

AGREEMENT BETWEEN THE CITY OF ANN ARBOR AND THE  
REGENTS OF THE UNIVERSITY OF MICHIGAN FOR RIGHT-OF-WAY  
OCCUPANCY BY CONDUIT FACILITIES  
WITHIN WASHINGTON HEIGHTS STREET

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 ("City"), and the Regents of the University of Michigan, a Michigan Constitutional corporation whose address is 326 E. Hoover, Ann Arbor, Michigan 48109 ("University").

The University owns the parcels described on Exhibit 1 (the "University Property").

In recognition of and premised in part on the nature of the University as Constitutional corporation, the City grants to the University the right to install, maintain, alter, repair and reconstruct Conduit Facilities (the "*FACILITIES*") to be owned and used by the University within City right-of-way locations sited herebelow and in the manner shown by the attached approved construction plans attached as Attachment A and for the benefit of the University Property is given upon the following terms and conditions, to which the University agrees:

1. Premises (hereafter "The Premises"):

The *FACILITIES* shall be located within the following area and as described more specifically on the attached approved construction plans (Attachment A):

Within the right-of-way of Washington Heights Street.

The *FACILITIES* shall be located, constructed, altered, maintained, repaired and replaced on and in The Premises in the horizontal and vertical locations as described and detailed on the approved construction plans identified as Underground Conduit, Drawing Number C01-C03 dated October 31, 2011, and approved on October 31, 2011 (Attachment A).

No material departure shall be made at any time therefrom except upon permission in writing granted by the City.

2. Serviced Premises.

The premises serviced by the *FACILITIES* are located at the street address of 1444 Washington Heights, Ann Arbor, Michigan 48104 (“Serviced Premises”). The University shall provide the City with written notice of any expansion of the Serviced Premises.

3. Use.

The University may use The Premises only as follows:

- A. The University must comply with all applicable laws, regulations and ordinances.
- B. The University must comply with the requirements of “Miss Dig” as set forth in MCL 460.701 through MCL 460.718.
- C. The Right of Occupancy is intended for the University only.
- D. The Right of Occupancy is not transferable to successors or assigns except that the University, with the written permission of the City (which will not be unreasonably delayed, conditioned or withheld), may transfer use to (i) a successor public university or another governmental entity or to a parent entity or an entity under common control with the University, provided no entity other than an authorized transferee or the University owns and occupies the Serviced Premises or (ii) on a temporary basis to the State of Michigan Building Authority.

4. Duration.

A. In recognition of the expenditure of funds by the University in connection with the construction and maintenance of the *FACILITIES*, the University’s reliance on the Right of Occupancy granted by the City, and the purposes for which the University will be installing the *FACILITIES* and using The Premises, the rights granted under this Agreement shall be deemed and construed as transferring to the University a right in the nature of a real estate or real property interest in land as defined in and limited by this Agreement and as limited by the laws of the United States and the State of Michigan. The rights granted by this Agreement are intended to be perpetual unless one or more of the following events occurs, in which case the City may terminate the rights granted under this Agreement early by providing written notice to that effect to the University:

- 1. The University breaches the conditions of use.

2. The University fails to pay any fee or costs under this Agreement when due.
3. The University fails to maintain all required insurance.
4. The University has failed to commence construction of the FACILITIES within one year after execution of this Agreement and diligently pursue the work to completion, unless delayed by the City or force majeure.
5. The University's use under this Agreement ceases for a period of five (5) years.
6. The University abandons either the FACILITIES or The Premises.
7. The University ceases to own and occupy the Serviced Premises (except in the case of temporary ownership by the State of Michigan Building Authority), unless the Right of Occupancy is transferred to a successor or assign who owns and occupies the Serviced Premises in accordance with Paragraph 3.D (i).
8. The parties mutually agree it is no longer desirable or necessary to maintain this Agreement.
9. If the interest of the City in The Premises is of such a nature that it may be terminated by operation of law, then this Agreement and the University's Right of Occupancy shall expire upon any such termination

If any of the terminating events described in (1)-(4) above occurs, the City agrees to give the University notice and a reasonable opportunity to cure before actually terminating this Agreement.

- B. Upon termination of the rights granted under this Agreement or upon the removal or abandonment of the *FACILITIES*, all rights of the University shall cease and terminate, and this instrument shall, after twelve (12) months, become and be null and void, without any liability on the part of either party to the other party except only as to any liability accrued prior thereto. This twelve month period (the "Removal Period") is not intended to be an additional cure period, but instead to provide the University with adequate time to remove the *FACILITIES* (unless they are to be abandoned in place) and its personal property from The Premises. The University agrees to either (i) remove the *FACILITIES* and all related hardware and to return The Premises to a condition that is equal to or better than that which existed prior to the installation of the *FACILITIES*, or (ii) abandon the *FACILITIES* in place if that would be

less intrusive to The Premises, provided that abandonment must be consented to by the City, all at its expense, within the Removal Period. Unless the *FACILITIES* are to be abandoned in place, within 90 days from the date of the terminating event and before the removal of the *FACILITIES*, the University must present a removal schedule for approval by the City. If the University fails to remove the *FACILITIES* or abandon them in place within that time or such other time as may be agreed to in writing between the parties, the City may remove the *FACILITIES* at the expense of the University.

5. Fee.

The University shall pay fees as follows:

- A. The University paid a City Plan Review Fee of \$1495 on September 19, 2011.
- B. The University shall pay all direct costs incurred by the City for plan review, as well as the City's inspection and permitting fees.
- C. No Fee will be due for the rights granted under this Agreement. Following completion of the installation of the *FACILITIES*, however, the University agrees that if the City performs work in the Washington Heights Street right-of-way in the vicinity of the *FACILITIES* and incurs additional costs solely because of the *FACILITIES*, the University will reimburse the City its Costs (as defined in the next sentence) to perform that work. "Costs" shall mean the actual, direct additional costs paid or payable in accordance with the established accounting procedures generally used by the City and which the City utilizes in billing third parties for reimbursable projects, including the following: (i) internal labor costs , including wages, salaries, benefits and overhead (provided that overhead shall be as calculated by standard City practices and that all such costs will be charged based on the hourly rates of the employees on the project), and (ii) other direct costs including costs billed to and paid by the City by a third party performing work for and under the supervision of the City and including materials and other out of pocket expenses on a direct pass-through basis.

6. Installation and Maintenance Requirements.

The University agrees to the following installation and maintenance requirements:

- A. The Premises and *FACILITIES* shall be used only to serve property owned by the University or temporarily conveyed by the University to the State of Michigan Building Authority.

- B. Any area disturbed during the *FACILITIES* installation or any maintenance activity, shall be promptly restored or repaired to a condition as good or better than that which existed immediately prior to the installation or maintenance activity.
- C. Proper traffic control, where and when applicable, shall be maintained in accordance with current Public Services Department's Standard Specifications during all construction or maintenance activity.
- D. The work of constructing, maintaining, and/or removing of the *FACILITIES* shall be done under the following conditions:
  - 1. The University agrees to take all reasonable precautions to minimize damage to The Premises and any other property, real or personal, of the City and of third parties located within The Premises and shall at all times be obligated to maintain properly The Premises.
  - 2. The University and/or the University's Contractor's access to and ingress and egress from The Premises will occur during the normal business hours, unless the City provides prior authorization for access outside of normal business hours.
  - 3. Except in the case of emergency, the University shall provide the City with a minimum of five (5) business days notice prior to the commencement of any construction or maintenance activity and such notice may be given in writing, fax or telephone addressed to:

Public Services Area  
Project Management Services Unit  
301 E. Huron Street  
Ann Arbor, Michigan 48104  
Telephone: (734) 794-6410  
Fax: (734) 994-1744

In case of emergency, the University shall provide notice to the City prior to the commencement of maintenance activity by [insert title and how to contact]. In the event of a dangerous or life-threatening situation, the University shall take the actions necessary to ensure the public's safety and will notify the City at the earliest opportunity.

- 4. If the University desires or is required by any regulatory body duly constituted and appointed in compliance with the laws of Michigan

or the United States of America and having jurisdiction in the premises, to revise, add to or alter in any manner whatsoever, the *FACILITIES*, the University shall submit plans to the City and/or any other necessary party and obtain written approval before any work or alteration of the *FACILITIES* is performed and the terms and conditions of the rights granted under this Agreement with respect to the original construction shall apply thereto.

- E. The *FACILITIES* placed within The Premises shall be placed in a manner that does not damage The Premises or other property, real or personal, of the City, including water, sanitary sewer, storm sewer, lighting, bridges, signal and communication facilities, or of third parties located within, under, or adjacent to The Premises in a manner that would interfere with their continued use for their intended purpose and the University shall be liable for all repairs that are necessary to The Premises and to such other property. In the event of damage to The Premises or other property of the City, the University shall notify the City promptly of the damage and repairs shall be made in a manner acceptable to the City. In the event of damages to the property of a third party, the University shall notify the third party promptly and repairs shall be made in a manner acceptable to the third party.
- F. The City reserves the right to perform any and all needed temporary repairs or remedial actions in the event of a dangerous or life-threatening situation that arises due to the installation of the *FACILITIES*. The City shall give the University prompt notice of any such dangerous or life-threatening situation and shall follow that notice up with documentation of the event. The University shall reimburse the City for all costs the City incurs in performing such repairs or remedial actions.
- G. A reproducible copy (Mylar) and an AutoCAD electronic file of the “as built” plans of the *FACILITIES* installation shall be submitted to the City within thirty (30) days after the *FACILITIES* has been installed.
- H. The University shall reimburse the City for costs and expenses incurred by the City while the University is actively constructing, maintaining, repairing and/or removing the *FACILITIES* to the extent necessitated by that work.
- I. The University shall provide complete engineering and inspection services during the course of the installation of the *FACILITIES* such that The Premises is not adversely impacted in any substantial manner during installation and during restoration of The Premises following installation. For the purposes of this agreement an adverse impact shall be understood to mean a change, alteration, disturbance, or any other such impact that would prevent The Premises, or any portion thereof,

from performing after installation and restoration as it was originally intended or to the level that it would be capable of performing should the “impact” not have occurred.

The services to be provided are more specifically described as follows:

Engineering Services to be provided for the purpose of protecting The Premises against adverse impact include, but are not limited to, preparation of all design drawings related to the installation and construction of the *FACILITIES*; review and approval of any required shop drawings prepared relating to the installation or construction; review, and recommendation for acceptance by the City, of any and all materials used in the construction of the *FACILITIES* relating to The Premises or the operation thereof; construction layout and staking of the utility and/or repairs and replacements to The Premises related to the installation of the *FACILITIES*; and, field conflict reviews and recommendations for any needed plan revisions or deviations as required to properly install the *FACILITIES* in accordance with City of Ann Arbor or other relevant standards as determined appropriate by the City.

Inspection services to be provided for the purpose of protecting The Premises against adverse impact, including inspection of all materials prior to its installation in The Premises; rejection of any materials that do not fully meet the project requirements; and complete material and density testing services including, but not limited to:

Concrete: mix design reviews and approvals; entrained air, slump, temperature, and unit weight; molding and testing of compressive and/or flexural strength specimens for the purposes of material acceptance and/or verifying that open to traffic requirements have been fulfilled;

HMA: mix design reviews and approvals; complete volumetric properties testing as described in the 2003 MDOT Standard Specifications; extraction and gradation, bitumen content, crushed particle counts, and in-place density verification;

Granular and Aggregate Materials: Proctor and sieve analysis of all materials used (AASHTO T-180 and ASTM C-136-06 and D-1140-00) complete with written reports; in-place density testing of all materials placed at locations, depths, and frequencies as approved by the City; and recommendations for the treatment and stabilization of any unsuitable soils encountered during the performance of the work.

Complete inspection and documentation of all materials placed, methods employed by the Contractor, and results achieved pursuant to the installation and construction of the *FACILITIES*, including, but not limited to, all work performed pursuant to the restoration of The Premises; review all traffic control items placed for the construction of the work within The Premises for conformance with the design plans and direct any changes required so that both vehicular and pedestrian traffic can be safely maintained throughout the construction influence area at a level consistent with that maintained at similar projects undertaken by or for the City; coordination with the appropriate City staff during the installation and construction of the utility to eliminate, or minimize, any service interruptions caused as a result of the work; inspection of final pavement markings placed; and, documentation of all relevant activities relating to the installation of the *FACILITIES* on a daily basis (unless a different frequency is approved by the City) on forms meeting the approval of the City.

All work performed that impacts The Premises shall meet the requirements of the City of Ann Arbor Public Service Area Standard Specification for Construction, the then current Michigan Department of Transportation Standard Specifications, and any other relevant specifications included by reference.

7. Maintenance of The Premises.

The University acknowledges and agrees that during the life of this agreement that the City may from time to time perform removal, replacement, widening, and/or other required work to protect and maintain The Premises. The City shall provide sufficient advance notice of such work to the University. The University agrees that it will cooperate with the City on a reasonable basis for and during the performance of such work. The University, as determined necessary by the City on a reasonable basis, shall perform any needed work to ensure that its *FACILITIES* do not adversely impact any required removal, replacement, widening or other required work to protect and maintain The Premises. Work to be performed by the University may include, but not be limited to, temporary protection, removal, relocation and replacement of the *FACILITIES*, or other such work as may be deemed reasonable and appropriate to facilitate the City's need to protect and maintain The Premises. The University agrees to use reasonable efforts to perform its work in accordance with the schedule requirements established by the City. The University agrees to be responsible for all costs associated with the temporary protection, removal, relocation and replacement of the *FACILITIES*.



## 8. Reimbursement/Insurance.

The University agrees to the following:

- A. The University will make payments owed under this Agreement upon receipt of an invoice for and documentation supporting such expenses. If an expense required by this Agreement to be paid by the University to the City remains unpaid sixty (60) days after the invoice and supporting documentation is sent to the University, interest shall accrue at the statutory rate for contracts.
- B. The University shall furnish the City with certificates of self-insurance or of other insurance evidencing insurance coverage for the following:
  1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes.
  2. Commercial General Liability Insurance. There shall be no added exclusions or limiting endorsements including but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage. 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; and \$2,000,000 products and completed operations aggregate.
  3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages. 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 accident as respects bodily injury liability or property damage liability, or both combined.
  4. Documentation acceptable to the City Attorney showing the insurance is in effect shall be filed with the City prior to any on-site work.

## 9. Warranties.

- A. The University warrants that it is the owner of the Serviced Property and will remain the owner except in the case of temporary conveyances to the State of Michigan Building Authority.
- B. The University warrants that it will not allow the use of The Premises except as permitted by this Agreement.

C. The signatory below warrants that he/she has full authority to enter into this agreement on behalf of the University.

10. Other Permits Required.

The University at its sole risk, cost and expense shall obtain all permits and approvals which may be necessary or appropriate and the University shall assume all cost, expense and responsibility in connection with said permits and approvals, without any liability whatsoever on the part of the City.

11. Miscellaneous.

A. Terminology. As used in this Agreement, the term "University" shall include the officers, contractors, and agents of The Regents of the University of Michigan.

B. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed, governed and enforced in accordance with the laws of the State of Michigan.

C. Severability. If any term, obligation or condition of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Agreement or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation or other provision of this Agreement is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provision of this Agreement unless expressly so provided.

D. Waiver. The waiver by the nonbreaching party of any breach of any term, covenant, obligation or condition here contained by the breaching party shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained. Neither party shall be deemed in breach of this Agreement unless the nonbreaching party gives the breaching party notice specifying what would otherwise be the breach and the breaching party does not effect a cure within thirty (30) days.

E. Third Party Beneficiary. Nothing contained in this Agreement shall be construed as to confer upon any other party the rights of a third party

beneficiary. No other persons or entities may enforce it for their benefit nor shall they have any claim or remedy for its breach.

- F. Entire Agreement. The entire agreement between the City and the University with respect to University's rights in The Premises is set forth in this Agreement and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, with respect to the University's use of The Premises other than as set forth herein. No change or modification of any of the terms, obligations or provisions of this Agreement shall be valid unless in writing and signed by the parties.
- G. Fees and Costs. The City agrees that neither the amount of nor the basis for any fees, costs, or charges of any kind for which it seeks payment under this Agreement will ever exceed that applied to any other person permitted to install facilities in a City-controlled right-of-way. Likewise, the City agrees to use reasonable efforts to mitigate the need for and amount of any costs it incurs for which it will seek reimbursement from the University.
- H. Claim Resolution Process. If either party believes it has a claim for property damage or personal injury against the other, it shall notify the other party of its claim promptly, and the parties shall attempt to resolve the claim within the then current claim resolution process in place, if any, between them.
- I. Mutual Cooperation; Consent. The parties agree to mutually cooperate with one another in good faith to effectuate the intents and purposes of this Agreement and to avoid unduly hindering one another in connection with the construction, alteration, maintenance, repair, and replacement of the FACILITIES. When consent of a party is required under this Agreement, that consent shall not be unreasonably withheld, delayed, or conditioned.

For City of Ann Arbor, a Michigan  
municipal corporation

For the Regents of the  
University of Michigan,  
a Michigan constitutional corporation

By: \_\_\_\_\_  
John Hieftje,  
Its: Mayor

By: \_\_\_\_\_  
Timothy P. Slottow  
Its: Executive Vice President and Chief  
Financial Officer

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

STATE OF MICHIGAN            )  
  ) ss:  
COUNTY OF WASHTENAW        )

On the \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared John Hieftje and Jacqueline Beaudry, who acknowledged under oath that they are the Mayor and City Clerk, respectively, of the City of Ann Arbor, a Michigan municipal corporation, and as such were authorized to and did execute this instrument on behalf of the City.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss:  
COUNTY OF WASHTENAW        )

On the \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_, who acknowledged under oath that he is the \_\_\_\_\_ for the Regents of the University of Michigan, a Michigan constitutional corporation, and as such was authorized to and did execute this instrument on behalf of the corporation.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Approved as to substance:

\_\_\_\_\_  
Steven D. Powers, City Administrator

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

Approved as to form:

---

Stephen K. Postema, City Attorney

This Instrument in cooperation with:  
The City of Ann Arbor, a Michigan municipal corporation  
301 E. Huron Street  
Ann Arbor, Michigan 48104

When recorded return to:

Judy Kirkdorffer  
University of Michigan AEC Real Estate Office  
326 East Hoover Avenue  
Ann Arbor, Michigan 48109-1002

**EXHIBIT 1**  
**UNIVERSITY PROPERTY**

**Legal Description for 09-09-28-100-006 (1444 Washington Heights)**

LOT 22 EXC PARC W SIDE BEING 5.3 FT ON S END AND .70 FT ON N END  
AND ALSO PARC W SIDE LOT 23 BEING 4 FT 3 INS AT S END AND RUN TO  
PT NE COR LOT 22 WASHINGTON HEIGHTS ADDITION

**Legal Description for 09-09-28-101-007 (1433 Washington Heights)**

PRT NE 1/4 SEC 28 T2S R6E BD N BY NYC RR R/W & HURON RIVER E BY  
CITY OWNED PROPERTY (09-28-101-006) S BY WASHINGTON HTS NL  
FOREST HILL CEMETERY W BY N & SL SEC 28 & EL FOREST HILL  
CEMETERY EXC THAT PORTION OWNED BY THE CITY Split on 02/15/2007  
from 09-09-28-101-001

Parcel ID Numbers: 09-09-28-101-007 and 09-09-28-100-006

**ATTACHMENT A  
CONSTRUCTION PLANS**

**U OF M PROJECT NO. P000005426**

**UM Ronald McDonald House CVLP11014 10/31/2011**

**Plans attached.**

# Land Improvements

## Ronald McDonald House IT Conduit

Medical Campus University Of Michigan Ann Arbor, MI  
**U OF M PROJECT NO. P00005426**

### Project Overview

THIS PROJECT INVOLVES THE CONSTRUCTION OF A TELECOMMUNICATIONS DUCT ROUTE FROM ARBOR HEIGHTS ACROSS WASHINGTON HEIGHTS TO THE RONALD McDONALD HOUSE AND THE BURNAM HOUSE.

### Applicable Codes

CITY OF ANN ARBOR STANDARD SPECIFICATIONS FOR CONSTRUCTION  
 MDOOT STANDARD SPECIFICATIONS FOR CONSTRUCTION  
 U.M. DESIGN GUIDELINES AND STANDARD DETAILS



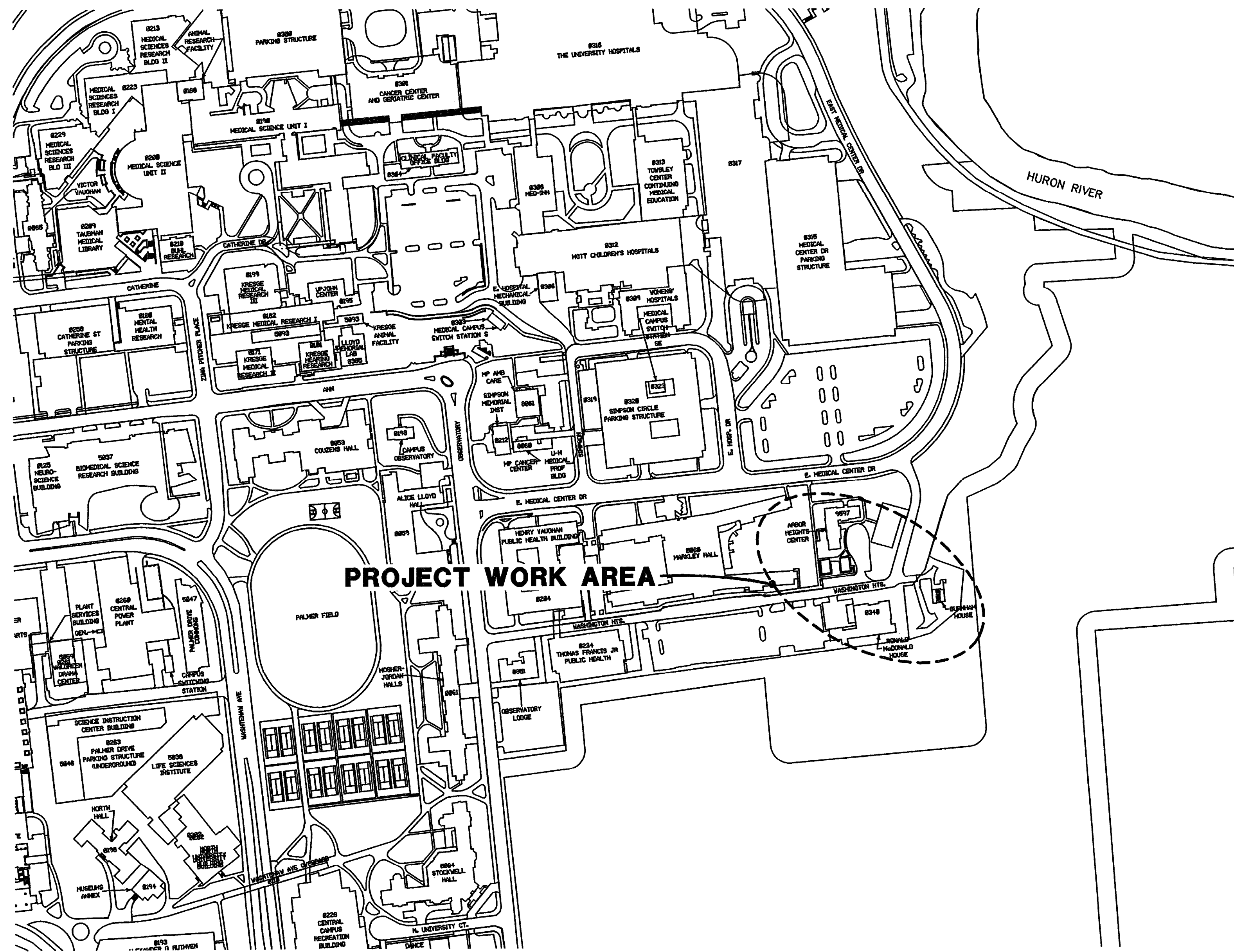
THE UNIVERSITY OF MICHIGAN  
 ARCHITECTURE, ENGINEERING &  
 CONSTRUCTION

326 EAST HOOVER STREET  
 ANN ARBOR, MI 48109-1002

**MIDWESTERN CONSULTING**  
 Civil, Environmental and Transportation Engineers  
 Planners, Surveyors  
 Landscape Architects  
 3815 Plaza Drive  
 Ann Arbor, Michigan 48108  
 Phone: 734.995.0200  
 Fax: 734.995.0599

THE UNIVERSITY OF MICHIGAN  
 ARCHITECTURE, ENGINEERING &  
 CONSTRUCTION

UNIVERSITY PLANNERS OFFICE  
 326 EAST HOOVER STREET  
 ANN ARBOR, MI 48109-1002



### NOTES AND SPECIAL CONDITIONS:

- Contact Miss Dig prior to excavation at 811. Underground utility information shown per company records should be considered approximate locations. Call "MISS DIG" for accurate field location.
- Lawn areas that are disturbed during installation are to be restored with 4" of quality topsoil, seed and mulch. Site restoration to be paid lump sum.
- Maintain 38" vertical and 72" horizontal clearance from all public utilities.
- Sidewalk removal necessary for this project to be accomplished in complete flags and replaced in kind per jurisdictional specifications (8" concrete typical) with 4000 psi, 5-7% air entrained, 1.5 lbs/cy fibersh, clear curing compound. Site restoration to be paid as lump sum. All sidewalk to be removed shall be sawcut at the removal limits.
- Excavations below hard surfaces to be backfilled with MDOOT CL II granular material in 8" layers to 10" below pavement, well compacted to 98% of its maximum unit weight at a moisture content less than saturation. Site restoration is to be paid as lump sum.
- Asphalt patch, if necessary, to be saw cut square and replaced with 10' 21AA limestone, compacted to 98%, and 3" 11A base, 2" 1300T wearing. Site restoration is to be paid as lump sum. All pavement and curb to be removed shall be sawcut at the removal limits.
- Hand holes to be Quazite PD style, or approved equal. The proposed conduits are to enter the hand holes through the walls and not up through the bottom. Contact Mike Hiler (734) 938-3623 regarding any conduit penetration issues.
- All spoils are to be hauled off-site the same day or provide temporary soil erosion control measures. Tracking onto hard surface areas is to be swept as needed, daily as a minimum. Inlet filters are to be installed prior to any earth disturbance and removed upon established restoration.
- All work, equipment, spoils, etc. are to be on UM property and outside of the public ROW.
- Contractor shall provide all pedestrian and vehicular traffic control signage for UM review and approval prior to commencing work.
- Utility work within ROW shall be coordinated with the City of Ann Arbor for lane closures and will require city permits. The UM project manager will pull permits.
- Install tree protection fencing around trees near site work. Fencing should form complete circumference.
- No activity, including parking, driving of vehicles and storage of materials will be allowed within the tree protective zones.
- Removal and replacement of all site elements including signs, kiosks, plaques, memorial benches and trees are included in site work contract.
- All site elements damaged during construction will be removed and replaced or repaired to preconstruction conditions.
- Install One (1) 3" ID HDPE with tracer wire and pull string - directional bore minimum 36" depth.
- Tie-in to existing vault and existing manhole at project limits.
- Maintain two-way vehicular traffic. Provide vehicular and pedestrian traffic control per MMUTCD for temporary lane closure on two lane road (signage and flag persons, as necessary). Notify Owner 72 hours in advance of pedestrian and traffic impacts.
- Install inlet protection fabric at each adjacent and down grade catch basin within the proximity to areas of excavation. If inlet protection becomes damaged or full of sediment, inlet protection will be replaced immediately.
- Soil erosion controls (silt fence as needed and inlet filters) are to be installed prior to any soil disturbance and maintained daily.
- Permanent soil erosion measures will be erected within 5 days of restoration of earth disturbance.
- Excess slurry is to be recovered using a vac-all truck.
- Sweep access roads to eliminate debris caused by equipment/construction operations.
- Contractor is responsible for maintaining landscaping during warranty period.
- Discharge of water, dust, debris, or washout from concrete or asphalt work into the storm or sanitary sewers is prohibited.
- Water used during concrete and asphalt work must be contained and collected for proper disposal.
- Fiber and installation of fiber by Owner.
- Contact UM Electrical Inspector for inspection and acceptance of the work.
- A mandrel, appropriately sized, will be successfully pulled through each conduit prior to Owners acceptance.
- Coordinate with PM to have UM Telecommunications present for cooring handhole to approved core location.

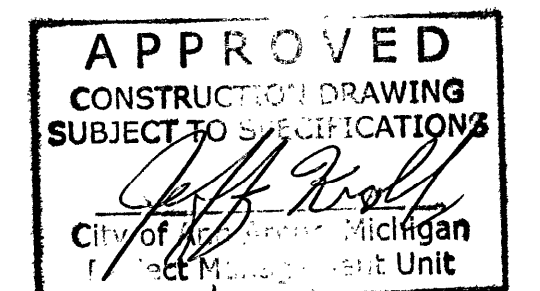
### Index Of Sheets

- New or Revised Sheet In This Issue
- Non-Revised Sheet In This Issue

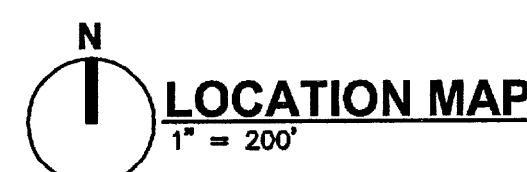
Sheet No.	Sheet Title	Page	Issue
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C03	Soil Erosion Control and Misc. Details	4	of 4

### BENCHMARK

- B.M. #1 - NORTH SIDE TOP OF CONC. LIGHT POLE BASE ON SOUTH SIDE OF WASHINGTON HEIGHTS DRIVE; +/- 150' WEST OF RONALD McDONALD HOUSE = 888.28 NAVD88
- B.M. #2 - SET IRON ROD AT NE CORNER OF WALK ENTRANCE TO NICHOLS ARBORETUM = 864.39



THE OMISSION OF ANY STANDARD DETAILS DOES NOT RELIEVE THE CONTRACTORS OF THEIR OBLIGATION TO CONSTRUCT ITEMS IN COMPLETE ACCORDANCE WITH PUBLIC SERVICES DEPARTMENT STANDARD SPECIFICATIONS.



10/31/2011

CHP11-014

UM Ronald McDonald House



**STORM SEWER SCHEDULE**

- R-1  
RIM=880.75  
12" S. INV=877.75
- R-2  
RIM=880.83  
12" E. INV=875.73  
12" W. INV=875.83  
12" N. INV=877.43  
12" S. INV=877.33
- R-3  
RIM=881.14  
12" S. INV=878.14  
12" N. INV=878.04
- R-4  
RIM=883.01  
12" N. INV=878.36
- R-5  
RIM=865.80  
12" N. INV=862.50
- R-6  
RIM=865.81  
12" N. INV=862.01  
12" S. INV=861.61  
12" W. INV=860.11  
12" E. INV=859.96
- R-7  
RIM=865.55  
12" N. INV=862.55
- R-8  
RIM=864.73  
12" NE. INV=856.83  
12" SE. INV=858.73  
12" W. INV=857.43
- R-9  
RIM=863.18  
12" NW. INV=859.73
- R-10  
RIM=862.88  
12" NW. INV=858.78  
12" SW. INV=859.08

**WATER MAIN SCHEDULE**

- W-1  
RIM=864.21  
16" E & W INV=860.71
- W-2  
RIM=864.98  
6" N & S INV=859.95

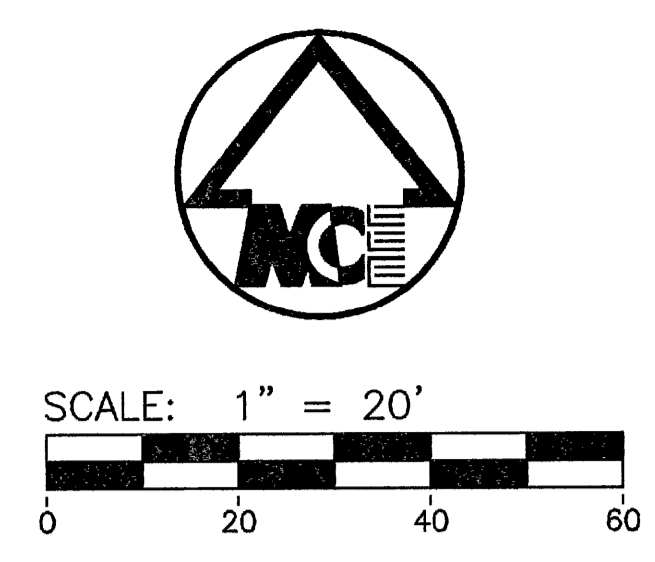
**SANITARY SEWER SCHEDULE**

- S-1  
RIM=866.65  
6" N. INV=857.95  
8" W INV=857.85  
10" NE INV=857.65
- S-2  
RIM=863.60  
UNABLE TO OPEN

**TELECOM BOXES**  
TELECOM BOXES FOR NON-VEHICULAR AREAS (UTIL 2, 4 & 5) TO BE QUAZITE HANDHOLE PG3048BA36-CA OPEN BOTTOM 30X48X36.  
TELECOM BOXES FOR TRAFFIC AREAS (UTIL 3) TO BE QUAZITE HANDHOLE PG3048BA36-HA OPEN BOTTOM 30X48X36.

**LEGEND**

- 838 EXIST. CONTOUR
- x836.2 EXIST. SPOT ELEVATION
- o-U.P. EXIST. UTILITY POLE
- EXELEC. TRANSFORMER
- OH EXIST. OVERHEAD UTILITY LINE
- EXELEC. LIGHT POLE
- e EXIST. ELECTRIC LINE
- g EXIST. GAS LINE
- w EXIST. WATER MAIN
- EXHYDRANT
- EXGATE VALVE IN WELL
- EXGATE VALVE IN WELL
- EXCURB STOP & BOX
- POST INDICATOR VALVE
- EXSTORM SEWER
- EXCATCH BASIN OR INLET
- CULVERT
- EXSANITARY SEWER
- SIGN
- TELEPHONE RISER
- GAS METER
- POST
- SINGLE TREE
- FENCE
- SECTION CORNER
- FOUND MONUMENT
- CONTROL PT.
- CATCH BASIN INLET FILTER

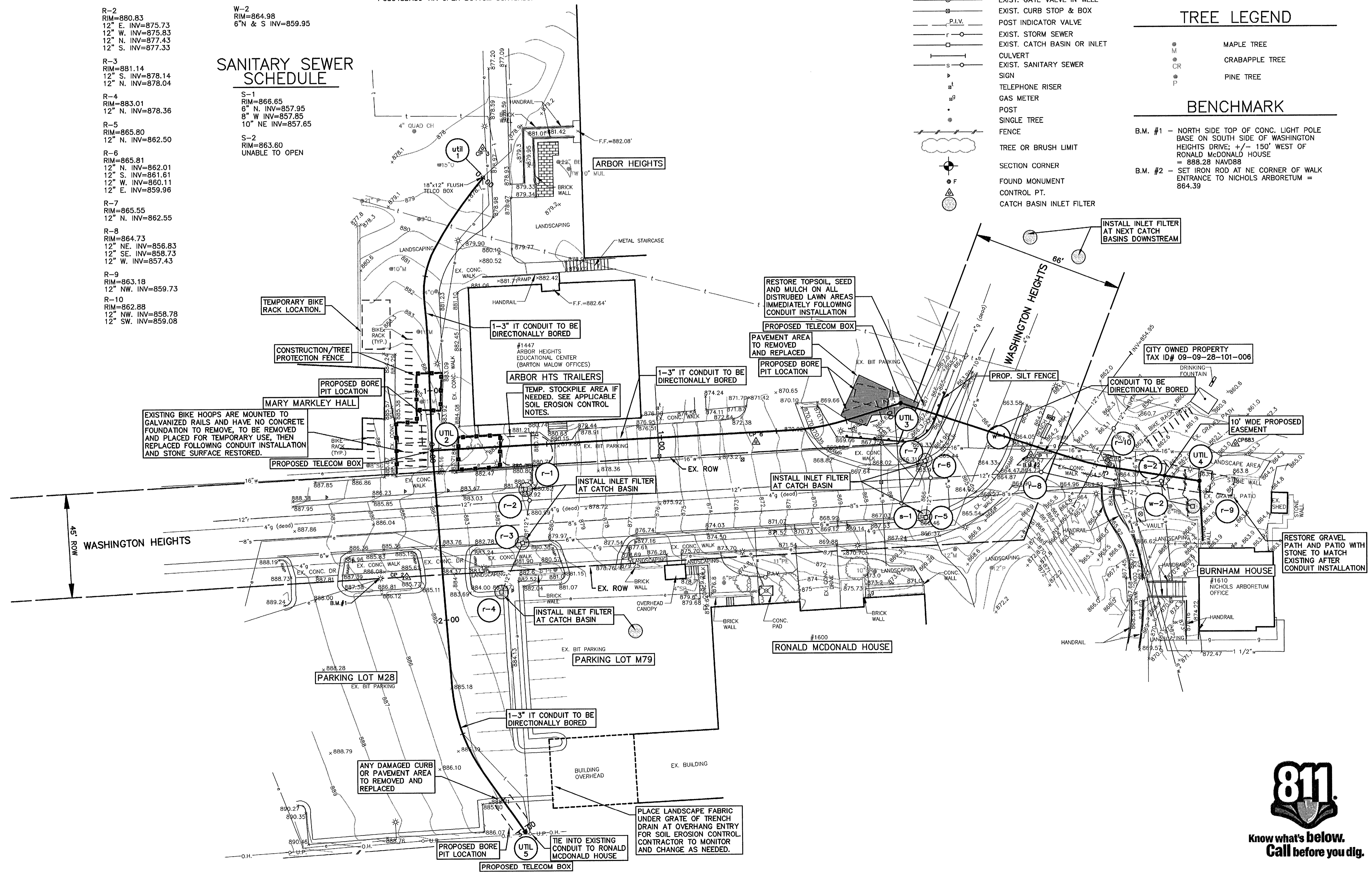


**TREE LEGEND**

- M MAPLE TREE
- CR CRABAPPLE TREE
- P PINE TREE

**BENCHMARK**

- B.M. #1 - NORTH SIDE TOP OF CONC. LIGHT POLE BASE ON SOUTH SIDE OF WASHINGTON HEIGHTS DRIVE; +/- 150' WEST OF RONALD McDONALD HOUSE = 888.28 NAVD88
- B.M. #2 - SET IRON ROD AT NE CORNER OF WALK ENTRANCE TO NICHOLS ARBORETUM = 864.39



**DHARMESH JOSHI**  
U OF M DESIGN SUPERVISOR

APPROVED BY  
**UNIVERSITY PLANNER'S OFFICE**  
REPRESENTING

DRAWN BY \_\_\_\_\_ PROJECT LEAD \_\_\_\_\_  
DESIGNED BY \_\_\_\_\_ REVIEWED BY \_\_\_\_\_

CD SUBMITTAL	10-31-11
REVISED PER CITY COMMENTS	10-12-11
3D SUBMITTAL	9-13-11
ISSUED FOR REVISIONS	DATE

**Ronald McDonald House IT Conduit**

**University Of Michigan Ann Arbor, MI**

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P000005426  
U OF M PROJECT NO. \_\_\_\_\_ BLDG NO. \_\_\_\_\_

**Utility and Soil Erosion Control Plan**

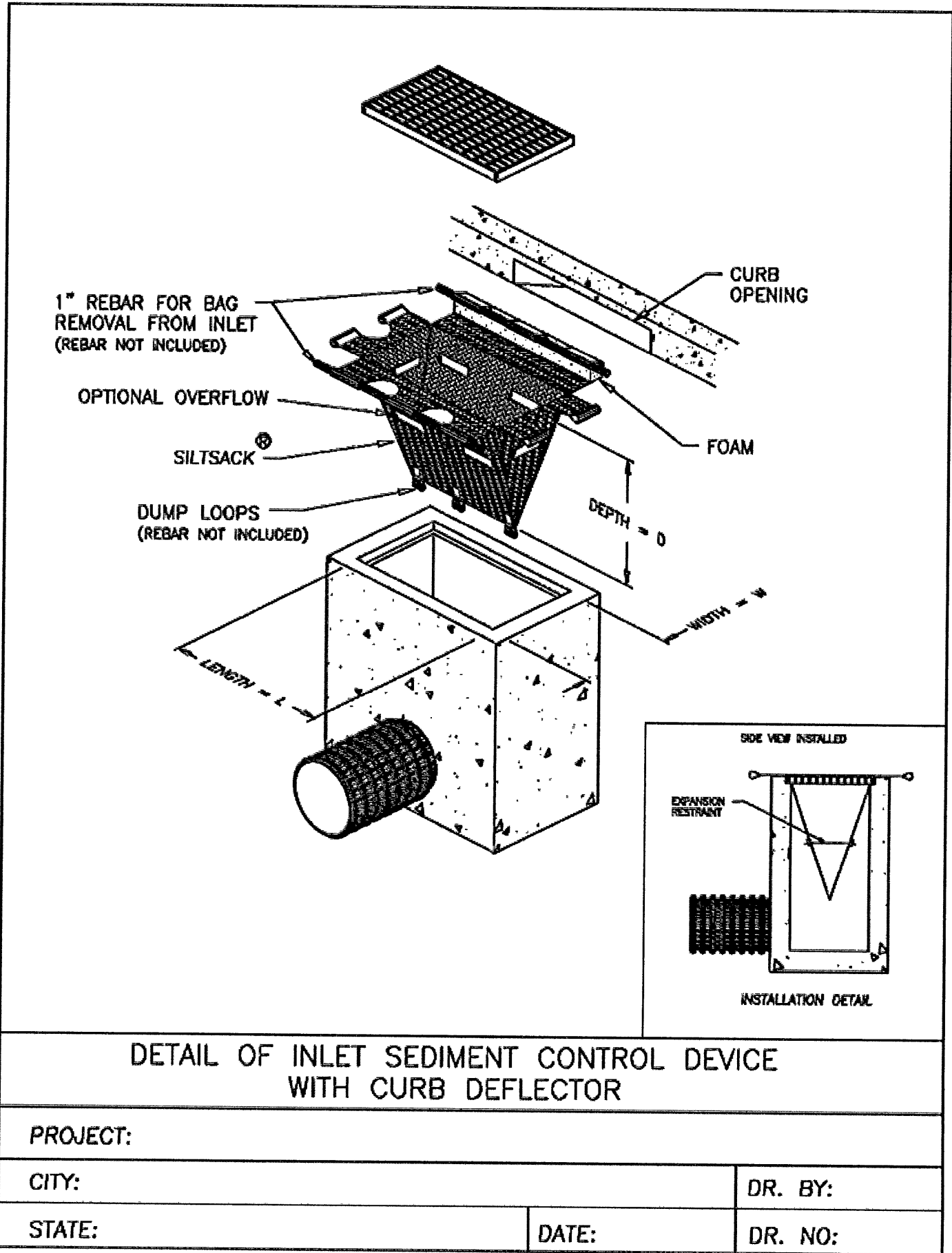
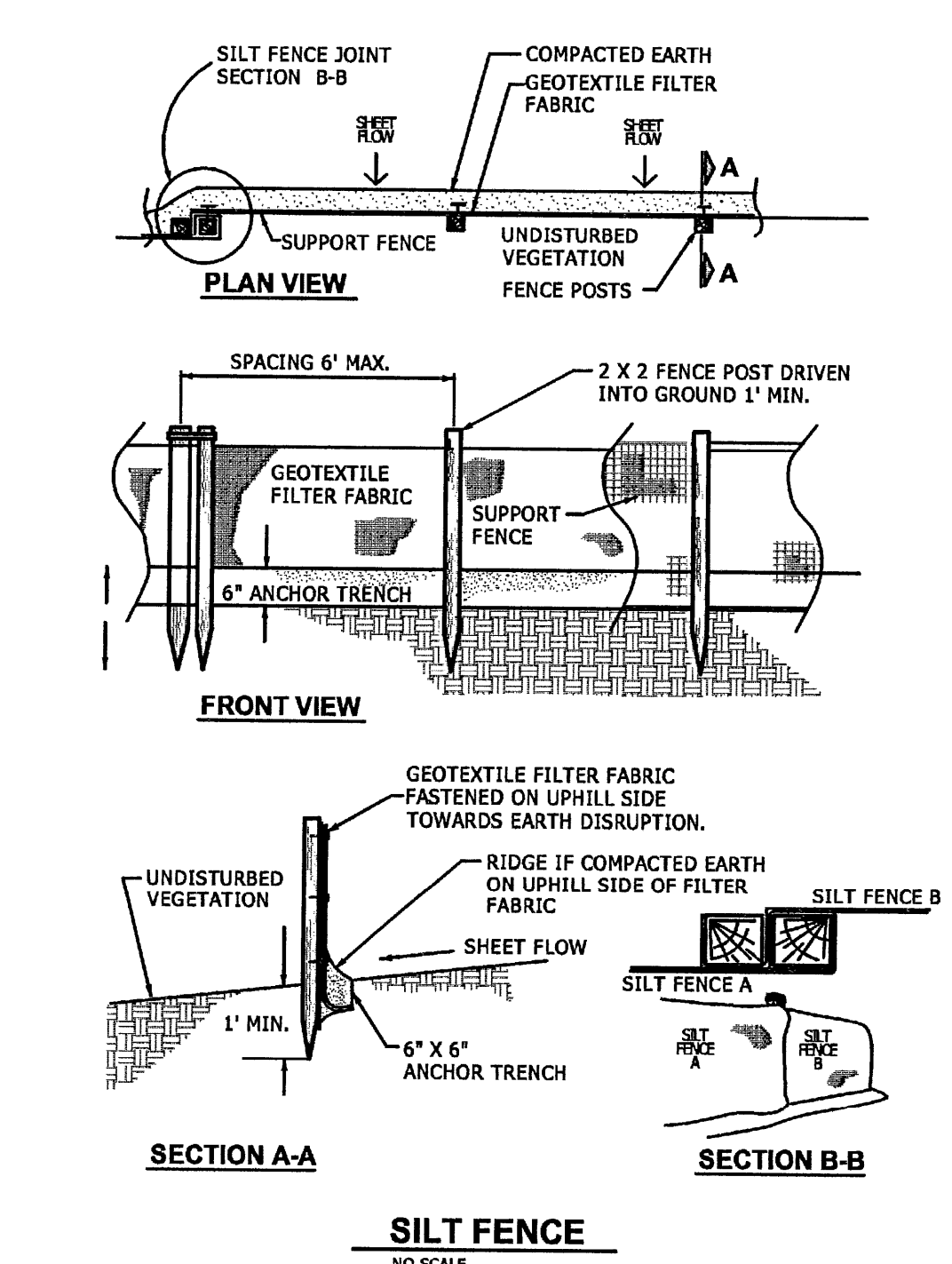
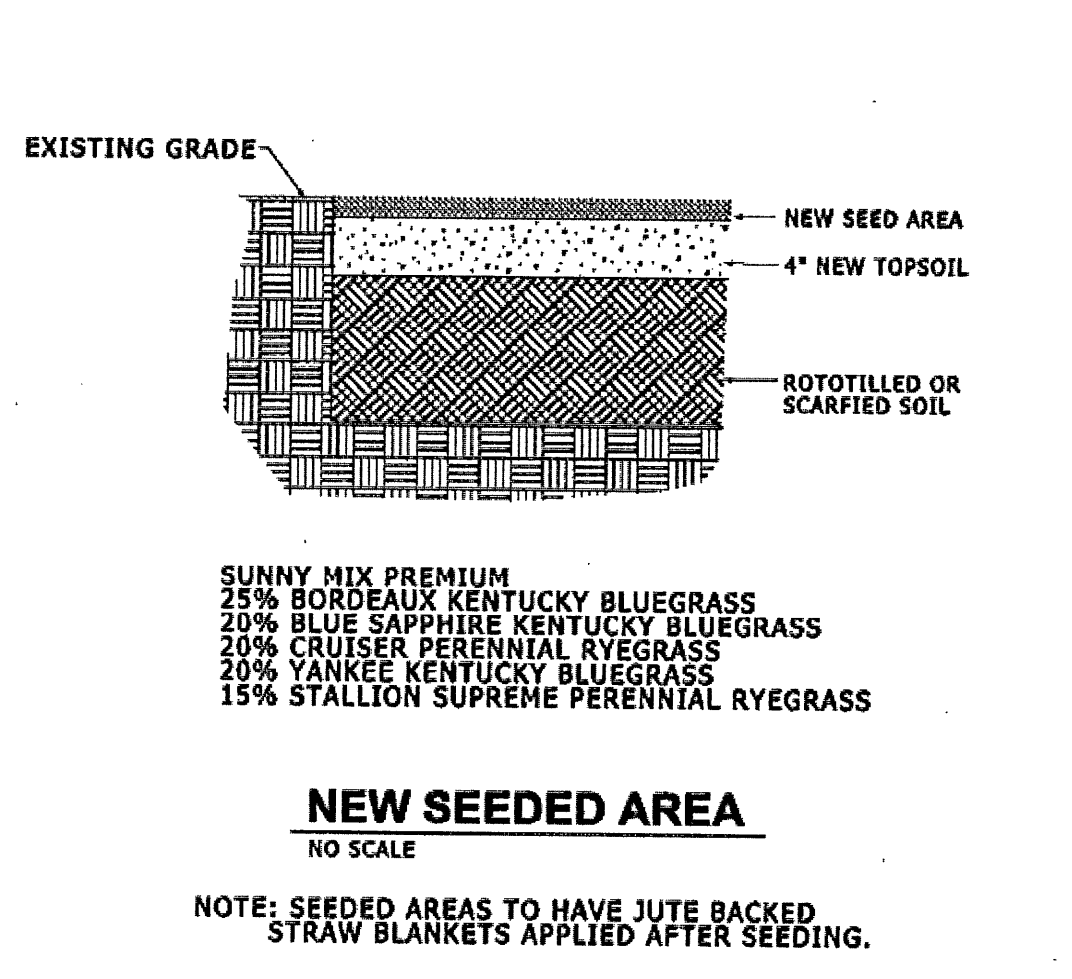
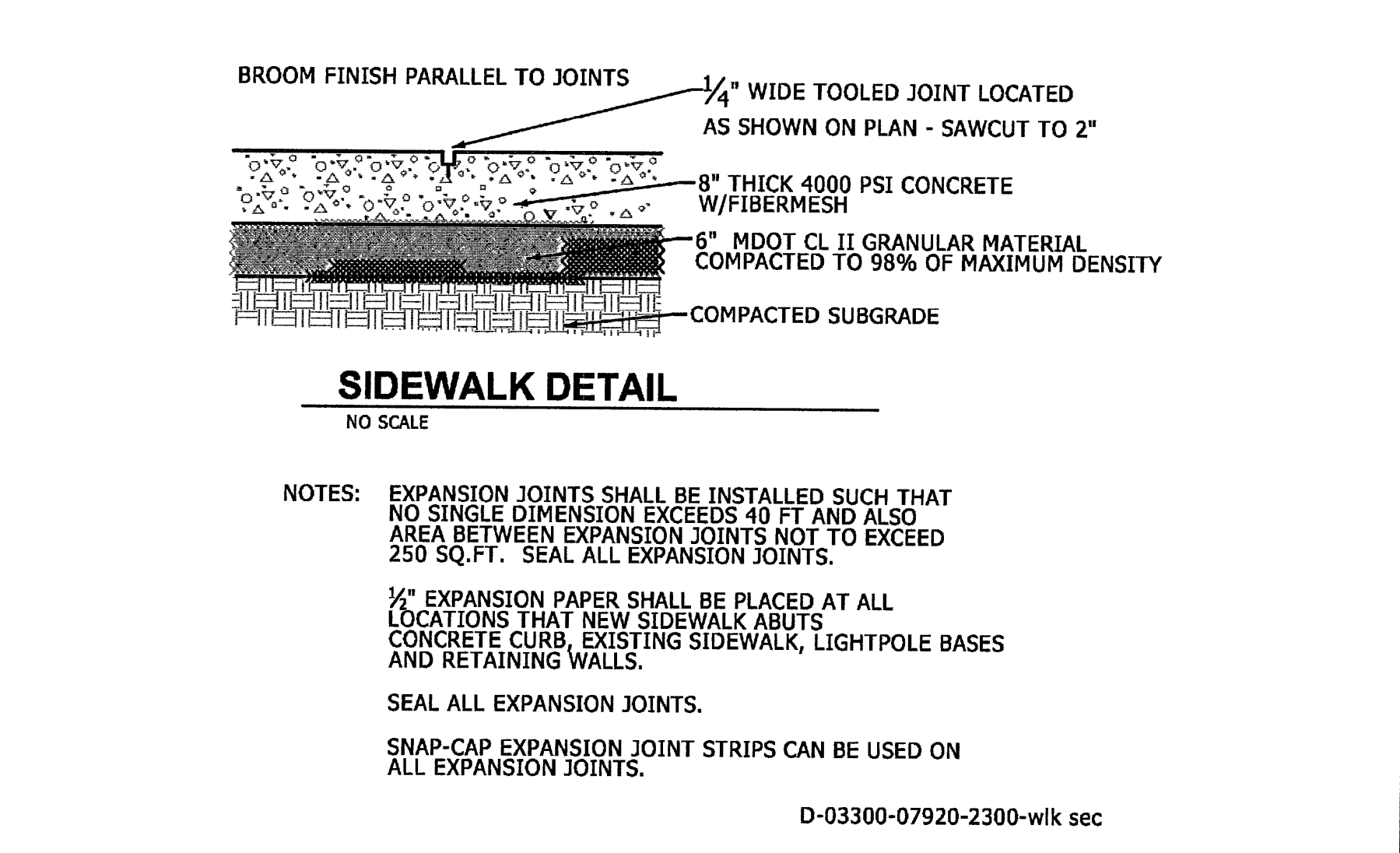
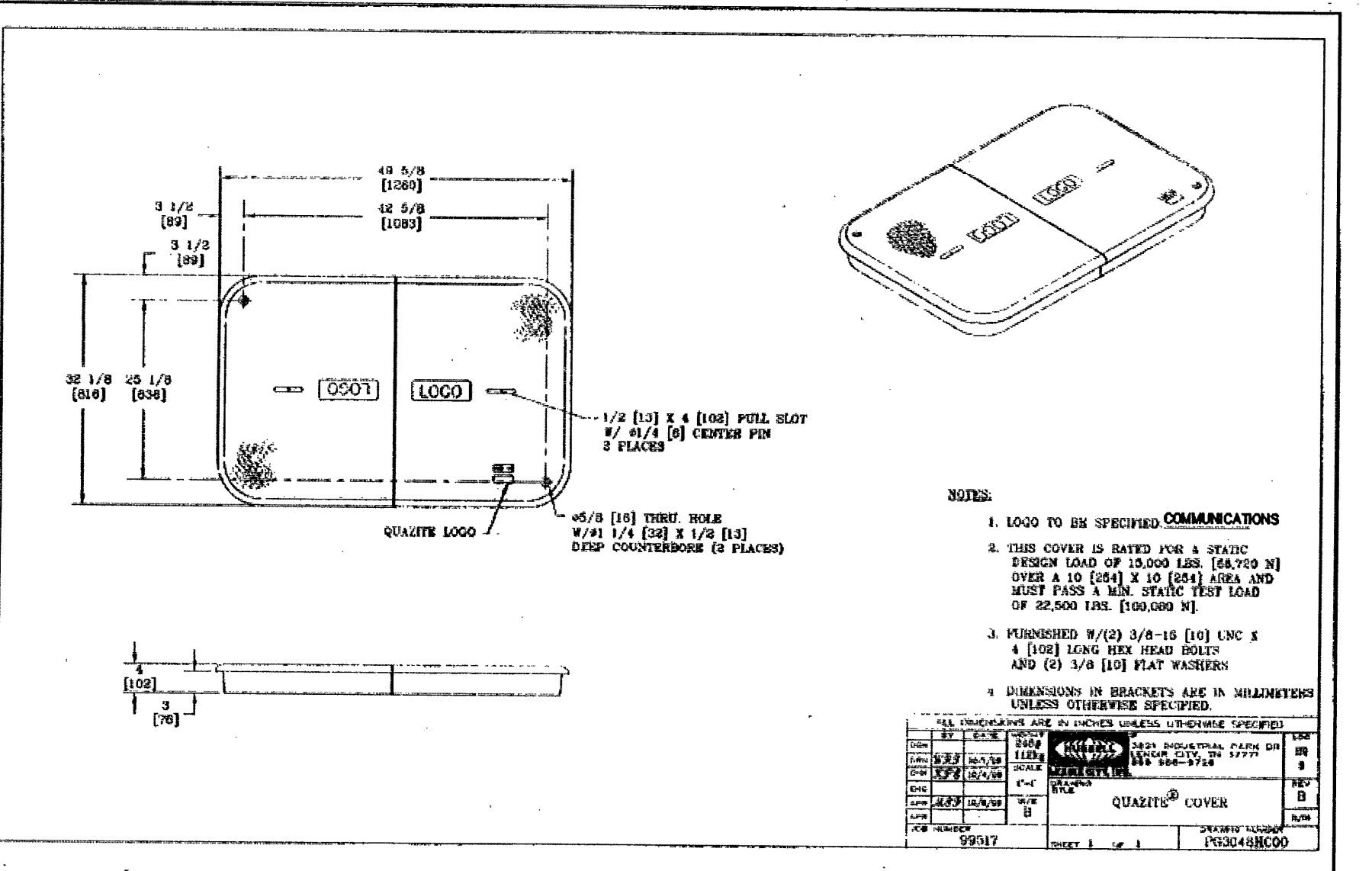
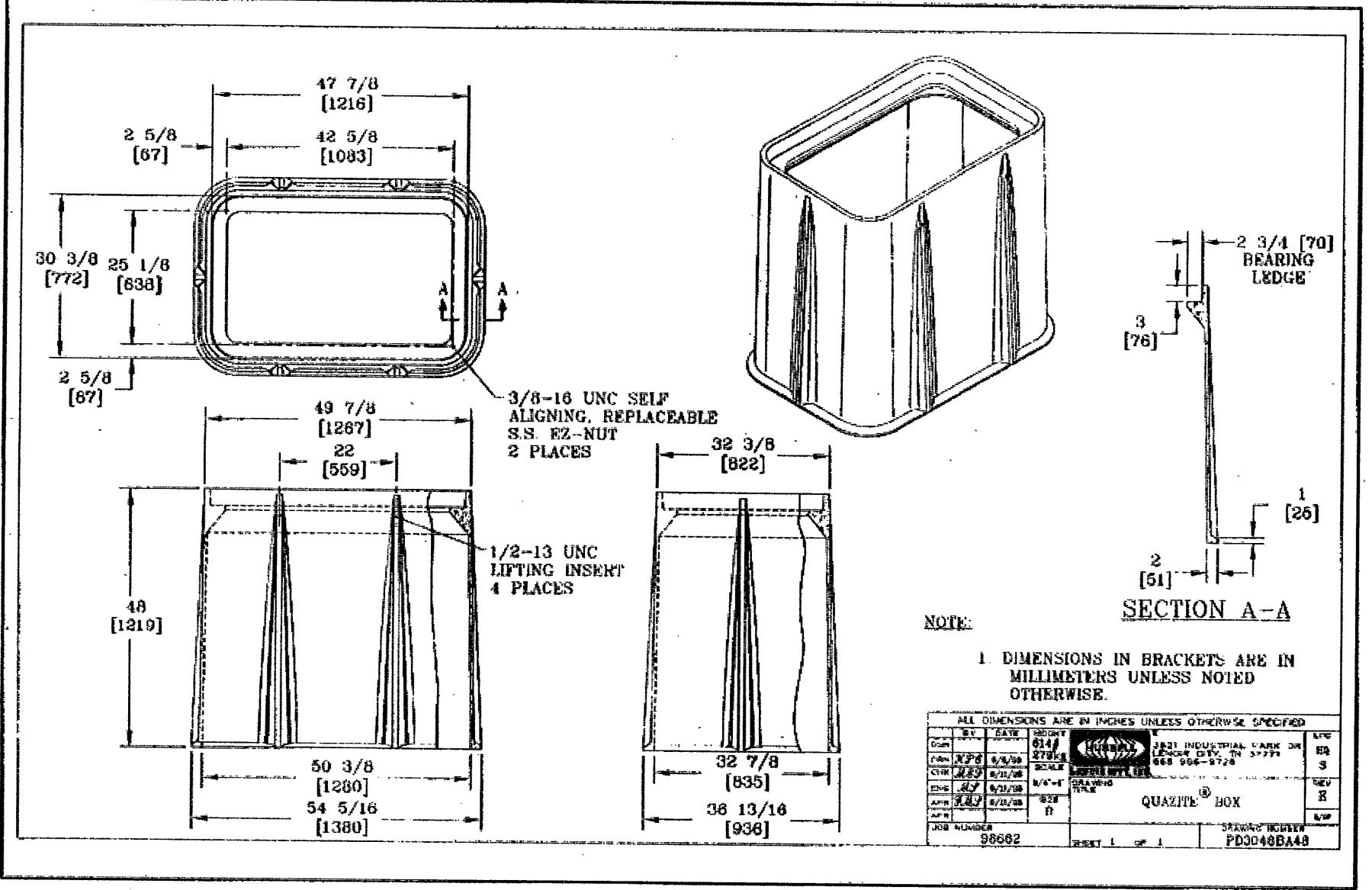
SHEET NO.  
**C01**

SHEET NO. 2 OF 4 SHEET FILE NO. 11105991



SDATES STIMES \$USERNAMES \$FILES



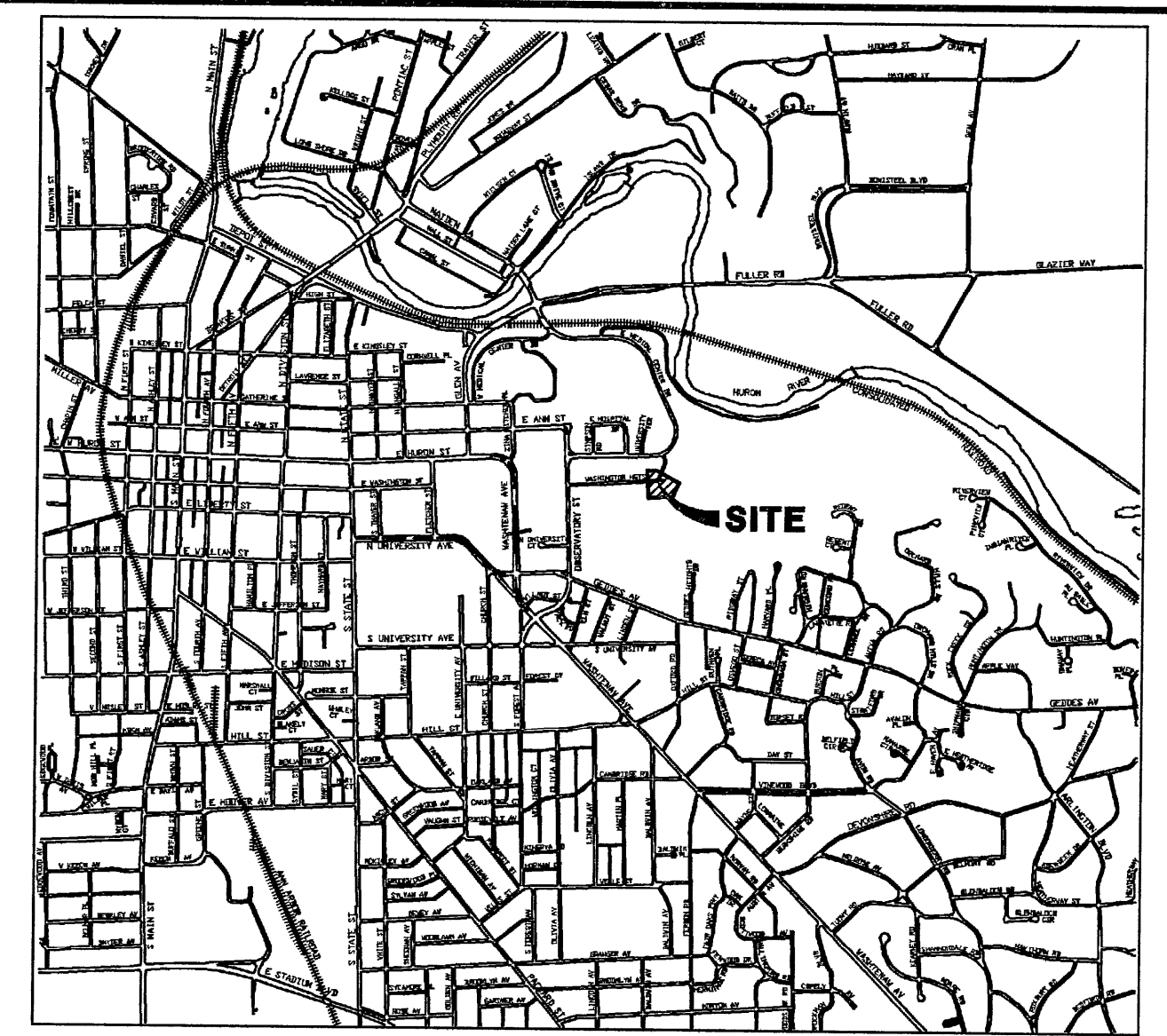


**SOIL EROSION AND SEDIMENTATION CONTROL PLAN**

- Description of Project: 09-09-28-101-007, Part of the NE 1/4 section 28, T2S R6E bound on the north by NYC RR ROW and Huron River, east by city owned property, south by Washington Hts and Forest Hill Cemetery, west by N & S line section 28 and east line of Forest Hill Cemetery excluding that portion owned by the city. Containing 78.92 acres.
- The Huron River is located approximately 340 feet northeast of the project.
- Predominant land features are shown on the drawings.
- Ground surface elevations are shown as contour intervals and spot elevations.
- Soils for the area are mapped as, MmB & MmD, Miami Loam.
- Physical limits of construction will include work within the above described area.
- All existing on-site drainage features are shown on the drawings.
- Sequence of Construction: Refer to project schedule of the Construction Manager for dates of the following activities:
  - Construct temporary erosion control measures.
  - On-going: UM-OSEH will inspect all projects at least weekly and after every significant storm event to evaluate the effectiveness of the control measures.
  - Site removals.
  - Site Construction.
  - Site Restoration.
- The location and details of the inlet filters and silt fences are shown on the drawings.
- The location and description of all temporary soil erosion and sedimentation control measures are shown on the drawings.
- The Contractor will restore all disturbed grass areas within five (5) days of the Contractor's fine grading.
- The Contractor as directed by the Construction Manager will be responsible for all maintenance of temporary erosion control measures per the plans and per UM-OSEH-EP3 and as needed based on the site inspections.
- Temporary measures will only be removed after all permanent measures are in place and complete including well rooted growth in the grass areas.
- The Contractor shall as a temporary measure seed and mulch disturbed areas that are not actually part of the construction work zone if said areas are not to be worked on for any extended period of time.
- Soil must not be permitted to leave the site. This includes track-out and dust emissions. Provide sweeping and dust control per "University of Michigan Soil Erosion and Sediment Control Procedures".

**NOTES**

- Phasing of removals to be as directed by Construction Manager.
- All curb inlet filter and catch basin inlet filters to be silt sacks, see detail this sheet.



**SOIL EROSION AND SEDIMENTATION CONTROL MAINTENANCE NOTES**

- Construct and complete the earth change in a manner that limits the exposed area of disturbed land for the shortest period of time.
- Remove sediment caused by accelerated soil erosion from runoff water before it leaves the site of the earth change.
- Temporary or permanent control measures shall be installed to convey water around, through, or from the earth change at a non-erosive velocity.
- Install temporary soil erosion and sedimentation control measures before or upon commencement of the earth change activity and maintain the measures on a daily basis. Remove temporary soil erosion and sedimentation control measures after permanent soil erosion measures are in place and the area is stabilized. ("Stabilized" means the establishment of vegetation or the property placement, grading or covering of soil to ensure its resistance to soil erosion, sliding, or other earth movement.)
- Complete permanent soil erosion control measure for the earth change within five (5) calendar days after final grading or upon completion of the final earth change. If it is not possible to permanently stabilize the earth change, then maintain temporary soil erosion and sedimentation control measures until permanent soil erosion control measures are in place and the area is stabilized.
- The Contractor is responsible for maintaining landscaping during the warranty period. After the warranty has expired, the permanent SESC measures will be maintained by the University of Michigan Plant Operations Grounds & Waste Management Department and the Plumbing Shop as appropriate. The Grounds & Waste Manager will be responsible for maintenance of permanent landscaping SESC measures. The Plumbing Shop Foreman will be responsible for the maintenance of any SESC measures that are part of the storm water drainage system piping.
- Install temporary inlet filters at all adjacent and down-gradient stormwater inlets, catch basins and manholes that may be impacted. Catch basin inlet filters shall be maintained clean at all times throughout the construction period. If a filter has holes or is inundated with sediment, the filter will require replacement.
- Install an anti-tracking pad at the site entry and exit(s). The anti-tracking pad should be constructed of geotextile fabric with limestone over it.
- Silt fence shall be maintained at all times throughout the construction period. If repair or replacement is necessary, it shall be performed according to the manufacturer's specifications. Maintenance includes the removing of built-up sediment when it accumulates to half the height of the fence. Contractor shall remove, replace, retrench, or re-backfill the fence if it fails. Additionally, the Contractor shall reinstall any portion of the fencing damaged by construction machinery.
- Place stockpiles and other spoil piles away from the drainage system to minimize sediment transport. If the stockpile and/or spoil pile must remain on-site overnight, or if the weather conditions indicate the chance for precipitation: (a) cover the pile with water repellent material to prevent erosion; and/or (b) install silt fencing around the base of the pile to prevent transport of sediment to the stormwater system, or apply other control methods appropriate to the site. Control measures to guard against wind erosion must also be employed, such as wetting or covering the stockpiles. Keep as few stockpiles as possible during the course of the project.
- Throughout the construction period, all mud/silt tracked onto existing roads from the site due to constructions shall be immediately removed by the Contractor.
- Seeding or other stabilization shall be required immediately to areas which have been damaged by runoff.
- The Contractor shall maintain dust control on the site throughout the duration of the construction process.
- Concrete washout cannot be discharged into storm drains, catch basins or to the sanitary sewer system. Concrete washout is typically has a high pH and can be harmful to the environment. Proper disposal and washout practices should be taken. Perform washing of concrete trucks in designated areas or off-site. Designated areas should:
  - Be labeled
  - Be a pit to prevent runoff
  - Be approximately 50 ft away from storm drains, bodies of water and ditches
  - Have some type of liner to prevent seepage
  - Have some type of barrier
 Alternative: Set up a concrete box. Or, if only a small amount of concrete washing is to occur, one option is to line a roll-off box. For very small projects, this could be done with a drum. Once concrete is washed out into designated area and is allowed to harden, it should be broken up and disposed properly. Dispose of hardened concrete on a regular basis. Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75 percent full.
- Concrete, Asphalt & Sawcutting Work. The following requirements apply to concrete, sawcutting, and asphalt work (cutting, grinding, drilling, hydro-demolition, etc.):
  - Discharge of water, dust, or debris from concrete and asphalt work to storm or sanitary systems is prohibited.
  - Storm drains must be protected from dust and debris.
  - Any water used during concrete and asphalt work (including sweeping and saw-cutting) must be contained and collected for proper disposal. Suggested controls include wet vacuum, or absorbents.
  - Good housekeeping practices must be employed at the jobsite. Minimize dust.

**SILTSACK® SPECIFICATIONS**

NOTE: THE SILTSACK® WILL BE MANUFACTURED FROM A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS.

**REGULAR FLOW SILTSACK®**  
FOR AREAS OF LOW TO MODERATE PRECIPITATION AND RUN-OFF

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4632	100 LBS
MULLEN BURST	ASTM D-3786	800 PSI
TRAPZOID TEAR	ASTM D-4532	100 LBS
UV RESISTANCE	ASTM D-4395	90 %
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL./MIN./SQ FT
PERMITTIVITY	ASTM D-4491	853 SEC -1

**HI-FLOW SILTSACK®**  
FOR AREAS OF MODERATE TO HEAVY PRECIPITATION AND RUN-OFF

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	505 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4632	130 LBS
MULLEN BURST	ASTM D-3786	620 PSI
TRAPZOID TEAR	ASTM D-4532	45 LBS
UV RESISTANCE	ASTM D-4395	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL./MIN./SQ FT
PERMITTIVITY	ASTM D-4491	15 SEC -1

**OIL-ABSORBANT SILTSACK®**  
FOR AREAS WHERE THERE IS A CONCERN FOR OIL RUN-OFF OR SPILLS

DEPENDS ON YOUR PARTICULAR APPLICATION, THE SILTSACK CAN BE MADE FROM EITHER ONE OF THE ABOVE FABRICS WITH AN OIL-ABSORBANT FILLW INSERT OR MADE COMPLETELY FROM AN OIL-ABSORBANT SILTSACK WITH A WOVEN FILLW INSERT.

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Planners, Surveyors Phone: 734.662.0000  
Landscape Architects Fax: 734.662.0009

**DHARMESH JOSHI**  
U OF M DESIGN SUPERVISOR

APPROVED BY  
**UNIVERSITY PLANNER'S OFFICE**  
REPRESENTING

DRAWN BY PROJECT LEAD  
DESIGNED BY REVIEWED BY

CD SUBMITTAL 10-31-11  
DD SUBMITTAL 9-13-11  
MARK ISSUED FOR/REVISIONS DATE

**Ronald McDonald House IT Conduit**

**University Of Michigan Ann Arbor, MI**

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P000005426  
U OF M PROJECT NO. BLDG NO.

SHEET TITLE  
**Soil Erosion Control and Misc. Details**

SHEET NO.  
**C03**

SHEET NO. 4 OF 4 SHEET FILE NO. 11105011-6wg

SUBSERIALS - SPILLS  
SDATES

