

CONTRACT

On-Demand Fiber Optic Architecture, Engineering, Design, and Construction RFP #23-31

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and FIBER OPTIC MANAGEMENT, LLC., d/b/a TURNKEY NETWORK SOLUTIONS, a Michigan Limited Liability Company ("Contractor"), with its address at 7020 Southbelt Drive, Caledonia, MI 49316.

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 **On-Demand Fiber Optic Architecture, Engineering, Design, and Construction (RFP #23-31)** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

Non-discrimination and Living Wage Declaration of Compliance Forms (if applicable)	General Conditions
Vendor Conflict of Interest Form	Standard Specifications
Prevailing Wage Declaration of Compliance Form (if applicable)	Detailed Specifications
Proposal/Bid Forms	Plans
Contract and Exhibits	Addenda
Bonds	

ARTICLE II - Definitions

Administering Service Area/Unit means **Information Technology Department**

Project means **On-Demand Fiber Optic Architecture, Engineering, Design, and Construction (RFP #23-31)**.

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

Contractor's Representative means **Warren J. Henderson** whose job title is **President**.

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 on-demand project work for this Contract shall be completed according to agreed upon dates.
- (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 \$500.00 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/Compensation

- (A) The City shall pay to the Contractor for the performance of the Contract, the amounts in the approved estimates of costs which shall be based on the rates and unit prices as given in the Contractor's Proposal, the total of which shall not exceed:

Two Hundred Thousand Dollars (\$200,000.00) annually

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

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

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

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

ARTICLE XI – Electronic Transactions

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

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Milton Dohoney Jr., City Administrator

By _____
John Fournier, Deputy City Administrator

Approved as to form and content

Atleen Kaur, City Attorney

PERFORMANCE BOND

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

SIGNED AND SEALED this _____ day of _____, 202__.

(Name of Surety Company)
By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

(Name of Principal)
By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled _____
_____ for RFP No. _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended.
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

SIGNED AND SEALED this _____ day of _____, 202_

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, 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 and Supplemental Conditions; (6) Contract; (7) Proposal/Bid Forms; (8) Bond Forms; (9) Proposal/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 Contractor 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 Contractor 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 Contractor shall immediately notify the City upon discovery, and in every case prior to submitting its Proposal/Bid, of every error or omission in the proposal or bidding documents that would be identified by a reasonably competent, diligent Contractor. In no case will the Contractor be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

SECTION 4 - WAGE REQUIREMENTS

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

States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section.

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

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

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

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

SECTION 5 - NON-DISCRIMINATION

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

SECTION 6 - MATERIALS, APPLIANCES, EMPLOYEES

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

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

Adequate sanitary facilities shall be provided by the Contractor.

SECTION 7 - QUALIFICATIONS FOR EMPLOYMENT

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

SECTION 8 - ROYALTIES AND PATENTS

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

SECTION 9 - PERMITS AND REGULATIONS

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

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

SECTION 10 - PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

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

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

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act

at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

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

SECTION 11 - INSPECTION OF WORK

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

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

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

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

SECTION 12 - SUPERINTENDENCE

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

SECTION 13 - CHANGES IN THE WORK

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

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made

unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

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

SECTION 14 - EXTENSION OF TIME

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

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

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

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

SECTION 15 - CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 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 that may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of any work under this contract, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the required policies and endorsements.

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

Required insurance policies include:

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

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

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

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

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

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

(2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

(3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and un-qualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), email address(es), and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which may be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) and all required endorsements to the City. If any of the above

coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

- (4) Any Insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

SECTION 29 - SURETY BONDS

Bonds will be required from the successful proposer as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the proposal(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the proposal(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 give 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 grant 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 Proposer shall familiarize itself with the State Law and prepare its Proposal accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this proposal for taxes it must pay.

SECTION 43

CONTRACTOR'S DECLARATION

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below:

SECTION 44

CONTRACTOR'S AFFIDAVIT

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

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

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

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

Notary Public

_____ County, MI
My commission expires on:

SUPPLEMENTAL CONDITIONS

WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its work under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the work required pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the work pursuant to this Agreement.

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 proposal. 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

I. Detailed Specifications; Technical, Warranty and Project Supervision

A. General Requirements

- a. All work performed by the Contractor shall be in accordance with the City's specifications and all applicable standards included but not limited to the following:
 - i. ANSI, ATIS, ASTM, BOCA, BICSI, EIA, IEEE, MI-OSHA, NEMA NESC, NFPA, OSHA, TIA, UL, and any other applicable industry standard(s).
- b. All Traffic Control needed to perform any and all portions of the work is the responsibility of the Contractor and shall be included in the cost, regardless of the number of traffic control mobilizations and setups required.
- c. Any damage to and not limited to: landscaping, private property, University of Michigan property, roads, curb and gutter, sidewalk, or existing utilities shall be repaired by the Contractor and/or any their sub-contractor(s) immediately at no cost to the project.
- d. The Contractor shall confine work to ROW property at all times. At no time, shall the Contractor enter private property, University of Michigan property, or perform any work not authorized by the City of Ann Arbor.
- e. The Contractor is responsible for locating all existing underground services including:
 - i. Electric, gas, telephone, data, water, and sewer prior to beginning any underground work. Coordination and compliance with Miss Dig are required.
- f. The Contractor will provide experienced installers who are licensed or certified to install Corning fiber manufactured material.
- g. The Contractor is required to facilitate inspections of work with City of Ann Arbor and the City's designated representative (design, engineering services contractor) that is providing construction oversight under a separate contract. Any deficiencies revealed during inspections by City and/or designated representatives of the City of Ann Arbor, are the sole responsibility of the Contractor to resolve.
- h. When construction is completed, the Contractor shall perform continuity testing of optical fibers using OTDR and industry standards for testing. Refer to Section "Acceptance and Testing" for requirements.
- i. The Contractor shall install necessary lighting protection in accordance with aforementioned standards.
- j. Bonding on aerial Network segments is required per AT&T and DTE pole attachment agreements. The Contractor must be familiar with AT&T and DTE pole attachment requirements.
- k. Copies of the City's pole attachment agreements with AT&T and with DTE will be provided to the Contractor upon approval of the contract.
- l. Grounding for underground Network segments is required at every splice enclosure with a minimum of 8 (eight) feet of grounding rod. Grounding rods must meet applicable industry standard specifications.
- m. The Contractor must ensure adequate clearance exists between proposed fiber build and other utilities, ground, rail, roads, and water. At a minimum the Contractor is required to build conforming to NESC codes.
- n. The Contractor is also responsible to verify local utilities do not have more stringent clearance codes.

- o. The Contractor is responsible for adhering to all right-of-way and utility permitting terms and conditions as set forth in each right-of-way permit.
- p. Any construction changes must be pre-approved by the City of Ann Arbor and the City of Ann Arbor's design and planning contractor before commencing with said change. Redline edited drawings in AutoCad format will be required to document any approved changes.
- q. If deficiencies and/or non-compliance issues are discovered by the City of Ann Arbor Project Manager or the City of Ann Arbor's design and planning contractor the Contractor is responsible for the correction.
- r. The Contractor is responsible for all jobsite cleanup and for removal of all spent fiber reels and other materials used during construction.
- s. Construction will be subject to periodic inspections by Corning and the construction Contractor must comply with any modifications made by Corning in order for the City to maintain its Corning warranty.

B. Construction Restoration

- a. The Contractor is responsible for the restoration of the work area, including landscaping, to its original condition after work is complete. Surrounding area must be filled, leveled and compacted. If grass restoration is required, contractor must apply seed or hydro seed. If work cannot be completed due to unseasonal conditions, the work will be completed when feasible and within the 1-year warranty period. Payment for projects with outstanding work due to unseasonal conditions will be negotiated on a per project basis. An active project punch list of items will be documented and tracked by the City of Ann Arbor Project Manager until all work has been completed.

C. Utility Engineering Fees and Permits

- a. City Right-Of-Way utility fees will be paid directly by the City of Ann Arbor. Contractors are responsible to coordinate efforts with the utilities involved.

D. Make Ready Fees

- a. Make ready fees will be paid directly by the City of Ann Arbor. Contractors are responsible to coordinate efforts with utilities involved.

E. Cable Pulling

- a. Install cable specified in the Design through existing or new 3" (minimum) City-owned conduit.
- b. Lateral connections will be spliced into the main fiber ring and will be terminated at a fiber distribution unit located at each location or predetermined termination point.
- c. Install the cable such that the optical and mechanical characteristics of the fiber are not degraded.
- d. The Contractor must comply with the manufacturer's recommended installation temperature, pulling tension and bend radius.
- e. Cables must not violate the minimum bend radius or the maximum tension, both during and after installation. Corner rollers (wheels), if used, must not have radii less than the minimum installation bending radius of the cable. A series array of smaller wheels can be used for accomplishing the bend if the cable manufacturer specifically approves the array.

- f. Use a clutch device to ensure the allowable pulling tension is not exceeded, if the cable is pulled by mechanical means. Also, attach a strain gauge to the pulling line at the cable exit location, and at a sufficient distance from the take-up device such that the strain gauge can be read throughout the entire cable pulling operation.
- g. Cables should be fed directly in by hand or over large diameter bends to prevent kinks, small bends, sharp edges and crossovers. Cable should also be fed out of each pull box in a fashion that minimizes bends. Sufficient slack should be left so that each cable may be trained to its final location free of stress and completely clear of hand-hole openings.
- h. The pulling tension should be continuously monitored to assure that the maximum recommended load is not exceeded. If the expected loads are close to maximum, additional pull boxes should be considered and/or the use of lubricants compatible with the outer jacket material of the cable.
- i. Use entry guide chutes to guide the cable into the pull-box conduit ports.
- j. Only lubricants approved by the cable manufacturer are permitted. Wipe the exposed cable in a pull box, junction box, or cabinet clean of cable lubricant with a cloth, after the cable has been installed.
- k. Fiber optic cable ends must be sealed to prevent the entry of water.

F. Cable Lubricant

- a. For new conduit, lubrication of the conduit before pulling is required— particularly if there are several bends.

G. Cable Splicing

- a. All splices must be fusions splices. Splices shall conform to ANSI/TIA/EIA standards.
- b. All fusion splices will have with a maximum loss of < 0.05 dB unidirectional loss using 1550 nm optical source, a maximum bi-directional average loss of <0.15 dB using 1550 nm optical source.
- c. Similarly, a maximum loss of < 0.3 dB unidirectional loss using 1310 nm optical source, and a maximum bi-directional average loss of <0.20 dB loss using a 1310 nm optical source, shall be achieved. Testing must use industry standard TIA-472D000-B and Measurement Method FOTP78. Refer to section “Acceptance and Testing” for specific requirements on testing.
- d. Each spliced fiber must be packaged in a heat shrinkable splice protection sleeve with strength member. The protection sleeve must cover the splice any bare fiber stripped of its coating. The use of RTV or silicone is strictly prohibited.

H. Labeling and Identification

- a. Identification labels must be supplied by the Contractor and installed by the Contractor(s) on the fiber in each hand-hole and at every point of attachment on utility poles per specifications from the pole owner, per the utility pole attachment agreements, and the City of Ann Arbor requirements listed below.
 - i. Aerial Cables – The Contractor is responsible for supplying and installing aerial cable markers per Utility company specifications and/or pole attachment agreements.
 - ii. Underground Cables and Splice Cables – The Contractor is responsible for supplying and installing underground cable markers identical to the

City's original fiber network construction to identify cable ID or Code, cable type, strand count and distance in feet.

I. Aerial Construction Requirements

- a. Grounding – The Contractor is responsible to ensure proper grounding, bonding, and that lightning protection is installed according to standards.
- b. Aerial Cable - All cable must be supported by support a strand (i.e., messenger cable) per industry standards.
- c. Aerial Cable Slack Requirements - 150-foot maintenance loops are required every 1,500 feet, as specified in engineering drawings. Maintenance loops must be dressed and stored properly. All slack shall be physically protected.
- d. Provide aerial service loops with snowshoes in various locations (as specified on engineering drawings) to provide sufficient slack in the event that a repair becomes necessary.
- e. Aerial Cable Lashing - All cable lashing will be double-lashed with 0.038 inches, Type 302 austenitic, non-magnetic and thermally non-hardening stainless steel with a break strength of at least 115 pounds or 0.045 inch, Type 430 Magnetic, thermally non- hardening ferritic stainless steel with a break strength of at least 125 pounds.

J. Underground Construction Requirements

- a. All fiber buried with directional boring must be a minimum of 4 (four) feet below grade.
- b. Newly installed conduits will be clear of all dirt, foreign matter, water and debris before cable is installed.
- c. Conduit - For FON segments requiring new conduit installation that conduit must be 3 (three) inch diameter Dura-Line Smooth-wall HDPE Conduit or an equivalent. Provide as an option, conduit with Silicore-TM permanently lubricated lining so greater pulling and jetting distances can be achieved where necessary.
- d. Cables that are run through existing conduit cannot not go through the center of an existing slack loop of cable (fiber/electric/etc.) so as to render the existing slack loop useless, or so that it could not be taken out of the handhole and uncoiled.
- e. Conduits added to existing handholes, or new handholes, that enter through the side wall need to be concrete sealed so that mud/dirt does not fill the handholes over time. This includes locations where handholes are upgraded with existing infrastructure in place. All conduit entries and handhole cuts need to be sealed up.
- f. Handholes are to be placed at a 36" depth.
- g. Upward angled conduits in handholes need to be at least 8 inches from the bottom of the lid – or some value similar to that to allow bend radius of cables.
- h. When conduits enter the handhole lower than the bottom lip, they need to have elbows, or sweeps, that get them above the bottom lip. This prevent dirt from getting in and plugging the conduit.
- i. Above Ground Markers - Above ground markers must be installed~500 feet or a lesser line-of-site along burial path, depending on Network segment geography.
- j. Cable Slack Requirements - Throughout the underground cable plant, pull and store excess cable slack at designated intervals per the engineering drawings.
- k. The Contractor must provide adequate drainage for handholes using a stone-based material.
- l. All underground work needs to be inspected by the City before acceptance. The Contractor is responsible for correcting all deficiencies in their work.

K. Above-Ground Cabinet Construction

- a. Install Corning Cross-Connect Cabinets according to manufacturer's specifications and the City of Ann Arbor's specifications.

L Materials Specifications

- a. ALL materials required to complete construction will be supplied and installed by the Contractor, including the following materials:
- b. Fiber Optic Cable
 - i. All fiber optic cables must be indoor/outdoor, plenum-rated cables for inter- building and intra-building backbones in aerial, duct and riser applications. Deliver the cable on reels without splices. Ensure both ends of the cable are sealed to prevent moisture ingress.
- c. 144F Single Mode Fiber Cable
 - i. Provide CommScope® Outside Plant Single Jacket/Single Armor, Gel-Free, Dry-Lock, Outdoor Stranded Loose Tube Cable (Part # D- 144-LA-8W- F12NS), or an approved equivalent.
- d. 48F Single Mode Fiber Cable
 - i. Provide CommScope® Outside Plant Single Jacket/Single Armor, Gel-Free, Dry-Lock, Outdoor Stranded Loose Tube Cable (Part # D- 048-LA-8W- F12NS), or an approved equivalent.
- e. Communications Tracer wire
 - i. Encore Wire Corporation Tracer Wire HMWPE 45 MIL 600 Volt (UL) DIR – 14AWG
- f. Cable Connectors
 - i. LC connectors are required, providing a small form ceramic ferrule with 1.25 mm ferrule that are easily terminated with any adhesive.
- g. Cable Risers
 - i. FREEDOM tight-buffered cable, risers, 48F and 144F, single-mode (OS2), by Corning Optical Communications, or an approved equal.
 - ii. Risers need to be galvanized rigid conduit for the first 10' from grade going up. Then, Schedule 80 PVC is acceptable from that point going up the pole to the aerial attachment location.
- h. Splice Closures
 - i. Corning Optics Splice Closure Fiber (SCF) or equivalent, preloaded splice trays that are aerial and underground rated allowing up to 288 single fiber splices. The closure must provide ports for uncut feeder cables and ports for drop cables. The closure, in canister configuration, with a quick-seal mechanical seal port, must allow for rapid and easy addition of cables after initial installation is complete. For 96ct or higher cable on a 144ct storage loop the Corning product number is SCF-8C28-01. For 72ct or less cable the Corning product number is SCF-6C22-01-72.
- i. Conduit
 - i. Three-inch Dura-Line Smoothwall HDPE Conduit or an equivalent is required for each Network segment needing newly installed underground conduit. Dura-Line is made to Industry standards for power and communications applications. It can be installed using open trench methods, HDD (Horizontal Directional Drilled) plowed, or pulled into conduit. Price Smoothwall HDPE conduit with optional Silicore™ permanently lubricated lining, Smoothwall, so ducts can be maximized

for greater pulling and jetting distances, reducing the coefficient of friction over standard HDPE conduit.

- j. Handholes
 - i. Quazite Handholes. All Handholes at splice locations and underground slack loop locations are 30"x48" double deep, cover test load ratings of 15,000/22,500, box test load rating of 22,500/33,750, minimum. All remaining handhole sizes are specified as 17" x 30".
- k. Closet Connector Housing (CCH) and Patch Panels
 - i. Several locations will require CCHs and patch panels. CCHs provide interconnect or cross-connect capabilities between outside plant, riser or distribution cables and opto-electronics. See below for CCH specifications:

Closet Connector Housing (CCH) and Patch Panels Specifications		
Item	Supplier	Description
CCH-04U	Corning Optical	CLOSET CONN HSG 4U F/12 PNLs
WCH-02P	Corning Optical	Wall-MNTD CLST HOUS/2CCH PNL
CCH-01U	Corning Optical	CLOSET CONN HSG 1U F/2 PNLs
CCH-CP24-A9	Corning Optical	CCH PNL W/12 LC DUPLEX SM
CCH-CP12-A9	Corning Optical	CCH PNL W/6 LC DUPLEX SM

M. Acceptance and Testing

- a. The Contractor is required to construct per detailed engineering drawings that will be provided by the City of Ann Arbor after the Design and Planning is completed.
- b. Any deviation from the original design must be requested by the Contractor and approved by the City of Ann Arbor before the work is done.
- c. Deviations to splicing and/or site location terminations must be pre- approved by the City of Ann Arbor and then appropriately documented with red-line drawings and supporting documentation.
- d. All testing results are to be provided and accepted by Corning in order for the City to maintain its Corning warranty.
- e. The Contractor(s) is required to test the fiber after installation, including all splicing and termination, after completion. Test the fiber from end to end through any interconnections to ensure that the path is properly installed and that polarization and routing are correct and documented. Out of specification deficiencies identified must be properly corrected per industry standards.
- f. For each network segment or fiber optic link, including spare fibers, determine whether the optical loss is within the limits permissible under applicable testing industry standards below.

- g. A link is defined as a continuous segment of fiber between one connector and another connector.
- h. When testing links that do not have connectors on both ends, the Contractor shall use a mechanical splice to attach a pigtail to the unterminated fiber for the duration of the test.
- i. The following industry testing standards shall be used to verify proper construction and installation:
 - i. Testing industry standard FOTP-78 (Fiber Optic Test Procedure) will be applied to all fiber splicing and unused fibers within the following parameters using the bidirectional method established by FOTP-78, as follows:
 - 1. All fusion splices will have less than 0.05 dB loss using 1550 nm optical source. The test will be bi-directional with no splice loss being greater than 0.05 dB. Since the test is bi-directional, the splice loss refers to the final loss value obtained once the test results are averaged at each splice; none being greater than 0.05 dB.
 - 2. Terminations will have loss less than 0.4 dB using 1550 nm and 1310 nm optical source. Testing methods will apply industry standard TIA-472D000- B Section 8.2.1 (Telecommunications Industry Association) using Optical Time Domain Reflectometer (OTDR) as the measurement device.
 - 3. No manual calculations of bi-directional averages are allowed.
 - 4. Record and document all splice losses and termination losses and submit to the City of Ann Arbor for approval.
 - ii. Perform OTDR testing which captures optical attenuation on all fibers after post installation. Optical attenuation performance shall meet or exceed standard TIA472D000-B Section 8.1 for single-mode fiber. The maximum optical attenuation loss cannot exceed 0.25 dB/km at 1550 and 0.35 dB/km 1310 nm testing.

N. Splice Testing Documentation

- a. Documentation of the fiber optic cable plant (test results) should follow ANSI/TIA/EIA- 606 Administrative Standard for Telecommunications infrastructure of commercial Buildings. This documentation shall include the insertion loss data.

O. Documentation

- a. All CommScope® fiber optic cables have a unique lot number shown on the shipping spool. It is important that this number be recorded. Cable pre- and post-installation test data should be recorded in an orderly and logical fashion.
- b. Prepare diagrams showing all the links tested in this project. On each line representing a link, show the maximum allowable loss and the actual loss Ensure the actual loss is the one measured after all corrective actions have been taken.
- c. Provide an OTDR trace for all fibers to document the location of the sources of optical loss in the cable (refer Acceptance and Testing).
- d. All Red-line drawings, field notes, documentation, submitted to City of Ann Arbor in a format acceptable to the City of Ann Arbor (e.g., Spatially- referenced AutoCad files, GIS shapefile, etc.).
- e. Schematics and detailed circuit diagrams of all splice locations shall be provided in an acceptable format to the City of Ann Arbor.

- f. All fiber testing documentation must be provided to the City and Corning.

P. Warranty and Workmanship

- a. The Contractor warrants that all materials furnished shall be new, and free from defects.
- b. The Contractor warrants that the materials and workmanship used in the construction are as herein specified, and shall provide all material and labor required to make good any defects due to faulty materials or workmanship which become apparent within a one year period from project completion.
- c. The equipment and materials manufacturers are expected to recognize that they are responsible for the failure of their products to perform in accordance with data furnished by them or their authorized representatives, as well as misrepresentations of such data.
- d. When the products have been installed in accordance to the manufacturer's published or written instructions and recommendations, and such products fail, the Contractor is responsible for replacement of the products and all associated work and materials without additional cost to the City of Ann Arbor.
- e. Contractor shall obtain and assign to the City of Ann Arbor warranties from the manufacturers of the materials it installs.
- f. Damage by vandals, fire, traffic accidents or "acts of God" are excluded from labor and materials warranty.

Q. Project Supervision

- a. The Contractor shall designate a full-time Project Supervisor to act as the Contractor's agent/representative, and to be responsible for scheduling and coordination of all subcontractors, suppliers, other governmental agencies, and all public and private utility companies.
- b. The Project Supervisor shall work harmoniously with the Engineer, the City, the public, subcontractors, and all other parties typically involved with work of this nature.
- c. The Project Supervisor shall be responsible for all of the work of all of the Contractor, subcontractor and/or supplier work forces.
- d. The Project Supervisor shall submit to the City an updated, detailed schedule of the proposed work on a schedule determined at the initial project kickoff meeting.
- e. The Project Supervisor and all subcontractors shall attend a progress meetings to discuss the work. Upon the completion of each meeting, the Project Supervisor shall prepare and distribute, to all present, a written summary of the meeting's minutes. Those in attendance shall review the minutes and, if necessary, comment on any deficiencies or errors prior to or at the next scheduled progress meeting.
- f. A detailed project plan utilizing Microsoft Project will be supplied for all projects

ATTACHMENT B
GENERAL DECLARATIONS

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

Ladies and Gentlemen:

The undersigned, as proposer, declares that this Proposal is made in good faith, without fraud or collusion with any person or persons submitting proposals on the same Contract; that this Proposer has carefully read and examined the Request for Proposal and related 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-Proposal Conference, General Information, Proposal, Proposal Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Proposer 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 Proposer also declares that it has extensive experience in successfully completing projects similar to this one.

The Proposer 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 Proposal is based solely upon the Proposer's own independent business judgment.

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

In accordance with these Request for Proposal documents, and Addenda numbered _____, the undersigned, as Proposer, 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 Proposal Forms.

The Proposer 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 recommended for the Contract, all liquidated damage clauses form part of the Contract.

The Proposer 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. Proposer certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Proposer further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Proposer 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 Proposer encloses a certified check or Proposal Bond in the amount of 5% of the total of the Proposal Price. The Proposal 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 Proposal.

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

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

In submitting this Proposal, it is understood that the right is reserved by the City to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make the recommendation and approve a contract in any manner the City believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 202_.

Proposer's Name

Authorized Signature of Proposer

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Notice

ATTACHMENT C
LEGAL STATUS OF PROPOSER

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

Proposer declares that it is:

* A corporation organized and doing business under the laws of the State of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Proposal, 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 Proposal: _____
(initial here)

Authorized Official

_____ **Date** _____, 202_

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

ATTACHMENT E
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

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

Check the applicable box below which applies to your workforce

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

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

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

Attachment F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

\$15.90 per hour

If the employer provides health care benefits*

\$17.73 per hour

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

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

A.

B. ENFORCEMENT

C. 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**



ATTACHEMENT G

Vendor Conflict of Interest Disclosure Form
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible for 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

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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.

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE)	(2) ADDRESS		
(3) PAYROLL NO.	(4) FOR WEEK ENDING	(5) PROJECT AND LOCATION	(6) CONTRACT ID

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

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

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

_____ on the _____ (Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the _____ (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____.

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

_____ from the full _____ (Contractor or Subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

ATTACHMENT L
WORK STATEMENT AND COMPENSATION/FEE PROPOSAL FORM

WORK STATEMENT AND COMPENSATION/FEE PROPOSAL FORM
On-Demand Fiber Optic Architecture, Engineering, Design, and Construction
RFP#23-31

Project Name: _____

General

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

Project Scope

The City of Ann Arbor has a need for Architect/Engineering and Construction services to connect the <ADDRESS>, <CITY>, STATE>, <ZIP> as a connection to the City of Ann Arbor FON. Each project will be conducted in 2 phases and may be subject to City Council approval if the total project amount exceeds \$75,000.00:

- Phase 1 - Architect/Engineering Planning:
 - Services include: Network route design, site work, engineering design, permitting services, engineering documentation, construction oversight services, and project management.
- Phase 2 – Construction:
 - Services include: Aerial and (or) underground construction, underground boring, fiber splicing, splice enclosure installation, handhole installation, project management, and engineering documentation

Utilizing this work statement the city will seek a total, not to exceed cost for Phase 1. Once phase 1 is authorized and completed the city will seek a total, not to exceed cost for Phase 2.

Please submit your response no later than **XX/XX/XXX**.

Terms and Conditions

1. Project must be completed within **45 days** of approval or notice to the contract to proceed.
2. Contractor shall provide pricing for all Compensation Schedule items specified below based upon a not-to-exceed, time and materials basis.
3. The City, at its sole discretion, may elect to delete any portion of the work delineated below. Work shall be determined based upon the availability of funds.
4. Any item not provided in the following list shall be considered incidental.
5. The Consultant agrees to complete the Project and all related work, as specified in the Scope of Work with RFP **23-31**.

Phase 1: Architect/Engineering

Item	Unit Price	Hourly Rate	Total Price
Network Route Design	\$90		
Project Management	\$85		
Site Work	\$95		
Engineering Design	\$95		
Documentation and Deliverables	\$90		
Construction Oversight for Phase II	\$100		
Permitting for "make ready" Construction	\$75		
Other – Please describe any other work requiring cost Estimate			
Total			

Phase 2: Construction

Item	Unit	Unit Price	Total Price
Aerial Construction: Includes all labor, fiber optic cable, equipment, materials, and restoration costs.	Per Foot	\$3.50	
Underground Boring: Includes all labor and equipment for directional drilling of duct, fiber optics cable, cable placement, and restoration.	Per Foot	\$21-Green Space \$25-CBD	
Fiber Splicing: Includes all equipment, materials, and labor.	Per Splice	\$66.92	
Splice Enclosure Installation: Includes all labor and equipment.	Per Splice Enclosure	\$1,320	
Handhole Installation: Includes all labor, equipment, restoration, and materials for a Quazite double- deep 30" x 48" handhole.	Per Handhole	\$2,500	
Project Management	Hourly	\$85	
Documentation and Deliverables	Hourly	\$90	
Other: Please describe any other work requiring cost Estimate (Termination Panel Installation, included Labor & Materials EACH	EACH	\$1,600	
Total			