# ADDENDUM No. 1 ITB No. 4670

#### SEQUOIA LIFT STATIONS REPLACEMENT PROJECT

Bids Due: MAY 25, 2021 at 2:00 P.M. (Local Time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes one hundred one (101) pages.** 

Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments (if any) in its Bid by so indicating on page ITB-1 of the Invitation to Bid Form. Bids submitted without acknowledgment of receipt of this addendum may be considered nonconforming.

The following forms provided within the ITB document should be included in submitted bidsity of Ann Arbor Prevailing Wage Declaration of Compliance

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

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

#### I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the Bid document which are outlined below are referenced to a page or Section in which they appear conspicuously. The Bidder is to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

#### Section/Page(s) Change

TC-1 As updated herein:

Division 2 – Site Work, Specification section 02661 included.

Comment: Specification Section 02661 covers buried ductile iron pipe and is required for all piping installed onsite that is not exposed (i.e. in the wet well or valve vault).

C-1 As provided in ITB No. 4670 Bid Document:

Bid Form, Section 1 – Unit Price Bid Item 7 – "DTE Allowance" on page

C-1.

As updated herein:

Bid Form, Section 1 – Unit Price Bid Item 7 – "Allowance" on Pages C-1. Note 6 and 7 included: "(6.) Work includes all costs associated with bypass pumping requirements. (7.) Work includes Washtenaw County and Ann

Arbor permit costs."

Comment: The intent with this change is for costs that are expected to be included under items 6 and 7 and to indicate that all permit requirements are to be included under the allowance under item 7.

C-12 As provided in ITB No. 4670 Bid Document:

Sample Contraction, Article III – Time of Completion. "The entire work for this Contract shall be completed within 270 consecutive calendar days."

Sample Contraction, Article III – Time of Completion. "Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$800 for each calendar day of delay in the completion of all the work."

As updated herein:

Sample Contraction, Article III – Time of Completion. "The entire work for this Contract shall be completed within 300 consecutive calendar days."

Sample Contraction, Article III – Time of Completion. "Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$1000 for each calendar day of delay in the completion of all the work."

Comment: Contract extension due to required landscaping planting timeline.

Section 02661 As updated herein:

Division 2 – Site Work, Specification Section 02661 included.

Comment: Specification Section 02661 covers buried ductile iron pipe and is required for all piping installed onsite that is not exposed/flanged.

Sheet SG-01 As updated herein:

Sequoia LS CMMS Input Table included as part of Asset Management Plan.

Comment: CMMS Input Table to be updated by the Contractor following acceptance of associated equipment submittals and will be finalized on the record drawings. Addendum No. 1 changes to the drawing are clouded and include a triangle with a 1 in the interior.

Sheet SD-01 As updated herein:

Sequoia LS electrical details provided from existing record drawings. Sequoia LS Note 1 updated clarify dry can fill material following demolition for Sequoia LS #1 and #2.

Comment: Sequoia Lift Station electrical details provide information on electrical conduit located on site and include information regarding DTE power utility pole. Addendum No. 1 changes to the drawing are clouded and include a triangle with a 1 in the interior.

Sheet SC-01

As updated herein:

Sequoia LS existing civil drawing updated to include approximate contractor staging area and trees that may be removed due to staging location. Trees are to be replaced by contractor during restoration.

Note 16 included outlining required submittal of structural capacity assessment and design calculations for the existing storm sewer protection to the Engineer and Washtenaw County (sewer Owner) for approval.

Note 17 included to indicate tree replacement requirements and directs to details included on sheet SC-03.

Comment: Addendum No. 1 changes to the drawing are clouded and include a triangle with a 1 in the interior.

Sheet SC-03

As updated herein:

Updated Plant List, tree locations, and note to include two (2) new trees that are being replaced due to removal required for Contractor staging area.

Comment: Addendum No. 1 changes to the drawing are clouded and include a triangle with a 1 in the interior.

#### **II. QUESTIONS AND ANSWERS**

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the ITB. Bidders are directed to take note in their review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: Where is the Contractor Staging Area for Construction? Can the allowed staging area be included in the plans?

Answer 1:

Yes, sheet SC-01 has been updated to include the new Contractor staging area. The general location of the Contractor staging area is east of the construction zone within the boulevard. As the construction zone and Contractor staging area are located on top of or near the 66" storm sewer, structural capacity assessment and design calculations are required to be submitted by the Contractor as outlined in Note 15 on sheet SC-01. The 66" storm sewer is owned and maintained by Washtenaw County Drain Commission (WCDC). Therefore, WCDC must review and approve of all loading being subjected to the storm sewer and/or means and methods to mitigate any loading issues that may occur during construction.

Question 2: Is radon gas detection required for the duration of the project? Is detection required only during demolition within the existing station dry well cans or is detection required during any other time? It was noted during the site visit that several surrounding houses around the construction area have radon ventilation piping and fans.

- Answer 2: We have no direct knowledge of the presence of radon or to the extent of radon levels if present. We view this as a specific job-site safety issue that the Contractors Health and Safety Officer would address as part of their Health and Safety plan.
- Question 3: What is required of soil being removed offsite? Does soil need to be tested prior to removal and disposal?
- Answer 3: We are unaware of any site soil contamination, and the work area is unaffected by the Gelman Science dioxane plume. Therefore, the Contractor shall handle soil removal and disposal accordingly.
- Question 4: Can a cost estimate be provided for the Washtenaw County and Ann Arbor permits requirements for the storm drain crossing? Or can the permit costs be included in the project allowance?
- Answer 4: Yes, the bid form has been modified to indicate item 7 "Allowance" can be utilized for the Washtenaw County and Ann Arbor permits.
- Question 5: Can additional photos be provided of both the existing Sequoia #1 and #2 dry well can interiors?
- Answer 5: Yes, additional photos are attached.
- Question 6: Note 7 on plan sheet SC-01 indicates the entrance tubes for Lit Station No. 1 and 2 are to be removed to 5 feet and 16 feet below grade, respectively. For LS #2, 16 feet requires the entrance can AND pump chamber removal down to 4 feet above the base slab. Could this be reduced to 5 feet? An entrance can removal limit of 5 feet for both lift stations would result in considerable cost savings for the Owner. Otherwise, another earth retention system and considerable pavement and curb replacement would be necessary for this work which would add considerable cost to the project.
- Answer 6: No, the approximate 16' of the entrance tube and dry pit can walls for Sequoia LS #2 must be removed in order to install the new influent sewer from the new influent manhole (existing Sequoia LS #2 wet well) to the new station wet well. The invert elevation of the new influent sewer is approximately 15 feet below grade.
- Question 7: What is the approximate invert elevation of the 66-inch storm sewer in the area of the new work?
- Answer 7: Existing drawings indicate the 66-inch storm sewer invert elevation at the eastern edge of the boulevard housing the Sequoia Lift Stations (corner of the Kuehnle Ave and Sequoia Blvd at/near MH S-4 on sheet SC-04) is approximately 921.74'. From this point, the storm sewer flows downhill towards the Sequoia Lift Stations at a slope of 0.25%. MH S-4 is approximately 320 feet from the Sequoia Lift Stations and has a depth of 9.6' from grade to the outgoing pipe invert. See attached utility information for additional details.
- Question 8: What is required of the CCTV investigation of the suspected "monitoring well" and "cleanouts" on sheet SC-02?

- Answer 8: It has been confirmed that items indicated as "cleanouts" and "monitoring well" on sheets SC-01 and SC-02 are a deep and shallow groundwater monitoring well for the Gelman Science dioxane plume. Investigation no longer required (sheet not issued).
- Question 9: Can Specification 02661 below grade ductile iron pipe be provided as referenced in Specification 15060 Pipe and Pipe Fittings?
- Answer 9: Yes. Specification 02661 Buried Ductile Iron Pipe has been included in the bid documents and is attached.
- Question 10: Can we install inflatable plugs in the three pipe that enter the wet well at Sequoia Sta. #2 and let it back up to Station #1 without it flooding out anyone? Also, will Station #1 handle the flow while we are building the new station and chamber?
- Answer 10: No. The pipe coming in from the south (MH S-10) to Sequoia LS #2 cannot be plugged and will not safely backup to Sequoia LS #1. The pipes coming in from the west (MH S-1 and S28) can be plugged safely and will back into Sequoia LS #1. However, Sequoia LS #1 is not able to handle all of the incoming flows from both Sequoia LS #1 and #2 during wet weather flows. Therefore, bypass pumping is required.
- Question 1: On sheet SP-01 for the wet well rehab, it has numbers 1 and 3 for the rehab, but on the detail sheet it has the number 4 for the coating of the well. Is the coating for the repair area or for the complete wet well walls?
- Answer 11: Repair item 4 is meant to be a complete coating of the wet well walls.

Bidders are responsible for any conclusions that they may draw from the information contained in the Addendum.

#### **List of Attachments:**

- 1. Pre-Bid Meeting Minutes
- 2. Plan Holders List
- 3. Updated Front End Contract Document
- 4. Specification 02661 Buried Ductile Iron Pipe
- 5. Seguioa LS #1 and #2 Can Interior Photos
- 6. Utility Information
- 7. Updated Drawings
  - a. Cover Sheet
  - b. GP-01
  - c. SD-01
  - d. SC-01
  - e. SC-03



MAILING: PO Box 824 Bloomfield Hills, MI 48303-0824

**SHIPPING:** 555 Hulet Drive Bloomfield Hills, MI 48302-0360

PHONE: 248-454-6300 WEBSITE: hrcengr.com

# MEETING MINUTES PACKAGE 2 – SEQUOIA LIFT STATION REPLACEMENT PROJECT PRE-BID MEETING CITY OF ANN ARBOR

Date: Tuesday, April 27, 2021 HRC Job No. 20181019

Time: 1:00 P.M. Meeting Held:

**PURPOSE:** The purpose of the mandatory Pre-Bid meeting was to bring together interested parties intending to bid to the project to discuss project requirements and address questions regarding the plans and specifications.

These minutes are intended to be a summary of the questions discussed during the meeting. Any corrections and/or comments should be noted to the writer as soon as possible.

#### 1. Introductions

- a. Owner: City of Ann Arbor
  - i. Earl Kenzie Wastewater Treatment Services Unit (WWTSU) Manager
  - ii. Keith Sanders WWTSU Assistant Manager
  - iii. Chris Englert WWTSU Engineer
- b. Engineer: Hubbell, Roth & Clark
  - i. Tim Sullivan Project Manager
  - ii. Paige Hammerl Project Engineer

#### 2. Project Summary

- a. Location:
  - . Seguoia Lift Station (LS) 3020 Seguoia Parkway (Existing Seguoia LS #1 and #2 Location)
- b. Scope:
  - i. Replace Sequoia LS #1 and #2 with a new combined lift station.
  - ii. Rehabilitate and convert existing Sequoia #2 wet well (WW) to an influent manhole (MH) to new station and bulkhead existing piping to divert sewage to influent MH.
  - iii. Provide bypass pumping during construction activities.

Delhi Township 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517-694-7760 Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids 801 Broadway NW Suite 215 Grand Rapids, MI 49504 616-454-4286 Howell 105 W. Grand River Howell, MI 48843 517-552-9199 Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295 Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005 Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488

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#### c. Description:

- Existing Stations
  - 1. Sequoia LS #1 Capacity 550 gpm
  - 2. Sequoia LS #2 Capacity 445 gpm
  - 3. 6' Dia. WW (both stations)
  - 4. Dry pit / steel can station
- ii. New Combined Station
  - 1. Combined Sequoia LS Capacity 1,100 gpm
  - 2. New 10' Dia. Wet Well
  - 3. New 10' Below Grade Valve Vault

#### 3. Bidding Phase / Notice to Proceed (NTP) Schedule

- a. Formal questions are due to the City no later than end of the business day on Friday, May 7, 2021.
- b. Addendum anticipated to be issued the week of May 10, 2021 (no later than Friday).
- c. Bid opening / due date is scheduled for 2:00 P.M. Tuesday, May 25, 2021 at the City of Ann Arbor Procurement Unit (c/o Customer Services, 1st Floor, 301 East Huron St. Ann Arbor, MI 48107).
  - i. Hand delivered proposals may be dropped at the Purchasing drop box located in the Ann Street (North) vestibule of City Hall (accessible 24/7).
  - ii. No bids will be accepted after 2:00 PM
- d. Following the bid opening date, the Ann Arbor City Council is scheduled to meet 2<sup>nd</sup> week of June (6/14/2021) and will provide approval of contract at that time.
- e. Finalization of the Contract is expected for the end of July 2021.
- f. Therefore, NTP date will likely be set for early August 2021.

#### 4. Expected Addendum No. 1 Changes

- a. Addendum No. 1 will update the Contract to allot 300 days (~10 months) to complete construction.
- b. Addendum No. 1 will update the Contract to define Liquidated Damages as \$1,000 per day beyond Final Completion date.

#### 5. Contract Discussion

- a. A Sample Contract is included in the RFP document for Contractor review. This is not required to be filled out / completed with the bid submittal. It is for reviewing purposes only.
- Contactor must sign and complete the Prevailing Wage Declaration of Compliance document as part of the bid form.
  - i. Prevailing Wages will be enforced throughout the duration of the project for all Contractors.
  - ii. Wage determinations to be used for Prevailing Wage review have been included within the bid documents for "Building" and "Heavy Construction" for Contractor review.
- c. Contractor must sign and complete the Ann Arbor Non-Discrimination Ordinance document as part of the bid form.
- d. Contractor must sign and complete the Living Wage Ordinance Declaration and Compliance document as part of the bid form.
  - i. The City's requirements for living wages for the 2021 to 2022 are included within the bid documents and must be complied with throughout the duration of the project for all Contractors.
- e. The Contract must sign and complete the Vendor Conflict of Interest Disclosure Form as part of the bid form.
- f. <u>Proposals that fail to provide the required forms listed above upon bid opening may be deemed non-responsive and may not be considered for award.</u>

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- 6. Bidding Questions
  - a. Submit RFP Questions Chris Englert, cenglert@a2gov.org
  - b. Submit Purchasing Questions Colin Spencer, cspencer@a2gov.org
- 7. Miscellaneous Items
  - a. Sequence of Construction and Bypass Pumping Plan
    - i. Specification 1950 (Sequence of Construction) outlines two potential sequence of construction options. Depending on the alternative selected, the bypass pumping plan will change. During construction, a detailed bypass pumping plan must be submitted that aligns with the selected sequence of construction scenario.
  - b. Salvaged and Reinstalled Equipment
    - Salvaged equipment from the LS dry pits that are to be removed, cleaned, and turned over to the Owner include the Dehumidifier, Sump Pump, and SCADA Equipment (including existing level sensors and associated equipment).
    - ii. Equipment to be removed from the existing LS control panels and reinstalled prior to start up include the Motorola RTU units.

UIS is to be a subcontractor to the General Contractor for this project. UIS is not to work at the direction of the Owner but rather be apart of the Contractor team (Bid Form item 5).

#### Questions

- 1. Can the PowerPoint and MM be emailed to Contractors after meeting?
  - a. Yes. Documents will be emailed.
- 2. Will there be any issues with Gelman Plume contamination while dewatering onsite?
  - a. Ann Arbor to assess and submit response formally in Addendum No. 1.

Respectfully submitted,

HUBBELL, ROTH & CLARK, INC.

Paige E. Hammerl, E.I.T. Graduate Engineer II

PEH/peh

pc: All present

HRC; J.VanDeCreek, T.Sullivan, File

#### **Notice**

**Basic Information** 

0000259188 **Reference Number Issuing Organization** City of Ann Arbor

**Owner Organization** 

**Project Type** ITB - Invitation to Bid (Formal)

**Project Number** 

Title Sequoia Lift Stations ReapIcement Project

Source ID PU.AG.USA.1188.C6048051

Piggyback Solicitation No

Details

Location Washtenaw County, Michigan

Description Please review the ITB Document and Plans for further details and provide

the Required Forms outlined within the Bid with bids at the time of bid

opening.

**Dates** 

**Publication** 04/20/2021 04:21 PM EDT **Question Acceptance Deadline** 05/07/2021 02:00 PM EDT

Questions are submitted online No

**Closing Date** 05/25/2021 02:00 PM EDT

**Prebid Conference** 04/27/2021 01:00 PM EDT

**Contact Information** 

Colin Spencer

cspencer@a2gov.org

Chris Englert

cenglert@a2gov.org

**Pre-Bidding Events** 

**Event Type Prebid Conference** Attendance Recommended

**Event date** 04/27/2021 01:00 PM EDT

Location Virtual Meeting - Pre-registration required **Event Note** 

A pre-proposal meeting will be held:
When: April 27, 2021 at 1:00 p.m. (local time)
Where: Virtual meeting via Microsoft Teams – pre-registration via e-mail to CEnglert@a2gov.org is required to attend.

Attendance at this conference is highly recommended. Administrative and technical questions

regarding this project will be answered at this time. The pre-bid conference is

for information only Any answers furnished will not be official until verified in writing by the Financial

Service Area. Procurement Unit. Answers that change or substantially clarify the bid will be

affirmed in an

addendum. A site visit is planned for May 4, 2021 following the Pre-Bid Meeting. Only 6

bidding personnel

will be allowed on-site at a time. Available time slots are: 10:00 AM – 11:00 AM 11:00 AM – 12:00 PM 12:00 PM – 1:00 PM 2:00 PM – 2:00 PM 2:00 PM – 3:00 PM 2:00 PM – 3:00 PM 3:00 PM - 4:00 PM

Bidders are encouraged to reserve a time slot by contacting: Chris Englert – cenglert@a2gov.org

**Bid Submission Process Bid Submission Type** 

Physical Bid Submission

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# **Documents**

#### Documents

Document	Size	Uploaded Date	Language
ITB Document [pdf]	11 Mb	04/20/2021 04:18 PM EDT	English
Plans [pdf]	11 Mb	04/20/2021 04:18 PM EDT	English

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# Categories

#### **Selected Categories**

NIGP Categories (5)	
913	CONSTRUCTION SERVICES, HEAVY (INCL. MAINTENANCE AND REPAIR SERVICES)
91359	Construction and Upgrades, Wastewater Treatment Plant Construction and Upgrades, Wastewater Treatment Plant
91391	Maintenance and Repair, Wastewater Treatment Plant Maintenance and Repair, Wastewater Treatment Plant
91389	Maintenance and Repair, Utility/Underground Projects Maintenance and Repair, Utility/Underground Projects
91356	Construction, Utility/Underground Projects Construction, Utility/Underground Projects
91366	Maintenance and Repair, Bridges Maintenance and Repair, Bridges

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# Plan Holders List Plan Holders List

Organization Name	Main Contact	Download Date	City	Province/State
Christman Constructors Inc.	Joseph Leone	05/10/2021 09:56 AM EDT	Lansing	Michigan
D.F. BEST COMPANY, INC.	David Best	05/07/2021 09:49 AM EDT	Howell	Michigan
Lawrence M. Clarke, Inc.	Lynn Harmala	05/07/2021 09:48 AM EDT	Belleville	Michigan
Total Control LLC	Tracey McLenon	05/03/2021 10:14 AM EDT	Livonia	Michigan
Pre-Construction Media	Bharat Doshi	04/29/2021 08:53 PM EDT	West Bloomfield	Michigan
Advanced Rehabilitation Technology	Kevin Appel	04/29/2021 09:12 AM EDT	Bryan	Ohio
Officepartners360	Tim Boylan	04/23/2021 11:13 PM EDT	Pittsburgh	Pennsylvania
3.L.K. CONSTRUCTION L.L.C.	LORENZO WALKER	04/23/2021 09:49 AM EDT	DETROIT	Michigan
Turek Photography & Video	CARL TUREK	04/23/2021 09:24 AM EDT	GRAND RAPIDS	Michigan
Grand River Construction, Inc.	William Kersaan	04/22/2021 10:29 AM EDT	Hudsonville	Michigan
J.G.M. VALVE CORP.	Stephanie Johnson	04/22/2021 08:58 AM EDT	Commerce	Michigan
Materials Testing Consultants, Inc.	Vicki VanZalen	04/22/2021 07:57 AM EDT	Grand Rapids	Michigan
CSM Mechanical, LLC	Craig S. Mortz	04/22/2021 07:02 AM EDT	Fenton	Michigan
dunigan bros. inc.	Patrick Dunigan	04/21/2021 03:06 PM EDT	Jackson	Michigan
beta.inch	rashi dhaka	04/21/2021 01:12 PM EDT	delhi	
A.Z. Shmina, Inc.	Andrew Shmina	04/21/2021 12:13 PM EDT	Brighton	Michigan
Etna Supply Company	Shaun Beukema	04/21/2021 11:17 AM EDT	GRAND RAPIDS	Michigan
A & J Steel Fabrication LLC	James Quandt	04/21/2021 10:50 AM EDT	Chesterfield	Michigan
DJ Consulting	Dan Josef	04/21/2021 10:12 AM EDT	Sterling Heights	Michigan
RAM Construction Services	Kristen Wickens	04/21/2021 09:45 AM EDT	Livonia	Michigan
C & P Construction	Fernando Casasanta	04/21/2021 09:24 AM EDT	Shelby Twp	Michigan
J. Ranck Electric, Inc.	Adam Ranck	04/21/2021 08:44 AM EDT	Mt. Pleasant	Michigan
Inland Waters Pollution Control, Inc.	Lloyd Lambrix	04/21/2021 08:28 AM EDT	Detroit	Michigan
Commercial Contracting Corporation	Matt Stone	04/21/2021 08:25 AM EDT	Auburn Hills	Michigan
Reliance Building Company	R. Natzic	04/21/2021 08:25 AM EDT	Novi	Michigan
Grand River Construction, Inc.	Rick Parcheta	04/21/2021 08:24 AM EDT	Hudsonville	Michigan
Weiss Construction Co., LLC	Joe Mulville	04/21/2021 08:23 AM EDT	Novi	Michigan
Joshua Meyer, Ilc	Joshua Meyer	04/21/2021 08:21 AM EDT	Veneta	Oregon
Z Contractors, Inc.	Blake Zapczynski	04/21/2021 08:20 AM EDT	Shelby Township	Michigan
Universal Consolidated Enterprises	Bradley Wolfbauer	04/21/2021 08:03 AM EDT	Roseville	Michigan

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Organization Name	Main Contact	Download Date	City	Province/State
Shaw Electric Company	Kevin Bielski	04/21/2021 07:46 AM EDT	Southfield	Michigan
M-K Construction Company Inc.	Mark Kobolak	04/21/2021 07:33 AM EDT	Brownstown	Michigan
E.T. MacKenzie Company	Michael Marks	04/21/2021 05:53 AM EDT	Grand Ledge	Michigan
Nationwide Construction Group	Scott Keller	04/21/2021 05:28 AM EDT	Richmond	Michigan
North America Procurement Council, Inc. PBC	Tim Loncarich	04/21/2021 01:36 AM EDT	Grand Junction	Colorado
Michigan Concrete Association	Daniel DeGraaf	04/20/2021 10:06 PM EDT	Okemos	Michigan
AD	SDF SD	04/20/2021 08:59 PM EDT	DD	Alabama
Rauhorn Electric, Inc.	Scott Finkbeiner	04/20/2021 05:33 PM EDT	Bruce Township	Michigan
Cyr Electric	David Cyr	04/20/2021 05:33 PM EDT	Highland	Michigan
GM & SONS, INC.	Karl Schweitzer	04/20/2021 05:28 PM EDT	Novi	Michigan
Spence Brothers	Laurie Dishaw	04/20/2021 04:47 PM EDT	Saginaw	Michigan
Mack Industries of Michigan, Inc.	Howard Mack	04/20/2021 04:39 PM EDT	White Lake	Michigan
Core and Main	Christopher Climie	04/20/2021 04:37 PM EDT	Shelby Township	Michigan
Bidigare Contractors, Inc.	John Bidigare	04/20/2021 04:30 PM EDT	Plymouth	Michigan
Mersino Dewatering, Inc.	Estimating Department	04/20/2021 04:30 PM EDT	Davison	Michigan
Anlaan Corporation	Nate Wagenmaker	04/20/2021 04:29 PM EDT	Grand Haven	Michigan
Technical Service Professionals, L.L.C.	Ronald Swan	04/20/2021 04:29 PM EDT	Redford	Michigan

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# CITY OF ANN ARBOR INVITATION TO BID



# SEQUOIA LIFT STATIONS REPLACEMENT PROJECT

ITB No. 4670

Due Date: May 25, 2021 at 2:00 p.m. (Local Time)

Public Services Area / Wastewater Treatment Services Unit



Issued By:

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

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15000 15010 15030 15060 15100	General Mechanical Provisions Electrical Requirements for Mechanical Work Piping Installation, General Pipe and Pipe Fittings Valves	1 thru 5 1 thru 11 1 thru 5
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16010 16050 16110 16118	General Electrical, Instrument, and Control Requirements Basic Electrical Materials and Methods Raceways Underground Conduit System	1 thru 3

16123	Wire and Cable	1 thru 13
16130	Boxes	
16140	Wiring Devices	
16160	Cabinets and Enclosures	
16170	Grounding and Bonding	
16190	Supporting Devices	
16195	Electrical Identification	
16441	Enclosed Switches	
16470	Panelboards	
16471	Circuit Breakers	1 thru 3
16477	Fuses	1 thru 2
16830	Level Instruments	1 thru 5
16905	Instrument and Control Panels	1 thru 5
16910	Panel Components and Devices	
16960	Electrical Testing and Equipment and Form	1 thru 4
16970	Calibration and Start-up of Systems	1 thru 3
16980	Demonstration and Training	
	Ç	

1 to 49

# ATTACHMENTS

APPENDIX.....

APPENDIX A GEOTECHNICAL REPORT

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

#### NOTICE OF PRE-BID CONFERENCE

A pre-proposal meeting will be held:

When: April 27, 2021 at 1:00 p.m. (local time)

Where: Virtual meeting via Microsoft Teams – pre-registration via e-mail to

CEnglert@a2gov.org is required to attend.

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

A site visit is planned for May 4, 2021 following the Pre-Bid Meeting. Only 6 bidding personnel will be allowed on-site at a time. Available time slots are:

10:00 AM - 11:00 AM 11:00 AM - 12:00 PM 12:00 PM - 1:00 PM 1:00 PM - 2:00 PM 2:00 PM - 3:00 PM 3:00 PM - 4:00 PM

Bidders are encouraged to reserve a time slot by contacting: Chris Englert – <a href="mailto:cenglert@a2gov.org">cenglert@a2gov.org</a>

Additional site visit dates/times will be added as needed.

#### INSTRUCTIONS TO BIDDERS

#### General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

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

## Preparation of Bids

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

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

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

# Questions or Clarifications / Designated City Contacts

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

All questions shall be due on or before May 7, 2021 at 2:00 p.m. (local time) and should be addressed as follows:

Specification/Scope of Work questions emailed to Chris Englert, PE at cenglert@a2gov.org

Bid Process and Compliance questions emailed to cspencer@a2gov.org

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

#### Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it

has received, but the failure of a Bidder to receive, or acknowledge receipt of any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

#### **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit <u>on or before</u> <u>May 25, 2021, at 2:00 p.m. (local time)</u>. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile <u>will not</u> be considered or accepted.

Each Bidder must submit one original Bid and **two** Bid copies in a sealed envelope clearly marked: **ITB# 4670 - Sequoia Lift Stations Replacement Project.** 

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

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

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

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

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

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

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

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

#### Award

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

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

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

#### Official Documents

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

## **Bid Security**

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

#### Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 90 days

#### **Contract Time**

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

# **Liquidated Damages**

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

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

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

# Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-2 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## Wage Requirements

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

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

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. The wage determination(s) current on the date 10 days before bids are due shall apply to this contract. The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: beta.SAM.gov.

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

#### Conflict Of Interest Disclosure

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

# Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

#### Debarment

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

#### **Disclosures**

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

#### Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

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

# **Cost Liability**

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

# Reservation of Rights

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

#### Idlefree Ordinance

The City of Ann Arbor adopted an idling reduction Ordinance that 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.

#### **Environmental Commitment**

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

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

#### INVITATION TO BID

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

#### Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

	SIGNED THIS	DAY OF	, 202
Bidder's Name		Authorized S	ignature of Bidder
Official Address		(Print Name	of Signer Above)
Telephone Numbe	 r	Email Addres	ss for Award Notice

# **LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

* A corporation organized and doing busine	ess under the laws of the	State of
, for whom		, bearing the office title
of, whose signature is	affixed to this Bid, is auth	orized to execute contracts
NOTE: If not incorporated in Michiga	n, please attach the corporation	's Certificate of Authority
A limited liability company doing busing whom bearing the title		the State of,
whose signature is affixed to this proposal, LLC.	, is authorized to execute	e contract on behalf of the
* A partnership, organized under the laws of, whose members are (liseach) (attach separate sheet if necessary):		
* An individual, whose signature with addre	ss, is affixed to this Bid:	 (initial here)
Authorized Official		(illitial fiere)
	Date	, 202_
(Print) Name	Title	
Company:		
Address:		
Contact Phone ( )	Fax ( )	
Email		

#### Section 1 – Schedule of Prices

Projec	ct: Sequoia Lift Station	s Replacement Project	
<u>Unit F</u>	Price Bid –		
Item D	<u>Description</u>	Estimated Quantity	<u>Total Price</u>
1)	Division 00 / 01 (Note 1)	1 LS	
2)	Civil- Site work (Note 2)	1 LS	
3)	Mechanical (Note 3)	1 LS	
4)	Electrical (Note 4)	1 LS	
5)	I&C / SCADA (Note 5)	1 LS	
6)	Bypass Pumping	1 LS	
7)	Allowance	1 LS	_\$20,000}
TOTA	L BID PRICE		\$

#### Notes:

Company:

- 1. Includes bonds, insurance, mob/demob, on-site superintendent, off-site admin costs, etc.
- 2. Work generally shown on Sheets D-01, S C-01, S C 02, earthwork and concrete show on S P-01, and Divisions 02 and 03 specifications.
- 3. Work generally shown on Sheets S P-01 and S P-02, and Divisions 11 and 15 specifications.
- 4. Work generally shown on Sheets S E-01 and S E-02 and Division 16 specifications.
- 5 Work generally shown on Sheet S.E. -02 and Section 11392.2.6 Pump Controller / RTU.
  6. Work includes all costs associated with bypass pumping requirements. 2
- 7. Work includes Washtenaw County and Ann Arbor permit costs.

Section 2 – Material, Equipment and Environmental Alternates

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

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

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

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

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

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

Signature of Authorized Representative of Bidder	_ Date
BID FORM	
Section 3 - Time Alternate	
If the Bidder takes exception to the time stipulated in Article III of the Contract, T page C-2, it is requested to stipulate below its proposed time for perform Consideration will be given to time in evaluating bids.	
If the Bidder does not suggest any time alternate, the Bidder <b>MUST</b> compatatement:	olete the following
For the work outlined in this request for bid, the bidder does NOT propose under the Contract.	any time alternate
Signature of Authorized Representative of Bidder	_Date

#### Section 4 - Major Subcontractors

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

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

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

Subcontractor (Name and

<u>Address)</u>	<u>Work</u>	<u>Amount</u>
	Mechanical	
	Electrical	
	Excavating	
	Landscaping	
	Directional Drilling	
	Bypass Pumping	
If the Bidder does not expect to engage following statement:	any major subcontractor, the Bidder N	<b>MUST</b> complete the
For the work outlined in this request fo subcontractor to perform work under the		engage any major
Signature of Authorized Representative	of Bidder	Date

# Section 5 – References

Include a minimum of Five references from similar projects completed within the past 10 years.

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

1)		
Project Name	Cost	Date Constructed
Contact Name		Phone Number
2) Project Name		
Project Name	Cost	Date Constructed
Contact Name		Phone Number
3)		
3) Project Name	Cost	Date Constructed
Contact Name		Phone Number
4) Project Name		
Project Name	Cost	Date Constructed
Contact Name		Phone Number
5)		
Project Name	Cost	Date Constructed
Contact Name		_ Phone Number

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

Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the bid being considered non-responsive and will not be considered for award.

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

Attach additional pages as needed if space below is insufficient.

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

1. Organi	ization Name:			
Social Securi	ty or Federal Employer	I.D. #:		
Address:				
City:		State:	Zip:	
Type of Orga	nization (circle one belo	ow):		
Individual	Partnership	Corporation	Joint Venture	Other
If "Other" plea	ase provide details on th	ne organization:		
Year organiza	ation established:			
2. Currer organization:	nt owners/principals/r	members/managing	members/partners	of the
	ned Names, "doing busi			
Explanation of	of any business name c	hanges:		

pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).
5. Qualifications of management and supervisory personnel to be assigned by the bidder:
6. List the state and local licenses and license numbers held by the bidder:
7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?
Yes No
8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?
Yes No
9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.
10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence).
11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by

If applicable, please provide a list of all bidder's litigation and arbitrations currently

4.

payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit

portion of prevailing wages), or other manner.

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).				
14. Has bidder had any violations of state, federal, or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?				
Yes No				
If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.				
15. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?				
Yes No				
If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails.				
16. Submit documents or evidence of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.				
17. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.				

State whether bidder is an equal opportunity employer and does not discriminate

No

in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

Yes

12.

18. Does bidder have an on-going MIOSHA employees to be used on the proposed job site?	-approved safety-training program for
Yes	No
If bidder answered "yes" to the question safety-training program.	above, submit documentation of your
19. Does bidder have evidence of worker's cating ("EMR")?	compensation Experience Modification
Yes	No
EMR =	
20. Will bidder use masters, journeypersons at	nd apprentices on the project?
Yes	No
If bidder answered "yes" to the question a journeypersons to apprentices for this project.	bove, provide the ratio of masters and
Ratio:	<u> </u>
If bidder answered "no" to the question a the qualifications of each worker who may or will	
If, yes, Ratio =	
21. Can bidder provide documentation the Apprenticeship Program (RAP) that is registered Labor Office of Apprenticeship or by a State Approfice of Apprenticeship?	with the United States Department of
Yes	No
If bidder answered "yes" to the question program document(s) and evidence of its registra	· · ·
If bidder answered "no" to the question aboassess the skills and qualifications of any emjourneyperson certification or status, or are Apprenticeship Program.	ployees who do not have master or

22. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?

Yes No

- 23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as show by written verification of bonding capacity equal to or exceeding the amount of the bidders scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project.
- 24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects.

### SAMPLE STANDARD CONTRACT

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

	Administrative Use Only Contract Date:
CONTRACT	
THIS CONTRACT is between the CITY OF ANN ARBOR, a Huron Street, Ann Arbor, Michigan 48104 ("City") and("Contractor")	
(An individual/partnership/corporation, include state of incorpor	ration) (Address)
Based upon the mutual promises below, the Contractor and the	e City agree as follows:
ARTICLE I - Scope of Work	
The Contractor agrees to furnish all of the materials, equip by all the duties and responsibilities applicable to it for Replacement, <b>Bid Number</b> in accordance with the following documents, including all written modifications in all of which are incorporated as part of this Contract:	the project titled Sequoia Lift Stations ne requirements and provisions of the
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 Water Treatme	ent Services
Project means Sequoia Lift Stations Replacement Bid Nu	umber

**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 Chris Englert, P.E. whose job title is Wastewater Treatment Services Engineer. 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 [Insert job tit	Representative means [Insert name] whose job title is le].
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 300 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 \$1000 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 unit prices as given in the Bid Form for the estimated bid total of:
	Dollars (\$

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

#### **ARTICLE V - Assignment**

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

#### **ARTICLE VI - Choice of Law**

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this Contract, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under

this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

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

#### **ARTICLE VII - Relationship of the Parties**

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

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

#### **ARTICLE VIII - Notice**

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

#### **ARTICLE IX - Indemnification**

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

#### **ARTICLE X - Entire Agreement**

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

#### **ARTICLE XI – Electronic Transactions**

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

FOR CONTRACTOR	FOR THE CITY OF ANN ARBOR
Ву	 By Christopher Taylor, Mayor
lts:	<u> </u>
	By Jacqueline Beaudry, City Clerk
	Approved as to substance
	Ву
	Tom Crawford, City Administrator
	Ву
	Craig Hupy, PE Public Services Area Administrator
	Approved as to form and content
	Stephen K. Postema, City Attorney

## **PERFORMANCE BOND**

(1)			
	of	referred to as "Principal"), , a corporation duly authorized referred to as "Surety"), are bound to the City of Ann Arbor,	
	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,	
		, the payment of which Principal and Surety bind	
		inistrators, successors and assigns, jointly and severally,	
(2)	by this bond.	tract with the City entitled	
(2)	The Fillicipal has entered a written con	mact with the Oity entitled	
	for ITB No. and this bor	nd is given for that Contract in compliance with Act No. 213	
	of the Michigan Public Acts of 1963, as		
(3)		ne City to be in default under the Contract, the Surety may	
` '	promptly remedy the default or shall pro		
	(a) complete the Contract in accordance	e with its terms and conditions; or	
	(1) -1 (-1) - 1 (1) - 1 (1) (1) (1) (1) -1 (1) (1)	1. II. 2. 0. (	
		to the City for completing the Contract in accordance with	
		etermination by Surety of the lowest responsible bidder,	
		der and the City, and make available, as work progresses,	
		npletion less the balance of the Contract price; but not	
	amount set forth in paragraph 1.	damages for which Surety may be liable hereunder, the	
(4)		Pity if the Principal fully and promptly performs under the	
(+)	Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.		
(5)		n of time, alteration or addition to the terms of the Contract	
(-)		ler, or the specifications accompanying it shall in any way	
		waives notice of any such change, extension of time,	
		Contract or to the work, or to the specifications.	
(6)	Principal, Surety, and the City agree that	at signatures on this bond may be delivered electronically	
	in lieu of an original signature and agre	e to treat electronic signatures as original signatures that	
	bind them to this bond. This bond may	y be executed and delivered by facsimile and upon such	
	delivery, the facsimile signature will be o	deemed to have the same effect as if the original signature	
	had been delivered to the other party.		
OLON.	IED AND OFALED (I.)	000	
SIGN	<b>ED AND SEALED</b> this day of	, 202	
(Nam	ne of Surety Company)	(Name of Principal)	
•	• • • •	• •	
	Signature)	Ву	
(•	Signature)	(Signature)	
lto		· -	
Its	tle of Office)	Its(Title of Office)	
(11	tile of Office)	(Title of Office)	
Appro	oved as to form:	Name and address of agent:	
، اعاما			
Steph	hen K. Postema, City Attorney		
Cicpi	Ton A. Postoma, Only Attorney		
		<del></del>	

## 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					
Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 21:					
	Public Acts of 1963, as amende	ed, being MCL 129	2.201 et seq., in the amount of		
	\$, for the	he payment of which	ch Principal and Surety bind themselves, their heirs,		
	executors, administrators, succ	essors and assign	s, jointly and severally, by this bond.		
(2)	The Principal has entered a wri	tten Contract with	the City entitled		
	for ITB No		; and this bond is		
			213 of the Michigan Public Acts of 1963 as amended;		
(3)			claimants for labor and material reasonably required		
(3)	under the Contract, the Surety				
(4)	•		nt stated in paragraph 1, and Surety shall have no		
(+)	obligation if the Principal promp				
(5)			es on this bond may be delivered electronically in lieu		
(3)	, , , , , , , , , , , , , , , , , , , ,	-	nic signatures as original signatures that bind them to		
	•		red by facsimile and upon such delivery, the facsimile		
	_	re the same ellect	as if the original signature had been delivered to the		
	other party.				
SIC	GNED AND SEALED this	day of	, 202_		
(Na	ame of Surety Company)		(Name of Principal)		
			Ву		
٠	(Signature)				
Its			(Signature)		
113_	(Title of Office)		Its(Title of Office)		
Ар	proved as to form:		Name and address of agent:		
Ste	ephen K. Postema, City Attorney				

#### **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 13. No claim shall be valid unless so made.

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

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

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

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

### **Section 16 - Progress Payments**

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

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

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

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

#### Section 17 - Deductions for Uncorrected Work

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

## **Section 18 - Correction of Work Before Final Payment**

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

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

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

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

## **Section 19 - Acceptance and Final Payment**

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

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

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

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

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

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

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

## **Section 20 - Suspension of Work**

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

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

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

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

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

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

## **Section 22 - Contractor's Right to Terminate Contract**

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

### Section 23 - City's Right To Do Work

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

### **Section 24 - Removal of Equipment and Supplies**

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

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

## **Section 25 - Responsibility for Work and Warranties**

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

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

## **Section 26 - Partial Completion and Acceptance**

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

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

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

## **Section 27 - Payments Withheld Prior to Final Acceptance of Work**

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

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

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

#### Section 28 - Contractor's Insurance

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

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

#### Required insurance policies include:

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

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

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

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property
	Damage Liability, or both combined.
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

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

## **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

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

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

## **Section 30 - Damage Claims**

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

## **Section 31 - Refusal to Obey Instructions**

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

### **Section 32 - Assignment**

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

## **Section 33 - Rights of Various Interests**

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

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

#### **Section 34 - Subcontracts**

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

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

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

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

### **Section 35 - Supervising Professional's Status**

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

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

## Section 36 - Supervising Professional's Decisions

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

## **Section 37 - Storing Materials and Supplies**

Materials and supplies may be stored at the site of the work at locations and means 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 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	ne period	, 20,	to, 20
, performed any work, furnished any mate			
done anything in addition to the regular it			
titled,			
compensation or extension of time from			
compensation or extension of time as			
declare that I have paid all payroll obligati			9
the above period and that all invoices rel			than 30 days prior to
this declaration have been paid in full ex	cept as listed below	•	
There <u>is/is not</u> (Contractor please circle of attached regarding a request for addition			
Contractor	Date		
D			
By(Signature)	-		
(Signature)			
Its			
Its(Title of Office)	_		
(			

Past due invoices, if any, are listed below.

## Section 44

## **CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor,		, represents	that on ,
The undersigned Contractor, 20, it was awarded a contract by the	City of Ann A	Arbor, Michigan to	under
the terms and conditions of a Contract ti	tled		. The Contractor
represents that all work has now been ac	complished	and the Contract i	s complete.
•	•		·
The Contractor warrants and certifies that	t all of its inde	ebtedness arising	by reason of the Contract
has been fully paid or satisfactorily secu	red; and tha	t all claims from s	ubcontractors and others
for labor and material used in accomplish	hing the proj	ect, as well as all	other claims arising from
the performance of the Contract, have I	been fully pa	aid or satisfactorily	settled. The Contractor
agrees that, if any claim should hereafte	er arise, it sh	all assume respor	nsibility for it immediately
upon request to do so by the City of Ann	Arbor.		
The Contractor, for valuable consideration	•		•
any and all claims or right of lien which the		•	
premises for labor and material used in the	he project ov	vned by the City of	Ann Arbor.
This officialities freely and valuntarily give	معاللا المحاسبة	souladae of the for	nto.
This affidavit is freely and voluntarily give	en with full Kr	lowledge of the rac	AS.
Contractor	Date		
By(Signature)			
(Signature)			
1.			
Its	•		
(Title of Office)			
Subscribed and sworn to before me, on t	his da	v of	20
Subscribed and sworn to before me, on t	Ga	ounty. Michigan	
Notary Public ,			
County, MI			
My commission expires on:			

#### STANDARD SPECIFICATIONS

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

Standard Specifications are available online:

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

## **DETAILED SPECIFICATIONS**

## **APPENDIX**

## **ATTACHMENTS**

## CITY OF ANN ARBOR 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

9/25/15 Rev 0 PW

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

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelvemonth 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 Livii

Living Wage	Ordinance.	If this exemption applies to you	ır company/no	on-profit agency please check here [	] No. of employees
The Contrac	ctor or Gra	antee agrees:			
(a)	prevailir Living V employe \$15.66/ that the and cov	ng wage law, for work covered Wage. The current Living Wee health care (as defined hour for those employers that Living Wage is adjusted and	d or funded I Vage is defi in the Ordi do not prov I established	el is not required to comply with by a contract with or grant from the lined as \$14.05/hour for those in ance at Section 1:815 Sec. 1 ide health care. The Contractor I annually on April 30 in accordant the adjusted amount thereafter the second second in the second and the second se	ne City, no less than the employers that provided (a)), or no less that or Grantor understand nce with the Ordinance
		Check the applica	ble box bel	ow which applies to your work	kforce
		Employees who are assigned applicable living wage without		overed City contract/grant will b nefits	e paid at or above the
		Employees who are assigned applicable living wage with he		overed City contract/grant will b	e paid at or above the
(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)		nit access to work sites to Cating complaints or non-comp		tatives for the purposes of mon	itoring compliance, and
(e)	employe	ee covered by the Living Wag	ge Ordinance	sation, wages, fringe benefits, o e or any person contracted for er e living wage required by the Livi	nployment and covered
has offered Wage Ordin Ordinance, o	to provide ance. Thobligates	e the services or agrees to ac ne undersigned certifies that the Employer/Grantee to thos	ccept financi he/she has se terms and	to act on behalf of his/her employ al assistance in accordance with read and is familiar with the ter d acknowledges that if his/her en termination of the awarded contr	the terms of the Living rms of the Living Wage aployer is found to be in
Company Nar	me			Street Address	
Signature of A	Authorized	Representative	Date	City, State, Zip	

Phone/Email address

Print Name and Title

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022

**\$14.05** per hour

If the employer provides health care benefits\*

\$15.66 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.

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

Revised 2/4/2021

<sup>\*</sup> 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.



#### 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.

- 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.
- 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	( ) Relationship to employee	
officials or immediate family members with whom there may be a potential conflict of interest.	( ) 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	Da	ate	Printed Name of Vendor Authorized Representative	

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

## CITY OF ANN ARBOR 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

2016 Rev 0 NDO-2

## 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.

<u>Discriminatory Employment Practices:</u> 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.

<u>Discriminatory Effects:</u> 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.

<u>Private Actions For Damages or Injunctive Relief:</u> 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 CON	TRACTOR / SI	JBCONTRACTOR (CIRCLE ONE	)			(2) AE	DRES	S														
(3) PAYROLL NO.		(4) FOR WEEK ENDING				(5) P	ROJE	CT AND	LOCA	TION									(6)	) CONTRAC	TID	
(a)		(b)		(b)	(c)		(d) DAY AND DATE					(e)	(f)	(g)	(h) GROSS	(i)	(j) DEDUCTIONS				(k)	
EMPLOYEE INF	FORMATION	WORK CLASSIFICATION	Hour Type	1	HOUR	SWOF	RKED (	ON PRO	DJECT		TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY			TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE		OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS
NAME:											0			\$0.00							\$0.00	\$0.00
ETH/GEN: NAME:	ID #:	GROUP/CLASS #:	s								0			\$0.00	1							
				$\perp$	_						0										\$0.00	\$0.00
ETH/GEN: NAME:	ID #:	GROUP/CLASS #:	s		-						0			\$0.00								
			_		$\dashv$						0										\$0.00	\$0.00
NAME:	ID#:	GROUP/CLASS #:	s								0			\$0.00								
ETH/GEN:	ID #:	GROUP/CLASS #:	s								0										\$0.00	\$0.00
NAME:											0			\$0.00							\$0.00	\$0.00
ETH/GEN: NAME:	ID #:	GROUP/CLASS #:	s								0										¥5.55	,,,,,,
											0			\$0.00							\$0.00	\$0.00
ETH/GEN: NAME:	ID #:	GROUP/CLASS #:	s		4						0			\$0.00	1							
			L	$\dashv$	4						0										\$0.00	\$0.00
ETH/GEN: NAME:	ID #:	GROUP/CLASS #:	s	$\dashv$	$\dashv$						0			\$0.00								
ETH/GEN:	ID#:	GROUP/CLASS #:	s		_						0										\$0.00	\$0.00

Date		
I		
(Name of Signatory Party)	(Title)	
do hereby state:		
(1) That I pay or supervise the payme	ent of the persons employed by	
(,, p-g p-g		41
(Contract	or or Subcontractor)	on the
	; that during the payroll period con	nmencing on the
(Building or Work)		
	, and ending the day of	
all persons employed on said project hav been or will be made either directly or indir	ve been paid the full weekly wages earned, that rectly to or on behalf of said	no rebates have
		from the full
(Contrac	ctor or Subcontractor)	
rom the full wages earned by any person,	I that no deductions have been made either dire other than permissible deductions as defined in I cretary of Labor under the Copeland Act, as amer 40 U.S.C. § 3145), and described below:	Regulations, Part
correct and complete; that the wage rates	r this contract required to be submitted for the a for laborers or mechanics contained therein are y wage determination incorporated into the co	not less than the
	borer or mechanic conform with the work he perfo	
apprenticeship program registered with Apprenticeship and Training, United States	ed in the above period are duly registered a State apprenticeship agency recognized by s Department of Labor, or if no such recognized a oprenticeship and Training, United States Departn	the Bureau of gency exists in a
(4) That: (a) WHERE FRINGE BENEFITS	S ARE PAID TO APPROVED PLANS, FUNDS, OF	R PROGRAMS
- in addition to the bathe above reference have been or will	asic hourly wage rates paid to each laborer or m sed payroll, payments of fringe benefits as listed be made to appropriate programs for the as noted in section 4(c) below.	echanic listed in

as indicated on the payroll,	sted in the above referenced payroll has been paid, an amount not less than the sum of the applicable the amount of the required fringe benefits as listed oted in section 4(c) below.
(c) EXCEPTIONS	
EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
	VE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

d

## **SECTION 02661**

#### **BURIED DUCTILE IRON PIPE**

## PART 1 GENERAL

### 1.1 PIPE

- A. The ductile iron pipe to be furnished, delivered and installed under this specification shall conform in all respects with the requirements of the current edition American National Standards Institute and American Waterworks Association for "Ductile-Iron-Pipe, Centrifugally Cast in Metal or Sand-Lined Molds for Water or Other Liquids,"(ANSI/AWWA C151/A21.51) except as may otherwise be specified herein.
- B. All sizes of pipe shall conform to the dimensions shown in the following table.

Size		Pipe Barrel	
Nominal Inside	Outside	Thickness	
Dia. Inches	Dia. Inches	<u>Inches</u>	Class
6	6.90	0.37	54
8	9.05	0.39	54
12	13.20	0.43	54
16	17.40	0.46	54
20	21.60	0.51	55
24	25.80	0.56	56
30	32.00	0.63	56

C. The manufacturer shall furnish a sworn statement in conformance with the requirements of Section 51-5 of ANSI/AWWA C151/A21.51, stating that the pipe furnished meets the aforementioned.

#### 1.2 LINING

- A. The pipe shall be lined with a cement mortar lining in accordance with the requirements of the current standard for "Cement Mortar Lining for Cast-Iron Pipe and Fittings for Water" ANSI/AWWA C104/A21.4.
- B. The lining shall be double thickness.

#### 1.3 JOINTS

- A. The pipe shall have push-on type joints. The joints shall be "Super Bell Tite" or "Tyton" or approved equal.
- B. Fittings, valves and appurtenances may have push-on, mechanical bell and spigot, or flanged joints. Joints other than of the push-on type may only be used upon the express approval of the Engineer.

- C. Push-on and mechanical type joints shall be in accordance with the current standard for "Rubber Gasket Joints for Cast Iron Pressure Pipe and Fittings" ANSI/AWWA C111/A21.11. Bolts for mechanical joints shall be of low alloy steel conforming with the characteristics listed in this standard.
- D. Flanged joints, when and where approved, shall be in conformity with the requirements of the current standard for "Gray Iron and Ductile Iron Fittings, 3" through 48" for Water and Other Liquids" (ANSI/AWWA C110/A21.10). Flanged joints shall be made with single piece full face rubber gasket, 1/8 inch thick.
- E. All joints in which bolts are used shall be protected from corrosion by coating with Bitumastic #50 or cement mortar to a minimum thickness of one inch after the joint is completed.

## 1.4 FITTINGS

- A. Fittings shall be of gray cast iron in conformity with the document "Gray Iron and Ductile Iron Fittings, 3" through 48" for Water and Other Liquids." (ANSI/AWWA C110/A21.10).
- B. If Bell and Spigot joints are used, the fittings shall be in accordance with the standards of the Department of Water Supply of the City of Detroit, Michigan. Fittings in conformity with the current standard for "Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for water and other Liquids" (ANSI/AWWA C 110/A21.10), 250 psi pressure rating may also be used for Bell and Spigot, push-on, mechanical or flanged joints.

## 1.5 LAYING PIPE

## A. General

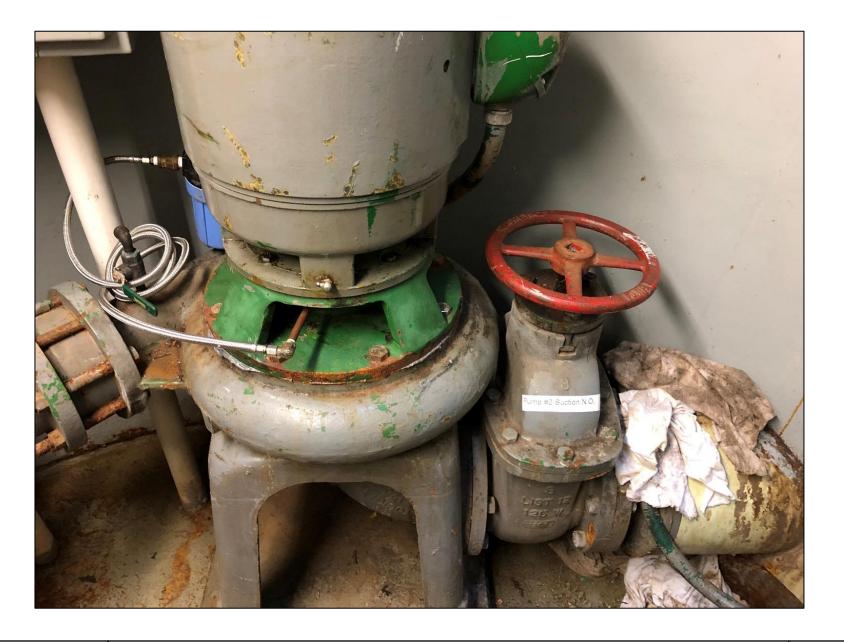
- 1. Pipe shall be installed in accordance with the current "Standard for Installation of Ductile Iron Water Mains and their Appurtenances" (ANSI/AWWA C600).
- 2. Before lowering into the trench, and while suspended, each pipe and fitting shall be inspected for defects and rung with a light hammer to detect cracks. Defective, damaged or unsound pipe shall immediately be removed from the construction site. The interior of each pipe shall be inspected for cleanness and cleared of all dirt and foreign matter before being lowered into the trench.
- 3. Unless otherwise approved, pipe shall be laid with bell ends facing in the direction of laying. After a length of pipe is placed in the trench, the spigot shall be centered in the bell of the adjacent pipe, the pipe shoved into position and brought to true alignment and there secured with sand tamped under and on each side of the pipe, excepting at bell holes. No earth or other foreign matter shall be allowed to enter the joint space.
- 4. When the temperature is above 60 degrees F., the spigot of each pipe laid shall be brought tightly home in the bell of the preceding pipe. When the temperature is below 60 degrees F., the pipe shall be laid with the spigot end approximately 1/16" from the face of the bell to allow for expansion.
- 5. Whenever deflections at joints are required by changes in grade or alignment, or to plumb valve stems, the deflection at any bell and spigot joint shall not exceed that which will cause the spigot end of pipe to be away from home in the bell of the adjacent pipe a distance of ¼ inch at the point of greatest opening. The deflection at any mechanical joint shall not exceed three-quarters of the maximum deflection recommended by the manufacturer of the joint used.

- 6. Where necessary to cut pipe, cutting shall be done with approved tools and cut ends of pipe shall be square and regular. Cutting shall be done in a manner to avoid damage to lining and coating.
- 7. To prevent trench water from entering the pipe, joints which for any reason may not be completed as the pipe is laid shall be thoroughly packed with approved material, in a manner to make them watertight. Open ends of fittings shall be tightly closed with approved plugs and well packed as shall the end of the last pipe laid whenever work is not in progress.
- 8. Tools or other objects shall not be stored or left in the pipe.

## B. Jointing Pipe

- 1. Mechanical Joint
  - a. Bells and spigots shall be thoroughly cleaned and all foreign matter shall be removed. The bells, spigots and rubber gaskets shall then be thoroughly washed with soapy water to make sure that no particles of sand or grit can damage the gasket.
  - b. The gland followed by the gasket, painted with soapy water, shall then be place over the plain end of the pipe, and this end shall be inserted into the bell. The gasket shall then be pushed into position with the fingers making sure that it is evenly seated in the socket of the pipe bell. After the gland has been moved into position against the rubber gasket, the bolts shall be inserted and made finger tight. All bolts shall be tightened with a 10 inch wrench, alternately and evenly, until all bolts are drawn up tight.
  - c. Mechanical joints shall be in accordance with Section 10-5.1 of "Gray Iron and Ductile Iron Fittings, 3" through 48" for Water and Other Liquids." (ANSI/AWWA C110/A.21.10).
- 2. Push-On Joint
  - Push-on joints shall be in accordance with Section 10-5.2 of "Gray Iron and Ductile Iron Fittings, 3" through 48" for Water and Other Liquids." (ANSI/AWWA C110/A.21.10).
- 3. Flanged Joint
  - a. Flanged joints shall be in accordance with Section 10-18 of "Gray Iron and Ductile Iron Fittings, 3" through 48" for Water and Other Liquids." (ANSI/AWWA C110/A.21.10).

**END OF SECTION** 

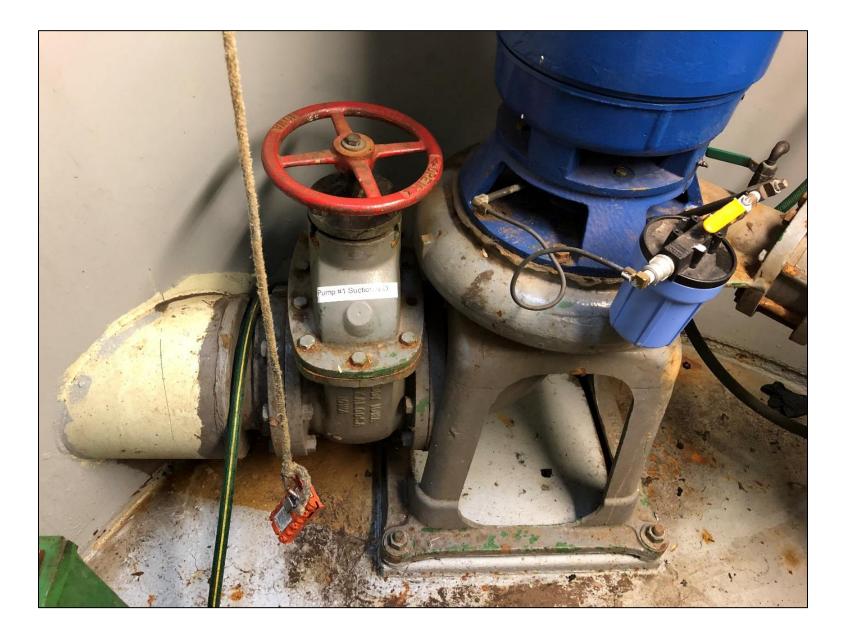




<u>Job No.</u> 20181019

May 2021

Question 5 – Sequoia LS #1 Can Interior





Job No. 20181019

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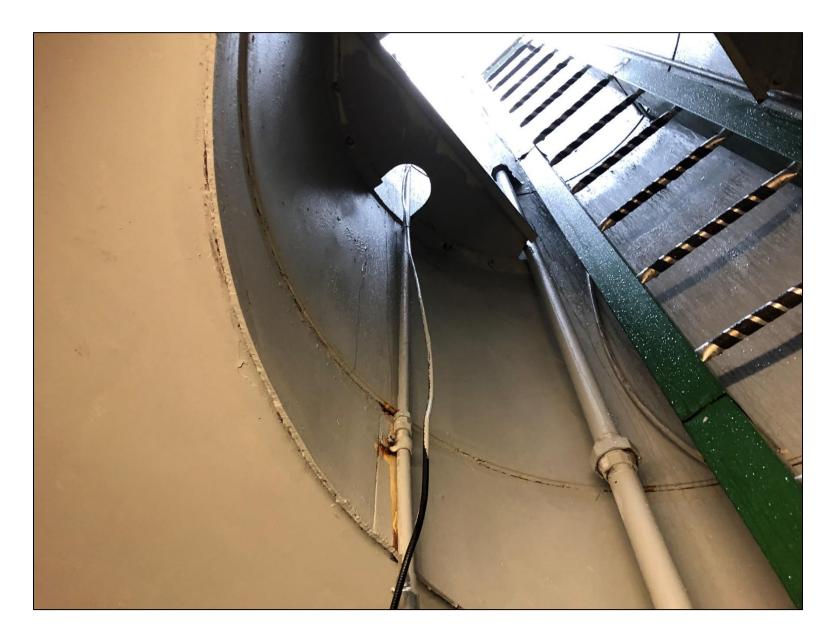




Job No. 20181019

May 2021

Question 5 – Sequoia LS #1 Can Interior

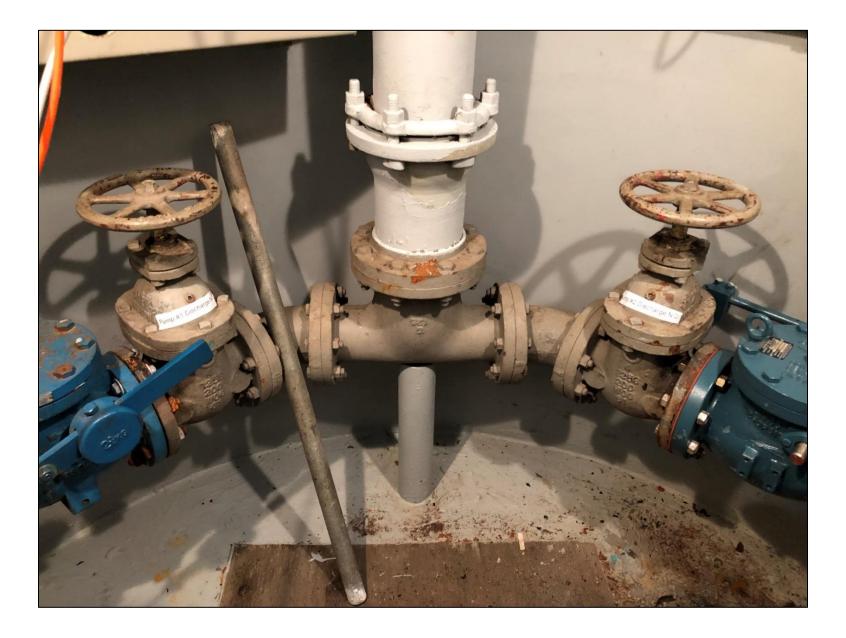




Job No. 20181019

May 2021

Question 5 – Sequoia LS #1 Can Interior





Job No. 20181019

May 2021

Question 5 – Sequoia LS #2 Can Interior





<u>Job No.</u> 20181019

May 2021

Question 5 – Sequoia LS #2 Can Interior





Job No. 20181019

May 2021

Question 5 – Sequoia LS #2 Can Interior





Job No. 20181019

May 2021

Question 5 – Sequoia LS #2 Can Interior

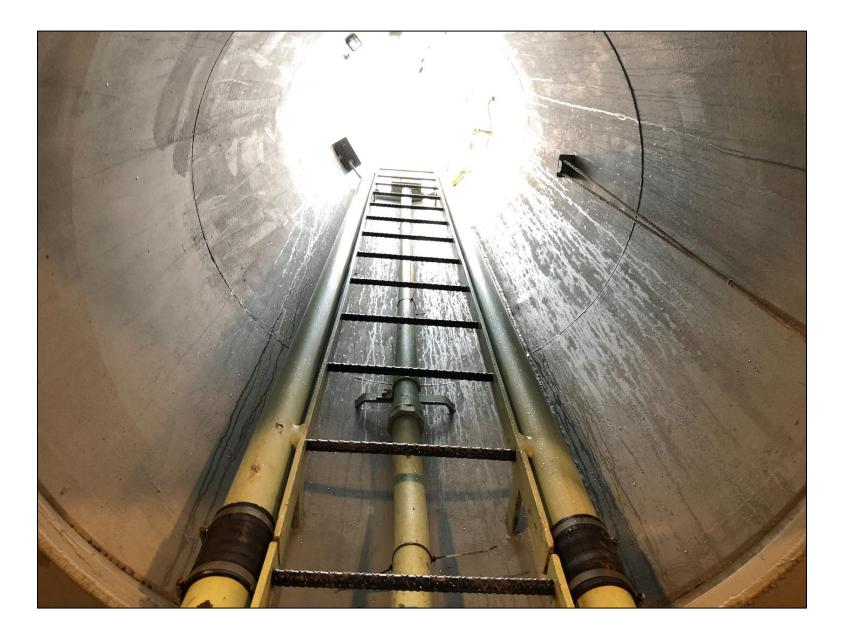




Job No. 20181019

May 2021

Question 5 – Sequoia LS #2 Can Interior





Job No. 20181019

May 2021

Question 5 – Sequoia LS #2 Can Interior





Job No. 20181019

May 2021

Photo No.

# Question 5 – Sequoia LS #2 Can Interior

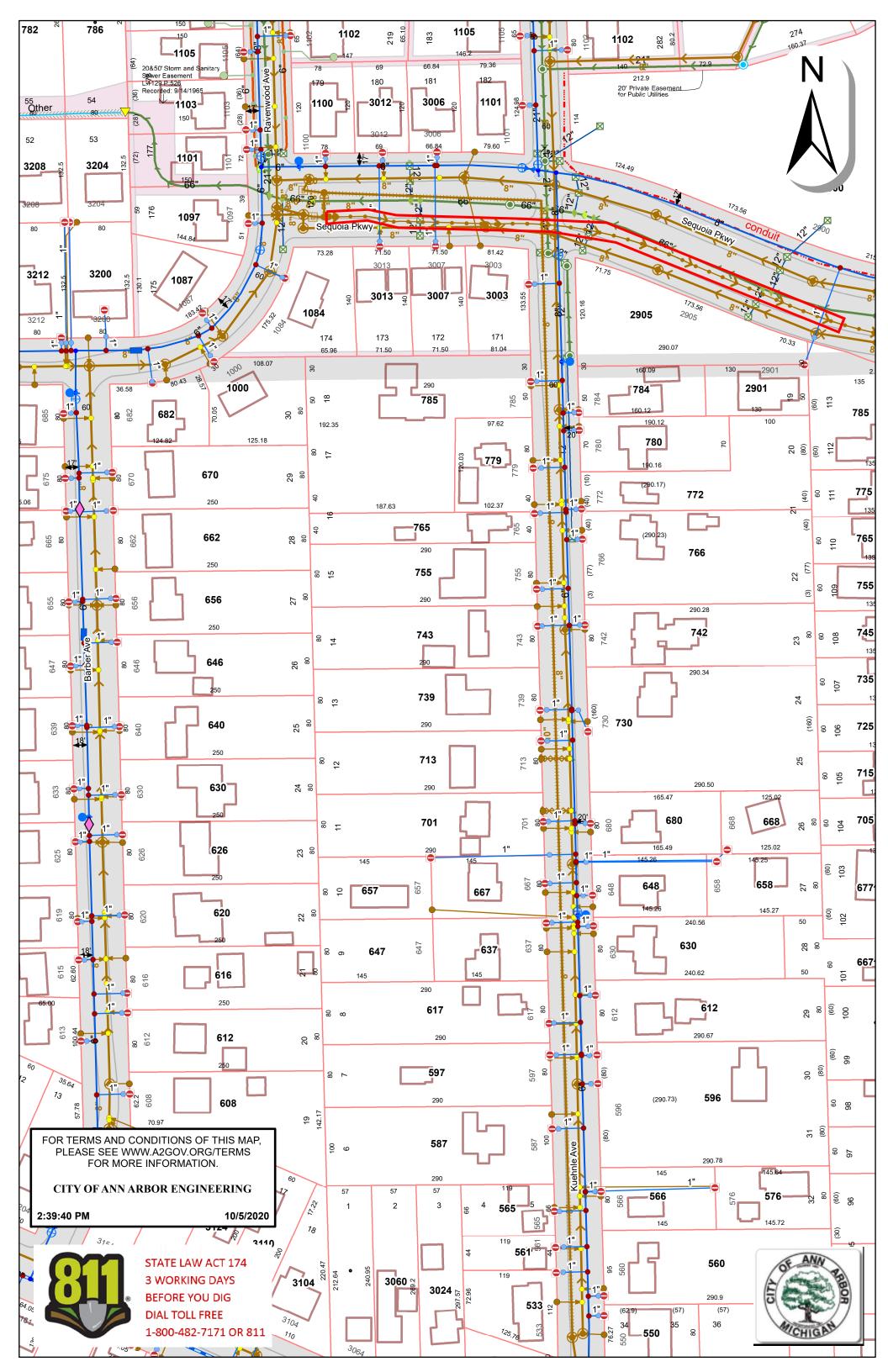


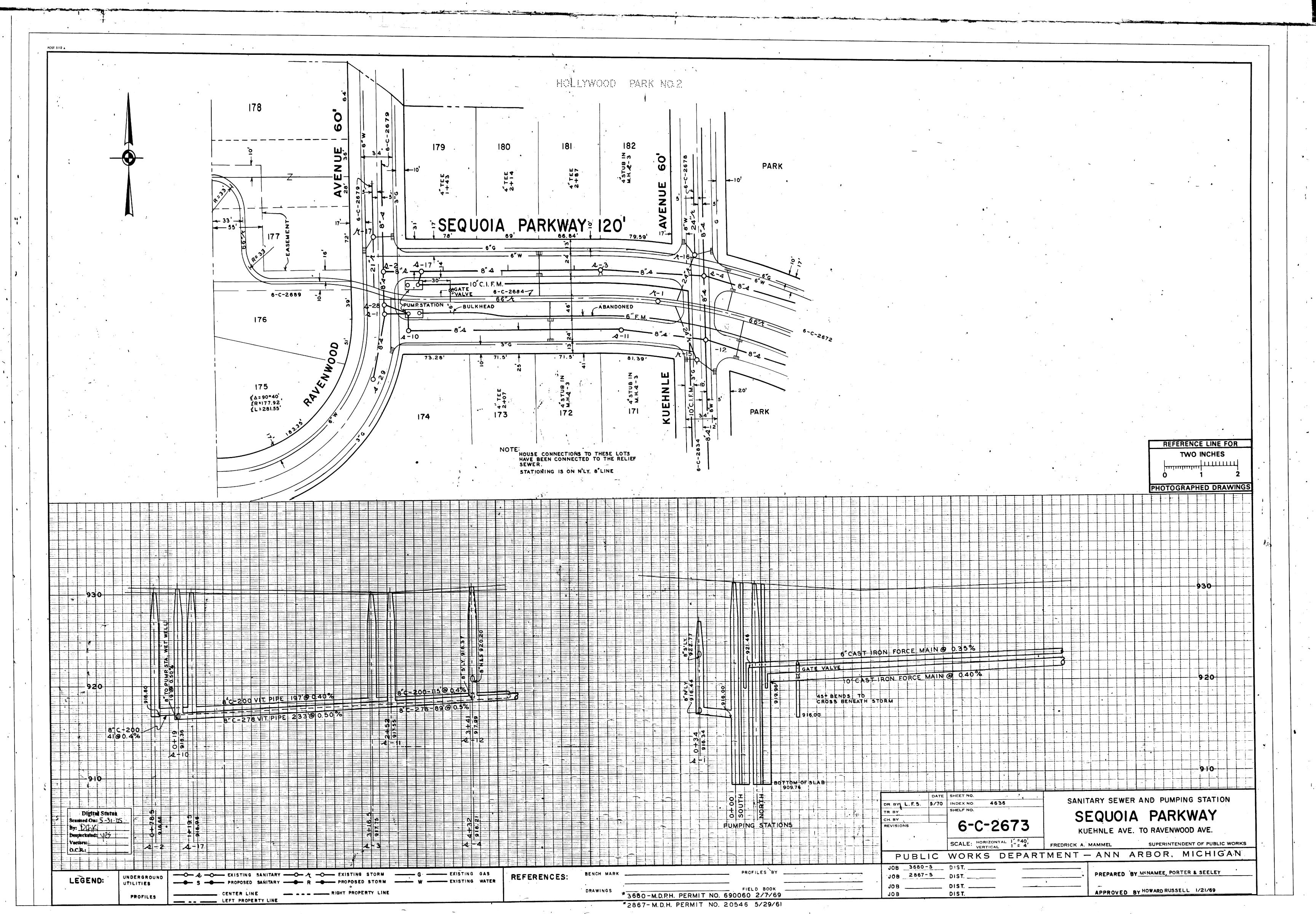


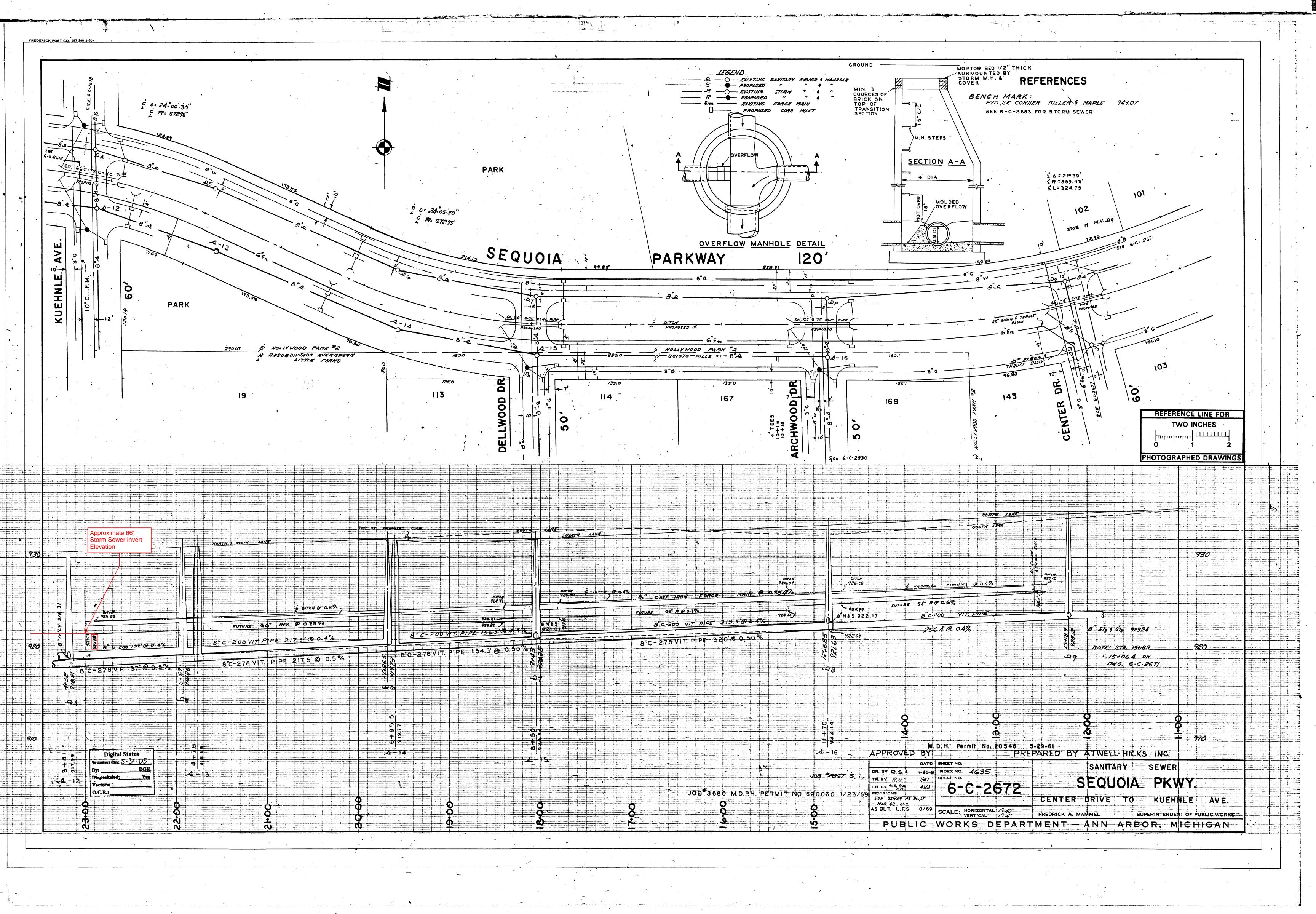
<u>Job No.</u> 20181019

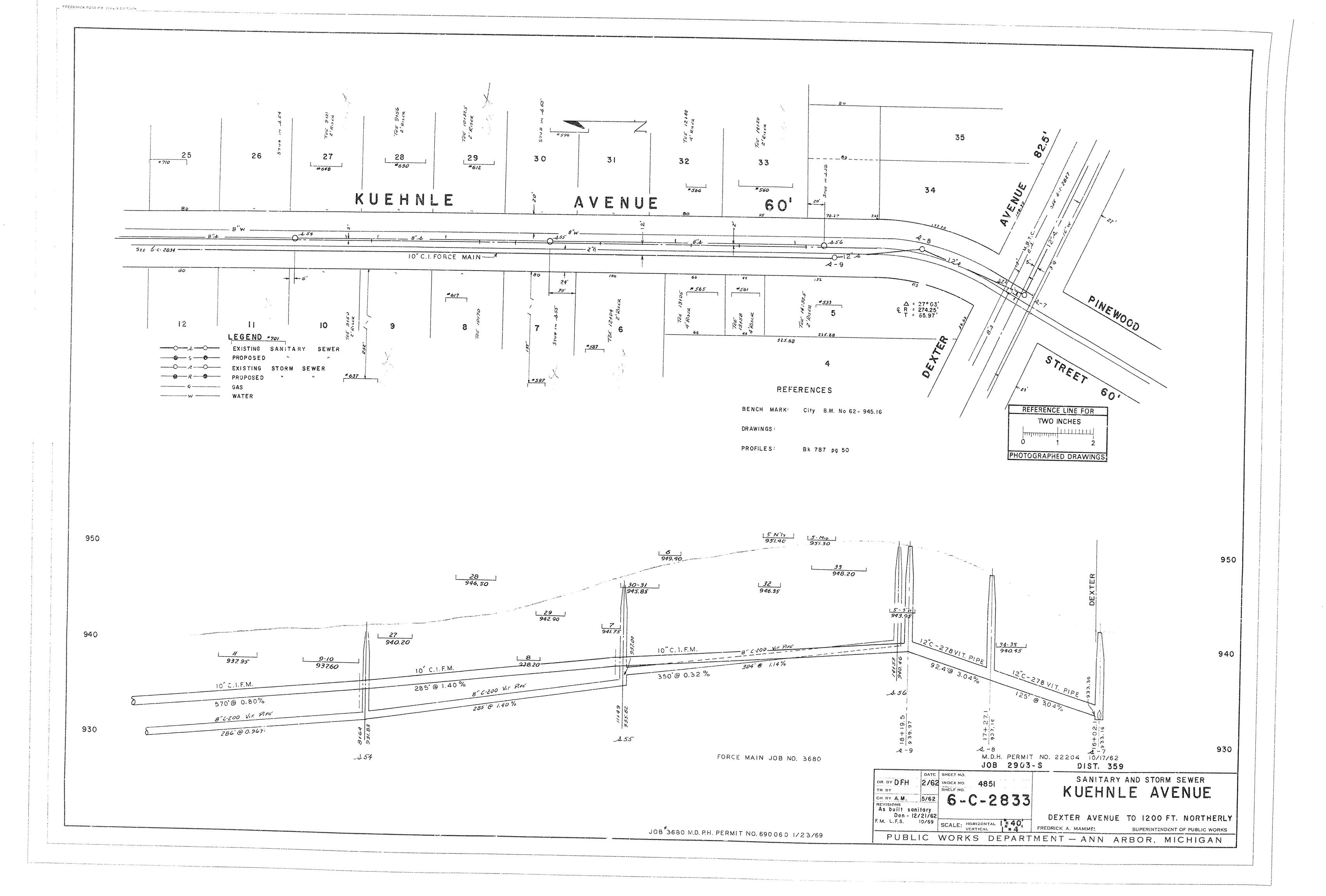
Date May 2021

Question 5 – Sequoia LS #2 Can Interior









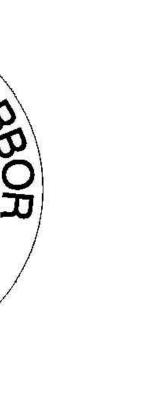
# SEQUOIA LIFT STATIONS REPLACEMENT PROJECT

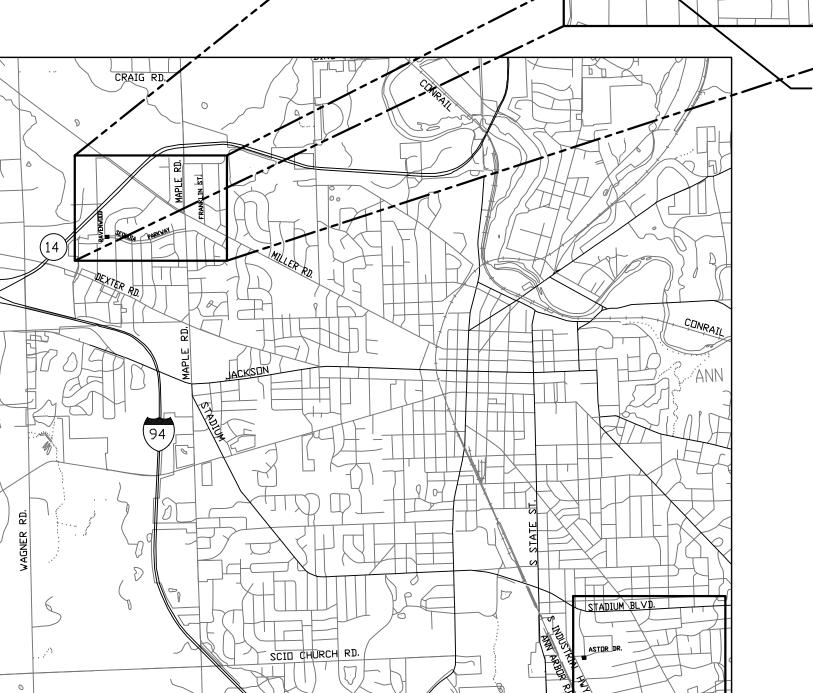
ITB # 4670

# CITY OF ANN ARBOR PUBLIC SERVICES UNIT / WASTEWATER TREATMENT PLANT

WASHTENAW COUNTY, MICHIGAN

MAY 13, 2021 **ISSUED FOR ADDENDUM NO. 1** HRC JOB NO. 20181019





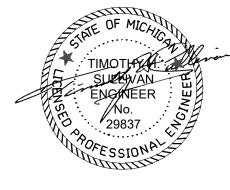
LOCATION MAP W—E

-SEQUOIA LIFT STATIONS **3020 SEQUOIA PARKWAY** ANN ARBOR, MI

= HRC HUBBELL, ROTH & CLARK, INC **CONSULTING ENGINEERS SINCE 1915** 

> 535 GRISWOLD STREET **DETROIT, MICHIGAN 48226**

PHONE: (313) 965-3330 FAX: (313) 965-3342 WEB SITE: http://www.hrc-engr.com



LIST OF DRAWINGS

SEQUUIA LIFT STATIONS

S D-01 SEQUOIA L.S. DEMOLITION

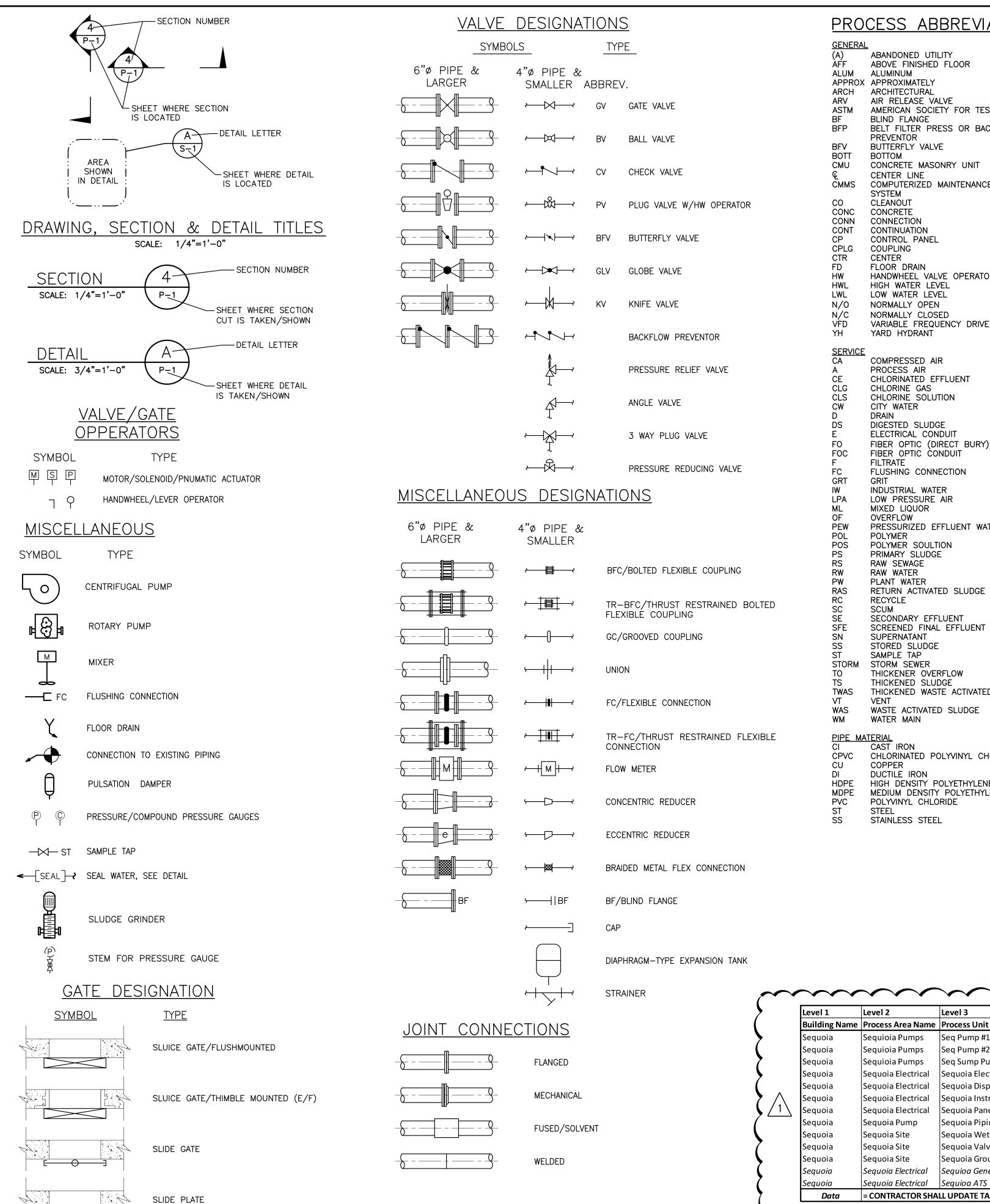
S P-01 SEQUOIA L.S. PLAN AND SECTIONS

S E-02 SEQUOIA L.S. ELECTRICAL DETAILS

S P-02 SEQUOIA L.S. PROJECT DETAILS & NOTES

S E-01 SEQUOIA L.S. GENERAL NOTES, POWER PLAN & ONE-LINE DIAGRAM





# PROCESS ABBREVIATION

ABANDONED UTILITY ABOVE FINISHED FLOOR ALUM ALUMINUM APPROX APPROXIMATELY ARCHITECTURAL

AIR RELEASE VALVE AMERICAN SOCIETY FOR TESTING MATERIALS BLIND FLANGE BELT FILTER PRESS OR BACKFLOW

PREVENTOR BUTTERFLY VALVE

воттом CONCRETE MASONRY UNIT

CENTER LINE COMPUTERIZED MAINTENANCE MANAGEMENT

SYSTEM **CLEANOUT** CONCRETE CONNECTION CONTINUATION CONTROL PANEL

> FLOOR DRAIN HANDWHEEL VALVE OPERATOR

> HIGH WATER LEVEL LOW WATER LEVEL NORMALLY OPEN NORMALLY CLOSED

YARD HYDRANT

COMPRESSED AIR PROCESS AIR CHLORINATED EFFLUENT CHLORINE GAS CHLORINE SOLUTION CITY WATER

DIGESTED SLUDGE ELECTRICAL CONDUIT FIBER OPTIC (DIRECT BURY) FIBER OPTIC CONDUIT FILTRATE

FLUSHING CONNECTION INDUSTRIAL WATER LOW PRESSURE AIR MIXED LIQUOR

OVERFLOW PRESSURIZED EFFLUENT WATER POLYMER POLYMER SOULTION

PRIMARY SLUDGE RAW SEWAGE RAW WATER PLANT WATER RETURN ACTIVATED SLUDGE

SECONDARY EFFLUENT SCREENED FINAL EFFLUENT SUPERNATANT STORED SLUDGE SAMPLE TAP

STORM SEWER THICKENER OVERFLOW THICKENED SLUDGE THICKENED WASTE ACTIVATED SLUDGE

WASTE ACTIVATED SLUDGE WATER MAIN

CAST IRON CPVC CHLORINATED POLYVINYL CHLORIDE COPPER DUCTILE IRON

HIGH DENSITY POLYETHYLENE MEDIUM DENSITY POLYETHYLENE POLYVINYL CHLORIDE

# NOTES:

# **GENERAL**

- 1. THE EQUIPMENT, PUMPS AND/OR ANCILLARY EQUIPMENT SHOWN ARE GENERALLY REPRESENTATIVE OF A SPECIFIED MANUFACTURER, AND MAY NOT MATCH DIMENSIONS, CONNECTIONS, DIAMETERS, ETC. OF OTHER ACCEPTABLE MFRS. IT IS INCUMBENT UPON CONTRACTORS TO PROVIDE DETAILED LAYOUT SHOP DRAWINGS FOR THE SYSTEM — EQUIPMENT, PUMPS, PIPING SYSTEM, VALVES AND CONNECTIONS - FOR THE PROVIDED EQUIPMENT.
- 2. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TEMPORARY SHUTDOWN OF PROCESS PIPING, WATER, NATURAL GAS, ELECTRICAL, SCADA, OR ANY OTHER UTILITY. COMPLY WITH THE SHUTDOWN PROCEDURES IN SPECIFICATION SECTION 01950 - SPECIAL PROJECT REQUIREMENTS AND SEQUENCE OF CONSTRUCTION.

# PIPING AND VALVES

- 1. PIPE SYSTEM SHOP DRAWINGS ARE REQUIRED TO SHOW PIPE, FITTINGS, REDUCERS, BASE-ELBOWS, VALVES AND VALVE OPERATORS (PRINCIPALLY PLUG VALVE HANDWHEELS), ACTUATORS, SUPPORTS, COUPLINGS, GAUGES, FLUSHING CONNECTIONS, SAMPLE COCKS, PIPE ELEVATIONS, WALL PENETRATIONS, AND CONNECTIONS TO EXISTING
- 2. CONCRETE PIPE SUPPORT LOCATIONS ARE SHOWN ON THE DRAWINGS, WHEREAS FABRICATED SUPPORTS ARE GENERALLY NOT SHOWN BUT ARE SPECIFIED IN DIVISION 15. THE CONTRACTOR SHALL SHOW ALL PIPE SUPPORTS
- 3. VALVES ARE LOCATED ON THE PLANS & SECTIONS, AND / OR SCHEMATICS, IDENTIFIED ON THE VALVES SCHEDULE, AND SPECIFIED IN SECTION 15100. WHERE CONFLICT ARISE BETWEEN THE PLANS & SECTIONS AND VALVE SCHEDULE, THE PLANS & SECTIONS SHALL TAKE PRECEDENCE.
- 4. VALVES 4 INCHES AND SMALLER WHICH ARE NOT IDENTIFIED ON THE VALVE SCHEDULE, SHALL BE COMPATIBLE WITH THE PIPE AND/OR PROCESS SYSTEM (I.E. COPPER PIPE SHALL HAVE BRASS/BRONZE, STAINLESS STEEL PIPING SHALL HAVE STAINLESS STEEL VALVES, ETC.)
- LOCATIONS SHALL BE COORDINATED WITH THE OWNER/ENGINEER.

5. WHERE VALVES ARE SHOWN ON THE PROCESS SCHEMATICS AND NOT ON THE PLANS & SECTIONS, THE INSTALLED

6. ALL VALVES 4 INCHES OR LESS SHALL BE PLACED AT AN ACCESSIBLE LOCATION WITH THE OPERATOR EASILY

# PUMPS AND EQUIPMENT

- 1. THE AREA AROUND EQUIPMENT SHALL BE ACCESSIBLE FOR OPERATION AND MAINTENANCE. THE CONTRACTOR SHALL NOT INSTALL CONDUIT, SEAL OR FLUSHING WATER, NATURAL GAS PIPING, LIGHTING OR OTHER UTILITIES IN AREAS REQUIRED FOR EQUIPMENT OPERATION, MAINTENANCE OR REPLACEMENT.
- 2. VICTAULIC OR DRESSER STYLE CONNECTIONS OR COUPLINGS ARE REQUIRED AT EQUIPMENT FOR EASE OF MAINTENANCE, WHETHER SHOWN ON THE DRAWINGS OR NOT. PIPE SYSTEM LAYOUT DRAWINGS ARE REQUIRED TO
- 3. ANY EQUIPMENT DRAIN PIPING SHALL BE CLEARLY SHOWN ON THE PIPE SYSTEM DRAWINGS.
- 4. PACKING AND SEAL WATER, FLUSHING, OR OTHER WATER SHALL BE PIPED DIRECTLY TO A HUB OUTLET OR FLOOR
- 5. EQUIPMENT ANCHORS AND HARDWARE SHALL BE PROVIDED BY THE EQUIPMENT MANUFACTURER FOR THE INSTALLED
- 6. WHERE PRESSURE GAUGES ARE SHOWN ON THE PROCESS SCHEMATICS AND NOT ON THE DRAWINGS, THE INSTALLED GAUGE LOCATION SHALL BE COORDINATED WITH OWNER/ENGINEER.
- 7. GREASE FITTINGS ON EQUIPMENT THAT ARE NOT EASILY ACCESSIBLE SHALL HAVE SS PILOT LINES INSTALLED FOR EASE OF GREASE MAINTENANCE. THE LINES SHALL BE FILLED WITH GREASE AND PURGED OF AIR PRIOR TO FINAL
- 8. GEAR BOXES OR OTHER OIL LUBRICATED EQUIPMENT SHALL BE SUPPLIED WITH SYNTHETIC OIL, AND OIL DRAIN PORTS SHALL BE FITTED WITH PIPING AND STOP—COCK TO DRAIN TO A SPENT OIL CONTAINER.

# ELECTRICAL / I&C / OTHER

- 4. COORDINATE OR CONFIRM THE INSTALLED LOCATIONS OF DISCONNECTS, PUSH-BUTTON STATIONS, PANELS, FLOW AND LEVEL INDICATORS AND OTHER ELECTRICAL DEVICES WITH THE OWNER PRIOR TO INSTALLATION.
- 5. WHEN NEW LIGHTING IS REQUIRED, TEMPORARY LIGHTING SHALL BE PROVIDED SUITABLE TO MEET THE OWNER'S OPERATIONAL AND SAFETY NEEDS UNTIL THE NEW LIGHTING IS OPERATIONAL.
- 6. WHEN THE EXISTING CONTROLS, SCADA SYSTEM OR ALARMS ARE TEMPORARILY DISABLED, THE CONTRACTOR SHALL PROVIDE TEMPORARY I&C ALARMS AND INTERLOCKS.
- 7. PAINT ALL NEW WORK AND EX. SLUDGE PIPE IN ACCORDANCE WITH SECTION 09900.

# WALL PIPE PENETRATIONS

(SEE DETAILS)

EXISTING WALL

NEW WALL

# VALVE & PIPE IDENTIFICATION

PIPE NUMBER (REFER TO PIPING SCHEDULE ON THE DRAWINGS) VALVE ID -

Level 1	Level 2	Level 3					City of Ann Arbo	r WWTP CMMS En	try Data					
<b>Building Name</b>	Process Area Name	Process Unit Name	Asset Type	Manufacturer	<b>Model Number</b>	Serial Number	Acceptance Date	Warranty Period	Attribute 1	Attribute 2	Attribute 3	Attribute 4	Replace Cost	ASSETID
Sequoia	Sequioia Pumps	Seq Pump #1	Pump	Manufacturer	Model Number	Serial Number	Acceptance Date	Warranty Period	motor hp	flow	head	Centrifugal	Cost	TBD
Sequoia	Sequioia Pumps	Seq Pump #2	Pump	Manufacturer	Model Number	Serial Number	Acceptance Date	Warranty Period	motor hp	flow	head	Centrifugal	Cost	TBD
Sequoia	Sequioia Pumps	Seq Sump Pump	Pump	Manufacturer	Model Number	Serial Number	Acceptance Date	Warranty Period	motor hp	flow	head	Centrifugal	Cost	TBD
Sequoia	Sequoia Electrical	Sequoia Electrical	Electrical	Manufacturer	n/a	n/a	Acceptance Date	Warranty Period	n/a	n/a	n/a	n/a	Cost	TBD
Sequoia	Sequoia Electrical	Sequoia Display	Display	Manufacturer	n/a	n/a	Acceptance Date	Warranty Period	n/a	n/a	n/a	n/a	Cost	TBD
Sequoia	Sequoia Electrical	Sequoia Instrumentation	I&C	Manufacturer	n/a	n/a	Acceptance Date	Warranty Period	n/a	n/a	n/a	n/a	Cost	TBD
Sequoia	Sequoia Electrical	Sequoia Panel	Panel	Manufacturer	n/a	n/a	Acceptance Date	Warranty Period	n/a	n/a	n/a	n/a	Cost	TBD
Sequoia	Sequoia Pump	Sequoia Piping	Piping	n/a	n/a	n/a	Acceptance Date	Warranty Period	n/a	n/a	n/a	n/a	Cost	TBD
Sequoia	Sequoia Site	Sequoia Wet Well	Structure	n/a	n/a	n/a	Acceptance Date	Warranty Period	10' diameter	Concrete	n/a	n/a	Cost	TBD
Sequoia	Sequoia Site	Sequoia Valve Vault	Structure	n/a	n/a	n/a	Acceptance Date	Warranty Period	10' diameter	Concrete	n/a	n/a	Cost	TBD
Sequoia	Sequoia Site	Sequoia Grounds	Grounds	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	TBD
Sequoia	Sequoia Electrical	Sequioa Generator	Generator	Existing	Existing	Existing	Existing	Existing	Existing	Existing	Existing	Existing	Existing	TBD
Sequoia	Sequoia Electrical	Sequioa ATS	Transfer Switch	Existing	Existing	Existing	Existing	Existing	Existing	Existing	Existing	Existing	Existing	TBD
Data	= CONTRACTOR SHA	LL UPDATE TABLE TO PROV	IDE DATA INDICA	TED AFTER APP	ROVAL OF SHOP	DRAWINGS								

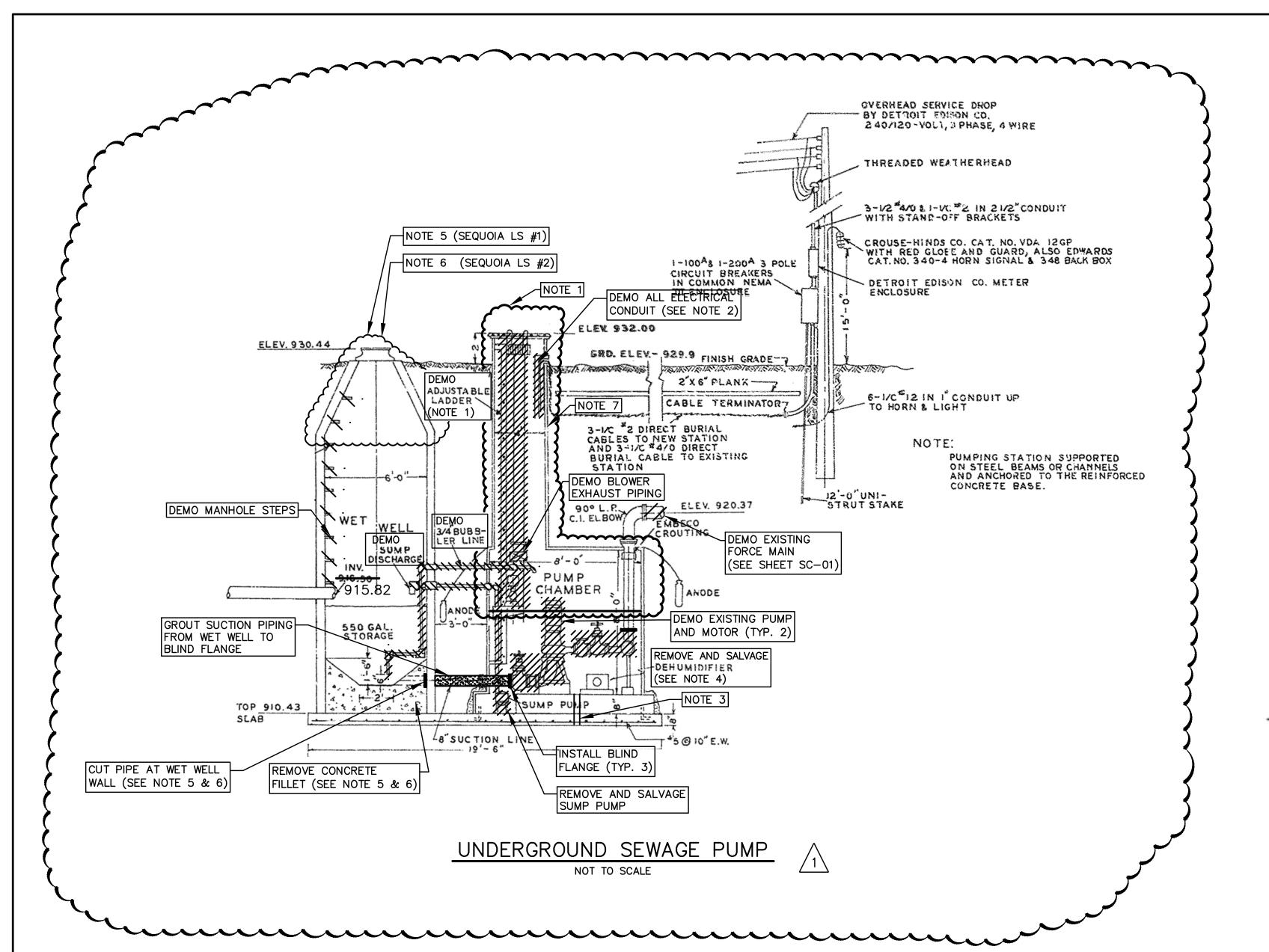


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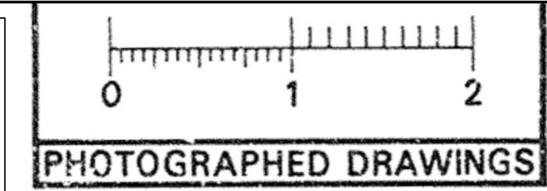
ROCE

SHEET No.



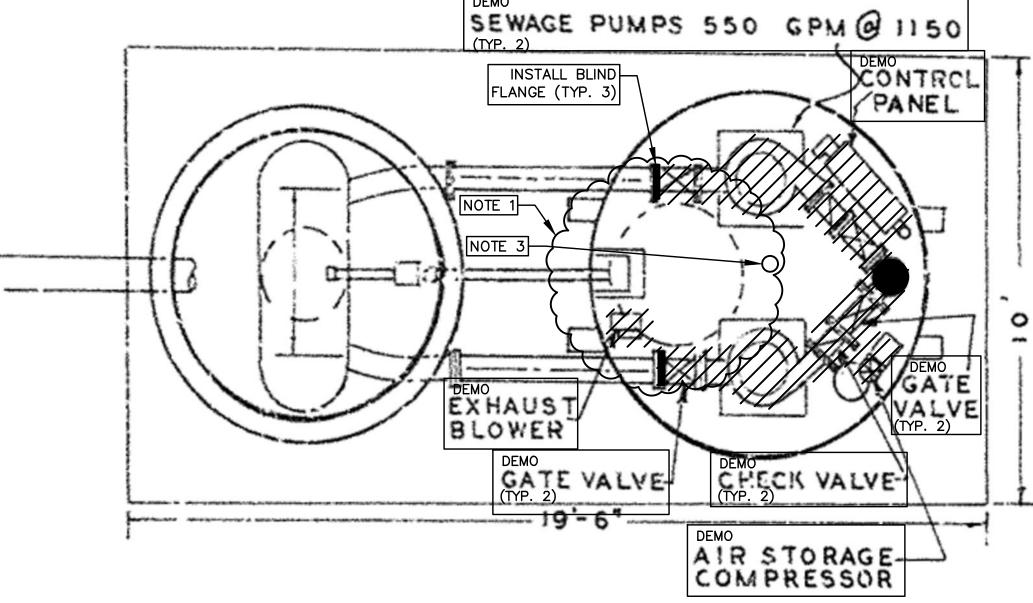
NOTICE:

THIS DRAWING HAS BEEN COPIED FROM A PREVIOUS CONSTRUCTION PROJECT AND IS PROVIDED FOR INFORMATION ONLY. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED AS TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION ACTIVITIES. THIS DRAWING IS NOT TO SCALE.



NOTE:

PUMPING STATION SUPPORTED ON STEEL BEAMS OR CHANNELS AND ANCHORED TO THE REINFORCED CONCRETE BASE.



- STATION AND TO 16' MIN. BELOW GRADE AT SEQUOIA #2 LIFT STATION. FILL SEQUOIA L.S. #1 DRY WELL WITH FLOWABLE FILL AND SEQUOIA L.S. #2 DRY WELL WITH PEA STONE (CONFORMING TO MDOT 34R) FOLLOWING COMPLETION OF DEMOLITION.
- 2. FOR CONTINUATION OF ELECTRICAL DEMOLITION, SEE SHEET SE-01.
- 3. DRILL ONE (1) CORE HOLE IN EACH LIFT STATION DRY WELL AND SEQUOIA #1 WET WELL BASE SLAB FOR GROUNDWATER DRAINAGE. DRAINAGE HOLE MUST BE 3 INCHES IN DIAMETER.
- 4. SALVAGED ITEMS SHALL BE CLEANED, STORED, AND PROTECTED AT A LOCATION APPROVED BY THE ENGINEER. SALVAGE ITEMS IN ACCORDANCE WITH SPECIFICATION SECTION 02050 -DEMOLITION WORK.
- 5. EXISTING SEQUOIA #1 LIFT STATION WET WELL CONE, CHIMNEY, MANHOLE FRAME AND COVER TO BE REMOVED. ALL EQUIPMENT TO BE DEMOLISHED. SUCTION PIPING TO BE GROUTED FROM WET WELL TO BLIND FLANGE WITHIN ABANDONED LS DRY WELL. SEQUOIA #1 LIFT STATION WET WELL TO BE FILLED WITH PEA STONE (CONFORMING WITH MDOT 34R) FALLOWING COMPLETION OF
- 6. EXISTING SEQUOIA #2 LIFT STATION WET WELL TO BE REPURPOSED AS A MANHOLE. DEMOLISH ALL EXISTING EQUIPMENT FROM WET WELL & DRY WELL, CUT ALL PIPING AT WET WELL WALL AND GROUT. SEE SHEET GS-01 AND SP-01 FOR MORE DETAILS.
- 7. INSTALL A GEOTEXTILE SEPARATOR FABRIC AT THE LIMIT OF DEMOLITION WITHIN THE ENTRANCE TUBE FOR BOTH LIFT STATION DRY WELLS (CONFORMING TO 2012 MDOT STANDARDS SECTION 910.03.C).
- 8. DETAILS ARE TYPICAL FOR BOTH SEQUOIA #1 AND #2 LIFT STATIONS.
- COMMENCEMENT. EXISTING ELECTRICAL CONDUIT MUST BE PROTECTED THROUGHOUT

# SCHEMATIC DIAGRAM

SHOWING ESSENTIAL ELEMENTS

M.D.H. Permit No. 20546 9/0 5-29-61 PREPARED BY ATWELL-HICKS INC.

DATE | SHEET NO. DR. BY R.S. INDEX NO. 4636 SHELF NO. 1-29-61 TH. BY A.S.

6-C-2673E

SCALE: HORIZONTAL 1" x 40" MERTICAL

SEQUOIA

AND

AVE. KUEHNLE TO RAVENWOOD

WORKS DEPARTMENT - ANN ARBOR, MICHIGAN PUBLIC

FREDRICK A. MAMMEL

PUMPING STATION

APPROVED BY:

CH. BY JUS AN

SANITARY AS BUILT

AS BLT. L.F.S. 10/69

MARCH 1968

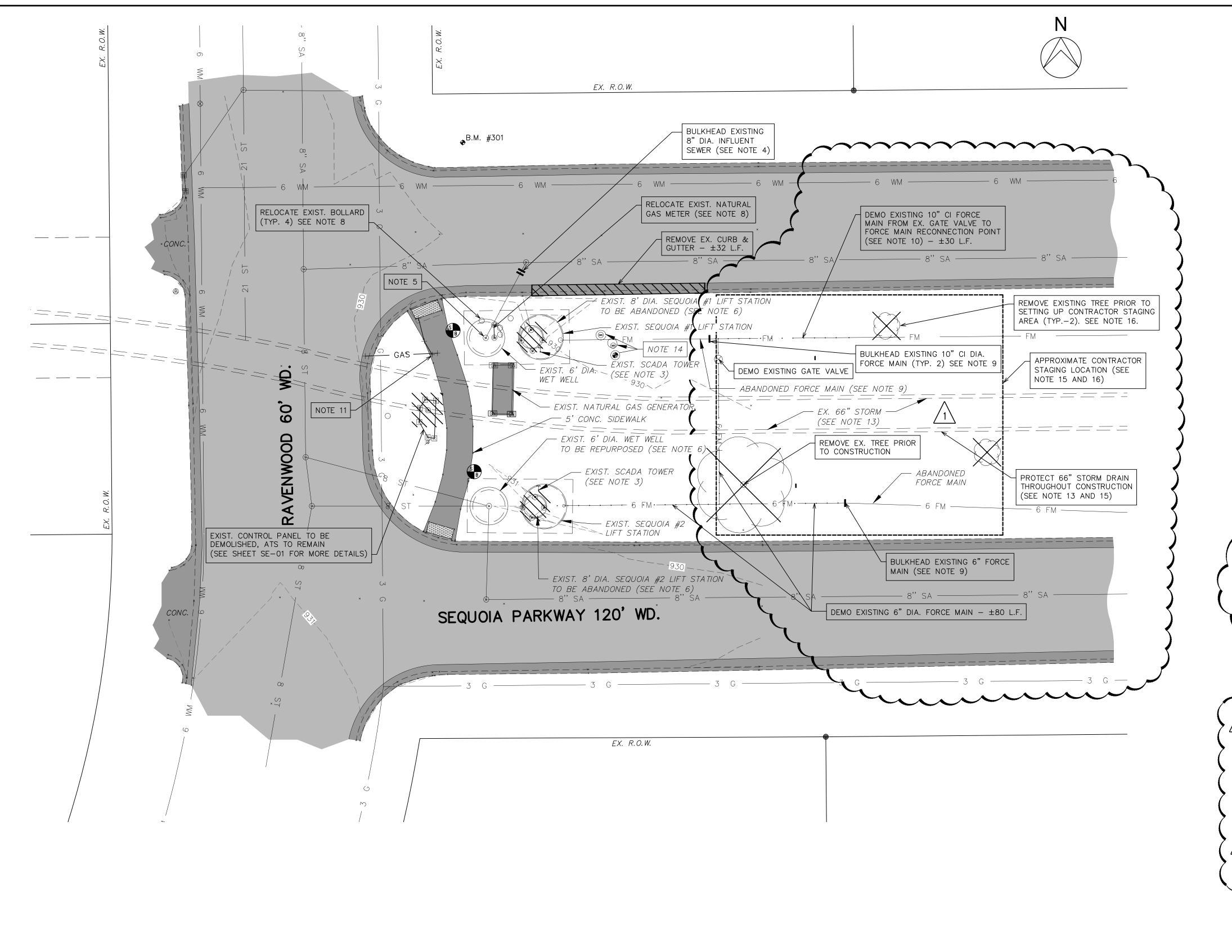
REVISIONS

4/61

SEWER SANITARY

AVE

SUPERINTENDENT OF PUBLIC WORKS



**GENERAL NOTES** 

- 1. CONTRACTOR TO CONFINE HIS OPERATIONS TO WITHIN THE UTILITY EASEMENT AREA AND OUTSIDE OF THE RIGHT OF WAY WHENEVER POSSIBLE.
- 2. BOTH LIFT STATIONS ARE TO REMAIN IN SERVICE UNTIL THE NEW LIFT STATION IS COMMISSIONED. SEE SPEC 01950 FOR ADDITIONAL DETAILS.
- 3. TEMPORARILY RELOCATE SCADA TOWER TO STAGING AREA DURING CONSTRUCTION. CONFIRM FUNCTIONALITY FOLLOWING TEMPORARY INSTALLATION. COORDINATE WITH SPEC SECTION 01950 SEQUENCING.
- 4. BULKHEAD EXISTING 8" DIA. INFLUENT SEWER WITH BRICK TO EXISTING SEQUOIA #1 LIFT STATION AND FILL WITH FLOWABLE FILL.
- 5. DEMO EXISTING MANHOLE COVER, FRAME, CHIMNEY AND CONE. ALL EQUIPMENT LOCATED WITHIN THE EXISTING SEQUOIA #1 LIFT STATION WET WELL TO BE FILL WITH PEA STONE (CONFORMING WITH MDOT 34R). SEE SHEET SD-01 FOR MORE DETAILS ON DEMOLITION.
- 6. EXISTING SEQUOIA #2 LIFT STATION WET WELL TO BE REPURPOSED TO A STANDARD MANHOLE. DEMO AND GROUT ALL EXISTING PIPING BETWEEN LIFT STATION WET WELL AND CAN. SEE REHABILITATION REQUIREMENTS ON SHEET GS-01 AND SP-01.
- 7. EXISTING LIFT STATION CANS TO BE ABANDONED IN PLACE. ALL ELECTRICAL AND MECHANICAL EQUIPMENT IS TO BE DEMOLISHED (SEE SHEET SD-01 AND SE-01). AFTER DEMOLITION AND LIFT STATION DRAINAGE CONNECTION IS COMPLETE, SEQUOIA #1 LIFT STATION ENTRANCE TUBE CAN BE CUT OFF 5' BELOW GRADE AND SEQUOIA #2 LIFT STATION ENTRANCE TUBE CAN BE CUT OFF 16' BELOW GRADE. SEQUOIA LIFT STATION #1 TO BE FILLED WITH FLOWABLE FILL AND SEQUOIA LIFT STATION #2 TO BE FILLED WITH PEA STONE (CONFORMING WITH MDOT 34R).
- 8. RELOCATE EXISTING NATURAL GAS METER AND PROTECTION BOLLARDS AS DIRECTED BY DTE PRIOR TO DEMOLITION OF SEQUOIA #1 LIFT STATION WET WELL.
- 9. BULKHEAD EXISTING FORCE MAIN USING BRICKS AND NON-SHRINK
- 10. CONTRACTOR TO CONFIRM LOCATION OF ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK, AND WILL CONDUCT THEIR OPERATIONS IN SUCH A MANNER AS TO INSURE UTILITIES ARE NOT DISTURBED THROUGHOUT CONSTRUCTION.
- 11. NATURAL GAS UTILITY EXTENDS TO EMERGENCY GENERATOR, BUT UTILITY LOCATION IS UNKNOWN. HAND DIG AROUND THIS VICINITY FOR THE LOCATION.
- 12. ELECTRICAL UTILITY LOCATION IS UNKNOWN. CONTACT MISSDIG FOR UTILITY LOCATION AND HAND DIG AROUND VICINITY TO DETERMINE FINAL
- 13. THE EXISTING 66" STORM SEWER IS A WASHTENAW COUNTY DRAIN, AND A PERMIT IS REQUIRED FOR UTILITY CROSSINGS. THE PLANS HAVE BEEN SUBMITTED TO THE WCWRC FOR REVIEW. THE CONTRACTOR IS REQUIRED TO COMPLY WITH THEIR REQUIREMENTS, INCLUDING LOCATING THE UTILITY ALIGNMENT AND DEPTH, AND PAYING ANY PERMIT FEES, WHICH WILL BE TAKEN FROM THE ALLOWANCE ON THE BID FORM PRICE SHEET. POT—HOLING THE LOCATION MAY BE REQUIRED AS THE TOP ELEVATION OF THE DRAIN IS CURRENTLY UNKNOWN. A STORMWATER MANHOLE IS LOCATED ON THE EAST END OF THE SEQUOIA BOULEVARD HOUSING THE EXISTING SEQUOIA LIFT STATIONS. APPROXIMATE CROWN ELEVATION OF THE STORM SEWER CAN BE ESTIMATED AT THAT
- 14. THE PURPOSE OR FUNCTION OF THE TWO CLEAN—OUTS AND MONITORING WELL ARE UNKNOWN AS WELL AS THE LOCATION OF WHERE THE CLEAN—OUTS MAY LEAD. (THE MONITORING WELL IS ASSUMED TO BE VERTICAL) THE CONTRACTOR IS REQUIRED TO TV EACH LINE TO DETERMINE THE DIAMETER, DEPTH, DIRECTION, AND ANY OTHER INFORMATION REGARDING THESE LINES PRIOR TO DEMOLITION.
- $\sim\sim\sim\sim\sim$ 15. THE CONTRACTOR SHALL SUBMIT SIGNED AND SEALED STRUCTURAL CAPACITY ASSESSMENT AND DESIGN CALCULATIONS BY A PROFESSIONAL ENGINEER CURRENTLY REGISTERED IN THE STATE OF MICHIGAN FOR THE PROJECTED LOADING THAT IS TO BE SUBJECTED TO THE EXISTING 66" STORM SEWER LOCATED WITHIN THE CONSTRUCTION AND CONTRACTOR STORAGE AREA. THE STRUCTURAL CAPACITY ASSESSMENT AND DESIGN CALCULATIONS SHALL BE SUBMITTED TO THE ENGINEER AND WASHTENAW COUNTY DRAIN COMMISSION FOR REVIEW AND APPROVAL TO ENSURE PROTECTION OF THE 66" STORM SEWER DURING CONRSTRUCTION. PROJECTED LOADS INCLUDE BUT IS NOT LIMITED TO CONSTRUCTION EQUIPMENT, STORED MATERIALS AND BYPASS PUMPING EQUIPMENT. THE STRUCTURAL CAPACITY ASSESSMENT AND DESIGN SHALL BE COMPLETED IN CONFORMANCE WITH ASCE 34-14 DESIGN LOADS ON STRUCTURES DURING CONSTRUCTION AND AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS - 8TH EDITION 2017.
- 16. TWO EXISTING TREES WITHIN THE PROPOSED CONTRACTOR STAGING AREA THAT ARE TO BE REMOVED FOR STORAGE ARE TO BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO REMOVAL. REMOVED TREES SHALL BE REPLACED PER SHEET SC-03.

	BENCHMARK INFORMATION	
B.M.#	DESCRIPTION	ELEV.
301	CROSS—CUT AT TOP OF THE LARGE EASTERLY STEAMER OF THE HYDRANT LOCATED AT NORTH EAST CORNER OF SEQUOIA PARKWAY AND RAVENWOOD	531.74



ISSUED FOR ADDENDUM NO. 1 $ extstyle  extstyl$	MAY 13, 2021		NAA
ISSUED FOR BIDS	APRIL 20, 2021		NAA
ISSUED FOR 90% REVIEW	NOV. 5, 2019		AAU
DESCRIPTION	DATE	DRAWN	DRAWN CHECKED

ANN ARBON ANN ARBON ANN ARBOR, MI 48107–864' www.a2gov.org



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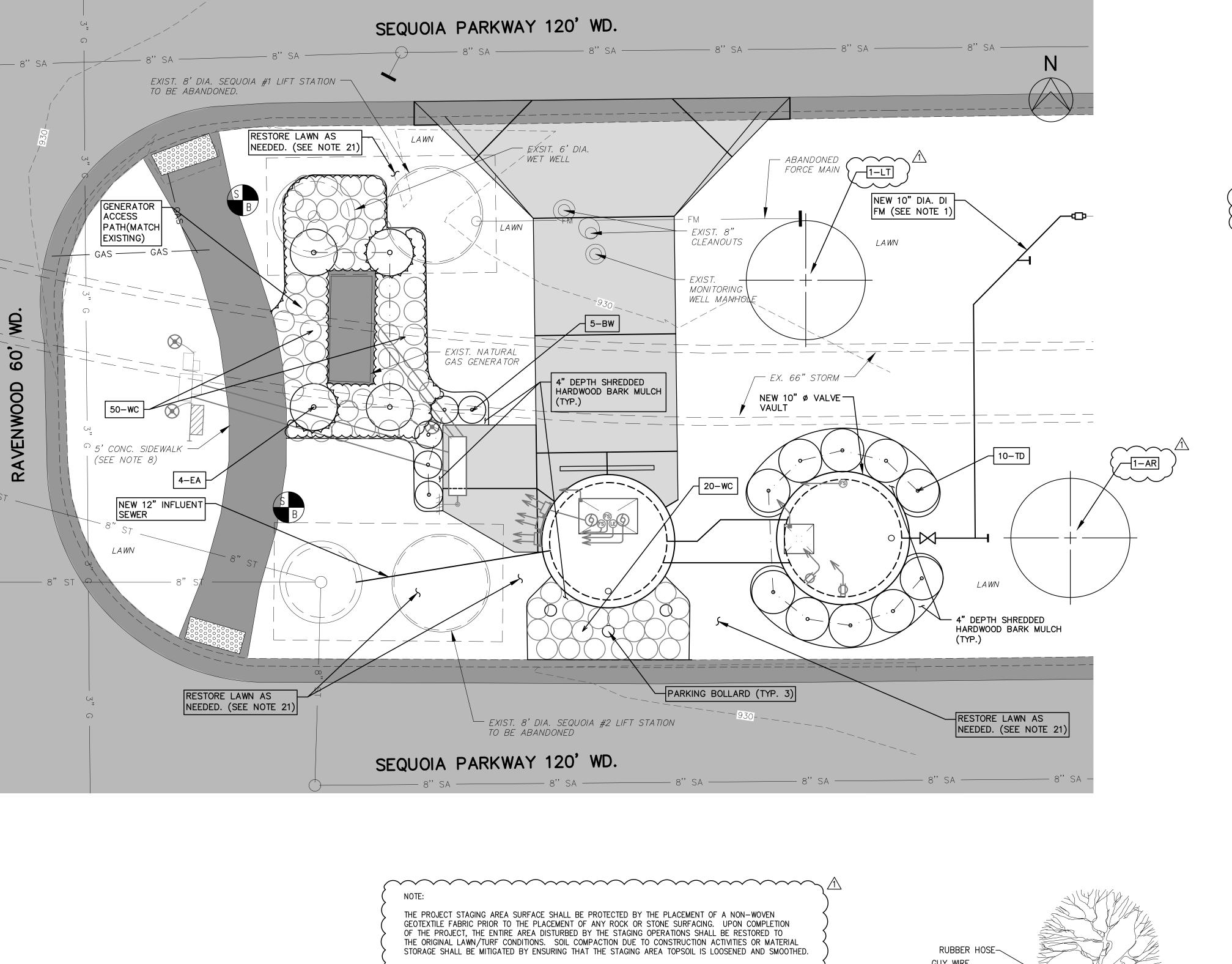
JOIA LIFT STATION ISTING SITE PLAN

SERVICES - CI-SEQUOIA L EXISTING

NAGEMENT - PUBLIC

ROJECI MANAGEMENI:
ALE PLAN: 1"=10'
AWING No.

SHEET No.



# PLANT LIST/QUANTITY

KEY	QT.	BOTANIC NAME	COMMON NAME	SIZE	NOTES
EA	4	EUONYMUS ALA. COMPACTA	DWARF BURNING BUSH	30" HT.	B & B
BW	5	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	2 GAL.	CONT.
WC	70	EUONYMUS FORTUNEI	WINTER CREEPER	1 GAL.	CONT.
TD	10	TAXUS DENSIFORMIS	DENSE YEW	30" HT.	В & В

4" DEPTH HARDWOOD BARK MULCH - ALL BEDS

AR	1	ACER RUBRUM	RED MAPLE 'RED SUNSET'	3" CAL.	B & B
LT	1	LIRIODENDRON TULIPIFERA	TULIP TREE	3" CAL.	В & В

# LANDSCAPE NOTES

- VERIFY ALL CONDITIONS ON SITE PRIOR TO COMMENCING CONSTRUCTION AND REPORT ANY DISCREPANCIES IMMEDIATELY TO ENGINEER OR OWNER.
- 2. VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES AND SERVICES PRIOR TO COMMENCING WORK. CONTRACTOR IS RESPONSIBLE FOR ANY COST INCURRED DUE TO DAMAGED UTILITIES.
- 3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES REFLECTED ON THE PLANT LIST. IF A DISCREPANCY
- EXISTS BETWEEN THE LIST AND THE PLAN, THE PLAN SHALL BE HELD VALID.
  4. INSTALLATION AND SIZE OF ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH BY THE AMERICAN
- ASSOCIATION OF NURSERY MEN OR AS SPECIFIED IN THE WRITTEN SPECIFICATIONS.

  5. THE LANDSCAPE CONTRACTOR SHALL CONTACT THE ENGINEER OR OWNER'S REPRESENTATIVE PRIOR TO BEGINNING CONSTRUCTION.
- DISCREPANCIES BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS, OR OTHER PROBLEM AREAS, SHALL BE RESOLVED AT THIS TIME.

  6. THE LOCATION OF ALL PLANTS SHALL BE SCALED FROM THE DRAWINGS OR INTERPRETED FROM THE PLANT LIST. PRIOR TO PLANT INSTALLATION THE LANDSCAPE CONTRACTOR SHALL CONTACT THE OWNER'S REP. 2 WORKING DAYS BEFORE INSTALLATION TO ALLOW THE OWNER'S REP. THE OPTION TO REVIEW PLANT LOCATIONS.
- 7. IF ROUGH GRADE IS DONE BY OTHERS, CONTRACTOR SHOULD REVIEW THAT GRADE AND ADDRESS ANY PROBLEMS WITH THE OWNER.
  THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL GRADING AND SITE SURFACE DRAINAGE, DRAIN TO PAVING,
- CATCH BASIN ETC. NO LOW SPOTS THAT HOLD STANDING WATER WILL BE ACCEPTED.

  8. ANY RAISED EARTH BERMS SHOWN ON THE PLANS SHALL BE MADE ENTIRELY OF LIGHT ORGANIC SOILS AND SHALL BLEND SMOOTHLY
- INTO EXISTING TOPOGRAPHY
- WATER-IN ALL PLANT MATERIAL IMMEDIATELY AFTER INSTALLATION.
   MULCH CIRCLES FOR ALL TREES SHALL COVER ENTIRE PLANTING PIT. IF SOIL HAS HEAVY CLAY CONTENT,
- PLANTING THE TREE 6" HIGH IS ACCEPTABLE. ADVISE ENGINEER PRIOR TO PLANTING.

  11. SUBMIT SAMPLES OF MULCH, TOPSOIL, PRE-EMERGENT, STONE, ETC., AS REQUIRED BY THE PROJECT.
- 12. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SUPPLY AND PLACEMENT OF TOPSOIL PER SPECIFICATIONS.
- 13. ALL TREES SHALL HAVE CLAY LOAM ROOT BALLS NO SAND BALLS ACCEPTED.

  14. SNOW/TREE PROTECTION FENCING NEEDS TO BE INSTALLED AROUND PERIMETER OF WORK AREA TO PROTECT
- EXISTING TREES AND PROPERTY.

  15. PRIOR TO ANY LAND CLEARING OR CONSTRUCTION, TREE PROTECTION FENCING IS TO BE INSTALLED BY THE CONTRACTOR AND INSPECTED BY THE OWNER. THIS FENCING SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES AND SHRUBS, IN ACCORDANCE WITH THE OWNER'S TREE PROTECTION DETAIL, AND MUST BE MAINTAINED AS APPROVED FOR THE DURATION OF THE PROJECT. NO CUTTING, FILLING OR TRESPASSING SHALL OCCUR INSIDE THE FENCED AREAS WITHOUT PRIOR APPROVAL
- 16. PLANT TREES AND SHRUBS NO CLOSER THAN THE FOLLOWING MINIMUM DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS UNLESS AS SHOWN ON THE PLANS:
- A. SHADE/CANOPY TREES 5 FEET
  B. ORNAMENTAL/FLOWERING TREES 5 FEET
  C. EVERGREEN TREES 10 FEET
- D. EVERGREEN/FLOWERING SHRUBS 4 FEET

  17. DIG SHRUB PIT A MINIMUM OF 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALLS. BACKFILL
  WITH TWO PARTS TOP SOIL, TWO PARTS SOIL FROM EXCAVATED PLANTING HOLE AND ONE PART PEAT. PLANT TREES AND SHRUBS
  AT THE SAME GRADE LEVEL AT WHICH THEY WERE PLANTED AT THE NURSERY. IF WET CLAY SOILS ARE EVIDENT, PLANT TREES
- 18. REMOVE ALL TWINE, WIRE AND BURLAP FROM THE TOP 1/3 OF TREE AND SHRUB EARTH BALLS AND FROM TREE TRUNKS. REMOVE
- ALL NON-BIODEGRADABLE MATERIAL SUCH AS PLASTIC OR NYLON COMPLETELY.

  19. SHRUB BEDS ARE TO BE MULCHED WITH SHREDDED HARDWOOD BARK MULCH TO A MINIMUM DEPTH OF 4". ONLY NATURAL-COLORED SHREDDED HARDWOOD BARK MULCH WILL BE ACCEPTED.
- 20. UPON FINAL COMPLETION, ALL PLANT MATERIALS MUST BE PRUNED AND INJURIES REPAIRED. THE AMOUNT OF PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES AND TO COMPENSATE FOR THE LOSS OF ROOTS FROM TRANSPLANTING. ALL CUTS SHALL BE MADE FLUSH, LEAVING NO STUBS. PAINT ALL CUTS OVER 1"DIA. WITH TREE PAINT.
- 21. EXISTING LAWN THAT THE OWNER INTENDS TO SAVE AND AREAS THAT ARE DAMAGED DURING CONSTRUCTION MUST BE INSPECTED BY THE OWNER'S REP. TO DETERMINE VIABILITY. IF THE EXISTING LAWN IS FOUND TO BE LEVEL, HEALTHY, DENSE & FREE FROM WEEDS, LAWN MAY NOT REQUIRE REPLACEMENT OR RENOVATION. IF RENOVATION IS REQUIRED OR IS PART OF THE APPROVED PLAN, THEN THE FOLLOWING REQUIREMENTS WILL APPLY:
- A.EXISTING LAWN FOUND TO BE GENERALLY IN GOOD CONDITION BUT WITH BARE, SPARSE OR WEEDY AREAS MUST BE RENOVATED BY FILLING IN LOW AREAS, RAKING, OVERSEEDING AND TOP DRESSING ALL SPARSE AND BARE SPOTS AND BY INITIATING A WEED AND FEED PROGRAM.
- 22. BACKFILL DIRECTLY BEHIND ALL CURBS AND SIDEWALKS AND COMPACT TO THE TOP OF CURB OR WALK TO SUPPORT VEHICLE AND PEDESTRIAN WEIGHT WITHOUT SETTLING.
- 23. THE CONTRACTOR AGREES TO GUARANTEE ALL PLANTS FOR ONE YEAR FROM THE TIME OF PLANTING AND FINAL APPROVAL & INSPECTION BY THE OWNER'S REPRESENTATIVE. THIS GUARANTEE INCLUDES FURNISHING NEW PLANTS AS WELL AS THE LABOR AND MATERIALS FOR THE INSTALLATION OF REPLACEMENTS. ALL REPLACEMENT PLANTS SHALL BE GUARANTEED FOR AN ADDITIONAL PERIOD OF ONE YEAR.
- 24. PLANT MATERIAL WITH 25% OR GREATER DIE BACK, AS DETERMINED BY THE OWNER'S REPRESENTATIVE, SHALL BE REPLACED AS STIPULATED ABOVE.
- 25. TOPSOIL SHALL BE FERTILE, FRIABLE NATURAL TOPSOIL OF CLAY LOAM CHARACTER CONTAINING AT LEAST 5% BUT NOT MORE
  THAN 20% BY WEIGHT OF ORGANIC MATTER WITH A PH RANGE FROM 6.0 TO 7.0. SOIL SHALL BE FREE OF CLAY LUMPS, COURSE
  SAND, STONES, PLANT ROOTS, STICKS OR OTHER FOREIGN MATERIAL.

- WEED CONTENT SHALL NOT EXCEED 0.30 OF 1%.

TREE WRAP

(2-#12 TWISTED)

4" MULCH MATERIAL MOUNDED

STAKES 18" BELOW TREE PIT INTO

UNDISTURBED SOIL

3" x 9' CEDAR STAKE

3" GALVANIZED

TURNBUCKLE

EARTH SAUCER-2"x4"x30"

GUYING STAKE —

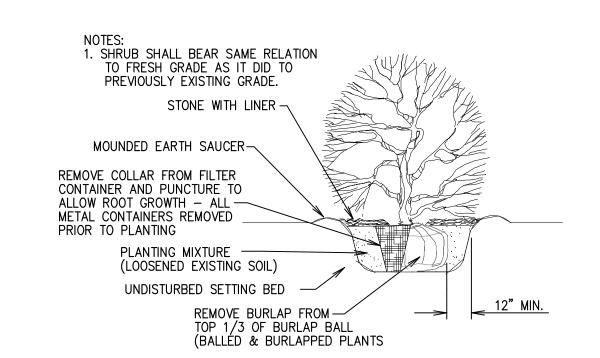
REMOVE BURLAP FROM-

TOP 1/3 OF EARTH BALL

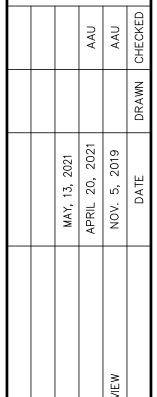
PLANTING MIXTURE

DECIDUOUS TREE PLANTING

(NOT TO SCALE)



(NOT TO SCALE)



CITY OF ANN ARBOR PUBLIC SERVICES 301 EAST HURON STREET P.O. BOX 8647 ANN ARBOR, MI 48107–8647 734–794–6410 www.q2gov.org



ENT - PUBLIC SERVICES - CITY OF ANN ARBOR
SEQUOIA LIFT STATIONS
LANDSCAPING PLAN

SCALE PLAN: 1"=5"