PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 26-54

PACKARD WATER MAIN, MALLETS CREEK

City of Ann Arbor
ENGINEERING UNIT/PUBLIC SERVICES AREA

Due Date: DECEMBER 10, 2026 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 provide construction services for the Packard Water Main at Mallets Creek Crossing.

B. BID SECURITY

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

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

C. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before DECEMBER 1, 2026 at 4:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Adam Chludzinski, Project Manager, AChludzinski@a2gov.org

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

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

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

D. PRE-PROPOSAL MEETING

A **non-mandatory** pre-proposal conference for this project will be held on **NOVEMBER 20, 2026** at **10:00 a.m. at Ann Arbor City Hall, 4th Floor Conference**

Room, located at 301 East Huron Street, Ann Arbor, Michigan 48107. A virtual meeting option is available and a link to the meeting can be received by emailing Adam Chludzinski, Project Manager, at AChludzinski@a2gov.org.

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

E. PROPOSAL FORMAT

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

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

F. SELECTION CRITERIA

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

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

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

G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before December 10, 2026 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) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Proposals submitted should be clearly marked: **"RFP No. 26-54 – Packard Water Main, Mallets Creek"** and list the bidder's name and address.

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

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

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

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

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

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

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

H. DISCLOSURES

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

I. TYPE OF CONTRACT

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

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

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

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

J. NONDISCRIMINATION

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

K. WAGE REQUIREMENTS

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

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

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

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

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

L. CONFLICT OF INTEREST DISCLOSURE

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

M. COST LIABILITY

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

N. DEBARMENT

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

O. PROPOSAL PROTEST

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

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

P. SCHEDULE

The following is the schedule for this RFP process.

Activity/Event	**Anticipated Date**
Pre-Proposal Conference	Nov 20, 2026, 10:00 a.m. (Local Time)
Written Question Deadline	Dec 1, 2026, 4:00 p.m. (Local Time)
Addenda Published (if needed)	Week of November 30, 2026
Proposal Due Date	Dec 10, 2026, 11:00 a.m. (Local Time)
Expected City Council Authorizations	February 2027

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

Q. IRS FORM W-9

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

R. RESERVATION OF RIGHTS

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

8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

S. IDLEFREE ORDINANCE

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

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

(a) For any period of time while the Commercial Vehicle is unoccupied; or

(b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

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

T. ENVIRONMENTAL COMMITMENT

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

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

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

U. MAJOR SUBCONTRACTORS

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

V. LIQUIDATED DAMAGES

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

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

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

SECTION II - SCOPE OF WORK

Please see the plan set for more details.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

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

Bidders should organize Proposals into the following Sections:

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

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

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

A. Qualifications, Experience and Accountability - 20 Points

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.

2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.

3. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.

B. Workplace Safety – 20 Points

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

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

2. Provide the bidder's Experience Modification Rating ("EMR") for the last three consecutive years. Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.

3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least an authorized 10-hour OSHA Construction Safety Course.

4. For the last three years provide a copy of any documented violations and the bidder's corrective actions as a result of inspections conducted by the Michigan Occupational Safety & Health Administration (MIOSHA), U.S. Department of Labor – Occupational Safety and Health Administration (OSHA), or any other applicable safety agency.

C. Workforce Development – 20 Points

1. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.

2.. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship. USDOL apprenticeship agreements shall be disclosed to the City in the solicitation response.

3. Bidders shall disclose the number of non-craft employees who will work on the project on a 1099 basis, and the bidders shall be awarded points based on their relative reliance on 1099 work arrangements with more points assigned to companies with fewer 1099 arrangements. Bidders will acknowledge that the City may ask them to produce payroll records at points during the project to verify compliance with this section.

D. Social Equity and Sustainability – 20 Points

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

2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.

4. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

E. Schedule of Pricing/Cost – 20 Points

Company: _____

Project: PACKARD WATER MAIN AT MALLETS CREEK

Item	Description	Unit	Quantity	Unit Price	Total Price
01000.00	General Conditions, Max. $25,000	LS	1	$ _____	$ _____
01001.00	Project Supervision, Max. $12,000	LS	1	$ _____	$ _____
01002.00	Project Clean-Up and Restoration	LS	1	$ _____	$ _____
01021.00	Erosion Control, Inlet Protection, Fabric Drop	Ea	8	$ _____	$ _____
01030.00	Tree Protection Fence	Ft	250	$ _____	$ _____
01040.00	Minor Traffic Control, Max. $2,500	LS	1	$ _____	$ _____
01041.00	Traffic Regulator Control	LS	1	$ _____	$ _____
01050.00	Sign, Type B, Temp, Prismatic, Furn & Oper	Sft	265	$ _____	$ _____
01051.00	Sign, Type B, Temp, Prismatic, Special, Furn & Oper	Sft	3	$ _____	$ _____
01052.00	Temporary "No Parking" Sign	Ea	4	$ _____	$ _____
01060.00	Lighted Arrow, Type A, Furn & Oper	Ea	2	$ _____	$ _____
01070.00	Sign, Portable, Changeable Message, Furn & Oper	Ea	2	$ _____	$ _____
01080.00	Plastic Drum, High Intensity, Lighted, Furn & Oper	Ea	103	$ _____	$ _____
01081.00	Channelizer Cone, High Intensity, 42 In., Furn & Oper	Ea	60	$ _____	$ _____
01092.00	Barricade, Type III, High Intsy, Double, Lighted, Furn & Ope	Ea	12	$ _____	$ _____
01100.00	Pedestrian Type II Barricade, Temp, Furn & Oper	Ea	4	$ _____	$ _____
01103.00	Temporary Pedestrian Mat, Furn & Oper	Ft	40	$ _____	$ _____
01112.00	Pavt Mrkg Cover, Type R, Black	Ft	511	$ _____	$ _____
01127.00	Pavt Mrkg, Wet Ref, Type R, Tape, 6 In., White, Temp	Ft	1399	$ _____	$ _____
01128.00	Pavt Mrkg, Wet Ref, Type R, Tape, 6 In., Yellow, Temp	Ft	4358	$ _____	$ _____
02020.00	HMA, Any Thickness, Rem	Syd	872	$ _____	$ _____
02030.00	Curb, Gutter, and Curb and Gutter, Any Type, Rem	Ft	50	$ _____	$ _____
02040.00	Sidewalk, SW Ramp, and DW Approach, Any Thicks, Rem	Sft	290	$ _____	$ _____
03001.00	Machine Grading, Driveway	Syd	12	$ _____	$ _____
03030.01	Exploratory Excavation, SD-TD-1, (0-10' Deep)	Ea	5	$ _____	$ _____
03030.02	Exploratory Excavation, SD-TD-1, Additional Depth	Ft	5	$ _____	$ _____

TOTAL THIS PAGE 15 $ _____

(Also to be entered on Page 17)

Company: _____

Project: PACKARD WATER MAIN AT MALLETS CREEK

Item	Description	Unit	Quantity	Unit Price	Total Price
07000.02	6 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	9	$ _____	$ _____
07000.03	8 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	163	_____	_____
07000.05	12 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	192	$ _____	$ _____
07004.04	14 In., HDPE Water Main, Directional Drill	Ft	542	$ _____	$ _____
07011.02	8 In. 45° DIP Bend	Ea	2	$ _____	$ _____
07011.01	8 In. 90° DIP Bend	Ea	1	$ _____	$ _____
07013.02	12 In. 45° DIP Bend	Ea	4	$ _____	$ _____
07013.04	12 In. 11.25° DIP Bend	Ea	1	$ _____	$ _____
07020.03	8 In. X 6 In. DIP Reducer	Ea	1	$ _____	$ _____
07030.13	12 In. X 12 In. X 8 In. DIP Tee	Ea	2	$ _____	$ _____
07030.15	12 In. X 12 In. X 12 In. DIP Tee	Ea	1	$ _____	$ _____
07060.02	Gate Valve in Well, 8 In.	Ea	1	$ _____	$ _____
07060.04	Gate Valve in Well, 12 In.	Ea	2	$ _____	$ _____
07080.00	Excavate & Backfill For Water Service Tap and Lead	Ft	50	$ _____	$ _____
07100.00	Fire Hydrant Assembly, Complete	Ea	1	$ _____	$ _____
07110.01	Sacrificial Anode, 17-pound	Ea	2	$ _____	$ _____
07110.02	Sacrificial Anode, 32-pound	Ea	6	$ _____	$ _____
07130.01	Temporary Water Main Line Stop, 8 In. or less	Ea	1	$ _____	$ _____
07130.03	Temporary Water Main Line Stop, 12 In.	Ea	1	$ _____	$ _____
07131.00	Temporary Water Main Line Stop, Additional Rental Day	Ea	2	$ _____	$ _____
07140.03	Water Main Pipe, 8 In. Dia., Abandon	Ft	10	$ _____	$ _____
07140.05	Water Main Pipe, 12 In. Dia., Abandon	Ft	545	$ _____	$ _____
07141.70	1.5" Plug and Cap	Ea	1	$ _____	$ _____
07141.71	12" Plug and Cap	Ea	2	$ _____	$ _____
07160.03	Gate Valve in Box, 8 In. Dia., Abandon	Ea	1	$ _____	$ _____
07160.05	Gate Valve in Box, 12 In. Dia., Abandon	Ea	3	$ _____	$ _____

TOTAL THIS PAGE 16 $ _____

(Also to be entered on Page 17)

Company: _____

Project: PACKARD WATER MAIN AT MALLETS CREEK

Item	Description	Unit	Quantity	Unit Price	Total Price
08000.00	Subbase, CIP	Cyd	2	$ _____	$ _____
08010.03	Aggregate Base, 8 In., 21AA, CIP	Syd	873	$ _____	$ _____
08010.02	Aggregate Base, 6 In., 21AA, CIP	Syd	12	$ _____	$ _____
08060.00	HMA Hand Patch	Ton	61	$ _____	$ _____
08070.14	HMA, 4EL	Ton	223	$ _____	$ _____
08110.00	Conc, Curb or Curb & Gutter, All Types	Ft	15	$ _____	$ _____
08120.01	Conc, Driveway Opening, Type M	Ft	35	$ _____	$ _____
08130.01	Conc, Sidewalk, 4 In.	Sft	150	$ _____	$ _____
08131.01	Conc, Sidewalk, Drive Approach, or Ramp, 6 In.	Sft	110	_____	_____
08240.03	Pavt Mrkg, Waterborne, 6 In., White	Ft	450	_____	_____
08240.70	Pavt Mrkg, Waterborne, 6 In., Yellow	Ft	550	_____	_____
10060.00	Turf Restoration	Syd	100	$ _____	$ _____

TOTAL THIS PAGE 17 $ _____

TOTAL FROM PAGE 15 $ _____

TOTAL FROM PAGE 16 $ _____

TOTAL BASE 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

Detailed Specifications	DS-1 to DS-9
Appendix 1 – Geotechnical Report	APDX 1-1 to 1-27

Project Plans

Packard Water Main	Sheets 1 to 11

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]

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ANN ARBOR

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)	(Name of Principal)
By _____	By _____
(Signature)	(Signature)
Its _____	Its _____
(Title of Office)	(Title of Office)
Approved as to form:	Name and address of agent:
_____	_____
Atleen Kaur, City Attorney	_____
	_____

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 Cityentitled _____

_____

_____

____, 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)	(Name of Principal)
By _____	By _____
(Signature)	(Signature)
Its _____	Its _____
(Title of Office)	(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 l3. 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 l80 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 l0 days after written notice, the City may remove them and, if the removed material has value, may store the material

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

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

Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

Section 20 - Suspension of Work

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

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

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

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

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

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

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right To Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

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

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

(1) Defective work not remedied;

(2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;

(3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;

(4) Damage to another Contractor.

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

Section 28 - Contractor's Insurance

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

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

Required insurance policies include:

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

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

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

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

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

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

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

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

(3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and un-qualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), email address(es), and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which may be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

(4) Any Insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.

(5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.

(6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Section 43

CONTRACTOR'S DECLARATION

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

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

_____ _____

Contractor Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

Section 44

CONTRACTOR'S AFFIDAVIT

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

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

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

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

_____ _____
Contractor Date

By _____
(Signature)

Its _____
(Title of Office)

Subscribed and sworn to before me, on this _____ day of _____, 20__
_____ , _____ County, Michigan
Notary Public
_____ County, MI
My commission expires on:

STANDARD SPECIFICATIONS

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

Standard Specifications are available online:

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

DETAILED SPECIFICATIONS

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE AND PAYMENT

Description

Examination of Plans, Specifications, and Work Site

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

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

1. The Contractor shall begin the work of this project on **March 1, 2027**, and only upon receipt of the fully executed Contract and Notice to Proceed. Appropriate time extensions shall be granted if the Notice to Proceed is delayed beyond this date.

2. This Contract requires water main, resurfacing, sidewalk, and ramp replacement along with turf establishment; and shall be substantially completed on or before **June 25, 2027**.

3. The work shall be sequenced to minimize the impact on residents and traffic.

    a. Phase 1: Work Zone on north side (WB curb lane, passing lane and center turning lane) of Packard Street.
        - Phase 1 shall be paved out before MOT is switched over to Phase 2.
        - It is anticipated that flaggers will be used to manage traffic during the paving operation. Contractor shall avoid pavement operations between 7:30 and 9:30 am and 3:30-6:00 pm.
    b. Phase 2: Work Zone in center lanes (WB passing lane, center turn lane EB passing lane) of Packard Street.

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

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

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

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

- Memorial Day, May 31, 2027
- Independence Day, Sunday July 4, 2027 and Monday July 5, 2027
- Labor Day, September 6, 2027

City Council approval is expected on or before **February 28, 2027**. The Contractor shall not begin the work without approval from the Project Engineer, and in no case before the receipt of the Notice to Proceed.

Contractor will be furnished with two (2) copies of the Contract, for his/her execution, before the aforementioned City Council meeting. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance Certificate, to the City within **ten (10) days.**

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

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

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

Working in the Rain

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

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

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

Working in the Dark

The Contractor shall not work in the dark except as approved by the Engineer and only when

lighting for night work is provided as detailed elsewhere in this contract.

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

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

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

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

Measurement and Payment

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

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

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

1 of 1

AA/IVK 1/29/2026

The Contractor shall be aware of other road construction work projects within the City of Ann Arbor. The Contractor shall also be aware that other projects may be constructed within the City by other agencies or contractors that may affect work under this contract. The Contractor shall directly coordinate his/her work with individual City Departments/Divisions/Units.

The Contractor is hereby notified that the City of Ann Arbor Field Services Unit may be installing traffic control conduits, traffic signal sensors, and the like, at various locations.

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 Contractor shall not receive a time extension due to reasonable work delays resulting from other projects within the area. Refer to the Proposal for information on the required completion date and associated penalties.

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)
The Ride
AT&T
Comcast
DTE Energy - Detroit Edison Company (Edison)
DTE Energy - Michigan Consolidated Gas Company (Michcon)
Fiber Link Inc.
Light Core (Century Tel)
MCI 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.

Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions, Maximum, $_____".

CITY OF ANN ARBOR
DETAIL SPECIFICATION
FOR
WATER MAIN, HDPE, DIRECTIONAL DRILL

a. Description.- This work shall consist of using the directional drilling method of placing pipe for use as a water main. Effort shall be in accordance with 2025 Standard Specification Article 10, Section II.N., except as specified herein, and as directed by the PSAA.

b. Materials.- All materials shall meet the requirements as specified herein.

1. High Density Polyethylene Pipe (HDPE). High Density Polyethylene Pipe (HDPE) shall meet the requirements of AWWA C906 and be approved for use with potable water under ANSI/NSF Standard 14. All pipes shall be manufactured from high density PE 4710 resin, having a dimension ratio (DR) of 11 or less and a minimum interior working water pressure 200 psi. The DR is calculated as the outside diameter of the pipe divided by the minimum wall thickness. The AWWA C906 and NSF identifications must appear on the exterior wall print line of any HDPE pipe proposed for potable use and installation.

2. All HDPE pipe shall have a Ductile Iron Pipe Sized (DIPS) matching outside diameter (OD).

3. Mechanical Joint Adaptor. The mechanical joint adaptor shall be as recommended by the manufacturer, meet the requirements of AWWA C906, be approved for use with HDPE pipe, and be approved by the Engineer.

4. Fittings and Mechanical Joints. All fittings and mechanical joints shall meet the requirements of AWWA C906 and be approved for use with HDPE pipe and potable water under ANSI/NSF Standard 14.

5. Thrust Blocks. Concrete used for thrust blocks (reaction blocking) or concrete encasement of the electrofused flex restraint shall be Grade 3500 concrete meeting the requirements of the Section 1004 of the 2020 MDOT Standard Specifications for Construction.

6. Drilling Fluid. A drilling fluid of water and bentonite or a polymer may be used to lubricate and line the drilled hole.

7. Flowable Fill. Provide flowable fill in accordance with the material requirements as contained in the Standard Specification Article 5 Section II, P. “Flowable Fill.”

c. Methods of Construction.- A minimum of fourteen (14) calendar days prior to beginning actual drilling operations, the Contractor shall submit a Directional Drilling Plan for review and acceptance by the Engineer. The plan shall indicate entrance and exit locations, stationing, depth of cover, and curve data. The plan shall also describe the method to be used for handling drilling fluid and emergency procedures for containing fluids in cases of accidental discharge. Work shall not commence on any directional drilling activities until such time as the Directional Drilling Plan has been accepted by the Engineer. Contract time shall continue during the review period of the Directional Drilling Plan.

As the drilling proceeds the Contractor shall create an accurate as-built record of the alignment and elevation of the pipe with stationing.

Prior to beginning drilling operations the Contractor shall prepare the entrance and exit locations and provide adequate supplies of drilling fluid, dewatering equipment, drill rods, and boring equipment to ensure a continuous operation when drilling begins.

The Contractor shall be responsible for any sheeting and shoring, dewatering with well points where necessary, and determining types of subsurface materials, which may be found, and determining their effect on subsequent construction operations.

The minimum depth of cover at any location shall be 5.5 feet and the maximum depth of cover shall be as shown on the plans but shall be not significantly more than required to provide minimum clearance from crossing utilities. Depth of cover is measured from the finished grade to the top of the pipe.

All HDPE pipe joints shall be fusion welded butt joints. Each joint fusion shall be recorded and logged by an electronic monitoring device (data logger) affixed to the fusion machine. Joint fusion data shall be submitted to the PSAA.

The method of installation shall consist of drilling or jacking a steerable rod with equipment capable of continuous, accurate monitoring of the drill bit location. Upon reaching the exit point, the Contractor shall attach a cone or wing cutter to the rod which when pulled back will obtain the required diameter.

The diameter of the cone or wing cutter shall not exceed the diameter of the HDPE pipe by more than one and one half (1½) times. When the diameter of the cone or wing cutter is more than 2” larger than the pipe diameter, flowable fill shall be pumped into the void between the pipe and the drill hole to displace the drilling fluid.

The method of placement of the flowable fill shall be approved prior to the issuance of the permit to place pipe.

The HDPE pipe shall be connected to the rods per the manufacturer's specifications to be pulled back through the hole.

Due to the fact that linear dimensions will vary with temperature change, connections to HDPE pipe shall not be made until it has reached an equilibrium temperature with its surrounding environment. Generally this requires that the HDPE rest over night before permanent connections are made.

Restrained connections to conventional ductile iron water main, valves, or appurtenances shall be made using a mechanical joint adaptor with a stainless steel stiffener inserted, unless otherwise shown on the plans. All mechanical joints shall be in accordance with AWWA/ANSI C111/A21.11 and include the Mega-Lug Joint Restraint System.

All HDPE pipe shall be properly aligned at all transitions to conventional ductile iron pipe using a ductile iron reducer if an upsized HDPE pipe is used compared to the DI pipe diameter at the connection point. A detectable tracer wire adequate for future location efforts shall be installed the entire length of the pipeline and shall include grounding terminals at each gate well. Tracer wire should run up to the terminus of the new watermains to the tie-in points for future use.

d. Hydrostatic Pressure Testing.- After completion of each run, the HDPE pipe shall be hydrostatically tested by the Contractor in the presence of the Engineer after it has reached equilibrium temperature with the surrounding environment and prior to connections with conventional ductile iron pipe. The Contractor may elect to test both the HDPE and the Ductile Iron Pipe simultaneously.

Pressure testing shall comply with American Water Works Association (AWWA), C906 and Plastic Pipe Institute (PPI) procedures as outlined below.

Hydrostatic Test Procedure:

1. Stabilize the pressure in the pipe by pumping pipe pressure to 160 psi and holding it at that pressure for a period of 4 hours in order to allow the pipe to thermally stabilize.
2. After 4 hours, reduce the pressure by 10 psi, to 150 psi.
3. After 1 hour, read the pressure gauge.
4. If the pressure drops more than 5% from 150 psi, the test will be deemed a failure.

5. If test fails, correct leakage problems and retest.

e. Measurement and Payment.- The completed work shall be paid for at the contract unit price for the following contract item (pay item):

Contract Item (Pay Item)	**Pay Unit**
___In., HDPE Pressure Pipe Water Main, Directional Drill	Foot

___In., HDPE Pressure Pipe Water Main, Directional Drill shall include all labor, equipment, and materials required for fusion welding, excavation, dewatering, including well points where needed, bore pit and/or trench sheeting and shoring, directional drilling, assembly, furnishing proper backfill material, compaction, proper disposal off-site of excess excavated material and drilling fluid, disinfection, testing, flushing, and placing new mains in service.

___In., HDPE Pressure Pipe Water Main, Directional Drill will be measured in place by length in lineal feet along the centerline of the main with no reductions for fittings or valves. Payment for thrust blocks, restrained joints, reducer, plugs, or any other special fittings shall be considered as having been included with this pay item and will not be paid for separately.

APPENDIX

GEOTECHNICAL INVESTIGATION REPORT

2025 WATER MAIN AND RESURFACING PROJECTS

S. HURON PARKWAY, ARBORDALE/SHERWOOD STREETS,
INGALLS/KINGSLEY STREETS, & PACKARD STREET

CITY OF ANN ARBOR PROJECT NOS.
2025-009, 2025-011, 2025-012, & 2025-013
MSG PROJECT NO.: 401.2300021.013

OCTOBER 2025

PREPARED FOR:
CITY OF ANN ARBOR
301 E. HURON, 4TH FLOOR
ANN ARBOR, MICHIGAN 48104

PREPARED BY:
THE MANNIK & SMITH GROUP, INC.
2365 HAGGERTY ROAD SOUTH
CANTON, MICHIGAN 48188



Mannik Smith GROUP
2365 Haggerty Road South
Canton, Michigan 48188
Tel: 734-397-3100
Fax: 734-397-3131
www.MannikSmithGroup.com

Figure 2E: Soil Boring Location Map (Packard St.)
2025 Water Main and Resurfacing Projects
S. Huron Pkwy., Arbordale/Sherwood St., Ingalls/Kingsley St., & Packard St.
Ann Arbor, Michigan
MSG Project Number: 401.2300021.013

No Scale
Map Adapted from
Google Earth 2025 ®

N

APPENDIX B

SOIL BORING LOGS

GENERAL SOIL SAMPLE NOTES

Unless noted, all terms utilized herein refer to the Standard Definitions presented in ASTM D653.

Standard Penetration Test (ASTM D1586): A 2.0-inch outside-diameter (O.D.), 1-3/8-inch inside-diameter (I.D.) split barrel sampler is driven into undisturbed soil by means of a 140-pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven three successive 6-inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).

COHESIVE SOILS

Consistency	Approximate Range of N	Unconfined Compressive Strength (psf)
Very Soft	0 – 1	Below 500
Soft	2 – 4	500 – 1,000
Medium Stiff	5 – 8	1,000 – 2,000
Stiff	9 – 15	2,000 – 4,000
Very Stiff	16 – 30	4,000 – 8,000
Hard	31 – 50	8,000 – 16,000
Very Hard	Over 50	Over 16,000

COHESIONLESS SOILS

Density Classification	Approximate Range of N
Very Loose	0 – 4
Loose	5 – 10
Medium Dense	11 – 30
Dense	31 – 50
Very Dense	Over 50

CLASSIFICATION

The major soil constituent is the principal noun, i.e. sand, silt, gravel. The second major soil constituent and other minor constituents are reported as follows:

Second Major Constituent (percent by weight)	Minor Constituents (percent by weight)
Trace – 1% to 11%	Trace – 1% to 11%
Adjective – 12% to 35% (clayey, silty, etc.)	Little – 12% to 22%
	Some – 23% to 33%
And – Over 35%	

PARTICLE SIZES

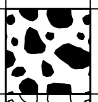
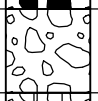
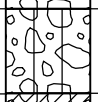
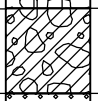
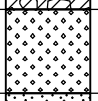
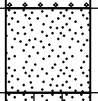
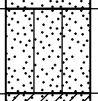
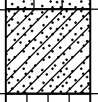
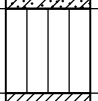
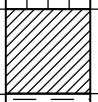
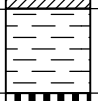
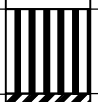
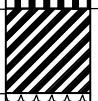
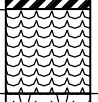
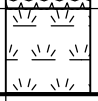
Boulders		- Greater than 12 inches (305 mm)
Cobbles		- 3 inches (76.2 mm) to 12 inches (305 mm)
Gravel:	Coarse	- ¾ inches (19.05 mm) to 3 inches (76.2 mm)
	Fine	- No.4 (4.75 mm) to ¾ inches (19.05 mm)
Sand:	Coarse	- No. 10 (2.00 mm) to No. 4 (4.75 mm)
	Medium	- No. 40 (0.425 mm) to No. 10 (2.00 mm)
	Fine	- No. 200 (0.074 mm) to No. 40 (0.425 mm)
Silt		- 0.005 mm to 0.074 mm
Clay		- Less than 0.005 mm

If clay content is sufficient so that clay dominates soil properties, clay becomes the principal noun with the other major soil constituent as modifier: i.e., silty clay. Other minor soil constituents may be included in accordance with the classification breakdown for cohesionless soils: i.e., silty clay, trace sand, little gravel.

If sand particle size is greater than 11% by weight of the total sample weight, the adjective (i.e., fine, medium or coarse) is added to the soil description for the sand portion of the sample, provided sand is the major or second major constituent.

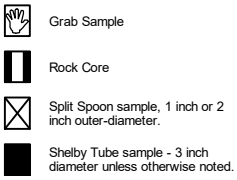
SAMPLE DESIGNATIONS

AS	Auger Sample - directly from auger flight	ST	Shelby Tube Sample - 3-inch diameter unless otherwise noted
BS	Miscellaneous Samples - Bottle or Bag	PS	Piston Sample - 3-inch diameter unless otherwise noted
MC	Macro-Core Sample - 2.25-inch O.D., 1.75-inch I.D., 5 feet long polyethylene liner	RC	Rock Core - NX core unless otherwise noted
LB	Large-Bore (Micro-Core) Sample - 1-inch diameter, 2 feet long polyethylene liner	CS	CME Continuous Sample - 5 feet long, 3-inch diameter unless otherwise noted
SS	Split Spoon Sample - 1-inch or 2-inch O.D.	HA	Hand Auger
LS	Split Spoon (SS) Sampler with 3 feet long liner insert	DP	Drive Point
NR	No Recovery	CM	Coring Machine

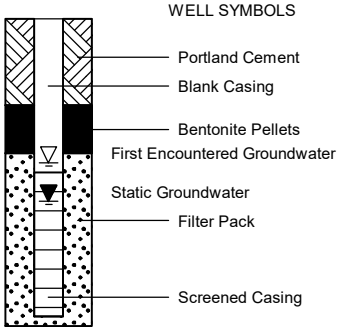
MAJOR DIVISIONS					TYPICAL NAMES
COARSE-GRAINED SOILS MORE THAN HALF IS COARSER THAN NO. 200 SIEVE	GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE	CLEAN GRAVELS WITH LESS THAN 15% FINES	GW		WELL-GRADED GRAVELS WITH OR WITHOUT SAND
			GP		POORLY-GRADED GRAVELS WITH OR WITHOUT SAND
		GRAVELS WITH 15% OR MORE FINES	GM		SILTY GRAVELS WITH OR WITHOUT SAND
			GC		CLAYEY GRAVELS WITH OR WITHOUT SAND
	SANDS MORE THAN HALF COARSE FRACTION IS FINER THAN NO. 4 SIEVE SIZE	CLEAN SANDS WITH LESS THAN 15% FINES	SW		WELL-GRADED SANDS WITH OR WITHOUT GRAVEL
			SP		POORLY-GRADED SANDS WITH OR WITHOUT GRAVEL
		SANDS WITH 15% OR MORE FINES	SM		SILTY SANDS WITH OR WITHOUT GRAVEL
			SC		CLAYEY SANDS WITH OR WITHOUT GRAVEL
FINE-GRAINED SOILS MORE THAN HALF IS FINER THAN NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT 50% OR LESS		ML		INORGANIC SILTS OF LOW TO MEDIUM PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
			CL		INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
			OL		ORGANIC SILTS OR CLAYS OF LOW TO MEDIUM PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50%		MH		INORGANIC SILTS OF HIGH PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
			CH		INORGANIC CLAYS OF HIGH PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
			OH		ORGANIC SILTS OR CLAYS OF HIGH PLASTICITY WITH OR WITHOUT SAND OR GRAVEL
HIGHLY ORGANIC SOILS			PT		PEAT AND OTHER HIGHLY ORGANIC SOILS

SYMBOLS KEY

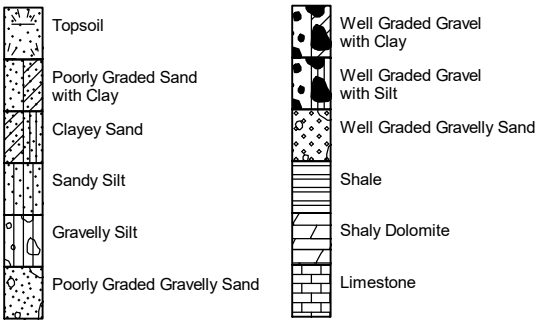
SAMPLE TYPES



WELL SYMBOLS



OTHER MATERIAL SYMBOLS



Mannik Smith GROUP

BORING / WELL LOG KEY

The Mannik & Smith Group, Inc.
2365 Haggerty Road South, Canton, MI 48188
ph: (734) 397-3100 fax: (734) 397-3131
www.manniksmithgroup.com

BOREHOLE NUMBER SB-2026-119

CLIENT City of Ann Arbor
PROJECT NAME 2025 Water Main and Resurfacing Projects
PROJECT NUMBER 401.2300021.013
PROJECT LOCATION Ann Arbor, Michigan
DATE STARTED 09-05-2025 **COMPLETED** 09-05-2025
POSITION N: 272202.7 ft E: 13302558.1 ft (NAD 1983 Michigan South (Intl Feet))
DRILLING CONTRACTOR The Mannik & Smith Group Inc.
SURFACE ELEVATION 803.0 ft **FINAL DEPTH** 10.0 ft
DRILLING METHOD Direct Push
LOGGED BY RD **CHECKED BY** CGG
EQUIPMENT Geoprobe 7822DT **Operator** JDF
REMARKS Coord. & Elev. Estimated from Google Earth.

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)
		0.5 ASPHALT - 6.5 INCHES 802.5	GB-1			
		1.4 AGGREGATE - 10 INCHES (Well-graded GRAVEL with sand) 801.6	SPT SS-1	56	25-10-4 (14)	1.00
		Lean CLAY (CL): medium stiff to stiff; brown; moist.				
5	798		SPT SS-2	50	2-3-4 (7)	1.00
		- Qu = 7294 psf	SPT SS-3	72	3-3-4 (7)	1.00
			SPT SS-4	83	4-4-7 (11)	2.00
10	793	10.0 793.0 Terminated at 10.00 ft. Reached Target Depth.				
15	788					
20	783					
25	778					

▲ N Value
● Moisture Content (%)
I Plastic/Liquid Limit (%)
□ Fines Content (%)
20 40 60 80

LEGEND:

▽ AT TIME OF DRILLING
▼ AT END OF DRILLING
▼ AFTER DRILLING

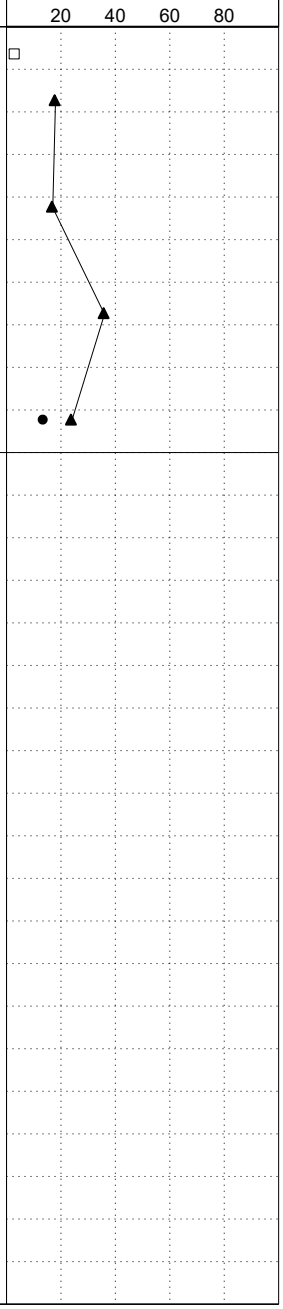
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The Mannik & Smith Group, Inc.
2365 Haggerty Road South, Canton, MI 48188
ph: (734) 397-3100 fax: (734) 397-3131
www.manniksmithgroup.com

BOREHOLE NUMBER SB-2026-120

CLIENT City of Ann Arbor
PROJECT NAME 2025 Water Main and Resurfacing Projects
PROJECT NUMBER 401.2300021.013
PROJECT LOCATION Ann Arbor, Michigan
DATE STARTED 09-05-2025 **COMPLETED** 09-05-2025
POSITION N: 272182.8 ft E: 13302579.5 ft (NAD 1983 Michigan South (Intl Feet))
DRILLING CONTRACTOR The Mannik & Smith Group Inc.
SURFACE ELEVATION 803.0 ft **FINAL DEPTH** 10.0 ft
DRILLING METHOD Direct Push
LOGGED BY RD **CHECKED BY** CGG
EQUIPMENT Geoprobe 7822DT **Operator** JDF
REMARKS Coord. & Elev. Estimated from Google Earth.

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)
		0.4 ASPHALT - 5 INCHES 802.6	GB-1			
		1.2 AGGREGATE - 10 INCHES (Poorly-graded SAND with gravel) 801.8	SPT SS-1	72	6-8-10 (18)	2.75
		Lean CLAY (CL): very stiff to hard; brown; moist.				
5	798		SPT SS-2	72	7-8-9 (17)	3.00
			SPT SS-3	56	14-17-19 (36)	2.00
		- Qu = 10238 psf	SPT SS-4	67	8-10-14 (24)	4.00
10	793	10.0 793.0 Terminated at 10.00 ft. Reached Target Depth.				
15	788					
20	783					
25	778					



LEGEND:

- ▽ AT TIME OF DRILLING
- ▼ AT END OF DRILLING
- ▼ AFTER DRILLING

Template: Master Template - Default Letter - MSG / Strip Set: Geotech Standard Log - MSG / Produced on : October 27 2025 by OpenGround

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www.manniksmithgroup.com

BOREHOLE NUMBER SB-2026-121

CLIENT City of Ann Arbor
PROJECT NAME 2025 Water Main and Resurfacing Projects
PROJECT NUMBER 401.2300021.013
PROJECT LOCATION Ann Arbor, Michigan
DATE STARTED 09-05-2025 **COMPLETED** 09-05-2025
POSITION N: 272188.8 ft E: 13302727.0 ft (NAD 1983 Michigan South (Intl Feet))
DRILLING CONTRACTOR The Mannik & Smith Group Inc.
SURFACE ELEVATION 805.0 ft **FINAL DEPTH** 6.5 ft
DRILLING METHOD Direct Push
LOGGED BY RD **CHECKED BY** CGG
EQUIPMENT Geoprobe 7822DT **Operator** JDF
REMARKS Coord. & Elev. Estimated from Google Earth.

DEPTH (ft)	ELEVATION (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)
			0.3 ASPHALT - 4 INCHES 804.7	GB-1		
			1.2 AGGREGATE - 10 INCHES 803.8			
			Well-graded SAND with silt (SW-SM): medium dense; brown; moist.	SPT SS-1	67	4-8-9 (17)
				SPT SS-2	72	9-6-6 (12)
5	800		6.0 799.0			
			6.5 Poorly-graded GRAVEL (GP): very dense; gray; moist. 798.5	SPT SS-3	100	50/6" (R)
			Terminated at 6.50 ft. Refusal.			
10	795					
15	790					
20	785					
25	780					

▲ N Value
● Moisture Content (%)
I Plastic/Liquid Limit (%)
□ Fines Content (%)

20 40 60 80

N=R

LEGEND:

▽ AT TIME OF DRILLING
▼ AT END OF DRILLING
▼ AFTER DRILLING

Template: Master Template - Default Letter - MSG / Strip Set: Geotech Standard Log - MSG / Produced on : October 27 2025 by OpenGround

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www.manniksmithgroup.com

BOREHOLE NUMBER SB-2026-122

CLIENT City of Ann Arbor
PROJECT NAME 2025 Water Main and Resurfacing Projects
PROJECT NUMBER 401.2300021.013
PROJECT LOCATION Ann Arbor, Michigan
DATE STARTED 09-05-2025 **COMPLETED** 09-05-2025
POSITION N: 272215.7 ft E: 13302833.1 ft (NAD 1983 Michigan South (Intl Feet))
DRILLING CONTRACTOR The Mannik & Smith Group Inc.
SURFACE ELEVATION 808.0 ft **FINAL DEPTH** 10.0 ft
DRILLING METHOD Direct Push
LOGGED BY RD **CHECKED BY** CGG
EQUIPMENT Geoprobe 7822DT **Operator** JDF
REMARKS Coord. & Elev. Estimated from Google Earth.

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)
		0.5 ASPHALT - 6 INCHES 807.5				
		1.3 AGGREGATE-10 INCHES (Poorly-graded GRAVEL with sand) 806.7	GB-1			
		Sandy Lean CLAY (CL): medium stiff to stiff; brown; moist.	SPT SS-1	78	7-4-4 (8)	1.00
			SPT SS-2	67	2-4-6 (10)	1.50
5	803	6.0 802.0				
		Lean CLAY (CL): very stiff; brown; moist.	SPT SS-3	78	6-8-12 (20)	3.00
			SPT SS-4	67	8-10-11 (21)	3.50
10	798	10.0 798.0				
		Terminated at 10.00 ft. Reached Target Depth.				
15	793					
20	788					
25	783					

▲ N Value
● Moisture Content (%)
I Plastic/Liquid Limit (%)
□ Fines Content (%)
20 40 60 80

LEGEND:

▽ AT TIME OF DRILLING
▼ AT END OF DRILLING
▼ AFTER DRILLING

Template: Master Template - Default Letter - MSG / Strip Set: Geotech Standard Log - MSG / Produced on : October 27 2025 by OpenGround

The Mannik & Smith Group, Inc.
2365 Haggerty Road South, Canton, MI 48188
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www.manniksmithgroup.com

BOREHOLE NUMBER SB-2026-123

CLIENT City of Ann Arbor
PROJECT NAME 2025 Water Main and Resurfacing Projects
PROJECT NUMBER 401.2300021.013
PROJECT LOCATION Ann Arbor, Michigan
DATE STARTED 09-08-2025 **COMPLETED** 09-08-2025
POSITION N: 272173.4 ft E: 13302908.6 ft (NAD 1983 Michigan South (Intl Feet))
DRILLING CONTRACTOR The Mannik & Smith Group Inc.
SURFACE ELEVATION 811.0 ft **FINAL DEPTH** 10.0 ft
DRILLING METHOD Direct Push
LOGGED BY RD **CHECKED BY** CGG
EQUIPMENT Geoprobe 7822DT **Operator** JDF
REMARKS Coord. & Elev. Estimated from Google Earth.

DEPTH (ft)	ELEVATION (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY %	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)
			0.6 ASPHALT - 7 INCHES 810.4	GB-1			
			1.2 AGGREGATE - 8 INCHES 809.8				
			Poorly-graded SAND with silt and gravel (SP-SM): loose; brown; moist.	SPT SS-1	78	10-4-3 (7)	
			3.5 807.5				
			Lean CLAY (CL): medium stiff; brown; moist.	SPT SS-2	56	4-3-3 (6)	
5	806		6.0 805.0				
			Lean CLAY (CL): very stiff to hard; brown; moist. - Qu = 10130 psf	SPT SS-3	61	6-8-9 (17)	4.50
				SPT SS-4	72	8-10-12 (22)	4.50
10	801		10.0 801.0				
			Terminated at 10.00 ft. Reached Target Depth.				
15	796						
20	791						
25	786						

▲ N Value
● Moisture Content (%)
I Plastic/Liquid Limit (%)
□ Fines Content (%)
20 40 60 80

LEGEND:

▽ AT TIME OF DRILLING
▼ AT END OF DRILLING
▼ AFTER DRILLING

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APPENDIX C

SOIL LABORATORY TEST DATA

LABORATORY TEST PROCEDURES

A brief description of the most common laboratory tests performed at the Geotechnical Engineering Laboratory at the Mannik Smith Group is provided in the following sections.

DESCRIPTION OF SOILS (VISUAL-MANUAL PROCEDURE) (ASTM D2488)
The visual classification of soil samples are performed in accordance with ASTM D2488 standard. Our engineers use this test method to describe each soil sample using visual examination and simple manual tests. Visual classification helps grouping similar soil samples so that only a minimum number of laboratory tests are required for positive soil classification.

POCKET PENETROMETER
In the pocket penetrometer test, the unconfined compressive strength of a cohesive soil sample is estimated by measuring the resistance of the sample to the penetration of a small, calibrated spring-loaded cylinder. The maximum capacity of the penetrometer is 4.5 tons per square foot.

NATURAL MOISTURE CONTENT (ASTM D2216)
Natural moisture content represents the ratio of the weight of water in a given amount of soil to the weight of solid particles. Natural moisture content is expressed as a percentage (%). In this test method the water content is measured in the laboratory by noting the weight loss after drying the soil at specific temperature for 24 hours.

ATTERBERG LIMITS (ASTM D4318)
The Atterberg Limits test is performed in accordance with ASTM D4318. Liquid Limit (LL), Plastic Limit (PL) and Plasticity Index (PI) of the soil sample are determined using this test method. The Liquid Limit is the moisture content at which the soil begins to behave as a liquid material and starts to flow. The Plastic Limit is the moisture content at which the soil changes from plastic to semi-solid stage. The Plasticity Index (PI = LL - PL) is the range of moisture content at which the soil is in a plastic stage. Typically, a soil's potential for volume change increases with increase of plasticity indices.

PARTICLE SIZE ANALYSIS (ASTM D421, D422 and D1140)
These tests are performed to determine the partial soil particle size distribution. The soil sample is prepared according to ASTM D421 test method. The amount of material finer than the openings on the No. 200 sieve (0.075 mm) is determined by wash sieve method according to ASTM D1140. The hydrometer test is used to determine particle size distribution of material finer than 0.075 mm according to ASTM D422 test method.

STANDARD PROCTOR COMPACTION TEST (ASTM D698)
The Standard Proctor compaction test is used to determine maximum dry density and optimum moisture content of the soil sample. In this test, the soil is compacted in the Proctor mold in three lifts of equal volume using a standard effort by the free falling of a 5.5 lb rammer from 12 inches above soil surface. The test procedure is repeated on samples at several different moisture contents and a parabolic graph showing the relationship between moisture content and dry density of the soil is established. The maximum dry unit weight of the compacted sample and the respective moisture content is reported as maximum dry density and optimum moisture content of the soil sample.

MODIFIED PROCTOR COMPACTION TEST (ASTM D1557)
Modified Proctor compaction is similar to the Standard Proctor test. In this test, the soil is compacted in the Proctor mold in five lifts of equal volume using a standard effort by the free falling of a 10 lb rammer from 18 inches above the soil surface. The maximum dry unit weight of the compacted sample and the respective moisture content is reported as maximum dry density and optimum moisture content of the soil sample.

LABORATORY CALIFORNIA BEARING RATIO (ASTM D1883)
The CBR value is the ratio of forces required for 0.1-inch penetration of a 2-inch diameter circular plunger at the rate of 0.05 inch/min into a compacted soil sample compared to the same penetration in a certain standard crushed stone.

LOSS ON IGNITION TEST (LOI) (ASTM D2974)
LOI tests are performed on peat or suspected organic soils. An oven-dried sample is ignited in a furnace at 440°C (Method C) or 750°C (Method D). The ash content of the soil sample is determined as a percentage of the weight of the oven-dried sample. The organic content is the loss of weight due to ignition and reported as a percentage of the weight of the oven-dried sample.

ONE-DIMENSIONAL CONSOLIDATION TEST (ASTM D2435)
The consolidation test data is used to estimate the magnitude and rate of both differential and total settlement of a structure. A one-dimensional consolidation test is performed in a consolidation ring that does not allow lateral displacement of the sample. The sample is subjected to various vertical loading and unloading cycles. The deformation of the sample due to loading and unloading is recorded and used for the plotting a void ratio-applied pressure graph. The pre-consolidation pressure for the soil can also be determined from this test.

UNCONFINED COMPRESSION TEST ON ROCK SAMPLES (ASTM D7012)
In the unconfined compression test, the unconfined compressive strength (q_u) of a rock sample is estimated by measuring the resistance of the sample in compression when an axial loading is applied to the cylindrical specimen (with a height to diameter ratio of approximately 2) to reach the failure condition.

UNCONFINED COMPRESSION TEST ON SOIL SAMPLES (ASTM D2166)
In the unconfined compression test, the unconfined compressive strength (q_u) of a cohesive soil sample is estimated by measuring the resistance of the sample in compression when an axial loading is applied to the cylindrical specimen (with a height to diameter ratio of 2 to 2.5) to reach the failure condition or 15 percent (%) of axial deformation, whichever is secured first.

UNCONSOLIDATED-UNDRAINED (UU) TRIAXIAL COMPRESSION TEST (ASTM D2850)
Triaxial Shear tests are used to determine the shear strength of soil samples under various loading conditions. The test is performed on a relatively undisturbed sample extruded from a Shelby tube. In this test method, fluid flow is not permitted into or out of the soil specimen as the load is applied (undrained condition), therefore pore pressure builds up in the sample. The compressive strength of a soil is determined in terms of the total stress. The various confining pressures help determining the shear strength of the soil at different depths.

CONSOLIDATED-UNDRAINED (CU) TRIAXIAL COMPRESSION TEST (ASTM D4767)
The shear characteristics of cohesive samples (collected from relatively undisturbed sample extruded from a Shelby tube) are measured in this test under undrained conditions. This test represents field conditions where fully consolidated soils under one set of stresses are subjected to a sudden change in stress without sufficient time for further consolidation (undrained condition). The data from this test is used to analyze the shear strength parameters of the soil at different depths. The compressive strength of a soil is reported in terms of the effective stress.

WATER SOLUBLE SULFATE, RESISTIVITY AND PH
To evaluate the corrosion potential of the site, MSG performs sulfates (Ohio DOT Supplement 1122), resistivity (ASTM G187), and pH tests (ASTM D4972) on select soil samples.

SPECIFIC GRAVITY (ASTM D854)
Specific gravity is defined as the ratio of the unit weight of soil solids only to unit weight of water at a specific temperature. MSG performs specific gravity tests for soils according to ASTM D854 test procedure.

PERMEABILITY (ASTM D2434 and ASTM D5084)
This test method covers laboratory measurements of the hydraulic conductivity (the coefficient of permeability) of water-saturated granular and cohesive materials. MSG performs multiple methods for permeability tests according to ASTM D2434 and ASTM D5084.

DIRECT SHEAR TEST (ASTM D3080)
The direct shear tests are performed to determine the maximum and residual shear strength. A horizontal load is applied at a constant rate of strain. The soil sample is placed in a box where the lower half of the box is mounted on rollers and is pushed forward at a uniform rate by a motorized apparatus. The upper half of the box bears against a steel proving ring, the deformation of which is shown on a dial gauge indicating the shear force. The various information that can be obtained from the results includes the maximum (peak) shear strength and the ultimate (residual) shear strength.

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SUMMARY OF LABORATORY RESULTS

AASHTO R18

CLIENT City of Ann Arbor **PROJECT NAME** 2025 Water Main and Resurfacing Projects

PROJECT NUMBER 401.2300021.013 **PROJECT LOCATION** Ann Arbor, Michigan

Boring No. / Sample No.	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Class-ification	Water Content (%)	Bulk Density (pcf)	Satur-ation (%)	Specific Gravity
SB-2026-108 / GB-1	0.5	NP	NP	NP	19	6	SP-SM				
SB-2026-108 / SS-3	6.0							8.8	145.1		
SB-2026-109 / SS-3	6.0				9.525	65		12.3	137.7		
SB-2026-110 / SS-4	8.5							13.8	126.0		
SB-2026-112 / SS-3	6.0				19	65		12.5	145.3		
SB-2026-113 / GB-1	0.5	NP	NP	NP	25	0	GW				
SB-2026-113 / SS-4	8.5							12.3	129.9		
SB-2026-114 / SS-3	6.0				19	64		11.7	134.5		
SB-2026-115 / GB-1	0.5	NP	NP	NP	25	1	GW				
SB-2026-115 / SS-3	6.0							12.8	137.3		
SB-2026-116 / SS-4	8.5							11.5	135.2		
SB-2026-117 / GB-1	0.5	NP	NP	NP	19	2	SP				
SB-2026-117 / SS-3	6.0							14.0	136.1		
SB-2026-118 / SS-4	8.5							11.5	137.3		
SB-2026-119 / GB-1	0.5	NP	NP	NP	25	1	GW				
SB-2026-119 / SS-3	6.0							13.2	140.3		
SB-2026-120 / GB-1	0.5	NP	NP	NP	19	3	SP				
SB-2026-120 / SS-4	8.5							13.7	139.5		
SB-2026-121 / SS-1	1.0	NP	NP	NP	19	11	SW-SM				
SB-2026-122 / GB-1	0.5	NP	NP	NP	25	3	GP				
SB-2026-123 / SS-1	1.0	NP	NP	NP	19	7	SP-SM				
SB-2026-123 / SS-3	6.0							15.1	132.1		
SB-2026-124 / GB-1	0.5	NP	NP	NP	19	4	GW				
SB-2026-124 / SS-5	13.5							17.9	132.3		
SB-2026-125 / SS-5	13.5				9.525	81					
SB-2026-125 / SS-6	18.5							18.1	135.0		
SB-2026-126 / GB-1	0.5	NP	NP	NP	25	3	SP				
SB-2026-126 / SS-3	6.0							16.6	131.6		
SB-2026-128 / SS-3	6.0							17.4	132.7		
SB-2026-128 / SS-4	8.5	NP	NP	NP	25	11	SP-SM				
SB-2026-130 / SS-3	6.0				9.525	87		15.6	129.1		
SB-2026-139 / GB-1	0.5	NP	NP	NP	19	2	GW				
SB-2026-140 / SS-3	6.0	NP	NP	NP	19	8	SW-SM				
SB-2026-141 / SS-3	6.0	NP	NP	NP	19	11	SW-SM				
SB-2026-142 / SS-3	6.0	NP	NP	NP	25	7	GP-GM				
SB-2026-143 / SS-3	6.0	NP	NP	NP	25	9	GW-GM				
SB-2026-144 / SS-1	1.0	NP	NP	NP	19	12	SW-SM				
SB-2026-145 / SS-3	6.0	NP	NP	NP	19	9	SW-SM				
SB-2026-146 / SS-3	6.0	NP	NP	NP	25	6	SP-SM				
SB-2026-147 / SS-3	6.0	NP	NP	NP	25	8	SW-SM				
SB-2026-148 / SS-1	1.0	NP	NP	NP	19	17	SM				
SB-2026-148 / SS-3	6.0	NP	NP	NP	25	12	SP-SM				
SB-2026-149 / GB-1	0.5	NP	NP	NP	25	0	GW				

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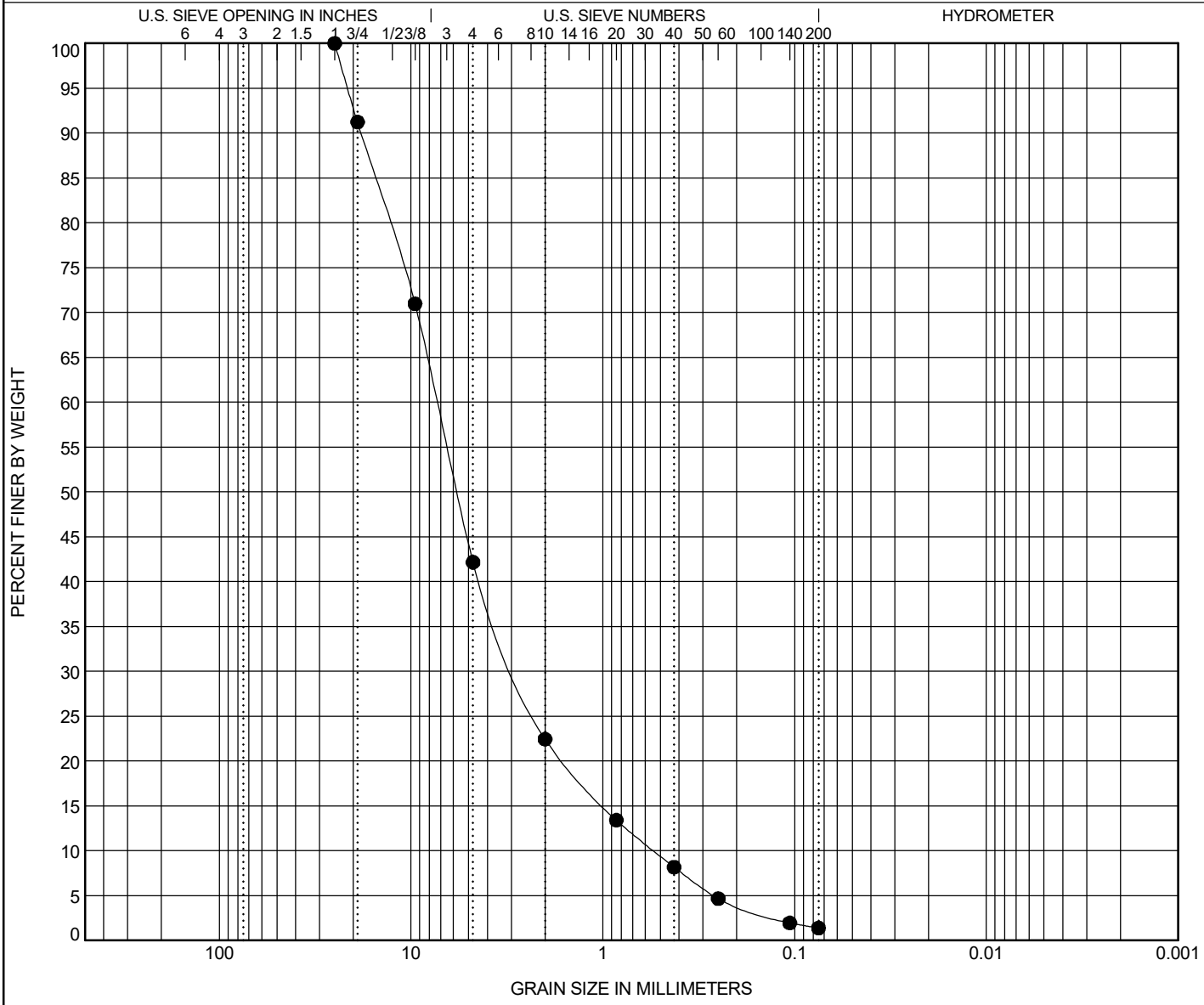
GRAIN SIZE DISTRIBUTION

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AASHTO R18

CLIENT City of Ann Arbor **PROJECT NAME** 2025 Water Main and Resurfacing Projects

PROJECT NUMBER 401.2300021.013 **PROJECT LOCATION** Ann Arbor, Michigan



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Classification	LL	PL	PI	Cc	Cu
● **SB-2026-119 / GB-1**	**0.5**	**WELL-GRADED GRAVEL with SAND (GW)**	**NP**	**NP**	**NP**	**1.96**	**13.51**

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● **SB-2026-119 / GB-1**	**0.5**	**25**	**7.307**	**2.785**	**0.541**	**57.8**	**40.8**	**1.4**	

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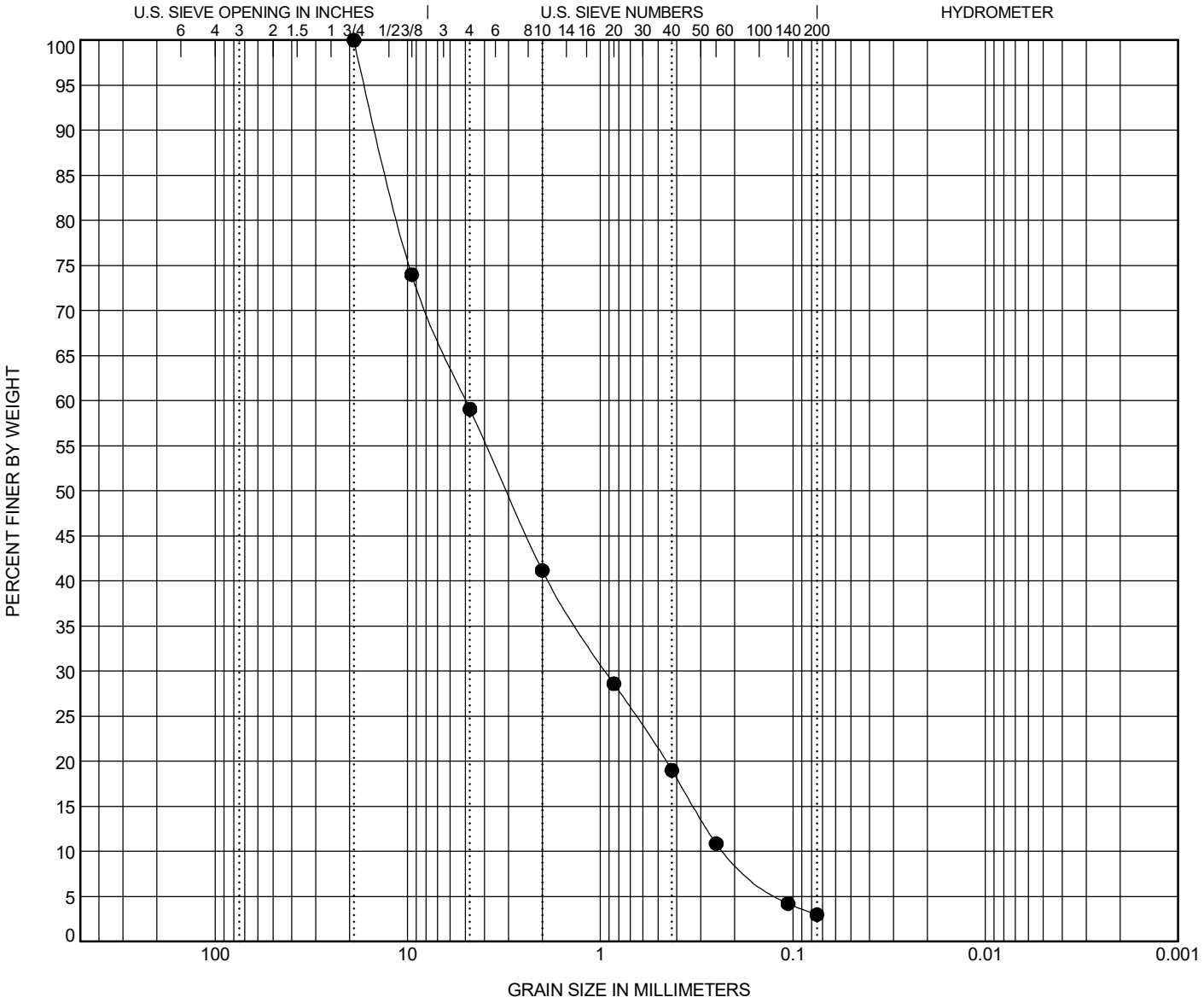
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PROJECT NUMBER 401.2300021.013 **PROJECT LOCATION** Ann Arbor, Michigan



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Classification	LL	PL	PI	Cc	Cu
● **SB-2026-120 / GB-1**	**0.5**	**POORLY GRADED SAND with GRAVEL (SP)**	**NP**	**NP**	**NP**	**0.79**	**22.20**

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● **SB-2026-120 / GB-1**	**0.5**	**19**	**4.958**	**0.934**	**0.223**	**40.9**	**56.1**	**3.0**	

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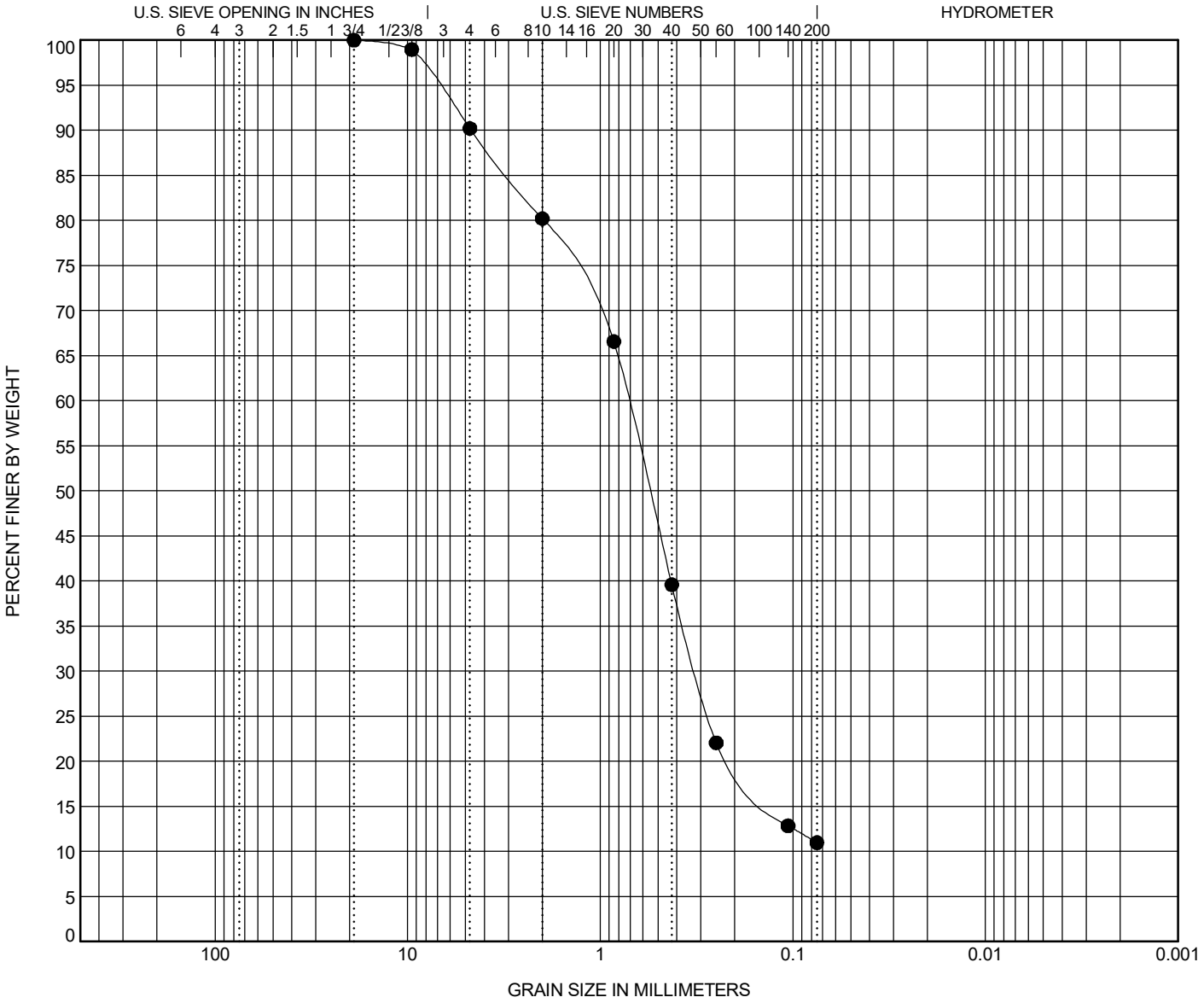
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PROJECT NUMBER 401.2300021.013 **PROJECT LOCATION** Ann Arbor, Michigan



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	**SB-2026-121 / SS-1**	**1.0**	**WELL-GRADED SAND with SILT (SW-SM)**	**NP**	**NP**	**NP**	**2.25**	**11.48**

	Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	**SB-2026-121 / SS-1**	**1.0**	**19**	**0.718**	**0.318**		**9.8**	**79.2**	**11.0**	

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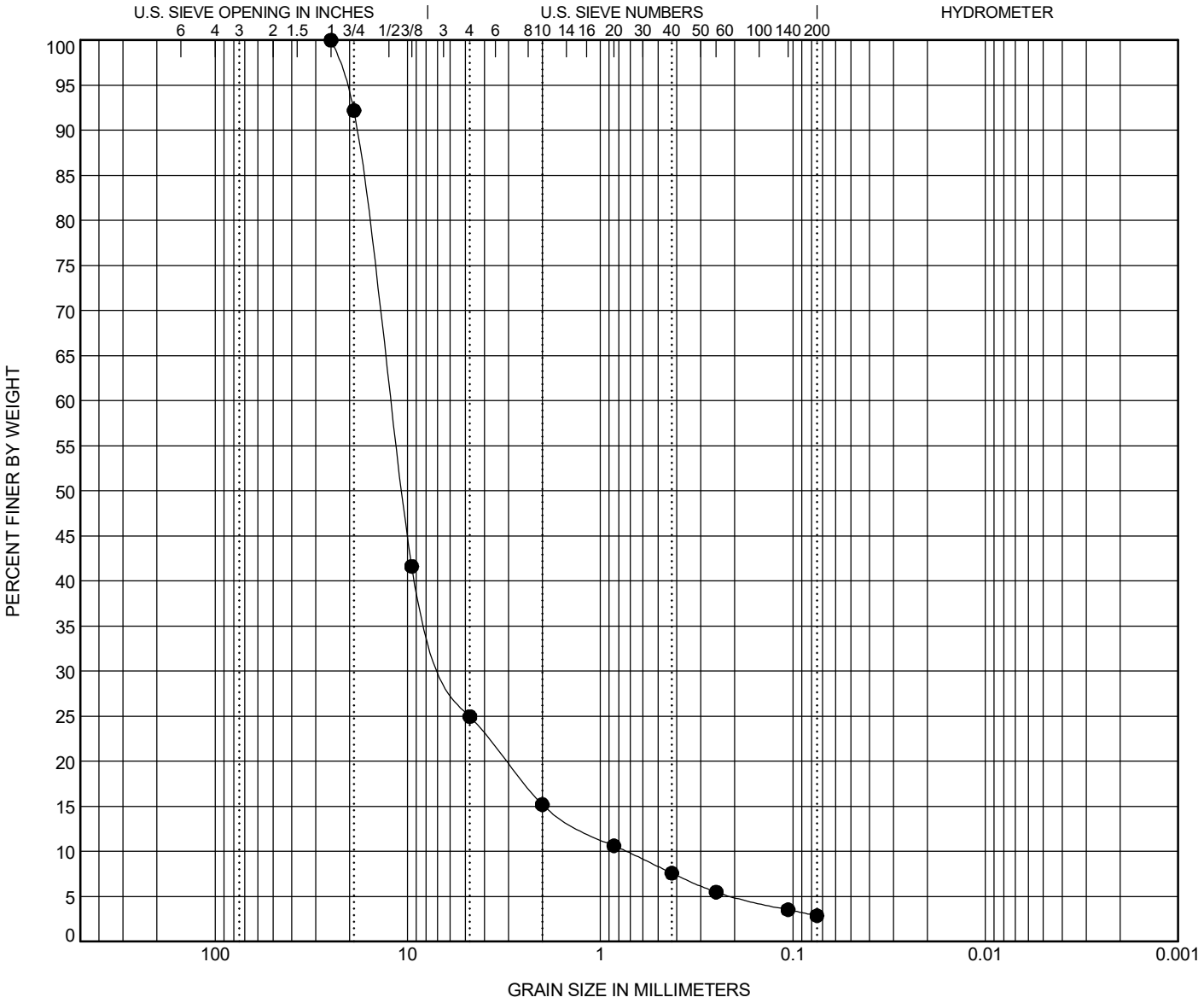
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COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Classification	LL	PL	PI	Cc	Cu
● **SB-2026-122 / GB-1**	**0.5**	**POORLY GRADED GRAVEL with SAND (GP)**	**NP**	**NP**	**NP**	**3.81**	**16.63**

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● **SB-2026-122 / GB-1**	**0.5**	**25**	**12.24**	**5.861**	**0.736**	**75.0**	**22.1**	**2.9**	

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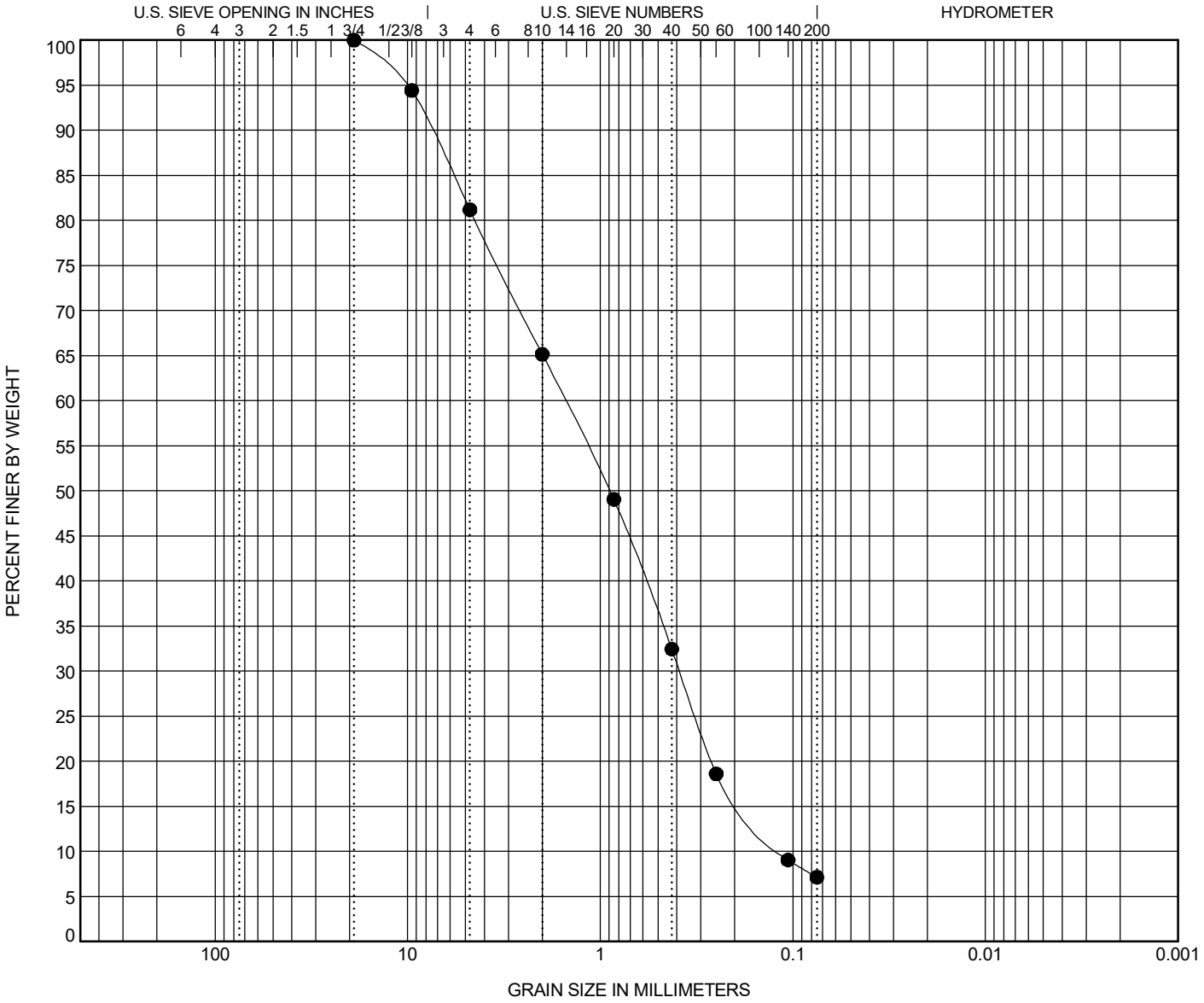
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COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Classification	LL	PL	PI	Cc	Cu
● **SB-2026-123 / SS-1**	**1.0**	**POORLY GRADED SAND with SILT and GRAVEL (SP-SM)**	**NP**	**NP**	**NP**	**0.85**	**13.17**

Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● **SB-2026-123 / SS-1**	**1.0**	**19**	**1.52**	**0.387**	**0.115**	**18.8**	**74.1**	**7.1**	

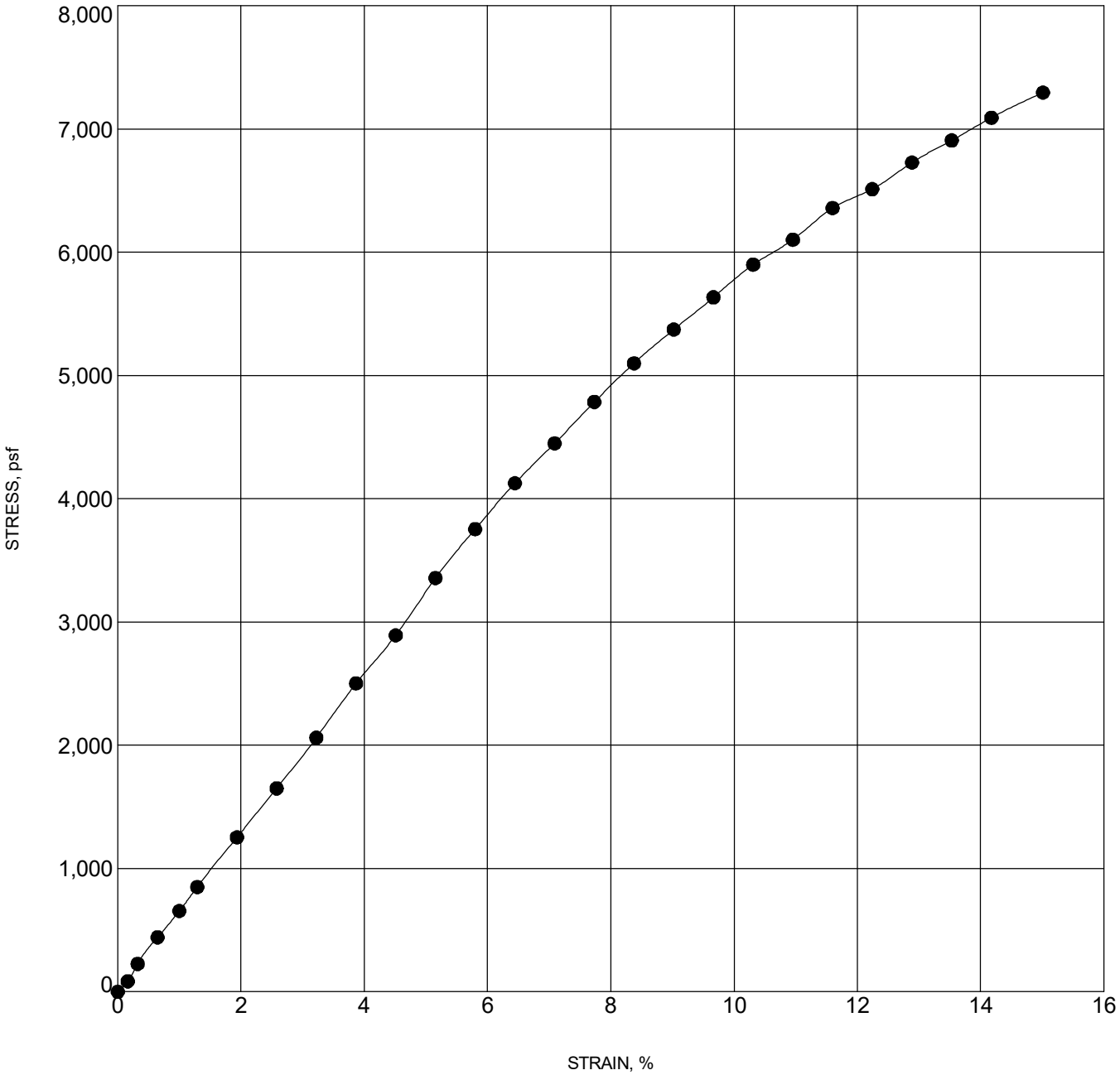
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UNCONFINED COMPRESSION TEST

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PROJECT NAME 2025 Water Main and Resurfacing Projects
PROJECT NUMBER 401.2300021.013
PROJECT LOCATION Ann Arbor, Michigan



Specimen Identification	Classification	UCS (psf)	γ_d	MC%
● **SB-2026-119 / SS-3 6.0**		**7294**	**123.9**	**13.2**

UNCONFINED - GINT STD US LAB.GDT - 10/6/25 13:44 - W:\PROJECTS\2023\401.2300001-00199\401.2300021.000\ADMIN\13 BUNDLE\GEOTECH\LAB\013 LAB TESTING WATER MAIN.GPJ

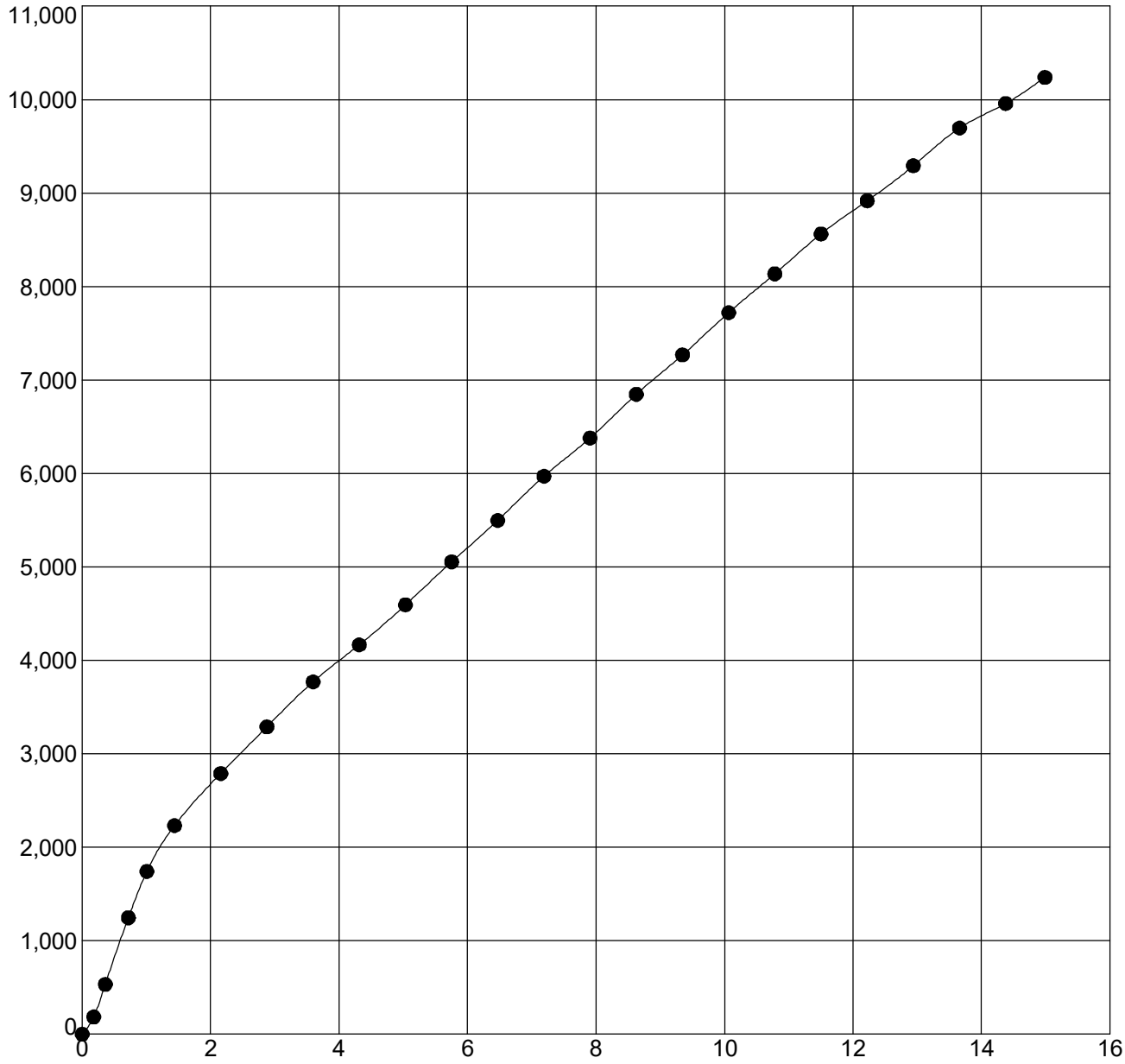
UNCONFINED COMPRESSION TEST

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Specimen Identification	Classification	UCS (psf)	γ_d	MC%
● **SB-2026-120 / SS-4 8.5**		**10238**	**122.7**	**13.7**

UNCONFINED - GINT STD US LAB.GDT - 10/6/25 13:44 - W:\PROJECTS\2023\401.2300001-00199\401.2300021.000\ADMIN\13 BUNDLE\GEOTECH\LAB\013 LAB TESTING WATER MAIN.GPJ

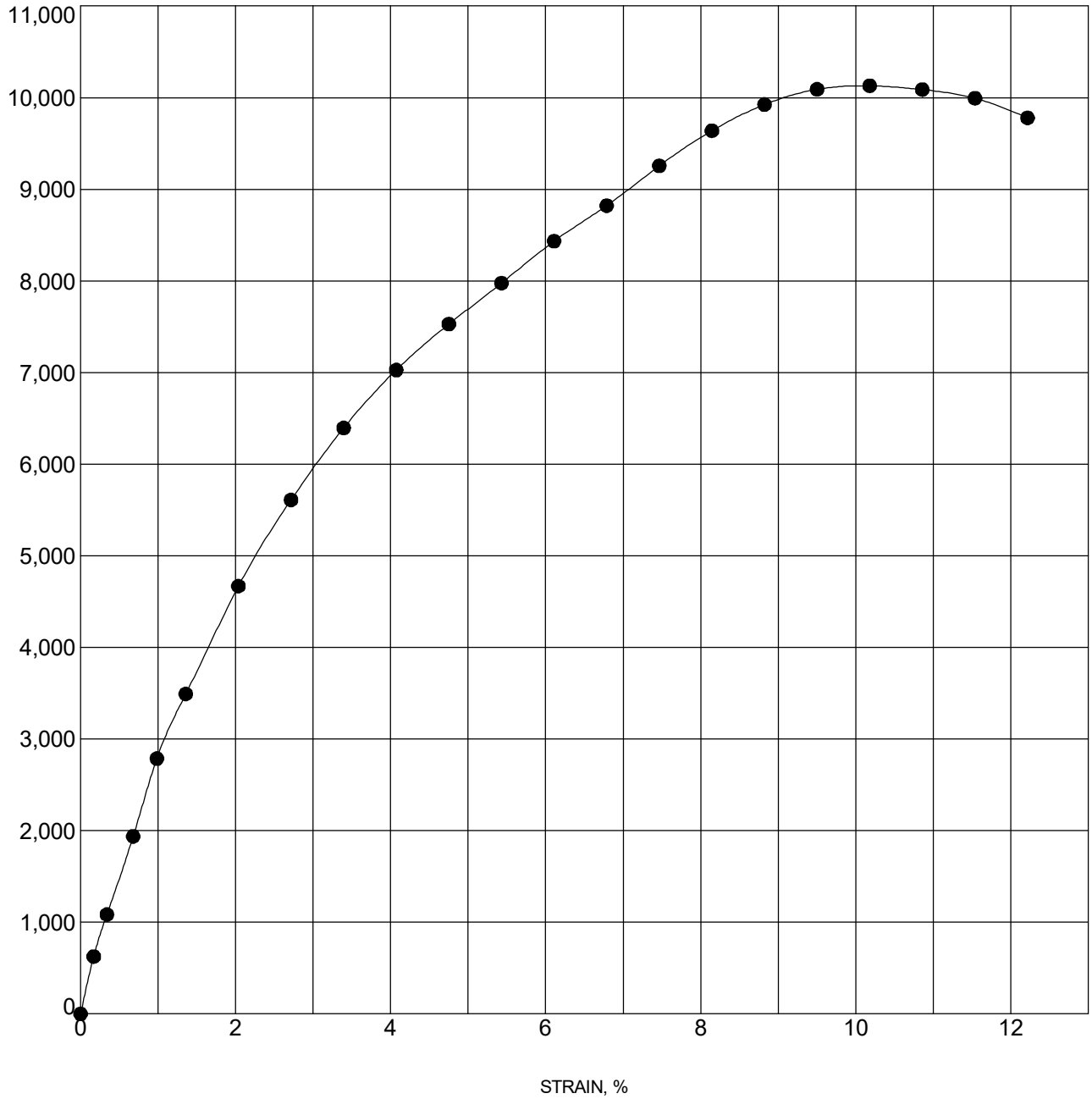
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PROJECT NUMBER 401.2300021.013 **PROJECT LOCATION** Ann Arbor, Michigan



Specimen Identification	Classification	UCS (psf)	γ_d	MC%
● **SB-2026-123 / SS-3 6.0**		**10130**	**114.8**	**15.1**

UNCONFINED - GINT STD US LAB.GDT - 10/6/25 13:45 - W:\PROJECTS\2023\401.2300001-00199\401.2300021.000\ADMIN\13 BUNDLE\GEOTECH\LAB\013 LAB TESTING WATER MAIN.GPJ

APPENDIX D

PAVEMENT CORE PHOTOGRAPHS



Photo 12: SB-2026-119 (Packard St.): 6.5-inch Asphalt



Photo 13: SB-2026-120 (Packard St.): 5-inch Asphalt



Photo 14: SB-2026-121 (Packard St.): 4-inch Asphalt



Photo 15: SB-2026-122 (Packard St.): 6-inch Asphalt

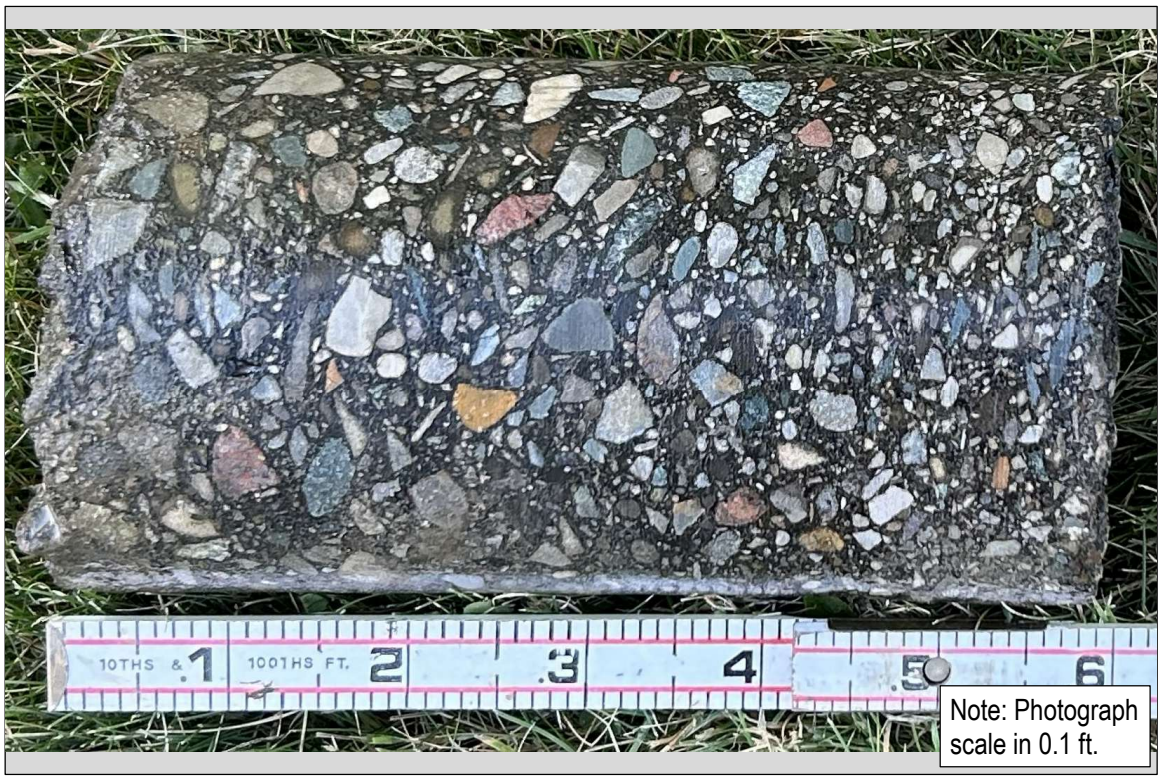


Photo 16: SB-2026-123 (Packard St.): 7-inch Asphalt

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 has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

_____
Company Name

_____
Signature of Authorized Representative Date

_____
Print Name and Title

_____
Address, City, State, Zip

_____
Phone/Email address

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

ATTACHMENT E
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

(a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as $17.42/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 $19.42/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, 2026 - ENDING APRIL 29, 2027

$17.42 per hour
If the employer provides health care benefits*

$19.42 per hour
If the employer does **NOT** provide health care benefits*

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

ENFORCEMENT

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

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

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

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

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

ATTACHMENT G

Vendor Conflict of Interest Disclosure Form

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

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

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

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

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

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

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

ATTACHMENT H

DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

(a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.

(b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.

(c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.

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

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

_____
Company Name

_____
Signature of Authorized Representative Date

_____
Print Name and Title

_____
Address, City, State, Zip

_____
Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

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
CP-347 (04/10)

MICHIGAN DEPARTMENT OF TRANSPORTATION

CERTIFIED PAYROLL

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

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE) (2) ADDRESS

(3) PAYROLL NO. (4) FOR WEEK ENDING (5) PROJECT AND LOCATION (6) CONTRACT ID

(a) EMPLOYEE INFORMATION	(b) WORK CLASSIFICATION	(c) Hour Type	(d) DAY AND DATE — HOURS WORKED ON PROJECT	(e) TOTAL HOURS ON PROJECT	(f) PROJECT RATE OF PAY	(g) PROJECT RATE OF FRINGE PAY	(h) GROSS PROJECT EARNED / GROSS WEEKLY EARNED	(i) TOTAL WEEKLY HOURS WORKED ALL JOBS	(j) DEDUCTIONS: FICA	FEDERAL	STATE		OTHER	TOTAL DEDUCT	(k) TOTAL WEEKLY WAGES PAID FOR ALL JOBS
NAME:				0			$0.00							$0.00	$0.00
ETH/GEN: ID #:	GROUP/CLASS #:	S		0											
NAME:				0			$0.00							$0.00	$0.00
ETH/GEN: ID #:	GROUP/CLASS #:	S		0											
NAME:				0			$0.00							$0.00	$0.00
ETH/GEN: ID #:	GROUP/CLASS #:	S		0											
NAME:				0			$0.00							$0.00	$0.00
ETH/GEN: ID #:	GROUP/CLASS #:	S		0											
NAME:				0			$0.00							$0.00	$0.00
ETH/GEN: ID #:	GROUP/CLASS #:	S		0											
NAME:				0			$0.00							$0.00	$0.00
ETH/GEN: ID #:	GROUP/CLASS #:	S		0											
NAME:				0			$0.00							$0.00	$0.00
ETH/GEN: ID #:	GROUP/CLASS #:	S		0											
NAME:				0			$0.00							$0.00	$0.00
ETH/GEN: ID #:	GROUP/CLASS #:	S		0											

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 Start. 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.