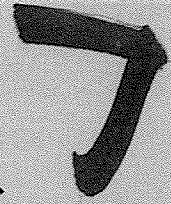
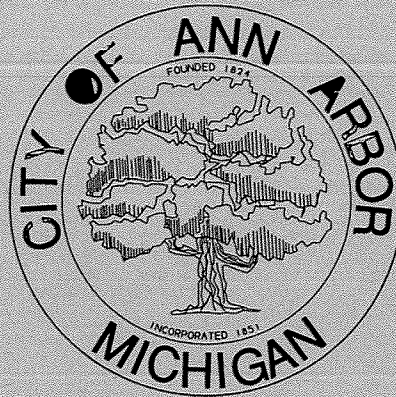


Cadillac



CONTRACT DOCUMENTS  
FOR THE  
2008 STREET RESURFACING PROJECT



FEBRUARY 2008  
FILE NO. 2008-004  
BID NO. 3920

PROJECT MANAGEMENT SERVICE UNIT  
PUBLIC SERVICES AREA  
CITY OF ANN ARBOR  
100 NORTH FIFTH AVENUE  
ANN ARBOR, MICHIGAN  
48107

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APPENDIX B – TRAFFIC CONTROL & DETOUR PLANS

ADVERTISEMENT FOR  
**2008 STREET RESURFACING PROJECT**  
FOR THE  
CITY OF ANN ARBOR, MICHIGAN

BID NO. **3920**

Sealed Bids will be received by the Procurement Unit, Fifth Floor, City Hall, on or before **10:00 a.m., Friday, February 29, 2008** for construction of the **2008 Street Resurfacing Project**. Bids will be publicly opened and read aloud at this time.

Work to be done includes the **reconstruction, resurfacing, patching, and repair of various streets, alleys, bicycle paths, and driveways within the City of Ann Arbor**, and all related work. Bid documents may be obtained on or after **Monday, February 11, 2008** from the office of the Procurement Unit, Fifth Floor, City Hall, Ann Arbor, Michigan.

**A fee of \$20.00 per set** of documents will be charged. No refunds will be given for returned documents.

Each proposal shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A proposal, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 90 days. The City reserves the right 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.

Any further information may be obtained from the Procurement Unit, (734) 994-2719.

CITY OF ANN ARBOR, MICHIGAN

## INSTRUCTIONS FOR COMPLETING THE CONTRACT COMPLIANCE FORMS

### City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts, which they execute, for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce, which is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). *This data is provided to the City on the Human Rights Office Contract Compliance Forms (attached).*

### To complete the form:

- 1) If a company has more than one location, then that company must complete 2 versions of the form.
  - **Form #1** should contain the employment data for the **entire corporation**.
  - **Form #2** should contain the employment data for those employees:
    - who will be working on-site;
    - in the office responsible for completing the contract; or,
    - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) with *your completed bid proposal*.

**For assistance in completing the form, contact:**  
Human Resources Office of the City of Ann Arbor  
(734) 994-2803

If a contractor is determined to be out of compliance, the Human Rights Office will work with them to assist them in coming into compliance.

Instructions for contractors 9/03

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE  
CONTRACT COMPLIANCE FORM**

Form #1

*Entire Organization (Totals for All Locations where applicable)*

Name of Company/Organization Chrylic Asphalt, LLC Date Form Completed as of 1/31/08  
 Name and Title of Person Completing this Form Leah Rogers, HR Admin Name of President Dennis Rickard  
 Address 2575 S Haggerty Rd #100 Canton Mich 48188 County Wayne Phone # 734-397-9306  
 (Street address) (City) (State) (Zip)  
 Fax# 734-398-5780 Email Address lr@chrylic.com  
 (Area Code)

**EMPLOYMENT DATA**

Number of Employees  
(Report employees in only one category)

Job Categories	Male						Female					TOTAL COLUMNS A-M	
	White A	Black or African American B	Asian C	Hispanic or Latino D	Native Hawaiian or Other Pacific Islander F	American Indian or Alaska Native G	White H	Black or African American I	Asian J	Hispanic or Latino K	Native Hawaiian or Other Pacific Islander L		American Indian or Alaskan Native M
Exec/Sr. Officials	2												2
Supervisors	24			1			2						27
Professionals													0
Technicians	4	2	1				5						12
Sales													0
Admin. Support	2			9			5	3					19
Craftspeople	50	2		8	1		3	1					65
Operatives	12	5		4			1						22
Service Workers	3	2					4	2					11
Laborers/Helper	7	3		1			3						14
Apprentices													0
Other													0
<b>TOTAL</b>	104	14	1	23	1	0	23	6	0	0	0	0	172
<b>PREVIOUS YEAR TOTAL</b>	118	18	2	26	0	2	31	6	0	0	0	0	203

AAF-2

9/03 Questions about this form? Call (734)997-1380 or Email: jcarpenter@ci.ann-arbor.mi.us

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE  
CONTRACT COMPLIANCE FORM**

Form #2

*Local Office (Only those employees that will do local or on-site work, if applicable)*

Name of Company/Organization CARLILE Asphalt, LLC - Wixom Div Date Form Completed AS OF 1/31/08

Name and Title of Person Completing this Form LEAH ROGERS, HR Admin

Fax# 734-398-5780 (Area Code) Email Address lrogers@miqmc.com

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)													TOTAL COLUMNS A-M	
	Male						Female								
	White A	Black or African American B	Asian C	Hispanic or Latino D	Native Hawaiian or Other Pacific Islander F	American Indian or Alaska Native G	White H	Black or African American I	Asian J	Hispanic or Latino K	Native Hawaiian or Other Pacific Islander L	American Indian or Alaskan Native M			
Exec./Sr. Officials	2														2
Supervisors	12														12
Professionals															
Technicians	2						2								4 AAF-3
Sales															
Admin. Support	1						2	1							4
Craftspeople	20			3											23
Operatives	7	2		3			1								13
Service Workers	1						1								2
Laborers/Helper	1	2		2			2								7
Apprentices															
Other															
TOTAL	46	4	0	8	0	0	8	1	0	0	0	0	0	0	67
PREVIOUS YEAR TOTAL	26	1	0	4	0	0	9	0	0	0	0	0	0	0	40

Questions about this form? Call 734/997-1380 or Email: jcarpenter@ci.ann-arbor.mi.us

\* AS OF 1/1/08, 2 DIVISIONS HAVE MERGED INTO 1 DIVISION, NEW WIXOM

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 employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
- This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

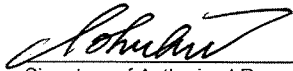
The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$10.33/hour when health care is provided, or no less than \$11.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for the 2007/08 period.
- b) Please check the boxes below which apply to your workforce:
  - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes  No
  - OR
  - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes  No
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

CADILLAC ASPHALT, LLC  
Company Name

2575 S. Haggerty Rd, CANTON, MI  
Address City State Zip

  
Signature of Authorized Representative

734-397-2050  
Phone (area code)

Ahmao Osman, Sales Director  
Type or Print Name and Title

dominic@cadillacasphalt.com  
Email address

2/29/08  
Date signed

Questions about this form? Please contact:  
Procurement Office City of Ann Arbor  
Phone: 734/994-2719 Fax: 734/994-1795



**YOUR RIGHTS UNDER THE ANN ARBOR  
LIVING WAGE ORDINANCE**

→ **NEW RATE EFFECTIVE APRIL 30, 2007** ←

**\$10.33** per hour

if the employer provides health care benefits\*

**\$11.96** 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.

***For Additional Information or to File a Complaint  
Contact:***

**Dee Lumpkin, Procurement Assistant**

**734/994-2719 or [dlumpkin@a2gov.org](mailto:dlumpkin@a2gov.org)**

*\* Health Care benefits includes 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.**

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

A pre-bid conference for this project will be held on **Tuesday February 19, 2008, at 9:00 a.m. in the Fourth Floor Conference Room of the Guy C. Larcom Building, City Hall, located at 100 N. Fifth Avenue, 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. If any questions arise whose answers constitute modifications to the bid documents, an addendum will be issued.

## 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.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Department in cases where access to the site must be arranged by the City.

Any proposal which does not conform fully with these instructions may be rejected.

### Proposals

Proposals must be submitted on the "Proposal Forms" and "Bid Forms" provided, without removal from the binder, with each blank properly filled in. Sealed proposals will be received by the City of Ann Arbor Purchasing Division, Third Floor, City Hall, Ann Arbor, Michigan, at the time stipulated in the Advertisement, promptly after which proposals will be publicly opened and read aloud. Each proposal must be enclosed in a sealed envelope, endorsed across one end:

### **BID #3920, Proposal for: 2008 Street Resurfacing Project**

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 discounts 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 lump sum and unit 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 proposals, the City will give consideration to alternate proposals for items listed in the forms, or other alternates which the Bidder may wish to submit, but preference will be given to Base Bid Proposals.

The City reserves the right 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.

### Bid Security

Each proposal 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 days specified in the Advertisement.

### 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-1, 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

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the white and pink Human Rights Division Contract Compliance Forms (copy attached) or an acceptable equivalent.

### Wage Requirements

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

### Subcontractors

The Bidder shall identify each subcontractor it expects to engage for this Contract, on the Bid Form pages provided. The Bidder shall also identify the work to be subcontracted to each subcontractor, and the approximate dollar value of each subcontract.

## PROPOSAL

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 Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans 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 proposal is one part.

In accordance with these bid documents, and Addenda numbered <sup>#</sup> / \_\_\_\_\_, 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 1:319 (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 further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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 Proposal shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal 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, 2008.

CADILLAC ASPHALT, LLC

Bidder's Name

2575 S. HAGGERTY RO.

CANTON, MICHIGAN 48188

Official Address



Authorized Signature of Bidder

734-397-2050

Telephone Number

AHMAO OSMAN

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

-----  
\* A corporation organized and doing business under the laws of the state of MICHIGAN, for whom Ahmad Osman, bearing the office title of Director of Sales, whose signature is affixed to this proposal, is authorized to execute contracts.

-----  
~~\* A partnership, list all members and the street and mailing address of each:~~

~~Also identify the County and State where partnership papers are filed:~~

~~County of \_\_\_\_\_, State of \_\_\_\_\_~~

-----  
~~\* An individual, whose signature with address, is affixed to this proposal  
(initial here)~~

**BID FORM - SECTION 1**  
**PROJECT: 2008 Street Resurfacing Project**  
**File No. 2008-004      Bid No. 3920**

ITEM	DESCRIPTION	UNITS	ESTIM. QUANT.	UNIT PRICE (\$)	AMOUNT (\$)
201	Project Supervision, Max \$110,000	L.S.	1	\$ 110,000.00	\$ 110,000.00
202	General Conditions, Max \$135,000	L.S.	1	\$ 135,000.00	\$ 135,000.00
203	Minor Traffic Devices, Max \$85,000	L.S.	1	\$ 85,000.00	\$ 85,000.00
204	Remove Bit Pavement	S.Y.	1,230	\$ 4.00	\$ 4,920.00
205	Cold Milling Pavement	TON	19,170	<del>\$ 11.00</del> <sup>10.75</sup>	<del>\$ 210,870.00</del> <sup>206,077.50</sup>
206	Bituminous Curb - Remove	L.F.	2,300	\$ 1.00	\$ 2,300.00
207	Bituminous Curb - In-Place	L.F.	2,300	\$ 4.25	\$ 9,775.00
209	Cold Milling Pavement, Curb Reveal	TON	120	\$ 18.00	\$ 2,160.00
210	Machine Grading	C.Y.	1,985	\$ 10.00	\$ 19,850.00
211	Subgrade Undercutting - Type II	C.Y.	2,950	\$ 10.00	\$ 29,500.00
212	Rem. Conc. Curb and Gutter, Any Type	L.F.	11,400	<del>\$ 16.00</del> <sup>15.50</sup>	<del>\$ 182,400.00</del> <sup>176,700.00</sup>
213	Rem. Conc. Pavement (Repair) - Any Thickness	S.Y.	444	\$ 10.00	\$ 4,440.00
214	Rem. Conc. Sidewalk & Drive - Any Thickness	S.F.	25,850	<del>\$ 1.00</del> <sup>0.90</sup>	<del>\$ 25,850.00</del> <sup>23,265.00</sup>
215	Rem. Conc. Curb & Gutter - Any Type - Special	L.F.	400	<del>\$ 16.00</del> <sup>15.50</sup>	<del>\$ 6,400.00</del> <sup>6,200.00</sup>
216	Rem. Conc. Pavement (Repair) - Any Thickness - Special	S.Y.	200	\$ 14.50	\$ 2,900.00
217	Integral Sidewalk Ret. Wall (6"-18")	S.F.	465	\$ 16.50	\$ 7,672.50
218	Bituminous Patching	TON	570	\$ 55.50	\$ 31,635.00
219	Bike Path Patches, 13A	TON	13	\$ 85.00	\$ 1,105.00
220	Bituminous Pavement Leveling, Regular	TON	7,550	\$ 44.58	\$ 336,579.00
221	Bituminous Pavement Wearing, Regular	TON	5,150	\$ 47.42	\$ 244,213.00
222	Bituminous Pavement Finish Wedging	TON	25	\$ 250.00	\$ 6,250.00
223	Bit. Pavement Base, 3E3	TON	826	\$ 54.14	\$ 44,719.64
224	Bit. Pavement Leveling, 4E3	TON	598	\$ 58.50	\$ 34,983.00
225	Bit. Pavement Wearing, 5E3	TON	553	\$ 67.41	\$ 37,277.73
226	Bit. Pavement Base or Leveling - 3C	TON	2,600	\$ 47.53	\$ 123,578.00

<sup>2129</sup> **TOTAL THIS PAGE** ~~\$ 1,699,377.87~~ <sup>1,686,100.37</sup>  
 (Also to be entered on Page BF-5)



**BID FORM - SECTION 1**  
**PROJECT: 2008 Street Resurfacing Project**  
**File No. 2008-004 Bid No. 3920**

ITEM	DESCRIPTION	UNITS	ESTIM. QUANT.	UNIT PRICE (\$)	AMOUNT (\$)
227	Bit. Pavement Wearing - 4C	TON	1,700	\$ 50.98	\$ 86,666.00
228	Pavement Texturing	S.F.	1,800	\$ 6.65	\$ 11,970.00
229	Stabilizing Geotextile	S.Y.	1,200	\$ 2.50	\$ 3,000.00
230	High Performance Biaxial Geogrid	S.Y.	500	\$ 4.25	\$ 2,125.00
232	Nonwoven Paving Geotextile	S.Y.	1,230	\$ 1.75	\$ 2,152.50
233	Pvmt. Joint & Crack Repair, Detail 7	FT	500	\$ 8.00	\$ 4,000.00
234	Pvmt. Joint & Crack Repair, Detail 8	FT	250	\$ 10.00	\$ 2,500.00
235	Mechanical Anchors and Hook Bolts	EA	1,800	<del>229 0.10</del> <del>10.00</del> <del>180.00</del> \$ 0.50	<del>\$ 900.00</del>
236	Conc. Pavement Repair - High Early - Special	S.Y.	200	\$ 55.80	\$ 11,160.00
237	Detectable Warning, Cast In Place	S.F.	1,530	<del>229 19.50</del> <del>31.25</del> \$ 31.25	<del>29,835.00</del> \$ 47,812.50
238	Stamp Concrete w/ Detectable Warning	S.F.	200	\$ 6.00	\$ 1,200.00
239	Concrete Pavement Repair - High Early	S.Y.	1,845	<del>229 20.00</del> <del>22.00</del> \$ 22.00	<del>36,900.00</del> \$ 40,590.00
240	Concrete Curb & Gutter - Any Type - Fixed Form	L.F.	11,455	<del>229 #1 15.50</del> <del>16.00</del> \$ 16.00	<del>177,552.50</del> \$ 183,280.00
241	Concrete Curb & Gutter - Any Type - Fixed Form - High Early	L.F.	400	<del>229 15.50</del> <del>16.00</del> \$ 16.00	<del>6,200.00</del> \$ 6,400.00
242	4" Sidewalk or Ramp	S.F.	16,600	\$ 5.25	\$ 87,150.00
244	6" Drive, Sidewalk, or Ramp	S.F.	10,000	\$ 5.75	\$ 57,500.00
245	6" Drive, Sidewalk, or Ramp - High Early	S.F.	500	\$ 6.00	\$ 3,000.00
248	8" Fibermesh Concrete - High Early	S.F.	200	\$ 6.75	\$ 1,350.00
250	2-Foot Diameter Structure	EA	12	\$ 1,800.00	\$ 21,600.00
251	Rem. Drainage Structure - Any Size	EA	3	\$ 1,000.00	\$ 3,000.00
255	Reconstruct Structure	EA	4	\$ 1,000.00	\$ 4,000.00
256	Adjust Structure Cover	EA	190	\$ 300.00	\$ 57,000.00
257	Adjust Curb Inlet Structure Cover	EA	110	<del>229 135.00</del> <del>375.00</del> \$ 375.00	<del>14,850.00</del> \$ 41,250.00
258	Adjust Monument or Gate Valve Box	EA	65	\$ 275.00	\$ 17,875.00
259	Additional Depth Structure Repair/Adjust	V.F.	10	\$ 100.00	\$ 1,000.00

**TOTAL THIS PAGE** ~~537,852.50~~ ~~592,567.50~~  
 (Also to be entered on Page BF-5)

NB \$643,766.00  
 (math error)

**BID FORM - SECTION 1**  
**PROJECT: 2008 Street Resurfacing Project**  
**File No. 2008-004      Bid No. 3920**

ITEM	DESCRIPTION	UNITS	ESTIM. QUANT.	UNIT PRICE (\$)	AMOUNT (\$)
260	Lower Structure Cover	EA	200	\$ 200.00	\$ 40,000.00
261	Lower Monument/Gate Valve Box	EA	70	\$ 175.00	\$ 12,250.00
262	Clean Out Discovered Manhole	EA	5	\$ 150.00	\$ 750.00
263	Structure Covers	LBS	72,850	\$ 1.00	\$ 72,850.00
264	Point Structure	EA	80	\$ 50.00	\$ 4,000.00
265	Reconstruct Gate Valve Box	EA	5	\$ 300.00	\$ 1,500.00
266	12" C-76 CL IV Storm Sewer	L.F.	225	\$ 60.00	\$ 13,500.00
267	15" C-76 CL IV Storm Sewer	L.F.	120	\$ 65.00	\$ 7,800.00
268	Sewer Bulkhead, 4"-18" Diam.	EA	5	\$ 200.00	\$ 1,000.00
269	6" Wrapped Underdrain	L.F.	1,700	\$ 11.25	\$ 19,125.00
272	Flowable Fill	C.Y.	20	\$ 95.00	\$ 1,900.00
274	Class II Sand - C.I.P.	C.Y.	355	\$ 14.25	\$ 5,058.75
275	21AA Limestone - C.I.P.	C.Y.	2,775	\$ 28.00	\$ 77,700.00
276	Aggregate Base Course, 21AA - C.I.P.	C.Y.	850	\$ 28.00	\$ 23,800.00
277	Sand Subbase Course, Class II - C.I.P.	C.Y.	1,200	\$ 14.25	\$ 17,100.00
278	Aggregate Shoulders - CL. I, LM, 21AA	TON	150	\$ 10.00	\$ 1,500.00
280	Tubular Markers, 36" - Furn. & Operate	EA	106	\$ 15.00	\$ 1,590.00
281	Arrow Panel - Furnish & Operate	EA	2	\$ 500.00	\$ 1,000.00
282	Plastic Drum - Lighted - Furnish	EA	1,945	\$ 1.00	\$ 1,945.00
283	Plastic Drum - Lighted - Operate	EA	1,945	\$ 25.00	\$ 48,625.00
284	Barricade, Type III - Furnish & Operate	EA	90	\$ 70.00	\$ 6,300.00
285	Temporary Sign - Type B	S.F.	4,110	\$ 5.00	\$ 20,550.00
286	No Parking Sign	EA	540	\$ 15.00	\$ 8,100.00
288	Sign, Portable Changeable Message, Furnish	EA	3	\$ 1,200.00	\$ 3,600.00
289	Sign, Portable Changeable Message, Operate	EA	3	\$ 300.00	\$ 900.00
290	Class A Sod	S.Y.	100	\$ 8.00	\$ 800.00
291	Speed Hump (Standard)	S.Y.	100	\$ 77.00	\$ 7,700.00
299	Cold Plastic Bike Symbol, "Sharrow"	EA	4	\$ 265.00	\$ 1,060.00

**TOTAL THIS PAGE \$ 402,003.75**

(Also to be entered on Page BF-5)

**BID FORM - SECTION 1**  
**PROJECT: 2008 Street Resurfacing Project**  
**File No. 2008-004      Bid No. 3920**

ITEM	DESCRIPTION	UNITS	ESTIM. QUANT.	UNIT PRICE (\$)	AMOUNT (\$)
360	Type I Manhole (0'-10' Deep) w/ Sump Excavate and Backfill for Water Service	EA	1	\$ 3,500.00	\$ 3,500.00
460	Tap and Lead	L.F.	50	\$ 45.00	\$ 2,250.00
572	Inlay Cold Plastic Pavement Marking, 24" Stop Bar	L.F.	165	\$ 12.50	\$ 2,062.50
573	Inlay Cold Plastic Pavement Marking, 24" Crosswalk	L.F.	330	\$ 12.50	\$ 4,125.00
574	Inlay Cold Plastic Pavement Marking, Symbol or Legend	EA	16	\$ 165.00	\$ 2,640.00
578	Raised Pvmt. Marking, Retroflective, Amber, Bidirectional	EA	35	\$ 65.00	\$ 2,275.00
579	Raised Pvmt. Marking, Retroflective, Crystal, Monodirectional	EA	60	\$ 65.00	\$ 3,900.00
580	Remove Pavement Marking	L.F.	1,515	\$ 0.95	\$ 1,439.25
581	Rem. Pvmt. Mkg., Symbol or Legend	EA	8	\$ 51.75	\$ 414.00
582	Temp. Pavement Marking, Type R	L.F.	2,420	\$ 1.35	\$ 3,267.00
583	Temp. Pvmt. Mkg., 4" White, Type NR	L.F.	2,210	\$ 1.00	\$ 2,210.00
584	Temp. Pavement Marking, 4" Yellow, Type NR	L.F.	600	\$ 1.00	\$ 600.00
587	24" White Pavement Marking, Paint	L.F.	114	\$ 6.75	\$ 769.50
588	Temp. Pavement Marking, Symbol or Legend, Type NR	EA	11	\$ 75.00	\$ 825.00
589	Temp. Pavement Marking, Symbol or Legend, Type R	EA	4	\$ 175.00	\$ 700.00
594	Thermoplastic Pavement Marking, 4" White	L.F.	7,000	\$ 1.35	\$ 9,450.00
595	Thermoplastic Pavement Marking, 4" Yellow	L.F.	6,500	\$ 1.35	\$ 8,775.00
596	Thermoplastic Pavement Marking, 6" White	L.F.	3,150	\$ 2.15	\$ 6,772.50
597	Thermoplastic Pavement Marking, 24" White	L.F.	700	\$ 8.65	\$ 6,055.00
598	Thermoplastic Pavement Marking, Symbol or Legend	EA	4	\$ 95.00	\$ 380.00
599	Cold Plastic Bike Symbol w/ Arrow	EA	5	\$ 195.00	\$ 975.00
882	Topsoil, Seed, & Mulch	S.Y.	450	\$ 5.00	\$ 2,250.00

**TOTAL THIS PAGE \$ 37,552.00**

(Also to be entered on Page BF-5)

NH #65, 634.75  
(math error)

**BID FORM - SECTION 1**  
**PROJECT: 2008 Street Resurfacing Project**  
**File No. 2008-004      Bid No. 3920**

TOTAL FROM PAGE BF-1 \$	<u>1,699,377.87</u>	1,686,100.37
TOTAL FROM PAGE BF-2 \$	<u>592,567.50</u>	<del>537,852.50</del> \$643,766.00 NH
TOTAL FROM PAGE BF-3 \$	<u>402,003.75</u>	
TOTAL FROM PAGE BF-4 \$	<u>37,552.00</u>	<del>37,552.00</del> \$65,634.75 NH
<b><u>TOTAL BASE BID:</u></b> \$	<u>2,731,501.12</u>	<del>2,663,508.62</del> \$2,797,504.87 NH

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



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-1, 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



BID FORM

Section 4 - Subcontractors

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

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

<u>Type of Work</u>	<u>Name and Address</u>	<u>Value of Subcontract</u>
Asphalt Paving	_____	\$ _____
Pavement Milling	<u>UNKNOWN</u>	\$ <u>80,000</u>
Earthwork & Grading	<u>G &amp; W Construction, Inc</u>	\$ <u>170,414</u>
Concrete Curb/Sidewalks #1	<u>DOAN Construction Co</u>	\$ <u>708,805</u>
Concrete Curb/Sidewalks #2	_____	\$ _____
Drainage Structure Repairs and Reconstructions	<u>G &amp; W Construction, Inc</u>	\$ <u>203,125</u>

BID FORM

Section 4 - Subcontractors, continued

<u>Type of Work</u>	<u>Name and Address</u>	<u>Value of Subcontract</u>
Drainage Structure Adjustments	<u>G &amp; W Construction Co</u>	\$ <u>105,750</u>
Underground Utilities	_____	\$ _____
Barricades and Signs	<u>SPARTAN BARRICADE</u>	\$ <u>21,000</u>
Pavement Markings	<u>PK Contracting, Inc</u>	\$ <u>65,054.75</u>
Sawcut & Seal Joints in Bituminous Pavement	_____	\$ _____
Other <u>Texturing</u>	<u>Genkin Asphalt</u>	\$ <u>12,000</u>

If the Bidder does not expect to engage any subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder



## CONTRACT

THIS AGREEMENT is made on the 7th day of April, 2008, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 100 N. Fifth Avenue, Ann Arbor, Michigan 48104 ("City") and Cadillac Asphalt, LLC ("Contractor") a Michigan Corporation, 2575 Haggerty Road, Canton, MI 48188.

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 "**2008 Street Resurfacing Project**" 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:

Human Rights Division Contract Compliance Forms	General Conditions
Bid Forms	Standard Specifications
Proposal	Detailed Specifications
Contract and Exhibits	Plans
Bonds	Addenda

### ARTICLE II - Definitions

Administering Department means **Public Services Area**.

Supervising Professional means **Homayoon Pirooz, P.E., Project Management Manager** or other persons acting under the authorization of the Director of the Administering Department.

Project means **2008 Street Resurfacing Project** Bid No. **3920**.

### ARTICLE III - Time of Completion

(A)The work to be completed under this Contract shall begin **in accordance with the "Detailed Specification for Project Schedule and Construction Limits" contained elsewhere herein, and only** after the Contractor's receipt of a fully executed Contract.

(B)The entire work for this Contract shall be completed within **144** consecutive calendar days. **Intermediate Completion Dates, Intermediate Times of Completion, Restricted Starting Dates, and Other Special Requirements for certain portions of the work are specified in the "Detailed Specification for Project Schedule and Construction Limits."**

(C) Failure to complete all the work within the time(s) 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, **the amount(s) specified in the "Detailed Specification for Project Schedule and Construction Limits" contained elsewhere herein** 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.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

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.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

#### 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 Forms for the estimated total of:

Two million, seven hundred ninety seven thousand, five hundred and four and 87/100 Dollars (\$2,797,504.87)

(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.

#### 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.

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, for any loss not covered by insurance under this contract, 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:

By \_\_\_\_\_

Its:

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_

John Hieftje, Mayor

By \_\_\_\_\_

Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_

Roger W. Fraser, City Administrator

By \_\_\_\_\_

Sue F. McCormick  
Public Services Area Administrator

**Approved as to form and content**

By \_\_\_\_\_

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) \_\_\_\_\_ of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ 2,797,504.87, 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 April 16, 2008, for: The 2008 Street Resurfacing Project 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 \_\_\_\_\_, 200\_\_.

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

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

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

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

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

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

Name and address of agent:

Approved as to form:

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

LABOR AND MATERIAL BOND

- (1) \_\_\_\_\_ of \_\_\_\_\_, (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$2,797,504.87, 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 April 16, 2008, for: The 2008 Street Resurfacing Project; 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 \_\_\_\_\_, 200\_\_.

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

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

By \_\_\_\_\_

By \_\_\_\_\_

(Signature)

(Signature)

Its \_\_\_\_\_

Its \_\_\_\_\_

(Title of Office)

(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney