

# **PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL**

**RFP# 24-08**

## **S. Seventh St. and Greenview Dr. Improvements**

City of Ann Arbor  
Public Services / Engineering



**Due Date: February 27, 2024, by 11:00AM (local time)**

Issued By:

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

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## ADDENDUM No. 4

RFP No. 24-08

### S Seventh St. & Greenview Dr. Improvements

**Due Date: February 27, 2024 by 11:00 a.m. (local time)**

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes a total of 2 pages.**

The Proposer is to acknowledge **receipt of this Addendum No. 4 by signing and submitting attachment B**, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

**The following forms provided within the RFP Document should be included in submitted proposal:**

- **Attachment D - Prevailing Wage Declaration of Compliance**
- **Attachment E - Living Wage Declaration of Compliance**
- **Attachment G - Vendor Conflict of Interest Disclosure Form**
- **Attachment H - Non-Discrimination Declaration of Compliance**

**Proposals that fail to provide these completed forms listed above upon proposal opening may be rejected as non-responsive and may not be considered for award.**

#### I. CORRECTIONS/ADDITIONS/DELETIONS

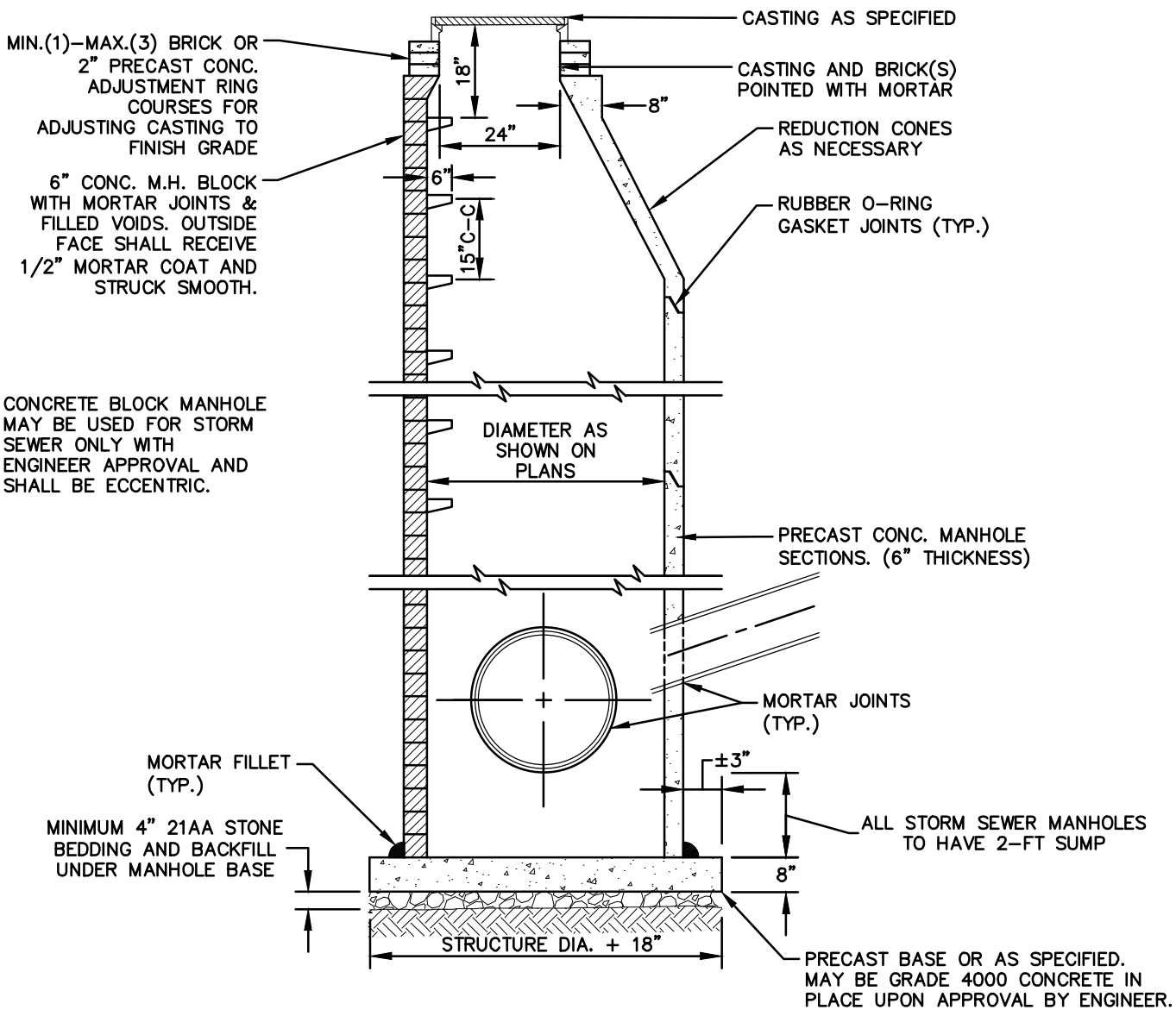
Changes to the RFP documents which are outlined below are referenced to a page or Section in which they appear conspicuously. Offerors are to take note in their review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

<b>Section/Page(s)</b>	<b>Change</b>
------------------------	---------------

Replace SD-ST-1A	Rubber boot connections and testing sleeve removed.
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*Comment: The intent of Addendum 4 is to include SD-ST-1A that was omitted in Addendum 3.*

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



**NOTES:**

1. ALL STORM MANHOLES MAY BE PRECAST CONCRETE OR MANHOLE BLOCK.
2. ALL MANHOLES MUST HAVE ECCENTRIC CONES.
3. ALL MANHOLE SECTIONS SHALL BE REINFORCED PER ASTM-185.
4. 2' SUMP REQUIRED ON ALL DRAINAGE STRUCTURES.
5. IF A FLAT TOP IS REQUIRED, THEN IT SHALL BE REINFORCED IN BOTH DIRECTIONS TO MEET ASTM C-615.



**CITY OF ANN ARBOR  
PUBLIC SERVICES**  
301 EAST HURON STREET  
P.O. BOX 8647  
ANN ARBOR, MI 48107-8647  
734-794-6410  
www.a2gov.org

00	2/21/24	ENG	CEC
REV. NO.	DATE	DRAWN BY	CHECKED BY
<b>STANDARD STORM MANHOLE (SEPARATE BASE)</b>			
DR. ENG	CH. ENG	DRAWING NO.	
SCALE N.T.S.	DATE 12/8/2023	<b>SD-ST-1A</b>	

## ADDENDUM No. 3

RFP No. 24-08

### S Seventh St. & Greenview Dr. Improvements

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#### I. CORRECTIONS/ADDITIONS/DELETIONS

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#### Section/Page(s)

#### Change

Correction  
Sheet 44

The existing catch basins and sewer near Scio Church are not shown due to a plotting error. R200 will have two (2) additional 12-inch pipe penetrations, for a total of three (3) penetrations. Two structure removals and approximately 12 feet of sewer pipe removal were also erroneously omitted. Bid as shown. These minor changes will be implemented in a change order after award.

Replace  
SD-ST-A

Rubber boot connections and testing sleeve removed

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

## ADDENDUM No. 2

RFP No. 24-08

### S Seventh St. & Greenview Dr. Improvements

**Due Date: February 27, 2024 by 11:00 a.m. (local time)**

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes a total of 1 page.**

The Proposer is to acknowledge **receipt of this Addendum No. 2 by signing and submitting attachment B**, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

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Section/Page(s)	Change
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Add #1-4, Question 6, Updated herein	Answer 6: The sanitary main CCTV reports will be provided to the winning entity after formal award by council. The service tap information on the reports was used to develop the plans and all known service leads are shown on the plans.
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*Comment: The intent of the change is to correct the inaccurate response provided in Addendum 1 to Question 6.*

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

# ADDENDUM No. 1

RFP No. 24-08

## S Seventh St. & Greenview Dr. Improvements

**Due Date: February 27, 2024 by 11:00 a.m. (local time)**

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes a total of 110 pages.**

The Proposer is to acknowledge **receipt of this Addendum No. 1 by signing and submitting attachment B**, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

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### I. CORRECTIONS/ADDITIONS/DELETIONS

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<b>Section/Page(s)</b>	<b>Change</b>
New Content Add#1-6 – 8 SD_W-1 SD_W-3	Pre-Proposal Meeting Minutes Fire Hydrant Assembly – tracer wire details changed Precast Gate Well (Water Mains 16 Inch and Smaller) – tracer wire details changed
Replace Schedule of Prices, 15 – 17	Quantity updates to reflect plan changes New pay items: - 06050.02 - Storm Manhole, 48 In. Dia., Additional Depth - 06050.04 - Storm Manhole, 60 In. Dia., Additional Depth - 08010.70 – Aggregate Base, 4 In., 21AA, CIP

Removed pay item:

- 08200.71 – DS\_Pavt Mrkg, Polyurea, 18 In., White
- 08131.72 – DS\_Conc, Sidewalk, Drive Approach, or Ramp, 8 In

Replace Project Schedule and Payment, DS-2 – 4

Contract time and sequencing updated

Grading, DS-5 – 6

Estimated earth excavation quantities added

Replace Plan Set in its entirety Sheet 1 – 92

Sheet 4 and 5: Cross Sections updated to include 4" of aggregate base

Sheet 16: Remove sheet

Sheet 21: Additional curb and driveway approach removal

Sheet 41: R104 changed to 6' Storm MH

Sheet 52-64: Construction Key Updated

Sheet 52: School driveway approaches changed from 8" to 6" thick

Sheet 55: Sidewalk alignment changed

Sheet 71: Bike lane white lines changed to 6" wide



## II. QUESTIONS AND ANSWERS

The following question has been received by the City. The response is being provided in accordance with the terms of the RFP. Bidders are directed to take note of the following questions and City responses in their review of the RFP as they affect work or details in other areas not specifically referenced here.

Question 1: Can you provide a quantity for earth excavation to be included in Roadway Grading?

Answer 1: Yes, these have been provided in the grading detailed specification.

Question 2: Are water services going over or under the storm sewer?

Answer 2: The water services will be installed over the storm sewer. The City will perform all the service connections. They can come back out and raise a service to install the storm sewer if needed.

Question 3: How will the "Existing aggregate base, supplemented with additional 21AA to finish grade prior to paving or excavate to allow 4 inch HMA section" be paid for?

Answer 3: This has been updated on the plans. In areas where the asphalt is to be removed and replaced, 4 inches of aggregate base is now proposed. The existing HMA will be removed at any depth, additional earth excavation of the areas will be included in DS\_Roadway Grading, \_\_\_\_\_. The 4 inches of aggregate base will be paid for as "Aggregate Base, 4 In., 21AA, CIP".

Question 4: The 21AA quantity indicates that the entire road gets 8" of aggregate base; this does not match the cross sections. Which is correct?

Answer 4: The cross sections are correct. That quantity has been updated.

Question 5: How do we find and protect the laterals?

Answer 5: It is the contractor's responsibility to locate leads prior to excavation, incidental to the utility.

The exact location and elevations of the laterals are unknown. The CCTV reports and GIS were used to determine where the laterals are on the main. The laterals shown on the plans are drawn from where they were found at the main at a 1% or 2% slope for a 6" or 4" pipe, respectively. They are drawn perpendicularly from the main to the ROW line.

If a lateral is encountered that needs to be lowered under the storm sewer, a 6-inch PVC service lead will be installed from the main at 1% slope until it is clear of the storm sewer. It will then be reconnected with a riser and reducer (as need) to the existing lateral. This will be paid for as "6 In., SDR 26 PVC Sanitary Service Lead, SD-TD-2".

If a lateral is encountered in a trench that does not have to be moved to complete the work, this shall be protected. If it is damaged, the contractor shall repair at their own expense.

Question 6: Can the sanitary main CCTV reports be provided with the addendum?

Answer 6: Yes, the CCTV reports are included in this addendum.

Question 7: Can the CAD files be provided with the addendum?

Answer 7: No, but the CAD files may be provided to the awarded contractor upon request.

Question 8: Is the subbase under the new sidewalk on 7th Street paid for as part of the water main trench backfill or as "Subbase, CIP"?

Answer 8: All new sidewalk subbase will be paid for as "Subbase, CIP". This quantity has been updated in the Schedule of Pricing.

Question 9: Can the Lawton Elementary school parking lot and/or the Pioneer High School Nature Area (Greenview and Scio Church) be used as a staging area?

Answer 9: These areas are owned by the Ann Arbor Public Schools; an agreement must be made with them to use the property. Contact Tracy Anderson for the contact information.

Question 10: The MOT plan's phases do not account for the storm sewer on the water main side being stubbed out and capped before the storm sewer can be completed. How is this to be constructed?

Answer 10: The intent was to maintain local traffic in one direction (southbound) on Seventh and S Greenview to minimize interruption to school traffic. The work does not have to be phased per half of the road; traffic may shift to avoid construction activities as long as one lane of traffic is maintained.

The Maintenance of Traffic plan has been updated to allow for S Seventh and S Greenview to be closed (except for local traffic) outside of the school year. The plans show maintaining one-way traffic for local traffic. Bid as proposed. Contractor may submit an alternative traffic control plan, subject to Engineer's approval, after award.

Question 11: The quantities for traffic control devices (Plastic Drums and Type III Barricades) are the total for the project, not one road at a time. Is this correct?

Answer 11: The traffic control devices will depend on phasing. All roads may now be under construction at one time, as amended in the Project Schedule and Payment Detailed Specification. These quantities were added as "worst case scenario".

42" Channelizer cones are included as a contingency amount. The contractor may use channelizer cones INSTEAD of the barrels for traffic control if they choose. The cones shall be placed at the same intervals as the barrels.

Only the traffic control devices used will be paid.

Question 12: How are the water main connections that show new water main in the same location as existing water main (example Lans Way intersection on sheet 28) supposed to be completed and tested?

Answer 12: In areas where the new water main is in the same location as the existing water main, test as much of the new water main as possible without taking the existing main out of service. Once the new main is ready to be connected, the existing main will be shut down and removed. The new main will be swabbed and connected and the existing main will be put back in service, ideally within one day.

The side street connections may be realigned during construction due to unforeseen conditions. The total pipe length and all fittings used will be paid.

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

**Pre-Proposal Meeting  
S Seventh St. and Greenview Dr. Improvements  
February 7, 2024 via Microsoft Teams**

- I. Introductions
  - a. Tracy Anderson – Project Manager
  - b. Inspection will be by City of Ann Arbor
  - c. Construction staking will be by City of Ann Arbor
  
- II. Project Overview
  - a. Work components
    - i. S Seventh Street
      - 1. 12” Water main replacement
      - 2. 12-48” Storm sewer detention north of Greenview
        - a. 2 outlet control structures
      - 3. Widened sidewalk on east side and west side block of school.
      - 4. Road reconfiguration/resurfacing
        - a. Road narrowing 43’ to 30’
        - b. East curb is being moved in 13 feet
    - ii. S Greenview
      - 1. 8” Water main replacement
      - 2. Midblock bump out
      - 3. Storm catch basin replacements
      - 4. Road resurfacing
    - iii. N Greenview
      - 1. 8” Water main replacement
      - 2. 12-48” Storm sewer detention
        - a. Two systems (two watersheds)
        - b. 3 outlet control structures.
      - 3. Road reconfiguration/resurfacing
        - a. Road narrowing 36’ to 30’
        - b. Both curbs are being brought in 3’
        - c. Bump outs at every intersection to 24’ wide
  - b. Engineer’s estimate - \$8.5M
  
- III. General Items
  - a. Standard Specifications – NEW
    - i. Tracer wire
      - 1. Updated details will be included in addendum
    - ii. Bulkheading manholes is included in sewer removal
  - b. Detailed Specifications
    - i. Schedule and sequencing
      - 1. Cannot interrupt services, sequence work accordingly
      - 2. S 7<sup>th</sup> must be complete during summer
    - ii. Grading

1. Earth excavation is included in grading
  - a. Quantity will be provided
- iii. Water main abandonment
  1. Paid for once per road to disconnect and properly abandon the water main from side streets
  2. Example: If you remove the abandoned water main to install storm sewer, you have to properly abandon the remaining water main and this will not be paid for separately.
- iv. Other
  1. Other detailed specs are to clarify pay items, things included in them and materials to use.
- c. Misc. construction items
  - i. Storm water detention
    1. 5 total Vortex valves
  - ii. Curb relocation
- d. Accessibility
  - i. MOT – Designed for one way traffic in phases
    1. Will look into constructability
  - ii. Local Traffic must be maintained
  - iii. Lawton Elementary School
    1. Summer: June 13 – August 26
- e. Davis Bacon Wage Decisions
  - i. 10 days before proposals are due
- f. Addendum
  - i. Answer all questions received
  - ii. Pre-bid meeting minutes
  - iii. Updated bid form
    1. Updated excel file can be provided – email Tracy
  - iv. Minor plan clarifications/details

#### IV. Project Schedule

- a. Written Questions due Monday, February 12, 2024 by 12:00PM
- b. Addendum anticipated by Friday, February 16, 2024
- c. Proposal Due, February 27, 2024 by 11:00AM
- d. Anticipated Council Award, April 15, 2024
- e. Construction Start, April 29, 2024

Important items not discussed in the pre-proposal meeting:

- Garbage day is Thursday for these neighborhoods. The contractor will be responsible for making sure that resident carts are able to be picked up weekly. This may include moving them to and from a location that the waste collection truck is able to access them. This cost is incidental to General Conditions.
- Mail service is walked door to door. Contractor shall ensure that USPS has sufficient space to pass to make their daily deliveries.

- Lawton Elementary School has high traffic for pickup and drop off during the school year. This included buses and passenger vehicles for 15-20 minutes in the morning and the afternoon. This traffic must be accommodated during the school year.

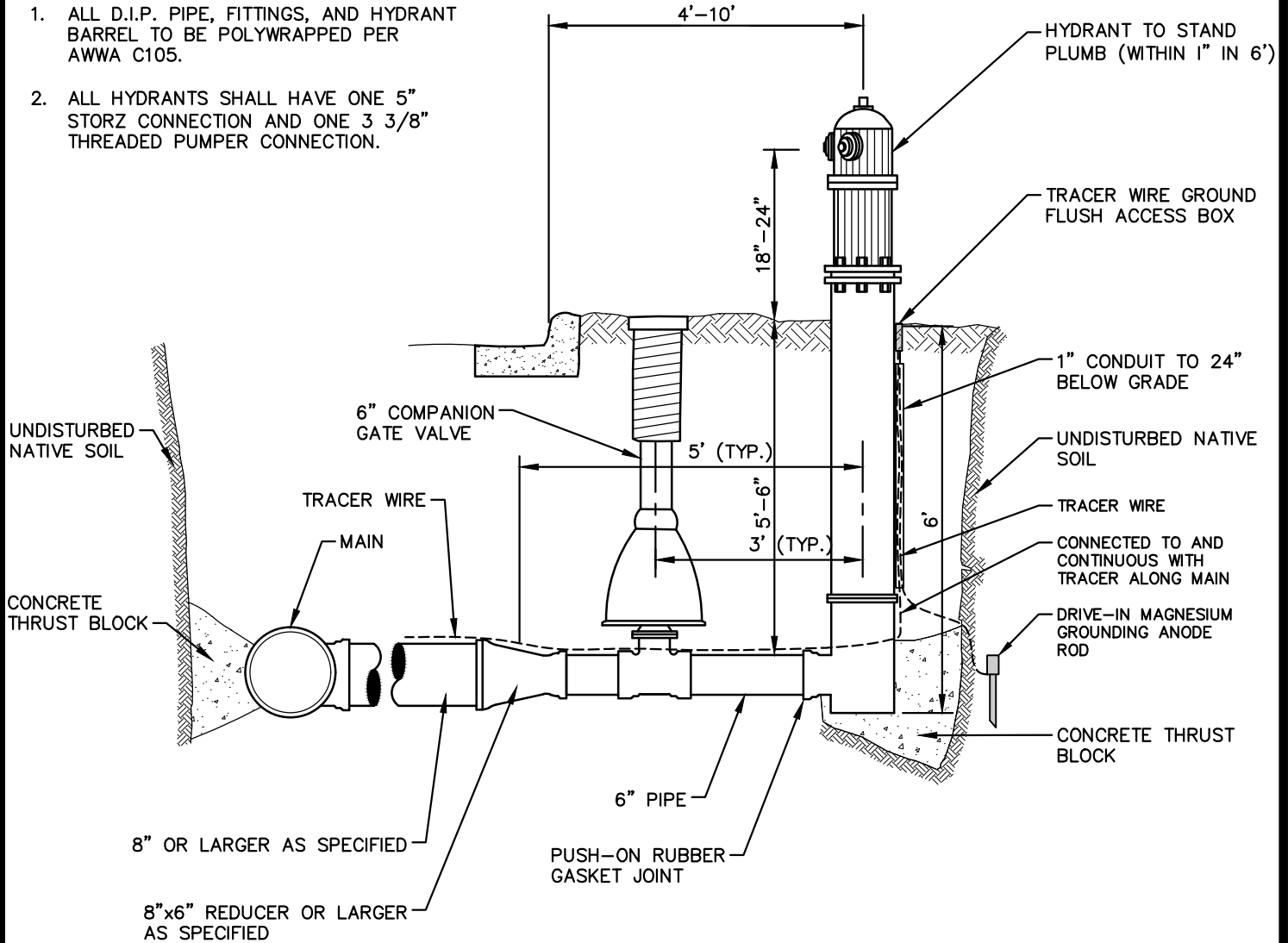
Notes by:

**Tracy Anderson, PE**

[Tanderson@a2gov.org](mailto:Tanderson@a2gov.org)

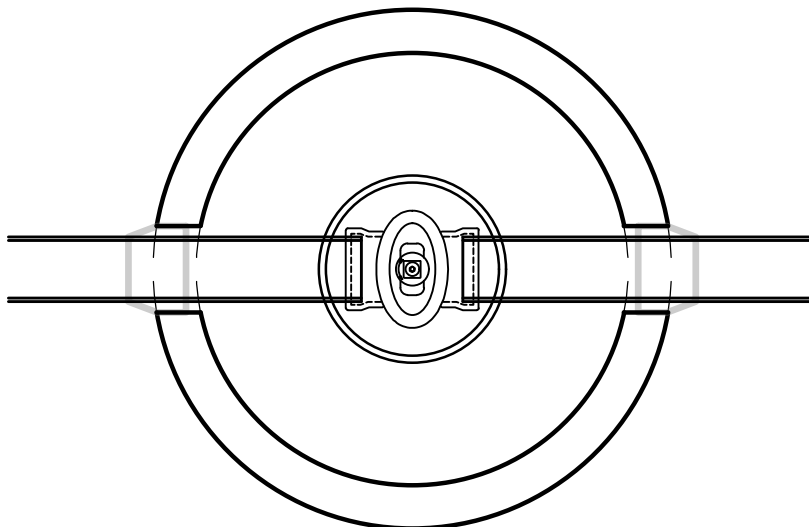
NOTES:

1. ALL D.I.P. PIPE, FITTINGS, AND HYDRANT BARREL TO BE POLYWRAPPED PER AWWA C105.
2. ALL HYDRANTS SHALL HAVE ONE 5" STORZ CONNECTION AND ONE 3 3/8" THREADED PUMPER CONNECTION.

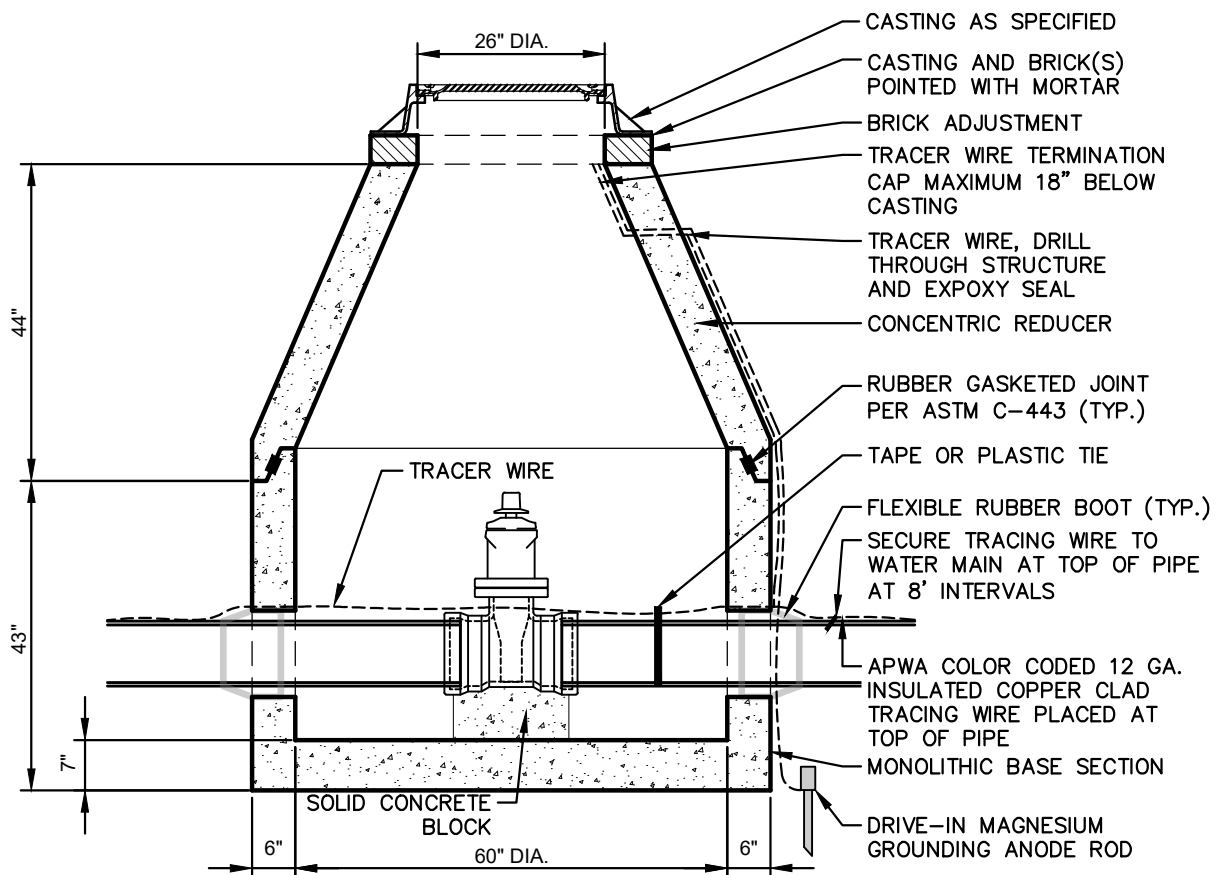


**CITY OF ANN ARBOR  
PUBLIC SERVICES**  
301 EAST HURON STREET  
P.O. BOX 8647  
ANN ARBOR, MI 48107-8647  
734-794-6410  
www.a2gov.org

00	2/5/24	ENG	AA
REV. NO.	DATE	DRAWN BY	CHECKED BY
<b>FIRE HYDRANT ASSEMBLY</b>			
DR. ENG	CH. ENG	DRAWING NO.	
SCALE N.T.S.	DATE 12/8/2023	<b>SD-W-1</b>	



**TOP VIEW**



**TYPICAL MANHOLE SECTION**

**NOTES:**

1. PRECAST MANHOLE PER ASTM C-478.
2. REINFORCING IN WALLS TO BE ONE LAYER OF 2" X 8" W3/W2.9 WELDED WIRE MESH. CIRCUMFERENTIAL REINFORCEMENT = 0.18 SQ. IN./VERT. FT.
3. BASE SLAB TO BE REINFORCED WITH ONE LAYER OF #4 REBAR AT 12" C-C, E.W. AREA/STEEL = .20 SQ. IN./FT E.W.



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www.a2gov.org

00	2/5/24	ENG	AA
REV. NO.	DATE	DRAWN BY	CHECKED BY
<b>PRECAST GATE WELL (WATERMAINS 16 INCH AND SMALLER)</b>			
DR. ENG	CH. ENG	DRAWING NO.	
SCALE N.T.S.	DATE 12/8/2023	<b>SD-W-3</b>	



E. Schedule of Pricing/Cost – 20 Points

Company: Miller Bros. Const., Inc.

Project: S Seventh and Greenview Improvements

File #: 2020-031

RFP#: 24-08

ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED		TOTAL PRICE
			QUANTITY	UNIT PRICE	
<b>01000.00 General</b>					
01000.00	General Conditions, Max. \$315,000	LS	1.00	\$ 201,000.00	\$ 201,000.00
01001.00	Project Supervision, Max. \$160,000	LS	1.00	\$ 160,000.00	\$ 160,000.00
01002.00	Project Clean-Up and Restoration	LS	1.00	\$ 18,965.00	\$ 18,965.00
01003.00	Digital Audio Visual Coverage	LS	1.00	\$ 1,725.00	\$ 1,725.00
01021.00	Erosion Control, Inlet Protection, Fabric Drop	Ea	40.00	\$ 135.00	\$ 5,400.00
01030.00	Tree Protection Fence	Ft	2,500.00	\$ 4.85	\$ 12,125.00
01040.00	Minor Traffic Control, Max. \$80,000	LS	1.00	\$ 80,000.00	\$ 80,000.00
01041.00	Traffic Regulator Control	LS	1.00	\$ 7,227.00	\$ 7,227.00
01050.00	Sign, Type B, Temp, Prismatic, Furn & Oper	Sft	670.50	\$ 4.90	\$ 3,285.45
01051.00	Sign, Type B, Temp, Prismatic, Special, Furn & Oper	Sft	93.00	\$ 5.00	\$ 465.00
01052.00	Temporary "No Parking" Sign	Ea	150.00	\$ 50.00	\$ 7,500.00
01070.00	Sign, Portable, Changeable Message, Furn & Oper	Ea	6.00	\$ 2,900.00	\$ 17,400.00
01080.00	Plastic Drum, High Intensity, Lighted, Furn & Oper	Ea	225.00	\$ 46.00	\$ 10,350.00
01081.00	Channelizer Cone, High Intensity, 42 In., Furn & Oper Barricade, Type III, High Intensity, Double Sided, Lighted,	Ea Ea	25.00	\$ 22.50	\$ 562.50
01092.00	Lighted, Furn & Oper	Ea	45.00	\$ 130.00	\$ 5,850.00
01100.00	Pedestrian Type II Barricade, Temp, Furn & Oper	Ea	10.00	\$ 90.00	\$ 900.00
01101.00	Pedestrian Channelizer Device, Furn & Oper	Ea	20.00	\$ 90.00	\$ 1,800.00
01102.00	Temporary Pedestrian Ramp, Furn & Oper	Ea	2.00	\$ 720.00	\$ 1,440.00
01103.00	Temporary Pedestrian Mat, Furn & Oper	Ft	24.00	\$ 51.75	\$ 1,242.00
01124.00	Pavt Mrkg, Wet Reflective, Type R, Tape, Rt Turn Arrow	Ea	2.00	\$ 225.00	\$ 450.00
01125.00	Pavt Mrkg, Wet Reflective, Type R, Tape, Thru Arrow	Ea	2.00	\$ 225.00	\$ 450.00
01127.00	Pavt Mrkg, Wet Reflective, Type R, Tape, 6 In., White, Temp	Ft	64.00	\$ 3.25	\$ 208.00
<b>02000.00 Removals</b>					
02000.01	Tree, Rem, 6 In. - 12 In.	Ea	3.00	\$ 350.00	\$ 1,050.00
02000.03	Tree, Rem, 20 In. - 29 In.	Ea	1.00	\$ 3,500.00	\$ 3,500.00
02020.00	HMA, Any Thickness, Rem	Syd	25,000.00	\$ 5.75	\$ 143,750.00
02030.00	Curb, Gutter, and Curb and Gutter, Any Type, Rem Sidewalk,	Ft	9,700.00	\$ 3.45	\$ 33,465.00
02040.00	Thickness, Rem	Sft	23,620.00	\$ 2.95	\$ 69,679.00
<b>03000.00 Earthwork</b>					
03001.71	DS_Sldewalk Grading	Syd	2,700.00	\$ 12.25	\$ 33,075.00
03001.72	DS_Driveway Grading	Syd	2,000.00	\$ 14.25	\$ 28,500.00
03001.73	DS_Roadway Grading, S Seventh St	Syd	7,500.00	\$ 10.25	\$ 76,875.00
03001.74	DS_Roadway Grading, S Greenview Dr	Syd	3,800.00	\$ 7.35	\$ 27,930.00
03001.75	DS_Roadway Grading, N Greenview Dr	Syd	11,000.00	\$ 10.75	\$ 118,250.00
03021.00	Subgrade Undercutting, Type II	Cyd	100.00	\$ 93.75	\$ 9,375.00
03022.00	Subgrade Undercutting, Type III	Cyd	200.00	\$ 123.00	\$ 24,600.00
03030.01	Exploratory Excavation, SD-TD-1, (0-10' Deep)	Ea	1.00	\$ 1,300.00	\$ 1,300.00
<b>04000.00 Sanitary Sewer</b>					
04014.01	6 In., SDR 26 PVC Sanitary Service Lead, SD-TD-2	Ft	100.00	\$ 354.00	\$ 35,400.00
04060.00	Sanitary Structure Cover	Ea	24.00	\$ 461.00	\$ 11,064.00
04061.00	Sanitary Structure Cover, Adjust	Ea	24.00	\$ 1,484.00	\$ 35,616.00
<b>06000.00 Storm and Drainage</b>					

06000.01	12 In., CL IV RCP Storm Sewer, SD-TD-1	Ft	1,816.00	\$	112.00	\$	203,392.00
06000.03	18 In., CL IV RCP Storm Sewer, SD-TD-1	Ft	115.00	\$	134.00	\$	15,410.00
06000.05	24 In., CL IV RCP Storm Sewer, SD-TD-1	Ft	290.00	\$	166.00	\$	48,140.00
06000.07	36 In., CL IV RCP Storm Sewer, SD-TD-1	Ft	100.00	\$	322.00	\$	32,200.00
06000.09	48 In., CL IV RCP Storm Sewer, SD-TD-1	Ft	1,200.00	\$	390.00	\$	468,000.00
06050.71	DS_Storm Manhole, 48 In. Dia. (0-8' deep)	Ea	3.00	\$	4,917.00	\$	14,751.00
06050.02	Storm Manhole, 48 In. Dia., Additional Depth	Ft	1.89	\$	225.00	\$	425.25
06050.73	DS_Storm Manhole, 60 In. Dia. (0-8' deep)	Ea	1.00	\$	7,816.00	\$	7,816.00
06050.04	Storm Manhole, 60 In. Dia., Additional Depth	Ft	2.65	\$	384.00	\$	1,017.60
06050.75	DS_Storm Manhole, 72 In. Dia. (0-8' deep)	Ea	6.00	\$	10,457.00	\$	62,742.00
06050.06	Storm Manhole, 72 In. Dia. , Additional Depth	Ft	18.51	\$	560.00	\$	10,365.60
06060.71	DS_Storm Inlet-Junction, 36 In. Dia., (0-8' deep)	Ea	1.00	\$	4,379.00	\$	4,379.00
06060.73	DS_Storm Inlet-Junction, 48 In. Dia., (0-8' deep)	Ea	4.00	\$	4,693.00	\$	18,772.00
06060.77	DS_Storm Inlet-Junction, 72 In. Dia., (0-8' deep)	Ea	7.00	\$	10,137.00	\$	70,959.00
06060.08	Storm Inlet-Junction, 72 In. Dia., Additional Depth	Ft	16.00	\$	572.00	\$	9,152.00
06070.71	DS_Storm Single Inlet, 24 In. Dia., (0-8' deep)	Ea	30.00	\$	4,239.00	\$	127,170.00
06070.02	Storm Single Inlet, 24 In. Dia., Additional Depth	Ft	4.50	\$	586.00	\$	2,637.00
06080.71	DS_Storm High Capacity Inlet, 48 In. Dia., (0-8' deep)	Ea	12.00	\$	4,833.00	\$	57,996.00
06080.02	Storm High Capacity Inlet, 48 In. Dia., Additional Depth	Ft	6.50	\$	229.00	\$	1,488.50
06090.71	DS_Storm Manhole with Weir, 72 In. Dia. (0-8' deep)	Ea	5.00	\$	17,782.00	\$	88,910.00
06090.02	Storm Manhole with Weir, 72 In. Dia., Additional Depth	Ft	8.70	\$	588.00	\$	5,115.60
06100.71	DS_Storm Manhole Over Existing ("Doghouse"), 48 In. Dia.	Ea	3.00	\$	6,332.00	\$	18,996.00
06100.73	DS_Storm Manhole Over Existing ("Doghouse"), 72 In. Dia.	Ea	2.00	\$	12,499.00	\$	24,998.00
06120.03	Storm Sewer Pipe, 12 In. Dia., Rem	Ft	825.00	\$	50.75	\$	41,868.75
06140.00	Storm Sewer Structure, Rem	Ea	9.00	\$	1,759.00	\$	15,831.00
06150.00	Storm Sewer Drop Structure, Rem	Ea	20.00	\$	1,759.00	\$	35,180.00
06160.01	Storm Structure Cover	Ea	22.00	\$	388.00	\$	8,536.00
06160.02	Storm Structure Cover, Adjust	Ea	22.00	\$	1,433.00	\$	31,526.00
06182.02	Underdrain, Edge, 6 In.	Ft	1,750.00	\$	35.00	\$	61,250.00
<b>07000.00</b>	<b>Water Main</b>						
07000.02	6 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	60.00	\$	126.00	\$	7,560.00
07000.03	8 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	4,130.00	\$	211.00	\$	871,430.00
07000.05	12 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	1,750.00	\$	260.00	\$	455,000.00
07011.01	8 In. 90° DIP Bend	Ea	8.00	\$	1,237.00	\$	9,896.00
07011.02	8 In. 45° DIP Bend	Ea	14.00	\$	1,183.00	\$	16,562.00
07011.03	8 In. 22.5° DIP Bend	Ea	11.00	\$	1,132.00	\$	12,452.00
07011.04	8 In. 11.25° DIP Bend	Ea	4.00	\$	1,154.00	\$	4,616.00
07013.02	12 In. 45° DIP Bend	Ea	2.00	\$	1,621.00	\$	3,242.00
07013.04	12 In. 11.25° DIP Bend	Ea	4.00	\$	1,542.00	\$	6,168.00
07020.03	8 In. X 6 In. DIP Reducer	Ea	19.00	\$	797.00	\$	15,143.00
07020.08	12 In. X 6 In. DIP Reducer	Ea	1.00	\$	1,027.00	\$	1,027.00
07030.06	8 In. X 8 In. X 8 In. DIP Tee	Ea	14.00	\$	1,540.00	\$	21,560.00
07030.13	12 In. X 12 In. X 8 In. DIP Tee	Ea	8.00	\$	1,991.00	\$	15,928.00
07030.15	12 In. X 12 In. X 12 In. DIP Tee	Ea	3.00	\$	2,148.00	\$	6,444.00
07050.72	DS_Gate Valve In Box, 8 In.	Ea	5.00	\$	4,009.00	\$	20,045.00
07050.74	DS_Gate Valve In Box, 12 In.	Ea	4.00	\$	5,834.00	\$	23,336.00
07060.72	DS_Gate Valve in Well, 8 In.	Ea	7.00	\$	8,324.00	\$	58,268.00
07060.74	DS_Gate Valve in Well, 12 In.	Ea	5.00	\$	10,697.00	\$	53,485.00
07080.00	Excavate & Backfill For Water Service Tap and Lead	Ft	1,200.00	\$	195.00	\$	234,000.00
07100.00	Fire Hydrant Assembly, Complete	Ea	13.00	\$	8,574.00	\$	111,462.00
07102.00	Fire Hydrant Assembly, Rem	Ea	8.00	\$	1,348.00	\$	10,784.00
07110.01	Sacrificial Anode, 17-pound	Ea	10.00	\$	1,076.00	\$	10,760.00

07110.02	Sacrificial Anode, 32-pound	Ea	4.00	\$	1,305.00	\$	5,220.00
07120.00	Gate Box, Adjust	Ea	1.00	\$	938.00	\$	938.00
07121.00	Curb Box, Adjust	Ea	4.00	\$	133.00	\$	532.00
07130.01	Temporary Water Main Line Stop, 8 In. or less	Ea	8.00	\$	7,704.00	\$	61,632.00
07130.03	Temporary Water Main Line Stop, 12 In.	Ea	2.00	\$	8,155.00	\$	16,310.00
07131.00	Temporary Water Main Line Stop, Additional Rental Day	Ea	2.00	\$	500.00	\$	1,000.00
07141.71	DS_Water Main Pipe, Abandon, Modified, S Seventh St	LS	1.00	\$	14,978.00	\$	14,978.00
07141.72	DS_Water Main Pipe, Abandon, Modified, S Greenview Dr	LS	1.00	\$	5,667.00	\$	5,667.00
07141.73	DS_Water Main Pipe, Abandon, Modified, N Greenview Dr	LS	1.00	\$	19,835.00	\$	19,835.00
07160.02	Gate Valve In Box, 6 In. Dia., Abandon	Ea	7.00	\$	794.00	\$	5,558.00
07170.02	Gate Valve In Box, 6 In. Dia., Rem	Ea	1.00	\$	1,575.00	\$	1,575.00
07180.02	Gate Valve in Well, 6 In. Dia., Abandon	Ea	8.00	\$	1,939.00	\$	15,512.00
07180.05	Gate Valve in Well, 12 In. Dia., Abandon	Ea	3.00	\$	2,570.00	\$	7,710.00
<b>08000.00</b>	<b>Streets, Driveways, &amp; Sidewalks</b>						
08000.00	Subbase, CIP	Cyd	285.00	\$	120.00	\$	34,200.00
08010.70	Aggregate Base, 4 In., 21AA, CIP	Syd	2,745.00	\$	13.00	\$	35,685.00
08010.02	Aggregate Base, 6 In., 21AA, CIP	Syd	1,940.00	\$	26.50	\$	51,410.00
08010.03	Aggregate Base, 8 In., 21AA, CIP	Syd	19,500.00	\$	18.50	\$	360,750.00
08060.00	Hand Patching	Ton	40.00	\$	395.00	\$	15,800.00
08070.14	HMA, 4EL	Ton	4,350.00	\$	133.00	\$	578,550.00
08110.00	Conc, Curb or Curb & Gutter, All Types	Ft	7,820.00	\$	34.25	\$	267,835.00
08120.01	Conc, Driveway Opening, Type M	Ft	1,920.00	\$	38.50	\$	73,920.00
08130.01	Conc, Sidewalk, 4 In.	Sft	18,260.00	\$	5.25	\$	95,865.00
08131.71	DS_Conc, Sidewalk, Drive Approach, or Ramp, 6 In.	Sft	17,560.00	\$	9.35	\$	164,186.00
08150.00	Detectable Warning Surface	Ft	330.00	\$	75.00	\$	24,750.00
08180.04	Pavt Mrkg, Ovly Cold Plastic, Sharrow Sym	Ea	8.00	\$	250.00	\$	2,000.00
08200.01	Pavt Mrkg, Polyurea, Bike, Large Sym	Ea	1.00	\$	150.00	\$	150.00
08200.06	Pavt Mrkg, Polyurea, 12 In., Cross Hatching, Yellow	Ft	100.00	\$	6.50	\$	650.00
08200.07	Pavt Mrkg, Polyurea, 12 In., Crosswalk	Ft	1,510.00	\$	6.50	\$	9,815.00
08200.09	Pavt Mrkg, Polyurea, 24 In., Stop Bar	Ft	256.00	\$	15.00	\$	3,840.00
08200.12	Pavt Mrkg, Polyurea, 4 In., Yellow	Ft	420.00	\$	2.75	\$	1,155.00
08200.13	Pavt Mrkg, Polyurea, 6 In., White	Ft	625.00	\$	3.25	\$	2,031.25
08200.15	Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	Ea	2.00	\$	235.00	\$	470.00
08245.70	DS_Pavt Mrkg, Polymer Cement, Green, Bike Lane	Sft	600.00	\$	15.00	\$	9,000.00
08251.00	Recessing Pavt Mrkg, Longit	Ft	1,040.00	\$	1.50	\$	1,560.00
08252.00	Recessing Pavt Mrkg, Transv	Sft	2,025.00	\$	3.50	\$	7,087.50
08300.00	Monument Box, Adjust	Ea	3.00	\$	1,287.00	\$	3,861.00
<b>10000.00</b>	<b>Landscaping</b>						
10000.01	Tree, Medlum, B&B	Ea	5.00	\$	1,400.00	\$	7,000.00
10000.02	Tree, Large, B&B	Ea	7.00	\$	1,800.00	\$	12,600.00
10050.00	Underground Sprinkling System, Restore	Dir	4,000.00	\$	1.00	\$	4,000.00
10060.00	Turf Restoration	Syd	5,760.00	\$	17.00	\$	97,920.00
<b>Total Estimated Cost</b>					\$		<b>6,672,524.00</b>



1613 S Defiance Street • P.O. Box 30 • Archbold, Ohio 43502

419-445-1015 • 419-446-2626

Miller Bros. Const., Inc.

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**F. Authorized Negotiator / Negotiable Elements (Alternates)**

1. Authorizes Personnel within our organization to negotiate the agreement with the City include:
  - a. Bradley D. Miller, President
    - i. 419.445.1015
    - ii. BradMiller@mbcholdings.com
  - b. Jeremy M. Hurst, V.P. Public Construction
    - i. 419.445.1015
    - ii. JeremyHurst@mbcholdings.com

## CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 (“City”) and Miller Bros. Const. Inc (“Contractor”) an Ohio Corporation, 1613 Defiance Street, P.O. Box 30, Archbold, OH, 43502

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

### ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled **RFP #24-08 S Seventh St. and Greenview Dr. Improvements** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

Non-discrimination and Living Wage Declaration of Compliance Forms (if applicable)	Plans
Vendor Conflict of Interest Form	Addenda
Prevailing Wage Declaration of Compliance Form (if applicable)	Davis Bacon Wage determination: Heavy, MI20240074, Published 01-05-2024
Bid Forms	Highway, MI20240001, Published 01-05-2024
Contract and Exhibits	2020 Miscellaneous Geotechnical Services Report Dated Dec. 22, 2020
Bonds	Geotechnical Investigation Report Greenview Drive Water Main Dated Jan. 12, 2023
General Conditions	
Standard Specifications	
Detailed Specifications	

### ARTICLE II - Definitions

**Administering Service Area/Unit** means **Public Services Area/Engineering Unit**

**Project** means **RFP # 24-08, S. Seventh St. and Greenview Dr. Improvements**

**Supervising Professional** means the person acting under the authorization of the manager of the Administering Service Area/Unit. At the time this Contract is executed, the Supervising Professional is: **Nicholas Hutchinson, PE** whose job title is **City Engineer**. If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

**Contractor’s Representative** means **Mike Fraker** whose job title is **Area Manager**.

### **ARTICLE III - Time of Completion**

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within two hundred (200) consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$2,000 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

### **ARTICLE IV - The Contract Sum**

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Form for the estimated bid total of:  
  
Six million, six hundred seventy-two thousand, five hundred twenty-four 00/100 Dollars (\$6,672,524.00)
- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

### **ARTICLE V - Assignment**

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

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

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this Contract, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

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

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

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

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

## **ARTICLE VIII - Notice**

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

## **ARTICLE IX - Indemnification**

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

## **ARTICLE X - Entire Agreement**

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

**ARTICLE XI – Electronic Transactions**

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

**FOR CONTRACTOR**

By \_\_\_\_\_

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

**FOR THE CITY OF ANN ARBOR**

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

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

**Approved as to substance**

By \_\_\_\_\_  
Milton Dohoney, Jr.  
City Administrator

By \_\_\_\_\_  
Brian Steglitz  
Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Atleen Kaur, City Attorney



**PERFORMANCE BOND**

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

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

Approved as to form:

\_\_\_\_\_  
Atleen Kaur, City Attorney

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Signature)

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

Name and address of agent:

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

**LABOR AND MATERIAL BOND**

(1) \_\_\_\_\_  
of \_\_\_\_\_(referred to  
as "Principal"), and \_\_\_\_\_, a corporation  
duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound  
to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants  
as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et  
seq., in the amount of  
\$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their  
heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the City entitled \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, for RFP No. \_\_\_\_\_; and this bond is  
given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as  
amended;

(3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably  
required under the Contract, the Surety shall pay those claimants.

(4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have  
no obligation if the Principal promptly and fully pays the claimants.

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

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

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

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

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Signature)

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

Approved as to form:

\_\_\_\_\_

Atleen Kaur, City Attorney

Name and address of agent:

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

**ATTACHMENT B**  
**GENERAL DECLARATIONS**

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered 24, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

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

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

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

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

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

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

SIGNED THIS 27 DAY OF February, 2024

Miller Bros. Const., Inc  
Bidder's Name

1613 S. Defiance St  
Archbold, OH 43502  
Official Address

419-445-1015  
Telephone Number

  
Authorized Signature of Bidder

Bradley D. Miller  
(Print Name of Signer Above)

bradmiller@mbcholdings.com  
mikefraker@mbcholdings.com  
Email Address for Award Notice

**ATTACHMENT C**  
**LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of Ohio, for whom Bradley D. Miller, bearing the office title of President, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

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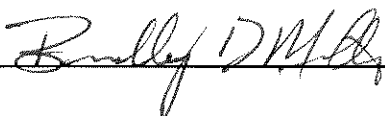
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\* An individual, whose signature with address, is affixed to this Bid: \_\_\_\_\_ (initial here)

**Authorized Official**

      **Date** February 27, 2024

(Print) Name Bradley D. Miller      Title President

Company: Miller Bros. Const., Inc.

Address: 1613 S. Defiance Street Archbold, OH 43502

Contact Phone (419) 445-1015      Fax (419) 446-2626  
bradmiller@mbcholdings.com

Email mikefraker@mbcholdings.com

**ATTACHMENT D**  
**PREVAILING WAGE DECLARATION OF COMPLIANCE**

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

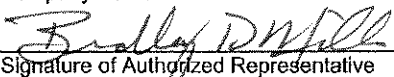
The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Miller Bros. Const., Inc.

Company Name



2/27/24

Signature of Authorized Representative

Date

Bradley D. Miller, President

Print Name and Title

1613 S. Defiance Street Archbold, OH 43502

Address, City, State, Zip

419-445-1015 bradmiller@mbcholdings.com mikefraker@mbcholdings.com

Phone/Email address

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

**ATTACHMENT E**  
**LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$15.90/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$17.73/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

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

Miller Bros. Const., Inc.  
 Company Name

1613 S. Defiance Street  
 Street Address

  
 Signature of Authorized Representative      Date

Archbold, OH 43502  
 City, State, Zip

Bradley D. Miller, President  
 Print Name and Title

bradmiller@mbcholdings.com  
419-445-1015 mikefraker@mbcholdings.com  
 Phone/Email address



## Attachment F

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2023 - ENDING APRIL 29, 2024**

**\$15.90** per hour

If the employer provides health care benefits\*

**\$17.73** per hour

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

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

V.

### W. ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**



**ATTACHEMENT G**

**Vendor Conflict of Interest Disclosure Form**

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

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

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
N/A	

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
Miller Bros. Const., Inc	419-445-1015	
Vendor Name	Vendor Phone Number	
	2/27/24	Bradley D. Miller
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

**ATTACHMENT H**

**DECLARATION OF COMPLIANCE**

**Non-Discrimination Ordinance**

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

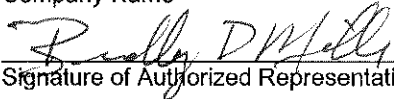
The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Miller Bros. Const., Inc.

Company Name



2/27/24

Signature of Authorized Representative

Date

Bradley D. Miller, President

Print Name and Title

1613 S. Defiance St. Archbold, OH 43502

Address, City, State, Zip    bradmiller@mbcholdings.com

419-445-1015            mikefraker@mbcholdings.com

Phone/Email Address

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

# ATTACHMENT I

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

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

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

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

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

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

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

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

## MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE) (2) ADDRESS

(3) PAYROLL NO. (4) FOR WEEK ENDING (5) PROJECT AND LOCATION (6) CONTRACT ID

(a)	(b)	(c)	(d) DAY AND DATE							(e)	(f)	(g)	(h)	(i)	(j) DEDUCTIONS						(k)		
			HOURS WORKED ON PROJECT												TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY	GROSS PROJECT EARNED	GROSS WEEKLY EARNED	TOTAL WEEKLY HOURS WORKED ALL JOBS		FICA	FEDERAL
EMPLOYEE INFORMATION	WORK CLASSIFICATION	Hour Type								0			\$0.00									\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00									\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00									\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00									\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00									\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00									\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00									\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00

Date \_\_\_\_\_

I, \_\_\_\_\_  
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
 (Contractor or Subcontractor)  
 \_\_\_\_\_; that during the payroll period commencing on the  
 (Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
 been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
 from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
 correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
 applicable wage rates contained in any wage determination incorporated into the contract; that the  
 classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide  
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of  
 Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a  
 State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
 the above referenced payroll, payments of fringe benefits as listed in the contract  
 have been or will be made to appropriate programs for the benefit of such  
 employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAME AND TITLE	SIGNATURE

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

## **GENERAL CONDITIONS**

### **Section 1 - Execution, Correlation and Intent of Documents**

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

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

### **Section 2 - Order of Completion**

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

### **Section 3 - Familiarity with Work**

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

### **Section 4 - Wage Requirements**

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of

subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section.

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

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Contract a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Contract are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

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

## **Section 5 - Non-Discrimination**

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

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

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



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

Adequate sanitary facilities shall be provided by the Contractor.

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

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

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

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

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

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

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

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

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

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or

employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

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

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

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

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

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

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

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

## **Section 12 - Superintendence**

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

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

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

executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

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

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

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

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

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

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

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

## Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section I3. No claim shall be valid unless so made.

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

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

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

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

## **Section 16 - Progress Payments**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **Section 28 - Contractor's Insurance**

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

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

Required insurance policies include:

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

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

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

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

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute

with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

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

## **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

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

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

## **Section 30 - Damage Claims**

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

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

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

## **Section 32 - Assignment**

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

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

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

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

## **Section 34 - Subcontracts**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 39 - Cleaning Up**

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

## **Section 40 - Salvage**

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

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

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

## **Section 42 - Sales Taxes**

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

## Section 43

### CONTRACTOR'S DECLARATION

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

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

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

Past due invoices, if any, are listed below.





## **STANDARD SPECIFICATIONS**

All work under this contract shall be performed in accordance with the **2024 Public Services Department Standard Specifications**. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

Standard Specifications are available online:

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

## DETAILED SPECIFICATIONS

An item number ending in X.7X and an item's description starting with "DS\_" indicates a detailed specification.

<u>Detailed Specification</u>	<u>No. of Pages</u>
Project Schedule and Payment .....	3
Grading .....	2
Drainage Structures .....	1
Water Structures .....	1
Water Main Abandon.....	1
Driveway and Sidewalk .....	1
Pavement Markings.....	5

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**PROJECT SCHEDULE AND PAYMENT**

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**Description**

Examination of Plans, Specifications, and Work Site

Bidders shall carefully examine the Bid Form, plans, specifications, and the work site until the Bidder is satisfied as to all local conditions affecting the contract and the detailed requirements of construction. The submission of the bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and all requirements of the Contract.

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

1. The Contractor shall begin the work of this project on or before **April 29, 2024**, and only upon receipt of the fully executed Contract and Notice to Proceed. Appropriate time extensions shall be granted if the Notice to Proceed is delayed beyond this date.
2. This Contract requires water main, storm sewer, sidewalk, road resurfacing and turf establishment, in three (3) locations: S Seventh Street (Delaware to Scio Church), S Greenview (S Seventh to Scio Church), and N Greenview (Scio Church to Stadium) and shall be substantially complete by **November 15, 2024**.
3. S Seventh Street and S Greenview Drive shall be base paved by **August 26, 2024**. Top course paving shall not take place on a weekday after August 26, 2024.
4. Contractor shall maintain at least one-way, southbound traffic through S Seventh and S Greenview until the last day of school (approx. June 13, 2024). After school is out for the summer, the road may be closed to through traffic, but must remain open to local traffic.
5. Contractor shall maintain access for local traffic and shall maintain a drivable surface in all proposed roadways where not actively working.
6. Contractor shall sequence the water and storm sewer installation in a way that does not interrupt service of other utilities.
7. Contractor shall provide all necessary sewer flow control to maintain flow at all existing sewer crossings, connections and lead transfers.
8. No work shall be performed during Holiday weekends as follows, unless approved by the City of Ann Arbor:
  - Memorial Day, from 3:00 p.m. Friday May 24, 2024, through 7:00 a.m. Tuesday May 28, 2024
  - Fourth of July, from 3:00 p.m. Wednesday July 3, 2024, through 7:00 a.m. Friday July 5, 2024

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- Labor Day, from 3:00 p.m. Friday August 30, 2024 through 7:00 a.m. Tuesday September 3, 2024

9. No work shall be performed during University of Michigan home football games.

City Council approval is expected on or before **April 15, 2023**. The Contractor shall not begin the work without approval from the Project Engineer, and in no case before the receipt of the Notice to Proceed.

Contractor will be furnished with two (2) copies of the Contract, for his/her execution, before the aforementioned City Council meeting. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance Certificate, to the City within **ten (10) days**.

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

Prior to the start of any construction, the Contractor shall submit a detailed schedule of work for the Engineer's review and approval. Work shall not be started until a schedule is approved in writing by the Engineer. The proposed schedule must fully comply with the scheduling requirements contained in this Detailed Specification. The Contractor shall update the approved work schedule upon request by the Engineer and present it to the Engineer within seven days of said request.

Liquidated Damages

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$2,000.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the times for each sub-phase, as required by this Detailed Specification.

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

**Measurement and Payment**

If the construction Contract is not completed by the specified dates, including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor, this Contract may be terminated with no additional compensation due to the Contractor, and the Contractor may be

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forbidden to bid on future City of Ann Arbor projects for a period of at least three (3) years. If the Engineer elects to terminate the Contract, Contract items paid for on a Lump Sum basis shall be paid up to a maximum percentage equal to the percentage of the Contract work that has been completed.

Costs for the Contractor to organize, coordinate, and schedule all of the work of the project, will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions, Max \$\_\_\_\_\_".

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**GRADING**

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**Description**

This work shall consist of furnishing all labor, tools, equipment, and material to shape and prepare all subgrade, subbase, and/or base layers to remain to grades and cross sections indicated on the Plans or as directed by the Engineer. This work shall be performed in accordance with 2024 Public Services Standard Specifications Article 10, Section III.G., except as specified herein.

**Construction**

Access to driveways and entrances may be permitted to be temporarily interrupted provided the Contractor provides at least 24 hours advanced notification to the property owners/tenants and schedules the work to minimize the duration of the interruption.

After all associated removals, the remaining subgrade, subbase, or aggregate base course shall be shaped and prepared to the grades and cross-sections indicated on the plans, including earth excavation, removal, and offsite disposal of any surplus material.

The remaining course shall be proof rolled. All other work (such as undercutting) shall be performed to prepare for the placement of the subsequent course and must be approved by the Engineer.

The contractor shall hone the grade of the final course of subbase or aggregate base for placement of concrete or HMA to the to the grades and cross-sections indicated on the plans.

Table 1 depicts estimated excavation volumes, outside of utility trenches, in the described locations. These volumes were calculated from the existing surface to the proposed subgrade under the proposed base. The volumes of asphalt and concrete removal (paid for separately) ARE included in these calculations.

*Table 1: Estimated Earth Excavation Volumes*

<b>Location</b>	<b>Est. Excavation Volume</b>
Roadway Grading_S Seventh St.	3,490 CY
Roadway Grading_S Greenview Dr	1,185 CY
Roadway Grading_N Greenview Dr	4,270 CY
Grading_Sidewalk (S Seventh St)	440 CY

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 DETAILED SPECIFICATION  
 FOR  
**GRADING**

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**Measurement And Payment**

The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
DS_Sidewalk Grading.....	Square Yards
DS_Driveway Grading .....	Square Yards
DS_Roadway Grading, _____ .....	Square Yards

**DS\_Sidewalk Grading** will be measured in the unit above for the area of required subbase or aggregate base for new sidewalk and new sidewalk ramps. This item shall be paid when final grading of the subbase or aggregate base is complete.

**DS\_Driveway Grading** will be measured in the unit above for the area of required aggregate base for new driveways, including new sidewalk through driveways. This item shall be paid when final grading of the aggregate base is complete.

**DS\_Roadway Grading, \_\_\_\_\_** will be measured in the unit above for the area disturbed to construct the associated roadway and any new curb. Area will be measured from the edge of metal of remaining curb to 1 foot beyond the back of new curb. This item shall be paid when final grading of the base is complete.

Areas where the existing grade is to be cut to achieve the proposed subgrade elevation (cut-sections) will not be paid for separately. The removal and offsite disposal of cut-section materials required to meet specified grades and cross sections shall be included in **DS\_ \_\_\_\_\_ Grading, \_\_\_\_\_**.

Removal of pavement, curb, sidewalk, driveways, and ramps; trench backfill, subgrade undercuts; placement and compaction of subbase and aggregate base; and turf establishment shall be paid as part of separate pay items.

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DETAILED SPECIFICATION  
FOR  
**DRAINAGE STRUCTURES**

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**Description**

This work shall consist of furnishing all labor, tools, equipment, and material to construct drainage structures in accordance with 2024 Public Services Standard Specifications Article 4 and Article 10, Section II.S., as shown on the plans, and as specified herein.

**Materials**

Fluidic-Amp Vortex valve, as shown on the plans.

Structure cover, as specified on the plans.

**Construction**

Install vortex valve per manufacturer recommendation.

**Measurement and Payment**

The completed work, as described, will be measured and paid for at the approved price for the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
DS_Storm Manhole, __ In. Dia. (0-8' deep).....	Each
DS_Storm Inlet-Junction, __ In. Dia., (0-8' deep) .....	Each
DS_Storm Single Inlet, __ In. Dia., (0-8' deep).....	Each
DS_Storm High Capacity Inlet, __ In. Dia., (0-8' deep) .....	Each
DS_Storm Manhole with Weir, __ In. Dia. (0-8' deep).....	Each
DS_Storm Manhole Over Existing ("Doghouse"), __ In. Dia. ....	Each

Payment for the structure frame and cover, as specified, and the adjusting of drainage structure covers shall be included in payment for the structure and shall not be paid for separately.

Payment for the vortex valve shall be included in payment for **DS\_Storm Manhole with Weir, 72 In. Dia. (0-8' deep)**.



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**WATER STRUCTURES**

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**Description**

This work shall consist of furnishing all labor, tools, equipment, and material to construct drainage structures in accordance with 2024 Public Services Standard Specifications Article 3 and Article 10, Section II.K., as shown on the plans, and as specified herein.

**Measurement and Payment**

The completed work, as described, will be measured and paid for at the approved price for the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
DS_Gate Valve in Well, ___ In. ....	Each
DS_Gate Valve in Box, ___ In. ....	Each

The gate well frame and cover shall be included in payment for **DS\_Gate Valve in Well, \_\_\_ In.** and shall not be paid for separately.

The gate valve box shall be included in payment for **DS\_Gate Valve in Box, \_\_\_ In.** and shall not be paid for separately.

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FOR  
**WATER MAIN ABANDON**

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**Description**

This work shall consist of furnishing all labor, tools, equipment, and material to properly abandon water mains as indicated on the Plans or as directed by the Engineer. This work shall be performed in accordance with 2024 Public Services Standard Specifications Article 3, except as specified herein.

**Construction**

The Contractor shall abandon water mains where shown on the Plans and as directed by the Engineer. This includes, but is not limited to, properly draining the main, cutting the main at every connection point (each end and all side street connections), and plugging the abandoned cut ends with brick and mortar, concrete, or mechanical joint plug.

Any previously abandoned water main that is removed for installation of another utility shall be properly abandoned and plugged on each remaining end. This is included in the payment of the installed utility and shall be paid for separately.

**Measurement And Payment**

The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
DS_Water Main Pipe, Abandon, Modified, _____	LS

Payment shall be made when the entire water main is properly abandoned on the associated road.

No additional payment shall be made for removing or abandoning previously abandoned water main that is removed for installation of another utility.

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FOR  
**DRIVEWAY AND SIDEWALK**

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**Description**

This work shall consist of constructing subbase and/or aggregate base courses, on either a prepared subbase or aggregate base as indicated on the Plans or where directed by the Engineer. This work shall be performed in accordance with performed in accordance with Public Services Standard Specifications (2024) Article 10, Section III.G. and Section III.H., except as specified herein.

**Materials**

The material used for this work shall meet the requirements of Sections 301, 302, 305, 307, and 902 of MDOT 2020 Standard Specification for Construction, except that the aggregate base under driveways shall be 21AA limestone (permanent and temporary applications) with a maximum loss by washing of 8% and any subbase under sidewalks shall be Class II Granular Material.

**Construction**

Concrete drive approaches shall be placed on 6" of 21AA limestone.

Sidewalk through drive approaches shall be placed on 6" of 21AA limestone.

**Measurement and Payment**

Where 21AA is used for aggregate base course, it shall be measured and paid in accordance with **Aggregate Base, \_\_ In., 21AA, CIP.**

The completed work as measured will be paid for at the contract unit prices for the following Contract items (pay items):

<b>Pay Item</b>	<b>Pay Unit</b>
DS_Conc, Sidewalk, Drive Approach, or Ramp, __ In. ....	Square Feet

Payment includes all labor, material and equipment needed to furnish and install concrete sidewalk and drive approaches.

The aggregate base shall be paid for separately.

Excavation for placement of driveway base material shall be included in the item of work **DS\_Driveway Grading.**

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 FOR  
**PAVEMENT MARKINGS**

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**Description**

This work consists of installing a polymer cement surface system (PCSS) on a prepared substrate in accordance with these specifications, the plans, and/or as directed by the Engineer for the purposes of delineating dedicated or shared bicycle lanes. This work shall be performed in accordance with performed in accordance with 2024 Public Services Standard Specifications Article 10, Section III.M., except as specified herein.

**Materials**

Green Bike Lanes: Use Endurablend™ System PCSS material manufactured by Pavement Surface Coatings, LLC, 81 Ball Road, Mountain Lakes, NJ 07046. (Telephone: 866-215-6120) or approved equal. Pre-approval of an equivalent product must have proven in- place history over asphalt and/or concrete and meet the material property requirements shown below and be installed in accordance with this specification. The color will be green and must comply with FHWA standards for daytime and nighttime chromaticity values.

1. The daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

	1		2		3		4
x	y	x	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

2. The daytime luminance factor (Y) shall be at least 7, but no more than 35.
3. The nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

	1		2		3		4
x	y	x	y	x	y	x	y
0.230	0.754	0.366	0.540	0.450	0.500	0.479	0.520

4. PCSS Material Properties: The polymer cement surface or approved equal shall provide a skid and abrasion resistant surface and meet or exceed the requirements in Table 2.1.

<b>Table 2.1 - Polymer Cement Material Properties</b>		
Description	Test Method	Value
Compressive Strength, (at 28 days) 2" Cube <sup>1</sup>	ASTM C-109	>3,200 PSI
Tensile Strength <sup>1</sup>	ASTM C-190	>350 PSI
Bond Strength with Asphalt <sup>1,2</sup>	ASTM C-1583	>250 PSI

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**PAVEMENT MARKINGS**

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<b>Table 2.1 - Polymer Cement Material Properties (Cont.)</b>		
<b>Description</b>	<b>Test Method</b>	<b>Value</b>
Skid Resistance (at 60km/hr)	ASTM E-1911 ASTM E-274	>40 >40
Length Change <sup>1</sup>	ASTM C-157	<0.024%
Solar Reflectivity Index <sup>3,4</sup>	ASTM C-1549 ASTM E-1980	>0.29
Wet Mix Flowability <sup>7</sup>	ASTM C-939	20-45 sec
Wet Mix Air Voids <sup>7</sup>	Chase Meter	<6%
Total Air Content <sup>5</sup>	Microscope Analysis of Section	<5%
Flexibility <sup>6</sup>	½" Thick Beam under Static Load – Max. Deflection	≥½"

- 1) The data shown is representative of laboratory test 28 day cured samples at 50% humidity.
- 2) Prepare a test sample by overlaying ¼" (6mm) of product on 12.5mm HMA sample.
- 3) Obtain an SRI of greater than 29 by using pigments or changing the color index of the aggregate. It is not applicable for requested color pigments.
- 4) Only applicable for projects where a LEED certification credit is a requirement of the surfacing or where specifications require a reflective surfacing.
- 5) Required to provide balance between flexibility, minimal permeability, and therefore maximum durability.
- 6) Use the same loading rate as for the ASTM C-109 test above.
- 7) Quality assurance tests for site.

5. Chemical Admixtures/Pigments: The manufacturer shall approve the dosage rates and the conditions for use in the PCSS of any chemical admixtures and/or color pigments.

6. Delivery, Storage, and Handling: Deliver material to site in weatherproof containers and store in a covered and ventilated location.

White Pavement Markings: per 2024 Public Services Standard Specifications Article 10, Section III.M.

**Construction**

Construct white pavement markings per 2024 Public Services Standard Specifications Article 10, Section III.M.

Construct green bike lane pavement markings in accordance with manufacturer application

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and installation procedures, 2024 Public Services Standard Specifications Article 10, Section III.M., as applicable, and as directed by the Engineer.

Use equipment approved by the manufacturer or an approved installer. The installer shall demonstrate that the equipment is capable of handling materials, performing the work, maintaining proper material temperature, maintaining the minimum level of required productivity, and producing a product of the specified quality and be maintained in good mechanical condition. Provide sufficient equipment to enable the prosecution of the work in accordance with the project schedule and completion of the work in the specified time. Use equipment capable of handling and transferring the dry materials and liquids to the approved mixer without causing spillage, segregation, or contamination.

The measuring and mixing operation shall be capable of producing a consistent homogeneous mix sufficient to maintain the production levels required for the work. Charge the water and dry blend into the mixer and blend to the desired consistency while maintaining effective temperatures to prevent flashing of the mix. Hand mixing in pails is not permissible.

Follow manufacturer recommended pavement and air temperatures. Place PCSS only when all the following conditions are met:

- The pavement surface is dry.
- Ambient and substrate temperatures are 50° F (10° C) and rising and expected to remain above 50° F (10° C) for 6 hours.
- There is no forecast of temperatures below 35° F (2° C) within 24 hours from the time of placement.
- The weather is not foggy or rainy. When rain appears imminent, all placement operations shall cease, and the work shall not resume until the threat of rain has passed.

When the ambient temperature is below 50° F (10° C) but will remain above 40° F (5° C) during paving and the substrate temperatures are 50° F (10° C) and rising, place the PCSS with the approval of Engineer and add manufacturer approved accelerators to the mix.

Take care when placing the PCSS if the substrate temperature exceeds 130° F (50° C). Closely monitor application temperatures of the substrate above 130° F (50° C) for performance during the course of application. Any observable defects occurring as a result of extreme temperature should be cause for immediate halting of placement operations.

Where the ambient paving air temperature is going to exceed 90° F (32° C) consider use of cold water and ice for the blending operation. Where the provision of cold water or replacing the part of the water requirement with ice is not possible, then use a retarder with the mix.

The substrate that is to receive the PCSS system shall be cleaned of sand, dirt, dust, rock, or any other debris that could prevent proper adhesion. Clean and prepare the surface by power broom, scraping, compressed air or sandblasting, high pressure water, or other approved

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methods in conformance with ASTM D4263 as necessary to assure bonding between the PCSS surface course and the substrate. Do not start PCSS operations until the surface is in a condition as recommended by the manufacturer and approved by the Engineer. The Contractor at its expense shall correct any/all surface damage resulting from cleaning/preparation work, as directed by the Engineer.

All substrate receiving PCSS shall be free of potholes, spalling, or other areas of structural deterioration. If identified in the plans, or directed by the Engineer, excavate all such areas to a depth where the substrate is structurally sound and repair with an approved method. Report structurally deficient areas not identified for repair in the plans to the Engineer.

The Contractor shall lay out all pavement marking areas and then for review by the Engineer. The Engineer shall approve the marking layout prior to placement of material.

Deposit PCSS uniformly on the substrate by roto-stator spray equipment. Use a spray apparatus device approved by the manufacturer and having the capability of mixing the materials at a rate to insure continuous spray operations.

Stenciled Pavement: This design requires a base coat of the material to be applied by squeegee or spray on top of asphalt or concrete pavement. Concrete pavement may require shot blasting to roughen the surface to ensure proper bonding. The base coat provides a grout line color plus seals the surface. Once the base coat has cured, apply the specified stencil pattern, and spray the topcoat. Remove stencil when the topcoat has reached the proper consistency and allow coating to cure. Cure to traffic time is approximately 2 hours at 70 degrees. The total cured thickness should be between 1/8" and 3/16".

The stencils should be a plastic or paper pattern consistent with the design of the crosswalks.

Non-Patterned Application: This design uses a colored or base color coating without a decorative pattern. Apply the material to the asphalt or concrete pavement using roto-stator spray apparatus. Concrete pavement may require shot blasting to roughen the surface to ensure proper bonding. A smooth or textured surface can be created. A textured surface is achieved by adding aggregate to the mix or distributing a fine aggregate to the surface after application as specified in the plans. Cure to traffic time is approximately 2 hours at 70 degrees. The total cured thickness should be between 1/8" and 3/16".

Curing and Opening to Traffic: The Contractor shall take care to protect the PCSS surface course from traffic until the area is sufficiently cured. Curing time will vary depending on ambient and surface temperatures. Do not open the PCSS to traffic until it has reached sufficient compressive strength and vehicular traffic will not damage the surface. Obtain approval for opening from a representative of the manufacturer, the installer, or the Engineer. The Contractor at its expense shall correct any damage to the PCSS surface resulting from failure to protect it or open it to traffic without approval or proper cure.

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**Measurement And Payment**

Measure and pay for the completed work, as described, at the respective contract unit price using the following respective pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
DS_Pavt Mrkg, Polyurea, 18 In., White .....	Feet
DS_Pavt Mrkg, Polymer Cement Surface, Bike Lane Green.....	Square Foot

**DS\_Pavt Mrkg, Polyurea, 18 In., White** will be measured in place and paid for at the contract unit price per linear foot which price shall be payment in full for all labor, equipment, and materials as specified in this provision to accomplish this work.

**DS\_Pavt Mrkg, Polymer Cement Surface, Bike Lane Green** will be measured in place and paid for at the contract unit price per square foot, which price shall be payment in full for all labor, equipment, and materials as specified in this provision to accomplish this work.