

CITY OF ANN ARBOR
INVITATION TO BID



**Russell St., Upland Dr. & Woodmanor Ct.
Reconfiguration Project
ITB No. 4447**

Proposal Due Date: **Tuesday, August 16, 2016**
On or Before 10:00am (Local Time)

Public Services Area/Project Management Services Unit

Issued By:

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

ADDENDUM No. 1

ITB No. 4438

RUSSELL ST., UPLAND DR. & WOODMANOR CT. RECONFIGURATION PROJECT

Due: Tuesday, August 16, 2016, On/Before 10:00 A.M.

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for **ITB No. 4447 Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project**, on which proposals will be received on/or before Tuesday, August 16, 2016, by 10:00 A.M.

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 5 pages.**

Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments (if any) in its Bid by so indicating on page ITB-1 of the Invitation to Bid Form. Bids submitted without acknowledgement of receipt of this addendum will be considered nonconforming.

The following forms provided within this ITB Document must be included in submitted bids.

- **City of Ann Arbor Prevailing Wage Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

I. CORRECTIONS/ADDITIONS/DELETIONS

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

Section/Page(s)

Change

BF- 3 This page shall be removed and replaced with BF-3-R-1, which is attached to this addendum. The following items were added on the bid form.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u>	<u>Quantity</u>
385	Sewer Pipe Abandonment	LF	26.0	
386	Sewer Structure Abandonment	Each	1.0	

Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the ITB.

Question #1: Will the Pre bid meeting sign in sheet be made available?

Answer: Yes. The Pre Bid Meeting Notes and list of attendees is attached to this Addendum.

Question #2: What is the Engineer's Estimate?

Answer: The Engineer's Estimate is \$258,773.

Question #3: Would the Contractor be permitted to extend work hours and potentially work overnight?

Answer: The City has a noise ordinance that governs the work hours of 7:00 a.m. to 8:00 p.m. Monday thru Saturday. If the Contractor wishes to work outside these hours, the Contractor must apply for a variance in the form of an "After Hour Work" permit. The permit will be reviewed by the Building Department and City Administration and must be submitted seven days prior to the proposed work.

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

BID FORM

Section 1–Schedule of Prices

Project: Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project
 File #: 2015-028 Bid #: 4447

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
290	Landscape Maintenance and Warranty, 1st Year	LS	1	\$ _____	\$ _____
292	Topsoil Surface, 4 inch	SY	1,200	\$ _____	\$ _____
293	Hydroseeding	SY	1,200	\$ _____	\$ _____
320	12 inch Class IV RCP Trench Detail I	LF	140	\$ _____	\$ _____
321	12 inch Class IV RCP Trench Detail VI	LF	80	\$ _____	\$ _____
364	Type III Manhole, 24 dia (0-10' deep)	Each	1	\$ _____	\$ _____
364	Type III Manhole, 36 dia (0-10' deep)	Each	5	\$ _____	\$ _____
385	Sewer Pipe Abandonment	LF	26	\$ _____	\$ _____
386	Sewer Structure Abandonment	Each	1	\$ _____	\$ _____
563	Structure Covers	LBS	1,800.0	\$ _____	\$ _____
566	Adjust Structure Cover	Each	4.0	\$ _____	\$ _____
567	Adjust Monument Box, Gate Valve Box or Gas Box	Each	2	\$ _____	\$ _____
703	Inlet Filter	Each	6	\$ _____	\$ _____
800	Silt Fence	Ft	400.0	\$ _____	\$ _____
815	Red Maple, (Acer rubrum), 4 inch caliper	Each	3.0	\$ _____	\$ _____
816	Honeylocust (Gleditsia Tracanthos Var Inermis), 2.5 inch caliper	Each	2.0	\$ _____	\$ _____
817	Hackberry (Celtis occidentalis), 2.5 inch caliper	Each	2.0	\$ _____	\$ _____
818	Red Oak (Quercus rubra), 2 inch caliper	Each	4.0	\$ _____	\$ _____

TOTAL THIS PAGE \$ _____
 (Also to be entered on page BF-4)

Pre-Bid Meeting Notes for the
Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project
August 3, 2016 @ 10:30 a.m. in the 4th Floor Conference Room, City Hall

- I. Introductions
- II. Addendum Items
 - a. Addendum #1 – to be issued early next week including the following:
 - i. Pre-Bid notes, including sign in sheet
 - ii. Add Pay Item for structure removal
- III. General
 - a. Project Overview
 - b. Standard Specifications and Detailed Specifications
 - i. Project Schedule
 - Starting Date – October 1st (can be flexible)
 - Completion Date – 58 calendar days after commencement of work
 - Hours of work: 7:00 a.m. to 8:00 p.m. Monday thru Saturday (Sundays with permission)
 - ii. Engineer's estimate - \$258,773.00
 - iii. General Conditions
 1. Street sweeping & dust control will be the Contractor's responsibility
 - iv. Access to driveways - Contractor responsible for maintaining access to driveways during construction, and notifying residents when access will be unavailable (i.e. during paving, concrete work)
- IV. Prevailing Wage – In accordance with Section 4 of the General Conditions of this Contract found on page GC-4, Contractors are required to pay the prevailing wage "...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."
- V. Construction
 - a. DTE will be relocating a street light and a light pole on Russell Street
 - b. Machine Grading
 - c. Removal and Replacement of Park Sign
 - d. Split Rail Fence
 - e. Infiltration Trench
 - f. Sidewalk and ADA Ramps – ADA compliance MUST be achieved at all locations
 - g. Landscape Items and Restoration
 - i. Topsoil and Hydroseeding
 - ii. Trees and shrubs

VI. Attendees

Name	Representing	Mailing Address	Telephone	Email
Anne Warrow	City of Ann Arbor - Project Management	100 N. Fifth Ave, P.O. Box 8647, Ann Arbor, MI 48107	Direct: (734)749-6410, x43639 Fax: (734)996-3064	awarrow@a2gov.org
Mike Haeussler	D.N. Higgins	3390 Travis Pointe Ste A, Ann Arbor, MI 48108	Office: (734)896-8500 Mobile: (734)260-1732	mikeh@dnhiggins.com
Jacob Bailey	Bailey Excavating	1073 Toto Dr, Jackson, MI 49201	Office: (517)750-3030 Mobile:(517)740-0371 Fax: (517)750-1085	jacobbailey@bailey- excavating.com

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Soil Borings

ATTACHMENTS

City of Ann Arbor Prevailing Wage Declaration Form

City of Ann Arbor Living Wage Forms

City of Ann Arbor Vendor Conflict of Interest Disclosure Form

City of Ann Arbor Non-Discrimination Ordinance Notice and Declaration Form

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on **Wednesday, August 3** at **10:30 a.m.** in the 4th Floor Conference Room, City Hall, located at, 301 E. Huron Street, Ann Arbor, Michigan 48104.

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid conference 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.

Any Bid which does not conform fully to 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.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

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 **Friday, August 5, 2016 by 5:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Anne Warrow at awarrow@a2gov.org
Bid Process and Compliance questions emailed to Colin Spencer at cspencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of **Anne Warrow** at **awarrow@a2gov.org** after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

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 **Tuesday, August 16, 2016 by 10:00 a.m. EST**. 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 copies in a sealed envelope clearly marked: **ITB No 4447 – Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project**.

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st 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.

The following forms provided within this ITB Document must be included in submitted bids.

- **City of Ann Arbor Prevailing Wage Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

Hand delivered bids will 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 3:00 p.m. Monday through Friday, excluding Holidays. 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 for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion 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

alternatives 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 unit prices and the lump sum 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 Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

Official Documents

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. Bidders do not need to be shown on the plan holders list provided by MITN to be considered an official plan holder.

Bid Security

Each bid 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 ninety (90) days

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-2, 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

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-3 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Wage Requirements

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

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before bids are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Major Subcontractors

The Bidder shall identify on Bid Form Section 4 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. The Bidder shall not change or replace a subcontractor without approval by the City.

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.) known 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 bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

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.



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 City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

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

In accordance with these bid documents, and Addenda numbered #1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

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

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

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

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

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

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

SIGNED THIS 16th DAY OF August, 2016

Bailey Excavating, Inc.

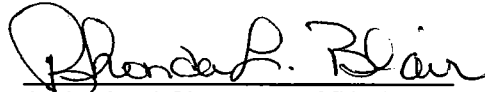
Bidder's Name

1073 Toro Drive-Jackson, MI

Official Address

(517) 750-3030

Telephone Number



Authorized Signature of Bidder

Rhonda L. Blair

(Print Name of Signer Above)

rhondab@bailey-excavating.com

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of Michigan _____, for whom Rhonda L. Blair _____, bearing the office title of Office Manager _____, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

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

Authorized Official

_____ Date _____, 201__

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

BID FORM

Section 1–Schedule of Prices

Project: Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project

File #: 2015-028 Bid #: 4447

<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
130 Protective Fencing	LF	325	\$ <u>7.50</u>	\$ <u>2,437.50</u>
135 Tree Removal, 8" or Larger	Each	3	\$ <u>500.00</u>	\$ <u>1,500.00</u>
140 Exploratory Excavation (0-10' deep)	Each	4	\$ <u>1,000.00</u>	\$ <u>4,000.00</u>
201 General Conditions, Max. \$ 15,000	LS	1	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
202 Digital Audio Visual Coverage	LS	1	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
203 Minor Traffic Control, Modified, Max. \$ 8,000	LS	1	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
204 Clean-Up & Restoration, Special	LS	1	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
205 "No Parking" Signs	Each	12	\$ <u>80.00</u>	\$ <u>960.00</u>
206 Machine Grading, Modified, Russell	LS	1	\$ <u>11,000.00</u>	\$ <u>11,000.00</u>
207 Machine Grading, Modified, Woodmanor	LS	1	\$ <u>14,500.00</u>	\$ <u>14,500.00</u>
208 Machine Grading, Modified, Upland	LS	1	\$ <u>11,000.00</u>	\$ <u>11,000.00</u>
209 Remove and replace Park sign	LS	1	\$ <u>500.00</u>	\$ <u>500.00</u>
214 Split Rail Fence	LF	85	\$ <u>50.00</u>	\$ <u>4,250.00</u>
215 Split Rail Fence, post	Each	14	\$ <u>150.00</u>	\$ <u>2,100.00</u>
218 Infiltration Trench with Stone Reservoir, Aggregate 6A	LF	30	\$ <u>95.00</u>	\$ <u>2,850.00</u>
220 Non-woven geotextile fabric, biaxial or triaxial	SY	900	\$ <u>4.50</u>	\$ <u>4,050.00</u>
221 Infiltration Trench Undercutting	CY	75	\$ <u>45.00</u>	\$ <u>3,375.00</u>

TOTAL THIS PAGE
(Also to be entered on page-BF-4)

\$ 107,022.50

BID FORM

Section 1—Schedule of Prices

Project: Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project
File #: 2015-028 Bid #: 4447

<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
225 6 inch Wrapped Underdrain	LF	110	\$ 25.00	\$ 2,750.00
226 6 inch SDR 35 PVC Underdrain Outlet	LF	15	\$ 34.50	\$ 517.50
227 Subgrade Undercutting - Type II	CY	100	\$ 25.00	\$ 2,500.00
232 HMA Pavement Leveling/Top – Low volume superpave	TON	100.0	\$ 193.00	\$ 19,300.00
233 HMA Driveway Approach, Low volume superpave	TON	15.0	\$ 495.00	\$ 7,425.00
242 4 -Inch Concrete Sidewalk	SF	153.0	\$ 6.75	\$ 1,032.75
243 6 -Inch Concrete Sidewalk, Ramp, or Drive	SF	91	\$ 13.50	\$ 1,228.50
245 Detectable Warning, Cast In Place	SF	10	\$ 70.00	\$ 700.00
250 Sand Subbase Course, Class II - C.I.P.	CY	730	\$ 22.00	\$ 16,060.00
252 Aggregate Base Course, 21AA - C.I.P.	CY	75	\$ 40.00	\$ 3,000.00
253 Aggregate Surface Course, 10 inch 22A	SY	300	\$ 14.00	\$ 4,200.00
254 Aggregate Surface Course, 10 inch 23A	SY	200	\$ 17.00	\$ 3,400.00
260 Remove HMA Pavement	SY	489	\$ 7.50	\$ 3,667.50
272 Plastic Drum - Lighted, Furnish & Operate	Each	55	\$ 33.00	\$ 1,815.00
273 Type III Lighted Barricade, Furnish & Operate	Each	12	\$ 140.00	\$ 1,680.00
274 Temporary Type B Signs, Furnish & Operate	SF	108	\$ 8.00	\$ 864.00

TOTAL THIS PAGE
(Also to be entered on page BF-4)

\$ 70,140.25

BID FORM

Section 1--Schedule of Prices

Project: Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project
File #: 2015-028 Bid #: 4447

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
290	Landscape Maintenance and Warranty, 1st Year	LS	1	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
292	Topsoil Surface, 4 inch	SY	1,200	\$ <u>5.25</u>	\$ <u>6,300.00</u>
293	Hydroseeding	SY	1,200	\$ <u>3.30</u>	\$ <u>3,960.00</u>
320	12 inch Class IV RCP Trench Detail I	LF	140	\$ <u>75.00</u>	\$ <u>10,500.00</u>
321	12 inch Class IV RCP Trench Detail VI	LF	80	\$ <u>70.00</u>	\$ <u>5,600.00</u>
364	Type III Manhole, 24 dia (0-10' deep)	Each	1	\$ <u>1,250.00</u>	\$ <u>1,250.00</u>
364	Type III Manhole, 36 dia (0-10' deep)	Each	5	\$ <u>1,750.00</u>	\$ <u>8,750.00</u>
385	Sewer Pipe Abandonment	LF	26	\$ <u>25.00</u>	\$ <u>650.00</u>
386	Sewer Structure Abandonment	Each	1	\$ <u>500.00</u>	\$ <u>500.00</u>
563	Structure Covers	LBS	1,800.0	\$ <u>4.00</u>	\$ <u>7,200.00</u>
566	Adjust Structure Cover	Each	4.0	\$ <u>450.00</u>	\$ <u>1,800.00</u>
567	Adjust Monument Box, Gate Valve Box or Gas Box	Each	2	\$ <u>250.00</u>	\$ <u>500.00</u>
703	Inlet Filter	Each	6	\$ <u>150.00</u>	\$ <u>900.00</u>
800	Silt Fence	Ft	400.0	\$ <u>2.50</u>	\$ <u>1,000.00</u>
815	Red Maple, (Acer rubrum), 4 inch caliper	Each	3.0	\$ <u>1,020.00</u>	\$ <u>3,060.00</u>
816	Honeylocust (Gleditsia Tracanthos Var Inermis), 2.5 inch caliper	Each	2.0	\$ <u>605.00</u>	\$ <u>1,210.00</u>
817	Hackberry (Celtis occidentalis), 2.5 inch caliper	Each	2.0	\$ <u>550.00</u>	\$ <u>1,100.00</u>
818	Red Oak (Quercus rubra), 2 inch caliper	Each	4.0	\$ <u>506.00</u>	\$ <u>2,024.00</u>

TOTAL THIS PAGE

(Also to be entered on page BF-4)

\$ 61,304.00

BID FORM

Section 1--Schedule of Prices

Project: Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project

File #: 2015-028 Bid #: 4447

<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
819 White Spruce (Picea Glauca), 4 foot caliper	Each	2.0	\$ <u>300.00</u>	\$ <u>600.00</u>
820 Eastern Redbud (Cercis Canadensis), 2.5 inch caliper	Each	4.0	\$ <u>490.00</u>	\$ <u>1,960.00</u>
TOTAL THIS PAGE			\$ <u>2,560.00</u>	
TOTAL FROM PAGE BF-1:			\$ <u>107,022.50</u>	
TOTAL FROM PAGE BF-2:			\$ <u>70,140.25</u>	
TOTAL FROM PAGE BF-3:			\$ <u>61,304.00</u>	
TOTAL BASE BID:			\$ <u><u>241,026.75</u></u>	

BID FORM

Section 2 - Material and Equipment Alternates


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

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

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
--------------------	--------------------	--------------------------

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder  Date 8/16/16

BID FORM

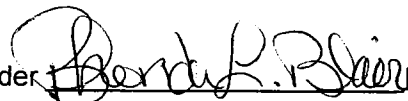
Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

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

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

Signature of Authorized Representative of Bidder



Date 8/16/16

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.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

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>
T& D Concrete - Minority	Concrete	\$2,961.25
Cadillac Asphalt LLC	HMA Paving	\$25,450.00
Margolis Companies	Landscaping	\$21,335.00

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.

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 5 – References

Include a minimum of 3 reference from similar project completed within the past 2 years.

[Refer also to Instructions to Bidders for additional requirements, if any]

1) North St.-MDOT#38040-121578 \$824,305.68 11/2014
Project Name Cost Date Constructed

Troy White-City of Jackson (517)788-4160
Contact Name Phone Number

2) Blackstone St-MDOT#38409-120365 \$889,366.75 6/2014
Project Name Cost Date Constructed

Troy White-City of Jackson (517) 788-4160
Contact Name Phone Number

3) Devonshire,Belmont,Londonberry \$838,614.48 9/2015
Project Name Cost Date Constructed

Anne Warrow-City of Ann Arbor (734) 794-6410
Contact Name Phone Number

**CITY OF ANN ARBOR
PREVAILING WAGE DECLARATION OF COMPLIANCE**

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

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

The Contractor agrees:

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

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

BAILEY EXCAVATING, INC.

Company Name



8/16/2016

Signature of Authorized Representative

Date

Rhonda L. Blair - Office Manager

Print Name and Title

1073 Toro Drive-Jackson, Michigan 49201

Address, City, State, Zip

(517) 750-3030 rhondab@bailey-excavating.com

Phone/Email address

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

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2016 - ENDING APRIL 29, 2017

\$12.93 per hour

If the employer provides health care benefits*

\$14.43 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:
Colin Spencer at 734/794-6500 or cspencer@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 an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$12.93/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.43/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce

- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits
- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

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

BAILEY EXCAVATING, INC.
Company Name

Signature of Authorized Representative
Date 8/16/2016
Rhonda L. Blair - Office Manager
Print Name and Title
1073 Toro Drive-Jackson, Michigan 49201
Address, City, State, Zip
(517) 750-3030 rhondab@bailey-excavating.com
Phone/Email address

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



Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Bailey Excavating, Inc.	(517) 750-3030	
Vendor Name	Vendor Phone Number	
	8/16/2016	Rhonda L. Blair
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

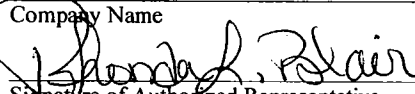
In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

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

Bailey Excavating, Inc.

<hr/>	
Company Name	
	8/16/2016
Signature of Authorized Representative	Date

Rhonda L. Blair - Office Manager

Print Name and Title
1073 Toro Drive-Jackson, Michigan 49201

Address, City, State, Zip
(517) 750-3030 rhondab@bailey-excavating.com

Phone/Email address

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



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

Name, legal status and address)

Bailey Excavating, Inc.

PO Box 660

Jackson, MI 49204

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Ann Arbor

100 North Fifth Avenue

Ann Arbor, MI 48104

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: Russell St., Upland Dr., Woodmanor Ct. Reconfiguration Project-ITB No. 4447
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory of other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of August, 2016

(Witness)

(Witness) Nicole Hewitt-Weinert

Bailey Excavating, Inc.
(Principal)

(Title)

United Fire & Casualty Company
(Surety)

(Title) Lori A. King-Clyde, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint JOHN T. FOSTER, OR LORI A. KING-CLYDE, OR JAMES N. SLEAR, OR DAN CUSENZA ALL INDIVIDUALLY of LANSTING MI

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of October, 2017 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of October, 2015

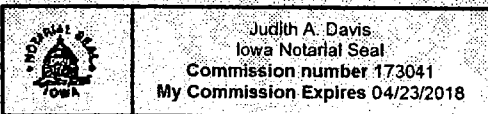
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman* Vice President



State of Iowa, County of Linn, ss:
 On 16th day of October, 2015, before me personally came Dennis J. Richmann

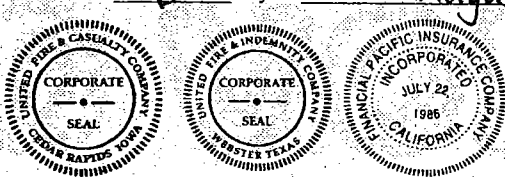
to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 16 day of August, 20 16.



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2016, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____ ("Contractor")

(An individual/partnership/corporation, include state of incorporation)

(Address)

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 [Insert Title of Bid and Bid Number] 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:

Non-discrimination and Living Wage
Declaration of Compliance Forms (if
applicable)
Vendor Conflict of Interest Form
Prevailing Wage Declaration of
Compliance Form (if applicable)
Bid Forms
Contract and Exhibits
Bonds

General Conditions
Standard Specifications
Detailed Specifications
Plans
Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means **Project Management Services Unit**

Project means **ITB No. 4447 – Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project**

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within **fifty-eight (58) 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 \$350.00 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.

The liquidated damages are for the non-quantifiable aspects of any of the

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

ARTICLE IV - The Contract Sum

Choose one only.

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

_____ Dollars (\$_____)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this 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. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

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

ARTICLE VII - Relationship of the Parties

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

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this 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. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold 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. The provisions of this Article shall survive the expiration or earlier termination of this contract for any reason.

ARTICLE X - Entire Agreement

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

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Howard S. Lazarus, City Administrator

By _____
Craig Hupy, Public Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) _____ (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 _____, 2016, for: **ITB No.: 4447 – Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project** and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2016.

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

(Name of Principal)
By _____
(Signature)
Its _____
(Title of Office)

Approved as to form:

Name and address of agent:

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 _____, 2016, for **ITB No.: 4447 – Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project;** and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 2016

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

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

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

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

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

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

Section 5 - Non-Discrimination

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

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

Section 14 - Extension of Time

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

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which

were not the result of its fault or negligence;

- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

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

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

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 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

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, certificates of insurance and other documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required on behalf of itself, and when requested, any subcontractor(s). The certificates of insurance endorsements and/or copies of policy language shall document that the Contractor satisfies the following minimum requirements.

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

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

- (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

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

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

- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering

Service Area/Unit at least ten days prior to the expiration date.

- (4) Any Insurance provider of Contractor shall be 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.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

materials.

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 20____, to _____, 20____, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled ITB No.: 4447 – Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

Section 44

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, _____, represents that on _____, 20____, it was awarded a contract by the City of Ann Arbor, Michigan to _____ under the terms and conditions of a Contract titled ITB No.: 4447 – Russell St., Upland Dr. & Woodmanor Ct. Reconfiguration Project. The Contractor represents that all work has now been accomplished and the Contract is complete.

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

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

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

Notary Public

_____ County, MI

My commission expires on:

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

Standard Specifications are available online:

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

DETAILED SPECIFICATION FOR PROJECT SCHEDULE

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

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

1. By no later than **September 7, 2016** the Contractor shall submit a detailed schedule of work for the Engineer's review and approval. The proposed schedule must fully comply with the scheduling requirements contained in this Detailed Specification. The Contractor shall update the approved work schedule each week and present it to the Engineer at the weekly progress meeting.
2. The Contractor will receive two (2) copies of the Contract, for his/her execution, on or before **September 20, 2016**. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance Certificate, to the City by **September 27, 2016**.
3. Contractor may begin construction on or before **October 1, 2016** and only after receiving the copy of executed contract documents and the Notice to Proceed from the City. Appropriate time extensions shall be granted if the Notice to Proceed is delayed due to the circumstances controlled by the City.
4. The entire work under this Contract, the restoration of all disturbed areas, permanent placement of concrete curb and gutters and hot mix asphalt, final grading and compaction of aggregate surface course and the removal of any and all traffic control devices shall be completed within **fifty-eight (58)** calendar days (excluding the seasonal limitation) from the date of Notice to Proceed.

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

The Contractor shall organize, coordinate and diligently execute the work, in the approximate order shown on the following Street List & Schedule. The Street List & Schedule details requirements for Starting Dates, Completion Dates, and Restricted Dates for each street, as well as the maximum number of calendar days allowed to complete each street. For the purpose of this Contract, "Beginning of Work" is defined as the date of installation of the "No-Parking" signs and and/or other traffic control. "Completion of Work" is defined as the completion of the work as specified herein and as directed by the Engineer (including, but not limited to, driveway wedging, surface restoration, clean-up, street cleaning, underground utility structure cleaning, and the removal of all temporary traffic control devices and "No Parking" signs).

The Engineer shall limit the Contractor's work operations to a number of streets that, in the opinion of the Engineer, is reasonable to allow for proper and thorough inspection, and to reduce traffic control and/or safety problems. The contractor shall not have more than two streets “active” at any given time. A street is considered “active” if work on the street has begun but has not yet been completed.

Street	Work Shall Begin After*	Work Shall Be Completed By*	Restricted Dates*	Maximum Calendar Days to Complete
Woodmanor	Notice to proceed	November 15 th		26
Russell				16
Upland				16

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$350.00** in “Liquidated Damages”, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the **fifty-eight (58)** calendar days from the date of Notice to Proceed.

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

The City's decision to delete locations, add locations, change the limits of construction at any locations, or, the City's contribution to a delay of the construction at any one location shall not entitle the Contractor to receive additional compensation for work on any other location(s), nor shall it relieve the Contractor of any responsibilities for completion of work on any other location(s).

MEASUREMENT AND PAYMENT

If the construction contract is not completed within the estimated 58 consecutive calendar days, and any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor, this Contract may be terminated with no additional compensation due to the Contractor, and the Contractor may be forbidden to bid on future City of Ann Arbor projects for a period of at least three (3) years. If the City elects to terminate the this Construction Contract due to non-performance, contract items paid for on a Lump Sum basis will be pro-rated based on percentage equal to the percentage of the contract work completed.

DETAILED SPECIFICATION FOR MAINTENANCE OF TRAFFIC

DESCRIPTION

Traffic shall be maintained in accordance with the City of Ann Arbor Public Services Department Standard Specifications except as specified in Sections 104.11, 812, and 922 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, the Michigan Manual of Uniform Traffic Control Devices, Latest Revised Edition (MMUTCD) and as amended herein.

The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights within the project and around the perimeter of the project for the safety and protection of local traffic. This includes, but is not limited to, advance, regulatory, and warning signs; barricades and channeling devices at intersecting streets on which traffic is to be maintained; barricades at the ends of the project and at right-of-way lines of intersecting streets; changeable message signs; lighted arrow boards, and moving traffic control devices for construction operations.

MATERIALS

The materials and equipment shall meet the requirements specified in the corresponding sections of the MDOT 2012 Standard Specifications for Construction and MMUTCD.

Maintenance of Local Traffic

Unless otherwise indicated on the plans, all side roads shall not be closed to through traffic except during construction operations of short duration and only upon written approval of the Engineer.

Local access shall be maintained at all times for emergency vehicles, refuse pick-up, mail delivery and ingress/egress to private properties.

Contractor must accommodate the safe access to the residential buildings and businesses located within construction area.

A lane-closure permit shall be obtained by the Contractor from the City Transportation Division, at least 48 hours in advance of any proposed lane or street closing.

The hours of work on all Local streets are 7:00 a.m. to 8:00 p.m., Monday through Saturday, or as specified on the lane-closure permit. No equipment will be allowed in the street before or after these hours. Local streets may only be closed to through traffic (local access only) with written authorization of the Engineer. Work must be completed each day such that all streets are re-opened to through traffic by 8:00 p.m. unless otherwise specified, directed, or authorized in writing by the Engineer. All major changes in traffic control shall be made either between 9:30 a.m. and 3:30 p.m., or between 7:00 p.m. and 6:30 a.m. in order to minimize interference with rush-hour traffic. All traffic controls must be in-place and ready for traffic each day by 6:30 a.m. and 3:30 p.m.

Driveways shall not be blocked for extended periods of time unless arrangements can be made with the affected property owner(s). When it becomes necessary to temporarily block driveways, the Contractor shall notify the affected property owners in advance to coordinate the work and allow sufficient time for vehicles to vacate from properties. It may be necessary to allow for vehicles to temporarily park in the roadway at locations that do not interfere with the Contractor's work. During these periods the owners of the respective vehicles must be available to, with proper notice, move their vehicles if it becomes necessary to accommodate the work.

The Contractor shall maintain pedestrian traffic at all times covered under the pay item "General Conditions". For maintaining normal pedestrian traffic while performing sidewalk and driveway repair, Type I barricades shall be placed by the Contractor, as directed by the Engineer. "Sidewalk Closed" and/or "Cross Here" signs shall be placed, by the Contractor, when directed by the Engineer.

During the sewer manhole cleaning, video inspection and lining, parking of residences in the construction area will not be allowed. Temporary "No Parking" signs will be supplied by the City. Any vehicle parked in the construction zone shall be ticketed and towed at the owner's expense.

At times when it becomes necessary to temporarily obstruct local traffic during the performance of the work, the Contractor shall provide traffic regulation in conformance with Chapter 6E of the MMUTCD. A minimum of two traffic regulators are required. The cost of traffic regulation shall be included in the pay item "Minor Traffic Control"

The Contractor shall use quantities of dust palliative, maintenance aggregate, and cold patching mixture for use as temporary base, surfacing, and dust control at utility crossings, side roads and driveways (wherever required to maintain traffic), and where directed by the Engineer to maintain local access. The cost for the use of dust palliative, maintenance aggregate and HMA wedging mixture, as required and directed by the Engineer for maintenance of traffic and local access, shall be included in contract pay item "Item No 201, General Conditions, Max. \$ _____" and it will not be paid for separately.

Maintain access to all mailboxes for users and the U.S. Postal Service at all times. Mailboxes and newspaper boxes that are in the right of way where construction is to be performed shall be removed and reset immediately in a temporary location near the construction area that is approved by the Engineer. The Contractor may propose the temporary relocation of mail boxes, subject to the approval of the Engineer. In either case, the temporary relocation of mail boxes will not be paid for separately. There are 34 mailboxes located within the project grading limits that may need to be temporarily relocated and then re-established in their permanent locations. Upon completion of the construction, all mailboxes and newspaper boxes, including their supports, shall be repositioned in their permanent locations, outside of sand filters, as approved by the Engineer. This work shall be included in the contract unit price for the contract pay item "Item No 201, General Conditions, Max. \$ _____" and it will not be paid for separately.

The Contractor shall perform the work of this Contract while maintaining traffic in accordance with the Contract Documents as specified herein.

The Contractor shall place portable, changeable message signs a minimum of one week prior to the start of construction in locations indicated by the Engineer.

The Contractor shall schedule the work requiring access from US23, in accordance with the MDOT Individual Construction Permit #81074-038568-16-041416, which can be found in Appendix A. The Contractor shall implement the traffic control on US23 in accordance with the details shown on sheet 4 of the construction plans.

**DETAILED SPECIFICATION
FOR
ITEM #201 – GENERAL CONDITIONS, MAX. \$15,000**

DESCRIPTION

This item shall include all work described and required by the Plans and Specifications for which no item of work is listed in the Bid Form, including but not limited to:

- Scheduling and organization of all work, subcontractors, suppliers, testing, inspection, surveying, and staking
- Coordination of, and cooperation with, other contractors, agencies, departments, and utilities
- Protection and maintenance of Utilities
- Placing, maintaining, and removing all soil erosion and sedimentation controls (as specified or as shown on project plans)
- Maintaining drainage
- Maintaining driveway drive openings, sidewalks, bike paths, mail deliveries, and solid waste/recycle pick-ups. This includes the placement and maintenance of gravel in driveway openings as directed by the Engineer
- Storing all materials and equipment off lawn areas
- Temporary relocation and final replacement/re-setting of mailboxes
- Site clean-up
- Coordination efforts to furnish various HMA mixtures as directed by the Engineer
- Furnishing and operating vacuum-type street cleaning equipment a minimum of once per week or more frequently as directed by the Engineer
- Furnishing and operating both vibratory plate and pneumatic-type (“pogo-stick”) compactors
- Furnishing and operating a backhoe during all work activities
- Furnishing and operating a jackhammer and air compressor during all work activities
- Noise and dust control
- Mobilization(s) and demobilization(s)
- Furnishing submittals and certifications for materials and supplies
- Disposing of excavated materials and debris
- Removal of shrubs, brush, and trees less than 8” diameter as directed by Engineer
- Trimming of trees to accommodate intersection sight distance as shown on plans and directed by Engineer.
- Fencing to protect excavation over 1’ in depth during non-work hours and trees as shown on plans or as directed by the Engineer. The fencing must be a minimum of 36” high, be constructed of orange HDPE material, and reasonably secured to prevent access.
- All miscellaneous and incidental items such as overhead, insurance, and permits.
- Meeting all requirements relating to Debarment Certification, Davis Bacon Act, and Disadvantaged Business Enterprise, and providing the necessary documentation.

MEASUREMENT AND PAYMENT

This item of work will be paid for on a pro rata basis at the time of each progress payment. Measurement will be based on the ratio between work completed during the payment period and the total contract amount. When all of the work of this Contract has been completed, the measurement of this item shall be 1.0 Lump Sum, minus any deductions incurred for inadequate performance as described herein. This amount will not be increased for any reason, including extensions of time, extras, and/or additional work.

The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
General Conditions, Max. \$15,000	Lump Sum

The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

DETAILED SPECIFICATION FOR ITEM #202 – DIGITAL AUDIO VISUAL COVERAGE

DESCRIPTION

This work shall include digital audiovisual record of the physical, structural, and aesthetic conditions of the construction site and adjacent areas as provided herein. This work will be performed for the entire project limits for Phase 2014 prior to the start of construction.

The audio-visual record shall be:

1. Of professional quality, providing a clear and accurate audio and visual record of existing conditions.
2. Prepared within the four (4) week period immediately prior to the start of construction
3. Furnished to the Engineer a minimum of one (1) week prior to bringing any materials or equipment within the areas described in this Detailed Specification.
4. Carried-out under the supervision of the Engineer.

The Contractor shall furnish one (1) copy of the completed audiovisual record to the Engineer. An index of the footage shall be included, including the street and house number, which will enable any particular area of the project to be easily found. This includes indexing the files according to street. The Contractor shall retain a second copy of the audiovisual record for his/her own use.

Any portion of the record determined by the Engineer to be unacceptable for the documentation of existing conditions shall be recorded again at the Contractor's sole expense prior to mobilizing onto the site.

PRODUCTION

The audio-visual record shall be completed in accordance with the following minimum requirements:

1. DVD Format, No Editing – The audio-visual record shall be done in color using equipment that allows audio and visual information to be recorded. Editing of the digital record, other to provide stationing and annotation on address, shall not be allowed and the speed and electronics of the videotaping equipment and DVD shall be equal to the 1080p video-recording standard.
2. Perspective / Speed / Pan / Zoom – To ensure proper perspective, the distance from the ground to the camera lens shall not be less than 5 feet and the recording must proceed in the general direction of travel at a speed not to exceed 48 feet per minute. Pan and zoom rates shall be controlled sufficiently so that playback will ensure quality of the object viewed.
3. Display – The recording equipment shall have transparent time, date stamp and digital annotation capabilities. The final copies of the tape shall continuously and simultaneously display the time (hours:minutes:seconds) and the date (month/date/year) in the upper left-hand corner of the frame. Accurate project stationing, where applicable, shall be included in the lower half of the frame in standard format (i.e. 1+00). Below the stationing periodic information is to be shown, including project name, name of area shown, street address, direction of travel, viewing direction, etc.

If in the event, the stationing has not been established on-site, refer to the plans and approximate the proposed stationing.

4. Audio Commentary / Visual Features – Locations relative to project limits and landmarks must be identified by both audio and video means at intervals no less frequent than 100 feet along the recording route. Additional audio commentary shall be provided as necessary during recording to

describe streets, buildings, landmarks, and other details, which will enhance the record of existing conditions.

5. Visibility / Ground Cover – The recording shall be performed during a time of day when good visibility is available. Recording shall not be performed during periods of precipitation or when snow, leaves, or other natural debris obstruct the area being recorded. The Contractor shall notify the Engineer in writing in the event that the weather or snow cover is anticipated to cause a delay in recording the audio-visual record.

COVERAGE

The audio-visual record coverage shall include the following:

1. General Criteria – This general criteria shall apply to all recording and shall include all areas where construction activities will take place or where construction vehicles or equipment will be operated or parked and or where materials will be stored. The recording shall extend an additional 50 feet outside of all areas of construction. The recording shall include all significant, existing man-made and natural features including driveways, sidewalks, utility covers, utility markers, utility poles, other utility features, traffic signal structures and features, public signs, private signs, fences, landscaping, trees, shrubs, other vegetation, and other similar or significant features.
2. Other Areas – The Contractor shall record at his sole expense other areas where, in his/her opinion, the establishment of a record of existing conditions is warranted. The Contractor shall notify the Engineer in writing of such areas.
3. Street List – This item shall include the recording of all of the streets as listed in the Detailed Specification for Progress Schedule and Construction Limits.

The Engineer may direct the recording of other minor areas not specified herein at the Contractor's sole expense.

AUDIOVISUAL RECORDING SERVICES

The following companies are known to be capable of providing the audio-visual recording services required by this Detailed Specification and shall be utilized, unless the Contractor receives prior written approval from the Engineer to utilize another company of comparable or superior qualifications.

- Construction Video Media
- Midwest Company
- Topo Video, Inc.
- Video Media Corp

MEASUREMENT AND PAYMENT

The completed work as measured for these items of work will be paid for at the Contract Unit Prices for the following Contract (Pay) Items:

PAY ITEM

Digital Audiovisual Coverage

PAY UNIT

Lump Sum

Audiovisual Record Coverage shall include all labor, equipment, and materials required to perform the recording and to provide the finished audio-visual record to the Engineer. The unit price includes recording the entire project limits, for each and every street, as described above.

**DETAILED SPECIFICATION
FOR
ITEM #203 - MINOR TRAFFIC DEVICES, MAX. \$8,000**

DESCRIPTION

The work of Temporary Traffic Devices shall consist of protecting and maintaining vehicular and pedestrian traffic as shown on the plans, in the Maintenance of Traffic specification, and as directed by the Engineer, in accordance with Sections 103.05, 103.06, and 812 of the 2012 MDOT Standard Specifications for Construction; Part 6 of the Michigan Manual of Uniform Traffic Control Devices, Latest Revised Edition (MMUTCD); and the City Standard Specifications, except as modified herein. These devices include, but not limited to, advance, regulatory, and warning signs; barricades and channeling devices at intersecting streets on which traffic is to be maintained; barricades at the ends of the project and at right-of-way lines of intersecting streets; changeable message signs; lighted arrow boards; sign/signal covers and pavement marking cover tape for construction operations.

The work of Minor Traffic Devices shall include, but not be limited to:

- The furnishing and operating of miscellaneous signs, warning devices, flag-persons, and cones;
- The operation of additional signs furnished by the City;
- Furnishing and installing meter bags;
- Coordinating with the City to have meter heads removed and reinstalled;
- Maintaining pedestrian traffic;
- Temporarily covering traffic controls;
- Temporarily covering existing signs as directed;
- Any and all other miscellaneous and/or incidental items which are necessary to properly perform the work.

The Contractor shall maintain vehicular and pedestrian traffic during the work by the use of flag-persons, channelizing devices, and signs as necessary, as directed by the Engineer, and in accordance with MMUTCD. Typical applications for maintaining pedestrian traffic in accordance with the MMUTCD are included in this detailed specification.

MATERIALS, EQUIPMENT, AND CONSTRUCTION METHODS

General

Materials and equipment shall meet the requirements specified in the above-designated sections of the MDOT Standard Specifications.

All temporary traffic/pedestrian control devices furnished by the Contractor shall remain the property of the Contractor. The City shall not be responsible for stolen or damaged signs, barricades, barricade lights or other traffic maintenance items. The Contractor shall replace missing traffic control devices immediately, at no additional cost to the City.

All existing signs, and signs erected by the City of Ann Arbor on this project shall be preserved, protected, and maintained by the Contractor. Existing City owned signs which are damaged by the Contractor during the work will be repaired by the City at the Contractor's expense.

The Contractor shall temporarily cover conflicting traffic and/or parking signs when directed by the Engineer.

When traffic control devices have been damaged by, or due to, the negligence of the Contractor, his subcontractors or material suppliers, the traffic control devices shall be replaced at the Contractor's expense.

Lighted Plastic Drums; Barricades; Temporary Signs; Portable Changeable Message Signs; Lighted

Arrow Boards; Pavement Marking Cover Tape; Temporary Pavement Markings

The Contractor shall furnish and operate these items as directed by the Engineer.

Traffic control devices meeting current MDOT and MMUTCD specifications shall be used on this project.

Lighted plastic drums shall be sufficiently ballasted to minimize tipping.

Type I and III barricades shall have standard orange-and-white stripes on both sides of the barricade.

Sufficient signs shall be provided by the Contractor to ensure the safety of the workers and the general public in accordance with the current MMUTCD.

"Road Work Ahead" warning signs shall be placed, as indicated on the Plans, or as directed by the Engineer, prior to the start of work, regardless of the nature, magnitude or duration of the work.

Removable black pavement marking cover tape shall be used to cover conflicting pavement markings as directed by the Engineer.

Temporary pavement markings may be used within transition areas as directed by the Engineer and shall be removable.

MEASUREMENT AND PAYMENT

This item of work will be paid for on a pro rata basis at the time of each progress payment. Measurement will be based on the ratio between work completed during the payment period and the total contract amount. When all of the work of this Contract has been completed, the measurement of this item shall be 1.0 Lump Sum.

The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

PAY ITEM

Minor Traffic Devices, Max \$8,000

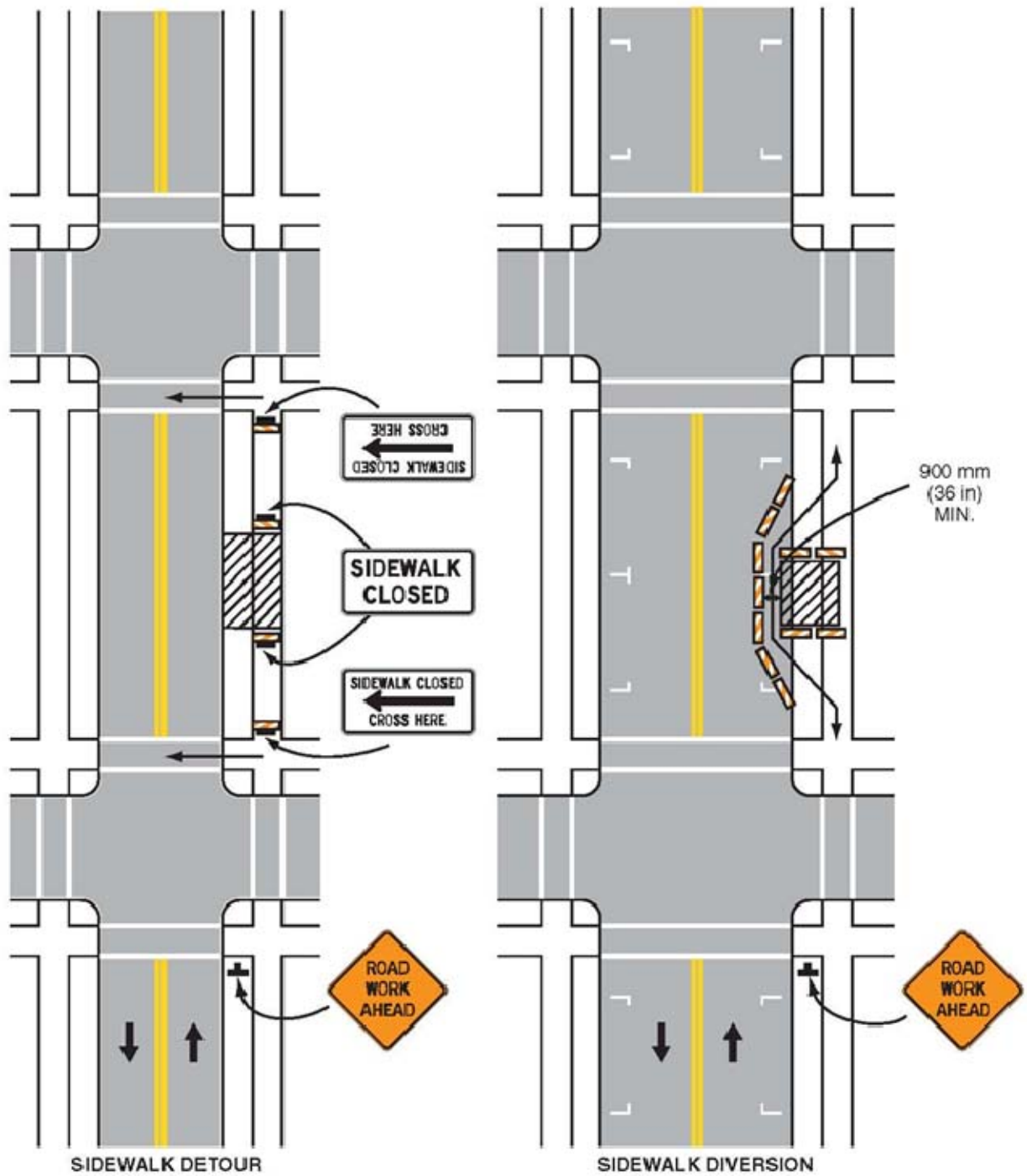
PAY UNIT

Lump Sum

The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.



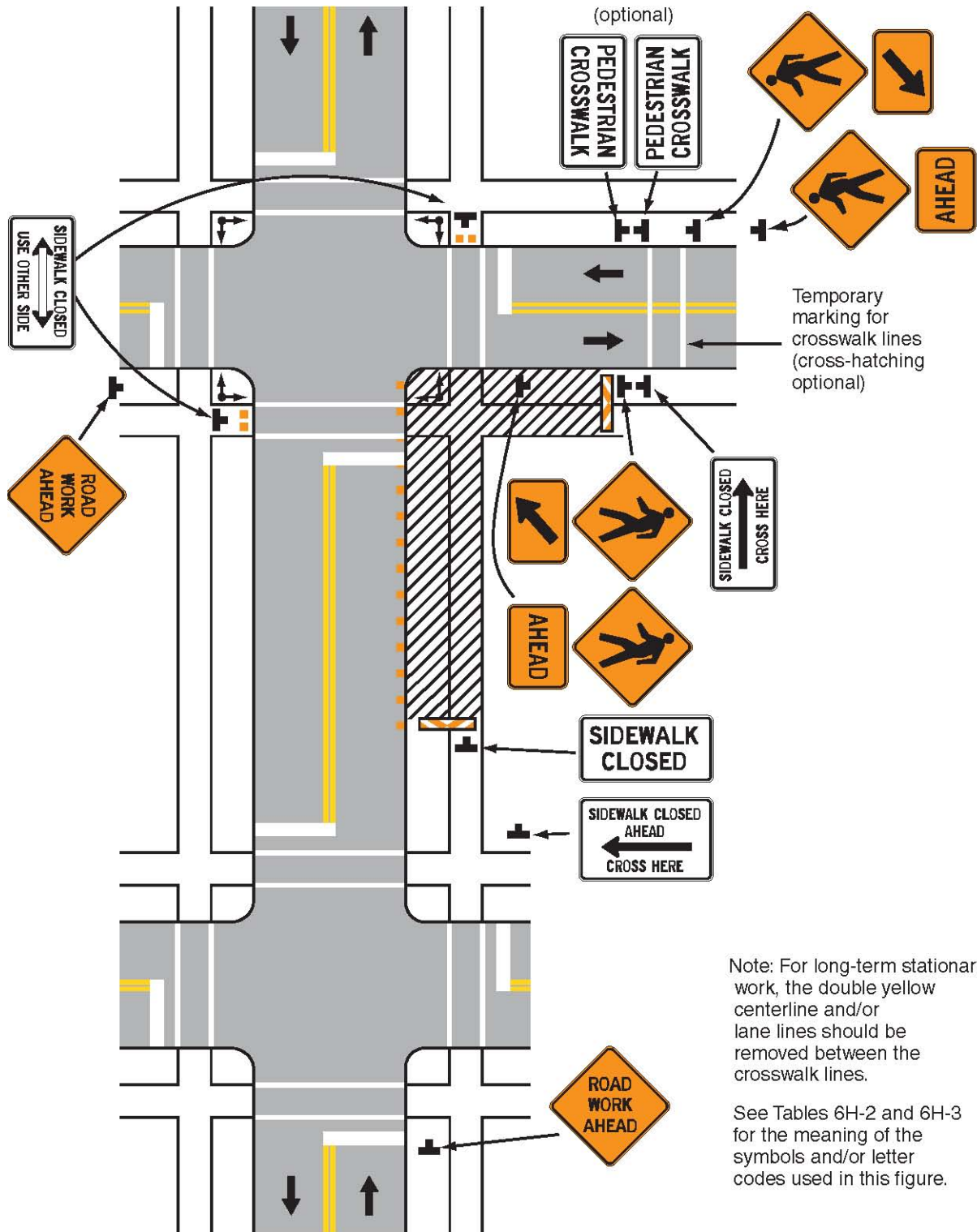
Figure 6H-28. Sidewalk Detour or Diversion (MI) (TA-28)



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Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.
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Figure 6H-29. Cross walk Closures and Pedestrian Detours (MI) (TA-29)



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**DETAILED SPECIFICATION
FOR
ITEM #204 – CLEAN-UP AND RESTORATION, SPECIAL**

DESCRIPTION

This item of work shall conform to Division IX, Section II, Clean-Up & Restoration of the Public Services Area Standard Specifications, except as specified herein.

This work shall include the removal of all surplus materials from the site including; but not limited to; tools, dirt, rubbish, construction debris, and excess excavated material. This work shall also include the restoration of all existing lawn areas, road surfaces, culverts, drives, and sidewalks disturbed by the work. This work includes placing topsoil, fertilizer, seeding, and furnishing and installing mulch blankets on all disturbed areas as approved by the Engineer except for sand filter areas, which have separate surface restoration pay items. Mulch blankets are required on all seeded areas.

MATERIALS

The materials shall meet the requirements specified in the MDOT 2012 Standard Specifications as designated, as specified herein, and as approved by the Engineer:

- Seed shall be THM (Turf Loamy to Heavy) seed mixture as described in MDOT Table 816-1.
- Fertilizers shall be a Class A. The percentages by weight shall be 12- 12- 12, or as approved by the Engineer.
- Water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances.
- Mulch blankets shall be High Velocity Straw Mulch Blankets as specified in MDOT section 917.

MAINTENANCE AND ACCEPTANCE

It is the responsibility of the Contractor to establish a dense lawn of permanent grasses, free from mounds and depressions prior to final acceptance and payment of this project. Any portion of a seeded area that fails to show a uniform germination shall be reseeded. Such reseeding shall be at the Contractor's expense and shall continue until a dense lawn is established. The Contractor is responsible for restoring all areas disturbed by his construction.

The Contractor shall maintain all lawn areas until they have been accepted by the Engineer. Lawn maintenance shall begin immediately after the grass seed is in place and continue until final acceptance with the following requirements:

Lawns shall be protected and maintained by watering, mowing, and reseeding as necessary, until the period of time when the final acceptance and payment is made by the Engineer for the project, to establish a uniform, weed-free, stand of the specified grasses. Maintenance includes furnishing and installing additional topsoil, and reseeding all as may be required to correct all settlement and erosion until the date of final acceptance.

Damage to seeded areas resulting from erosion shall be repaired by the Contractor at the Contractor's expense. Scattered bare spots in seeded areas will not be allowed over three (3) percent of the area nor greater than 6"x 6" in size.

When the above requirements have been fulfilled, the Engineer will accept the lawn.

Cleanup and Restoration must be performed upon the completion of each stage of work and not as one single operation at the completion of the entire project.

MEASUREMENT AND PAYMENT

Measurement and payment for this item of work shall conform to Division IX, Section 2, Clean-Up & Restoration of the Public Services Area Standard Specifications except as modified herein.

The completed work for “Clean-Up & Restoration, Special” will be paid for on a lump sum (LS) basis. 80% of said lump sum shall be paid upon completion and approval of the site by the Engineer. By May 31st of the year following the completion of the project, the Engineer will inspect the seeded turf to ensure that the end product is well established; weed free, and in a growing and vibrant condition. If the Engineer determines that the restored areas meet the project requirements, the remaining 20% of the lump sum will be paid. If the Engineer determines that the restored areas do not meet the project requirements, the Contractor will continue with any and all measures necessary to meet the project requirements. All costs associated with the remedial measures shall be borne entirely by the Contractor.

PAY ITEM

Clean-Up & Restoration, Special

PAY UNIT

Lump Sum

**DETAILED SPECIFICATION
FOR
ITEM #205 - "NO PARKING" SIGNS**

DESCRIPTION

This work shall consist of installing, maintaining and removing of "No Parking" signs and posts, as outlined herein and as referenced on the plans. "No Parking" signs shall be installed in accordance with the Public Services Department Standard Specifications and the most recent version of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

MATERIAL

All materials for this work shall conform to the requirements of the Public Services Department Standard Specifications.

CONSTRUCTION METHODS

Prior to the commencement of any construction activity, the Contractor will be required to place "No Parking" signs where directed by the Engineer. The Contractor shall obtain a permit for "Permission to Prohibit On-Street Parking" from the City of Ann Arbor Project Management Unit. This permit shall be obtained a minimum of 48 hours prior to the posting of "No Parking" signs.

The City will furnish "No Parking" signs to the Contractor at no cost. The Contractor shall furnish the signposts and shall securely bolt the signs to the signposts as directed by the Engineer. The Contractor shall install the signposts at least two feet deep into the ground, and there shall be a minimum 6-foot and maximum 7-foot clearance maintained between the bottom of the sign and the ground. The signs are to be placed at 150-foot intervals (or as necessary) to eliminate parking in the construction area.

The installation of "No Parking" signs shall be in accordance with the permit. "No Parking" signs shall be installed by the Contractor, as directed by the Engineer, at least 24 hours prior to the proposed start-of-work/enforcement date. "No Parking" signs shall be returned to the City at the completion of the work. The cost of unreturned signs will be backcharged to the Contractor. "No Parking" signs shall be covered by the Contractor, thereby allowing on-street parking, until between 24 and 36 hours prior to the start of the work. "No Parking" signs shall be covered by the Contractor whenever there is no work being performed for a period of time longer than 72 hours.

MEASUREMENT AND PAYMENT

The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

"No Parking" signs will be measured as the maximum number installed on each street at any one time. The unit price includes the removal and return of "No Parking" signs to the City upon completion of the project. The Contractor shall be backcharged for the replacement costs for damaged or unreturned signs.

PAY ITEM

"No Parking" Signs

PAY UNIT

Each

DETAILED SPECIFICATION FOR COORDINATION AND COOPERATION WITH OTHERS AND WORK BY OTHERS

The Contractor is reminded as to the requirements of article 104.07 of the 2012 edition of the MDOT Standard Specifications, "Cooperation by the Contractor."

The Contractor shall directly coordinate his/her work with individual City Departments/Divisions/Units.

The Contractor is hereby notified that the City of Ann Arbor Field Services Unit may be installing traffic control conduits, traffic signal sensors, and the like, at various locations.

No additional compensation will be paid to the Contractor, and no adjustments to contract unit prices will be made, due to delays and/or the failure of others in the performance of their work, nor for delays due to the encountering of existing utilities that are, or are not, shown on the Plans.

The following Utility Owners may have overhead and/or underground facilities located within the Right-of-Way:

- The City of Ann Arbor
- DTE - MichCon (Michigan Consolidated Gas Company)
- DTE - Edison (Detroit Edison Company)
- SBC - (Ameritech)
- Comcast
- MCI Communications
- Sprint Communications
- The University of Michigan
- Michigan Department of Transportation

On all projects:

"3 Working Days before you Dig - Call MISS DIG - Toll Free" Phone No. 1-800-482-7171.

The Owners of public or private utilities which will not interfere with the completed project and which do not present a hazard to the public or an extraordinary hazard to the Contractor's operations will not be required to move their facilities on or from the street right-of-way.

Stoppages created solely by the operations of the utility companies which delay utility revisions on any portion of this project may be considered as a basis of claim for an extension of time for project completion.

The Contractor shall schedule the work requiring access from US23, in accordance with the MDOT Individual Construction Permit #81074-038568-16-041416, which can be found in Appendix A. The Contractor shall submit an updated schedule for this work at least seven days prior to the commencement of this work to allow for "Advance Notice" to be submitted to MDOT.

Costs for this work will not be paid for separately, but shall be included in the bid price of the pay item "General Conditions."

DETAILED SPECIFICATION FOR SOIL EROSION CONTROL

The Contractor shall furnish, place, maintain and remove soil erosion and sedimentation control measures, including but not limited to, silt fence, and fabric filters at all drainage structures, all in accordance with all applicable City (and other governmental agencies) codes and standards, as directed by the Engineer, as detailed in the Standard Specifications, and as shown on the Plans.

DESCRIPTION

This work consists of installing and maintaining inlet filters in accordance with Section 208 of the 2012 Michigan Department of Transportation Standard Specifications for Construction and as shown on the plans. Filters shall be installed in existing and proposed inlets in order to minimize the erosion of soil and the sedimentation of water courses. The related work includes the installation, maintenance and removal of the filter cloth, cleaning as required during the performance of the project work, removing and disposing of accumulated sediment, and replacement of filters if required by the Engineer so as to provide a properly working inlet filter and a well-drained site.

MATERIALS

The inlet filters shall be in accordance with the REGULAR FLOW SILTSACK® manufactured by ACF Environmental (800) 448-3636; FLEXSTORM® Style FX manufactured by Advanced Drainage Systems, Inc. (800) 821-6710; CATCH-ALL® manufactured by Price & Company (866) 960-4300, or Engineer approved equal.

METHODS OF CONSTRUCTION

The Contractor shall install, maintain, clean, and re-install and/or replace inlet filters in accordance with the manufacturer's specifications and as directed by the Engineer. The Contractor shall dispose of debris off-site.

Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "Inlet Filter."

**DETAILED SPECIFICATION
FOR
VACUUM TYPE STREET AND
UTILITY STRUCTURE CLEANING EQUIPMENT**

The Contractor shall furnish and operate throughout the construction period, vacuum type street cleaning and utility structure cleaning equipment (Vac-All, Vactor, etc.) approved by the Engineer, as and when directed by the Engineer for dust control, for dirt/debris control, and for street cleaning immediately prior to, and for street and utility structure cleaning after any and all paving. The cleaning equipment shall be of sufficient power to remove dust, dirt, and debris from the pavement and from utility structures in and adjacent to the construction area.

Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions."

DETAILED SPECIFICATION FOR MATERIALS AND SUPPLIES CERTIFICATIONS

The following materials and supplies shall be certified by the manufacturer or supplier as having been tested for compliance with the Specifications:

- HMA materials
- Hot-poured Joint Sealants
- Cements, coatings, admixtures and curing materials
- Sands and Aggregates
- Steel and Fabricated metal
- Portland Cement Concrete Mixtures
- Reinforcing Steel for Concrete
- Reinforcing Fibers for Concrete
- Pre-cast Concrete products
- Sanitary Sewer Pipe
- Storm Sewer Pipe
- Water Main Pipe
- High Density Polyethylene Pipe
- Edge Drain and Underdrain Pipe
- Geotextile Filter Fabric and Stabilization Fabric/Grids

The Contractor shall submit all certifications to the Engineer for review and approval a minimum of three business days prior to any scheduled delivery, installation, and/or construction of same.

Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions."

**DETAILED SPECIFICATION
FOR
CONTRACT DRAWINGS/PLANS**

Bidders shall carefully check and review all Drawings, plans, and specifications, and advise the Engineer of any errors or omissions discovered. The Drawings/Plans may be supplemented by such additional Drawings/Plans and sketches as may be necessary or desirable as the work progresses. The Contractor shall perform all work shown on any additional or supplemental Drawings/Plans issued by the Engineer.

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

**DETAILED SPECIFICATION
FOR
WORKING IN THE RAIN OR IN THE DARK**

Working in the Rain

The Contractor shall not work in the rain unless authorized in writing by the Engineer.

The Engineer may delay or stop the work due to threatening weather conditions.

The Contractor shall not be compensated for unused materials or downtime due to rain, or the threat of rain.

The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the rain.

Working in the Dark

The Contractor shall not work in the dark except as approved by the Engineer.

The Engineer may stop the work, or may require the Contractor to defer certain work to another day, if, in the Engineer's opinion, the work cannot be completed within the remaining daylight hours, or if inadequate daylight is present to either properly perform or inspect the work.

The Contractor will not be compensated for unused materials or downtime, when delays or work stoppages are directed by the Engineer for darkness and/or inadequate remaining daylight reasons.

The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the dark.

**DETAILED SPECIFICATION
FOR
QUANTITIES AND UNIT PRICES**

Quantities as given are approximate and are estimated for bidding purposes. Quantities are not guaranteed and may vary by any amount. While it is the City's intent to complete the project substantially as drawn and specified herein, quantities may be changed or reduced to zero for cost savings or other reasons. **The City reserves the right to change the quantities, delete pipe lining quantities, or add pipe lining quantities, and no adjustment in unit price will be made for any change in any quantity.**

DETAILED SPECIFICATION FOR CONCRETE DURABILITY

DESCRIPTION

The Contractor shall furnish a Portland cement concrete mixture for this project that has been tested under this specification and shown to be resistant to excessive expansion caused by alkali-silica reactivity (ASR) and provides adequate air entrainment for freeze thaw durability. The Contractor shall construct the project with practices outlined in this specification.

MATERIALS

The materials provided for use on this project shall conform to the following requirements:

Portland cement	ASTM C 150
Fine Aggregate	ASTM C 33*
Coarse Aggregate	ASTM C 33*
Fly Ash, Class F	ASTM C 618
Slag Cement, Grade 100, 120	ASTM C 989
Silica Fume	ASTM C 1240
Blended Cements	ASTM C-595
Air Entraining Admixtures	ASTM C-260
Chemical Admixtures	ASTM C-494
White Membrane Cure	ASTM C-309 Type 2

* Fine and coarse aggregates shall consist of natural aggregates as defined in the 2012 MDOT Standard Specifications Section 902.

The Contractor shall provide documentation that all materials to be incorporated into proposed mixed designs meet the requirements of this section.

Alkali-Silica Reactivity

The Contractor shall supply to the Engineer preliminary concrete mix designs including a list and location of all suppliers of concrete materials. The Contractor shall evaluate the mixtures for the potential for excessive expansion caused by ASR and provide documentation to the Engineer. The Contractor's evaluation shall include a review of any previous testing of the material sources intended to be used for both the fine and coarse aggregates for the concrete mixtures. The previous testing may be from other projects or records provided by the material suppliers.

Aggregates shall be tested under ASTM C-1260. If the expansion of the mortar bars is less than 0.10%, at 14 days, the aggregates shall be considered innocuous and there are no restrictions for ASR mitigation required with this material.

Previous aggregate test data may be used. If no previous test data is available, for the concrete mix, that shows that it is resistant to ASR, a concrete mixture that will mitigate the potential for ASR must be designed using either method 1 or 2 as described below.

Method 1. Substitution of a portion of the cement with Class F Fly Ash, Slag Cement Grade 100 or 120 or a ternary mix (blended cement) containing a blend of Portland cement and slag cement, or Class F fly ash, or silica fume.

The maximum substitution of cement with the fly ash permitted shall be 25% by weight of total cementitious material (cement plus fly ash). Additional requirements for the Fly Ash, Class F are that the Calcium Oxide (CaO) percent shall be less than 10 % and the available alkalis shall not exceed a maximum of 1.5%. A copy of the most recent mill test report shall be submitted to verify. Note: a Class C fly ash with a minimum total oxides ($\text{SiO}_2 + \text{Al}_2\text{O}_3 + \text{Fe}_2\text{O}_3$) of 66% and a minimum SiO_2 of 38% may be used in lieu of Type F fly ash.

The maximum substitution of cement with the Slag Cement permitted shall be 40% by weight of total cementitious material (cement plus Slag Cement). The minimum replacement rate with Slag Cement shall be 25%.

For a ternary blend the total replacement of supplementary cementitious materials is 40% with a blend consisting of a maximum of 15% type F fly ash, and/or 8% silica fume and/or slag cement.

For method 1, the effectiveness of the proposed mix combination to resist the potential for excessive expansion caused by ASR shall be demonstrated using current or historic data. To demonstrate the effectiveness of the proposed mix the Contractor shall construct and test mortar bars per ASTM C1567 (14 day test) using both the fine and coarse aggregate along with the proposed cementitious material for the concrete mixture. If a mortar bar constructed of these materials produces an expansion of less than 0.10%, concrete mixture will be considered to be resistant to excessive expansion due to ASR.

If a mortar bar constructed produces an expansion of 0.10% or greater, concrete mixtures containing these materials shall not be considered resistant to the potential for excessive expansion due to ASR and shall be rejected. Additional testing, including alternate proportions or different materials will be required.

Method 2. Use low alkali cement and maintain the total alkali content from the cementitious at no more than 3.0 lbs/cyd ($\text{Na}_2\text{O}_{\text{eq}}$). The total alkali contribution is calculated by the quantity contained in the Portland cement only.

Requirements for Low Alkali Cement are that the alkali content does not exceed 0.60% expressed as Na_2O equivalent. Equivalent sodium oxide is calculated as: (percent Na_2O + 0.658 x percent K_2O).

For either method 1 or 2, if the Contractor intends to change any component material supplied after the mix design has been approved all concrete work will be suspended with no cost to the project or extensions of time, unless approved, until evaluation of the new mixtures and testing of the new materials demonstrates that it is resistant to excessive expansion due to ASR.

The Engineer and Contractor shall monitor the concrete that is delivered to the project site so as to insure that the approved mix design is being followed. The supplier shall include on the delivery ticket for each batch of concrete delivered to the job, the identification and proportions of each material batched.

When concrete is placed during cold weather, defined for the purposes of this Detailed Specification to be, air temperatures below 40° F, the use of accelerators, heated aggregates, silica fume and/or additional forms of cold weather protection will be required. Cold weather will not eliminate the requirement for furnishing and placing a concrete mix that is considered resistant to ASR attack.

Prior to cool weather placement, defined for the purposes of this detailed specification to be, air temperatures between 40° and 60° F, the set time of the proposed mix shall be verified under anticipated field conditions. This information shall be used when scheduling pours and saw crews.

Air Entrainment

Air entrainment shall be accomplished by addition of an approved air entraining agent. Air content as determined by ASTM C 231 or ASTM C 173, shall be determined on each day of production as early and as frequently as necessary until the air content is consistently acceptable. If during the period of time while adjustments are being made to the concrete to create a mixture that is consistently acceptable, concrete is produced that does not meet the requirements of this Detailed Specification, the Engineer may reject the material and direct it to be removed from the jobsite. Any rejected material shall be removed from the jobsite at the Contractor's sole expense. Quality Control testing performed by the Contractor to ensure compliance with the project specifications shall be performed on the grade ahead of the placement operation.

Paver placement: During production, the plastic concrete material shall be tested for acceptance at a point ahead of the paver. The air content of the concrete mixture that the Contractor shall provide shall be known as the Acceptance Air Content (AAC). The Contractor shall also provide additional entrained air in the concrete mixture to account for the air loss which occurs in the concrete mixture experienced during transportation, consolidation and placement of the concrete. The "air loss" shall

be added to the air content of the concrete mixture as established on the approved concrete mix design. The AAC for the project will be 6.0% plus an amount equal to the air loss.

For up to the first four loads, the air content measured on-site prior to placement shall be at least 8.0% and no more than 12.0%. To establish the initial AAC on the first day of paving, the air content of the first load shall be tested at the plant. After initial testing at the plant the Contractor shall provide at least two sample sets to determine the actual air loss during placement. A sample set shall consist of two samples of concrete from the same batch, one taken at the point of discharge and the other from the in-place concrete behind the paver. The air loss from the two sample sets shall be averaged and added to 6.0% to establish the AAC (rounded to the next higher 0.5%). After the testing and adjustment procedure(s) have been completed, the project acceptance air tests shall be taken prior to placement. The Contractor shall provide concrete to the jobsite that has an air content of plus 2.0%, or minus 1.0%, of the AAC.

After the AAC has been established, it shall be verified and/or adjusted through daily checks of the air loss through the paver. The Contractor shall check the air loss through the paver a minimum of two times a day. A Revised AAC shall be required to be established by the Contractor if the average air loss from two consecutive tests deviates by more than 0.5% from the current accepted air loss. The testing operations performed by the Contractor to establish a revised AAC shall be performed to the satisfaction of the Engineer. The Contractor shall be solely responsible for any delays and/or costs that occur to the project while establishing revised AACs.

Hand placed concrete: The air content for non-slip-form paving shall be 7.0% plus 1.5%, or minus 1.0%, at the point of placement.

CONSTRUCTION METHODS

Aggregate Control

Gradation control – The supplier shall provide a detailed stockpile management plan, describing their process control procedure for shipping, handling, and stockpiling of each aggregate including workforce training.

Moisture control – All aggregate materials must be conditioned to a moisture content of not less than saturated surface dry (SSD) prior to batching. A watering process using an effective sprinkler system designed and operated by the Contractor shall be required on all coarse aggregate material stockpiles.

The Contractor shall provide verification that these processes have been performed by the supplier. The Engineer reserves the right to independently verify that the supplier has complied with these standards.

Mixing

Central mix plants - The total volume of the batch shall not exceed the designated size of the mixer or the rated capacity as shown on the manufacturer's rating plate.

Drum Mix Plants: After all solid materials are assembled in the mixer drum; the mixing time shall be a minimum of 60 seconds and a maximum of 5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall start after the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. Any additional slump water required shall be added to the mixing chamber by the end of the first 25% of the specified mixing time. Mixers shall not be used if the drum is not clean or if the mixing blades are damaged or badly worn

Ribbon mixers: After all solid materials are assembled in the mixer; the mixing time shall be a minimum of 30 seconds and a maximum of 2.5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test

determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall be indicated by an accurate timing device which is automatically started when the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of 10 seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.

Truck Mixers -The capacities and mixing capabilities shall be as defined in ASTM C 94, and each unit shall have an attached plate containing the information described therein. The plate may be issued by the Truck Mixer Manufacturer. The mixer capacity shall not be exceeded, and the mixing speeds shall be within the designated limits. Truck mixers shall be equipped with a reliable reset revolution counter. If truck mixers are used for mixing while in transit, the revolution counter shall register the number of revolutions at mixing speed.

An authorized representative of the concrete producer shall certify that the interior of the mixer drum is clean and reasonably free of hardened concrete, that the fins or paddles are not broken or worn excessively, that the other parts are in proper working order, and that the unit has been checked by the representative within the previous 30 calendar day period to substantiate this certification. The current, signed certification shall be with the unit at all times.

The required mixing shall be between 70 and 90 revolutions. The mixing shall be at the rate designated by the manufacturer and shall produce uniform, thoroughly mixed concrete.

The Engineer may inspect mixer units at any time to assure compliance with certification requirements, and removal of inspection ports may be required. Should the Engineer question the quality of mixing, the Engineer may check the slump variation within the batch. Should the slump variation between two samples taken, one after approximately 20% discharge and one after approximately 90% discharge of the batch, show a variation greater than 3/4 inch (20 mm) or 25% of the average of the two, whichever is greater, the Engineer may require the mixing to be increased, the batch size reduced, the charging procedure be modified or the unit removed from the work.

The practice of adding water on the site shall be discouraged. After the slump of the concrete in the first round of trucks has been adjusted on-site, the amount of water added at the plant shall be adjusted accordingly for that day's work. All additions of water on site shall be approved by the Engineer.

Curing

Apply liquid curing compound in a fine atomized spray to form a continuous, uniform film on the horizontal surface, vertical edges, curbs and back of curbs immediately after the surface moisture has disappeared, but no later than 30 minutes after concrete placement. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties.

The cure system shall be on site and tested prior to concrete placement.

Apply a curing compound at a rate of application not less than 2 gallons per 25 square yards. The Contractor shall keep the material thoroughly mixed per the Manufacturer's recommendations. The curing compound shall not be diluted.

The finished product shall appear as a uniformly painted solid white surface. Areas exhibiting a blotchy or spotty appearance shall be recoated immediately.

COMPLIANCE WITH STANDARDS

The Engineer will review and approve all material test reports and mix designs supplied by the Contractor before any placement of concrete. The Engineer will visually inspect the placed concrete and review the concrete test reports prior to final acceptance.

Acceptance sampling and testing will be performed using the sampling method and testing option selected by the Engineer. Acceptance testing will be performed at the frequency specified by the Engineer. Quality

control measures to insure job control are the responsibility of the Contractor. The Engineer's testing and/or test results will not relieve the Contractor from his/her responsibilities to produce, deliver, and place concrete that meets all project requirements. The Engineer's test results are for acceptance purposes only.

If the results of the testing are not in compliance with the project specifications, the Engineer shall determine appropriate corrective action(s). Time extensions will not be granted to the Contractor during the time that the Engineer is determining the necessary corrective actions.

If, in the Engineer's judgment, the rejected material must be replaced, the material in question will be removed and replaced at the Contractor's sole expense. The removal costs will be deemed to include all relevant and associated costs including, but not limited to; re-mobilization, traffic control, re-grading the aggregate base course, if required, placement of material meeting the project specifications, and all other expenses. Time extensions will not be granted to the Contractor for any required repair work to meet the requirements of this specification.

If the Engineer decides that the material in question can remain in place, an adjustment to the contract unit price(s) may be made of up to 100% of the bid price(s) for the affected items of work.

MEASUREMENT AND PAYMENT

The cost associated with complying with the requirements as described herein, including any required remedial action(s), shall be included in the cost of other items of work and shall not be paid for separately.

DETAILED SPECIFICATION FOR TREES AND PLANTING MATERIAL

DESCRIPTION

This work shall consist of planting trees and native plants or plugs at the locations shown on the plans, as directed by the Engineer, according to section 815, 816 and 917 of the 2012 Michigan Department of Transportation Standard Specifications, and as modified herein. Work also includes providing and placing tree drip bags and shredded bark mulch around tree plantings and providing shredded hardwood mulch where indicated on the plans.

MATERIALS

NATIVE PLUGS

- A. Plugs shall be of native plant material of genotypes from the north central states only (MI, IL, IN, IA, OH), and from a recognized nursery of this region. Michigan sources for plugs shall be located before reaching out to other north central states.
- B. Species of native plant material must be the straight species, not a cultivar, unless approved by the Engineer, or specified as a cultivar in the plant lists.
- C. Plugs shall be installed in the proportion and pattern as indicated on the drawings.

ALL PLANTINGS

- A. Material shall be of the size, genus, species, variety, cultivar and any other special designation as shown on the drawings. No substitution of species, cultivar, variety or size shall be accepted without written approval from the Engineer. Plant material shall be nursery grown, under climatic conditions similar to those in the locality of the project.
- B. Quality: Plants shall comply with the recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock." Plants shall be healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sunscald, injuries, abrasions, or disfigurement.
- C. Balled and burlapped trees shall be dug with solid balls of standard size, the balls securely wrapped with non-synthetic, untreated, biodegradable burlap, and tightly bound with non-synthetic, biodegradable rope or twine. Alternatively they may be placed in wire basket lined with non-synthetic, untreated, biodegradable burlap and tightly bound with non-synthetic, biodegradable rope or twine. Plants balled with plastic burlap will not be accepted.

TREE DRIP IRRIGATION BAGS

Tree drip irrigation bags shall be 20 gallon, slow release watering bags.

MULCH

Mulch shall be shredded hardwood mulch. Bark mulch, or colored or dyed mulch will not be accepted. For trees, mulch will be placed on the soil surface over the rootball of the tree, but not directly adjacent. Mulch should not touch tree trunk. The mulch depth is to be no less than 3" and no more than 4 inches. For all native plug planting areas shredded hardwood mulch is to be spread at a depth indicated on the plans.

STAKES

Stakes or plant locations shall be 1" X 2" X 3', and supplied by the CONTRACTOR.

TREE SUPPORT

- A. No trunk wrapping material shall remain on the tree after planting.
- B. Tree staking is not necessary unless the site is windy or the tree is greater than 3" in caliper. Any tree staking shall be approved by the ENGINEER.

1. Staking and guying materials, if approved, shall be as follows: Stakes shall be 6' to 8' long sections of unflanged metal or 2" x 2" hardwood. Support ties shall be 2-3" wide bands of polypropylene, elasticized or webbed strapping. Do not use rope or wire encased in a hose. All staking materials must be removed after one (1) year unless discussed with and authorized by the City.

SUBMITTALS

- A. The CONTRACTOR shall notify the ENGINEER of plug sources 3 (three) days after the contract award.
- B. The CONTRACTOR shall review native plug sources with the ENGINEER prior to ordering. The ENGINEER will accept or reject sources within 4 days.
- C. Upon acceptance of plug source from the ENGINEER, the CONTRACTOR shall order plugs before March 30 or within seven days of receiving the contract, whichever is sooner, and shall submit to the ENGINEER receipt of such order to ensure timely production of plugs.
- D. The CONTRACTOR shall submit an invoice following purchase and delivery of the plugs.
- E. Soil amendments: Copies of invoices shall be provided to the ENGINEER. Samples must be provided if requested by the ENGINEER.
- F. Grading and plug layout shall be reviewed by the ENGINEER prior to completion. Planting zone polygons may be laid out with spray paint prior to planting in order for ENGINEER to review.

CONSTRUCTION

The construction methods shall be in accordance with the 2012 Michigan Department of Transportation Standard Specifications for Construction Section 815.03 and 816.03 unless otherwise stated in this Detailed Specification.

PLANTING TIME

Planting for native plugs shall be done after May 1 and before June 15; or after August 31 and before October 30 or as otherwise approved by the ENGINEER.

Planting for trees shall be done, after April 1 and before June 1; or after October 1 or before December 1 or until ground freezes; or as otherwise approved by the ENGINEER.

LAYOUT

- A. Locations of plug species zones, and locations of trees and shrubs shall be established by the CONTRACTOR according to plans.
- B. Plug and perennial zones shall be laid out by paint
- C. Locations for trees and shrubs shall be identified with stakes. Different species shall be clearly labeled and marked with different color ribbon, paint or permanent marker on the stake.

Review: The CONTRACTOR shall notify the ENGINEER when staking and layout is completed and allow two working days for modifications and notice to proceed with planting.

DELIVERY, STORAGE, AND HANDLING

- A. Plant material delivery shall be the same day as planting. No plants shall be stored at the site without permission of the ENGINEER. Plants shall be carefully loaded and unloaded so as not to damage branching or root mass. Dropping of material will not be allowed. Plants in full leaf shall be thoroughly wetted down and completely covered with a wet tarp during transportation.
- B. All plant roots must be kept in a moist condition.
- C. Plant material which is poorly packed, or which arrives with the roots in a dry condition, as a result of improper packing, delay in transit, or from any other cause, will not be accepted. Stock shall be handled in such a manner that the roots shall remain intact, the branches unbroken, and the bark intact and not loosened from the wood. Stock shall be protected from drying and from temperatures below 50 degrees F and in excess of 90 degrees F prior to planting.

NATIVE PLUG AND PERENNIAL PLANTING PROCEDURE

- A. Native Plug stock as per detail:
 - 1. Remove all containers and packaging material before planting and remove from site.
 - 2. Set plants plumb.
 - 3. Do not damage root structure.
 - 4. Thoroughly soak root matter with water.
 - 5. See the Watering and Cultivating section of these specifications for watering during the Establishment Period.
- B. In areas where both plugs and erosion control blanket are present, plugs shall be planted through the blanket after its installation.
- C. The CONTRACTOR shall be responsible to keep the plugs adequately watered, if necessary, to ensure their survival.

TREE PLANTING PROCEDURE

- A. Plant as per MDOT 815.03.F
- B. The shredded hardwood mulch shall be applied to a depth of 3” on 6” of topsoil.
- C. Attach Tree Drip Irrigation Bag per manufacturer’s instructions and fill with water.
- D. The Contractor shall be responsible to keep the plants adequately watered during the guarantee period, if necessary, to ensure their survival.

MEASUREMENT AND PAYMENT

The completed work, as described herein, will be measured and paid for using applicable planting pay items as detailed on the Plan or by the Engineer.

Measurement and payment for the above items shall include excavation and removal of materials, furnishing trees, shrubs and herbaceous material, preparing soil, mulch, bracing/staking materials, irrigation drip bags, water, and all other equipment necessary, and as described herein, for a complete installation.

Mulch shall include payment for all labor, equipment and materials necessary for supplying and placing a shredded hardwood mulch where indicated on the plans and shall be included in all applicable planting pay items.

The final inspection of all planting work under the Contract will be made by the Contractor and Engineer at the end of the maintenance and establishment periods. Before final acceptance is given, the terms of the establishment shall be met and the site shall be cleared of all debris, soil piles and containers.

**DETAILED SPECIFICATION
FOR
ITEM #206 – MACHINE GRADING, MIDIFIED, RUSSELL
ITEM #207 – MACHINE GRADING, MIDIFIED, WOODMANOR
ITEM #208 – MACHINE GRADING, MIDIFIED, UPLAND**

DESCRIPTION

The pay items “Machine Grading, Modified, _____” shall be completed in accordance with Section 205 of the Michigan Department of Transportation 2012 Standard Specifications for Construction (MDOT 2012 SSC) and shall include all work indicated in the MDOT 2012 SSC, shown on the plans, and as specified herein, with the exception that “Subgrade Undercutting, Type __,” and “Infiltration Trench Undercutting” shall be paid for separately when separate pay items for the respective items are included in the proposal. “Machine Grading, Modified, _____” shall include all the work specified herein for which there is no separate pay item. This work shall consist of constructing earth grades by excavating, cutting, filling, trimming, and grading; general restoration, split rail fence removal and sign removals in accordance with the Detailed Specifications elsewhere herein; and maintaining the work in a finished condition until such time that it is accepted by the Engineer.

CONSTRUCTION METHOD

- a. Soils Information.- Soil information provided as part of the contract documents is for informational purposes only and shall not relieve the Contractor of the responsibility of investigating all local conditions before bidding.
- b. Materials.- All materials and mixtures shall meet the requirements as specified in Section 205 of the MDOT 2012 Standard Specifications for Construction, except as specified herein.
- c. General Provisions. - The Contractor shall:
 - 1. Maintain access to all drive entrances at all times.
 - 2. Maintain pick-up access for garbage and recycle vehicles at all times.
 - 3. Maintain access to all mail boxes for users and the U.S. Postal Service at all times. The Engineer may direct the temporary relocation of mail boxes. The Contractor may propose the temporary relocation of mail boxes, subject to the approval of the Engineer. In either case, the temporary relocation of mail boxes will not be paid for separately. There are 5 mailboxes (3 on Upland, 1 on Russell and 1 on Woodmanor) located within the project grading limits that may need to be temporarily relocated and then re-established in their permanent locations.
 - 4. Grade around mailboxes, trees, light poles, power poles, and the like, which are to remain in place. The Contractor shall be responsible for any damage caused to such structures.
 - 5. DTE will be relocating a light pole and a power pole on Russell.
 - 6. Coordinate all work with utility companies and others that need to complete work within the project limits.
 - 7. Maintain the work in a finished condition until it is accepted by the Engineer.
- d. Pavement Sawcutting.- The work shall include the full-depth saw-cutting of pavement at the construction limits, and elsewhere as required, if not paid for as part of another item of work. Pavement sawcutting will not be paid for separately.
- e. Removal of Trees and Vegetation.- The Contractor shall remove and properly dispose of off-site all vegetation; brush; roots; and trees and stumps less than 8 inch in diameter, as shown on the plans, and as directed by the Engineer as required to complete the project.

- f. Removal and Salvaging of Topsoil.- The removal, salvaging and stockpiling of topsoil, and all related work, shall be performed in accordance with Section 205.03.A.1 (Removing and Salvaging Topsoil) of the MDOT 2012 SSC and will not be paid for separately.
- g. Miscellaneous Removals.- The removal of bituminous, aggregate, and/or concrete materials from around manholes, structures, and utility covers, and the removal of bituminous curbing, bituminous driveway wedges, bituminous surface on existing curb and gutter, and bituminous surfaces around other miscellaneous unremoved areas shall be paid for as “Machine Grading, Modified, _____” and will not be paid for separately.

“Machine Grading, Modified, _____” includes the removal of any surface feature located within the grading limits which must be removed and for which there is no specific pay item established in the proposal for its removal. This includes the wooden split rail fence, post and foundations.

- h. Protection of the Grade.- The work shall be kept well drained at all times. Foundation, roadway embankment or subgrade that becomes damaged by rain shall be undercut and backfilled, or otherwise remedied, by the Contractor, at his/her sole expense, as directed by the Engineer.

The Contractor shall construct and maintain intercepting ditches at the locations shown on the plans, or as directed by the Engineer. The ditches shall be removed when directed by the Engineer.

The Contractor shall be responsible for the maintenance of the foundation, roadway embankment, and subgrade. Any damage caused, by traffic or the Contractor’s operations, to the foundation, roadway embankment or subgrade, in the opinion of the Engineer, shall be remedied by the Contractor at his/her sole expense, as directed by the Engineer.

The Contractor shall not use rubber-tired equipment on the foundation, roadway embankment, or subgrade, when its use causes, in the opinion of the Engineer, unnecessary damage to the foundation, road embankment or subgrade. The Contractor shall conduct his/her operations and provide the necessary equipment to ensure the satisfactory completion of the work without damaging the foundation, roadway embankment or subgrade. This may require the transporting and movement of materials over additional distances.

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to an extension of time or any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

- i. Protection of Utilities.- Utility lines may become exposed at, above, or below, the foundation or subgrade elevation during machine grading or subgrade undercutting operations. If this occurs, the Contractor shall excavate around, above and/or below the utility lines, as directed, to complete the machine grading or subgrade undercutting operations. Payment, at contract unit prices, for “Machine Grading, Modified, _____” or “Subgrade Undercutting, Type _____,” whichever applies, will be considered as payment in full for this work.
- j. Removal of Cable, Conduits and Pipe.- The Contractor shall remove, and properly dispose of off-site, all abandoned cables, conduit, and pipe encountered at, or above the bottom of any earthwork excavation or undercut. Where the inverts of abandoned, or to be abandoned or removed, conduits or pipe are less than 16 inches below the bottom of any earth excavation or undercut, the conduits and/or pipe shall be removed and the resulting void filled with an Engineer approved material. The fill material shall be compacted to 95% of its maximum unit weight in lifts not exceeding 12 inches. No separate payment will be made for removal of conduit or pipe, or any of the work, described in this section.

- k. Foundation Preparation.- Foundation is defined as the original earth grade upon which roadway embankment is placed. The foundation work shall be completed in accordance with Section 205.03.A (Preparing Roadway Foundation) of the MDOT 2012 SSC as shown on the plans, and as specified herein.
- l. The foundation shall be compacted to 95% of its maximum unit weight, as measured by the AASHTO T-180 method, to a depth of at least 10 inches. If this cannot be achieved, in the opinion of the Engineer, he/she will direct the Contractor to perform “Subgrade Undercutting, Type ___” or “Subgrade Manipulation,” as described herein, on the foundation.
- m. Roadway Embankment Construction.- Roadway embankment is defined as the construction of earth on the prepared foundation to form the subgrade. Roadway embankment work shall be completed in accordance with Section 205.03 H (Roadway Embankment) of the MDOT 2012 SSC as shown on the plans, and as specified herein. Roadway embankment shall be compacted to a minimum of 95% of its maximum unit weight, as measured by the AASHTO T-180 method.
- n. Subgrade Construction.- Subgrade is defined as the final earth grade which extends from grading limit to grading limit. The subgrade shall be constructed by performing earth excavation and roadway embankment work in accordance with Section 205.03.G (Earth Excavation) and Section 205.03 H (Roadway Embankment) of the MDOT 2012 SSC, as shown on the plans, and as specified herein.

The subgrade shall be constructed to the contours and cross-sections shown on the plans, as specified herein, and as directed by the Engineer. To achieve this, the work shall include, but not be limited to:

1. Removal and disposal off-site of any surplus or unsuitable materials.
2. Furnishing from off-site any additional Engineer approved fill materials necessary.
3. Moving existing and/or furnished materials longitudinally and transversely as necessary.
4. Cutting, placing, compacting, and trimming existing and/or furnished materials to construct the roadway embankment and subgrade to the specified tolerances.
5. Stockpiling, and moving again, any cut materials which cannot be immediately placed upon excavation due to construction staging.

The subgrade shall be graded to accommodate all subbases and aggregate bases wherever used, all bioswale and adjacent planting beds, all roadway pavements, curb and gutter, driveways, sidewalks, bicycle paths, other similar structures, bioswale planting mix, topsoil and any other features which the subgrade supports.

The subgrade shall be prepared so as to ensure uniform support for the pavement structure. The finished subgrade shall be placed to within 1 inch below and ¾ inch above plan grade. Variations within this tolerance shall be gradual.

The subgrade shall be compacted to a minimum of 95% of its maximum unit weight, as measured by the AASHTO T-180 method, to a depth of 10 inches. If this cannot be achieved, in the opinion of the Engineer, he/she will direct the Contractor to perform “Subgrade Undercutting, Type, _____” or “Subgrade Manipulation” as described herein.

The Contractor shall use equipment and methods of construction best suited, in the opinion of the Engineer, to the earthwork operations being performed and the project requirements. The use of various equipment and methods of construction are subject to the approval of the Engineer. The Engineer may disallow the use of certain equipment and methods of construction and require the use of other equipment and/or methods of construction. No additional compensation or extensions of contract time will be allowed for additional measures that are required for the protection of the grade as specified herein.

- o. Test Rolling.- The Contractor shall test-roll the foundation and/or subgrade with a pneumatic tired roller with a suitable body for ballast loading and a gross load capacity that can be varied from 25 and 40 tons. In lieu of this test roller, with the approval of the Engineer, the Contractor may use a fully loaded single axle or tandem axle dump truck.
- p. Subgrade Undercutting.- “Subgrade Undercutting, Type, _____” shall be performed on the foundation or subgrade in accordance with Section 205.03.E (Subgrade Undercutting) of the MDOT 2012 SSC, as shown on the plans, as specified herein, and as directed by the Engineer.
- q. Subgrade Manipulation.- “Subgrade Manipulation” shall be performed on the foundation or subgrade in accordance with Section 205.03.F (Subgrade Manipulation) of the MDOT 2012 SSC, as shown on the plans, as specified herein, and as directed by the Engineer.

Where subgrade manipulation is required, the foundation or subgrade shall be thoroughly scarified, blended, and mixed to a depth of 12 inches. The work shall be accomplished by means of a large diameter disc, motor grader, or other equipment approved by the Engineer. After the foundation or subgrade has been manipulated to the satisfaction of the Engineer and allowed to dry, the soil shall be compacted to 95% of its maximum dry density as measured by the AASHTO T-180 method. The time required for drying the soil will not be a basis for an extension of time.

The cost of Subgrade Manipulation shall be included in the cost of “Machine Grading, Modified” unless a pay item for “Subgrade Manipulation” is included in the Proposal.

- r. Rock Excavation.- Rock excavation shall be performed in accordance with Section 205.03.B (Rock Excavation) of the MDOT 2012 SSC, as shown on the plans, and as directed by the Engineer.

The pay item “Rock Excavation” will apply only to boulders over ½ cubic yard in volume. Boulders will be measured individually and the volume computed from the average dimension measured in three directions. The removal of rocks, concrete and masonry less than ½ cubic yard in volume shall not be included in the pay item “Rock Excavation,” but shall be included in the pay item “Machine Grading, Modified.”

If the proposal does not include a pay item for “Rock Excavation,” rocks measuring over ½ cubic yard in volume shall be paid for as extra work.

- s. Lowering Structures.- Prior to cutting the subgrade, the Contractor shall remove structure covers, lower the structures to a point between 8 inches and 12 inches below the proposed subgrade, and cover the structures with a steel plate. Structures shall not be raised prior to placing roadway embankment.

The steel plates for covering structure openings shall conform to the plan detail, be pegged and properly placed to prevent their movement under all traffic, be thick enough to carry all traffic, and prevent the infiltration of debris into the structures.

The Contractor shall lower valve boxes to a point between 8 inches and 12 inches below the proposed subgrade. Valve boxes shall not be raised prior to placing roadway embankment.

The void in the grade above the steel plates used for structure lowerings and valve box lowerings shall be backfilled, and compacted to 95% of its maximum dry density, with an Engineer approved coarse aggregate.

“Machine Grading, Modified, _____” shall include all the work associated with lowering structures, including backfilling.

The Contractor shall coordinate the lowering of private utility structures with the private utility companies.

- t. Structure Covers.- As directed by the Engineer and within two days of their removal, the Contractor shall

stockpile on-site, in a location that is mutually agreeable to the Engineer and Contractor, the existing structure covers. The City of Ann Arbor's forces will pick-up the structure covers at a time that is convenient to them and mutually agreeable to the Contractor. The Contractor shall provide the equipment and manpower to load the castings on the City's vehicle(s) so that they can be removed from the site by the City.

- u. Structure and Sewer Cleanliness.- All sewers, and structures, including manholes, gate wells, valve boxes, inlet structures and curbs shall be protected from damage and contamination by debris and construction materials. Structures shall be maintained clean of construction debris and properly covered at all times during the construction. The Contractor shall immediately clean any structures and/or sewers that become contaminated with construction debris. The Contractor shall be responsible for all direct and indirect damages which are caused by sewers or structures which have been made unclean or have been damaged by the Contractor.
- v. Contractor's Calculations.- Existing and proposed cross sections are provided in the plans. The Contractor shall perform his/her own computations and is responsible to inspect the site to determine his/her own estimate of the quantities of work involved. Deviations between the existing contours and the existing and proposed cross-sections shown on the plans shall not be cause for additional compensation.
- w. Earthwork Quantities.- The Contractor shall remain responsible for determining the actual amount(s) of work to be performed to complete the project as shown on the plans and as specified herein.
- x. Tree trimming. - The Contractor shall coordinate with the City Field Services Unit to schedule trimming of trees by City forces or authorized subcontractor. The Contractor shall not be entitled to an extension of time or any additional compensation for the coordination of this work.

MEASUREMENT AND PAYMENT

Measurement for payment for the item "Machine Grading, Modified, _____" shall be paid for as a lump sum (LS) on a pro rata basis at the time of each progress payment. Measurement will be based on the ratio between work completed during the payment period and the total contract amount for the specific street associated with the pay item.

When all of the work of this Contract has been completed, the measurement of these items shall be 1.0 Lump Sum, minus any deductions incurred for inadequate performance as described herein. This amount will not be increased for any reason, including extensions of time, extras, and/or additional work.

The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Items:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Machine Grading, Modified, Russell	Lump sum
Machine Grading, Modified, Woodmanor	Lump sum
Machine Grading, Modified, Upland	Lump sum

The various pay items included herein shall include all labor, materials and equipment required to complete the work.

The Contractor shall include all of his/her costs to complete all of the Machine Grading, Modified work in the Machine Grading, Modified pay items and plan quantities included in the proposal. No additional payment will be made for Machine Grading, Modified work which, although, shown on the plans and specified herein as work which needs to be completed, may not be included in a particular Machine Grading, Modified pay item. Plan quantities will be paid for the work, and will only be adjusted due to changes in the limits of the work, as directed by the Engineer, in writing.

The pay item "Machine Grading, Modified, _____" shall include all the work specified herein, including, but not

limited to, the removal and offsite disposal of any surplus or unsuitable materials and the furnishing from off-site any additional Engineer approved fill materials necessary to construct the embankment and subgrade to the contours and cross-sections shown on the plans.

The Contractor is advised that due to the phasing of the project and the probable unsuitability of some or all of the excavated material for use as approved fill material, there may be imbalances between the amount of earth cut which is suitable for reuse as fill, and the amount of earth needed to construct the lines and grades shown on the plans, or as directed by the Engineer. The Contractor shall make provisions for such imbalances and shall include in the bid price for this work the cost of importing/furnishing, placement, and compaction of the material, as well as the cost of stockpiling and re-handling of imported and/or on-site Engineer approved materials as necessary to complete the work of constructing the embankment and subgrade to the cross sections shown on the plans.

**DETAILED SPECIFICATION
FOR
ITEM #209 – REMOVE AND REPLACE PARK SIGN**

DESCRIPTION

This work shall consist of removing, salvaging and reinstalling the existing “South Maple Park” sign located at the end of Russell Street.

CONSTRUCTION METHODS

The Contractor is to salvage and store the sign in a safe, Engineer approved location. At the completion of all grading operations, the sign is to be reinstalled, as shown on the plans.

The Contractor will be responsible for replacing the post and support system in order to erect the salvaged sign.

MEASUREMENT AND PAYMENT

The completed work will be paid for at the contract unit price for the following contract item (pay item):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Remove and replace park sign	Lump sum

Included in the above item is salvaging and storing the existing sign, furnishing and installing foundation similar or better than the existing, and erecting the salvaged sign in the final location.

**DETAILED SPECIFICATION
FOR
ITEM #214 – SPLIT RAIL FENCE
ITEM #215 – SPLIT RAIL FENCE, POST**

DESCRIPTION

This work includes subgrade preparation, furnishing and installation of infiltration trench with a stone reservoir, and geosynthetic materials, as specified herein, as shown on the Plans, and as directed by the Engineer.

This work shall be completed in accordance with the drawings and detailed specifications of this contract, the City of Ann Arbor Standard Specification, and the MDOT 2012 Standard Specifications for Construction, and as herein specified, including any detailed specifications.

MATERIALS

The fence material shall comply with the following requirements and shall in general match Figure 1.

All wood materials shall be treated wood, or wood of a natural resistance to decay. Materials shall be free from loose knots, cracks, and other imperfections.

This specification is written around traditional split rail style fencing. However, post and rail or buck and rail style fences will be considered on a case-by-case basis. Designs and specifications for these styles should be submitted to the Engineer for review and approval.

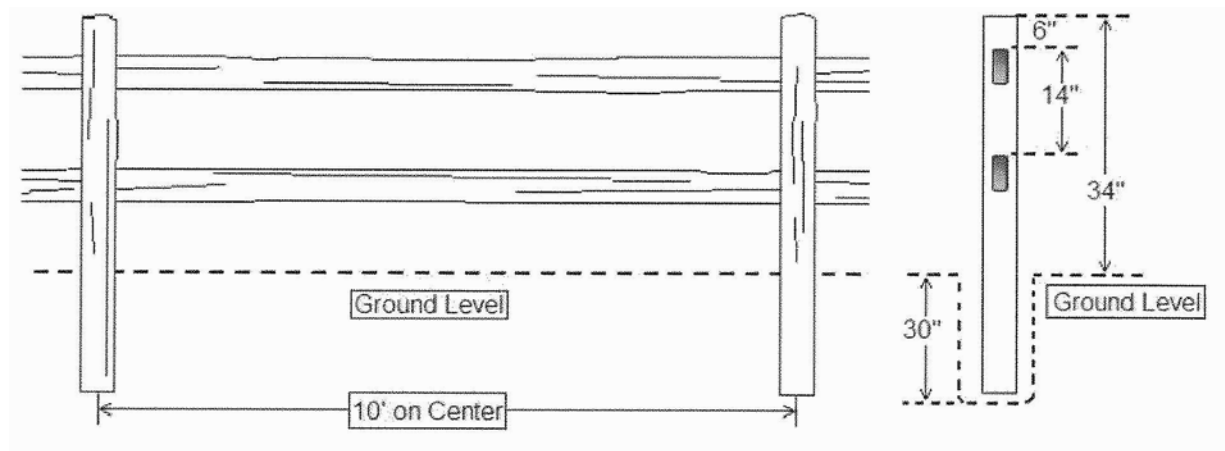
Rails

Two-rail "American Style" split rail system shall be used as shown in Figure 1.

Posts

Posts shall be 18-inch girth (approximately 25 square inches). Two-rail posts shall be approximately 64-inches in height. Posts shall be buried 30-inches into ground. Any deviations shall be approved by District.

Figure 1: Two-rail Split Rail Fence Detail.



CONSTRUCTION METHODS

Location and layout of the fence shall be in accordance to the plans and will be staked by the City.

Installation of the posts

Posts shall be set true to line and grade. Install posts in concrete for anchorage as recommended by the fence manufacturer.

Installation of Fence

Typical split rail fence installation can be found in Figure 1. Installation of fence shall be as per fence manufacturer's recommendations.

MEASUREMENT AND PAYMENT

The completed work will be paid for at the contract unit price for the following contract item (pay item):

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Split Rail Fence	Lineal Foot
Split Rail Fence, Post	Each

Included in the above item is salvaging and storing the existing sign, furnishing and installing foundation similar or better than the existing, and erecting the salvaged sign in the final location.

**DETAILED SPECIFICATION
FOR
ITEM #218 – INFILTRATION TRENCH WITH STONE RESERVOIR,
AGGREGATE 6A
ITEM #219 – NON WOVEN GEOTEXTILE FABRIC, BIAXIAL OR TRIAXIAL**

DESCRIPTION

This work includes subgrade preparation, furnishing and installation of infiltration trench with a stone reservoir, and geosynthetic materials, as specified herein, as shown on the Plans, and as directed by the Engineer.

This work shall be completed in accordance with the drawings and detailed specifications of this contract, the City of Ann Arbor Standard Specification, and the MDOT 2012 Standard Specifications for Construction, and as herein specified, including any detailed specifications.

QUALITY CONTROL/QUALITY ASSURANCE

- a. Installation personnel qualifications. - Trained and experienced in the fabrication and installation of the materials and equipment, including but not limited to the installation of the approved geotextile fabric.
- b. Weight or packing slips. - Furnish weight or packing slips for material supplied for use in the infiltration trench.
- c. Delivery, storage and handling. - Handle and store materials in a manner which will prevent deterioration, damage, contamination with foreign matter, and damage by weather or elements, and according to Manufacturer's specifications.
- d. Protection. - Use all means necessary to protect the materials before, during, and after installation. Reject damaged, deteriorated or contaminated material and immediately remove from the Site. Replace rejected materials with new materials at no additional cost to the City.

MATERIALS

The materials shall meet the requirements referenced detailed below:

- a. Aggregate reservoir: MDOT 6A
The stone reservoir shall consist of MDOT 6A and shall meet the following requirements:
Minimum 90% crushed.
Voids \geq 30%.
Gradation as follows:

Sieve	% Passing
1.5-inch	100
1.0-inch	95-100
0.5-inch	30-60
#4	0-8
Loss by Wash	1.0 max

The thickness shall be in accordance with the plans. If approved aggregate has less than 30% voids, increase thickness to accommodate design volume as directed by the Engineer shall be at the Contractor's expense.

- b. Geotextile fabric: Polypropylene biaxial or triaxial grid
Minimum Properties:

Minimum Rib Thickness: 0.03 inches (0.76 mm)
Tensile Strength @2% Strain (ASTM D6637): 280 lbs/ft
Tensile Strength @5% Strain (ASTM D6637): 580 lbs/ft
Ultimate Tensile Strength (ASTM D6637): 850 lbs/ft
Flexural Stiffness (ASTM D5732): 250,000 mg-cm
Resistance to Installation Damage (ASTM D5818 & D6637): 93%
Tensar BX1100 or approved equal.

CONSTRUCTION METHODS

- a. Subgrade preparation. - Avoid compaction of subgrade soil unless directed or approved by Engineer. Scarify compacted or disturbed subgrade soils to a minimum depth of 6 inches with York rake; or equivalent method and light tractor. Remove accumulation of fine materials due to ponding or surface erosion with light equipment. Conform to line, grade, and elevations indicated. Excavate, fill, re-grade, and scarify areas damaged by erosion, ponding or traffic compaction. Use light equipment. Proof rolling, with light equipment, of suspected unstable areas may be requested by Engineer. Do not place geotextile or permeable media bed until subgrade surface has been inspected and approved by Engineer.
- b. Geotextile fabric installation. - Do not place geotextile fabric on a frozen base, subgrade. Place geotextile and reservoir course immediately after subgrade approval. Remove any accumulation of debris or sediment which has taken place after approval of subgrade prior to installation of the geotextile, at the contractor's expense. Place geotextile in accordance with Manufacturer's standards and recommendations.

Overlap Adjacent Strips: Minimum 16 inches.
Prevent runoff or sediment from entering the storage bed.

- c. Place aggregate reservoir in accordance with the plans.

Maximum Lift Thickness: 10 inches.
Minimum Lift Thickness: 6 inches.

Compact each layer to a minimum of 95% of the maximum density as per City of Ann Arbor Standard Specifications. Fine grade as necessary to conform to elevations and cross section indicated on the Drawings.
Roll aggregate layer with paving roller until smooth, as directed by Engineer.

MEASUREMENT AND PAYMENT

The items of work included in this Detailed Specification shall include all labor, material and equipment needed to accomplish all the work described in this detailed specification, which includes, but is not limited to: furnishing, placement, and compaction of all sand and aggregate materials and furnishing and placement of geotextile.

All costs for furnishing and operating vacuum-type street cleaning equipment, backhoes, jackhammers, air compressors, and other equipment necessary to complete the work shall be included in the bid prices for these items of work or in the item of work "General Conditions."

The completed work as measured for these items of work will be paid for at the Contract Unit Prices for the following Contract (Pay) Items:

PAY ITEM

PAY UNIT

Infiltration Trench with stone reservoir, Aggregate 6A
Non woven Geotextile Fabric, Biaxial or Triaxial

Linear Feet
Square Yard

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATION
FOR
ITEM #221 – INFILTRATION TRENCH UNDERCUTTING**

DESCRIPTION

This work includes removal of unsuitable materials within the infiltration trench to depths as specified by the Engineer; and backfilling with MDOT 2NS granular material.

CONSTRUCTION METHOD

The Engineer will monitor the excavation of the infiltration trench to determine if suitably permeable soils are encountered at the design depths. If suitable material is not encountered at some locations at the elevations shown on the plans, the Engineer may direct undercuts as necessary.

After undercut areas are excavated to the depths as directed by the Engineer, the areas shall be backfilled with MDOT 2NS granular material and recompact to no less than 95% of its Modified Proctor value. The Contractor shall properly dispose of all excess materials.

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

MEASUREMENT AND PAYMENT

This item of work shall be measured for payment by calculating the volume of the undercut excavation prior to the placement of backfill.

The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

PAY ITEM

PAY UNIT

Infiltration Trench Undercutting

Cubic Yard

The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification, including the furnishing, placement, and compaction of all backfill materials.

**DETAILED SPECIFICATION
FOR
ITEM #225 – 6 INCH WRAPPED UNDERDRAIN
ITEM #226 – 6 INCH, SDR 35 PVC UNDERDRAIN OUTLET**

DESCRIPTION

This work shall consist of furnishing and installing 6-inch diameter geotextile-wrapped, perforated, smooth or slotted underdrain pipe, using MDOT 2NS, as directed by the Engineer, for all backfill material.

MATERIALS

The materials shall meet the requirements referenced in Section 404 and 909 of the 2012 edition of the MDOT Standard Specifications, except as specified herein.

The Geotextile Filter Fabric for encasing the underdrain pipe shall be an approved material such as nylon, polypropylene, fiberglass, or polyester, and shall be either woven, heat bonded, knitted, or of continuous fibers. The geotextile shall completely cover and be secured to the pipe. In an un-stretched condition, knitted polyester fabrics shall weigh at least 3.0 ounces per square yard, and all other geotextiles shall weigh at least 3.5 ounces per square yard. The fabric shall be strong and tough and have a porosity such that the fabric will retain soil particles larger than 0.106 mm (no. 140 sieve) and shall pass aggregate particles finer than 0.025 mm. Geotextiles shall be stored and handled carefully and in accordance with the both the manufacturer's recommendations and the Engineer's direction, and shall not be exposed to heat or direct sunlight. Torn or punctured geotextiles shall not be used.

The underdrain outlet pipe shall be schedule 35 polyvinyl chloride pipe.

CONSTRUCTION METHODS

Geotextile wrapped underdrain and underdrain outlet shall be installed as shown on the Plans or as directed by the Engineer and in accordance with Section 404 and 909 of the 2012 edition of the MDOT Standard Specifications, except as specified herein.

The installation of underdrain shall precede all other construction activities including but not limited to pavement milling, pavement pulverization, pavement removal, pavement patching, and curb repair.

The Contractor shall excavate, cut, remove stumps, remove brush, remove pavement, grade, and trim as needed and as directed, and shall import, furnish, fill, place, grade, and compact MDOT 2NS fine aggregate to construct underdrain as specified on the Plans, and as directed by the Engineer.

The trench shall be constructed to have a minimum width of 18-inches, and shall be typically excavated to the depth specified in the Plans or directed by the Engineer.

The underdrain shall be installed at the line, grade, and depth specified on the Plans or as directed by the Engineer. The minimum percent grade shall be 0.5%, and the minimum cover from top-of-pipe to finished top-of-curb grade shall be 4-feet. The Contractor shall maintain line and grade by means of a laser. The Engineer will not provide line, grade or staking.

Upgrade ends of the pipe shall be closed with suitable plugs to prevent entrance of trench backfill material. All couplings, tees, plugs, and other fittings shall be manufactured and installed so as to prevent any infiltration of trench backfill material.

The Contractor shall tap at least one end of the underdrain into a storm sewer structure or shall be attached to an underdrain outlet, as directed by the Engineer.

During the construction of underdrain runs, the Engineer may direct the Contractor to terminate or modify underdrain construction due to conflicts with buried obstructions or if the minimum 4-foot of cover cannot be maintained. There will be no adjustment to the Contract Unit Price due to changes in quantity.

The first lift (bedding) of backfill shall be MDOT 2NS material to a maximum thickness of 3-inches. Subsequent lifts shall be MDOT 2NS material to a maximum thickness of 12 inches.

Removed or excavated materials which are not incorporated into the work shall become the property of the Contractor and shall be immediately removed and properly disposed of off-site. Removed or excavated materials may not be stockpiled overnight on, or adjacent to, the site.

All structures, inlets and manholes shall be maintained free of accumulations of silt, debris, and other foreign matter throughout construction, until the time of final acceptance.

MEASUREMENT AND PAYMENT

Connecting (tapping) underdrain(s) into drainage structure(s) will not be paid for separately, but shall be included in the bid price for this item of work.

Underdrain will be measured in-place by length in lineal feet.

The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
6 Inch Wrapped Underdrain	Linear Feet
6 inch SDR 35 PVC Underdrain Outlet	Linear Feet

The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATION
FOR
ITEM #227 - SUBGRADE UNDERCUTTING - TYPE II**

DESCRIPTION

This work includes removal of unsuitable granular base, subbase or clay material(s) to depths as specified by the Engineer.

CONSTRUCTION METHOD

After the pavement has been removed, and/or after rough/finish grading, and/or at the time of proofrolling, the Engineer may inspect the grade to determine the need for, and the limits of, undercuts. After undercut areas are excavated to the depths as directed by the Engineer, the areas shall be trimmed, shaped, evenly graded and recompact to not less than 95% of the soils maximum unit weight as determined by the AASHTO T-180 test. The Contractor shall properly dispose of all excess materials.

Subgrade Undercutting - Type II shall be backfilled with Class II Sand or other material(s), as directed by the Engineer. The backfill material shall be compacted to not less than 98% of its maximum unit weight as determined by the AASHTO T-180 test. The fill material(s) for Subgrade Undercutting Type II shall be paid at the Contract unit price for the corresponding items of work as used which is Sand Subbase Course, Class II - C.I.P.

The Contractor shall remove, salvage, deliver to any location within the City limits, and neatly stack/stockpile all bricks, if present, as directed by the Engineer.

The Contractor shall remove, add to, re-shape, re-grade, and re-compact the existing roadbed materials, and shall construct the roadway to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Engineer. The Contractor shall use blade graders, maintainers, vibratory rollers, and/or other equipment as necessary, and as directed by the Engineer, for this work. Use of each specific piece of equipment is subject to the approval of the Engineer.

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

MEASUREMENT AND PAYMENT

These items of work shall be measured for payment by calculating the volume of the undercut excavation prior to the placement of backfill.

The completed work as measured for these items of work will be paid for at the Contract Unit Prices for the following Contract (Pay) Items:

PAY ITEM

Subgrade Undercutting - Type II

PAY UNIT

Cubic Yard

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATION
FOR
ITEM #232 - HMA PAVEMENT LEVELING/TOP - LOW VOLUME
SUPERPAVE
ITEM #233 - HMA DRIVEWAY APPROACH - LOW VOLUME SUPERPAVE**

DESCRIPTION

This work shall consist of constructing HMA pavement base and leveling/top courses in accordance with Division 5 and Section 904 of the 2012 edition of the MDOT Standard Specifications, current supplemental MDOT specifications, and the City of Ann Arbor Standard Specifications, except as modified herein, and as directed by the Engineer.

MATERIALS AND EQUIPMENT

General

The HMA mixtures to be used for this work shall be as follows:

<u>WORK ITEM</u>	<u>MDOT HMA MIXTURE #</u>
HMA Pavement Leveling/Top	Low Volume Superpave (LVSP)
HMA Driveway Approach	Low Volume Superpave (LVSP)

Binders for Low Volume Superpave mixes shall be PG 58-28, or as directed by Engineer. These shall meet the requirements specified in Section 904 of the 2012 edition of the MDOT Standard Specifications, and any current supplemental MDOT specifications.

The Contractor shall have a 10-foot long straight-edge, backhoe, air-compressor and jackhammer available during all paving operations.

The Aggregate Wear Index (AWI) number for this project is 260 for 5E3 and 220 for 4E03. This AWI number applies to all aggregates used in all top course mixtures. Blending aggregates to achieve this AWI requirement is permitted in accordance with current MDOT Standards, and Supplemental Specifications.

Reclaimed Asphalt Pavement (RAP) in HMA Mixtures

The use of Reclaimed Asphalt Pavement (RAP) in HMA mixtures shall be in accordance with Section 501.02.A.2 of the 2012 edition of the MDOT Standard Specifications, and the City of Ann Arbor Standard Specifications.

CONSTRUCTION METHODS

All concrete work shall be completed prior to placing HMA mixtures.

The Contractor shall have a 10-foot long straight-edge, backhoe, air-compressor and jackhammer available during all paving operations.

Prior to placing the bond coat, the Contractor shall kill all vegetation (within the area to be paved) by applying an approved weed killer ("Round-Up" by Monsanto, or equal), shall thoroughly clean all joints & cracks in the existing pavement (and any gutter to be overlaid) with compressed air and/or vacuum-type street cleaning equipment to remove all dirt and debris to a depth of at least 1-inch, and shall thoroughly clean the entire surface to be paved, with a Vac-All or similar vacuum-type street cleaning equipment.

MDOT SS-1h bond coat shall be applied at a uniform rate of 0.1 gallons/square yard, on all exposed, existing HMA and concrete surfaces which will come in contact with the new HMA material. The Contractor shall take extra care to avoid covering surfaces which are not to be paved. After September 15, SS-1h bond coat shall not be diluted by more than 25%.

The Contractor shall place HMA wedges using the leveling or base mixture specified herein, as directed

by the Engineer, prior to placing the top course. Such wedging shall be measured and paid for at the respective unit price of the appropriate HMA Pavement item.

Construction of butt joints, where directed by the Engineer, shall be measured and paid for as "Remove HMA Pavement".

The Contractor shall schedule the paving operation to avoid longitudinal cold joints.

HMA top and leveling courses shall be placed in a 2-inch lift; the base course shall be placed in a 3-inch lift.

All specified HMA thickness dimensions are compacted-in-place.

The Contractor shall construct the pavement courses to provide the final cross-slopes (crowns) specified by the Engineer.

The Contractor shall construct feather joints, and shall feather the top course at structures, in drive approaches, and at intersection joints, as directed by the Engineer. Feather joints shall vary the thickness of the asphalt from 0.0-inches to the required full paving thickness (approximately 1½-inches) over a 5-foot to 15-foot distance, or as directed by the Engineer. The Contractor shall rake all large aggregates out of the HMA mixture in feather joints, prior to compaction.

The Contractor shall provide a minimum of two rakers during the placement of all top courses. Further, the Contractor shall provide, when directed by the Engineer, a second "Break-Down" roller in order to achieve the specified asphalt densities.

The Contractor shall provide a minimum of 24-hour notice to the Engineer prior to paving, and shall obtain a "Permit To Pave" from the Engineer in advance of scheduling paving.

The Contractor and Engineer shall carefully observe the paving operation for signs of faulty mixtures. Points of weakness in the surface shall be removed or corrected by the Contractor, at his/her expense, prior to paving subsequent lifts of HMA material. Such corrective action may include the removal and replacement of thin or contaminated sections of pavement, including sections that are weak or unstable. Once the Contractor or his representative is notified by the Engineer that the material being placed is out of allowable tolerances, or there is a problem with the paving operation, the Contractor shall stop the paving operation at once, and shall not be permitted to continue placing HMA material until again authorized by the Engineer.

During the placement of all courses, the speed of the paving machine(s) shall not exceed 50-feet per minute.

The Contractor shall furnish and operate enough materials and equipment so as to keep the paving machine(s) moving continuously at all times. Failure to do so shall be cause for the suspension of the paving operation until the Contractor can demonstrate to the satisfaction of the Engineer, that sufficient resources have been dedicated to perform the work in accordance with the specifications.

Each layer of HMA mixture shall be compacted to between 92 to 96 percent (or as determined acceptable by the engineer) of the theoretical maximum density, as listed on the approved Job Mix Formula.

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

MEASUREMENT AND PAYMENT

Measurement of these HMA paving items shall be by the ton, in place. Unused portions of material loads shall be returned to the plant and re-weighed, and the corrected weight slip shall be provided to the Engineer. All weight slips must include the type of mixture (codes are not acceptable), as well as vehicle number, gross weight, tare weight and net weight.

Corrective action shall be enforced as described at Division 5 of the 2012 MDOT Standard Specifications and will be based on the City's testing reports.

All costs for furnishing and operating vacuum-type street cleaning equipment, backhoes, jackhammers, and air compressors shall be included in the bid prices for these items of work or in the item of work “General Conditions.”

The completed work as measured for these items of work will be paid for at the Contract Unit Prices for the following Contract (Pay) Items:

<u>PAY ITEMS</u>	<u>PAY UNIT</u>
HMA Pavement Leveling/Top – LVSP	Ton
HMA Driveway Approach – LVSP	Ton

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATION
FOR
ITEM #242 - 4 INCH CONCRETE SIDEWALK
ITEM #243 - 6 INCH CONCRETE SIDEWALK, RAMP OR DRIVE**

DESCRIPTION

This work shall consist of constructing concrete items including curb, gutter, curb and gutter, sidewalks, drive approaches, City of Ann Arbor Type M drive openings, all of any type and/or dimensions, all of either regular, fibermesh reinforced, and/or high-early concrete, in accordance with Sections 601, 602, 603, 801, 802, and 803 of the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein, as shown on the Plans, as shown in this Detailed Specification, and as directed by the Engineer.

The Contractor is responsible to construct all sidewalks, sidewalk ramps, curbs, and all other concrete items within ADAAG compliance. All sidewalks and curb ramps must be constructed in accordance with MDOT Standard Detail R-28 Series (version in place at time of the bid letting).

MATERIALS

Concrete mixtures shall be as follows (or as directed by the Engineer), and concrete materials shall meet the requirements specified in the referenced sections of the MDOT Standard Specifications:

<u>Concrete Item</u>	<u>Concrete Mixture</u>	<u>MDOT Section</u>
Curb or Curb & Gutter	P1, 6-sack	601
Curb or Curb & Gutter, High-Early	HE, 8.4-sack	601
4" or 6" Sidewalk, Drive or Ramp	P1, 6-sack	601
6" Drive - High-Early	HE, 8.4-sack	601

CONSTRUCTION METHODS

General

Concrete items, including sidewalk, non-integral curb/gutter, drives, and structure adjustments shall be completed prior to the placement of pavement.

All subgrade work shall be completed prior to placing concrete items, unless directed or approved by the Engineer.

The subbase shall be trimmed to final elevation before placing curb. Curb shall not be placed on a pedestal or mound.

The Contractor shall excavate, cut, remove stumps, remove brush, remove pavement, grade, and trim as needed and as directed, and shall import, furnish, fill, place, grade, and compact Class II granular material and 21AA Aggregate material as needed to: construct new concrete items; to repair or replace existing concrete items; to relocate existing concrete items to their new specified/directed elevations/locations, including all necessary grading at elevation changes of curb and gutter, sidewalks and ramps; and at locations where existing concrete items are to be removed and turf is to be established in its place.

At locations where the constructed subbase becomes either disturbed, saturated or otherwise damaged, and where directed by the Engineer, the Contractor shall remove a minimum 6-inch thick layer of the subbase and replace it with "Sand Subbase Course, CL II - C.I.P.". If additional subgrade requires removal as directed by the Engineer refer to specification for "Subgrade Undercutting – Type II".

The Contractor shall coordinate with the City Forester prior to the removal of any tree roots with diameters 2" or greater.

The Contractor is responsible for any damage to concrete items, including but not limited to vandalism;

vehicular, pedestrian and/or miscellaneous structural damage; surface texture damage; and rain damage.

The Contractor shall maintain on-site at all times, a sufficient quantity of adequate materials to protect concrete items. The Engineer may suspend or defer concrete placement if rain protection is not available. The Contractor shall not be entitled to any additional compensation due to work suspension or deferral resulting from a lack of adequate rain protection.

The Contractor shall perform full-depth saw cutting at removal limits, including those necessary to construct 2-foot wide Type M drive openings, and including those necessary to provide for the partial removal of existing drive approaches, as shown on the Plans, as directed by the Engineer, and as marked for removal.

The subbase and adjacent concrete shall be sufficiently wet-down with water prior to placing concrete, to prevent water loss from the new concrete, and to form a better bond between old and new concrete. If a cold-joint becomes necessary, (the) existing concrete surface(s) shall be cleaned with compressed air to expose the aggregate in the concrete.

Where it is necessary to remove existing pavement to provide space for concrete formwork, a sufficient amount of the existing pavement shall be removed to allow for the use of a vibratory plate compactor in front of the curb.

Where concrete items are placed in areas adjacent to existing pavement that is beyond the general resurfacing (pavement removal and/or milling) limits, the adjacent pavement area shall be backfilled and permanently patched within 48-hours of the removal of concrete formwork. The backfill material shall be MDOT 21AA aggregate compacted in place to 95%, up to the elevation of the proposed bottom of pavement. The pavement patching material(s) shall be as specified and as directed by the Engineer.

Where concrete items are placed adjacent to existing pavement that is within areas scheduled for subsequent pavement removal and/or milling, the adjacent pavement area shall, within 48-hours of the removal of concrete formwork, be backfilled with MDOT 21AA aggregate compacted in place to 95% up to the elevation of the bottom of the adjacent pavement.

Prior to compacting backfill in front of curb and gutter, the back of curb shall be backfilled with approved material and compacted by mechanical means to 95%.

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

Contraction Joints in Sidewalk

Contraction joints shall be placed at 5-foot intervals and may be tooled or sawed. The method of forming joints and spacing shall be approved by the Engineer prior to construction.

Expansion Joints in Sidewalks

$\frac{3}{4}$ -inch wide expansion joints shall be placed through concrete sidewalks in line with the extension of all property lines, at all expansion joints in the abutting curb, gutter, and combination curb and gutter, and as directed by the Engineer. Transverse expansion joints shall be placed through the sidewalks at uniform intervals of not more than 300-feet.

$\frac{1}{2}$ -inch wide expansion joints shall be placed between the sidewalk and back of abutting curb or gutter, at the juncture of two sidewalks, between the sidewalk and buildings and other rigid structures, and as directed by the Engineer.

Expansion Joints in Curb and Gutter

$\frac{3}{4}$ -inch wide expansion joints shall be placed at all street returns, at all expansion joints in an abutting pavement, at each side of all driveways (at radius points), elsewhere at 300-foot maximum intervals, and as directed by the Engineer.

Expansion joint material shall extend to the full depth of the joint. After installation, the top shall not be above the concrete nor be more than $\frac{1}{2}$ -inch below it. No reinforcing steel shall extend through

expansion joints.

Plane of Weakness Joints in Curb and Gutter

Intermediate plane of weakness joints shall be placed to divide the structure into uniform sections, normally 10-feet in length, with a minimum being 8-feet in length, and shall be placed opposite all plane of weakness joints in the abutting concrete base course.

Plane of weakness joints shall be formed by narrow divider plates, which shall extend 3-inches into the exposed surfaces of the curb or curb and gutter. Plates shall be notched, if necessary, to permit the steel reinforcement to be continuous through the joint.

MEASUREMENT AND PAYMENT

No additional compensation will be paid for the construction of concrete items adjacent to existing concrete curb, gutter, pavement, or any other pavement or surface feature(s) which requires modified construction to smoothly blend the proposed to existing.

No additional compensation will be paid for the removal of existing subgrade, subbase or base necessary to construct item per City of Ann Arbor standards, and replacement with approved "Sand Subbase Course, CL II - C.I.P.". Removal of a greater depth, as directed by the Engineer, shall be paid for as "Subgrade Undercutting – Type II".

A deduction in length for catch basins and inlet castings will be made to measurements of Curb and Gutter.

Curb, gutter, curb and gutter, and City of Ann Arbor type M openings, shall be paid as "Concrete Curb and Gutter – All Type".

Payment for saw cutting for Type M openings and for partial removal of existing drives shall be included in the price for the item of work, "Remove Concrete Sidewalk and Drives - Any Thickness", and will not be paid for separately.

Payment for the removal of HMA pavement and aggregate base to provide space for concrete formwork and vibratory plate compactor shall be included in the price for the item of work, "Remove Concrete Curb and Gutter - Any Type", and will not be paid for separately.

The Item, "Detectable Warnings, Cast In Place" will be measured and paid for by the square foot of area stamped, typically 2' x 5'. This measurement/payment is in addition to the measurement/payment for the concrete ramp placement.

Completed work as measured for these items of work will be paid for at Contract Unit Price for the following Contract (Pay) Items:

<u>PAY ITEMS</u>	<u>PAY UNIT</u>
4 Inch Concrete Sidewalk	Square Foot
6 Inch Concrete Sidewalk, Ramp or Drive	Square Foot

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATION
FOR
ITEM #245 -DETECTABLE WARNING, CAST IN PLACE**

DESCRIPTION

This work shall consist of furnishing and installing cast in place detectable warning units in compliance to the Americans with Disability Act (ADA). All work shall be in accordance with MDOT Standard Detail R-28 Series (version in place at time of the bid letting).

MATERIALS AND CONSTRUCTION METHODS

The detectable warning tiles shall be ceramic cement or composite polymer concrete (CRC), colored as Federal Number 22144 (frequently referred to as "Colonial Red" or "Brick Red"). The detectable warning tiles shall meet the following dimensions and tolerances:

1. Dimensions: Cast In Place Detectable/tactile Warning Surface Tiles shall be held within the following dimensions and tolerances:
 - Length: 24"
 - Width: The full width of the approaching walk (60" for typical sidewalk)
 - Depth: 1.375 (1-3/8") (+/-) 5% max.
 - Face Thickness: 0.1875 (3/16") (+/-) 5% max. Warpage of Edge: 0.5% max.
 - Embedment Flange Spacing: shall be no greater than 3.1"
2. Water Absorption of Tile when tested by ASTM D 570-98 not to exceed 0.05%.
3. Slip Resistance of Tile when tested by ASTM C 1028-96 the combined Wet and Dry Static Co-Efficient of Friction not to be less than 0.80 on top of domes and field area.
4. Compressive Strength of Tile when tested by ASTM D 695-02a not to be less than 28,000 psi.
5. Tensile Strength of Tile when tested by ASTM D 638-03 not to be less than 19,000 psi.
6. Flexural Strength of Tile when tested by ASTM D 790-03 not to be less than 25,000 psi.
7. Chemical Stain Resistance of Tile when tested by ASTM D 543-95 (re approved 2001) to withstand without discoloration or staining - 10% hydrochloric acid, urine, saturated calcium chloride, black stamp pad ink, chewing gum, red aerosol paint, 10% ammonium hydroxide, 1% soap solution, turpentine, Urea 5%, diesel fuel and motor oil.
8. Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM D 2486-00 with reciprocating linear motion of 37± cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block is to be 3.2 lb. Average wear depth shall not exceed 0.060 after 1000 abrasion cycles when measured on the top surface of the dome representing the average of three measurement locations per sample.
9. Resistance to Wear of Unglazed Ceramic Tile by Taber Abrasion per ASTM C501-84 (re approved 2002) shall not be less than 500.
10. Fire Resistance of Tile when tested to ASTM E 84-05 flame spread shall be less than 15.
11. Gardner Impact to Geometry "GE" of the standard when tested by ASTM D 5420-04 to have a mean failure energy expressed as a function of specimen thickness of not less than 550 in. Ibf/in. A failure is noted when a crack is visible on either surface or when any brittle splitting is observed on the bottom plaque in the specimen.
12. Accelerated Weathering of Tile when tested by ASTM G 155-05a for 3000 hours shall exhibit the following result - □E <4.5, as well as no deterioration, fading or chalking of surface.

13. Accelerated Aging and Freeze Thaw Test of Tile and Adhesive System when tested to ASTM D 1037-99 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other detrimental defects.
14. Salt and Spray Performance of Tile when tested to ASTM B 117-03 not to show any deterioration or other defects after 200 hours of exposure.
15. AASHTO HB-17 single wheel HS20-44 loading "Standard Specifications for Highways and Bridges". The Cast In Place Tile shall be mounted on a concrete platform with a ½" airspace at the underside of the tile top plate then subjected to the specified maximum load of 10,400 lbs., corresponding to an 8000 lb individual wheel load and a 30% impact factor. The tile shall exhibit no visible damage at the maximum load of 10,400 lbs.
16. Embedment flange spacing shall be no greater than 3.1" center to center spacing as illustrated on the product Cast In Place drawing.

CONSTRUCTION METHODS

The contractor shall follow manufacturer specifications for installation, except where they conflict with MDOT Standard Detail R-28 Series (version in place at time of the bid letting).

MEASUREMENT AND PAYMENT

The completed work as measured for this item of work will be paid for at the Contract Unit Prices for the following Contract (Pay) Item:

PAY ITEM

Detectable Warning, Cast In Place

PAY UNIT

Square Foot

The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATION
FOR
ITEM #250 - SAND SUBBASE COURSE, CLASS II - C.I.P.
ITEM #252 - AGGREGATE BASE COURSE, 21AA - C.I.P.
ITEM #253 - AGGREGATE SURFACE COURSE, 22A, 10 INCH
ITEM #254 - AGGREGATE SURFACE COURSE, 23A, 10 INCH**

DESCRIPTION

This work shall consist of constructing an aggregate subbase or base course on an existing aggregate surface, or on a prepared subgrade in accordance with Sections 301, 302 and 307 of the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein.

MATERIAL

The materials used for this work shall be MDOT 21AA, 22A, 23A and Class II granular material meeting the requirements of the City of Ann Arbor Standard Specifications.

CONSTRUCTION METHOD

Sand or aggregate courses shall not be placed if, in the opinion of the Engineer, there are any indications that they may become frozen before their specified densities are obtained.

Sand or aggregate courses shall not be placed on a frozen base, subbase or subgrade.

The Contractor shall not use rubber-tired equipment on the grade, when its use causes, or may cause, in the opinion of the Engineer, damage to the grade. The Contractor shall conduct his/her operation(s), and provide all necessary equipment, to insure the satisfactory completion of the work without damaging the grade. This includes the transporting, stockpiling, rehandling, and movement of materials over additional distances, in lieu of driving on an unprotected, or partially unprotected, grade.

The Contractor is solely responsible for the maintenance and protection of the grade. Further, any damage to the grade, which, in the opinion of the Engineer, is caused as a result of the Contractor's operation(s), or his/her subcontractors' or suppliers' operation(s), shall be repaired by the Contractor at the Contractor's expense. This includes any additional earthwork and/or maintenance materials as directed by the Engineer, for the purposes of the Contractor's maintenance and protection of the grade.

The Contractor shall shape the base, subbase and subgrade to the elevations, crowns, and grades as specified on the Plans and as directed by the Engineer. This may include regrading the subbase to provide different crown grades than those existing prior to the construction.

The Contractor shall remove, add to, re-shape, re-grade, and re-compact the existing roadbed materials, and shall construct the roadway to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Engineer. The Contractor shall use blade graders, maintainers, vibratory rollers, and/or other equipment as necessary, and as directed by the Engineer, for this work. Use of each specific piece of equipment is subject to the approval of the Engineer.

The Contractor shall maintain the base, subbase and subgrade in a smooth, well drained condition at all times.

Sand and aggregate courses shall be placed in uniform layers such that when compacted, they have the thicknesses shown on the Plans, or as directed by the Engineer. The loose measure of any layer shall not be more than 9-inches or less than 4-inches.

Sand subbase and aggregate base courses shall be compacted to not less than 98% of their respective maximum unit weights, as determined by the AASHTO T-180 test.

All granular materials shall be deposited from trucks or through a spreader in a manner that will minimize segregation of material.

Manholes, valve boxes, inlet structures and curbs shall be protected from damage. Manholes & inlet

structures shall be continuously cleaned of construction debris and properly covered at all times during the construction. Upon completion of each day's work, manholes, water valve boxes, inlets and catch basins shall be thoroughly cleaned of all extraneous material.

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

MEASUREMENT AND PAYMENT

Where granular materials are used as base, as subbase, or as fill for excavations in Machine Grading areas, items of work "Aggregate Base Course, 21AA -C.I.P." and "Sand Subbase Course, CL II - C.I.P." shall be measured and paid accordingly.

Where granular materials are used as fill for undercuts at locations other than Machine Grading areas, item of work "Aggregate Surface Course, 22A, 10 inch.", "Aggregate Base Course, 21AA -C.I.P." and/or "Sand Subbase Course, CL II - C.I.P." shall be measured and paid accordingly.

The completed work as measured for these items of work will be paid for at the Contract Unit Prices for the following Contract (Pay) Items:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Sand Subbase Course, Class II - C.I.P.	Cubic Yard
Aggregate Base Course, 21AA - C.I.P.	Cubic Yard
Aggregate Surface Course, 22A, 10 inch	Square Yard
Aggregate Surface Course, 23A, 10 inch	Square Yard

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATION
FOR
ITEM #260 - REMOVE HMA PAVEMENT**

DESCRIPTION

This work shall consist of removing HMA surface/base as described in the City of Ann Arbor Standard Specifications, except as modified herein, and as directed by the Engineer.

CONSTRUCTION METHOD

The Contractor shall remove HMA surfaces, HMA bases, and brick bases of any thickness from any aggregate and/or concrete base course, without the removal of the aggregate or concrete base, all as shown on the Plans, as marked in the field, and as directed by the Engineer.

The Contractor shall remove, salvage, deliver to any location within the City limits or City-owned property, and neatly stack/stockpile all bricks, if present, as directed by the Engineer.

The Contractor shall remove and properly dispose of all excavated material and debris, including all asphalt and concrete. The Contractor shall not stockpile excavated material overnight on, or adjacent to, the site.

In areas where HMA pavement removal is to be performed adjacent to existing HMA pavement that is to remain, the pavement shall be saw cut prior to removal. Backhoe teeth, jackhammers equipped with spike points, milling machines, and backhoe mounted wheel cutters shall not be used.

Damage to adjacent pavement, pavement base, subbase, curb, gutter, sidewalk, utility structures, or other site features, due to removal operations shall be repaired by the Contractor, at the Contractor's expense, as directed by the Engineer.

The Contractor shall construct butt-joints, and trim butt-joints just prior to HMA paving as shown on the Plans, and as directed by the Engineer.

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas. The Contractor shall not be entitled to any additional compensation for the use of alternate equipment, or work task deferral.

MEASUREMENT AND PAYMENT

The areas to be removed shall be marked and measured prior to the removal of any material. Measurement shall take place with both the Engineer and the Contractor (or their agents) present. Both parties shall come to an agreement regarding removal quantities prior to the actual removal of HMA pavement.

The completed work as measured for these items of work will be paid at the Contract Unit Prices for the following Contract (Pay) Item:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Remove HMA Pavement	Square Yard

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the Standard Specifications and as modified by this Detailed Specification.

**DETAILED SPECIFICATION
FOR
ITEM #272 – PLASTIC DRUM – LIGHTED, FURNISH & OPERATE
ITEM #273 – TYPE III LIGHTED BARRICADE, FURNISH & OPERATE
ITEM #274 – TEMPORARY TYPE B SIGNS, FURNISH & OPERATE**

DESCRIPTION

This work shall consist of protecting and maintaining vehicular and pedestrian traffic, in accordance with Sections 103.05, 103.06, and 812, of the 2012 MDOT Standard Specifications for Construction; Part 6 of the Michigan Manual of Uniform Traffic Control Devices, Latest Revised Edition (MMUTCD); and the City of Ann Arbor Public Services Department Standard Specifications, except as modified herein.

MATERIALS, EQUIPMENT, AND CONSTRUCTION METHODS

Materials and equipment shall meet the requirements specified in the above-designated sections of the MDOT Standard Specifications.

The Contractor shall maintain two-way traffic on major streets, access for local traffic on local streets, and keep all intersections open to traffic at all times, unless specifically authorized in writing by the Engineer.

The Contractor shall maintain traffic such that no vehicle shall be required to drive into active work areas. Patch areas which extend more than halfway across the roadway shall be removed and replaced so as to provide a minimum of half the pavement width at all times for maintaining traffic.

The Contractor shall keep all driveways open at all times, unless specifically authorized in writing by the Engineer.

The Contractor shall maintain pedestrian traffic at all times. For maintaining normal pedestrian traffic while performing sidewalk and driveway repair, Type I barricades shall be placed by the Contractor, as directed by the Engineer. "Sidewalk Closed" and/or "Cross Here" signs shall be placed, by the Contractor, when directed by the Engineer.

A lane-closure permit shall be obtained by the Contractor from the City Transportation Division, at least 48 hours in advance of any proposed lane or street closing.

The hours of work on all Local streets are 7:00 a.m. to 8:00 p.m., Monday through Saturday, or as specified on the lane-closure permit. No equipment will be allowed in the street before or after these hours. Local streets may only be closed to through traffic (local access only) with written authorization of the Engineer. Work must be completed each day such that all streets are re-opened to through traffic by 8:00 p.m. unless otherwise specified, directed, or authorized in writing by the Engineer. All major changes in traffic control shall be made either between 9:30 a.m. and 3:30 p.m., or between 7:00 p.m. and 6:30 a.m. in order to minimize interference with rush-hour traffic. All traffic controls must be in-place and ready for traffic each day by 6:30 a.m. and 3:30 p.m.

Parking violation citations issued to the Contractor, subcontractor and material suppliers, including their employees, shall be enforced under appropriate City Code.

Plastic Drums; Type III Barricades; Type B Temporary Signs and Channelizing Devices

The Contractor shall furnish and operate these items as directed by the Engineer.

Type III Barricades shall have standard orange-and-white stripes on both sides of the barricade.

Plastic Drums, Type III Barricades and Channelizing Devices shall be equipped with lights. Lights that are not functioning, shall be replaced by the Contractor at no additional cost. Sufficient signs shall be provided by the Contractor to insure the safety of the workers and the general public in accordance with the current MMUTCD.

MEASUREMENT AND PAYMENT

All temporary traffic/pedestrian control devices furnished by the Contractor shall remain the property of the Contractor. The City shall not be responsible for stolen or damaged signs, barricades, barricade lights or other traffic maintenance items. The Contractor shall replace missing traffic control devices immediately, at no additional cost to the City.

Costs for transporting barricades and other traffic control devices shall be included in the bid prices for the individual items of work.

Payment for furnishing and operating lighted Plastic Drums, Type III barricades and High Intensity, Channelizing Device shall be for the maximum quantity in-place at any one time during the work of the entire project.

Temporary Sign - Type B

Payment for Type B signs shall be for the maximum quantity used.

Solar Powered Arrow Board, Furnish & Operate

Measurement for furnishing and operating Solar Powered Arrow Board will be for the maximum quantity in-place at any one time during the work of the entire project.

The completed work as measured for these items of work will be paid for at the Contract Unit Price for the following Contract (Pay) Items:

PAY ITEM

Plastic Drum, Lighted, Furnish & Operate
Type III Lighted Barricade, Furnish & Operate
Temporary Sign, Type B, Furnish & Operate

PAY UNIT

Each
Each
Square Foot

**DETAILED SPECIFICATION
FOR
ITEM #290 - LANDSCAPE MAINTENANCE AND WARRANTY, 1ST YEAR**

DESCRIPTION

The landscape maintenance and warranty work shall cover all planting work included all trees and planting. Watering, removing weeds and balled and burlapped (B&B) Tree zones as shown on the plans and/or as specified herein is also included in these items of work. Complete this work according to the Section 815, 816 & 917 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction except as described herein. Extent of work shall include, but not be limited to:

1. Watering
2. Weed Control
3. Mulching
4. Disease and insect control
5. Pruning
6. Fertilizer Application
7. Removal of tree support and tags

MATERIALS

Mulch

Mulch shall be composted, double processed, shredded hardwood bark, free from foreign material and fragments, and shall not contain pieces that are in excess of 2 inches in any dimension. Bark will not be accepted. Colored or dyed mulch will not be accepted.

Pesticides & Herbicides

Materials shall comply with Local, State and Federal regulations.

The Contractor shall post signs with public notice prior to any application of pesticide. The signs shall read: "Notice of Pesticide Application", and will include the following information: the name of the pesticide; the date of application; and the appropriate warning term for the EPA toxicity category. These terms are, for toxicity category I: DANGER-POISON. For category II: WARNING. For category III & IV: CAUTION. A website containing more information with regard to the chemicals applied will be printed on them.

Herbicide Types:

Herbicide A - Glyphosate, a non-selective herbicide shall be used to eradicate existing vegetation. It shall be used according to the manufacturer's label.

Herbicide B - Sethoxydim, a selective herbicide shall be used to selectively remove invasive grass from prairie planting and wet meadow planting (if not adjacent to water). It shall be used according to the manufacturer's label.

Herbicide C - Glyphosate, a non-selective herbicide shall be used to eradicate existing vegetation in areas adjacent to, and over, open water. It shall be used according to the manufacturer's label.

Common IPM (Integrative Pest Management) practices shall be followed. Pesticides and herbicides shall be used as a last resort.

Fertilizer

Materials shall conform to the standards of the Association of Agricultural Chemists and shall comply

with State and Federal regulations.

Fertilizer for B&B trees shall be an organic, slow release with a ratio of 3-1-2 or 3-1-1 or approved substitution.

Maintenance fertilizer for lawn shall contain no phosphorus, shall be derived from an organic product, and slow release with a ratio of 27-0-12 or approved substitution.

There shall be no fertilizer applied to Sand Filters or Native Seed planting areas.

Delivery, Storage and Handling

Packaged materials shall be delivered in original containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and storage.

Submittals

The Contractor shall submit to the Engineer copies of all field reports prepared by the maintenance supervisor identifying the date of each visit and work items completed during each visit. The receipt of the written field report by the Engineer must occur within one week of the actual site visit. Payment for the work of this Detailed Specification shall not be made without the timely receipt of the field reports by the Engineer. The Contractor shall not be allowed to neglect the maintenance, or perform it in a manner that is non-compliant in the opinion of the Engineer, with this Detailed Specification of any planted material in lieu of not being paid for the work.

MAINTENANCES

The Contractor, prior to requesting a letter of Provisional Acceptance from the Engineer, shall submit two copies of a maintenance schedule detailing the work items identified under this Detailed Specification. This schedule shall include a 52 week table covering the one-year warranty period, identifying all weekly site visits and the tasks to be performed during each visit. The schedule shall show that no maintenance will occur between the periods of October 15th and April 1st, unless otherwise required by related detailed specifications.

Provisional Acceptance: After planting zone/type is finished, the Engineer and Contractor shall perform a site evaluation to determine if planting is complete. After any additional changes have been performed by the Contractor, the Engineer will issue a written Provisional Acceptance letter, after which the Maintenance and Warranty Periods will commence for 1 full year.

Maintenance of plantings shall begin immediately after Provisional Acceptance is granted and shall continue as required until final acceptance at the end of the warranty period. Maintenance required prior to Provisional Acceptance shall be included in the contract unit price for each plant. Provisional Acceptance may be granted for different planting zones/types (e.g. B&B trees, Ditch Planting, etc.) within the project based on project schedule constraints.

The Contractor shall submit to the Engineer copies of all field reports prepared by the maintenance supervisor identifying the date of each visit and work items completed during each visit. This will be required prior to each payment.

Maintenance shall include all measures necessary to establish and maintain plants in a vigorous and healthy growing condition.

The Contractor shall inspect the plantings at least once per week during the warranty period and promptly perform needed maintenance. Weekly maintenance shall be conducted for 1 full year after Provisional Acceptance is granted.

Watering

Water shall come from a source approved by the Engineer.

Monitor all plants during site visits for signs of stress due to lack a adequate moisture in the root zone.

Water as required to keep all plants in optimum condition (1 inch of total water per week, including rainfall) and maintain an optimum supply of moisture within the root zone. Recurring overly dry or wet conditions shall be grounds for rejection of plant material. Watering of all deciduous plants and trees shall be performed using the probe method and by the use of water reservoir bags. Each balled and burlapped tree shall receive its own individual water reservoir bag. Water shall not be applied with a force that will displace mulch or cause soil erosion, and shall not be applied so quickly that the mulch and plants cannot absorb it. Apply water in such a manner that it is allowed to penetrate down into root zone of plant.

Any supplemental watering visits necessary will be paid for in accordance with Section 815.04.C.3, and must be approved by the Engineer prior to visit.

Weeding/Cultivating

Frequency shall be every visit.

Methods: Weeds shall be removed by hand and include removing the entire root mass of the weed. Before application of any herbicide the Contractor shall receive approval of the Engineer. A selective herbicide shall be applied according to manufacturer's directions.

Herbicides shall only be used when and where necessary as approved by the Engineer. Manufacturer's directions and precautions must be followed rigorously. Excess herbicides shall be properly removed from the site.

The posting of signs as a public notification of herbicide application will be required 24 hours before and maintained for 48 hours following application.

Weed Control: All Planting Areas (including Native Seed)

Weeding of all planting areas shall occur with each maintenance visit and in no instance shall they be allowed to propagate such that invasive weed species (Sweet Clover, Burdock, Wild Carrot, Purple Knapweed, Canada Thistle, Queen Anne's Lace, Purple Loosestrife, Phragmites, Bindweed, Crab Grass, Lamb's Quarters, non-native honeysuckle, buckthorn, autumn olive, Norway maple, bindweed, barnyard grass, etc.) may set their seed. Additional weeding activities may need to be performed as determined by Engineer.

Post planting management procedures for sand filters and Adjacent Planting Areas, and Native Seed planting areas may consist of, but are not limited to, the following:

1. Pull invasive weed species to remove the entire root mass;
2. Spring or fall dormant seasons application of a non-selective herbicide to control invasive weeds as directed by the Engineer ;
3. Summer application of a selective herbicide to control invasive weeds as directed by the Engineer. Follow City of Ann Arbor signage requirements for herbicide application; and
4. Initial mowing of the Native Seed Areas (using flail mower) may occur after one season of growth when the weeds are ten (10) inches high or prior to invasive weeds setting seed. Mowed height shall be 5 inches. Weeds on slopes 1:3 or greater shall be mowed with a hand-held flail mower or common weed whacker.

Herbicide applications for aggressive weeds shall conform to the following guidelines:

1. Invasive forbs such as purple knapweed, purple loosestrife, garlic mustard, Queen Anne's Lace, Canada thistle, bindweed, lambs quarters, phragmites or other invasive forbs shall be spot

controlled on an on-going basis beginning in June with Herbicide A through the end of the second growing season and/or before the plants set seed.

2. Invasive grasses such as crabgrass, smooth brome, reed canary, barnyard or other invasive grass shall be spot controlled beginning in May on an on-going basis with Herbicide B through the end of the second growing season and/or before the plants set seed.
3. Invasive woody plants such as non-native honeysuckle, buckthorn, autumn olive, Norway maple, shall be spot controlled beginning in June on an on-going basis with Herbicide A through the end of the second growing season and/or before the plants set seed.
4. Planting Areas adjacent to open water that contain invasive weeds shall be spot controlled beginning in June with Herbicide C until the end of the first full growing season and/or before the plants set seed.

Mulching

Monitoring: All mulch beds shall be reviewed in June and September for each Maintenance and Warranty Period. Any beds that do not meet the following conditions shall be replenished:

1. Depth shall be three (3) inches throughout the mulch saucer for individual trees.
2. Depth shall be two (2) inches throughout the sand filter areas.
3. Do not allow mulch to be deeper than four (4) inches for individual trees.
4. Keep mulch away from root collar of trees.

Disease and Insect Control

Monitoring for diseases and insects shall be the responsibility of the Contractor. The Contractor shall monitor all plants at all times for disease and insect problems.

Treatment shall take place in accordance with common IPM practices.

Pesticides shall only be used when and where necessary as approved by the Engineer. Manufacturer's directions and precautions must be followed rigorously. Excess pesticides shall be properly removed from the site.

The posting of signs as a public notification of pesticide application will be required 24 hours before and maintained for 48 hours following application.

Pruning

Prune all dead wood at first live lateral bud in accordance with standard horticulture practices using sharp instruments cleaned frequently. Pruning shall enhance plant development and ornamental qualities. Do not prune terminal leader or branch tips. A plant's natural form shall not be compromised by any pruning activities.

Additional pruning may be required at the request of the Engineer in order to decrease public liability factors.

Remove all standing dead material from perennials and grasses at earliest Spring maintenance visit.

Remove immediately after pruning all dead, broken and diseased growth and other pruning debris from the site and dispose of in an environmentally sensitive manner.

Plant material that is "topped" by the Contractor shall be replaced at the Contractor's expense.

Maintenance Fertilizer Application

Application shall be according to manufacturer's directions.

Woody Plants

1. Maintenance Fertilizer application for woody plants shall occur in November of the Second Maintenance and Guarantee Period

2. Topdress at a rate of 1 pound of nitrogen per 1,000 square feet.

Lawn

1. Maintenance Fertilizer application for lawn shall occur during the period of May through October as needed to establish and maintain healthy, vigorous, turf during the First and Second Maintenance and Warranty Periods. For Spring seeding, commencement of maintenance fertilizer shall begin during the first growing season. For Fall seeding, commencement of maintenance fertilizer shall begin the subsequent spring.
2. Fertilize by spreading fertilizer at a rate of one (1.0) pounds of nitrogen per 1,000 square feet.

Removal of Tree Support and Tags

Repair all damaged guys and stakes during the First Maintenance Period.

Remove all stakes, guys, labels and support material at the end of the First Maintenance Period and remove from site.

Establishment and Acceptance

Planting Areas (Sand Filters and Adjacent Planting Areas, Native Seed Areas)

Establishment of a dense stand of wet meadow perennial grasses and/or flowers as specified is the responsibility of the Contractor. Any part of the area that fails to thrive shall be re-planted until a dense planting in these areas is established.

The Contractor shall remove and replace dead and unacceptable trees and plants as their condition becomes apparent at his/her sole expense.

Watering

1. The Contractor shall keep plants moist for optimum plant growth (1" of total water per week, including rainfall) through the duration of the Establishment Period.
2. The Contractor shall keep seeded areas moist for optimum plant growth (1" of total water per week, including rainfall) until the native seeded areas are four (4) inches high typical.

Protect planted area from traffic and erosion. Safety fences and/or silt fence with appropriate signage may be used at the Contractor's expense until the grasses and flowers are fully established.

Erosion shall be repaired by the Contractor.

Initial mowing of the Native Seed areas (using flail mower) shall occur after one season of growth when the weeds are ten (10) inches high or prior to invasive weeds setting seed. Mowed height shall be 5". Weeds on slopes 1:3 or greater shall be mowed with a hand-held flail mower or common weed whacker.

Provisional Acceptance Native Seeded Areas

Provisional Acceptance shall be granted when 20% of the native species and 80% total cover with no bare areas as large as 4 square feet exist as determined by the Engineer. The Engineer will utilize a meander/search method for reviewing the area(s).

Final Acceptance for Native Seeded Areas

Final Acceptance shall be granted when 40% of the native species and 90% total cover with no bare areas as large as 1 square foot exist as determined by the Engineer. The Engineer will utilize a meander/search method for reviewing the area(s).

Provisional Acceptance Sand Filters and Adjacent Planting Areas

Provisional Acceptance shall be granted when 90% total cover with no bare areas as large as 4 square feet exist as determined by the Engineer. The Engineer will utilize a meander/search method for reviewing

the area(s). Bare areas as large as 4 square feet shall be “re-plugged” by the Contractor without additional compensation. (Ditch/Creekside Re-Vegetation areas only planted in riprap with no plugs will not allow bare areas as large as 16 square feet to exist as determined by the Engineer).

Final Acceptance for Sand Filters and Adjacent Planting Areas

Final Acceptance shall be granted when no bare areas as large as 1.5 square feet exist as determined by the Engineer. Bare areas as large as 1.5 square feet shall be “re-plugged” by the Contractor without additional compensation.

Final Acceptance will be granted when the above requirements have been met, but in no case sooner than 1 full year after the initial installation of plant material.

Should the Contractor fail to meet the requirements for Final Acceptance, maintenance and warranty work shall continue, without additional compensation, until such time as Final Acceptance can be granted.

Warranty

The Contractor shall warrant all plants to be true to botanical name and specified size.

After receiving a Notice of Provisional Acceptance, the Contractor shall maintain all plantings as specified, and warrant against unsatisfactory growth and improper maintenance for a period of one year.

The Contractor shall not be responsible for defects resulting from City of Ann Arbor negligence, damage by others or unusual phenomena, including predation, lightning, storms, freezing rains, winds over 60 miles per hour, or fires or vandalism that are beyond the Contractor’s control.

Replacements

During the warranty period, the Contractor shall replace at his/her sole expense plant materials that are dead or that are, in the opinion of the Engineer, in an unhealthy or unsightly condition. Rejected plant materials shall be removed from the site and legally disposed of by the Contractor at his/her sole expense. The Contractor shall be aware that plants may need to be replaced more than once during the warranty period should the plants be deemed to be in an unhealthy or unsightly condition by the Engineer. The Contractor shall provide the necessary resources in the unit price bid for the work to cover the cost of any needed replacements.

All plant replacement work shall be performed in accordance with Section 815 of the 2012 MDOT Standard Specifications for Construction and this project’s detailed specifications.

Plants shall be replaced no later than the next succeeding planting season. Areas damaged by replacement operations shall be fully restored by the Contractor at his/her sole expense.

Final Acceptance Inspection

The final inspection of all planting work, or phase of planting work, will be made by the Engineer and the Contractor just before the final warranty period expires. All plant replacements shall be completed and the site shall be cleaned-up, prior to the inspection.

The final acceptance inspection of plantings or material planted during recognized planting seasons will be made during September for fall planting and by June for spring planting.

Planted areas which do not meet the contract requirements, shall be replanted to the original project specifications and within acceptable planting dates as directed by the Engineer.

MEASUREMENT AND PAYMENT

The completed work as measured will be paid for at the unit price for the following pay items:

PAY ITEM

PAY UNIT

Landscape Maintenance and Warranty, 1st Year

Lump Sum

The lump sum contract price shall include all materials, labor, and equipment required to maintain plant materials in a healthy, thriving, condition; remove weeds throughout the warranty period; and, meet all other performance requirements outlined in this Detailed Specification.

Payment for maintenance during the warranty period shall be based on the lump sum contract amount divided by the number of maintenance visits identified in the maintenance schedule supplied by the Contractor prior to issuance of provisional acceptance. Payments will only be made for maintenance performed and verified through field reports submitted by the Contractor with each pay request. Also included in these items of work are restoration of any area damaged by the Contractor during their maintenance or during replacement planting operations.

**DETAILED SPECIFICATION
FOR
ITEM #292 – TOPSOIL SURFACE, 4 INCH
ITEM #293 – HYDROSEEDING**

DESCRIPTION

This work shall consist of furnishing and placing 4” of Engineer-approved topsoil, hydroseeding lawn areas, and placing erosion control matting as indicated on the plans, as detailed in the specifications, or as directed by the Engineer.

The related work of preparing the earth bed, furnishing, and placing the topsoil, furnishing the seed mixtures, furnishing the fertilizer, sowing the seed, furnishing and installing the erosion control matting and watering shall conform to the requirements of this Detailed Specification and Section 816, Turf Establishment, of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction.

MATERIALS

The materials shall meet the requirements specified in the 2012 MDOT Standard Specifications for Construction except as specified herein:

- Seed shall be fresh, clean, dry, new-crop seed complying with the AOSA’s “Rules for Testing Seed”, tested for purity and germination tolerances.

Variety	Proportion By Weight	Purity	Germination
Baron Kentucky Bluegrass	25%	90	80
Kentucky Bluegrass 98/80	15%	98	80
Park Kentucky Bluegrass	15%	90	80
Omega III Perennial Ryegrass	20%	98	90
Creeping Red Fescue	25%	95	90

Maximum weed content shall be 0.30%.

- Fertilizers shall be a Class A. The percentages by weight shall be at a minimum 10N-10P-10K or as required and approved by the Engineer.
- The seed, fertilizer, and adhesive (mulch binder) shall be mixed together and applied at one time.
- Water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances.

MAINTENANCE AND ACCEPTANCE

It is the responsibility of the Contractor to establish a dense, vigorous, weed free lawn of permanent grasses, free from mounds and depressions prior to final acceptance and payment of this project. Any portion of a seeded area that fails to show a uniform germination, shall be re-seeded. Such re-seeding shall be at the Contractor's expense and shall continue until a dense, vigorous and weed free lawn is established.

The Contractor shall maintain all lawn areas until they have been accepted by the Engineer. Lawn maintenance shall begin immediately after the grass seed is in place, and shall continue until final

acceptance with the following requirements:

- Lawns shall be protected and maintained by watering, mowing, and reseeding as necessary, until the period of time when the final acceptance and payment is made. The Contractor shall establish a uniform, dense, vigorous, and weed-free stand of the specified grasses. Maintenance includes, but is not limited to; deposition of additional topsoil; re-seeding; watering; fertilizing; mowing, and any other work as required to correct all settlement, erosion, germination, and establishment issues until the date of final acceptance by the Engineer.
- Damage to seeded areas resulting from erosion shall be repaired by the Contractor at the Contractor's expense. Scattered bare spots in seeded areas will not be allowed over three (3) percent of the area nor greater than 6"x 6" in size.

When the above requirements have been fulfilled, the Engineer will accept the lawn.

MEASUREMENT AND PAYMENT

The completed work shall be paid for at the contract unit price for the following contract items (pay items):

PAY ITEM

PAY UNIT

Topsoil Surface, 4 inch
Hydroseeding

Square Yard
Square Yard

"Topsoil Surface, 4 inch" and "Hydroseeding" will be measured by area in square yards and will be paid for at the contract unit prices which shall be payment in full for all labor, materials, and equipment needed to accomplish this work.

Topsoil placement shall occur at the locations called for on the plans or, as directed by the Engineer. The unit price "Topsoil Surface, 4 inch" shall include the grading of the area to receive the topsoil, preparing the earth bed, spreading and raking the topsoil to provide a uniform surface free of large clods, lumps, rocks, brush, roots, or other deleterious materials, as determined by the Engineer.

The hydroseeding shall be placed on all lawn areas as called for on the plans, and shall include furnishing and installing seed, fertilizer, mulch, mulch adhesive, erosion control matting and all required watering necessary for the establishment of the turf. Watering will not be paid for separately.

Any damage or soiling to signs, fences, trees, pavements, or structures shall be repaired and/or cleaned by the Contractor at the Contractor's sole expense.

After initial placement of the topsoil and hydroseed mixture(s), fifty (50) percent of the total quantity placed for each item will be certified for payment. The remaining fifty (50) percent of the total quantities will be held by the Engineer until such time as all lawn areas have been established and accepted by the Engineer.

Final acceptance shall occur no sooner than June 15th of the year after the year in which the lawn areas were initially planted during the previous spring planting season; or, final acceptance will occur no sooner than November 1st of the year after the year in which the lawn areas were initially planted during the previous summer planting season.

In no case shall lawn areas be accepted in the same year in which they were planted.

APPENDIX

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2016 - ENDING APRIL 29, 2017

\$12.93 per hour

If the employer provides health care benefits*

\$14.43 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:
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**



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

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

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

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

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/departments/city-clerk

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

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

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

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

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.