

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
ANLAAN CORPORATION
AND THE CITY OF ANN ARBOR
FOR
MOREHEAD – DELAWARE PEDESTRIAN BRIDGE
DESIGN – BUILD PROJECT**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Anlaan Corporation ("Contractor") a Michigan Corporation, with its address at PO Box 599, Grand Haven, MI 49417 agree as follows on this 1st day of May, 2017.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

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

Contract Administrator means Nicholas S. Hutchinson, City Engineer, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means Morehead – Delaware Pedestrian Bridge Design - Build Project, RFP # 996.

II. DURATION

This Agreement shall become effective on May 1, 2017, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

- A. The Contractor agrees to provide professional engineering and construction services ("Services") in connection with the Project as described in Exhibit A, and in compliance with the requirements of the General Conditions attached as Exhibit D. The City retains the right to make changes to the quantities of service within the general scope of the agreement or within a Work Statement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, 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 act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. 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 satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- A. 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.

- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of 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.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.
- C. Prevailing Wage. The Contractor shall comply with the prevailing wage requirements of Section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor as provided in Section 4 of the General Conditions (Exhibit D).

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants 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 and personal property taxes.

- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Anlaan Corporation
Nicholas Baker, Vice President
P.O. Box 599
Grand Haven, MI 49417

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Nicholas S. Hutchinson, City Engineer
301 E. Huron St.
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
Nicholas Baker, Vice President
Anlaan Corporation

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus, City Administrator

Craig A. Hupy, PE, Public Services Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A

The Contractor shall provide all items listed in the Scope of Work for RFP (Request for Proposal) # 961 and the Anlaan Corporation Proposal to RFP # 996. Both of these documents are included below.

RFP 996 – BACKGROUND AND SCOPE OF WORK

Work for all three tasks is within the City of Ann Arbor, in Washtenaw County, Michigan. The City of Ann Arbor is located in eastern Washtenaw County and is bordered by Interstate Highway 94 (I-94), US Route 23 (US-23), and Michigan Route 14 (M-14) which are all the major highways linking Ann Arbor to other Michigan cities.

A. BACKGROUND

1. Location and Setting

When the Lansdowne neighborhood was built in the 1960s and 70s, the developer put three weirs across Malletts Creek. A simple wooden bridge was built on one of the weirs to allow residents to walk between Morehead Court and Delaware Drive. The City maintained this pedestrian bridge until it was removed in 2010 due to safety concerns associated with the weir upon which it sat. The three weirs are owned by Lans Basin, Inc.

The City indicated that replacement of the bridge could not be considered until Lans Basin, Inc. addressed repair and replacement of the weir. Further, the City indicated that, to avoid a similar situation in the future, the weir would need to be relocated away from its original position so that the new bridge could rest on its own superstructure. Lans Basin, Inc. reported that weir replacement was completed in 2015.

Access to the site is very limited due to close proximity of homes. The land is almost entirely private, with only a 12' wide public Pedestrian Walkway strip providing for access to the bridge and path. This Pedestrian Walkway strip begins on Delaware Drive, runs between houses at 2331 and 2335 Delaware Drive, crosses a drain easement under the control of the Washtenaw County Water Resources Commission (a portion of Malletts Creek), and then passes between houses at 1170 and 1210 Morehead Court. The strip contains concrete sidewalks leading from the streets to the bridge location. Construction efforts will almost certainly require temporary easements on private property as well as removal of fencing and decorative planting.

2. General Guiding Parameters

While the primary goal is to design and construct a pedestrian bridge over Malletts Creek between Morehead Court and Delaware Drive, other important guiding parameters include:

- The proposed pedestrian bridge span is approximated to be 60'-0" clear span and 5'-0" wide (minimum). Contractor shall verify the actual span length and width requirement.

- Hydraulics storm water analysis are required for this project, and shall be performed in accordance with the Washtenaw County Drain Commissioner's Office and City of Ann Arbor Engineering Department standards.
- The bridge structure will be above the 100 year flood plain level with at least 1 foot of freeboard over Mallets Creek
- Geotechnical information (subsurface soil) exploration by geotechnical consultant hired by the Contractor with recommendations for the determination what type of substructure system would be suitable for the imposed dead and live loads on the structure.
- Topographic survey data collection and construction staking layout for proper sitting and alignment of the proposed pedestrian bridge structure.
- Sidewalks pedestrian bridge approaches shall be site-designed and reconstructed in accordance with American Disabilities Act (ADA) requirements.
- Contractor shall define staging and mobilization as part of the proposal package for review and consideration by representative residents of the subdivision and the City.
- Proposals shall be presented to the City for review and final evaluation of the proposed design package, taking into consideration site access, installation techniques, mobilization, hours of operation, safety and fabrication plans.
- Contractor is responsible for all aspects of the construction administration, scheduling and construction field operations of the project.

All improvements shall be designed in accordance with applicable City of Ann Arbor, AASHTO, MDEQ, ADA, and any other relevant standards.

B. Scope of Work

The City is seeking proposals from qualified firms to perform the necessary tasks to complete the design, fabrication, delivery and construction of the Morehead – Delaware Pedestrian Bridge Project as described below.

In general, the following items will need to be addressed by the Respondent in accordance with Section III of this request.

- 1) The Respondent shall manage all aspects of the project design, fabrication, delivery and construction. This includes, but is not limited to; managing all aspects of the project, including the work and work product of all sub-contractors and project coordination with all affected agencies. The Project Manager will be responsible for the overall review and coordination of all the contract activities in order to meet all the requirements of the City of Ann Arbor and any other agencies having jurisdiction over any aspects of the project.
- 2) Prepare a complete, detailed, ground survey of the entire construction influence area. The Respondent shall, at a minimum, provide the following items in their proposed scope of work:

- Locate all trees 6" in diameter or greater and provide the genus, cultivar (if applicable), and health breakdown
 - Locate all cultural features within the requested survey boundaries
 - Provide a survey with 1' contour intervals
 - Locate all "breaklines" and other features as necessary to develop accurate contours
 - Provide detailed spot elevations at all existing sidewalk and sidewalk ramp areas
 - Establish and define the existing Right-of-Way for all areas that are directly affected, or may be affected, by the project as well as the limits of the 12" wide platted public Pedestrian Walkway strip
 - Coordinate with City of Ann Arbor personnel such that any necessary title work and/or appraisals can be obtained for the purposes of right-of-way and grading permit acquisition (Note: the City of Ann Arbor will obtain any needed title work and appraisals required for the project)
 - Locate all existing property irons and monuments within the survey limits
 - Locate existing public and private utilities
 - All survey work shall be performed in accordance with the City of Ann Arbor Public Services Area's Standards and its Geodetic Control Manual
- 3) The Respondent shall obtain all necessary permit applications (including all required supporting materials) from all approving agencies including, but not limited to, the MDEQ, MDNRE, and Washtenaw County Water Resources Commission (WCWRC.), comply with all permit requirements, and pay permit fees.
 - 4) Identify potential limits on construction methods and practices (such as identifying potential staging areas, limits of where construction activity can, or cannot, occur in the surrounding area, roads/bridges that are not to be used, etc.).
 - 5) Identify, define, and prepare all legal descriptions and exhibit drawings for all easements and grading permits that will be required to construct the proposed improvements. This is to include technical assistance, surveying, metes and bounds legal descriptions, and the preparation of the corresponding recordable, exhibit drawings in an 8½" x 11" format, as required and directed by the City. The areas where the expected grading permits and easements are necessary will be determined as the design of the project progresses.
 - 6) Perform a complete, detailed, geotechnical evaluation and analysis to determine the properties of the existing soils throughout the construction influence area for the purposes of evaluating all sub-surface soil conditions for designing either foundation units or retaining walls, and all other project elements.

- 7) Gather and review information pertaining to existing public and private utilities and determine the precise location, both horizontally and vertically, of all existing utilities. This task includes obtaining record drawings as needed from private utility companies.
- 8) Prepare and submit to the City of Ann Arbor complete, detailed, and accurate construction plans and specifications in order to satisfactorily complete the project. Include all associated plans necessary to meet pertinent City of Ann Arbor requirements. These might include Natural Features Protection Plans, Soil Erosion and Sediment Control Plans, Grading, Landscaping, and Planting plans or any other plans needed to satisfy city ordinances, codes, best management practices, and the like. These requirements can be found in Chapters 57 and 60 of the City of Ann Arbor Code of Ordinances. The requirements of the City of Ann Arbor Code of Ordinances shall take precedence over all other standard practices
- 9) Structural design of the pedestrian bridge structure(s) shall be performed by or under the direct supervision of a Licensed Professional Engineer in the State of Michigan, and in accordance with engineering practices and principles, current AASHTO codes, and using "LRFD Guide Specifications for the Design of Pedestrian Bridges (2009)". Contractor's Licensed Professional Engineer shall have Professional Liability Insurance with an aggregate policy of \$5,000,000. The certificate shall be submitted with the shop drawings.
- 10) Allow four weeks for review of the shop drawings. No work shall begin on the pedestrian bridge prior to acceptance of the shop drawings. Owner may require in-plant inspection. Manufacturer is responsible for coordinating with design engineer of record and inspector. Manufacturer shall not proceed with manufacturing without owner and/or inspector's consent.
- 11) Coordinate the construction of the project with other City Departments, City Council, and other formal and informal committees as necessary.
- 12) If required, coordinate all aspects of the proposed work with private utility companies. Where critical crossings of utilities are believed to exist, or the elevation(s) of existing utilities may significantly affect the design, of the bridge, test holes shall be dug to determine the precise location, both horizontally and vertically, of these points. The Respondent shall arrange for these test holes to be dug and shall make arrangements to have the necessary inspection and survey personnel on hand to observe, locate, and verify the results of each excavation.
- 13) The Respondent shall provide all materials for (including anchor bolts) and construction of the bridge supporting foundations. The Contractor shall install the anchor bolts in accordance with the manufacturer's anchor bolt spacing dimensions. Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge manufacturer after receipt of order and after the bridge design is complete.
- 14) Delivery is made to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival. All lane and shoulder closures required for delivery shall be in accordance with the Special Provision for Maintaining Traffic.

- 15) The method and sequence of bridge erection shall be the responsibility of the Contractor. A qualified representative of the manufacturing company must be present during installation of structural components.
- 16) Affected sidewalks and pedestrian bridge approaches shall be site-designed and reconstructed in accordance with American Disabilities Act (ADA) requirements.
- 17) As part of their Proposal submittal, the Respondent shall provide an overall schedule of construction. Included in the schedule should be the anticipated start time based on the City's Notice to Proceed. Any seasonal limitations on work should be noted. The City expects the work to be completed expediently to minimize disturbances to the residents.
- 18) The Respondent is to include all mobilization costs. At no time shall the Respondent be paid for mobilization even if the work will be separated into multiple phases with possibly multiple mobilization efforts.
- 19) All Traffic Control needed to perform any and all portions of the work is the responsibility of the Respondent and shall be included in the project cost, regardless of the number of traffic control mobilizations and setups required.
- 20) Any damage to landscaping, private property, roads, curb and gutter, sidewalk, or existing utilities shall be repaired immediately at no cost to the project.

C. Communication and Community Engagement

Community engagement is a fundamental element of the Morehead – Delaware Pedestrian Bridge Design Project. A community engagement process to allow affected stakeholders the opportunity to provide input is required. An effective community engagement proposal should ensure that community interests are taken into consideration throughout the design and study process, and that community values are reflected in the final work products.

The Respondent must effectively communicate the details of the project with the public and the stakeholders and assist with all necessary negotiations with the affected property owners and public and private agencies.

The Respondent shall attend the public meeting and present the community with minimum of 3 initial alternative conceptual designs that take into account the limitation of site and accessibility before proceeding with design of the City preferred alternative.

The cost of Community Engagement shall be included in Design and Construction Tasks.

Anlaan Corporation Proposal to RFP # 996

1.0 Project Coordination | Preliminary DESIGN INVESTIGATION

1.1 PROJECT KICKOFF

After the award of the project, Anlaan's team including design PM will commence this project with a kickoff meeting with the City. The Anlaan team will walk through the site prior to the meeting to review the bridge and its environment and prepare talking points for the meeting. The meeting will serve to:

- Establish project goals and objectives.
- Review and verify project scope and schedule.
- Discuss the City's requirements for function, aesthetics, and geometrics of the new structure.
- Discuss the City's ideas for community engagement.
- Establish design criteria and constraints to be used during the design process.
- Discuss construction access and staging with the City.
- Obtain copies of any available utility information and pedestrian access easements.
- Identify requirements and constraints for construction access and staging.

The project kickoff meeting will also initiate several tasks independent of the design including coordination with MDEQ, utility coordination, survey, and geotechnical investigation. These tasks include:

- Determine local property owner concerns and incorporate them into the design. If needed, our team will attend a stakeholder meeting for this purpose.
- Coordinate pre-application site review meeting with MDEQ.
- Hold periodic progress meetings with the City (some through telephone conferencing at the City's discretion) and provide monthly progress reports to be distributed to project stakeholders, keeping schedule and information sharing on course.
- Defining utility concerns at the bridge and approaches, if any, and coordinate with utility owners on how to resolve conflicts.

To maintain coordination along the way, subsequent milestone review meetings will precede each respective submittal to ensure plans are accurate and complete. The final package submittal will follow the final plans submittal to present any final changes to details, notes, specifications, and estimates.

1.2 TOPOGRAPHIC AND STRUCTURE SURVEY

FTCH will perform a structure and topographic survey to provide topographic representation adequate to proceed with the new bridge structure and approach work design, and serve as a basis for the MDEQ permitting. Work will include:

- Establishing property lines and existing easements.
- Determining utility locations from available data and utility owners.
- Survey of existing bridge abutments and weir.
- Locations of catch basins and other drainage structures, aboveground utilities, and unique topographic features such as trees, fence lines, etc.

- Establishing permanent survey control and benchmarks to be used for construction staking.
- Providing a base plan showing the above-listed features.
- From our initial review, there appears to be no utilities that was attached to the bridge or located immediately overhead. Utility information and contacts from our survey and the City will be used to contact all utility owners that may be affected.

1.3 GEOTECHNICAL INVESTIGATION

The geotechnical investigation will be performed by our subconsultant, G2. The investigation will include:

- Drilling bridge soil borings at each proposed substructure location.
- Performing laboratory tests including visual soil classification on recovered samples, along with moisture content and/or strength properties of recovered cohesive or organic samples.
- Summarizing the findings in a written report in accordance with the most current version of the AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications, and will include:
 - Boring logs prepared for each boring including a description of the soils encountered, the results of the field and laboratory tests, and location of the borings.
 - A description of the site conditions, project information, and evaluation procedures.
 - A description of the field and laboratory testing programs and an interpretive analysis of the results.
 - A description of soil and groundwater conditions encountered in the borings.
 - Data from the gradational analysis (including the D50 particle size) for the soils located beneath the proposed footing or pile cap bottom depth for scour analysis.
 - Recommendations regarding the design of spread and/or pile foundations for the proposed bridge foundations.
 - Construction considerations related to foundations and earthwork, including groundwater control, cofferdams, and temporary slopes.

1.4 HYDRAULIC ANALYSIS AND REGULATORY REQUIREMENTS

Mallet's Creek contains Federal Emergency Management Agency (FEMA) regulated floodplain with established base flood elevations. FTCH will prepare a hydraulic analysis, which will incorporate the recently replaced weir structure adjacent to the proposed pedestrian bridge and verify the base flood elevations published in the FEMA Flood Insurance Study (FIS). Adequate topographic stream information upstream and downstream of the proposed pedestrian bridge will be collected and incorporated in a hydraulic model prepared in HEC-RAS. The next downstream weir, located approximately 450 feet east of the proposed bridge, will serve as the downstream boundary condition to establish the starting water elevation in the model. The flood flow rate values published in the FIS for the Northwest Branch Mallet's Creek at Ann Arbor-Saline Road will be used in the hydraulic model.

The proposed pedestrian bridge will be placed with one foot of freeboard above the 100-year base flood elevation as determined in the hydraulic analysis. Though the floodplain is regulated by FEMA, the tributary drainage area is less than two square miles, and, therefore, the floodplain is not regulated by the MDEQ. Any work proposed below the ordinary high water mark is regulated under Act 451 of 1994, Part 301 Inland Lakes and Streams and will require a Joint Permit from the MDEQ for those construction activities. Also, Mallet's Creek is an established County Drain and will require a County Drain Permit from the Washtenaw County Water Resources Commissioner's office.

FTCH staff has recently prepared a variety of hydrologic and hydraulic studies for such projects as the Endicott Lake Dam Restoration Project, West Branch Paint Creek Drain Culvert Replacement and Drain Relocation Study, and Taft Drain Hydraulic Study and Update. Each of these projects evaluated, verified, and updated existing flood studies to validate existing flood conditions and assess the impacts from proposed improvements. Also, these projects contained regulated floodplain and had, local, state, and county permitting needs. FTCH's Certified Floodplain Managers (CFM) are particularly experienced with floodplain analysis, regulatory requirements, and permitting requirements.

1.5 STRUCTURE STUDY

Based on the information received during the kickoff meeting and following design survey, FTCH proposes to identify bridge alternatives during a Feasibility Study phase (proposer-suggested). The FTCH team will perform a structure study comparing alternatives for the following design elements:

- **Bridge Length** — The predominant factor in determining bridge length will be the required hydraulic opening and the bank-full width at the chosen crossing. It should be noted that the previous weir and bridge were located at a restriction in the waterway. In other words, the creek is wider both upstream and downstream of the previous crossing. Hydraulic analysis and input from the MDEQ will be needed to determine if an opening similar to the previous crossing is acceptable, or if a wider crossing is needed. Based on the information provided in the RFP, it is anticipated that the span would be approximately 60' +/- and this is the basis of our fee proposal.
- **Number of Spans** — Only a single span configuration will be considered.
- **Type of Superstructure** — There are several types of prefabricated structures that are conducive for a pedestrian crossing at this location, often using steel thru-trusses. Other types of superstructures can also be considered. The prefabricated bridges are very good at providing a vertical clearance with little or no superstructure below the decking, and can be placed on constructed substructure units in a very short duration.
- **Type of Substructure** — The geotechnical investigation will culminate in recommendations for the foundation type. Their study will determine if spread footings can be used, or if pile foundations are required. Typically, very small abutments are needed at each end for this type of pedestrian crossing. Existing abutment can be utilized as a cofferdam for water control during construction.
- **Bridge Width** — Per the RFP, the bridge width would be 5' minimum. Although it is the City's desire to accommodate maintenance equipment on the structure.
- **Aesthetic Features** — Aesthetics will mainly be driven by the City and public requirements. As the bridge location is visible from many residential backyards, we anticipate attention to aesthetic details will be an important aspect of this design. Since cost of the project is a consideration, bridge aesthetics consistent with typical pre-fabricated bridges will be considered.
- **Bridge Railing** — Railing would be typical as provided with pre-fabricated bridges. Railing height would be sufficient to accommodate bicycle traffic.
- **Approach Limits/Vertical Alignment** — We anticipate the existing walkways will be extended to meet the new bridge. After survey, a vertical alignment will be developed to establish a minimum 1 foot freeboard above 100 year flood. Where the new abutment seats and approach sidewalks tie-in will then be determined. Extent of approach handrails will also be determined.

- **Loading** — In addition to code-required pedestrian loading, FTCH will discuss City maintenance equipment to determine an appropriate vehicular live load for design. Posting, signing, or other measures to ensure that vehicles above the design load do not cross the bridge will also be considered.
- **Additional Items** –
 - Prefabricated bridge will be coated with a 3 coat epoxy paint as follows : Cleaned to SSPC per paint manufacturers standards, primed w/Sherwin Williams brand epoxy series at 3-5 mils thick, & top coated w/urethane enamel series at 2-3 mils thickness. Color is the owner's choice.
 - Prefabricated Bridge will have three options for railing: Horizontal rails, Vertical Pickets, or Cable Safety Rails, these options will be presented at the community meeting.
 - Existing concrete pathway will be removed up to a point where proposed fill requires the sidewalk to be replaced. Sidewalk matching bridge will then be installed. All sidewalk damaged by Anlaan's activities will be replaced.
 - Proposed bridge alignment will be set approximately 3-5 FT, such that the bridge fascia will sit outside of the dam to allow for future dam maintenance and clearance for floating debris
 - Existing abutments will be directly in front of propose abutments, no abutment riprap or excavation is planned in front of the existing abutments.
 - When grading for approaches the side slopes will be flattened to a reasonable grade (+/- 1:4) as the site permits.
 - Restoration will be completed using a common lawn grass type seed and will be placed and protected with a much blanket.

FTCH will prepare a structure study that would include plan and elevation views, detailed descriptions of the preferred option.

1.6 COMMUNITY ENGAGEMENT

Anlaan and FTCH will be responsible for coordinating and enacting a community awareness and involvement strategy in conjunction with the City. We understand the homeowners and their association are aware of the project and desire a pedestrian bridge to be constructed at this location. Therefore, we do not anticipate any opposition from the homeowners. However, the homeowners would be interested in providing input into the type of structure and aesthetics. As such, we anticipate attending three meetings with the homeowners to discuss the scope of project and receive input. Our team will prepare visual aids depicting the crossing and surrounding properties, and potential alternatives. Topics for discussion will include construction schedule, aesthetics, and other stakeholder concerns.

In addition to preparing for and attending meetings, our team will help the City with:

- Identify the need of easements for construction.
- Coordinate with the City and other regulatory agencies.
- Facilitate meetings with homeowners to provide project information and solicit input for the project including aesthetics.
- Prepare visual aids to depict the propose bridge.

2.0 PRELIMINARY PLAN PREPARATION

- With the City's concurrence on the structure study and completion of the geotechnical report, FTCH will proceed with design plan development. The design plans would include:
- Title sheet, general plan of site, log of borings, general plan of structure, approach plans, and construction access plans.
- A hydraulic and scour analysis and the necessary MDEQ permit application. We will provide recommendations for scour protection in a scour analysis report, and include quantities of material and construction costs on the plans and cost estimates.
- Soil erosion control permit including any permit required from Washtenaw County Drain Commission.
- Due to the project site location, construction access and staging will be an important aspect of design. Information gathered from the City and our survey will determine locations of all adjoining property lines, right-of-ways, and easements - including the 12-foot-wide platted pedestrian walkway strip. Additional easements are anticipated for construction access, staging, and grading. FTCH will prepare the legal descriptions and exhibit drawings for the easements.
- The preliminary plans will conform to City drafting standards. FTCH will attend a preliminary plan review meeting, if required, and incorporate review comments during final design.

3.0 FINAL PLAN PREPARATION

Once all the permits have been acquired, structure final plans will be completed in accordance with Preliminary Plans. In addition to the plan sheets listed for preliminary plans, additional detail sheets will include:

- Approach pavement plans, including typical sections, vertical and horizontal alignments, guardrail/handrail layout, required utility relocations (if needed), drainage improvements, property owner and ROW information, and quantities.
- Superstructure details, including decking and bearings.
- Foundation details, including piling and reinforced concrete details.
- Soil Erosion and Sedimentation Control Plan.
- Required project specifications.

DESIGN QA/QC Procedures

FTCH design QA/QC procedures will play a vital role in the plan development phase to ensure cost-effective solutions, constructability, and efficiency during construction. FTCH has a QA/QC plan that is followed on all design projects.

The project team is committed to accomplishing its assignment with excellent quality, on time, within cost limitations, and in compliance with City procedures and requirements. Our QC program includes QA/QC measures, cost containment measures, and adherence to the schedule — all of which are integral aspects of our project management program. All members of our team are experienced in performing work on similar projects and understand there is no substitute for high-quality services.

In accordance with our QA/QC plan, FTCH will be responsible for the accuracy and completeness of all plans and related design documents prepared for this project. The designated design quality manager will ensure all procedures outlined in the QA/QC plan are followed. Periodic design quality audits will also be performed.

Error recognition and issue identification are key components of our QC process. This allows us to recognize issues early and resolve questions, concerns, and errors that may arise — saving design time and project expenses. When a project issue is identified, it is documented and brought to the attention of the appropriate team members. The team develops alternative solutions to the issue for review and consideration. The best alternatives are refined and presented to the City PM for review and implementation.

All submittal items will be checked before submission to the City, utilizing a variety of checklists developed from our experience and relevant resources. The plans will be checked for conformance with City requirements for legibility, accuracy, sound engineering principles, completeness, and compliance with their policies, standard specifications, and design standards.

In addition to the formal QA/QC reviews for the project, the project team will complete independent intermediate reviews throughout the project's life. These intermediate reviews are seen with a level of importance equal to, or exceeding that, of the reviews made just prior to the submittal of information to the City. The emphasis during the intermediate reviews is to continually monitor project progress and keep the detailed work headed in the right direction. The QC engineer will work closely with all lead design engineers discussing ideas and concerns, as needed, throughout the project, instead of waiting for a review associated with a submittal to the City — saving design time and project expenses.

Review comments from intermediate and submittal QC reviews will be distributed to, and discussed with, all staff. Verification of the revisions incorporation is completed by the QC engineer to ensure the comments have been completely and correctly addressed. City reviews will offer opportunities to receive feedback on the plans and specifications. These reviews are not intended to replace the design team's internal reviews, but to ensure the products comply with the scope of work and City's understanding of the project requirements.

Schedule adherence is an important part of the QA/QC process. Our QA/QC reviews completed throughout the project will analyze the many facets of design and construction schedules and define refinements to staffing levels, construction sequencing, and project procedures, if necessary.

BRIDGE Construction

Due to the tight constraints for staging/access locations we will be forced to attempt to obtain temporary easements at all 4 quadrants of the rivers edges, small portions of easement along the existing pathway, as well as portions of the on-street parking and front yards of the adjacent properties. An estimated easement/staging area drawing is within Appendix B.

Following design, Anlaan will finalize the purchase order of the pedestrian bridge and schedule a start date based upon anticipated delivery. Mobilization of small excavators and other compact equipment will occur directly thereafter to begin construction of the concrete abutments. After construction of the concrete abutments, the prefabricated bridge will be delivered. With an estimated weight of 7 tons and due to the narrow access approaches, a temporary launching girder across the creek will assist with moving the of the prefabricated bridge span over the creek. Excavators will then be used to lift and place the span and set it upon the concrete abutments. Following erection, the remaining concrete approaches will be removed and reconstructed to the specifications. Restoration of the project site and demobilization will then follow.

In the attached Appendix, is a preliminary critical path schedule. This schedule predicts a project start date based on the presumption that permits will take 3 months to obtain. However, if the permits are acquired earlier, we could potentially gain a month on the schedule. Refer to Appendix B for the critical path schedule.

Works hours are estimated to 10hr per day 5 weekdays a week within the hours of 7AM to 5PM.

ID	Task Mode	Task Name	Duration	Start	Finish	Timeline											
						Jan '17	Feb '17	Mar '17	Apr '17	May '17	Jun '17	Jul '17	Aug '17	Sep '17	Oct '17	Nov '17	
1		Morehead - Delaware Predestrian Bridge	139 days	5/1/2017	11/9/2017												
2		Contract Award	1 day	5/1/2017	5/1/2017	Contract Award											
3		Site Survey	1 day	5/2/2017	5/2/2017	Site Survey											
4		Soils Investigation	1 day	5/3/2017	5/3/2017	Soils Investigation											
5		Project Design & Temporary Easement Application	30 days	5/4/2017	6/14/2017	Project Design & Temporary Easement Application											
6		Public Meeting	2 days	6/15/2017	6/16/2017	Public Meeting											
7		Design Review	30 days	6/19/2017	7/28/2017	Design Review											
8		Obtain Permits	35 days	7/31/2017	9/15/2017	Obtain Permits											
9		Prefabricated Bridge Fabrication	60 days	7/31/2017	10/20/2017	Prefabricated Bridge Fabrication											
10		Mobilization	2 days	9/18/2017	9/19/2017	Mobilization											
11		Construct Access	3 days	9/20/2017	9/22/2017	Construct Access											
12		Construct Abutments	12 days	9/25/2017	10/10/2017	Construct Abutments											
13		Install Bridge	2 days	10/23/2017	10/24/2017	Install Bridge											
14		Construct Bridge Approaches	6 days	10/25/2017	11/1/2017	Construct Bridge Approaches											
15		Restoration	3 days	11/2/2017	11/6/2017	Restoration											
16		Demobilization	3 days	11/7/2017	11/9/2017	Demobilization											

Project: ANN ARBOR CPM
Date: 3/3/2017

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

3.D Fee Proposal

Task 1:	80,000.00	LS
	<hr/>	
	212,500.00*	LS
Task 2:		
	<hr/>	
Total Project:	292,500.00	LS
	<hr/>	

*Note: This price includes a painted bridge as stated in the work plan, please deduct \$14,000.00 if unpainted/weathered steel is selected.

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, the Contractor shall procure and maintain during the life of this Agreement, 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 Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. 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

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be 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. Further, 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

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. 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.

5. Umbrella/Excess Liability Insurance shall be provided to apply in 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.

- B. Insurance required under A.3 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.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 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. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) 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.

Exhibit D

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. Not all documents in the list may exist.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Agreement; (7) Bid Forms; (8) Bond Forms; (9) Proposal.

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 or its subcontractor(s) 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 (Living Wage) as provided in Section VII.B. of the Agreement.

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

See Section VII.A of the Agreement.

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

See Exhibit C.

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 \$212,500.00;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of \$212,500.00.

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

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks,

curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Section 43

CONTRACTOR'S DECLARATION

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

Section 44

CONTRACTOR'S AFFIDAVIT

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

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

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Subscribed and sworn to before me, on this ____ day of _____, 20___
_____, _____ County, Michigan

Notary Public

_____ County, MI

My commission expires on: _____