

CITY OF ANN ARBOR  
CONTRACT DOCUMENTS



Pavement Marking Maintenance - 2016

April 2016

Public Services Area  
Project Management Services Unit

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

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## ATTACHMENTS

*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 of Compliance Form*  
*City of Ann Arbor Non-Discrimination Ordinance Notice*

## **NOTICE OF PRE-BID CONFERENCE**

A pre-bid conference for this project will be held on Friday, February 19, 2016 at 11:00 a.m. in the 6th Floor Conference Room of Guy C. Larcom City Hall, 301 East Huron Street, Ann Arbor, Michigan.

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

# INSTRUCTIONS TO BIDDERS

## General

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

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

## Preparation of Bids

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

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

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

## Questions or Clarification on ITB Specifications

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 Monday, February 22, 2016 at 12:00 p.m., and should be addressed as follows:

Specification/Scope of Work questions emailed to [aajam@a2gov.org](mailto:aajam@a2gov.org)

Bid Process and HR Compliance questions emailed to [cspencer@a2gov.org](mailto:cspencer@a2gov.org)

Any error, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of Adam Ajam at [aajam@a2gov.org](mailto:aajam@a2gov.org) immediately after discovery. Further, the contractor and/or service provider 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](http://www.mitn.info) and/or City of Ann Arbor web site [www.a2gov.org](http://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 Monday, February 29, 2016 by 10:00 a.m. 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 (1) Bid copies in a sealed envelope clearly marked: **ITB No. 4420: Pavement Marking Maintenance - 2016.**

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

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1st Floor  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

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 must 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 completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.**

Hand delivered bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. 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](http://www.MITN.info) and obtain an official Bid.

## Bid Security

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

## Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of Ninety (90) days.

## Contract Time

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

## Liquidated Damages

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

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

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

## Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5,

beginning at page GC-3 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-2, 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 documentary proof of compliance when requested.

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: [www.wdol.gov](http://www.wdol.gov).

## 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.

## **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.



## 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 1, 2, 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 29<sup>TH</sup> DAY OF FEBRUARY, 2016.

P.K. CONTRACTING, INC  
Bidder's Name

Aden Shea  
Authorized Signature of Bidder

1965 BARRETT DR  
Official Address TROY, MI 48064

ADEN SHEA  
(Print Name of Signer Above)

248 362 2130  
Telephone Number

aden@pkcontracting.com  
Email Address 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 MICHIGAN, for whom ADEN SHEA, bearing the office title of VICE PRESIDENT, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not Incorporated In Michigan, please attach the corporation's Certificate of Authority

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Authorized Official

Aden Shea Date FEBRUARY 29, 2016

(Print) Name ADEN SHEA Title VICE PRESIDENT

Company: P.K. CONTRACTING, INC

Address: 1965 BARRETT DR TRCY MI 48084

Contact Phone (248) 362 2130 Fax (248) 362 4969

Email aden@pkcontracting.com

# BID FORM

Pavement Marking Maintenance - 2016      Section 1 - Schedule of Prices  
 File No. 2016-022  
 Bid No. 4420

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1507051	_Mobilization, Max. \$2,500.00	LSUM	1.000	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
8117001	_Pavt Mrkg, Waterborne, 4 inch, White	Ft	4000.000	\$ <u>.35</u>	\$ <u>1,400.00</u>
8117001	_Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	4000.000	\$ <u>.35</u>	\$ <u>1,400.00</u>
8117001	_Pavt Mrkg, Waterborne, 6 inch, White	Ft	2000.000	\$ <u>.45</u>	\$ <u>900.00</u>
8117001	_Pavt Mrkg, Regular Dry, 4 inch, White	Ft	500.000	\$ <u>.65</u>	\$ <u>325.00</u>
8117001	_Pavt Mrkg, Regular Dry, 4 inch, Yellow	Ft	500.000	\$ <u>.65</u>	\$ <u>325.00</u>
8117001	_Pavt Mrkg, Regular Dry, 6 inch, White	Ft	500.000	\$ <u>.75</u>	\$ <u>375.00</u>
8117050	_Pavt Mrkg, Ovly Cold Plastic, Direction Arrow Sym, Bike	Ea	70.000	\$ <u>75.00</u>	\$ <u>5,250.00</u>
8117050	_Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym	Ea	70.000	\$ <u>80.00</u>	\$ <u>5,600.00</u>
8117050	_Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	Ea	68.000	\$ <u>145.00</u>	\$ <u>9,860.00</u>
8117050	_Pavt Mrkg, Ovly Cold Plastic, Speed Hump Chevron, White	Ea	10.000	\$ <u>465.00</u>	\$ <u>4,650.00</u>
8117001	_Pavt Mrkg, Thermopl, 4 inch, White	Ft	2000.000	\$ <u>.85</u>	\$ <u>1,700.00</u>
8117001	_Pavt Mrkg, Thermopl, 4 inch, Yellow	Ft	2000.000	\$ <u>.85</u>	\$ <u>1,700.00</u>
8117001	_Pavt Mrkg, Thermopl, 6 inch, Crosswalk	Ft	7000.000	\$ <u>2.00</u>	\$ <u>14,000.00</u>
8117001	_Pavt Mrkg, Thermopl, 24 inch, Crosswalk	Ft	240.000	\$ <u>8.00</u>	\$ <u>1,920.00</u>
8117001	_Pavt Mrkg, Thermopl, 24 inch, Stop Bar	Ft	11500.000	\$ <u>8.00</u>	\$ <u>92,000.00</u>
8117001	_Pavt Mrkg, Thermopl, 12 inch, Cross Hatching, White	Ft	100.000	\$ <u>4.00</u>	\$ <u>400.00</u>
8117001	_Pavt Mrkg, Thermopl, 12 inch, Cross Hatching, Yellow	Ft	250.000	\$ <u>4.00</u>	\$ <u>1,000.00</u>
8117050	_Pavt Mrkg, Thermopl, Only	Ea	73.000	\$ <u>75.00</u>	\$ <u>5,475.00</u>
TOTAL THIS PAGE					\$ <u>150,780.00</u>

ADD-1-2  
 BF-1

# BID FORM

Pavement Marking Maintenance - 2016    Section 1 - Schedule of Prices  
 File No. 2016-022  
 Bid No. 4420

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
8117050	_Pavt Mrkg, Thermopl, School	Ea	2.000	\$ <u>135.00</u>	\$ <u>270.00</u>
8117050	_Pavt Mrkg, Thermopl, Lt Turn Arrow Sym	Ea	38.000	\$ <u>75.00</u>	\$ <u>2,850.00</u>
8117050	_Pavt Mrkg, Thermopl, Rt Turn Arrow Sym	Ea	37.000	\$ <u>75.00</u>	\$ <u>2,775.00</u>
8117050	_Pavt Mrkg, Thermopl, Rt and Lt Turn Arrow Sym	Ea	10.000	\$ <u>135.00</u>	\$ <u>1,350.00</u>
8117050	_Pavt Mrkg, Thermopl, Thru Arrow Sym	Ea	25.000	\$ <u>70.00</u>	\$ <u>1,750.00</u>
8117050	_Pavt Mrkg, Thermopl, Thru and Lt Turn Arrow Sym	Ea	25.000	\$ <u>125.00</u>	\$ <u>3,125.00</u>
8117050	_Pavt Mrkg, Thermopl, Thru and Rt Turn Arrow Sym	Ea	25.000	\$ <u>125.00</u>	\$ <u>3,125.00</u>
8117050	_Pavt Mrkg, Thermopl, Railroad Sym	Ea	5.000	\$ <u>295.00</u>	\$ <u>1,475.00</u>
8117050	_Pavt Mrkg, Thermopl, Speed Hump Chevron, White	Ea	10.000	\$ <u>425.00</u>	\$ <u>4,250.00</u>
8117001	_Pavt Mrkg, Sprayable Thermopl, 4 inch, White	Ft	17000.000	\$ <u>.18</u>	\$ <u>3,060.00</u>
8117001	_Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	Ft	131000.000	\$ <u>.18</u>	\$ <u>23,580.00</u>
8117001	_Pavt Mrkg, Sprayable Thermopl, 6 inch, White	Ft	73000.000	\$ <u>.26</u>	\$ <u>18,980.00</u>
8117001	_Pavt Mrkg, Polyurea, 4 inch, White	Ft	8250.000	\$ <u>.65</u>	\$ <u>5,362.50</u> <sup>ACS</sup>
8117001	_Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft	8250.000	\$ <u>.65</u>	\$ <u>5,362.50</u> <sup>ACS</sup>
8117001	_Pavt Mrkg, Polyurea, 6 inch, White	Ft	200.000	\$ <u>.79</u>	\$ <u>158.00</u>
8117001	_Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	200.000	\$ <u>2.50</u>	\$ <u>500.00</u>
8117001	_Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	125.000	\$ <u>10.00</u>	\$ <u>1,250.00</u>
8117001	_Pavt Mrkg, Polyurea, 12 inch, Cross Hatching, White	Ft	200.000	\$ <u>5.00</u>	\$ <u>1,000.00</u>
8117001	_Pavt Mrkg, Polyurea, 12 inch, Cross Hatching, Yellow	Ft	200.000	\$ <u>5.00</u>	\$ <u>1,000.00</u>

TOTAL THIS PAGE \$ 81,223.00

ADD-1-3  
BF-2

## BID FORM

### Section 2 - Material and Equipment 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.

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

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

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

Signature of Authorized Representative of Bidder  Date 2.29.16

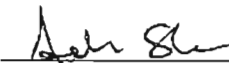
# BID FORM

## Section 3 - Time Alternate

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 **MUST** 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 2.29.14





# BID FORM

## Section 5 – References

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

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

1) OALLAND COUNTY <sup>\$</sup> 1,600,987.00 2015  
Project Name Cost Date Constructed

PETE CLEMENS 248 240 3385  
Contact Name Phone Number

2) CITY OF TROY <sup>\$</sup> 63,727.00 2015  
Project Name Cost Date Constructed

JOE LIETHE \_\_\_\_\_  
Contact Name Phone Number

3) CITY of ANDREW HILLS <sup>\$</sup> 57,387.46 2015  
Project Name Cost Date Constructed

DAN BRISSON \_\_\_\_\_  
Contact Name Phone Number

# CONTRACT

THIS AGREEMENT is made on the 4th day of April, 2016, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and P.K. Contracting, Inc. ("Contractor") a State of Michigan Corporation located at 1965 Barrett Drive, Troy, Michigan, 48084.

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

## ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "Council Chamber Renovations Phase 2" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

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

## ARTICLE II - Definitions

Administering Service Area/Unit means **Public Services Area /Project Management Services Unit**

Project means **Pavement Marking Maintenance – 2016; ITB 2240**

## 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 by June 30, 2016.
- (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 \$500.00 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:

Two Hundred Forty Three Thousand Seventy Seven and 25/100 Dollars  
(\$243,077.25)

- (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 without the written consent of 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 agreement, 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 agreement.

#### **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.

**ARTICLE IX - Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless 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.

**ARTICLE X - Entire Agreement**

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

**FOR CONTRACTOR**

By \_\_\_\_\_

Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Tom Crawford, Interim City Administrator

By \_\_\_\_\_  
Craig Hupy, Public Services Area  
Administrator

**Approved as to form and content**

By \_\_\_\_\_  
Stephen K. Postema, City Attorney

**PERFORMANCE BOND**

- (1) \_\_\_\_\_(referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated \_\_\_\_\_, 201\_, for: \_\_\_\_\_ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
(Name of Surety Company)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Name and address of agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LABOR AND MATERIAL BOND**

- (1) \_\_\_\_\_  
of \_\_\_\_\_(referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated \_\_\_\_\_, 201\_\_, for \_\_\_\_\_; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
(Name of Surety Company)  
By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

Name and address of agent:

\_\_\_\_\_  
Stephen 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."

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.

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, the Contractor agrees to conform to Chapter 23 of Title I of the Code of the City of Ann Arbor, as amended, which in part states:

**1:814. Applicability.**

- (1) This Chapter shall apply to any person that is a contractor/bidder or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/bidder or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/bidder or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/bidder or grantee.

**1:815. Living Wages Required.**

- (1) Every contractor/bidder or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
  - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$12.52 an hour, or the adjusted amount hereafter established under Section 1:815(3).
  - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$13.96 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage



levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

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 Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 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. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

### **9:158. - Nondiscrimination by city contractors.**

- (1) 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.
- (2) 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.
- (3) Upon request, each prospective contractor shall submit to the city data showing current total employment by occupational category, sex and minority group and shall respond to information requests documenting its equal employment opportunity policies and procedures.
- (4) If the contract which is being awarded includes federal requirements for affirmative action, each prospective contractor shall submit to the city data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the City Administrator's designee concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the City Administrator's designee as having fulfilled affirmative action requirements for the period of the contract at which time the City Administrator's designee shall conduct another review. If the data demonstrates an under-representation the contractor shall develop an affirmative action program for review by the City Administrator's designee. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the City Administrator's designee shall use for employment verification the labor recruitment area of the Ann Arbor metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the City Administrator's designee as having fulfilled affirmative action requirements for a period of 1 year at which time the City Administrator's designee shall conduct another review.

- (5) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (6) All contracts shall include provisions through which the contractor agrees to follow all applicable federal and state laws.
- (7) The City Administrator's designee shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The City Administrator's designee, together with the Human Rights Commission, shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (8) The City Administrator's designee will provide the City's Human Rights Commission with an annual summary report of contracts awarded; affirmative action requirements reviewed, where applicable; any complaints received alleging violation of the contractor's non-discrimination requirements, and actions taken. The Human Rights Commission will be provided, at its request, with additional information related to the report. The Human Rights Commission and the City Administrator's designee will report annually to the City Council on compliance of city contractors with this chapter.
- (9) All city contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the city shall be entitled, at its option, to do any or all of the following:
  - (a) Cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
  - (b) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time;
  - (c) Recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to protected class members had the discrimination provisions not been breached;
  - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$25,000—99,999	\$50.00
100,000—199,999	100.00
200,000—499,999	150.00
500,000—1,499,999	200.00
1,500,000—2,999,999	250.00
3,000,000—4,999,999	300.00
5,000,000 and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the city under this contract.

(Ord. No. 14-25, § 1, 10-20-14)

## **Section 6 - Materials, Appliances, Employees**

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

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

Adequate sanitary facilities shall be provided by the Contractor.

## **Section 7 - Qualifications for Employment**

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

## **Section 8 - Royalties and Patents**

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

## **Section 9 - Permits and Regulations**

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

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

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

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

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall

take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

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

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

## **Section 11 - Inspection of Work**

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

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

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

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

## **Section 12 - Superintendence**

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

## **Section 13 - Changes in the Work**

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

extension of time caused by the change shall be adjusted at the time of ordering the change.

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

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

## **Section 14 - Extension of Time**

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

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

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

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

## Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

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

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

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

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

## **Section 16 - Progress Payments**

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

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

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

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

## **Section 17 - Deductions for Uncorrected Work**

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

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

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

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the

removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

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

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

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

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

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

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

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

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

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

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

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions



abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

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

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

If the Contractor is adjudged 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 which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- (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 07 98. 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 which 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 Job General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 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.
  - (3) In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 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; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) 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 to the Administering Service Area/Unit at least ten days prior to the expiration date.
  - (4) Any Insurance provider of Contractor shall be admitted and 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-admitted insurance companies are not acceptable unless approved in writing by the City.

## **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

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

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company

authorized to transact business in Michigan and satisfactory to the City Attorney.

### **Section 30 - Damage Claims**

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

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

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

### **Section 32 - Assignment**

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

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

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

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

### **Section 34 - Subcontracts**

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

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

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

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

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

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

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

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

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

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

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

## **Section 38 - Lands for Work**

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

## **Section 39 - Cleaning Up**

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

## **Section 40 - Salvage**

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

## **Section 41 - Night, Saturday or Sunday Work**

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

more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

## **Section 42 - Sales Taxes**

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

## Section 43

### CONTRACTOR'S DECLARATION

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Past due invoices, if any, are listed below.





## STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the City of Ann Arbor Public Services Department Standard Specifications; the Michigan Manual of Uniform Traffic Control Devices (MMUTCD); and the Michigan Department of Transportation (MDOT) Pavement Marking Standards, Pavement Marking Convoy Typical, and Non-Freeway Maintaining Traffic Typical, which are 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 the City of Ann Arbor 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.

The City of Ann Arbor Standard Specifications can be downloaded from the following web link:

[http://www.a2gov.org/government/publicservices/project\\_management/privatedev/pages/standardspecificationsbook.aspx](http://www.a2gov.org/government/publicservices/project_management/privatedev/pages/standardspecificationsbook.aspx).

The MMUTCD can be downloaded from the following web link:

[http://mdotcf.state.mi.us/public/tands/Details\\_Web/mmutcdcompleteinteractive.pdf](http://mdotcf.state.mi.us/public/tands/Details_Web/mmutcdcompleteinteractive.pdf)

The MDOT Pavement Marking Standards can be downloaded from the following web link:

[http://mdotcf.state.mi.us/public/tands/Details\\_Web/mdot\\_pavemark\\_std.pdf](http://mdotcf.state.mi.us/public/tands/Details_Web/mdot_pavemark_std.pdf)

The MDOT Pavement Marking Convoy Typical can be downloaded from the following web link:

[http://mdotcf.state.mi.us/public/tands/Details\\_Web/mdot\\_pavmk\\_convoy\\_e.pdf](http://mdotcf.state.mi.us/public/tands/Details_Web/mdot_pavmk_convoy_e.pdf)

The MDOT Non-Freeway Maintaining Traffic Typical can be downloaded from the following web link:

[http://mdotcf.state.mi.us/public/tands/Details\\_Web/mdot\\_mt\\_nonfwy.pdf](http://mdotcf.state.mi.us/public/tands/Details_Web/mdot_mt_nonfwy.pdf)

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
PROJECT SCHEDULE

AA:DAD

1 of 2

02/08/16

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

The Contractor is expected to be furnished with two (2) copies of the Contract, for its execution, and a schedule of proposed pavement marking locations on or before **April 5, 2016**. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance documentation, to the City by **April 22, 2016**. 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 **April 15, 2015** the Contractor shall submit a detailed schedule of work (project work schedule) for the Engineer's review and approval. This schedule must fully comply with the scheduling requirements contained in this Detailed Specification, and shall include a beginning date and completion date for the project. The schedule of streets where pavement markings are to be applied will be in a systematic manner. Once work is started it will continue until all available streets scheduled for pavement marking at that time are complete. Work shall not start until the project work schedule is approved in writing by the Engineer. The Contractor shall update the approved project work schedule each week, unless otherwise as directed by the Engineer.

The Contractor shall begin the work of this project on or before **May 2, 2016**, and only upon receipt of the fully executed Contract and Notice to Proceed. Appropriate time extensions shall be granted if the Notice to Proceed is delayed beyond this date.

It is anticipated the Contractor may be need to make multiple trips to complete the work in accordance with the approved Project Work Schedule. The entire project shall be completed on or before **June 30, 2016**.

Failure to 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 from the payments due the Contractor **\$500.00** in "Liquidated Damages", and not as a penalty, for each and every calendar day the work remains incomplete beyond the date specified.

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

The Engineer may delay or stop the work due to threatening weather conditions. The Contractor shall not be compensated for unused materials or downtime due to rain, or the threat of rain. The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the rain.

The Contractor shall not work in the dark except as approved by the Engineer and only when lighting for night work is provided as detailed elsewhere in this contract. The Engineer may stop the work, or may require the Contractor to defer certain work to another day, if, in the Engineer's opinion, the work cannot be completed within the remaining daylight hours, or if inadequate daylight is present to either properly perform or inspect the work. The Contractor will not be compensated for unused materials or downtime, when delays or work stoppages are directed by the Engineer for darkness and/or inadequate remaining daylight reasons. The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the dark.

Liquidated Damages will be assessed until the required work is completed in the current construction season. If, with the Engineer's approval, work is extended beyond seasonal limitations, the assessment of Liquidated Damages will be discontinued until the work is resumed in the following construction season.

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

Costs for the Contractor to organize, coordinate, and schedule all of the project work will not be paid for separately, but shall be included in the bid price of other pay items under the contract.

CITY OF ANN ARBOR

DETAILED SPECIFICATION  
FOR  
**MOBILIZATION**

AA:DAD

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02/09/16

**a. Description.** This work consists of preparatory work and operations including, but not limited to, the following:

1. The movement of personnel, equipment, supplies, and incidentals to the project site;
2. The establishment of the Contractor's offices, buildings, and other facilities to support work on the project including associated job site posters;
3. Other work and operations the Contractor must perform;
4. Expenses incurred, before beginning work on pay items at the project site; and
5. Pre-construction costs, exclusive of bidding costs, that are necessary direct costs to the project rather than directly attributable to other pay items under the contract.

**b. Materials.** None specified.

**c. Construction.** None specified.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

<b>Pay Item</b>	<b>Pay Unit</b>
Mobilization, Max _____	Lump Sum

The City of Ann Arbor will specify the maximum bid amount for **Mobilization, Max** \_\_\_ in the bid documents. If the Contractor submits a bid amount for **Mobilization, Max** \_\_\_ that exceeds the maximum bid amount, the City of Ann Arbor will use the maximum bid amount as the Contractor's lump sum bid amount and will correct the total bid amount to reflect this maximum bid amount.

The City of Ann Arbor will pay the Contractor for **Mobilization, Max** \_\_\_ in accordance with Table D-1. The percent of the original contract amount earned is exclusive of the **Mobilization, Max** \_\_\_ pay item.

Table D-1 Partial Payment Schedule for Mobilization	
Percent of Original Contract Amount Earned	Percent of Bid Amount for Mobilization, Max _____
5	50
10	75
25	100

When the percentage of the original contract amount earned is less than 5% on the partial payment schedule, the City of Ann Arbor will pay the Contractor for costs of project specific bonding, insurances, and permits when proof of payment is received and accepted by the Engineer. The Engineer will then subtract these costs from the bid amount for **Mobilization, Max** \_\_\_.

The total sum of all payments for this item will not exceed the bid amount for **Mobilization, Max** \_\_, regardless of the following conditions:

1. The Contractor shut down the work on the project for any reason;
2. The Contractor moved equipment away from the project and then back again; or
3. The City of Ann Arbor added additional quantities or items of work to the contract.

If the contract does not contain a **Mobilization, Max** \_\_ pay item, the unit prices for other items of work will include the costs of mobilization.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**PERMANENT PAVEMENT MARKINGS**

AA:DAD

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02/09/16

**a. Description.** This work consists of providing and applying retroreflective permanent pavement markings in accordance with the Michigan Manual on Uniform Traffic Control Devices (MMUTCD). Provide markings, shapes, spacing, and dimensions that conform to the Michigan Department of Transportation (MDOT) Pavement Marking Standard Plans, and any special details included with this detailed specification unless directed otherwise by the Engineer.

**b. Materials.** Provide materials in accordance with the following requirements.

1. **Marking Materials.** Select pavement marking materials from the MDOT Qualified Product List.

Pavement marking materials must meet the general packaging and labeling requirements and applicable specific material requirements described below.

**A. General Packaging and Labeling.** Material containers or packages must be marked on the tops and sides, using a durable, weather-resistant marking. Include the following information:

- (1) Manufacturer's name and address,
- (2) Description of the material,
- (3) Product identification number,
- (4) Lot or Batch number,
- (5) Date of manufacture,
- (6) Volume and
- (7) Weight.

**B. Packaging and Labeling for Cold Plastic and Thermoplastic Markings.**

(1) **Cold Plastic.** Containers or packages of cold plastic material, and the core of each roll must be marked with the information specified above.

(2) **Thermoplastic.** In addition to the above requirements, thermoplastic material must be packaged in non-stick containers, and labeled with "heat to manufacturer-recommended temperature range," or a City of Ann Arbor approved equal.

2. **Glass Beads.**

**A. Glass Bead Packaging and Labeling.** Glass beads must be packaged in moisture resistant bags and labeled to include the following information:

- (1) Manufacturer's name and address,
- (2) Shipping point,
- (3) Trademark or name,
- (4) The wording "Glass Beads,"
- (5) Specification number,
- (6) Weight,

- (7) Lot or Batch number, and
- (8) Date of manufacture.

Glass beads must meet the general requirements of subsection B below, and the applicable requirements for specific applications of subsection A above.

**B. General Glass Bead Requirements.** Glass beads must meet the physical characteristics and gradation requirements specified in Table B-1, unless otherwise specified in subsection C below for specific applications.

<b>Table B-1 General Glass Bead Requirements</b>	
<b>Physical characteristics (MTM 711)</b>	
General Appearance	Transparent, clean, smooth, free from milkiness, pits, or excessive air bubbles
Shape	Spherical with $\geq 75\%$ true spheres
Color	Colorless, very light gray, very light gray tinge, or bright white
Index of Refraction	$\geq 1.50$
Alkalinity	$\leq 2.0$
<b>Gradation Requirements (MTM 711)</b>	
Sieve Size (No.)	Total Percent Passing
20	100
30	75-95
50	15-35
100	0-5

**C. Glass Bead Requirements for Specific Applications.** For specific applications, glass beads must be as follows:

(1) **Waterborne and Low Temperature Waterborne.** Standard glass beads for use with waterborne marking material and low temperature waterborne marking material require a moisture resistant coating and a silane coating.

(2) **Regular Dry.** Standard glass beads for use with regular dry marking material may have a moisture resistant coating, a silane coating, or both.

(3) **Thermoplastic.** Glass beads for thermoplastic marking material must have a moisture resistant coating.

(4) **Sprayable thermoplastic.** The type, gradation, and application rates for glass beads used with sprayable thermoplastic marking material must meet the thermoplastic manufacturer's recommendation.

(5) **Polyurea.** The type, gradation, and application rates for glass beads used with polyurea marking material must meet the thermoplastic manufacturer's recommendation.

Use a double drop system of large and standard glass beads, a double drop system of ceramic elements and standard glass beads, or an Engineer-approved alternate for recessed longitudinal markings. Ensure large glass beads meet federal specification TTB-1325 for a Type 4 glass bead.

Provide the Material Safety Data Sheets to the Engineer for required materials and supplies. Dispose of unused material and containers in accordance with the Federal Resource



Conservation Recovery Act (RCRA) of 1976 as amended, and 1994 PA 451, Part 111 Hazardous Waste Management.

Provide samples of permanent pavement marking materials on City of Ann Arbor request.

**c. Construction.**

1. **Equipment.** Apply longitudinal lines with certified self-propelled pavement marking equipment. The Engineer may approve other equipment for special markings or areas inaccessible to self-propelled pavement marking equipment.

Provide self-propelled equipment certified by the MDOT in accordance with the Equipment Certification Guidelines for Pavement Markings. Certification is effective for 2 years. Operate marking equipment at no greater than the certified speed. The Engineer will assume a striping, operating above the certified working speed, has operated at that speed for the entire day.

The City of Ann Arbor may inspect the equipment at any time.

Use equipment capable of uniformly applying material to the required length and width.

Provide equipment for placing centerlines, capable of applying three, 4-inch minimum width lines on a two-lane road in one pass. If applying multiple centerlines, use three spray guns positioned 6 inches on center. For two lane freeways, apply the lane line from the left lane. For freeways with at least three lanes, apply the right lane line with the right edgeline.

Use an easily adjusted, dashing mechanism to retrace existing lane or centerline markings.

Use a self-propelled pavement marker capable of marking pavement in either direction on a roadway. Use a continuous skip cycle. Do not zero or return the cycle control unit to the beginning or start of a new cycle.

Provide a distance meter to measure the length of each line.

The Engineer may check the calibration of metering devices at any time. If the Engineer determines the equipment is unsatisfactory, use other methods approved by the Engineer.

Use equipment for placing hot-applied thermoplastic and sprayable thermoplastic material that can maintain the temperature recommended by the material manufacturer.

Allow time for the Engineer to inspect traffic control devices as shown in the pavement marking convoy typicals. Correct traffic control devices not approved by the Engineer before continuing. If applying markings on a roadway closed to traffic, the traffic control devices specified in the pavement marking convoy typicals are not required, unless otherwise directed by the Engineer.

2. **General.** The City of Ann Arbor will not provide storage buildings or space for permanent pavement marking equipment or materials.

If specified on the plans, layout the permanent pavement markings. Otherwise, witness, log and lay out permanent pavement markings to replace in kind. When layout is complete, contact the Engineer to review the layout work before applying permanent pavement

markings.

Before applying pavement markings, ensure the pavement surface is clean and dry. Air blast to remove material that prevents pavement markings from adhering to the pavement surface. Remove debris or dead animals from the line track.

For solid lines, apply 4 inch and 6 inch lines, no greater than  $\frac{1}{4}$  inch wider than the required width. Apply solid lines with no gaps or spaces. Apply a double line as either two solid lines or one solid line and one broken line.

For new broken lines, apply 12½-foot long lines, no greater than 4 inches longer than the required length. Leave a 37½-foot gap between new broken lines. Continue this 50-foot cycle of broken line and gap, as shown on the plans. Apply new lines at the required location within a lateral tolerance of 1 inch.

When applying centerline and lane lines on new construction, retrace at least five existing adjacent skips to match the existing pavement marking cycle.

Retrace existing pavement markings using lines equal to the width and length of the original markings. For existing 4-inch, 6-inch, 8-inch, or 12-inch wide lines, retrace no greater than  $\frac{1}{4}$  inch wider than the existing line. If existing lines exceed the nominal widths, ensure the total line widths, existing and retraced, do not exceed 5 inches, 7 inches, 9 inches, and 13 inches.

For existing 12½-foot broken lines, place the retraced line to a longitudinal tolerance of no greater than 4 inches longer than the existing line. If existing lines exceed 12½ feet long, ensure broken line lengths for existing and retraced lines do not exceed 13 feet.

Mix liquid materials during application. Do not thin materials. Uniformly apply pavement marking material at the rates shown in Table C-1.

The protection of wet markings shall be the responsibility of the Contractor, until such markings are sufficiently dry to permit traffic to travel upon them.

Prior to the start of each day's work, the Contractor **must** notify the Project Engineer, or authorized representative, of the general location where the pavement marking crew(s) will be working. No work is to begin without the Project Engineer or authorized representative on site or prior authorization to begin such work from the Project Engineer. If work has begun without notice to the Project Engineer, payment may not be made to the Contractor on items that were completed without authorization. Pavement Markings shall not be placed on Saturday, Sunday, or legal holidays unless the Project Engineer grants prior approval in writing.

The Contractor shall keep accurate daily records indicating streets marked, quantity marked, types of materials used, equipment used, and employees that worked. A copy of these records shall be provided to the City of Ann Arbor Project Engineer or authorized representative on site at the end of each work day.

**3. Traffic Control & Safety.** Proper traffic control is a mandatory requirement for working on the streets under the jurisdiction of the City of Ann Arbor. The design, placement and requirement for traffic control devices shall be those found in the current edition of the Michigan Manual of Uniform Traffic Control. The Contractor is solely responsible for maintaining traffic at all times for its operations. No work shall begin until the proper traffic

control devices are in place.

All vehicles used in the marking operations shall be equipped with fully functioning rotating or oscillating flashers, which are visible from both the front and rear of the vehicle. The pavement marking vehicle shall be equipped with an illuminated Target Arrow, Type B, capable of being visible from either the front or rear of the vehicle.

The trailing vehicle shall also be equipped with an appropriate sign visible from the rear indicating the following or equivalent legend "Wet Paint Do Not Cross Lines". The trailing vehicle shall also be equipped with an illuminated Target Arrow, Type B, which shall be visible from the rear of the vehicle.

Proper MIOSHA class safety vests shall be worn at all times according to task being performed.

The Engineer will determine the application rates by dividing the quantity of material used by the length of the line placed. The Engineer may check application rates at start up, and during work, without prior notice to the Contractor.

Load pavement marking materials on the pavement marking machine without interfering with, or delaying traffic. Operate striping equipment to prevent traffic from crossing the uncured markings. Prevent vehicles from being sprayed.

Position bead guns to direct beads into the line material and provide a uniform application of beads.

If applying markings in off-road areas open to traffic, maintain traffic to prevent vehicles from crossing the uncured markings.

Apply sharp, well-defined markings, free of uneven edges, overspray, or other visible defects, as determined by the Engineer. Ensure pavement marking lines are straight, or of uniform curvature. Pavement markings are subject to inspection by the Engineer in accordance with the Pavement Marking Inspection Guidelines. Remove pavement markings outside the required tolerances and re-apply in the correct locations. Re-apply unprotected pavement markings damaged by traffic and remove tracked lines at no additional cost to the City of Ann Arbor.

**4. Removal.** If required, remove existing longitudinal pavement markings on old pavement or curing compound on new concrete as described below.

Use a vacuum attachment operating concurrently with the blast cleaning operation to remove residue and dust when removing markings by blast cleaning within 10 feet of an open lane. Properly dispose of collected residue and dust.

**A. Removal of Less than 5,000 Feet of Pavement Markings.** Obtain the Engineer's approval for one of the following removal methods and minimize damage to the surface texture of the pavement during removal.

Use one or more of the following removal methods:

- (1) Sandblasting using air or water;
- (2) Shot blasting;
- (3) High-pressure water;
- (4) Steam or superheated water; or
- (5) Mechanical devices such as grinders, sanders, scrapers, scarifiers, and wire brushes.

Immediately clean up any debris generated. The City of Ann Arbor will not require continuous vacuuming equipment for pavement marking removal of less than 5,000 feet.

**B. Removal of Greater than 5,000 Feet of Pavement Markings.** Remove pavement markings using self-propelled truck mounted removal equipment. The equipment must be capable of continuously vacuuming up the removal debris. If the removal equipment cannot collect all removal debris, operate a self-propelled sweeper capable of continuously vacuuming up the removal debris immediately behind the removal equipment.

Obtain the Engineer's approval for one of the following removal methods and minimize damage to the surface texture of the pavement during removal:

- (1) Use self-propelled truck mounted removal equipment, except do not use water blasting for marking removal on asphalt pavement;
- (2) Use self-propelled truck mounted removal equipment for marking removal on concrete surfaces to be removed during construction; or
- (3) Use a self-propelled truck mounted water blaster for marking removal on concrete surfaces to remain in place.

If removing special markings, including legends, symbols, arrows, crosswalks, and stop bars, install the new markings within 5 working days.

If removing cold plastic markings, collect and dispose of removed material.

**5. Application, Temperature and Seasonal Restrictions.** Ensure the material application rates in Table C-1, the temperature and seasonal application restrictions in Table C-2, and the additional requirements detailed in this subsection for specific materials are met when applying any material, unless directed by the Engineer. Document moisture testing and provide results to the Engineer.

**A. Waterborne.** The Engineer will not decide the suitability of specific days for the application of waterborne paint. Re-apply lines washed away or otherwise damaged by rain at no additional cost to the City of Ann Arbor.

The Contractor may place waterborne pavement markings immediately on new Hot Mix Asphalt (HMA) pavement.

**B. Low Temperature Waterborne.** If seasonal limitations prevent placement of waterborne paint, the Engineer may approve low temperature waterborne paint.

Wait at least 30 days after placing the pavement surface before applying low temperature waterborne pavement markings to new HMA wearing surface. The Engineer may waive the 30-day waiting period.

Binder Type	Thickness (mil)	Binder volume & Bead weight	Line Type											
			Broken						Solid					
			4 in	6 in	8 in	12 in	4 in	6 in	8 in	12 in				
Waterborne	15	Binder (gal)	4	6	8	12	16	24	32	48				
		Beads (lb)	32	48	64	96	128	192	256	384				
Low Temperature Waterborne	15	Binder (gal)	4	6	8	12	16	24	32	48				
		Beads (lb)	32	48	64	96	128	192	256	384				
Regular Dry	15	Binder (gal)	4	6	8	12	16	24	32	48				
		Beads (lb)	24	36	48	72	96	144	192	288				
Thermoplastic	90	Binder (gal)	435	653	870	1,305	1,740	2,610	3,480	5,220				
		Beads (lb)	50	75	100	150	200	300	400	600				
Sprayable Thermoplastic	30 (c)	Binder (gal)	140	210	280	420	560	840	1,120	1,680				
		Beads (lb)	50	75	100	150	200	300	400	600				
Polyurea	20	Binder (gal)	6	8	11	17	22	33	44	66				
		Beads (lb)												

As directed by the manufacturer

a. Binder yield indicates the amount to produce the required mil thickness without drop on beads.  
b. Bead yield indicates the amount of drop on beads required for the given binder.  
c. Apply drop on beads for a final thickness of 40 mil.

C. **Regular Dry Paint.** If seasonal limitations prevent the placement of waterborne paint, the Engineer may approve regular dry paint.

Wait at least 14 days after placing the pavement surface before applying regular dry pavement markings to new HMA wearing surface. The Engineer may waive the 14-day waiting period.

D. **Cold Plastic.** Prepare the pavement surface and apply the cold plastic tape in accordance with the manufacturer's specifications.

Remove curing compound from new concrete surfaces before applying cold plastic tape. For pavements with two or more layers of existing overlay cold plastic marking material or any other non-compatible materials, remove the existing marking material before installing the new cold plastic markings.

Install cold plastic tape legends, crosswalks, and stop bars, as shown on the standard plans, unless otherwise required in the plans.

(1) **With Contact Cement.** Apply contact cement recommended by the cold plastic marking manufacturer and approved by the City of Ann Arbor. Mix contact cement during application. Do not thin the contact cement. Allow time for solvents to evaporate from the adhesive before applying the cold plastic marking. Apply the contact cement by a method recommended by the manufacturer and ensure it is beneath the entire marking.

Provide non-adhesive backed cold plastic for stop bars and crosswalks. Provide adhesive backed cold plastic for all other special markings.

Immediately after placement, roll transverse and special markings at least four times with a roller weighing at least 200 pounds. The Engineer will not require additional rolling for longitudinal applications if the equipment for installing the line is equipped with a roller.

(2) **Primerless – Without Surface Preparation Adhesive.** Ensure dry weather for at least 24 hours, and a dry pavement surface before applying the primerless cold plastic tape marking. Clean the pavement surface using an air compressor with at least 185 cfm air flow and 120 psi. On all pavement surfaces, prevent damage to transverse and longitudinal joint sealers.

Immediately after placement, roll transverse and special markings at least six times with a roller weighing at least 200 pounds. The Engineer will not require additional rolling for longitudinal applications if the equipment installing the line is equipped with a roller.

(3) **Primerless – With Surface Preparation Adhesive.** Use surface preparation adhesive on all primerless cold plastic tape as recommended by the manufacturer or as shown on the plans.

Ensure dry weather for at least 24 hours, and a dry pavement surface before applying the primerless cold plastic tape marking. Clean the pavement surface using an air compressor with at least 185 cfm air flow and 120 psi. On all pavement surfaces,

prevent damage to transverse and longitudinal joint sealers.

Immediately after placement, roll transverse and special markings at least six times with a roller weighing at least 200 pounds. The Engineer will not require additional rolling for longitudinal applications if the equipment installing the line is equipped with a roller.

**E. Thermoplastic.** Ensure the pavement is free of excess surface and subsurface moisture that may affect bonding. The Engineer will not decide the suitability of specific days for the application of thermoplastic.

Heat and apply the thermoplastic material within the temperature range recommended by the manufacturer.

**F. Sprayable Thermoplastic.** Ensure the pavement is free of excess surface and subsurface moisture that may affect bonding. The Engineer will not decide the suitability of specific days for the application of thermoplastic.

Heat and apply the sprayable thermoplastic material within the temperature range recommended by the manufacturer.

**G. Polyurea.** Ensure the pavement is free of excess surface and subsurface moisture that may affect bonding. The Engineer will not decide the suitability of specific days for the application of thermoplastic.

Surface preparation requirements for special, and longitudinal polyurea pavement markings depend on surface conditions.

Prepare new HMA surfaces and HMA surfaces open to traffic for 10 days or less with no oil drips, residue, debris, or temporary or permanent markings, by cleaning the marking area with compressed air.

Prepare new PCC surfaces and PCC surfaces free of oil drips, residue, and debris, temporary, or permanent markings, by removing the curing compound from the area required for pavement markings.

Prepare existing HMA or PCC surfaces that do not have existing markings, but may have oil drip areas, debris, or both, by scarifying the marking area using non-milling grinding teeth or shot blasting. The Engineer will allow the use of water blasting to scarify the marking area on PCC surfaces.

Prepare existing HMA or PCC surfaces with existing non-polyurea markings by completely removing non-polyurea markings.

Prepare existing HMA or PCC surfaces with existing polyurea marking and that may have oil drip areas, debris, or both, by using the following methods:

- (1) Clean the marking area with compressed air if markings are replaced every 2 years and no visible oil drip areas or visible chipping or spalling of the existing marking exist;

(2) Scarify the marking area using non-milling grinding teeth or shot blast if markings are replaced every 2 years and visible oil drip areas, chipping or spalling of the existing markings exist; or

(3) Completely remove existing pavement markings if markings are replaced every 4 years.

<b>Table C-2</b>				
<b>Minimum Material Placement Temperature and Seasonal Restrictions (a)</b>				
<b>Material</b>	<b>Minimum Air Temperature (°F) (b)</b>	<b>Minimum Pavement Temperature (°F) (c)</b>	<b>Start Date</b>	<b>End Date</b>
Waterborne	50	50	May 1	Oct 15
Low Temperature Waterborne	35	35	Oct 1	May 1
Regular Dry	25	25	Oct 1	May 1
Cold Plastic Tape – with Contact Cement	60	60	May 1	Oct 15
Cold Plastic Tape – Primerless – without Surface Preparation Adhesive	60	60	Jun 1	Sep 1
Cold Plastic Tape – Primerless – with Surface Preparation Adhesive	40	40	Apr 15	Nov 15
Thermoplastic	50	50	May 1	Oct 15
Sprayable Thermoplastic	50	50	Apr 15	Nov 15
Polyurea	40	40	Apr 15	Nov 15
a. See text for more detailed information. b. Temperature must meet minimum and be rising. c. Pavement must be dry.				

**6. Second Application.** If the contract requires a second application of permanent pavement markings, complete two applications regardless of initial pavement marking conditions. Complete the second application from 14 days to 60 days after initial application in the same calendar year.

The Contractor may apply the second application before the required 14 days if previously approved by the Engineer.

**7. Call Back Painting.** The Engineer will provide a list of locations and limits for call back pavement marking painting, and will direct the order that the Contractor may paint the locations.

Begin call back painting work within seven days of the Engineer's notification.

**8. Raised Pavement Marker (RPM) Removal.** Remove RPM with City of Ann Arbor-approved equipment. During removal, do not disturb pavement more than 3 inches below the surface or more than 3 inches from the perimeter of the marker casting. The Engineer will stop marker removal if damage to the pavement exceeds these limits.

The Engineer will require patching, regardless of milling requirements, unless the Engineer determines damaged areas do not pose a hazard to traffic. Use leveling mix to patch concrete and HMA pavement that require HMA overlay.



Use a prepackaged, hydraulic, fast-set material for patching structural concrete, from the Qualified Products List for patching concrete pavement not requiring overlay. Patch concrete pavement, not requiring overlay in accordance with the patch material manufacturer's specifications.

Patch HMA pavement, not requiring overlay, with the epoxy adhesive used to attach raised pavement markers to the pavement.

Clean and dispose of debris from RPM removal and patching operations.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

<b>Pay Item</b>	<b>Pay Unit</b>
Pavt Mrkg, Waterborne, __ inch, (color) .....	Foot
Pavt Mrkg, Waterborne, 2nd Application __ inch, (color) .....	Foot
Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, __ inch, (color).....	Foot
Pavt Mrkg, Regular Dry, __ inch, (color).....	Foot
Pavt Mrkg, Regular Dry, 2nd Application, __ inch, (color).....	Foot
Pavt Mrkg, Ovly Cold Plastic, __ inch, (color).....	Foot
Pavt Mrkg, Ovly Cold Plastic, __ inch, Crosswalk.....	Foot
Pavt Mrkg, Ovly Cold Plastic, __ inch, Stop Bar .....	Foot
Pavt Mrkg, Ovly Cold Plastic, 12 inch, Cross Hatching, (color).....	Foot
Pavt Mrkg, Ovly Cold Plastic, (legend) .....	Each
Pavt Mrkg, Ovly Cold Plastic, (symbol).....	Each
Pavt Mrkg, Ovly Cold Plastic, Speed Hump Chevron, (color) .....	Each
Pavt Mrkg, Thermopl, __ inch, (color).....	Foot
Pavt Mrkg, Thermopl, __ inch, Crosswalk .....	Foot
Pavt Mrkg, Thermopl, __ inch, Stop Bar .....	Foot
Pavt Mrkg, Thermopl, __ inch, Cross Hatching, (color).....	Foot
Pavt Mrkg, Thermopl, (legend) .....	Each
Pavt Mrkg, Thermopl, (symbol) .....	Each
Pavt Mrkg, Thermopl, Speed Hump Chevron, (color) .....	Each
Pavt Mrkg, Sprayable Thermopl, __ inch, (color).....	Foot
Pavt Mrkg, Polyurea, __ inch, (color).....	Foot
Pavt Mrkg, Polyurea, __ inch, Crosswalk .....	Foot
Pavt Mrkg, Polyurea, __ inch, Stop Bar .....	Foot
Pavt Mrkg, Polyurea, __ inch, Cross Hatching, (color).....	Foot
Pavt Mrkg, Polyurea, (legend) .....	Each
Pavt Mrkg, Polyurea, (symbol) .....	Each
Rem Curing Compound, for Spec Mrkg.....	Square Foot
Rem Curing Compound, for Longit Mrkg, __ inch.....	Foot
Rem Spec Mrkg .....	Square Foot
Pavt Mrkg, Longit, 6 inch or Less Width, Rem.....	Foot
Pavt Mrkg, Longit, Greater than 6 inch Width, Rem.....	Foot
Call Back, Mobilization .....	Each
Call Back, Intermediate Transportation.....	Mile
Rem Raised Pavt Marker .....	Each
Witness, Log, Layout, \$1,000.00 .....	Dollar

1. **General.** The Engineer will not measure the skips in dashed lines. The cost of traffic control and mobilization is included in the unit prices for other pavement marking

placement pay items unless it is specified elsewhere in the Contract to be paid separately.

The cost of collecting and disposing of residue generated by the removal of cold plastic pavement markings and curing compound is included in the unit prices for other removal pay items.

The cost of glass beads is included in the unit prices for other pavement marking material.

The City of Ann Arbor will not pay separately for the contact cement and adhesives for longitudinal lines, legends, symbols, arrows, crosswalks, or stop bars.

The City of Ann Arbor will not pay for markings placed by equipment operated at speeds higher than the certified speed.

The City of Ann Arbor will not assess liquidated damages if the 30-day waiting period for placing low temperature waterborne paint is in effect and the project is complete. The City of Ann Arbor will not assess liquidated damages if the 14-day waiting period for regular dry paint is in effect and the project is complete.

The unit price for **Rem Curing Compound** includes the cost of preparing new PCC for marker application by removing the curing compound.

The Engineer will calculate pay adjustment as required by the contract when regular dry paint or low temperature waterborne paint are substituted for waterborne paint due to seasonal limitations. The adjustment applies only to projects that have completion dates after October 1, or have approved extensions of time without liquidated damages beyond October 1. Contractors who are in liquidated damages after October 1 are not eligible for the price adjustment.

2. **Call Back.** The unit price for **Call Back, Mobilization** includes the cost of traveling to the first call back painting location.

The Engineer will measure **Call Back, Intermediate Transportation** based on the map distances. The unit price for **Call Back, Intermediate Transportation** includes the cost of traveling between intermediate locations.

3. **Pavement Marking Removal.** The Engineer will measure the full removal of special markings based on the MDOT Pavement Marking Standard Plans and any special details. The City of Ann Arbor will pay for partial removal of special markings based on the dimensions of the actual removal area. The City of Ann Arbor will pay for the removal of longitudinal markings as **Pavt Mrkg, Longit, Rem**, of the width required. If full removal of pavement markings is required, the unit prices for **Rem Spec Mrkg** or **Pavt Mrkg, Longit, 6 inch or Less Width, Rem**, and **Pavt Mrkg, Longit, Greater than 6 inch Width, Rem** include the cost of removing existing longitudinal permanent markings, including tapers, and transitions.

If the Contractor removes multiple layers of pavement marking materials, the City of Ann Arbor will not pay separately for material removed beyond the first layer.

4. **Material Deficiency.** The Engineer will compute the quantity of pavement marking material and glass beads applied per unit of measurement at the end of each work day. The Engineer may include an applied length of less than 10 miles in the next day's measurement.

The Engineer will determine the material usage based on field measurements and the required application rate specified in Table C-1.

The City of Ann Arbor will reduce the unit price for pavement marking material for material shortages in direct proportion to the deficient material quantity, up to 6 percent. If the daily deficiency of pavement marking material, or beads, is greater than 6 percent, the City of Ann Arbor will consider the day's work unsatisfactory and will direct the Contractor to reapply the day's markings to the thickness required by the contract, at no additional cost to the City of Ann Arbor.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**RECESSED PAVEMENT MARKINGS**

AA:DAD

1 of 2

02/09/16

**a. Description.** This work consists of providing all equipment and labor required to prepare (grooving) the pavement surface for recessed longitudinal, transverse, and turning guide line pavement markings in accordance with the City of Ann Arbor Permanent Pavement Markings Detailed Specification, the plans, and this detailed specification.

**b. Materials.** None specified.

**c. Construction.** Install a recess (groove) in accordance with the recessed pavement marking material manufacturer's installation instructions. Ensure all recessing configurations are in accordance with the *Michigan Manual of Uniform Traffic Control Devices* and the Michigan Department of Transportation Pavement Marking Standards.

1. Grooving Concrete and Hot Mix Asphalt Pavement. If there are no markings on the pavement, paint a temporary tracer line (with no beads) exactly where the permanent markings will be placed. Use these lines as a template for the grooving operation.

Use equipment and methods approved by the manufacturer of the recessed pavement marking material to be recessed for forming grooves in pavement surfaces. Dry-cut the grooves in a single pass using stacked diamond cutting heads on self-vacuuming equipment capable of producing a finished groove ready for pavement marking material installation.

Ensure that the bottom of the groove has a fine corduroy finish. If a coarse tooth pattern results, increase the number of blades and decrease the spaces on the cutting head until the required finish is achieved.

2. Groove Dimensions. Ensure grooves for recessed pavement markings are in accordance with the following:

Longitudinal Markings

Groove Width:	Material width +1 inch, ( $\pm 1/8$ inch)
Groove Depth:	As recommended by the manufacturer, ( $\pm 5$ mils)
Groove Position:	Center/Lane Lines: 2 inches from joint line, ( $\pm 1/8$ inch) Edge Lines: On lane, 2-4 inches in from the joint line, ( $\pm 1/8$ inch) Edge Lines for 14 foot paved lanes: as directed by the Engineer

Transverse Markings

Groove Width:	Material width +1 inch, ( $\pm 1/8$ inch)
Groove Depth:	As recommended by the manufacturer, ( $\pm 5$ mils)
Groove Position:	In the exact location where the transverse marking (crosswalk or stop bar) will be placed.

Turning Guide Line Markings

Groove Width: Material width +1 inch, ( $\pm 1/8$  inch)  
 Groove Depth: As recommended by the manufacturer, ( $\pm 5$  mils)  
 Groove Position: In the exact location where the turning guide line markings will be placed.

Placing Recessed Pavement Markings. Place the pavement marking material in the grooves within 24 hours of the grooves being made. Ensure the grooves are clean and dry prior to placing pavement marking material. Locate the groove so the entire marking can be placed within the groove.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

<b>Pay Item</b>	<b>Pay Unit</b>
Recessing Pavt Mrkg, Longit.....	Foot
Recessing Pavt Mrkg, Transv.....	Square Foot
Recessing Pavt Mrkg, Turning Guide Line .....	Square Foot

**Recessing Pavt Mrkg, Longit; Recessing Pavt Mrkg, Transv; and Recessing Pavt Mrkg, Turning Guide Line** include placing the temporary tracer line (with no beads), when required, and all work as described in this special provision.

Pavement marking materials, including retroreflective pavement marking required for traffic control, will be paid for separately using the appropriate pay items.

**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 have been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

P.K. CONTRACTING, INC  
Company Name

Aden Shea 2-29-16  
Signature of Authorized Representative Date

ADEN SHEA, VICE PRESIDENT  
Print Name and Title

1965 BARRETT DR TRUY MI 48084  
Address, City, State, Zip

248 362 2300 aden@pkcontracting.com  
Phone/Email address

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

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016**

**\$12.81 per hour**

If the employer provides health  
care benefits\*

**\$14.30 per hour**

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

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

**ENFORCEMENT**

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

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

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

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

**For Additional Information or to File a Complaint Contact:  
Mark Berryman at 734/794-6500 or [mberryman@a2gov.org](mailto:mberryman@a2gov.org)**

**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 twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

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

The Contractor or Grantee agrees:

- (e) 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 \$12.81/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 \$14.30/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 (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
- (f) 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.
- (g) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (h) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (i) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

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

P.K. CONTRACTING, INC  
Company Name

[Signature] 2.29.16  
Signature of Authorized Representative Date

ADEN SHEA, VICE PRESIDENT  
Print Name and Title

1965 GARRETT DR TROY MI 48064  
Address, City, State, Zip

248.362.2130 aden@pkcontracting.com  
Phone/Email address

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





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 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.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below.

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

Table with 2 columns: Vendor Name, Vendor Phone Number. Vendor Name: P.K. CONTRACTING, INC. Vendor Phone Number: 248 362 2130. Section: Conflict of Interest Disclosure. Name of City of Ann Arbor employees... these maybe a potential conflict of interest. ( ) Relationship to employee: NONE. ( ) Interest in vendor's company. ( ) Other.

\*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 the information provided is true and correct by my signature below.

Signature of Vendor Authorized Representative: [Signature] Date: 2-29-16 Printed Name of Vendor Authorized Representative: ADEN SHEA

PROCUREMENT USE ONLY

- Yes, named employee was involved in bid / Proposal process.
No, named employee was not involved in procurement process or decision.

# 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/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

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

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

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

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

**Complaint Procedure:** If any individual has a grievance alleging a violation of this chapter, he/she has 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 alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at [aahumanrightscommission@gmail.com](mailto:aahumanrightscommission@gmail.com), or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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

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

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.
- (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.

P.K. CONTRACTING, INC

Company Name

Aden Shea

2-29-16

Signature of Authorized Representative

Date

ADEN SHEA, VICE PRESIDENT

Print Name and Title

1905 GARLETT DR TROY MI 48064

Address, City, State, Zip

248 362 2130 aden@pkcontracting.com

Phone/Email address

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