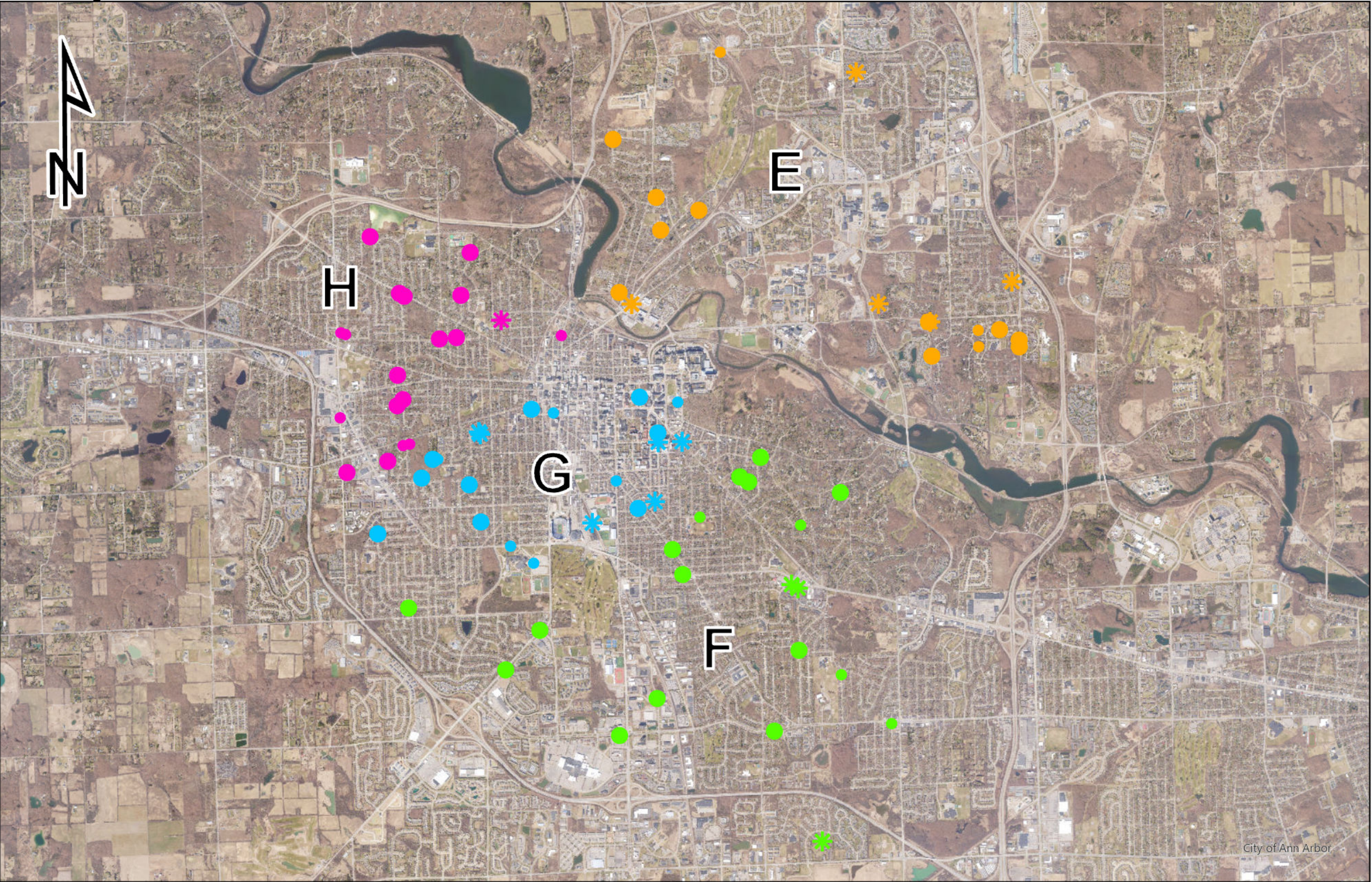


Buried Storm Manholes

Facility ID	Location	Group	Priority	Ground Type	Crosslot
92-53384	1066 Scott Pl	E	High	Green Space	
92-55048	Dhu Varren Rd	E	Low	Green Space	
92-55182	Crosslot 3831 Waldenwood Dr	E	Low	Green Space	Yes
92-55221	3995 Ridgmaar Sq	E	Medium	Green Space	
92-55222	Crosslot 3990 Ridgmaar Sq	E	Low	Green Space	Yes
92-55227	Crosslot 3668 Wellington Cross St	E	Medium	Green Space	Yes
92-55237	Crosslot 3750 Tremont Ln	E	Low	Green Space	Yes
92-55271	3990 Ridgmaar Sq	E	Medium	Green Space	
92-55389	3930 Kipling Dr	E	High	Green Space	
92-55761	Crosslot 11 Westbury Ct	E	High	Green Space	Yes
92-56099	821 Starwick Dr	E	Medium	HMA	
92-56131	Crosslot 1626 Peach St	E	Medium	Green Space	Yes
92-57678	2350 Hilldale Dr	E	Medium	Green Space	
92-58207	743 Skynob Dr	E	Medium	Green Space	
92-61854	102 Felch St	E	Low	HMA	
92-61922	1026 Maiden Lane	E	High	HMA	
92-63273	605 Long Shore Dr	E	Medium	HMA	
92-63285	Crosslot 1980 Traver Knl	E	Medium	Green Space	Yes
92-63339	3420 Glazier Way	E	Medium	Concrete Sidewalk	
92-63340	3420 Glazier Way	E	High	Concrete Sidewalk	
92-065886	Wells St Burns Park	F	Low	HMA	
92-50288	1041 Arlington Blvd	F	Medium	HMA	
92-50665	2408 Essex Rd	F	Medium	Green Space	
92-50758	2011 Medford Rd	F	High	HMA	
92-50760	2015 Medford Rd	F	High	HMA	
92-50857	3050 Rosedale St	F	Low	HMA	
92-51093	2538 Easy St	F	Low	HMA	
92-51275	Crosslot 2244 Hemlock Ct	F	High	Green Space	Yes
92-51614	2725 Boardwalk Dr	F	Medium	Green Space	
92-51922	2180 Ann Arbor Saline Rd	F	Medium	Green Space	
92-52491	1829 Hanover Rd	F	Medium	Green Space	
92-58640	2229 Melrose Ave	F	Low	HMA	
92-58709	508 Burson Pl	F	Medium	HMA	
92-58746	Crosslot 2017 Vinewood Blvd	F	Medium	Green Space	Yes
92-63017	1909 Day St	F	Medium	HMA	
92-63028	1502 Packard St	F	Medium	HMA	
92-63030	1415 E Stadium Blvd	F	Medium	Concrete Curb	
92-63049	Eisenhower Pkwy	F	Medium	Green Space	
92-63085	Eisenhower Pkwy	F	Medium	Green Space	
92-63096	Ann Arbor Saline Rd and W Oakbrook Dr	F	Medium	Green Space	
92-066032	Crosslot 1343 N University Ct	G	Low	Concrete Sidewalk	Yes

92-52270	700 W Stadium Blvd	G	Low	Green Space	
92-52635	Crosslot 1225 Van Dusen Dr	G	Medium	Green Space	Yes
92-52636	Crosslot 1225 Van Dusen Dr	G	Low	Green Space	Yes
92-52679	815 Hewett Dr	G	Medium	Green Space	
92-56373	Crosslot Eberwhite Nature Area	G	Medium	Green Space	Yes
92-56375	Crosslot Eberwhite Nature Area	G	Low	Green Space	Yes
92-58283	1437 Washtenaw Dr	G	High	Concrete Sidewalk	
92-59524	515 Church St	G	Medium	HMA	
92-60003	Crosslot 314 Second St	G	Medium	Green Space	Yes
92-60124	116 W William St	G	Low	Green Space	
92-60233	Crosslot 1014 Elder Blvd	G	High	Green Space	Yes
92-60376	Crosslot 1009 Woodbridge Blvd	G	High	Green Space	Yes
92-61284	926 Packard St	G	Medium	Green Space	
92-61520	Crosslot 334 E Hoover Ave	G	High	Green Space	Yes
92-62508	601 W Stadium Blvd	G	Low	HMA	
92-62636	207 Fletcher St	G	Medium	HMA	
92-63774	1107 Prospect St	G	High	Green Space	
92-63775	1200 S University Ave	G	High	HMA	
92-67479	900 State St	G	Low	HMA	
92-52558	2236 Runnymede Blvd	H	Medium	Green Space	
92-52621	Crosslot 1630 Arbordale Ct	H	Medium	Green Space	Yes
92-56409	1906 Peppermill Way	H	Low	HMA	
92-56411	Crosslot 875 S Maple Rd	H	Medium	Green Space	Yes
92-56415	808 Dartmoor Rd	H	Medium	Green Space	
92-56500	401 S Maple Rd	H	Low	HMA	
92-56520	1939 Jackson Pl	H	Medium	HMA	
92-56586	Crosslot 118 Allen Dr	H	Medium	Green Space	Yes
92-56603	303 Glendale Dr	H	Medium	HMA	
92-56639	1416 Arborview Blvd	H	Medium	Green Space	
92-56709	1300 Arborview Blvd	H	Medium	HMA	
92-56733	2414 Faye Dr	H	Low	HMA	
92-56831	1001 Pomona Rd	H	Medium	HMA	
92-56912	1799 Miller Ave	H	Medium	Concrete Sidewalk	
92-56938	608 Carbeck Dr	H	Low	HMA	
92-57134	Crosslot 1720 Creal Cres	H	Medium	Green Space	Yes
92-60407	725 Gott St	H	High	HMA	
92-62567	Crosslot 515 Dartmoor	H	Low	Green Space	Yes
92-63676	1785 Miller Ave	H	Medium	Green Space	
92-63842	1112 Olden Rd	H	Medium	HMA	

City of Ann Arbor Buried Storm Manholes



Group, Priority

- Group, Priority
- ✱ E, high
 - E, low
 - E, medium
 - ✱ F, high
 - F, low
 - F, medium
 - ✱ G, high
 - G, low
 - G, medium
 - ✱ H, high
 - H, low
 - H, medium

NOTE: Buried manhole locations shown on map are based upon best available information and are approximate



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 ☐ 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

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

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

Attachment F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

\$17.08 per hour

If the employer provides health care benefits*

\$19.04 per hour

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

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

ENFORCEMENT

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

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

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

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

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



ATTACHEMENT 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

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

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

MICHIGAN DEPARTMENT OF TRANSPORTATION
CERTIFIED PAYROLL

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

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

Date _____

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

do hereby state:

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

_____ on the
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ – Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	