# CITY OF ANN ARBOR INVITATION TO BID



# Sanitary Manhole Raising Project

ITB No. 4691

Due Date: November 23, 2021 by 2:00 PM (Local Time)

Public Works Unit Public Services Area

Issued By:

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

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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

#### INSTRUCTIONS TO BIDDERS

#### General

The purpose of this project is to locate, expose and raise sanitary manhole covers to grade to allow for access to maintain the sanitary sewer system. The project will concentrate on manholes that have been covered by paving operations but will also include the raising of manholes outside of the road right-of-way.

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 **November 4**, **2021 by 1:00 pm (local time)** and should be addressed as follows:

Specification/Scope of Work questions emailed to rhoeft@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 Colin Spencer at cspencer@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 on or before **November 23, 2021 by 2:00 PM (local time).** Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4691 - Sanitary Manhole Raising 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/entrance of City Hall which is accessible to the public at all hours. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

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

#### **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

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

#### Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info 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 one-hundred and twenty (120) 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 Sample Certified Payroll 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 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.

#### Idle free 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 o	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 business under the laws of the State	of
, for whom	, bearing the office title
of, whose signature is affixed to this Bid, is authorized	d to execute contracts.
NOTE: If not incorporated in Michigan, please attach the corporation's Cert	ificate of Authority
A limited liability company doing business under the laws of the Swhom bearing the title of	tate of,
whose signature is affixed to this proposal, is authorized to execute cont LLC.	ract on behalf of the
* A partnership, organized under the laws of the state of of, whose members are (list all members and the street a each) (attach separate sheet if necessary):	
	_
* An individual, whose signature with address, is affixed to this Bid:(  Authorized Official	initial here)
Date	, 202
(Print) Name Title	
Company:	· · · · · · · · · · · · · · · · · · ·
Address:	
Contact Phone ( ) Fax ( )	
Email	

# Section 1 – Schedule of Prices

Company:	
• • · · · · · · · · · · · · · · · · · ·	

Project: Sanitary Manhole Raising Project

Item	Description	Unit	Est. Qty	Unit Price	Extended Price
1	General Conditions, Max \$10,000	LS	1	\$	\$
2	Curb, Gutter, and Curb and Gutter, Any Type, Rem	LF	100	\$	\$
3	Curb and Gutter, Conc, Barrier	LF	50	\$	\$
4	Curb and Gutter, Conc, Mountable	LF	50	\$	\$
5	Curb and Gutter, Conc, Det M, Modified	LF	50	\$	\$
6	Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem	SYD	100	\$	\$
7	Driveway, Nonreinf Conc, 6 Inch, Modified	SYD	50	\$	\$
8	Driveway, Nonreinf Conc, 8 Inch, Modified	SYD	50	\$	\$
9	Sidewalk, Conc, 4 inch, Modified	SFT	300	\$	\$
10	Sidewalk, Conc, 6 inch, Modified	SFT	300	\$	\$
11	Sidewalk, Conc, 8 inch, Modified	SFT	250	\$	\$
12	Sidewalk Ramp, Conc, 6 inch, Modified	SFT	100	\$	\$
13	Detectable Warning Surface	SFT	50	\$	\$
14	Dr Structure Cover, Adj, Case 1, Conc Pvmt	EACH	20	\$	\$
15	Dr Structure Cover, Adj, Case 1, HMA Pvmt	EACH	75	\$	\$
16	Dr Structure Cover, Adj, Case 2, Outside of Pavement	EACH	175	\$	\$
17	Dr Structure Cover, Adj, Case 3, Driveway or Sidewalk	EACH	10	\$	\$
18	Dr Structure, Adj, Add Depth	FT	250	\$	\$
19	Manhole Locate, Any Depth, Below Grade, Any Method	EACH	50	\$	\$
20	Manhole Locate, Any Depth, Above Grade, Any Method	EACH	200	\$	\$
21	Internal Chimney Seal	EACH	25	\$	\$
22	Reconstruct Flow Channel	EACH	25	\$	\$
23	Minor Traffic Control, Max \$5,000	LS	1	\$	\$
24	Temporary Traffic Control, Standard	DAY	50	\$	\$
25	Temporary Traffic Control, Complex	DAY	25	\$	\$
26	Temporary Traffic Control, Special	DAY	10	\$	\$
27	Mobilization, Emergency	EACH	10	\$	\$
28	Mobilization, Non-Emergency	EACH	5	\$	\$
	Total Bid			\$	

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.

preierreu.		
Item Number	<u>Description</u>	Add/Deduct Amount
If the Bidder does not the following statement		ent alternate, the Bidder <b>MUST</b> complete
For the work outlined equipment alternate u		der does NOT propose any material or
Signature of Authorize	ed Representative of Bidder	Date

#### Section 3 - Time Alternate

Occion o - mile micinate
If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.
If the Bidder does not suggest any time alternate, the Bidder <b>MUST</b> complete the following statement:
For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_\_Date \_\_\_\_

#### 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:

Work

**Amount** 

Subcontractor (Name and

Address)

If the Pidder does not expect to engage any major subcentractor, the F	Riddor MUST complete the
If the Bidder does not expect to engage any major subcontractor, the E following statement:	didder <b>MOST</b> complete the
For the work outlined in this request for bid, the bidder does NOT ex subcontractor to perform work under the Contract.	pect to engage any major
Signature of Authorized Representative of Bidder	Date

### Section 5 - References

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

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

1)			
,	Project Name	Cost	Date Constructed
	Contact Name		Phone Number
2)	Project Name	Cost	Date Constructed
	Contact Name		Phone Number
3)	Project Name	Cost	Date Constructed
	Contact Name		 Phone Number

### 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. Orga	anization Name:			
Social Secu	urity or Federal Emp	loyer I.D. #:		
Address:				
City:		State:	Zip:	
Type of Org	ganization (circle one	e below):		
Individual	Partnership	o Corporation	Joint Venture	Other
If "Other" pl	ease provide details	on the organization:		
Year organ	ization established:			
2. Curr organizatio		pals/members/managing	members/partners	of the
		business as" d/b/a, and		
	n of any business na			

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).
5. Qualifications of management and supervisory personnel to be assigned by the bidder:
6. 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 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, su supporting documentation or other evidence of such program(s).	bmit
14. Has bidder had any violations of state, federal, or local laws or regular including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage hour laws, worker's compensation or unemployment compensation laws, rule regulations, issued to or against the bidder within the past five years?	e and
Yes No	
If you answered "yes" to the question above, for each violation provide explanation of the nature of the violation, the agency involved, a violation or referoumber, any other individual(s) or party(ies) involved, and the status or outcome resolution.	rence
15. Does bidder have an existing Fitness for Duty Program (drugs and alcohol tee of each employee working on the proposed jobsite?	sting)
Yes No	
If you answered "Yes", please submit documentation of the Fitness for Program and what it entails.	Duty
16. Submit documents or evidence of any debarment by any federal, state or governmental unit and/or findings of non-responsibility or non-compliance with responsibility or private construction project performed by the bidder.	
17. Proof of insurance, including certificates of insurance, confirming existence amount of coverage for liability, property damage, workers compensation, and any 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-approved safety-training program for employees to be used on the proposed job site?				
	Yes No			
sa	If bidder answered "yes" to the question above, submit documentation of your afety-training program.			
19. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")?				
	Yes No			
	EMR =			
20	O. Will bidder use masters, journeypersons and apprentices on the project?			
	Yes No			
If bidder answered "yes" to the question above, provide the ratio of masters and journeypersons to apprentices for this project.				
	Ratio:			
If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.				
	If, yes, Ratio =			
21. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?				
	Yes No			
If bidder answered "yes" to the question above, please submit a copy of the program document(s) and evidence of its registration.				
If bidder answered "no" to the question above, please provide details on how you assess the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.				

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 shown 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 Michigan Munic Huron Street, Ann Arbor, Michigan 48104 ("City") and("Contractor")	ipal Corporation, 301 East
(An individual/partnership/corporation, include state of incorporation)	(Address)
Based upon the mutual promises below, the Contractor and the City agree as fo	ollows:

#### **ARTICLE I - Scope of Work**

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled **Sanitary Manhole Raising Project and ITB# 4691**] in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

Non-discrimination and Living Wage Declaration of Compliance Forms (if applicable) Vendor Conflict of Interest Form Prevailing Wage Declaration of Compliance Form (if applicable) Bid Forms Contract and Exhibits Bonds General Conditions Standard Specifications Detailed Specifications Plans Addenda

#### **ARTICLE II - Definitions**

Administering Service Area/Unit means Public Services Area/Public Works Unit

Project means Sanitary Manhole Raising Project and ITB# 4691

**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: Ron Hoeft whose job title is Public Works 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 Representative means [Insert name] whose job title is [Insert job title].					
ARTICLE III	- Time of Completion				
(A)	The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.				
(B)	The entire work for this Contract shall be completed within ( ) consecutive calendar days.				
(C)	Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$ for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.				
	The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.				
ARTICLE IV	- The Contract Sum				
(A)	The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Form for the estimated bid total of:				
	Dollars (\$)				
(B)	The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.				

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City and the Contractor.

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

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

FOR CONTRACTOR	FUR THE CITY OF ANN ARBOR
Ву	 By Christopher Taylor, Mayor
lts:	
	By Jacqueline Beaudry, City Clerk
	Approved as to substance
	Ву
	Milton Dohoney Jr, Interim City Administrator
	Ву
	Craig Hupy, 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
	and	, a corporation duly authorized
		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,
(0)	by this bond.	44i4b 4b - Oit4i4b - d
(2)	The Principal has entered a written Con	tract with the City entitled
	for ITB No and this bon	d 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
	(b) obtain a bid or bids for submission t	to the City for completing the Centract in accordance with
		to the City for completing the Contract in accordance with termination 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
		lamages for which Surety may be liable hereunder, the
	amount set forth in paragraph 1.	amages for which curety may be hable hereunder, the
(4)		City if the Principal fully and promptly performs under the
(¬)	Contract.	only in the Filliopal raily and promptly performs under the
(5)		n of time, alteration or addition to the terms of the Contract
` ,	or to the work to be performed thereund	ler, or the specifications accompanying it shall in any way
	affect its obligations on this bond, and	I waives notice of any such change, extension of time,
	alteration or addition to the terms of the	Contract or to the work, or to the specifications.
(6)		at signatures on this bond may be delivered electronically
		e to treat electronic signatures as original signatures that
		/ be executed and delivered by facsimile and upon such
		leemed to have the same effect as if the original signature
	had been delivered to the other party.	
SIGN	ED AND SEALED this day of	202
Oloit	day of	, 202
(Nam	ne of Surety Company)	(Name of Principal)
-		. ,
Бу <u>(</u>	Signature)	Ву
,	Signature)	(Signature)
Its		Its
	tle of Office)	(Title of Office)
(	,	()
Appro	oved as to form:	Name and address of agent:
• •		Ç
Stank	hen K. Postema, City Attorney	
orebi	nen K. Postema, Oity Attorney	

# LABOR AND MATERIAL BOND

(1)					
	of	(referred to as			
	"Principal"), and	, a corporation duly authorized			
	to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor,				
	Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan				
	Public Acts of 1963, as amended, bei	ng MCL 129.201 <u>et seq</u> ., in the amount of			
	\$, for the payment of which Principal and Surety bind themselves, their heirs,				
	executors, administrators, successors	and assigns, jointly and severally, by this bond.			
(2)	The Principal has entered a written C	ontract with the City entitled			
	for ITB No	; and this bond is			
		rith Act No. 213 of the Michigan Public Acts of 1963 as amended;			
(3)	•	ully repay claimants for labor and material reasonably required			
(3)	under the Contract, the Surety shall p				
(4)	•				
(4)	Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have r obligation if the Principal promptly and fully pays the claimants.				
(5)					
(3)	Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu				
	of an original signature and agree to treat electronic signatures as original signatures that bind them to				
	this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the				
	-	same enect as it the original signature had been delivered to the			
	other party.				
SIC	GNED AND SEALED this day	of, 202_			
	ame of Surety Company)	(Name of Principal)			
Ву	(Signature)	Ву			
	(-19)	(Signature)			
lts_	(Title of Office)	Its(Title of Office)			
	(Title of Office)	(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 quarantees.

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

# **Section 20 - Suspension of Work**

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

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

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

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

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

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

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

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

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

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

## Section 24 - Removal of Equipment and Supplies

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

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

# Section 25 - Responsibility for Work and Warranties

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

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

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

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

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

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

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

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

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

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

### Section 28 - Contractor's Insurance

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

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

### Required insurance policies include:

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

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

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

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

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

insurer against the City for any insurance listed herein.

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

# **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

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

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

# **Section 30 - Damage Claims**

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

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

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

## **Section 32 - Assignment**

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

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

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

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

### Section 34 - Subcontracts

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

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

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

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

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

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

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

## **Section 36 - Supervising Professional's Decisions**

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

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

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

### Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land 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 th	e period	, 20, t	o, 20
, performed any work, furnished any mate	rials, sustained any le	oss, damage o	r delay, or otherwise
done anything in addition to the regular ite	ms (or executed char	nge orders) set	t forth in the Contract
titled, fe	or which I shall a	isk, demand,	sue for, or claim
compensation or extension of time from	the City, except as I	I hereby make	claim for additional
compensation or extension of time as s	et forth on the attac	ched itemized	statement. I further
declare that I have paid all payroll obligation			
the above period and that all invoices rela		eceived more	than 30 days prior to
this declaration have been paid in full exc	ept as listed below.		
There <u>is/is not</u> (Contractor please circle of attached regarding a request for additional attached regarding at the regarding			
Contractor	Date		
Contractor	Buto		
Ву			
(Signature)			
Its(Title of Office)			
(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 C	City of Ann Arbor,	Michigan to	under
the terms and conditions of a Contract tit	led		The Contractor
represents that all work has now been ac	complished and th	e Contract is comple	te.
•	·	·	
The Contractor warrants and certifies that	all of its indebtedr	ness arising by reaso	n of the Contract
has been fully paid or satisfactorily secur	ed; and that all cl	aims from subcontra	ctors and others
for labor and material used in accomplish	ing the project, as	s well as all other cla	ims arising from
the performance of the Contract, have b	een fully paid or	satisfactorily settled.	The Contractor
agrees that, if any claim should hereafter		sume responsibility for	or 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 th			
premises for labor and material used in the	e project owned b	y the City of Ann Arb	oor.
This affidavit is freely and voluntarily give	n with full knowled	Ine of the facts	
This amazin is neerly and voluntarily give	ii willi idii kilowica	ge of the lacts.	
Contractor	Date		
By			
(Signature)			
Its			
(Title of Office)			
(The of Office)			
Subscribed and sworn to before me, on the	nis dav of	. 20	
	County,	Michigan	
Notary Public		· ·	
County, MI			
My commission expires on:			

### STANDARD SPECIFICATIONS

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

Standard Specifications are available online:

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

# **DETAILED SPECIFICATIONS**

# DETAILED SPECIFICATION FOR GENERAL CONDITIONS

AA:DAD 1 of 2 03/11/19

- **a. Description.** This item comprises all work described and required by the plans and specifications at each project location for which the contract contains no item(s) of work, including but not limited to the following:
  - Scheduling, coordination, and organization of all work, subcontractors, suppliers, testing, inspection, surveying, and staking.
  - Coordination of, and cooperation with, other contractors, agencies, departments, and utilities.
  - Protection and maintenance of utilities.
  - Maintaining drainage.
  - Furnishing, placement, and grading of maintenance gravel to construct any temporary driveways, sidewalks and/or sidewalk ramps necessary for construction of the proposed work.
  - Maintaining driveways drive openings, sidewalks, bike paths, mail deliveries, and solid waste/recycle pick-ups. This includes the placement and maintenance of gravel in driveway openings as directed by the Engineer.
  - Storing all materials and equipment off lawn areas.
  - Temporary relocation and final replacement/re-setting of mailboxes.
  - Coordination efforts to furnish various HMA mixtures as directed by the Engineer
  - Coordination efforts to furnish and operate various-size vehicles/equipment as directed by the Engineer
  - Furnishing and operating vacuum-type street cleaning equipment a minimum of once per week or more frequently as directed by the Engineer
  - Protecting all sewers, and drainage and utility structures including manholes, gate
    wells, valve boxes, inlet structures, roadside ditches, and culverts from damage and
    contamination by debris and construction materials. Keeping structures and culverts
    clean of construction debris and properly covered/protected at all times during the
    construction. Immediately cleaning any structures, sewers, culverts and/or roadside
    ditches contaminated with construction debris resulting from Contractor operations
    and/or work activities.
  - Disposing of excavated materials and debris The Contractor shall dispose of, at the Contractor's expense, all excavated material. The Engineer will not pay for any costs associated with this work separately.
  - Furnishing and operating vacuum-type utility structure cleaning equipment
  - Furnishing and operating both vibratory plate and pneumatic-type ("pogo-stick") compactors
  - Furnishing and operating a backhoe during all work activities

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

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

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

- b. Materials. None Specified.
- c. Construction. Not specified.
- **d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

Pay Item	Pay Unit
General Conditions, Max \$	Lump Sum

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

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

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

# DETAILED SPECIFICATION FOR MATERIAL AND SUPPLY SUBMITTALS AND CERTIFICATIONS

AA:DAD 1 of 1 02/27/19

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

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

- b. Materials. None specified.
- c. Construction. Not specified.
- **d. Measurement and Payment.** Costs for this work will not be paid for separately, but shall be included in the Contract pay Item "General Conditions, Max \$".

# DETAILED SPECIFICATION FOR VACUUM TYPE CLEANING EQUIPMENT

AA:DAD 1 of 1 02/25/18

- **a. Description**. This work includes furnishing and operating throughout the construction period, vacuum type street cleaning and utility structure cleaning equipment (Vac-All, Vactor, etc.) approved by the Engineer, as and when directed by the Engineer for dust control, for dirt/debris control, and for street cleaning immediately prior to paving, and for street and utility structure cleaning after any and all paving.
  - **b.** Materials. None specified.
- **c.** Construction. The Contractor shall furnish and operate throughout the construction period, vacuum type street cleaning and utility structure cleaning equipment (Vac-All, Vactor, etc.) approved by the Engineer. When directed by the Engineer, the Contract shall use this equipment to control dust, dirt, and other debris within the project limits and beyond as required, to clean streets surfaces immediately prior to placing HMA pavement mixtures, and for street and utility structure cleaning after any and all paving. The cleaning equipment shall be of sufficient power to remove dust, dirt, and debris from the pavement and from utility structures in and adjacent to the construction area.
- **d. Measurement and Payment.** The Engineer will not pay for the work required of this detailed specification separately. The Contractor shall be include it in the contract unit price bid for the pay Item **General Conditions, Maximum, \$\_\_\_**.

# FOR PROJECT SCHEDULE

AA:DAD 1 of 3 02/19/21

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

Organize, coordinate and diligently execute the work at the locations shown on the Schedule of Streets included herein. This schedule details the requirements, if any, for the Start of Work (on or after dates specified), the Completion of Work (on or before dates specified), Restricted Dates, the Maximum Calendar Days for Open to Traffic, and the Liquidated Damages per Calendar Day for each street or phase of work. For the purpose of this Contract, the "Start of Work" definition is the date when the temporary "No-Parking" signs become effective and all required temporary traffic control and SESC measures are in place and ready for use. The City will consider individual major street locations and local street phases to be open to traffic once they have met the "Approved for Traffic" requirements defined in subsection 107.21 of the Michigan Department of Transportation 2012 Standard Specifications for Construction. Within 10 days of opening to traffic an individual major street location or local street phase the Contractor shall complete all work, which includes, but is not limited to, placement of permanent pavement markings, minor slope restoration, clean-up, street cleaning, underground utility and utility structure cleaning (minor street phases), the removal of all temporary traffic control and SESC devices and temporary "No Parking" signs, and other necessary work and as directed by the Engineer. Failure to complete work in a timely manner may result in the suspension of active project work or a delay in starting subsequently planned project work.

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

Conduct the local street phased work as shown on the Schedule of Streets beginning with one phase and opening it to traffic before progressing to the next and continue in this manner until all phases are complete. Begin work on Phase 1 and continue in order through Phase 4 unless otherwise directed or approved by the Engineer. The Engineer will allow preparation of subsequent project phase work up to five (5) days in advance of the planned open to traffic date for the phase on which the Contractor is currently working. This work includes placement/installation of temporary "No-Parking" signs and temporary traffic control and SESC devices. In no case will work be allowed to progress on a subsequent project phase beyond that considered preparational until the current phase is open to traffic or the Engineer directs otherwise. During this five (5) day period the Contractor will cover all temporary "No-Parking" and temporary traffic control signs by methods approved by the Engineer until such time they become effective and are needed for use.

The City expects to furnish the Contractor with two (2) copies of the Contract, for its execution, on or before **October 18, 2021**. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance documentation, to the

City by November 18, 2021. The Contractor shall not begin the work before the applicable date(s) as described herein without approval from the Project Engineer, and in no case before the receipt of the fully executed Contract and Notice to Proceed.

By no later than **November 24, 2021**, the Contractor shall submit a detailed schedule of work (progress schedule) for the Engineer's review and approval. The progress schedule must fully comply with the scheduling requirements contained on the Schedule of Streets. The schedule shall clearly indicate, in detail, the start and the finish date of each work task on each street. The Contractor shall update the approved progress schedule each week and present it to the Engineer at the weekly progress meeting and must consult with the Engineer for review and approval of any proposed deviations from the most current, approved, schedule.

The Contractor shall begin the work of this project on or after **December 1, 2021**, and only upon receipt of the fully executed Contract, Notice to Proceed and approved Progress Schedule. The City will consider granting appropriate time extensions should delays prevent the Contractor from starting work on this date.

Complete the entire project on or before **June 30**, **2022**. Completion of the project means all locations shown on the Schedule of Streets are complete and ready for use in accordance with the "Completion of Work" as defined above.

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

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

The Engineer may delay or stop the work due to threatening weather conditions. No compensation shall be due the Contractor for unused materials or downtime due to rain, or the threat of rain. The Contractor is solely responsible for repairing all damages to the work and to the site, including any City infrastructure, and any adjacent properties resulting from its decision to work in the rain.

The Contractor shall not work in the dark except as approved by the Engineer and shall provide lighting for night work as detailed elsewhere in this contract. The Engineer may stop the work or may require the Contractor to defer certain work to another day, if, in the Engineer's opinion, the Contractor cannot be complete the work within the remaining daylight hours, or if inadequate daylight is present to properly perform or inspect the work. No compensation shall be due to the Contractor for unused materials or downtime, when the Engineer directs work stoppage for reasons due to darkness and/or inadequate remaining daylight. The Contractor is solely

responsible for repairing all damages to the work and to the site, including any City infrastructure, and any adjacent properties, which result from working in the dark. Assessment of Liquidated Damages will occur until the required work is complete in the current construction season. If, with the Engineer's approval, work extends beyond seasonal limitations,

the assessment of Liquidated Damages will discontinue until the work resumes in the following construction season.

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If the construction contract is not complete within the specified period(s) including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor it may terminate the Contract. Should this occur no additional compensation will be due to the Contractor, and the Contractor may be forbidden to bid on future City of Ann Arbor projects for a period of at least three (3) years. If the Engineer elects to terminate the Contract, payment for contract items with a Lump Sum unit price will be up to a maximum amount equal to the percentage of the contract work that is complete at the time of termination.

The City's decision to delete streets or phases, add streets, change the construction limits on streets, or, the City's contribution to a delay of the construction on <u>any one street</u> shall not entitle the Contractor to receive additional compensation for work on any <u>other street(s)</u> or <u>phase(s)</u>, nor shall it relieve the Contractor of any responsibilities for completion of work on any <u>other street(s)</u> or <u>phase(s)</u>.

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

# DETAILED SPECIFICATION FOR MAXIMUM UNIT WEIGHT

AA:DAD 1 of 1 03/10/18

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

# DETAILED SPECIFICATION FOR REMOVING CONCRETE ITEMS

AA:DAD 1 of 2 03/11/19

- **a. Description.** This work consists of removing concrete items including curb, gutter, curb and gutter, integral curb, sidewalk, sidewalk ramps, driveway openings, and driveway approach pavements as shown on the plans, in accordance with section 204 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, except as specified herein, and as directed by the Engineer.
- **b. Materials.** Provide materials in accordance with those specified in section 204 of the MDOT Standard Specifications for Construction.
- **c. Construction.** Complete this work, as applicable, according to in section 204 of the MDOT 2012 Standard Specifications for Construction, as described below, and as directed by the Engineer.

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

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

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

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

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

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

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

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

Excavated/removal areas shall be adequately protected with barricades and/or fencing at all times.

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

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

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

Pay Item

Curb, Gutter, and Curb and Gutter, Any Type, Rem ......Foot
Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem ......Square Yard

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

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

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

#### Section 403. DRAINAGE STRUCTURES

**403.01. Description.** This work consists of adjusting, constructing, or temporarily lowering drainage structures and cleaning existing drainage structures and leads as directed by the Engineer.

Drainage structures include manholes, catch basins, leaching basins, inlets, and drop inlets.

- **Drainage Structure.** Includes concrete footing or precast sump. Used for access to new or existing sewers with a diameter no greater than 48 inches.
- **Precast Manhole Tee and Manhole Riser.** Used for access to new sewers with diameters of at least 42 inches.
- Manhole Base, Type 1 or Type 2, and Manhole Riser. Used for access to new or existing sewers with a diameter of at least 48 inches. Manhole Base Type 1 may be substituted for Precast Manhole Tees.

#### 403.02. Materials. Provide materials in accordance with the following:

Concrete, Grade S3	701
Mortar Type R-2	
Granular Material Class II, III	
Steel Reinforcement	905
Miscellaneous Metal Products	<u>908</u>
Castings	
Culvert, Sewer Pipe, and Box Sections	
Geosynthetics	
Masonry Units	

Provide cast-in-place or precast concrete construction for sanitary sewer manholes.

Provide structural steel plate, at least  $\frac{1}{2}$  inch thick, for temporary lowering of drainage structures that span 72 inch, or less. Ensure plates cover the entire drainage structure with a bearing surface of at least 12 inches. Submit to the Engineer, structural calculations prepared by a professional engineer, licensed in the state of Michigan, for plates that span greater than 72 inches.

Provide leveling course hot mix asphalt (HMA) for patching during the temporary lowering operations, or other HMA mixture as approved by the Engineer.

#### 403.03. Construction.

- A. Constructing, Adjusting, and Temporary Lowering of Drainage Structures, Precast Manhole Tees, Manhole Bases, and Manhole Risers.
- 1. **Excavation.** Excavate for constructing, adjusting, and temporarily lowering drainage structures, precast manhole tees, manhole bases and manhole risers in accordance with subsection <u>206.03.A</u>.
- 2. **Concrete Construction.** Construct concrete portions of drainage structures in accordance with subsection <u>706.03</u>. Do not cast drainage structures if the concrete temperature is above 90 °F.
- 3. Placing Brick and Block Masonry. Do not place masonry with mortar when the ambient air temperature is 36 °F or less unless approved by the Engineer. Remove and replace work damaged by frost. Apply a ½-inch thick plaster coat of mortar to the outer surface of structures, and to the inner surface below the outlet flow line on catch basins with traps or sumps. Place the first set of bricks or blocks on a full bed of mortar. Lay brick or block in courses with uniform mortar joints ½ inch thick, ±½ inch. Stagger joints by half the length of the brick or block on adjoining courses. Place courses level unless otherwise required. Strike and point joints so the exposed surface is smooth. Rake joints and wet brick or block before placing the plaster coat. Allow the brick or block surface to dry to provide for proper bonding of the plaster coat.

Wet the brick. Allow the brick surface to dry to allow the brick and mortar to bond. Do not use broken or chipped brick on the faces of the structure. Provide a course made of headers, at least every seventh course. Make closures with brick lengths no less than the width of a whole brick.

- 4. Precast Reinforced Concrete Units. Use poured-in-place concrete, in accordance with subsection 403.03.A.2, or precast concrete footings. Construct precast reinforced concrete units in accordance with the contract. Seal the joints with mortar in accordance with subsection 403.03.A.3 or use butyl rubber sealant that conforms to ASTM C 990. Support precast concrete footings on a 6-inch subbase of compacted granular material Class II.
- 5. **Steel Reinforcement.** Install steel reinforcement in accordance with subsection <u>706.03</u>.
- 6. **Inlet and Outlet Pipes.** Place and compact backfill around the manhole base or sump to provide bedding for inlet and outlet pipes.

Extend inlet and outlet pipes through the outside wall surface of the manhole a sufficient length to allow for pipe connections. Carefully construct masonry around pipes and seal with mortar to prevent leakage.

7. Backfilling. Backfill in accordance with subsection 401.03.D.

The Contractor may stage backfilling to follow the construction progress of the structure.

8. **Temporary Lowering of Drainage Structures.** Lower drainage structures before milling the pavement.

Record the location of the structure so each cover can be reinstalled at its original location. Remove the existing frames and covers and match mark them for later identification and placement. Salvage and safely store frames and covers. Repair the existing structure to allow uniform contact of the steel plate to the top of the structure. Place and compact the HMA for patching in accordance with section 501.

- 9. **Protection During Construction.** Install appropriate inlet protection device in accordance with section <u>208</u>, when working around drainage structure.
- B. **Drainage Structure Covers.** Provide and install new covers, including frames and grates, on new or existing structures as required. Place castings on a full mortar bed.
- C. Adjusting Drainage Structure Covers. Adjusting drainage structure covers applies when the new elevation of the cover requires a vertical change of no greater than 6 inches. Immediately before placing the HMA top course or overlay, make final adjustments to drainage structure covers within the HMA pavement section, if only applying one course. Adjust the cover to the required elevation by supporting it on one of the following:
- 1. A metal ring adjustor,
- 2. A concrete collar.
- 3. Masonry in a full mortar bed, or
- 4. An alternate adjustor selected from the Qualified Products List.

Hold adjusted covers in place. Remove and replace the adjacent pavement, curb, or curb and gutter to match the existing grades or the required new elevations.

D. Additional Depth of Adjusting Drainage Structures. Additional depth of adjusting drainage structure covers applies when a drainage structure cover is adjusted more than 6 inches from the existing cover

elevation due to a change in elevation of the roadway or when alterations to the drainage structure exceed 6 inches regardless of the change in cover elevation. Remove damaged or unsound portions of the structure, as directed by the Engineer, and adjust as required.

E. **Drainage Structure Taps.** Make connections to existing drainage structures, owned by counties, municipalities, or drain commissions, in accordance with the owner's regulations and the contract. If a conflict exists between the owner's regulations and these specifications, the owner's requirements take precedence.

If tapping an existing drainage structure, cut an opening into the receiving structure at least equal to the outside diameter of the inlet pipe plus 6 inches and insert the pipe. Pack a layer of mortar at least 3 inches thick around the inlet pipe and strike smooth with the inner wall of the receiving structure. Repair or replace existing drainage structure damaged by Contractor operations during tapping at no additional cost to the Department.

Tap directly to a sewer or culvert in accordance with subsection 402.03.D.

- F. **Cleanout.** Maintain catch basins, manholes, leaching basins, and inlets installed on the project. Ensure installed catch basins, manholes, leaching basins, and inlets are free of silt, debris, and other deleterious material at the time of final acceptance.
- G. Cleaning Existing Drainage Structures and Leads. Before starting work, the Engineer will determine the condition and will identify the areas on the project that require cleaning of existing drainage structures and leads.

First, clean the downstream drainage structure nearest the trunk sewer and place a temporary bulkhead so the trunk sewer remains clear. Clean upstream drainage structures and leads only after cleaning and bulkheading the downstream drainage structure.

Clean the drainage structures, leads, or both, of sand, silt, and debris and prevent further contamination of the leads.

Dispose of the waste generated from the drainage structure or drainage structure lead cleanout operation using either Disposal Alternate A, or Disposal Alternate B, in accordance with subsection <u>403.03.G.1</u> and subsection 403.03.G.2.

If the Contractor suspects the waste generated is contaminated but non-hazardous or is hazardous, the Contractor must notify the Engineer.

Immediately notify the Engineer if testing shows the material is a hazardous waste as defined in 1994 PA 451, Part 111, Hazardous Waste Management.

### 1. Disposal Alternate A.

- a. Solid Waste Phase. Solid waste disposal rules require that the waste have no releasable liquids. Dispose of the solid waste at a Type II landfill. The landfill may require testing before accepting the waste. Provide disposal documentation from the Type II landfill to the Engineer.
- b. **Liquid Waste Phase.** Dispose of the liquid waste using one of the following options:
  - Option 1 Evaporate the liquid waste by use of drying beds, decanting stations, or similar systems that contain the solids during evaporation.
  - Option 2 Place liquid waste in a sanitary sewer system with the sanitary sewer owner's approval. Provide a copy of the owner's approval to the Engineer.
  - Option 3 Pump the majority of clear liquid from the drainage structure and leads without disturbing the solids. Discharge this clear liquid to:
  - A sanitary sewer system with the sanitary sewer owner's approval;
  - ii. The curb and gutter such that it re-enters and is completely contained within the storm sewer system and does not enter the waters of the state; or
  - iii. An area of undisturbed, well- vegetated ground at a rate that does not result in excessive ponding, runoff, or soil erosion.

Dispose of the remaining solid and liquid phase as waste using Disposal Alternate A, either Option 1 or Option 2, or Disposal Alternate B.

2. **Disposal Alternate B.** Use a Licensed Liquid Industrial Waste Hauler to transport the waste generated and dispose of it in accordance with 1994 PA 451, Part 121, Liquid Industrial Waste. Provide the Engineer a copy of the transport manifest.

### 403.04. Measurement and Payment.

Pay Item	Pay Unit
Dr Structure, inch dia	Each
Dr Structure Add Depth of	inch dia 8 foot to 15 foot Foot

Dr Structure, Add Depth of inch dia, more than 15 foot	Foot
Drop Inlet, Type	Each
Mh, Precast Tee, Cl, inch	Each
Mh Base, inch, Type	Each
Mh Riser	Foot
Dr Structure Cover, Type	Each
Dr Structure Cover, Adj, Case	Each
Dr Structure, Adj, Add Depth	Foot
Dr Structure, Tap, inch	Each
Dr Structure, Temp Lowering	Each
Dr Structure, Cleaning	Each
Dr Structure Lead, Cleaning, inch	Foot

A. **Drainage Structures Excluding Drop Inlets.** The Engineer will measure the depth of drainage structures, with the exception of drop inlets, from the top of the masonry to the top of the concrete footing.

The unit price for **Dr Structure**, of the diameter required includes the cost of concrete footing and no greater than 8 feet of the drainage structure depth. The unit price for **Dr Structure** includes the cost of temporary or final grade adjustments of the structure.

The unit price for **Dr Structure**, **Add Depth**, **8 foot to 15 foot**, of the diameter required includes the cost of drainage structure portions, greater than 8 feet deep, but no greater than 15 feet deep.

The unit price for **Dr Structure**, **Add Depth**, **more than 15 foot**, of the diameter required includes the cost of drainage structure portions greater than 15 feet deep.

The unit price for new structures includes the cost of cleaning new drainage structures.

B. **Drop Inlets.** The Engineer will measure drop inlets as units, of the type required, regardless of depth.

The Department will pay separately for pipe leading from the drop inlet to a sewer or catch basin. The cost of pipe from drop inlets, Type 1 is included in the unit price for related sewer pay items, in accordance with subsection 402.04. The cost of pipe from drop inlets, Type 2, is included in the unit price for the related encased sewer pay item.

The Department will pay for a sewer tap or drainage structure tap, in accordance with subsection <u>402.04</u>, only if tapping the sewer or encased sewer into an existing drainage system is required.

C. Manhole Base and Riser. The Engineer will measure Mh Riser vertically from above the collar of the Mh, Precast Tee, or above the Mh Base to the top of the riser.

The unit price for **Mh Base**, **Type 1** includes the cost of cutting access holes in the sewer.

If the Contractor uses **Mh Base**, **Type 1** in place of **Mh**, **Precast Tee** and the contract does not include the pay item **Mh Base**, **Type 1**, the unit price for **Mh**, **Precast Tee** includes the cost of installing a Type 1 manhole base.

D. **Drainage Structure Covers.** When new covers are placed on existing structures, the Engineer will measure and the Department will pay for **Dr Structure Cover, Adj, Case** \_\_ in addition to the new cover.

The unit price for **Dr Structure Cover**, **Adj**, **Case 1** includes the cost of the following:

- 1. Sawcutting existing pavement, curb, and curb and gutter;
- 2. Adjusting the cover up or down, no greater than 6 inches; and
- 3. Removing and replacing pavement adjacent to the adjusted cover.

The Department will pay separately for removing and replacing curb and gutter adjacent to the adjusted structure.

The Department will only pay for **Dr Structure Cover**, **Adj**, **Case 2** for structure adjustments located outside existing pavement, curb, and curb and gutter.

The unit price for **Dr Structure Cover**, **Adj**, of the case required includes the cost of repairs for uniform contact of temporary steel plate to the top of structures.

The Engineer will measure **Dr Structure**, **Adj**, **Add Depth**, of the required diameter and depth, beginning 6 inches from the level of the existing structure, in the direction of adjustment, to the limit of the additional adjustment depth. If the contract includes a pay item for **Dr Structure**, **Adj**, **Add Depth**, the contract will also include a pay item for **Dr Structure Cover**, **Adj**, of the case required. The unit price for **Dr Structure**, **Adj**, **Add Depth** includes the cost of drainage structure taps, within the limits of the adjustment.

The Department will pay for drainage structure taps outside the limits of the adjustment as **Dr Structure**, **Tap**. The Department will pay for taps to existing sewers as **Sewer Tap**, of the size required, in accordance with subsection <u>402.04</u>.

# E. **Drainage Structure, Temporary Lowering.** The unit price for **Dr Structure, Temp Lowering** includes the cost of the following:

- 1. Match marking;
- 2. Removing, salvaging, and transporting castings to and from site;
- 3. Storing the existing structure castings;
- 4. Plating the structure;
- 5. HMA patching; and
- 6. Removing the plate and HMA patching materials for final adjustment.

The Department will pay separately for the final adjustments to drainage structures. The unit price for **Dr Structure Cover, Adjust, Case 1** includes the cost of removing pavement to lower the structure.

The cost of repairs is included in unit price for the related drainage structure adjustment pay item.

F. Cleaning Existing Drainage Structures and Leads. The unit price for **Dr Structure**, Cleaning includes the cost of testing for disposal, hauling and disposing of generated waste.

The unit price for **Dr Structure Lead, Cleaning**, of the size required includes the cost of testing for disposal, hauling and disposing of generated waste.

The Department will pay separately for placing and removing temporary bulkheads.

The cost for cleaning out existing sewers, plugged by Contractor operations, is included in related pay items.

The Department will pay for disposal of contaminated material, whether non-hazardous or hazardous, in accordance with subsection <u>109.05.D</u>.

# DETAILED SPECIFICATION FOR REPLACE MANHOLE COVER

**a. DESCRIPTION.** This work shall consist of replacing and covers only for utility sanitary structures as shown on the Plans and as directed by the Engineer.

### b. MATERIALS.

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

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

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

The Contractor shall verify frame diameter and cover size.

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

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

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

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

Pay Item	Pay Unit
Replace Manhole CoverInc. in Dr Structure Cover, Adj,	Case

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the MDOT 2012 Standard Specifications and as modified by this Detailed Specification.

### DETAILED SPECIFICATION FOR REPLACE FRAME CASE 1

### a. DESCRIPTION

This work shall consist of replacing sanitary frame for structures located in pavement as detailed on the plans and as specified herein.

### b. MATERIALS

Materials shall meet the requirements of sections 403 and 601 of the 2012 edition of the MDOT Standard Specifications, except that concrete shall be P-NC, 7-sack.

Cover and Frame Models	Diameter
1040 w/ Type A	26

### c. CONSTRUCTION METHODS

### General

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

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

All concrete and masonry surfaces must be clean. Grease, organic matter, loose bricks, mortar, unsound concrete, roots and other materials must be completely removed, and the top 15 inches of the structure shall be replaced with new block and adjustment rings as directed by the Engineer. This work is included in the pay item, Dr Structure Cover, Adj, Case 1.

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

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

The Contractor is responsible to coordinate and arrange for the adjustment of all non-City utility manholes and valves (Edison, Gas, Cable, Ameritech, etc.) during this project. The

Contractor will not be given any additional compensation for delays due to other utilities work. The work of coordinating with other utilities shall be paid for under the Contract Item "General Conditions."

All structure covers shall be backfilled with MDOT P-NC-7 sack concrete from the depth of excavation necessary for adjustment, up to an elevation 2-inches below the top flange of the adjusted casting in asphalt pavement. Final paving shall be with 2-inches HMA. This concrete and HMA work shall be included in the item of work, and will not be paid for separately.

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

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

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

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

### d. MEASUREMENT AND PAYMENT

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

PAY ITEM

Replace Frame, Case 1

Inc. in Dr Structure Cover Adj, Type 1

The unit prices for these items of work shall include all labor, materials including the sawcutting, excavation, removal, and disposal/salvage of materials; new frame: adjustments, salvage and delivery of frame, concrete, HMA; and equipment needed to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

## DETAILED SPECIFICATION FOR REPLACE FRAME, CASE 2

### a. DESCRIPTION

This work shall consist of replacing sanitary frame for manhole structure located outside of the pavement as detailed on the plans and as specified herein.

### b. MATERIALS

Materials shall meet MDOT Standard Specifications

Cover and Frame Models	Diameter
1040 w/ Type A	26

### c. CONSTRUCTION METHODS

### General

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

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

All concrete and masonry surfaces must be clean. Grease, organic matter, loose bricks, mortar, unsound concrete, roots and other materials must be completely removed, and the top 15 inches of the structure shall be replaced with new block and adjustment rings as directed by the Engineer. This work is included in the pay item, Dr structure Cover, Adj, Case 2.

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

All structure covers shall be adjusted such that their finished surface elevation is within  $\frac{1}{4}$ -inch of the finished surface sections, grades, slopes, and elevations, as directed by the Engineer.

The Contractor is responsible to coordinate and arrange for the adjustment of all non-City utility manholes and valves (Edison, Gas, Cable, Ameritech, etc.) during this project. The Contractor will not be given any additional compensation for delays due to other utilities work. The work of coordinating with other utilities shall be paid for under the Contract Item "General Conditions."

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

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

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

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

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

### d. MEASUREMENT AND PAYMENT

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

PAY ITEM
Replace Frame, Case 2

PAY UNIT

Inc. in Dr Structure Cover Adj, Type 2

The unit prices for these items of work shall include all labor, materials including the excavation, removal, and disposal/salvage of materials; brick, block, mortar; new frame; adjustments, salvage and delivery of frame, class II backfill, topsoil, seed, fertilizer, and mulch blanket; and equipment needed to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

## DETAILED SPECIFICATION FOR REPLACE FRAME, CASE 3

### a. DESCRIPTION

This work shall consist of replacing sanitary frame for manhole structure located outside of the road, in a sidewalk or driveway, as detailed on the plans and as specified herein.

### b. MATERIALS

Materials shall meet MDOT Standard Specifications

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

### c. CONSTRUCTION METHODS

### General

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

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

All concrete and masonry surfaces must be clean. Grease, organic matter, loose bricks, mortar, unsound concrete, roots and other materials must be completely removed, and the top 15 inches of the structure shall be replaced with new block and adjustment rings as directed by the Engineer. This work is included in the pay item, Dr Structure Cover, Adj, Case 3.

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

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

The Contractor is responsible to coordinate and arrange for the adjustment of all non-City utility manholes and valves (Edison, Gas, Cable, Ameritech, etc.) during this project. The Contractor will not be given any additional compensation for delays due to other utilities work. The work of coordinating with other utilities shall be paid for under the Contract Item "General Conditions."

Excavation around the structure shall be backfilled with Class II granular sand up to a depth below the top of flange of the adjusted casting required for concrete paving of sidewalks and driveways.

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

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

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

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

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

### d. MEASUREMENT AND PAYMENT

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

PAY ITEM
Replace Frame, Case 3

<u>PAY UNIT</u>

Inc. in Dr Structure Cover Adj, Type 3

The unit prices for these items of work shall include all labor, materials including the excavation, sawcutting, removal, and disposal/salvage of materials; brick, block, mortar; new frame; adjustments, salvage and delivery of frame, class II backfill, concrete, lawn restoration; and equipment needed to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

#### DETAILED SPECIFICATION FOR HOT MIX ASPHALT (HMA) PAVING

AA:DAD 1 of 3 03/11/19

- **a. Description.** This work consists of constructing hot mix asphalt (HMA) pavement base, leveling, and top courses in accordance with section 501 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.
  - b. Materials. None specified.

#### c. Construction.

1. Equipment: All equipment shall conform to subsection 501.03.A of the MDOT 2012 Standard Specifications for Construction, except as modified herein.

The Contractor shall have a 10-foot long straight edge, rubber-tired backhoe (Case 580 type, or equivalent), air-compressor with the ability to develop a minimum pressure of 100 pounds per square inch and continuous rated capacity of 150 cubic feet per minute of airflow, and jackhammer available during all paving operations. The Contractor shall be required to perform any miscellaneous cleaning, trimming, material removal, and other tasks as required by the Engineer in order to ensure the proper and orderly placement of all HMA materials on this project.

The Contractor shall provide sufficient rollers to achieve the specified asphalt densities.

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

2. Cleaning and Bond Coat Application: Cleaning and bond coat application shall be performed in accordance with subsections 501.03.C and 501.03.D of the MDOT 2012 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

The Contractor shall furnish and operate throughout the construction period, vacuum-type street cleaning and utility structure cleaning equipment (Vac-All, Vactor, etc.) approved by the Engineer, and when directed by the Engineer, for street cleaning immediately prior to, and for street and utility structure cleaning after any and all paving. The cleaning equipment shall be of sufficient power to remove dust, dirt, and debris from the pavement and from utility structures in and adjacent to the construction area. The Engineer shall approve the vac-all or similar equipment prior to beginning the work. The equipment used shall have an effective means for preventing any dust resulting from the operation from escaping into the air.

Apply bond coat at a rate of 0.10 gallons per square yard. Before placing the bond coat, the thoroughly clean the existing pavement surface. The Contractor shall also thoroughly clean

all joints, cracks, and edges to a minimum depth of one inch with compressed air, vac-all type equipment, or other approved mechanical or hand methods, to remove all dirt, debris, and all foreign material.

3. HMA Placement: Placement shall conform to subsection 501.03.F of the MDOT 2012 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

HMA placement shall not commence until a "Permit to Place" (no additional costs are required to obtain this permit) has been issued in writing by the Engineer. The Engineer will issue a Permit to Place after approving the aggregate base course or the adjacent, underlying layer of pavement section.

The Engineer must approve the final structure adjustments prior to the issuance of the "Permit to Place" for the top course.

Place the top course with a ¼" lip along the edge of the curb and gutter/edge of metal.

All HMA thickness dimensions are compacted-in-place.

4. Paving Operation Scheduling: The Contractor shall schedule the paving operation to avoid leaving longitudinal cold joints "open" overnight.

In all cases, the Contractor shall pave the primary road's through-traffic lanes ("main line") first, from point-of-beginning to the point-of-ending. All other paving including, but not limited to; acceleration and deceleration lanes, intersection approaches, and center left-turn lanes shall be paved following completion of main line paving, unless authorized by the Engineer prior to the placement of any pavement.

5. Rate of Paver Operation: Maintain a paving machine rate of travel so that HMA placement and paving operation is continuous; resulting in no transverse cold joints. The rate of travel; however, shall never exceed 50 feet per minute.

The Contractor shall furnish and operate enough material, equipment, and hauling units to keep the paving machine(s) moving continuously at all times. Failure to do so shall be cause for the suspension of paving operations until the Contractor can demonstrate to the satisfaction of the Engineer that it has dedicated sufficient resources to perform the work in accordance with the project specifications.

6. Longitudinal and Transverse Joints: These joints shall conform to subsection 502.03.F of the MDOT 2012 Standard Specifications for Construction, and as specified herein.

For mainline HMA paving, the width of the mat for each pass of the paver shall be not less than 10.5 feet, or greater than 15 feet, except as noted in the plans and as directed by the Engineer. The Engineer will direct the layout of all HMA longitudinal joints during construction.

7. Feather Joints – shall be constructed so as to vary the thickness of the HMA from zero inches to the required paving thickness at the rate of approximately 1.5" over a

distance of 10 feet, or as directed by the Engineer. The Contractor shall rake the larger pieces of aggregate out of feather joints prior to compaction.

8. Butt Joints: Construction of butt joints, where directed by the Engineer, shall conform to subsections 501.03.C.3 and 501.03.C.4 of the MDOT 2012 Standard Specifications for Construction, except as modified herein.

When the Engineer specifies or directs placement of a butt joint, remove the existing HMA surface to the thickness of the proposed overlay, or full-depth, as directed by the Engineer, for the full width or length of the joint. The HMA material shall be saw cut to the directed depth along the pavement edge or removal line to prevent tearing of the pavement surface. Cut joints that will be exposed in the completed surface must be cut with a saw or a cold-milling machine or other methods approved by the Engineer. Joints that will be covered by HMA must be cut with a saw, a cold-milling machine, or other methods approved by the Engineer.

- 9. Rakers: The Contractor shall provide a minimum of two asphalt rakers during the placement of all wearing and leveling courses.
- 10. Faulty Mixtures: The Contractor and Engineer shall carefully observe the paving operation for signs of faulty mixtures. The Contractor, at its sole expense, shall remove or correct points of weakness in the surface prior to paving subsequent lifts of HMA material. Such corrective action may include the removal and replacement of thin or contaminated sections of pavement, segregated HMA, and any sections that are weak or unstable. Once the Contractor or his representative is notified by the Engineer that the material being placed is out of allowable tolerances, or that there is a problem with the paving operation, the Contractor shall stop the paving operation at once, and shall not be permitted to continue placing HMA material until again authorized by the Engineer. The Engineer will not pay for separately any costs associated with meeting the above requirements, and will include them in the HMA work item(s) the Contractor was performing at the time of discovery of the faulty mixture.
- **d. Measurement and Payment.** The contract includes no separate pay items for measurement and payment of the costs associated with meeting the requirements of this detailed specification. The Contractor shall include these costs in the unit prices bid for the HMA items in the contract.

The Contractor shall return any/all trucks to the plant with unused HMA remaining after the work is complete, and these trucks shall be re-weighed and the corrected weight slip provided to the Engineer. There will no payment any unused HMA material. All weight slips must include the type of mixture (codes are not acceptable), as well as vehicle number, gross weight, tare weight and net weight.

# DETAILED SPECIFICATION FOR HOT MIX ASHALT (HMA) PAVEMENT REPAIR

AA:DAD 1 of 1 03/23/20

- **a. Description.** This work consists of repairing areas of failed asphalt pavement by cold milling the existing pavement and placing new hot mix asphalt (HMA) material as directed by the Engineer, and as described herein. Complete pavement repairs in the cold milled surface prior to placement of the first hot mix asphalt paving course.
- **b. Materials.** Provide materials in accordance with subsection 501.02 of the MDOT 2012 Standard Specifications for Construction and as shown on the special detail.
- **c.** Construction. Cold mill designated repair locations and place Hand Patching, Modified according to the details on the plans, and in accordance with subsection 501.03 of the MDOT 2012 Standard Specifications for Construction. The Engineer will designate repair locations after the pavement has been cold milled as shown on the plans. The milling machine must return to the designated repair locations to apply milling for an additional depth of 3 inches. Hand Patching, Modified must be placed in the repair area and roller compacted prior to placement of the paving course.
- **d. Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

Pay Item	Pay Unit
Cold Milling HMA Surface, Modified	Inc. in Dr Structure Cover, Adj, Case
Hand Patching, Modified	. Inc. in Dr Structure Cover, Adj, Case

Measure **Cold Milling HMA Surface, Modified** area by the unit square yard and pay for it at the contract unit price, which price includes the cost for all labor, equipment and materials required to remove, load, haul, and dispose of the cold milled material, and cleaning the cold milled pavement. The Engineer will not pay for material picked up by cleaning after cold milling.

Measure **Hand Patching, Modified** by weight in tons of the material used to perform the work and pay for it at the contract unit price, which prices includes the cost for all labor, equipment and materials to complete the work including providing, placing by hand or other methods, and compacting the HMA mixture.

Return any/all trucks to the plant with unused HMA remaining after the Hand Patching, Modified work is complete. Re-weigh these trucks and provide a weight slip for this material to the Engineer. There will be no payment for any unused HMA material. All weight slips must include the type of mixture (codes are not acceptable), as well as vehicle number, gross weight, tare weight and net weight.

### DETAILED SPECIFICATION FOR CONCRETE PLACEMENT AND PROTECTION

AA:DAD 1 of 2 02/28/19

- **a. Description.** This work consists of furnishing all labor, material, and equipment necessary to furnish, place, and protect all concrete material in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction and the requirements of this detailed specification. These requirements do not apply to concrete bridge decks, unless otherwise noted.
- **b. Materials.** Use concrete meeting the requirements of sections 601 and 701 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction.

Propose specific concrete mix designs for the intended project purpose in accordance with the requirements of this detailed specification and other applicable detailed specifications and/or project requirements. The Engineer's acceptance of a mix design does not relieve the Contractor of its responsibility for the manufacture of the concrete mixture(s), the placement, or performance.

**c.** Construction. Perform all concrete placement operations in weather that is suitable for the successful placement and curing of the concrete materials. Do not place concrete during periods of active precipitation.

Complete all necessary formwork, base and/or sub-base preparation, and any other related items deemed necessary for the proper completion of the work. Do not commence with placement of concrete until the Engineer provides all needed approvals for placement. The Engineer's approval of the Contractor to place concrete shall not relieve the Contractor of its responsibility for the proper placement and protection of the concrete materials or its long-term performance.

During periods when precipitation is threatening, provide durable, plastic sheeting, approved by the Engineer, in sufficient quantity to cover and protect all freshly placed concrete and keep it from exposer to any precipitation. Arrange the placement of the plastic sheeting such that it does not mar the surface of any freshly placed concrete, and any/all seams in the plastic sheeting are watertight. Install adequate supports along and over the freshly placed concrete to prevent any contact between it and the plastic sheeting. Ensure placement of sufficient dams or barriers along the edges of freshly placed concrete to prevent erosion of the underlying materials or damage to the edges. All measures shall be effective.

Remove and replace any concrete damaged by precipitation. The Engineer will determine the extent of any damage and the limits of removal and replacement.

Place concrete only when the rate of surface evaporation at the site is less than 0.20 pounds per square foot per hour, according to figure 706-1 of the MDOT 2012 Standard Specifications for Construction. Provide approved equipment for determining the relative humidity and wind velocity at the site.

Perform the addition of water at the placement site in accordance with subsection 601.03.E.4 of the MDOT 2012 Standard Specifications for Construction. Do not add water to placed concrete in order to aid finishing.

Perform concrete curing in accordance with subsection 602.03.M of the MDOT 2012 Standard Specifications for Construction. Curing operations will take precedence over texturing operations and continued concrete placement. Apply curing compound to achieve uniform coverage over the entire surface. Place curing compound so that it is free of spots, blotches, and/or uncovered or non-uniformly covered areas. Should the Engineer determine that any such areas exist, it will direct the Contractor to re-apply curing compound immediately at no additional cost to the project.

Take all precautions when placing concrete to protect it from damage due to the elements. Do not place concrete during precipitation events.

Protect concrete from weather and temperature according to the requirements of subsection 602.03.T of the MDOT 2012 Standard Specifications for Construction. Do not place concrete when the temperature of the plastic concrete mixture is greater than 90° F. Cover concrete with insulated blankets, or using other means approved by the Engineer, to protect it from damage during low temperature conditions. Protect concrete until it has reached a compressive strength of at least 1000 psi, or as directed by the Engineer.

In locations where a manhole or other utility structure cover is adjusted to finish grade within concrete pavement, place an isolation joint between it and the adjacent concrete pavement. Install isolation joints a minimum of ½ inch in width containing a full-depth compressible material. Provide a minimum of 1 ft clearance between the structure cover/casting and the surrounding isolation joint.

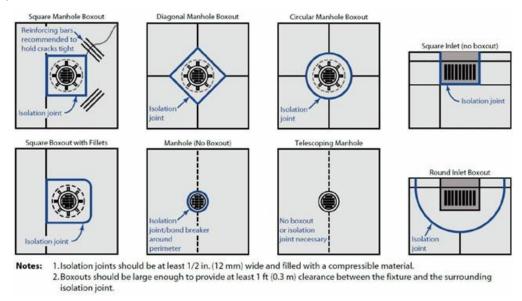


Figure 6. Example applications of isolation joints for embedded structures (ACPA 2007b).

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**d. Measurement and Payment.** The contract includes no separate pay items for measurement and payment of the costs associated with meeting the requirements of this detailed specification. Include these costs in the unit price bids for the concrete items in the contract.

Removal and replacement, as determined and directed by the Engineer, of any concrete damaged by precipitation or cold weather is at the expense of the Contractor.

# DETAILED SPECIFICATION FOR CONCRETE CURB AND GUTTER, AND DRIVEWAY OPENINGS

AA:DAD 1 of 2 03/11/19

- **a. Description.** This work consists of constructing concrete curb and gutter, and concrete driveway openings at the locations shown on the plans in accordance with section 802 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, applicable standard or special details, as directed by the Engineer, and as specified herein.
- **b. Materials.** Provide materials meeting the requirements specified in subsection 802.02 of the MDOT 2012 Standard Specifications for Construction and as specified herein.

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

Use either Grade P1 or S2 concrete for all other concrete curb and gutter specified herein. The Contractor may elect to add GGBFS to P1 mixtures in accordance with the requirements of the contract documents. The Engineer will not pay any additional amount for concrete mixtures containing GGBFS.

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

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

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

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

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

Pay Item	Pay Unit
Curb and Gutter, Conc, Barrier	Foot
Curb and Gutter, Conc, Mountable	Foot
Driveway Opening, Conc, Det M, Modified	Foot

Measure **Curb and Gutter, Conc** and **Driveway Opening, Conc, Det M, Modified** lengths in place by the unit foot and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials to complete the work.

Measurement in place by the unit foot and payment for concrete curb and gutter (without the curb face) at curb openings for sidewalk ramps will be at the contact unit price for **Curb and Gutter, Conc**.

Where the Engineer directs the use of high early strength concrete for pay items not specifically designated to use Grade P-NC concrete, it will pay separately for the additional cement. The Engineer will not pay for cement separately for pay items that designated to use Grade P-NC concrete.

### DETAILED SPECIFICATION FOR

#### CONCRETE SIDEWALK, SIDEWALK RAMP AND DRIVEWAY APPROACH

AA:DAD 1 of 2 03/11/19

- **a. Description.** This work consists of constructing concrete sidewalks, sidewalk ramps, or driveway approaches of the types as indicated on the plans in accordance with attached details, and as directed by the Engineer. All work shall be in accordance with sections 801 and/or 803 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, and as specified herein.
- **b. Materials.** Provided materials meeting the requirements specified subsections 801.02 and/or 803.02 of the MDOT 2012 Standard Specifications for Construction and as specified herein.

Use concrete mixture Grade P-NC (658 pounds/cubic yard cement content) for driveway approaches as specified in subsection 601.02 of the MDOT 2012 Standard Specifications.

Use either Grade P1 or S2 concrete for all remaining items covered by this detailed specification. The Contractor may elect to add GGBFS to P1 mixtures in accordance with the requirements of the contract documents. The Engineer will not pay any additional amount for concrete mixtures containing GGBFS.

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

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

**c.** Construction Methods. Perform this work in accordance with subsections 801.03 and/or 803.03 of the MDOT 2012 Standard Specifications for Construction and as required herein. The Contractor is responsible to construct all sidewalks, sidewalk ramps, curbs, and all other concrete items within ADAAG and PROWAG compliance. Construct all sidewalk ramps in accordance with MDOT Standard Plan Series R-28.

Place any/all concrete on a minimum of 4 inches of Granular Material Class II compacted to 95% of its maximum dry density unless otherwise directed by the Engineer.

Prior to placing any concrete, the compact and trim the subgrade to the final elevation. If a cold joint is required, clean existing concrete with compressed air to expose the aggregate in the concrete.

Where indicated on the plans, horizontally saw cut curbs to provide openings for sidewalk ramps. The Engineer will define the extent of the saw cuts both horizontally and vertically.

Install all sidewalk ramps with detectable warning tiles. Reference the Detailed Specification for Detectable Warning Surface for additional requirements.

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

Pay Item	<u>Pay Unit</u>
Driveway, Nonreinf Conc, 6 inch, Modified	Square Yard
Driveway, Nonreinf Conc, 8 inch, Modified	Square Yard
Sidewalk, Conc, 4 inch, Modified	Square Foot
Sidewalk, Conc, 6 inch, Modified	Square Foot
Sidewalk, Conc, 8 inch, Modified	Square Foot
Sidewalk Ramp, Conc, 6 inch, Modified	Square Foot
Sidewalk Ramp, Conc, 8 inch, Modified	Square Foot

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

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

Saw cutting is not a separate contract pay item, and payment for this work will be included in the appropriate item of work for which it applies. The Contractor shall include any/all costs for saw cutting to place concrete driveways, sidewalk and sidewalk ramps in the respective contract unit prices bid for **Driveway**, **Nonreinf Conc**, <u>\_</u> inch, **Modified**; **Sidewalk**, **Conc**, <u>\_</u> inch, **Modified**.

Where the Engineer directs the use of high early strength concrete for pay items not specifically designated to use Grade P-NC concrete, it will separately for the additional cement. The Engineer will not pay for cement separately for pay items that designated to use Grade P-NC concrete.

The pay items, **Granular Material Class II** and **Subbase**, **CIP**, are for the furnishing, placement, grading and compaction of bedding material respectively beneath replacement and new sidewalks and sidewalk ramps.

The pay items for **Grading, Driveway Approach**; **Grading, Sidewalk**; and **Grading, Sidewalk Ramp** respectively include earth excavation, furnishing and placement of embankment material, and preparing the grade for placement of Aggregate Base, Granular Material Class II or Subbase, CIP bedding material beneath replacement and new sidewalks and sidewalk ramps.

Measurement in place by the unit foot and payment for detectable warning tiles in sidewalk ramps will be at the contact unit price for **Detectable Warning Surface**, **Modified** in accordance with the Detailed Specification for Detectable Warning Surface.

### DETAILED SPECIFICATION FOR

#### INTERNAL CHIMNEY SEAL

#### a. DESCRIPTION

This specification includes the materials and procedures required for the internal sealing of the frame-chimney joint area of brick, block and precast manholes, as required in the contract documents.

A plural component, urethane internal manhole frame-chimney sealant, as specified herein shall be applied in all assigned manholes within the areas included in this project. If excavation is required to repair, rebuild, or replace a manhole; or if manhole linings or coatings are required, the sealant shall be applied after that work has been completed.

Design Requirements – The manhole frame-chimney sealant shall be designed to prevent leakage of water through the above-described portions of the manhole throughout its design life.

The manhole frame-chimney sealant shall remain flexible and bonded to the inside surfaces of the manhole frame and masonry throughout its design life.

#### **MATERIALS**

Manhole frame-chimney sealant consisting Cretex Easy Seal SG or engineer approved equal of a plural component, spray applied, quick setting urethane material conforming to the following requirements:

#### Viscosity

- a. Part A, 12,000-17,000 cps @ 25C, 20 RPM per ASTM D2393
- b. Part B, 300-510 cps @ 25C, 300 RPM per ASTM D4287

#### Weight

- a. Weight/Gallon Part A, 8.90-9.20 lb/gal per ASTM D1875
- b. Weight/Gallon Part B, 9.60-9.75 lb/gal per ASTM D1875
- c. Weight/Gallon Mixed, 9.25-9.48 lb/gal per ASTM D1875

#### **Processing**

- a. Mix Ratio By Weight, 100:107
- b. Mix Ratio by Volume, 100:100
- c. Cure Schedule, Hours, 4-5 hours @ 25C

#### Gel Time

Gel Time, Seconds, 0-15 seconds @ 25C, 100 grams per ASTM D3056

#### **Cured Properties**

- a. Hardness, Shore A, 95-100 per ASTM D2240
- b. Elongation, 379-473% per ASTM D638 or ASTM D412
- c. Tensile Strength, 2616-3216 psi per ASTM D638 or ASTM D412

#### **b.** CONSTRUCTION METHOD

All concrete and masonry surfaces must be clean. Grease, organic matter, roots must be completely removed.

The CONTRACTOR shall have the manufacturer's recommended plural cartridge dispensing tool and all other equipment/tools necessary to prepare the surfaces of the manhole and apply the manhole frame-chimney sealant.

All loose and protruding mortar and brick that would prevent proper application of the Seal, shall be removed and the appropriate areas of the manhole frame, chimney and or cone/corbel cleaned and prepared. All areas to be sealed shall be free of surface contaminates, be dry and free of any excessive voids or defects. If an adequate sealing surface does not exist on the masonry, repair materials such as *Cementitious grout* shall be used to fill voids and profile the chimney area of the manhole.

"CEMENTITIOUS GROUT Cementitious grout shall be a premixed, non metallic, high strength, non-shrink grout which meets the requirements of ASTM C-191 and C-827 as well as CRD-C-588 and C-621. When mixed to a mortar or "plastic" consistency, it shall have minimum one day and 28 day compressive strength of 6,000 and 9,000 psi, respectively."

All surface preparation shall be completed in strict accordance with the frame-chimney sealant manufacturer's published instructions.

The internal frame-chimney sealant shall be applied to cover 24 vertical inches inside of the entire circumference of the chimney at a minimum thickness of one hundred (100) mils.

#### c. MEASUREMENT AND PAYMENT

This item shall be paid at the unit price bid per manhole and shall include the cost of furnishing and applying the frame-chimney sealant material along with the surface preparation work needed to facilitate proper application.

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

PAY ITEM PAY UNIT

Internal Chimney Seal

Ea.

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

## DETAILED SPECIFICATION FOR RECONSTRUCT FLOW CHANNEL

#### a. DESCRIPTION

This work shall consist of reconstructing flow channel in accordance to what was described in Section 403 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, and as specified herein.

#### b. MATERIALS

Manhole bases and flow channel shall be formed of QUIKRETE Fast Setting Concrete Mix PRODUCT NO.1004-50 or Engineer approved equal. The use of PVC SDR-26 to establish and form the flow channel if and when applicable upon Engineer approval.

#### c. METHODS OF CONSTRUCTION

All concrete and masonry surfaces must be clean. Grease, organic matter, loose bricks, mortar, unsound concrete, roots and other materials must be completely removed.

Thoroughly clean <u>existing flow channel</u> and remove any accumulated sediment, debris, and broken or loose concrete. Properly dispose of all materials removed from the flow channel.

Where the process requires interruption of flow, the Contractor shall provide all necessary diversion or bypass pumping equipment to handle the flow for the duration of the flow channel rehabilitation, including curing times where applicable.

Form and place the concrete mix, meeting City of Ann Arbor Materials Standards, to create new flow channel up to the springline of the flow channel. Install concrete flow channel up to springline of pipe with ¾" to 1" gap at pipe ends provided to maintain joint flexibility.

Changes in direction of the sewer and entering branch or branches shall be laid out in smooth curves of the longest possible radius which is targeted to the centerlines of adjoining pipelines. Regardless of differences in entrance and exit elevations, flow channels for all pipes are to be formed to present a smooth transition of flow and shall be subject to the approval of the ENGINEER.

Flow channels for sewer structures shall be finished in accordance with the city details. All flow channels shall be screeded and floated to a smooth, uniform surface and troweled to a hard surface finish.

The flow channel and surface surrounding it, shall be reformed and finished to provide flow channels. All such work shall be done with the proper tools and by careful workmen competent to do such work.

# DETAILED SPECIFICATION FOR RECONSTRUCT FLOW CHANNEL

All necessary adjustments required to accommodate encountered field conditions for reconstructed flow channel including all necessary dewatering shall be included in the cost of the flow channel reconstruction and will not be paid for separately.

#### c. MEASUREMENT AND PAYMENT

The completed work as measured shall be paid at the contract unit price for the following contract items (pay items):

(Contract Item) Pay Item	Pay Unit
Reconstruct flow channel	Each

Payment for this item of work shall include all labor, materials and equipment needed to accomplish the work, regardless of depth or type of structure.

#### DETAILED SPECIFICATION FOR TRAFFIC CONTROL

1 of 3

#### **DESCRIPTION**

This work shall consist of protecting and maintaining vehicular and pedestrian traffic, in accordance with Sections 104.11, 812, and 922 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction; the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD); and the City Standard Specifications, except as modified herein.

The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights as required on the project for the safety and protection of local traffic. This includes, but is not limited to, temporary advance, regulatory, and warning signs; barricades and channelizing devices at intersections and on streets where traffic is to be maintained; barricades at the ends of the project and at right-of-way lines of intersecting streets, and traffic control devices for moving construction operations.

#### MATERIALS, EQUIPMENT, AND METHODS

The work of Traffic Control shall include, but not be limited to:

- The furnishing and operating of lighted plastic drums
- The furnishing and operating of Type III lighted barricades
- The furnishing and operating of all temporary "Type B" signs
- The furnishing and operating of arrow panels as required by the City
- The furnishing of signposts and installation of No Parking signs
- The furnishing and operating of miscellaneous signs, warning devices, flag-persons, and cones;
- The operation of additional signs furnished by the City;
- Furnishing and installing meter bags;
- Coordinating with the City to have meter heads removed and reinstalled;
- Maintaining pedestrian traffic;
- Temporarily covering traffic controls;
- Temporarily covering existing signs as directed;
- Any and all other miscellaneous and/or incidental items which are necessary to properly perform the work.

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

The Contractor shall maintain two-way traffic on major streets, access for local traffic on local streets, and keep all intersections open to traffic at all times, unless specifically authorized in writing by the City. The Contractor shall maintain traffic such that no vehicle shall be required to drive into active work areas. The Contractor shall maintain vehicular and pedestrian traffic during the work by the use of flag-persons, channelizing devices, and signs as necessary, as directed by the City, and in accordance with MMUTCD.

Local access shall be maintained at all times for emergency vehicles, refuse pick-up, mail delivery, school buses, and ingress/egress to public and private properties.

#### DETAILED SPECIFICATION FOR TRAFFIC CONTROL

#### 2 of 3

The Contractor shall maintain pedestrian traffic at all times. For maintaining normal pedestrian traffic while performing sidewalk and driveway repair, Type I barricades shall be placed by the Contractor, as directed by the City. "Sidewalk Closed" and/or "Cross Here" signs shall be placed, by the Contractor, when directed by the City.

The contractor shall schedule and conduct all work operations such that sidewalks and driveways will remain open along one side of each street being worked upon while work is on-going on the opposite side. The Contractor shall maintain an accessible route at all times as defined within the Americans with Disabilities Act along each street upon which construction is occurring.

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

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

A lane-closure permit shall be obtained by the Contractor from the City at least 48 hours in advance of any proposed lane or street closing. No street or lane closures shall be performed without the written approval of the City, a minimum of one week in advance of the work.

The hours of work on all Local streets are 7:00 a.m. to 8:00 p.m., Monday through Saturday, or as specified on the lane-closure permit. No equipment will be allowed in the street before or after these hours. Local streets may only be closed to through traffic (local access only) with written authorization of the City. Work must be completed each day such that all streets are re-opened to through traffic by 8:00 p.m. unless otherwise specified, directed, or authorized in writing by the City. All major changes in traffic control shall be made either between 9:30 a.m. and 3:30 p.m. or between 7:00 p.m. and 6:30 a.m. in order to minimize interference with rush-hour traffic. All traffic controls must be in-place and ready for traffic each day by 6:30 a.m. and 3:30 p.m.

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

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

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

#### DETAILED SPECIFICATION FOR TRAFFIC CONTROL

#### 3 of 3

The Contractor shall furnish and operate all lighted arrow boards; lighted plastic drums; type III barricades; and Type B temporary signs as directed by the City. Specifically:

- Lighted Arrow boards shall be type A or B as directed by the City, and shall be electric powered (either battery or solar). Motor generators using gasoline, diesel, LP gas, or other such fuel are not approved for use.
- Type III Barricades shall have standard orange-and-white stripes on both sides of the barricade.
- "Construction Ahead" warning signs shall be placed as directed by the City prior to the start of work, regardless of the nature, magnitude, or duration of the work.

Sufficient signs shall be provided by the Contractor to insure the safety of the workers and the general public in accordance with the current MMUTCD.

#### **Prohibiting Parking**

On occasions where the Contractor shall need to reserve parking areas for staging equipment, prior to the commencement of any construction activity, the Contractor shall place No-Parking signs as directed by the City. The Contractor shall obtain a permit for "Temporary Permission of Reserve Parking Lane for Work Related Purposes" from the City of Ann Arbor Project Management Services Unit. This permit shall be obtained a minimum of 5 days prior to the posting of No-Parking signs.

The City will furnish No-Parking signs to the Contractor at no cost. The Contractor shall furnish the signposts and shall securely bolt the signs to the signposts as directed by the City. The Contractor shall install the signposts at least 2-feet deep into the ground, and there shall be a minimum 6-feet and maximum 7-feet clearance maintained between the bottom of the sign and the ground. The signs shall be placed at 75-foot intervals (or as necessary) to eliminate parking in the construction area.

The installation of No-Parking signs shall be in accordance with the permit. No-Parking signs shall be installed by the Contractor, as directed by the City, at least 48 hours prior to the proposed start-of-work/enforcement date.

No-Parking signs shall be returned to the City at the completion of the work. The cost of unreturned signs will be back charged to the Contractor.

No-Parking signs shall be covered by the Contractor, thereby allowing on-street parking, until between 48 and 36 hours prior to the start of the work. No-Parking signs shall be covered by the Contractor whenever there is no work being performed for a period of time longer than 72 hours.

Where there is metered parking, the Contractor shall install meter bags.

Costs for all traffic control work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions."

# POR MINOR TRAFFIC CONTROL

AA:DAD 1 of 4 03/11/19

**a. Description.** This work consists of protecting and maintaining vehicular and pedestrian traffic, in accordance with the sections 104.11 and 812 of the of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction; Part 6 of the 2011 Edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD); as directed by the Engineer, and as described herein.

The work includes, but is not limited to the following:

- The furnishing and operating of miscellaneous signs, warning devices, flags, and cones;
- The operation of additional signs furnished by the City;
- Furnishing and installing meter bags;
- Coordinating with Republic Parking System to have meter bags installed and removed;
- Maintaining pedestrian traffic;
- Temporarily covering/uncovering traffic controls as directed;
- Temporarily covering/uncovering existing signs as directed;
- Any/all other miscellaneous and/or incidental items that are necessary to perform the work properly.
- **b. Materials.** Provide materials and equipment meeting the requirements specified in section 812 of the MDOT 2012 Standard Specifications for Construction.
- **c. Construction.** Perform the work required by this detailed specification throughout the life of the Contract.

Maintain pedestrian traffic at all times. For maintaining normal pedestrian traffic while performing sidewalk and driveway repair place, Pedestrian Type II Baricade, Temp, Pedestrian Type II Channelizer, Temp, "Sidewalk Closed" and/or "Cross Here" signs at locations directed by the Engineer.

All temporary traffic/pedestrian control devices furnished by the Contractor will remain the property of the Contractor. The City is not responsible for stolen or damaged signs, barricades, barricade lights or other traffic maintenance items. Replace missing or damaged traffic control devices immediately. Preserve, protect, and maintain all existing signs, and signs erected by the City of Ann Arbor on this project. At the direction of the Engineer, City forces will repair or replace any existing City owned signs damaged by the Contractor during the work. Repair/replacement of other signs damaged by the Contractor will be its responsibility to perform in a timely manner.

Temporarily cover conflicting traffic and/or parking signs when directed by the Engineer.

The City will enforce parking violation citations issued to the Contractor, subcontractor, and material suppliers including each of their respective employees under appropriate City Code.

Where there is metered parking within the influence of project work, the Contractor will coordinate with Republic Parking System to have meter bags temporarily installed prior to commencing with any work, and removed when the work is complete.

Maintain vehicular and pedestrian traffic during the work by the use of traffic regulators, channelizing devices and signs as necessary, and as directed by the Engineer, and in accordance with 2011 Edition of the MMUTCD. This detailed specification includes typical applications for maintaining pedestrian traffic in accordance with the 2011 Edition of the MMUTCD.

In order to maintain areas of on street parking available for residents, the Engineer may direct the contractor to cover and uncover temporary "No Parking" signs within the project limits multiple times throughout the course of the project.

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

Pay Item	Pay Unit
Minor Traffic Control, Max \$	Lump Sum

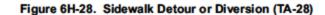
Measure **Minor Traffic Control**, **Max \$\_\_** by the unit lump sum and pay for it at the contract unit price, which price includes costs for all labor, equipment and materials necessary to complete the work. The contract unit price also includes payment for any/all costs related to any temporary traffic control devices directed for use by the Engineer where there is no specific pay item in the Contract, for repeated covering and uncovering of signs, and maintaining pedestrian traffic.

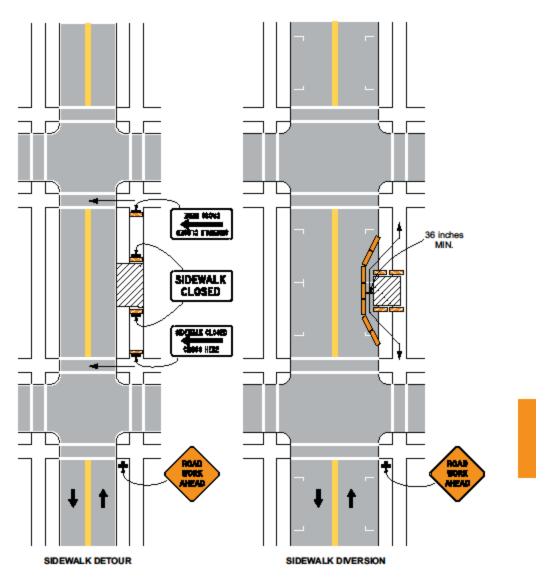
Include any/all costs for transporting temporary traffic control devices required by this detailed specification, or where there is no separate pay item in the contract, in the unit price for **Minor Traffic Control, Max \$** 

The Contractor is solely responsible for any/all repair and/or replacement costs associated with damage to existing signs caused by its construction activities and/or operations.

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

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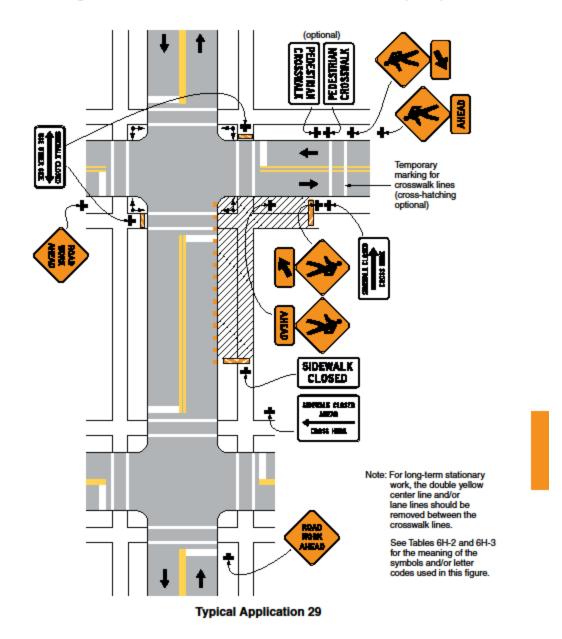
**Typical Application 28** 

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

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Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)



December 2009 Sect. 6H.01

#### DETAILED SPECIFICATION FOR SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

#### 1 of 1

The Contractor shall furnish, place, maintain and remove soil erosion and sedimentation control measures, including but not limited to, fabric filters at all drainage structures, all in accordance with all applicable City (and other governmental agencies) codes and standards, as directed by the City, and as detailed in the Standard Specifications.

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

## DETAILED SPECIFICATION FOR SLOPE RESTORATION

AA:DAD 1 of 3 03/11/19

- **a. Description.** This work consists of preparing all manicured lawns and slopes on non-freeway projects designated for slope restoration on the plans or by the Engineer, and applying topsoil, fertilizer, seed, and mulch blankets to those areas. Turf establishment shall be in accordance with section 816 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction and Standard Plan Series R-100, except as modified herein or otherwise directed by the Engineer.
- **b. Materials.** The materials and application rates shall meet the requirements specified in subsection 816.02 and section 917 of the MDOT 2012 Standard Specifications for Construction and as specified herein unless otherwise directed by the Engineer.
  - 1. Topsoil Surface: Place 4 inches of topsoil in area disturbed areas designated for restoration. Topsoil shall be free of all stones one inch in diameter or greater.
  - 2. Turf Seed Mixture: Use seed mixture shown in table below. Seed shall be fresh, clean, dry, new-crop seed complying with the AOSA's "Rules for Testing Seed", tested for purity and germination tolerances.

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

Maximum weed content shall be 0.30%.

- 3. Chemical Fertilizer Nutrient: Use Class A fertilizer.
- 4. 4. Mulch Blanket: Use excelsior mulch blanket free of chemical additives. The netting thread and anchoring devices must be 100 percent biodegradable. **Use no polypropylene or other non-biodegradable netting**. Provide wood or other biodegradable anchors, at least 6 inches in length, as approved by the Engineer. **Do not use steel wire staples or pins to anchor mulch blankets**.
- **c. Construction.** Construction methods shall be in accordance to subsections 816.03 and 817.03 of the MDOT 2012 Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time limitations stated in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

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

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

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

Place topsoil that is weed and weed seed free and friable prior to placing seed. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top ½ inch of topsoil.

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

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

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

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

Water seeded areas, at 3½ gallons per square yard, as directed by the Engineer; and continue watering regularly throughout the maintenance period as required and directed by the Engineer.

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

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

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

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

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

Pay Item Pay Unit

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

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

The Engineer will not pay for any labor, equipment and material costs for the Contractor to perform watering as required to establish and/or maintain turf.

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

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

# DETAILED SPECIFICATION FOR COORDINATION AND COOPERATION WITH OTHERS AND WORK BY OTHERS

#### 1 of 1

The Contractor is reminded as to the requirements of article 104.07 of the 2012 edition of the MDOT Standard Specifications, "Cooperation by the Contractor."

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

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

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

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

#### On all projects:

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

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

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

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

#### **APPENDIX**

### 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 Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [ ] No. of employees

The Contrac	tor or Grantee agrees:
(a)	To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).
	Check the applicable box below which applies to your workforce
	[] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
	[] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits
(b)	To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
(c)	To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
(d)	To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
(e)	To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.
has offered to Wage Ordin Ordinance, of	gned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and to provide the services or agrees to accept financial assistance in accordance with the terms of the Living ance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial
Company Nar	ne 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

<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.
- 4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
- 5. Please note any exceptions below:

Conflict of Inte	rest 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:										
Vandar Nama Vandar Phana Number										
Vendor Name Vendor Phone Number										
Signature of Vendor Authorized Representative	Date		Printed Name of Vendor Authorized Representative							

### 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	
Cignoture of Authorized Depresentative	Dete
Signature of Authorized Representative	Date
Print Name and Title	
Address, City, State, Zip	
Phone/Email Address	·

2016 Rev 0 NDO-2

#### CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

<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 email (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.

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

IAME OF CONT	FRACTOR / S	UBCONTRACTOR (CIRCLE ONE	:)		(2	2) ADDR	ESS														
AYROLL NO.		(4) FOR WEEK ENDING				(5) PRO	JECT AN	ID LOCA	TION									(6	) CONTRAC	TID	
(a)		(b)	(c)		(d	) DAY A	ND DATE		1	(e)	(f)	(g)	(h) GROSS	(i)			(j) DEC	DUCTIONS			(k)
MPLOYEE INFO	ORMATION	WORK CLASSIFICATION	Hour Type	-	ours:	WORKE	DONPR	ROJECT		TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY		PROJECT EARNED GROSS WEEKLY EARNED	TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE		OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS
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Date	
I	
(Name of Signatory Party)	(Title)
do hereby state:	
(1) That I pay or supervise the payment of the per	sons employed by
	on the
(Contractor or Subcon	
	_; that during the payroll period commencing on the
(Building or Work)	
day of,, and end all persons employed on said project have been paid	
been or will be made either directly or indirectly to or on	
	from the full
(Contractor or Subco	entractor)
weekly wages earned by any person and that no ded from the full wages earned by any person, other than pe 3 (29 C.F.R. Subtitle A), issued by the Secretary of Lab 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3	ermissible deductions as defined in Regulations, Part or under the Copeland Act, as amended (48 Stat. 948,
(2) That any payrolls otherwise under this contract correct and complete; that the wage rates for laborers of applicable wage rates contained in any wage detect classifications set forth therein for each laborer or mech	rmination incorporated into the contract; that the
(3) That any apprentices employed in the ab apprenticeship program registered with a State app Apprenticeship and Training, United States Department State, are registered with the Bureau of Apprenticeship	of Labor, or if no such recognized agency exists in a
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID T	O APPROVED PLANS, FUNDS, OR PROGRAMS
the above referenced payroll, p	age rates paid to each laborer or mechanic listed in ayments of fringe benefits as listed in the contract to appropriate programs for the benefit of such ection 4(c) below.

(b) WHERE	FRINGE	BENEFITS	ARE	PAID	IN	CASH

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

#### (c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE

MAP	E AND TITL	_E						SIGNATURE					
ΉE	WILLFUL	FALSIFICATION	OF	ANY	OF	THE	ABOVE	STATEMENTS	MAY	SUBJECT	THE	CONTRACTOR	0

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