

INVITATION TO BID
ITB 4255

COBBLESTONE FARM BARN AND TICKNOR-CAMBELL HOUSE
ROOF REPLACEMENT



Due Date: Monday, November 5, 2012
By 10:00 a.m.

Issued by: City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, Michigan 48104

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**ADVERTISEMENT FOR
COBBLESTONE FARM ROOF REPLACEMENT
CITY OF ANN ARBOR, MICHIGAN**

Sealed Bids that include an original bid document and one additional proposal section copy will be received by the **Procurement Office, Finance Services, located on the 5th floor of the Guy Larcom Municipal Building, Ann Arbor, Michigan on or before Monday, November 5, 2012 by 10:00 a.m.** local time for renovations to Cobblestone Farm Roofs and all associated work as specified and detailed. Bids will be publicly opened and read aloud at this time. Prospective submitters are responsible for timely receipt of their proposal. Late proposals will not be considered.

Work to be done includes replacement of the existing roofs on the Cobblestone Farm Barn and on the Ticknor Campbell House, 2781 Packard Road in Buhr Park.

Bid documents entirely downloadable on the Michigan Governmental Trade/BidNet (MITN) website at www.mitn.info and on the Purchasing page of the City of Ann Arbor's website at www.a2gov.org/government/financeadminservices/procurement/Pages/OpenBidsandProposals.aspx on or after or after Monday, October 22, 2012. The City will not be distributing paper copies of the plan or specifications.

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

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

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

After the time of opening, no Bid may be withdrawn for a period of 45 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information on bid documents may be obtained from the Procurement Office, (734) 794-6576

NOTICE OF PRE-BID CONFERENCE

A pre-bid meeting will be held at Cobblestone Farm, 2781 Packard Road (within Buhr Park) on Monday, October 29 at 2:30 p.m. Enter at the Buhr Park drive and park in the main Cobblestone Farm parking lot – the first large lot will be on your right as enter, and proceed down the path to the large barn.

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

INSTRUCTIONS TO BIDDERS

General

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

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

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

Preparation of Bids

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

Bidders must submit The Invitation to Bid Form and the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

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

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before October 31, 2012 by 3:00 pm and should be addressed as follows:

Specification/Scope of Work questions emailed to Amy Kuras at akuras@a2gov.org.

Bid Process and HR Compliance questions emailed to Lnewton@a2gov.org.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before November 5, 2012 by 10:00 AM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: **ITB 4255 – Cobblestone Farm Barn and House Roof Replacement.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Bids should be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 4:00 p.m. Monday through Friday. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

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

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing proposals, the City will give consideration to alternate proposals for items listed in the forms, or other alternates which the Bidder may wish to submit, but preference will be given to Base Bid Proposals.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Official Documents

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the “Alternate” section of Bid form.

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

Bid Security

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

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

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

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

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

Human Rights Information

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

Wage Requirements

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

Major Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

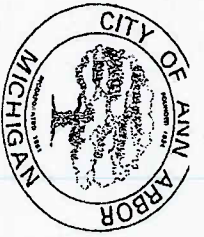
After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) know as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.



CITY OF ANN ARBOR
BID TABULATION SHEET

BID NUMBER: ITB 4255

DATE: 11/5/12

BID NAME: Cobblestone Farm + House Roof Replacement

BIDDER

BID DEPOSIT **ADDENDUM REC'D**
 (YES OR NO) (YES OR NO)

BASE BID AMOUNT

	BID DEPOSIT (YES OR NO)	ADDENDUM REC'D (YES OR NO)	BASE BID AMOUNT								
1. <u>Renaissance Restoration</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<table border="0"> <tr> <td><u>\$47,000</u></td> <td><u>\$62,500</u></td> <td><u>109,500</u></td> <td><u>\$45,000</u></td> </tr> <tr> <td></td> <td><u>addendum # \$54,000</u></td> <td><u>cut addum \$67,000</u></td> <td><u>alt</u></td> </tr> </table>	<u>\$47,000</u>	<u>\$62,500</u>	<u>109,500</u>	<u>\$45,000</u>		<u>addendum # \$54,000</u>	<u>cut addum \$67,000</u>	<u>alt</u>
<u>\$47,000</u>	<u>\$62,500</u>	<u>109,500</u>	<u>\$45,000</u>								
	<u>addendum # \$54,000</u>	<u>cut addum \$67,000</u>	<u>alt</u>								
2. <u>Great Lakes Roofing</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<table border="0"> <tr> <td><u>\$59,050</u></td> <td><u>\$73,700</u></td> <td><u>\$132,750</u></td> <td><u>\$60,050</u></td> </tr> <tr> <td></td> <td><u>addendum \$62,000</u></td> <td><u>\$76,000</u></td> <td></td> </tr> </table>	<u>\$59,050</u>	<u>\$73,700</u>	<u>\$132,750</u>	<u>\$60,050</u>		<u>addendum \$62,000</u>	<u>\$76,000</u>	
<u>\$59,050</u>	<u>\$73,700</u>	<u>\$132,750</u>	<u>\$60,050</u>								
	<u>addendum \$62,000</u>	<u>\$76,000</u>									
3. <u>Duke Roofing</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<table border="0"> <tr> <td><u>\$79,600</u></td> <td><u>\$107,900</u></td> <td><u>\$187,500</u></td> <td><u>\$81,900</u></td> </tr> <tr> <td></td> <td><u>alt \$81,100</u></td> <td><u>\$110,500</u></td> <td></td> </tr> </table>	<u>\$79,600</u>	<u>\$107,900</u>	<u>\$187,500</u>	<u>\$81,900</u>		<u>alt \$81,100</u>	<u>\$110,500</u>	
<u>\$79,600</u>	<u>\$107,900</u>	<u>\$187,500</u>	<u>\$81,900</u>								
	<u>alt \$81,100</u>	<u>\$110,500</u>									
4. _____											
5. _____											
6. _____											
7. _____											
8. _____											
9. _____											
10. _____											
11. _____											
12. _____											
13. _____											
14. _____											

BID RECORDED BY: *[Signature]*
 (Signature)

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

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

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

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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

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

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

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

SIGNED THIS 5th DAY OF NOVEMBER, 2012.

RENAISSANCE RESTORATIONS INC.
Bidder's/Contractor Name

Jamie Craig
Authorized Signature of Bidder

6430 VILLAGE PARK DR #104
Official Address
W. BLOOM FIELD, IN 48322

JAMIE CRAIG
Printed Name of Authorized Signature

313-585-7852
Telephone Number

JAMIEC5361@AOL.COM
Email Address for Bid Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of MI, for whom JAMIE CRAIG, bearing the office title of PRESIDENT, whose signature is affixed to this proposal is authorized to execute contracts.

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

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

County of OAKLAND, State of MI

* An individual, whose signature with address, is affixed to this proposal: _____
(initial here)

BID FORMS
COBBLESTONE FARM ROOF REPLACEMENTS
BID #4255

Base Bid

Total cost to replace roof at Cobblestone Farm Event Barn with Cedar Shake per specifications:

\$ Forty - SEVEN thousand Dollars \$ 47,000
Use words Use Numbers

Total cost to replace roof at Ticknor Campbell House with Cedar Shake per specifications:

\$ Sixty-two thousand five hundred Dollars \$ 62,500
Use words Use Numbers

An allowance of \$2000 for replacement of deck boards or sheeting shall be included in the base bid.

TOTAL BASE BID:

\$ one hundred nine thousand five hundred Dollars \$ 109,500
Use words Use Numbers

Alternate Bid

Total cost to replace roof at Cobblestone Farm Event Barn using Composite Roof Shake per specifications:

\$ forty-five thousand Dollars \$ 45,000
Use words Use Numbers

Informative Prices

1. By various widths board to match existing sizes for Ticknor Campbell house decking Board

Foot price \$ 2 50

2. Sawcut and Remove damaged sheeting from SIPS panel and replace for the Event Barn

SF \$ 3 00

Addendum #1

City of Ann Arbor, Cobblestone Farm Barn and Ticknor-Cambell House Roof Replacement
ITB 4255

Due: Monday, November 5, 2012

Please note the following clarifications to this bid:

1. This, and all City of Ann Arbor construction projects, require that contractors 'craftsmen, mechanics and laborers employed directly on the site in connection with said improvements'... are paid prevailing wage. This is spelled out in section 4 of the General Conditions that are included in the contract documents.

2. The contract states that the project shall be completed within 30 consecutive calendar days. This is weather permitting, and the contractor shall be expected to document days when they are unable to work due to weather conditions. If this timeframe is not acceptable, a time alternate must be included in the bid forms (BF3).

3. The copper drip edge on the house may be 16 oz copper. The valley and step flashing shall still be 20 oz. copper

4. The sales representative for the Enviroshake alternate is as follows:

Marg Kloostra

866-423-3302

mkloostra@enviroshake.com

5. Provide an alternate quote for machine cut cedar shingles in lieu of the machine split shakes as originally specified on both the barn and the house. See attached specification revision.

\$54,000 alternate for barn

\$67,000 alternate for house

6. Provide a quote to include reroofing the small brick shed located between the house and barn with cedar shakes.

Include this Addendum #1 with your bid.

Name

Printed

JAMIE CRAIG

Signed

Jamie Craig

Company

RENAISSANCE RESTORATIONS INC.

BID FORMS
Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

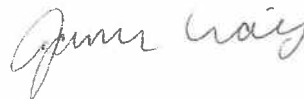
If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the contract. *NONE*

Signature of Authorized Representative of Bidder



BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the contract.

NONE

Signature of Authorized Representative of Bidder



BID FORM

Section 4 - Major Subcontractors

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

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

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
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If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

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

NONE

Signature of Authorized Representative of Bidder



SAMPLE CONTRACT

THIS AGREEMENT is made on the _____, 201_, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron St., Ann Arbor, Michigan 48104 (“City”) and

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 “COBBLESTONE FARM ROOF REPLACEMENTS” in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract	General Conditions
Compliance Forms	Standard Specifications
Living Wage Declaration of	Detailed Specifications
Compliance Forms	Plans
(if applicable)	Addenda
Bid Forms	
Proposal	
Contract and Exhibits	
Bonds	

ARTICLE II - Definitions

Administering Service area means Parks and Recreation Services

Supervising Professional means Sumedh Bahl or other persons acting under the authorization of the Director of the Administering Department.

Project means **Cobblestone Farm Roof Replacements - Bid No. 4255**

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately after the Contractor’s receipt of a fully executed Contract.
- (B) The entire work for this Contract shall be completed within 30 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 **\$100.00** for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

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

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

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of:

_____ Dollars \$ _____
Use words Use numbers

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the contract documents.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing..

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

FOR CONTRACTOR

By: _____

Its:

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Steven D. Powers, City Administrator

By _____
Sumedh Bahl, Community Services
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

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

SIGNED AND SEALED this _____ day of _____, 2012.

(Name of Surety Company)

(Name of Principal)

By

(Signature)

By

(Signature)

Its

(Title of Office)

Its

(Title of Office)

Name and address of agent:

Approved as to form:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

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

SIGNED AND SEALED this _____ day of _____, 2012.

(Name of Surety Company)	(Name of Principal)
By	By
(Signature)	(Signature)
Its	Its
(Title of Office)	(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 3 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) Drawings/Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Proposal.

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

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

1:814. Applicability.

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

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$11.83 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$13.19 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2012, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the year 20 12. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior

calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

Section 5 - Non-Discrimination

The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure 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 race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

- (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

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

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

Section 14 - Extension of Time

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

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

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

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

Section 15 - Claims for Extra Cost

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

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

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

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

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

Section 16 - Progress Payments

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

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

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

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

Section 17 - Deductions for Uncorrected Work

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

Section 18 - Correction of Work Before Final Payment

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

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

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

Section 19 - Acceptance and Final Payment

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

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

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

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

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

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;

- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

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

Section 20 - Suspension of Work

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

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

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

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

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

The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right to Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by

the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

Section 28 - Contractor's Insurance

- A. 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 from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. 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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. 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.

B. Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor.

Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

- D. Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company 's Key Rating Guide of ' A ' Overall and a minimum Financial Size Category of ' V '. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company 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 44

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, _____, represents that on _____ 20__, it was awarded a contract by the City of Ann Arbor, Michigan to _____ under the terms and conditions of a Contract titled _____.

The Contractor represents that all work has now been accomplished and the Contract is complete.

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

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

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

Contractor

By

(Signature)

Its

(Title of Office)

Subscribed and sworn to before me, on this _____ day of _____, 2012

_____, _____ County, Michigan

Notary Public

My commission expires on:

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. 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.

A copy of the Public Services Department Standard Specifications may be purchased from the Engineering Division, (Fourth Floor, City Hall, Ann Arbor, Michigan), for \$35.00 per copy. In addition, a copy of these Standard Specifications is available for public viewing at the Engineering Division office, for review Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m. In addition, a copy of these Standard Specifications is available for public viewing on the City of Ann Arbor Website:
www.a2gov.org/government/publicservices/project_management/privatedev/Pages/Standardspecificationbook.aspx

COBBLESTONE FARMS | SPECIFICATION
TICKNOR-CAMPBELL HOUSE & EVENT BARN
CEDAR SHAKE
SECTION 07320

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cedar shake roofing.
- B. Moisture shedding underlayment, eave, valley and ridge protection.
- C. Associated metal flashings.

1.02 RELATED SECTIONS

- A. Bid Alternate – 07318 Composite Roof Shake (Enviroshake)

1.03 REFERENCES

- A. ANSI/ASTM B209 - Aluminum-Alloy Sheet and Plate.
- B. ANSI/ASTM D224 - Smooth-Surfaced Asphalt Roll Roofing (Organic Felt).
- C. ANSI/ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- D. ANSI/ASTM D228 - Method Of Testing Asphalt Roll Roofing, Cap Sheets and Shingles.
- E. ANSI/ASTM D249 - Asphalt Roll Roofing Surfaced with Mineral Granules.
- F. ANSI/ASTM D2178 - Asphalt Impregnated Glass (Felt) Mat Used in Roofing and Waterproofing.
- G. ANSI/ASTM D2822 - Asphalt Roof Cement.
- H. ANSI/ASTM D3018 - Class A Asphalt Shingles Surfaced with Mineral Granules.
- I. ASTM A361 - Sheet Steel, Zinc-Coated (Galvanized) by the Hot-Dip Process for Roofing and Siding.
- J. ASTM B370 - Copper Sheet and Strip for Building Construction.
- K. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
- L. FS L-P-375 - Plastic Film, Flexible, Vinyl Chloride.
- M. NRCA - Steep Roofing Manual.
- N. RCSHSB - Grading Rules for Red Cedar Shingles and Handsplit Shakes.
- O. RIS - Standard Specifications for Grades of California Redwood Lumber.
- P. UL 580 - Tests for Wind Uplift Resistance of Roof Assemblies.
- Q. UL 790 - Tests for Fire Resistance of Roof Covering Materials.

1.04 SUBMITTALS

- A. SUBMITTAL PROCEDURES
 - 1. Transmit each submittal in electronic PDF format to Architect.
 - 2. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
 - 3. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

4. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
5. Schedule submittals to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items.
6. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
7. Provide 3" x 4" space for Contractor and Architect review stamps.
8. Revise and resubmit submittals as required, identify all changes made since previous submittal.
9. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

B. CONSTRUCTION PROGRESS SCHEDULES

1. Submit initial progress schedule in duplicate within 10 days after date of Owner-Contractor Agreement for Owner and Architect review.
2. Revise and resubmit as required.
3. Submit revised schedules with each Application for Payment, identifying changes since previous version.
4. Submit a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.

C. PROPOSED PRODUCTS LIST

1. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
2. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

D. SHOP DRAWINGS

1. Submit in electronic PDF form one complete set of shop drawings.

E. PRODUCT DATA

1. Submit one copy in electronic PDF format to Architect..
2. Mark copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

F. SAMPLES

1. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
2. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect selection.
3. Include identification on each sample, with full Project information.
4. Submit three samples of specified products in individual specification Sections; one of which will be retained by Architect/Engineer.

G. MANUFACTURER'S INSTRUCTIONS

1. Submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
2. Identify conflicts between manufacturers' instructions and Contract Documents.

H. MANUFACTURER'S CERTIFICATES

1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
2. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with Cedar Shake & Shingle Bureau (CSSB).
- B. Maintain one copy of document on site.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code for UL 580 wind uplift on shake types required.

1.07 MOCKUP

- A. Provide an in-place mockup (8' x 10' section), including eave protection, underlayment, shake installation and associated flashings.
- B. Mockup may remain as part of the Work, if approved by Architect.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Do not install eave edge (ice dam) protection when ambient temperatures are below 50 degrees F degrees.

1.09 EXTRA MATERIALS

- A. Provide 100 sq ft of extra shakes as specified.

1.10 SITE CONDITONS

- A. Apply roofing in dry weather. All roofing materials installed during rain shall be removed and replaced with dry materials at Contractor's expense.
- B. Contractor shall layout plastic, cloth or canvas tarping that will not easily tear from dropped debris to catch all falling debris during demolition and installation. Protection provided shall extend beyond eave or edge slide-off and/or drop-off areas a minimum of 10'-0". After removal, Contractor shall walk the area beyond and under the debris drop-off area to clean up all debris by use of a wheel-magnet and eye-sight.

The same protection shall be provided under and/or around dump truck or dump box locations at or along side the building.

- C. DO NOT apply roofing unless authorized by the City of Ann Arbor Project Representative when the working hours ambient temperature is below 32 degrees Fahrenheit. Under no circumstances will any seaming, flashing or adhesive activities be allowed when the ambient temperature is below 20 degrees Fahrenheit, or the wind chill factor is below 0 degrees Fahrenheit.
- D. Existing materials designated to remain, which are damaged or defaced as a result of the work shall be replaced at Contractor's expense to like new condition.
- E. Reinstall all rooftop mounted equipment in a watertight manner and repair any damage to sheet metal or other components related to connection and protection of the roof system.
- F. Protection of surfaces:
 - 1. Take every precaution to prevent water leakage, or debris falling into the building interior, or other such occurrences. Contractor is responsible for any damage to the building interior, or contents, during reproofing and construction.
 - 2. Provide special protection or avoid heavy traffic on completed work. Temporary walkways and work platforms shall be provided as necessary.
 - 3. Wall surfaces shall be protected with tarpaulins or other suitable cover to prevent damage, staining or discoloration that might result from operations such as removal, disposal, replacement or removing of equipment or materials to the roof surface. Windows, doorways, docks, walkways, etc. may require special protection measures.

4. Provide 3-sided enclosures at all building entry areas to allow access to the building during demolition and construction activity. Minimum enclosure construction requirements are as follows;
 - a. Building entry enclosure shall start at a minimum of 10'-0" beyond the building eave or edge slide-off and/or drop-off area.
 - b. Over-head: ¾" CDX plywood mechanically fastened or secured to minimum of 4 wood scaffolding planks securely fastened over properly braced walk-through steel scaffolding.
 - c. Side: ¾" CDX plywood mechanically fastened or secured to each side of the walk-through steel scaffolding to provide complete enclosure.

- G. Disposal of materials:

All materials to be disposed of shall be loaded directly into trucks by means that will prevent damage to existing or new surfaces and to control pollution. Free-fall of debris from heights over 15' will not be allowed. The Contractor is responsible for any charges, such as landfill fees, incurred for disposal of materials.

PART 2 PRODUCTS

- A. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- B. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- C. Upon notice, the contractor shall furnish evidence as to quality of materials.
- D. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the Architect for approval or disapproval; such approval or disapproval shall be made by the Architect prior to the opening of bids.

- E. Each contractor shall obtain written approval from the Architect for the use of products, materials, equipment, assemblies or installation methods claimed as equal to those specified prior to the opening of the bids. Applications for approvals shall be made by the contractor and not by subcontractors or material suppliers. When the submittal schedule provided is approved, no further substitutions will be permitted except in unusual or extenuating circumstances. If no list is submitted, the contractor shall supply materials specified.
- F. The Architect is the judge of equality for proposed substitution of products, materials or equipment.

2.01 SHAKES

- A. Cedar Shakes:
Cedar Shake & Shingle Bureau (CSSB) label Certi-Split Tapersplit Shakes; Blue Label Premium Grade.
Size: Lengths 18-inch; width 4" minimum, 14" maximum; thickness ½" (medium) and ¾" (heavy). Clear heartwood; 100 % edge grain; no defects; no flat grain permitted.
Roof Exposure: 18-inch shakes – 5 ½" (slopes of 1:3 or steeper).
- B. Hips and Ridge Caps
Cedar Shake & Shingle Bureau (CSSB) Certi-Ridge Tapersawn Hip and Ridge Units Number 1 Grade, Blue Label.
Size: Lengths 18-inch; thickness 5/8", ¾"; widths not less than 9" (measured on the inner surface at the butt end). 20 units per bundle.

2.02 SHEET MATERIALS

- A. Eave (Ice Dam) Protection: ASTM D1970; polyethylene surfaced, self adhering modified bitumen such as;
 - 1. W.R. Grace Ice and Water Shield
 - 2. GAF Weather Watch
 - 3. Or as approved
- B. Underlayment: ASTM D226, Type II; No. 30 asphalt saturated organic felt, non-perforated.

2.03 ACCESSORIES

- A. *SmartVent*: a rigid, corrugated plastic eave application which tapers from 3/4" to 1/8". Install *SmartVent* intake vent with Fabric Weather Guard per manufacturer's instructions. Manufacturer – DCI Products. www.dciproducts.com
- B. *SmartRidge II*: a 10 ½" wide rigid, corrugated plastic ridge application. Install *SmartRidge II* ridge exhaust vent with Fabric Weather Guard per manufacturer's instructions. Manufacturer – DCI Products. www.dciproducts.com
- C. Continuous Ventilation Product (Over Event Barn Structural Insulated Panels Only) Provide a continuous ventilation underlayment for Shake Construction. Install *Cedar Breather* per manufacturer's instructions. Manufacturer – Benjamin Obdyke. www.benjaminobdyke.com

- D. Shake Nails: Shakes shall be secured with two (2) stainless steel type 304 or 316 nails, or hot-dipped zinc coated galvanized nails conforming to minimum standard ASTM A 153 Class D (1.0 oz/ft) or better. Fasteners (2 per shake) shall be applied approximately ¾” from the edge and approximately 1 ½” above the exposure line. Fasteners shall be long enough to penetrate into the solid wood sheathing at least ¾” or all the way through. Nails must be driven flush with the surface of the Certi-label shake. Do not overdrive nail which can result in splitting of the shake.

2.04 COPPER FLASHING MATERIALS (TICKNOR-CAMPBELL HOUSE)

- A. Material: conform to ASTM B370 - Copper Sheet and Strip for Building Construction.; cold rolled copper, 20 oz/sq ft; 0.03 inches thick; natural finish.
- B. Bituminous Paint: Acid and alkali resistant type; black color.
- C. Fasteners: ASTM F1667, copper slating and flashing nails with 3/8” flat heads, diamond point and smooth shank conforming to ASTM F1667
- D. Nails of sufficient length to penetrate nailer at least 7/8” inch (22 mm)

2.05 ALUMINUM FLASHING MATERIALS (EVENT BARN)

- A. Material: ANSI/ASTM B209; 0.03 inch thick aluminum, shop pre-coated with silicone coating of color to match existing flashing.
- B. Bituminous Paint: Acid and alkali resistant type; black color.
- C. Fasteners: Standard round wire roofing type, hot dipped zinc coated steel; of sufficient length to penetrate through roof sheathing.

2.06 FLASHING FABRICATION

- A. Form flashings to protect materials from physical damage and shed water.
 - 1. Metal valleys: should be center crimped copper and should extend not less than 18” on each side of the valley centerline.
 - 2. Step Flashings: Form flashing to extend 4” minimum (each leg)
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
- C. Hem exposed edges of flashings minimum 1/4 inch on underside.
- D. Apply bituminous paint on concealed surfaces of flashings.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with manufacturer's written installation instructions and the following:
 - 1. CSSB's "Design and Application Manual for New Roof Construction."
 - 2. NRCA's "The NRCA Roofing and Waterproofing Manual," "The NRCA Steep Roofing Manual" Section, "Wood Shingle and Wood Shake Roofing" Chapter.

3.02 EXAMINATION

- A. Plan work and take whatever action is necessary to prevent dirt and debris from entering the building during removal of existing roofing materials. Remove all existing cedar shingles and related flashing to existing roof deck surface.
- B. Verify that existing wood blocking, curbs and nailers are securely anchored and that roof openings and penetrations are in place and set and braced.
- C. Verify that the substrate is clean, dry and free from sharp projections and depressions and that all surfaces and site conditions are ready to receive new materials.
- D. Verify that plumbing stacks and roof penetrations are in place, structurally supported and flashed to deck surface.
- E. Verify roof openings are correctly framed prior to installing work of this Section.
- F. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.03 PREPARATION

- A. **Remove all** existing cedar shingles, underlayment and related flashing to existing roof deck surface.
- B. Inspect roof deck for structurally compromised boards or sheathing due to deterioration, notify architect to inspect and accept or reject identified areas prior to removal and replacement.
- C. Fill knot holes and surface cracks with latex filler at areas of bonded eave protection.
- D. Broom clean deck surfaces.

3.04 INSTALLATION - EAVE (ICE DAM) PROTECTION

- A. Re-roofing: Remove existing shingle roof, roofing felts, nails, and fasteners from area to be covered, replace water-damaged sheathing and sweep roof deck thoroughly. Priming is not required for attachment to wood surfaces.
- B. Weather Conditions: Apply Eave Protection when the deck is DRY and air temperature is between 45°F and 120°F (7°C and 49°C).

C. Valley Installation:

1. Cut the Eave Protection Membrane into 10' – 20' (3.05m – 6.10m) lengths.
2. Starting at the bottom of the valley, center the leak barrier in the valley extending flush to the drip edge.
3. Fold membrane in half and remove one half-width of the release film.
4. Fold the membrane into place, taking particular care to bond to any existing substrate. Use care to keep the sheet straight to avoid wrinkling. Press membrane from the middle first before working towards the edge to eliminate bubbles.
5. Fold back the other half of the Protection Membrane on the other side of the valley and remove release film. Repeat step iv.
6. Continue up the valley, overlapping previous Protection Membrane sheets a minimum of 6" (152mm). Be sure that the membrane extends past the valley peak.

D. Eaves and Rakes Installation:

1. Install a drip edge at the eave, install drip edge prior to installing Eave Protection Membrane. At the rake, install Protection Membrane prior to installing drip edge.
2. Pre-cut the Protection Membrane roll into 10' – 20' (3.05m– 6.10m) lengths. Use care to avoid wrinkling.
3. Align the Protection Membrane flush to the drip edge.
4. Remove the top piece of release film and allow the membrane to roll down towards the edge of the roof. Position without blisters or wrinkles.
5. After positioning the top half of the sheet, bond this portion to the substrate.
6. Pull the leak barrier back up and remove the remaining half of the release film and bond well as before.
7. Continuing across the roof, install the next and any subsequent Eave Protection Membrane sheets in the same manner. Adjacent sheets must be installed with a 6" (152mm) end lap. After installing the membrane, firmly roll the end lap with a hand roller to insure a sound seam.
8. Install up the roof to a point at least 36" (610mm) past the interior warm inside wall.
9. If an additional course of leak barrier is required, it must overlap the first course of Eave Protection Membrane by at least 3" (76mm). Hand roll this lap area firmly to insure a watertight bond. When applying leak barrier in shorter lengths, remove the release film from the roll and then pull the sheet straight before aligning it on the roof.
10. Continue, overlapping previous Eave Protection Membrane sheets a minimum of 6" (152mm).

3.05 INSTALLATION - PROTECTIVE UNDERLAYMENT

- A. Install protective underlayment perpendicular to slope of roof and weather lap minimum 4 inches over eave protection. Contractor shall apply a 36" wide strip of minimum Type 30 ASTM Designation 226 (ASTM D 226) or ASTM Designation 4869 (ASTM D 4869) roofing felt at the eave line. An 18" wide strip of Type 30 roofing felt shall be applied over the top portion of the Certi-label shakes and extend onto the sheathing. Bottom edge of felt shall be positioned at a distance above the butt equal to twice the weather exposure.
- B. Weather lap and seal watertight with plastic cement, items projecting through or mounted on roof.

3.06 INSTALLATION - METAL FLASHING

- A. Install flashings in accordance with CSSB requirements.
- B. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.
- C. Secure copper flashing in place with copper slating and flashing nails 12 inches oc. Conceal fastenings.
- D. Flash and seal work projecting through or mounted on roofing with plastic cement, weather tight.
- E. Valleys: Place one layer of copper flashing, minimum 36 inches wide, centered over open valleys and crimped to guide water. Weather lap joints minimum 2 inches. Nail in place minimum 12 inches oc, one inch from edges with copper slating and flashing nails.
- F. Install metal step flashings at all transitions from horizontal to vertical surfaces. Flashings shall extend a minimum of 4" into each surface.
 - 1 Wood Siding Vertical Surface: Remove existing wood trim and/or siding as required for installation of stepped flashing. Install flashing to wall sheathing. Re-install (or replace deteriorated trim) over stepped flashing. Trim to be installed 2" minimum above cedar shakes.
 - 2 Stone / Masonry Vertical Surface: Install stepped flashing tight to masonry surface. Cut in reglet flashing into mortar joint. Overlap stepped flashing 2" minimum at joint. Finish with sealant.

3.07 INSTALLATION – CEDAR BREATHER (EVENT BARN ONLY)

- A. Tack down Cedar Breather. One tack (or nail) approximately every 3 square feet is per manufacturers instructions. Install with dimples down to present the flat side as the nailing surface. Do not lap layers of Cedar Breather. Each course should butt against previous course. Work from fascia to ridge just ahead of shake and felt installation to avoid walking directly on Cedar Breather (may be slippery, especially when wet).
- B. An 18" wide strip of 30 lb. roofing felt should be laid over the top portion of the shakes and extend onto the Cedar Breather. The bottom edge of the felt should be positioned above the butt of the shake at a distance equal to twice the weather exposure per manufacturer's installation instructions. Utilize a nail length that will allow for 3/4" penetration into sheathing. Allow 1/4" for Cedar Breather thickness.

3.08 INSTALLATION – SMARTVENT

- A. Ensure metal drip edge was previously installed. Provide a 1" wide slit (or a series of 1 ¼" holes 3" on center) into the existing sheathing or decking 6" to 7" up from the drip edge. Do not cut slit within 12" of any side end or valley/wall intersection. Do not cut through existing rafters framing.
- B. Place one half of the fabric on the roof side edge, even along the bottom of the drip edge. The remaining portion of the fabric should hang over the side edge of the roof. Nail the fabric in place.
- C. Lay a 3' section of SmartVent even with the drip edge and at the roof edges. Nail the SmartVent to the roof decking at the top edge with four (4) nails evenly spaced. Wrap the End Fabric tightly so it covers the outer edge of the SmartVent and nail in place. Nail the bottom of the SmartVent with four (4) nails spaced evenly along the "nail line" and matching the nails at the top of the SmartVent. Each 3' section of SmartVent requires a total of (8) nails. Nails should be stainless steel type 304 or 316 nails, or hot-dipped zinc coated galvanized nails (conforming to minimum standard ASTM A 153 Class D)
- D. Install eave (ice dam) protection over the SmartVent and commence installation of cedar shakes.

3.09 INSTALLATION – SMARTRIDGE II

- A. Provide a 1" slit (do not cut at least 12" in from the gable ends or other obstacles) on both sides of the roof peak away from any ridge beam.
- B. Upon installation of cedar shakes, attach SmartRidge II to the roof decking using stainless steel type 304 or 316 nails, or hot-dipped zinc coated galvanized nails (conforming to minimum standard ASTM A 153 Class D) through provided nailing strip (located approximately 2" from edge of the product). Fasteners shall be long enough to penetrate into the solid wood sheathing at least ¾" or all the way through.

Wrap the fabric around the end of a piece of SmartRidge II to achieve an equal amount of fabric is on top and on the bottom of vented opening.

- C. Center the SmartRidge II over the ridge opening. Wrap the fabric tightly around the end of the SmartRidge II piece. Fold SmartRidge II over the ridge and secure to the roof decking using stainless steel type 304 or 316 nails, or hot-dipped zinc coated galvanized nails (conforming to minimum standard ASTM A 153 Class D) through provided nailing strip (located approximately 2" from edge of the product). Fasteners shall be long enough to penetrate into the solid wood sheathing at least ¾" or all the way through.
- D. Attaching additional lengths of SmartRidge II can be accomplished through end-butting consecutive pieces of SmartRidge II until the desired length has been reached. End pieces can be field cut to fit flush with the gable end. Install gable end fabric. Locate Nails 1 ½" in from each edge and two additional nails spaced at 11" apart on each side totaling 8 nails per piece of SmartRidge II.
- E. Install Certi-Ridge shake ridge over SmartRidge II. Extend SmartRidge II to the end of the gable roof.

3.10 INSTALLATION – SHAKES

- A. Place Cedar Shakes in accordance with Cedar Shake & Shingle Bureau requirements to produce straight coursing pattern with the following standard exposure for roof slopes of 1:3 (4" in 12") or steeper: 5-1/2" for 18" shakes to produce triple thickness over roof area. Maximum recommended exposures must not be exceeded. Spacing between adjacent shingles (joints) shall be 3/8" nominal. Joints in any one course shall be separated not less than 1-1/2" from joints in adjacent courses, and in any three courses no two joints should be in direct alignment. The following application details must be observed:
1. The starter course may be one or two layers of cedar shakes overlaid with the desired shake. A 15" shake is made expressly for starter and finish courses.
 2. Butts of first course shakes should project 1 1/2" beyond the fascia and approximately 1" over the gable or rake end.
 3. The CSSB recommends using an 18" wide strip of Type 30 ASTM Designation 226 (ASTM D 226) or ASTM Designation 4869 (ASTM D 4869) 30 lbs roofing felt laid over the top portion of the shakes and extending on to the sheathing. The bottom edge of the felt should be positioned above the butt of the shake at a distance equal to twice the weather exposure. For example, 18" shakes, felt extends up 11" onto the sheathing forcing water to the surface.
 4. Spacing between adjacent shakes should be a minimum of 3/8" and a maximum of 5/8".
 5. Shakes shall be laid with a side lap of not less than 1 1/2" between joints in adjacent courses.
 6. Straight-split shakes should be laid with the froe-end (the end from which the shake has been split and which is smoother) towards the ridge.
 7. Shakes extending into the valley shall be sawed to the proper miter. Do not lay shakes with grain parallel with the centerline of valleys.

3.11 PROTECTION OF FINISHED WORK

- A. Do not permit traffic over finished roof surface.

3.12 CLEAN-UP AND RESTORATION

- A. Thoroughly clean-up all debris generated from construction project around project site and legally dispose of off site.
- B. Replace and restore trim and/or siding removed or disturbed by re-roofing activities, caulk and paint to match existing surfaces.
- C. Provide sealant at all flashings to masonry for watertight seal.

**3.13 ROOFING SCHEDULE
BASE BID**

Ticknor-Campbell House

Shingle	Certi-Split Tapersplit Shakes; Blue Label Premium Grade Certi-Ridge Tapersawn Hip and Ridge Units Number 1 Grade, Blue Label.
Flashing	Copper, 20 ounce, natural finish. (Valley, Drip Edge, Step Flashing)
Underlayment	Asphalt saturated organic felt, No. 30, non-perforated
Eave Protection	Polyethylene surfaced, self adhering modified bitumen
Accessories	SmartRidge II; SmartVent
Fasteners	Shakes: stainless steel type 304 or 316 nails, or hot-dipped zinc coated galvanized nails. Flashing: copper slating and flashing nails with 3/8" flat heads, diamond point and smooth shank

Event Barn

Shingle	Certi-Split Tapersplit Shakes; Blue Label Premium Grade Certi-Ridge Tapersawn Hip and Ridge Units Number 1 Grade, Blue Label.
Flashing	Aluminum – color to match existing.
Underlayment	Asphalt saturated organic felt, No. 30, non-perforated
Eave Protection	Polyethylene surfaced, self adhering modified bitumen
Accessories	SmartRidge II; SmartVent; Cedar Breather
Fasteners	Shakes: stainless steel type 304 or 316 nails, or hot-dipped zinc coated galvanized nails. Flashing: Standard hot dipped zinc coated steel; of sufficient length to penetrate through roof sheathing.

END OF SECTION

Adopted from the Cedar Shake and Shingle Bureau

NEW ROOF CONSTRUCTION MANUAL

General Design Details

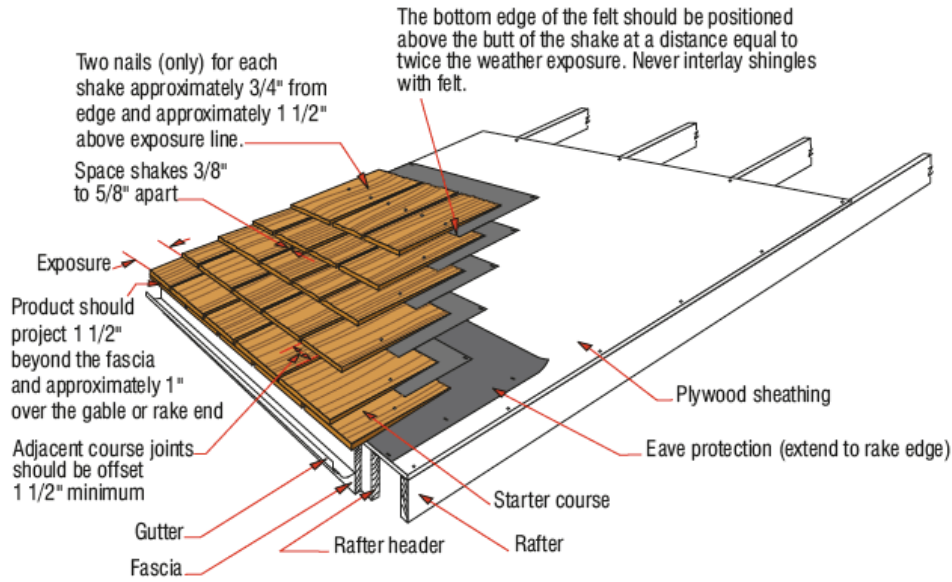


Figure 4: Certi-label Shake Application

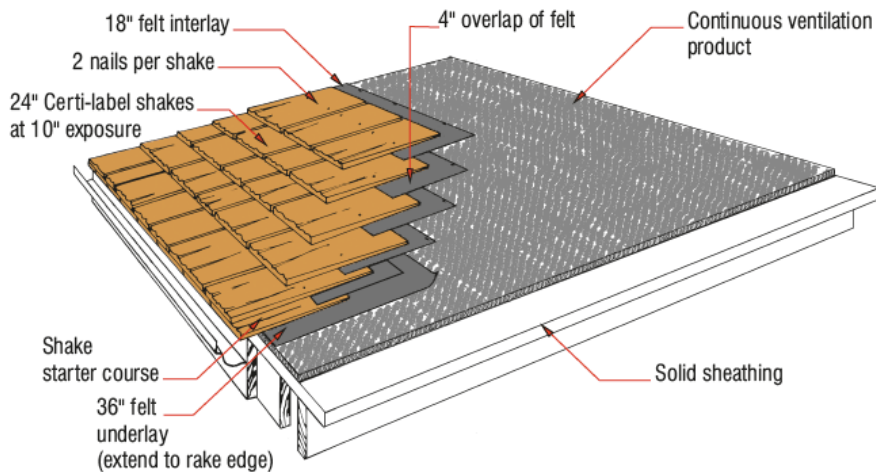


Figure 23c: Continuous Ventilation Product
(Option 4 Depicted)

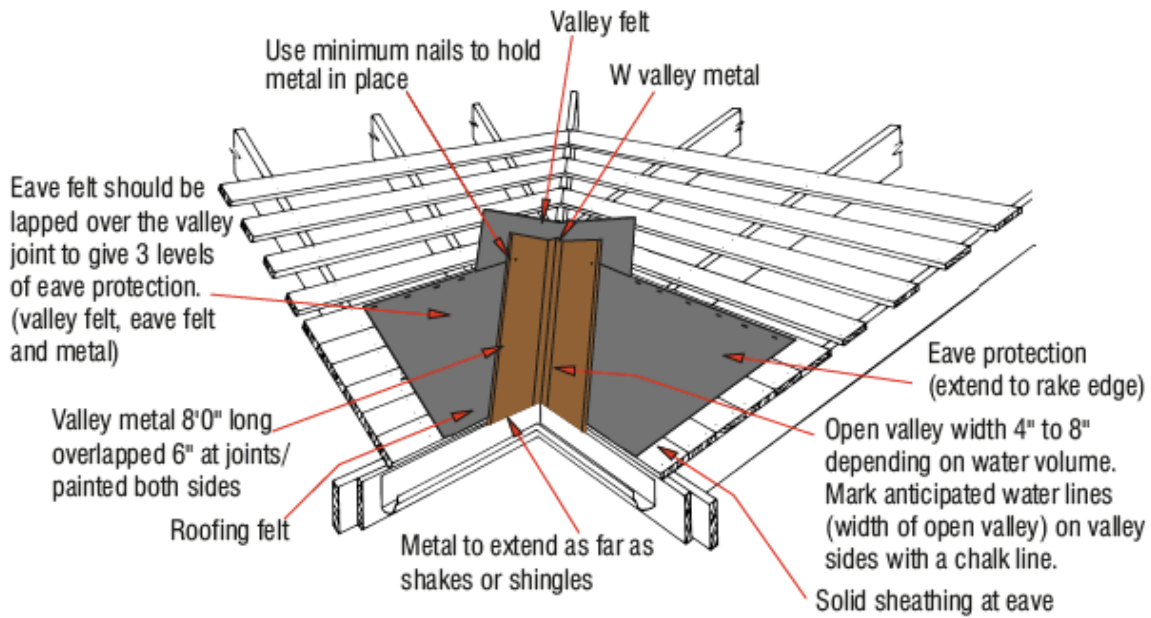


Figure 13a: Valley Metal

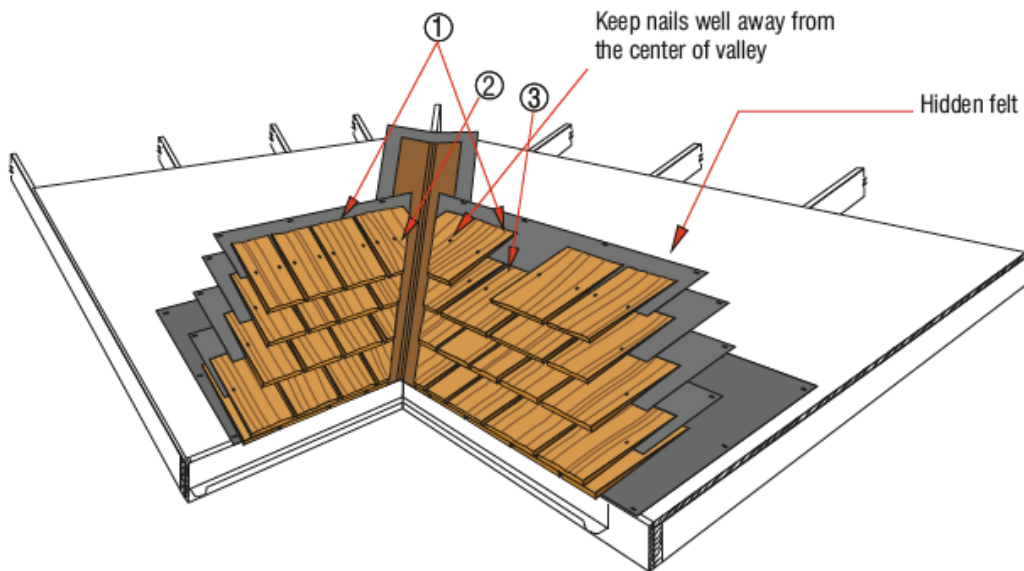


Figure 13c: Valley Product Application

Order of applying Certi-label shakes or shingles at valley:

1. Stop course line here

2. Place pre-cut valley piece so that cut-angle is positioned on the valley guide chalk line with tip on the course line.

3. Select product of the required width to complete the course of Certi-label shakes or shingles.

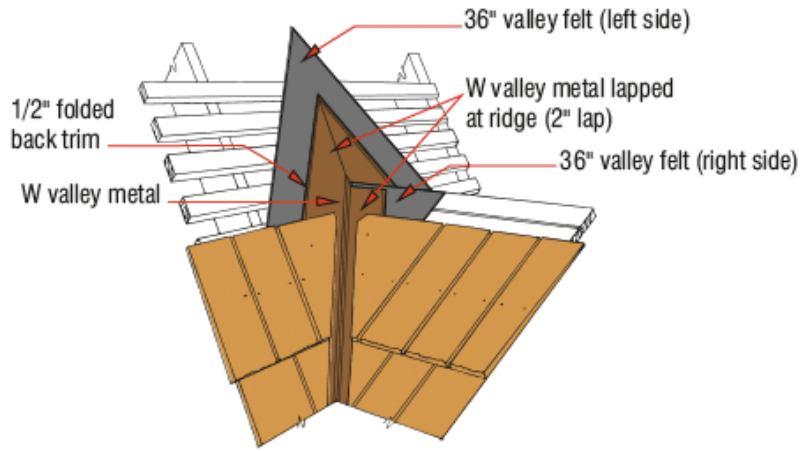


Figure 13b: Typical Saddle Flashing Detail



Figure 13d: Roof Valley Flashing Detail

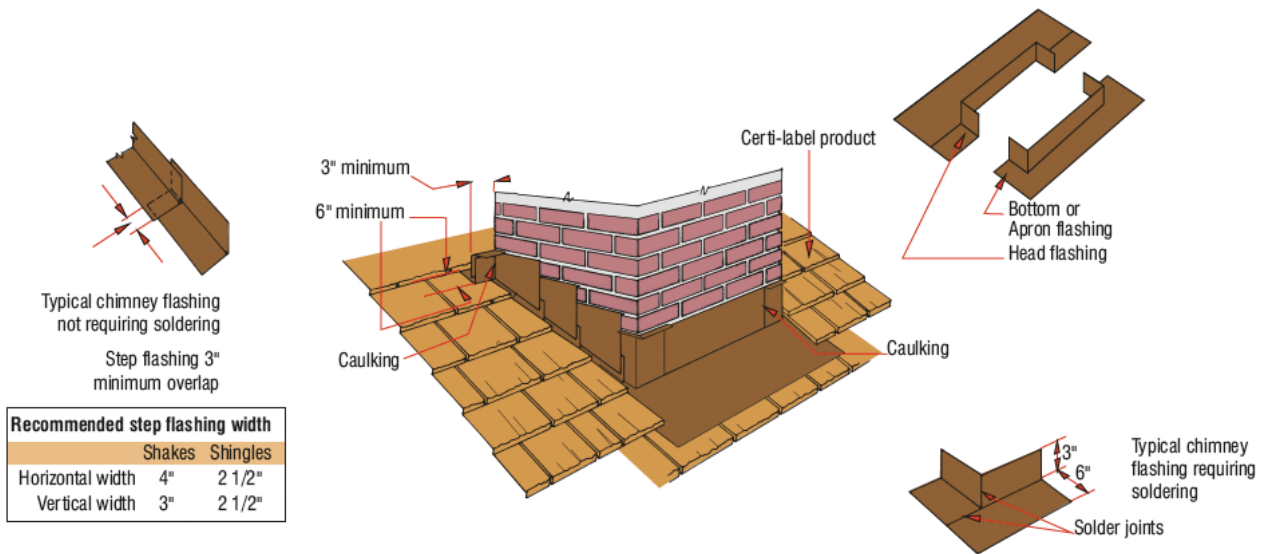


Figure 14c: Typical Projection Flashing

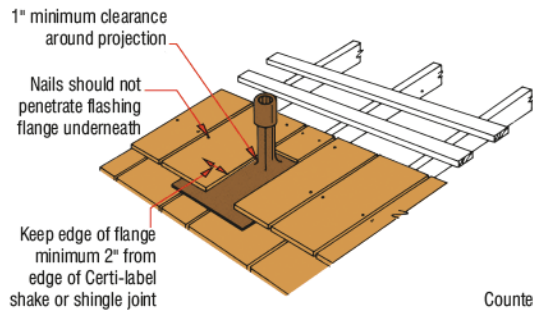


Figure 14d: Typical Projection Flashing

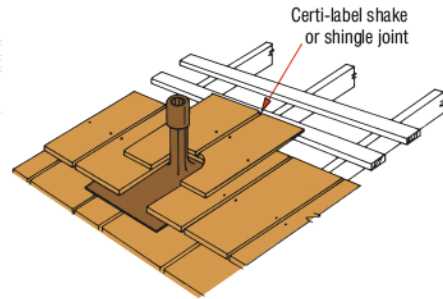


Figure 14e: Typical Projection Flashing

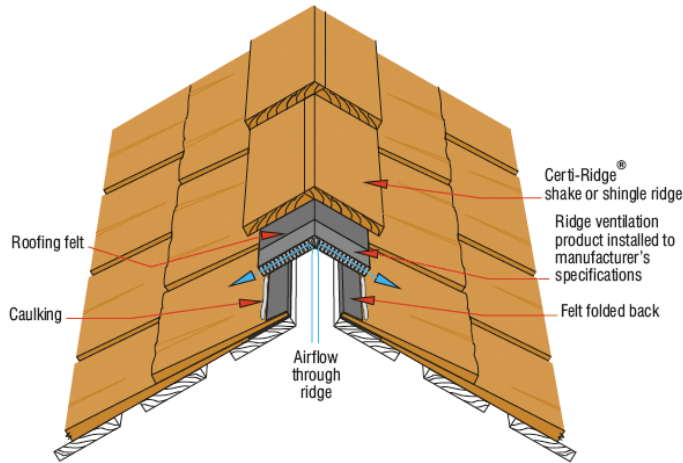
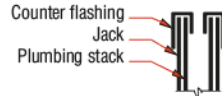
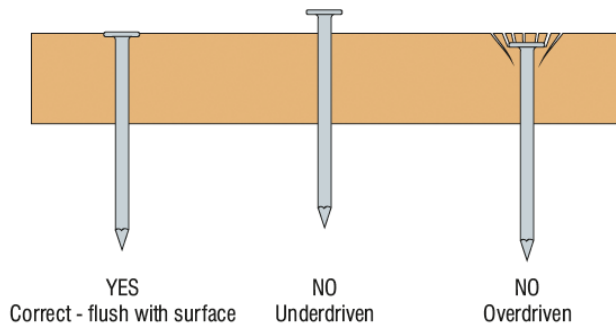


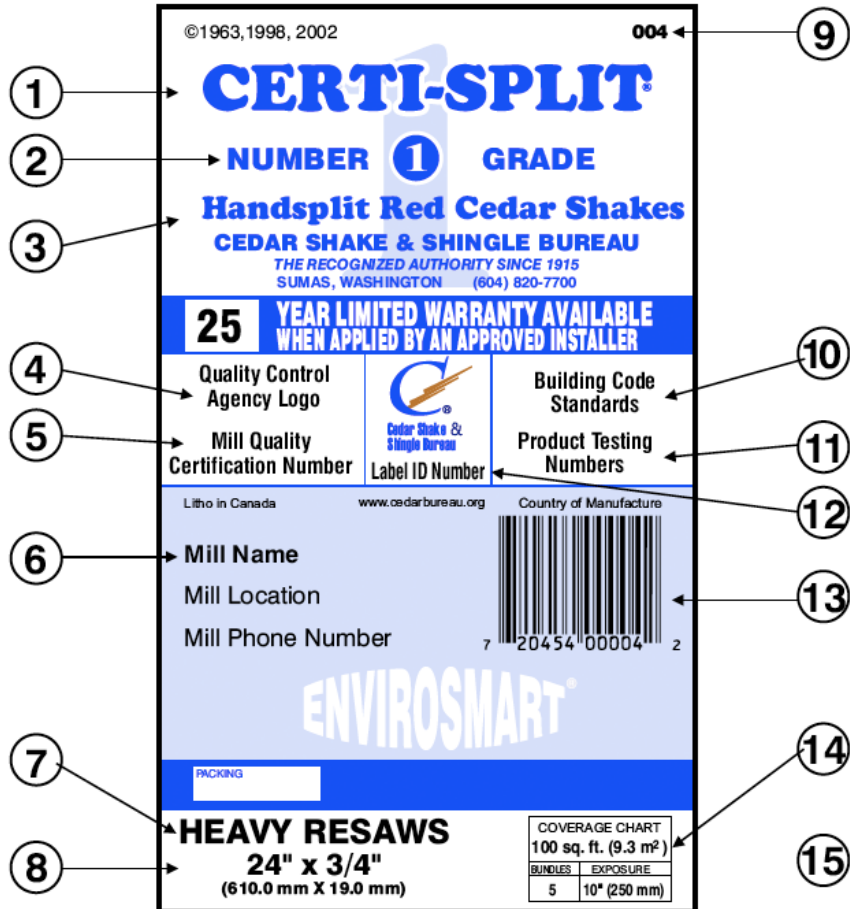
Figure 16: Ridge Ventilation Detail

CEDAR BREATHER APPLICATION



Fasteners	
Type of Certi-label Shake or Shingle	Nail Type and Minimum Length
Certi-Split & Certi-Sawn Shakes	
18" Straight-Split	5d Box 1 3/4
18" and 24" Handsplit and Resawn	6d Box 2
24" Tapersplit	5d Box 1 3/4
18" and 24" Tapersawn	6d Box 2
Certigrade Shingles	
16" and 18" Shingles	3d Box 1 1/4

READING THE CERTI LABEL



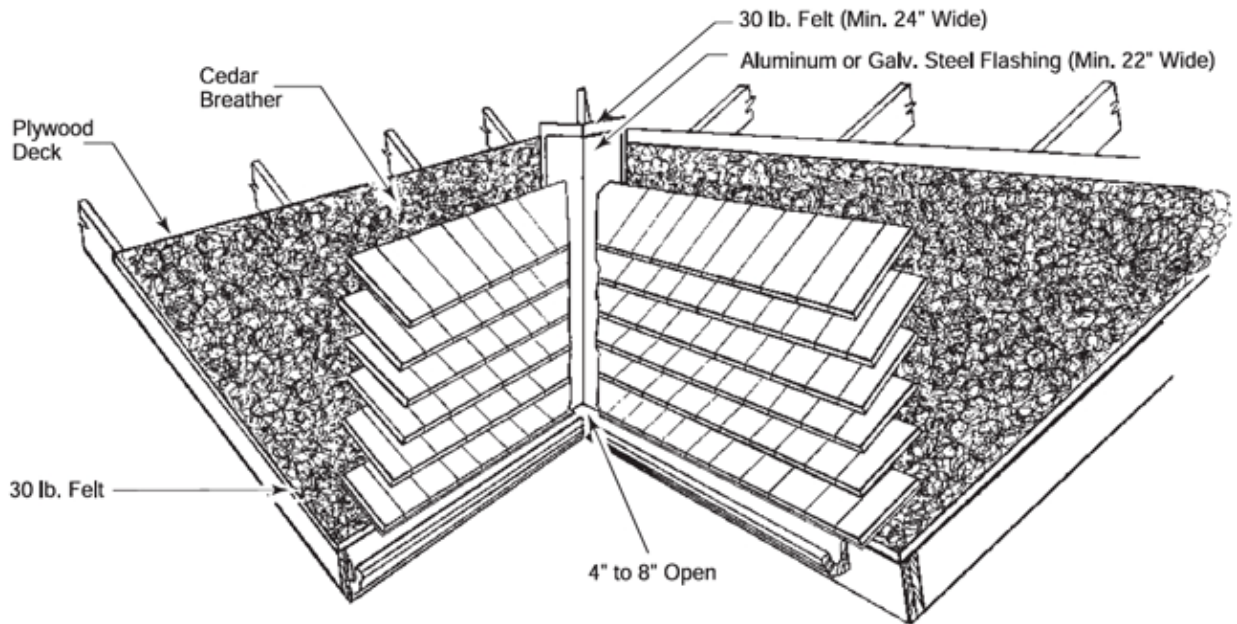
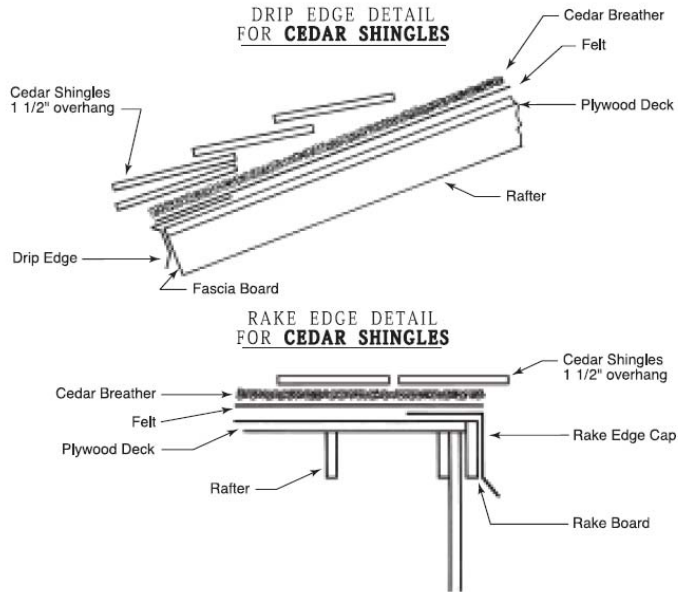
1. The "Certi" Brand Name - Your Quality Assurance
2. Product Grade
3. Product Type
4. Independent, 3rd Party, Quality Control Agency
5. This Number Shows Compliance with Total Quality Manufacturing System
6. Mill Name, Location, and Phone Number
7. Industry Product Description
8. Product Dimensions
9. Cedar Bureau Label Number
10. Building Code Compliance Numbers
11. Product Performance Tests Passed
12. Label Identification Number
13. UPC Code
14. Coverage Chart and Recommended Exposure
15. Application Instructions on Reverse Side

inFORM studio, p.c.

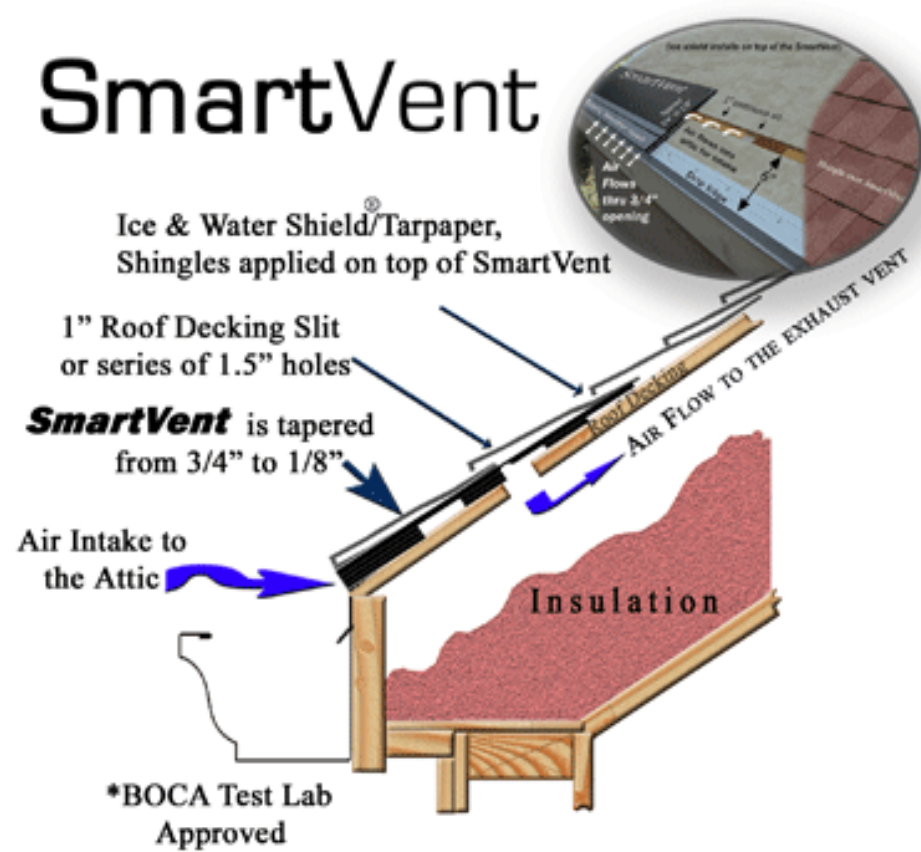
07320
Cedar Shakes

CEDAR BREATHER
General Design Details

www.benjaminobdyke.com



SMART RIDGE / SMARTVENT
General Design Details
www.dciproducts.com



COBBLESTONE FARMS | SPECIFICATION
BID ALTERNATE 01 – EVENT BARN
COMPOSITE ROOF SHAKE (ENVIROSHAKE)
SECTION 07318

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Enviroshake roofing.
- B. Moisture shedding underlayment, eave, valley and ridge protection.
- C. Associated metal flashings

1.02 RELATED SECTIONS

- A. Base Bid – 07320 Cedar Shake

1.03 REFERENCES

- A. ASTM 3161 Wind Resistance Testing
- B. ASTM C666-[97] Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing .
- C. ASTM D2794 -[93(1999)e1] Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- D. ASTM D570-[95] Water Absorption Testing.
- E. ASTM D570-[98] Standard Test Method for Water Absorption of Plastics.
- F. ASTM D1037-[99] Standard Test Methods for Evaluating Properties of Wood Base Fiber and Particle Panel Materials.
- G. CAN/CGSB-19.13M-M87- Sealing Compound, One Component, Elastomeric Chemical Curing.
- H. CAN/CGSB-51.32-[M77] Sheathing, Membrane, Breather Type.
- I. CRCA Guideline SH-1.
- J. CSA A123.3-[98] Asphalt Saturated Organic Roofing felt.
- K. CSA B111-[1974(R1998)] Wire Nails, Spikes and Staples.
- L. CSA O118.1-[97] Western Cedars, Shakes and Shingles.
- M. Michigan Building Code 2009
- N. Michigan Rehabilitation Code for Existing Buildings 2009

1.04 SUBMITTALS

- A. SUBMITTAL PROCEDURES
 - 1. Transmit each submittal in electronic PDF format to Architect.
 - 2. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
 - 3. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

2011.1940.01 City of Ann Arbor – Cobble Stone Farm Cedar Roof Replacement

4. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
5. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
6. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
7. Provide 3" x 4" space for Contractor and Architect/Engineer review stamps.
8. Revise and resubmit submittals as required, identify all changes made since previous submittal.
9. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

B. CONSTRUCTION PROGRESS SCHEDULES

1. Submit initial progress schedule in duplicate within 10 days after date of Owner-Contractor Agreement for Owners and Architect review.
2. Revise and resubmit as required.
3. Submit revised schedules with each Application for Payment, identifying changes since previous version.
4. Submit a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.

C. PROPOSED PRODUCTS LIST

1. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
2. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

D. SHOP DRAWINGS

1. Submit in electronic pdf format one complete set of shop drawings.

E. PRODUCT DATA

1. Submit one copy in electronic pdf format to architect.
2. Mark copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

F. SAMPLES

1. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
2. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer's selection.
3. Include identification on each sample, with full Project information.
4. Submit the number or samples specified in individual specification Sections; one of which will be retained by Architect.

G. MANUFACTURER'S INSTRUCTIONS

1. Submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
2. Identify conflicts between manufacturers' instructions and Contract Documents.

H. MANUFACTURER'S CERTIFICATES

1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
2. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.05 DESIGN CONDITIONS

- A. Minimum roof slope for application of this product is 4:12. There is no maximum limit and shakes may be applied vertically. Inform Consultant if any areas of roof appear to exceed limitations of the product.
- B. Obtain confirmation that the structural capacity of the roof is sufficient for applications of products of this section. At recommended exposure of 229 mm (9") and slope of 4:12, shakes will weigh 147 Kg per 9.3 square metres (325 lbs per 100 square feet). Obtain in writing from the Owner and submit to the Consultant prior to installation.
- C. Obtain confirmation that local codes have been met regarding roof ventilation prior to installation.

1.06 STORAGE AND HANDLING

- A. Deliver, handle, store and protect materials in accordance with manufacturer requirements.
- B. Provide and maintain dry, off ground weatherproof storage.
- C. Unpackage material only in quantities required for same day use.

- D. Avoid walking on roof shakes when moisture or frost is present.
- E. Do not stack skids of shake material more than 2 high.

1.07 MOCKUP

- A. Provide an in-place mockup (8' x 10' section), including eave protection, underlayment, shake installation and associated flashings.
- B. Mockup may remain as part of the Work.

1.08 WARRANTY

- A. Provide a 50 year material warranty from the shake manufacturer against defective product design or manufacture. Warranty registration is the responsibility of the installer.
- B. Include in the warranty a guarantee to replace defective material for a period of 5 (five) years from the completion date of the original installation. Guarantee to include all material, labor and hardware necessary for a complete installation.

1.09 UNUSED MATERIALS

- A. All unused shakes remain property of Owner.

1.10 EXTRA MATERIALS

- A. Provide 100 sq ft of extra shakes as specified.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Roof Shakes: composite roof shakes consisting of recycled plastics, fiber, rubber and engineered polymers and conforming to Regulatory Requirements listed in Clause [1.4] of this Section. Appearance to resemble taper split cedar shakes, 508 mm (20") long, varying widths, exposed surface striated for the first 229 mm (9") from the butt end and flat and smooth to the tapered end; dark gray in color.
Acceptable products:

ENVIROSHAKE INC. "Enviroshake" Roofing, manufactured by Enviroshake Inc., Chatham, Ontario, Canada.
- B. Ridge caps: identical material to field area shakes, but purpose made, 12" wide one piece shake, custom formed to the angle of the roof slope.

2.02 SHEET MATERIALS

- A. Eave (Ice Dam) Protection: ASTM D1970; polyethylene surfaced, self adhering modified bitumen such as W.R. Grace Ice and Water Shield, GAF Weather Watch or as approved.
- B. Roofing felt: Underlayment: ASTM D226, Type II; No. 30 asphalt saturated organic felt, non-perforated.

2.03 ALUMINUM FLASHING MATERIALS (EVENT BARN)

- A. Material: ANSI/ASTM B209; 0.03 inch thick aluminum, shop pre-coated with silicone coating of color to match existing flashing.
- B. Bituminous Paint: Acid and alkali resistant type; black color.
- C. Fasteners: Standard round wire roofing type, hot dipped zinc coated steel; of sufficient length to penetrate through roof sheathing.

2.04 ACCESSORIES

- A. Dry sheathing: standard dry sheathing paper to CAN/CGSB-51.32, single ply type, perforated.
- B. Nails: standard non corrosive roofing nails to CSA B111. See manufacturer’s installation instructions for lengths required. Normal length is 1 ½”.
- C. Sealants: construction grade high performance caulking.

PART 3 - EXECUTION

3.01 MANUFACTURER’S INSTRUCTIONS

- A. Thoroughly review manufacturer’s instructions and installation diagrams before proceeding with the work. Direct questions or concerns related to the installation procedures to the manufacturer at 1-866-423-3302 The manufacturer is not responsible for any costs incurred by the Contractor associated with improper installation procedures.

3.02 MATERIAL PREPERATION

- A. Shake material will arrive in bundles on skids. Open and thoroughly mix or “shuffle” the contents of a minimum of 10 to 15 bundles at a time on the ground before delivering to the roof. Apply shakes from this mix at random to insure a blended natural finished appearance. Select bundles at random by removing a portion from each skid to further vary the mix.
- B. **Remove all** existing cedar shingles, underlayment and related flashing to existing roof deck surface. Verify that existing wood decking, blocking, curbs and nailers are sound and securely anchored.
- C. Inspect roof deck for structurally compromised boards or sheathing due to deterioration, notify architect to inspect and accept or reject identified areas prior to removal and replacement.

- D. Verify that the substrate is clean, dry and free from sharp projections and depressions and that all surfaces and site conditions are ready to receive new materials. Include in bid price for repair of 100 sf of deck surface.

3.03 UNDERLAYMENTS AND FLASHINGS

- A. Nail a drip edge along eaves prior to application of eaves protection and underlayment. Provide the metal overhangs fascia by minimum ½" with minimum 2" flange extending onto roof decking. Nail to deck at 16" oc.
- B. Install minimum 72" wide eaves protection material at roof eaves, overlapping drip edge. Provide eaves protection material also over valleys and at projections through the roof such as skylights, mechanical vents and fans, as well as to parapets and dormers if any, prior to installing the metal flashings or roof accessories. Lap seams minimum 4".
- C. Where required, install roof ventilators and other accessories supplied by others over eaves protection material.
- D. Install sheet metal valley flashings if required over eaves protection material, minimum 600 mm (24") wide centered down valleys leaving 200 mm (8") of metal exposed. Nail as indicated in manufacturer's instructions. Provide step and apron flashings at chimneys, parapets or dormers on the slope. Provide 150 mm (6") overlap at flashing steps. Finish with bead of sealant.
- E. Cover the area of roof above the eaves protection with minimum 30lb felt with the bottom edge of felt overlapping the eaves protection material. Apply horizontally to roof slope by nailing. Install in one layer over all roof areas to receive shakes, excepting those areas already covered in eaves protection material. Provide 2" head laps and 4" side laps.
BID ALTERNATE: Cover area of roof above the eave protection membrane with eave protection membrane in lieu of 30lb felt. Lap seams 4" minimum.
- F. Nail drip edges along rakes after felt is laid. Nail top edges of felt strips into sheathing at approx. 6 ft center to center.

3.04 ROOF SHAKE APPLICATION

- A. Ensure surface condition, quality, thickness, support and fastenings of deck and roof edge lumber material over which the work of this Section is to be installed is as specified and is suitable to meet installation requirements.
- B. Install shakes in strict accordance with manufactures instructions unless indicated or specified otherwise in this Section. Obtain printed detailed instructions with diagrams available from the shake manufacturer. Generally, application procedures are similar to procedures for wood shingles and hand-split shakes set out in NBC and CSA O118.1, Appendix D. In cases of discrepancy with these standards, manufacturer's written instructions take precedence. Basic procedures outlined in the manufactures product literature includes the following:
 - 1. Provide a double starter course at all bottom edges, including vertical areas.

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2. Install in straight, single courses. Maximum exposure to be 229 mm (9").
3. Secure all shakes with a minimum of 2 (two) nails, regardless of shake width. A power-nailer is suitable for use in installation. Drive nails flush but do not crush the shake surface. Adhere to manufacturer's recommended nail spacing.
4. Space the shakes a minimum of 9.5 mm (3/8") apart and stagger joints as described. Minimum overlap between joints below to be 38 mm (1 1/2").
5. Beginning with the first full course of shakes, install felt underlayment strips over the top portion of each shake so felt covers the top 75 mm (3") of the shake, and continue up the roof, laying felt over the top portion of each consecutive row of shakes. Project underlayment strips 38 mm (1 1/2") over drip edge at eaves and 19 mm (3/4") at gable ends.
6. Cut shakes to fit properly with 25 mm (1") clearance around roof projections, along the rake, in valleys, and beside flashing. Use only uncut factory edges kept flush along rake and gable ends and where ends are otherwise exposed.
7. At ridges apply caps over eaves protection material unless ridge ventilators are specified. Maintain 229 mm (9") maximum exposure and fasten in a similar manner as the others. At valleys saw shakes parallel to valley centre line. Do not break joints into valley.

3.05 CLEAN-UP AND RESTORATION

- A. Thoroughly clean-up all debris generated from construction project around project site and legally dispose of off site.
- B. Replace and restore trim and/or siding removed or disturbed by re-roofing activities, caulk to match existing surfaces.

**3.06 ROOFING SCHEDULE
BID ALTERNATE**

Event Barn

Shingle	Composite Roof Shakes.
Flashing	Aluminum – color to match existing.
Underlayment	Asphalt saturated organic felt, No. 30, non-perforated Bid Alternate: Eave (Ice Dam) Protection
Eave Protection	Polyethylene surfaced, self adhering modified bitumen
Fasteners	Per Manufacturers recommendation

END OF SECTION

**APPENDIX A
FAIR EMPLOYMENT PRACTICE**

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts there from:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure 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 race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.

- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

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

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE MAY 1, 2012-ENDING APRIL 30, 2013

\$12.17 per hour

If the employer provides health care benefits*

\$13.57 per hour

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

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

ENFORCEMENT

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

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

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

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

For Additional Information or to File a Complaint Contact:

**Linda Newton, Procurement Officer
734/794-6576 or Lnewton@a2gov.org**

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

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

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

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

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.
 - b) Please check the boxes below which apply to your workforce:
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
 - d) To provide the City payroll records or other documentation as requested; and,
 - e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name	Address, City, State, Zip
Signature of Authorized Representative	Phone (area code)
Type or Print Name and Title	Email address
Date signed	

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6576

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

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

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

To complete the form:

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

For assistance in completing the form, contact:

City of Ann Arbor Procurement Office at
734-794-6576

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

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													