

CITY OF ANN ARBOR
INVITATION TO BID



STREET LIGHTING REPLACEMENT –
KERRYTOWN MARKET AND LIBERTY STREET

ITB No. 4494

Due Date: Friday, May 5, 2017
On or Before 10:00 A.M. (Local Time)

Public Services Area/Public Works Unit

Issued By:

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

TABLE OF CONTENTS

TABLE OF CONTENTS.....	TC-1 to 2
NOTICE OF PRE-BID CONFERENCE.....	NP-1
INSTRUCTIONS TO BIDDERS.....	IB-1 to 5
INVITATION TO BID.....	ITB-1 to 3
BID FORMS.....	BF-1 to 8
CONTRACT.....	C-1 to 3
BOND FORMS.....	B-1 to 2
GENERAL CONDITIONS.....	GC-1 to 16
STANDARD SPECIFICATIONS.....	SS-17
DETAILED SPECIFICATION.....	DS-1 to 62

ATTACHMENTS

- City of Ann Arbor Prevailing Wage Declaration Form*
- City of Ann Arbor Living Wage Forms*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- City of Ann Arbor Non-Discrimination Ordinance Notice and Declaration Form*
- Michigan Department of Transportation Certified Payroll*

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on **Thursday, April 20, 2017 at 10:00 AM** at the Wheeler Service Center, 4251 Stone School Road, Ann Arbor, Michigan, 48108.

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

INSTRUCTIONS TO BIDDERS

General

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

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

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

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

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

Questions or Clarification on ITB Specifications

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

All questions shall be due on or before **Monday, April 24, 2017 by 5:00 PM** and should be addressed as follows:

Specification/Scope of Work questions emailed to celenbaas@a2gov.org
Bid Process and Compliance questions emailed to cspencer@a2gov.org

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

Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall

not relieve the Bidder of the responsibility for complying with the terms thereof.

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Friday, May 5, 2017 on or before 10:00 AM EST**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and **two (2)** Bid copies in a sealed envelope clearly marked: **ITB No. 4494 Street Lighting Replacement – Kerrytown Market and Liberty Street**.

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
Ann Arbor, MI 48107

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

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

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

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

Hand delivered bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the

lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

Official Documents

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

Bid Security

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

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of ninety (90) days

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-2, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

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

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

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

Human Rights Information

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

Wage Requirements

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

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. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

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

For the purposes of this ITB the Construction Type of Heavy will apply.

Conflict Of Interest Disclosure

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

Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

Debarment

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

Disclosures

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

Bid Protest

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

Cost Liability

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

Reservation of Rights

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

INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

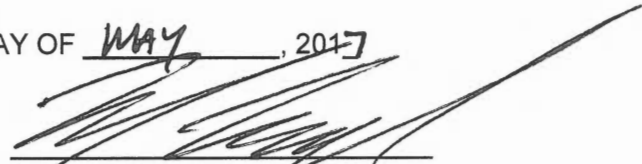
If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying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

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

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

SIGNED THIS 5th DAY OF MAY, 2017

CORBY ENERGY SERVICES, INC.
Bidder's Name


Authorized Signature of Bidder

6001 SCHOONER DRIVE
BELLEVILLE, MI 48111
Official Address

MARK HESEL, JR.
(Print Name of Signer Above)

734 547 9237
Telephone Number

jcorby@corbyenergy.com
Email Address for Award Notice

ADDENDUM #1 was received ✓ JAC 6 pgs.

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of MICHIGAN, for whom MARK HELSEL, JR., bearing the office title of VICE PRESIDENT, whose signature is affixed to this Bid, is authorized to execute contracts.

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

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

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

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

~~Authorized Official~~
 Date 5/5, 2017

(Print) Name MARK HELSEL, JR. Title VICE-PRESIDENT
Company: CORBY ENERGY SERVICES, Inc.
Address: 6001 SCHOONER DR, BELLEVILLE, MI 48111
Contact Phone (734) 547-9237 Fax (734) 547-0340
Email jcorby@corbyenergy.com

ADDENDUM #1 was received ✓  6 Pgs.

BID FORM

Section 1 – Schedule of Prices

COPY

Company: CORBY ENERGY SERVICES, INC.

Project: **ITB 4494 Street Lighting Replacement – Kerrytown Market and Liberty Street**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
101	General Conditions, Maximum \$50,000	L.S.	1	\$ <u>19,000.-</u>	\$ <u>19,000.-</u>
102	Audio Visual Tape Coverage	L.S.	1	\$ <u>2,000.-</u>	\$ <u>2,000.-</u>
120	Project Supervision; Maximum \$10,000	L.S.	1	\$ <u>10,000.-</u>	\$ <u>10,000.-</u>
230	Light Pole and Foundation Removal	EA.	91	\$ <u>430.-</u>	\$ <u>39,130.-</u>
231	Remove Concrete Sidewalk and Drive – Any Thickness	S.F.	3820	\$ <u>5.50</u>	\$ <u>21,010.-</u>
232	Adjust	EA.	50	\$ <u>100.-</u>	\$ <u>5000.-</u>
234	New Handhole	EA.	46	\$ <u>450.-</u>	\$ <u>20,700.-</u>
235	4-inch Concrete Sidewalk, Ramp or Drive	S.F.	1953	\$ <u>8.-</u>	\$ <u>15,624.-</u>
239	Sidewalk Unit Pavers	S.F.	1402	\$ <u>32.-</u>	\$ <u>44,864.-</u>
240	Pole Foundation	EA.	89	\$ <u>1,225.-</u>	\$ <u>109,025.-</u>
241	Type "OA" Pole Installation	EA.	51	\$ <u>5,000.-</u>	\$ <u>255,000.-</u>
242	Type "OB" Pole Installation	EA.	17	\$ <u>5,500.-</u>	\$ <u>93,500.-</u>
243	Type "OC" Pole Installation	EA.	12	\$ <u>5,000.-</u>	\$ <u>60,000.-</u>
244	Type "OD" Pole Installation	EA.	9	\$ <u>5,175.-</u>	\$ <u>46,575.-</u>
270	No Parking Signs	L.S.	1	\$ <u>2,500.-</u>	\$ <u>2,500.-</u>
271	Temporary Traffic Control	L.S.	1	\$ <u>40,000.-</u>	\$ <u>40,000.-</u>

BF-1

284	Parking Meter Remove, Salvage & Reinstall	EA.	3	\$	<u>500.-</u>	\$	<u>1,500.-</u>
299	Certified Payroll Compliance and Reporting	L.S.	1	\$	<u>1000.-</u>	\$	<u>1000.-</u>
810	Slope Restoration	S.YD.	81.1	\$	<u>40.-</u>	\$	<u>3,244.-</u>

ESTIMATED TOTAL

\$ 789,672.-

ALTERNATE BID ITEMS NOT INCLUDED IN THE BID TOTAL

850	Conductors #2 AWG	1 LF		\$	<u>4.25</u>	\$	<u>4.25</u>
851	Conductors #4 AWG	1 LF		\$	<u>4.-</u>	\$	<u>4.-</u>
852	Conductors #6 AWG	1 LF		\$	<u>3.50</u>	\$	<u>3.50</u>
853	Conductors #8 AWG	1 LF		\$	<u>3.30</u>	\$	<u>3.30</u>
854	Conductors #10 AWG	1 LF		\$	<u>4.50</u>	\$	<u>4.50</u>

BID FORM

Section 2 - Material and Equipment Alternates

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

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

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
241	TYPE "OA" POLE INST.	(\$1,100.00)/EA
242	TYPE "OB" POLE INST.	(\$1,200.00)/EA
243	TYPE "OC" POLE INST.	(\$940.00)/EA
244	TYPE "OD" POLE INST.	(\$940.00)/EA

*please see attached alternate material.

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

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

Signature of Authorized Representative of Bidder  Date _____

BID FORM

Section 3 - Time Alternate

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

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

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

Signature of Authorized Representative of Bidder



Date

5/5/17

BID FORM

Section 4 - Major Subcontractors

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

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

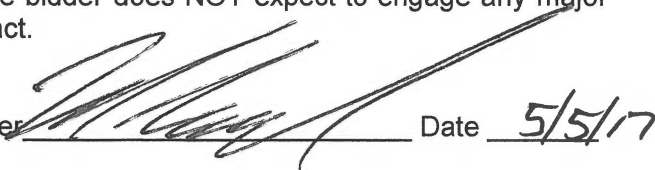
For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
D. MACRO CONCRETE 5005 E. 14 MILE STERLING HTS. MI 48310	CONCRETE	15,000.-

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

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

Signature of Authorized Representative of Bidder



Date 5/5/17

BID FORM

Section 5 – References

Include a minimum of three references from similar project completed within the past five years.

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

1) SEE ATTACHED _____
Project Name Cost Date Constructed

_____ Phone Number
Contact Name

2) _____
Project Name Cost Date Constructed

_____ Phone Number
Contact Name

3) _____
Project Name Cost Date Constructed

_____ Phone Number
Contact Name

May 5, 2017



PROJECT REFERENCES

The following are electrical and street lighting maintenance and installation references.

- DTE Energy – Detroit Edison – Street Lighting
 - 1982 – Present
 - New Build & Maintenance Contracts
 - Corby Energy has installed, maintained and provided material storage for DTE Energy Street lighting division for over 30 years. DTE Energy Street Lighting System has over 250,000 Lights in and throughout the metro Detroit and surrounding areas with a population of over 6 million people.
 - 25,000+ LED Light Replacement
 - 250,000 LF+/- of total street light cable/conduit installed per year
 - Contact: Mark Slater (734) 397-4055

- Public Lighting Authority of Detroit
 - 2014 – 2017
 - Lighting Survey and Construction for re-lighting the City of Detroit
 - Over 35,000 LED lights installed.
 - \$60 Million
 - Contact: Mukesh Patel - 313.324.8290

- Novi Public Schools
 - October 2016
 - Parkview Elementary, Novi Educational Services Building
 - \$100,000.00
 - Contact: Sol Einhorn (248) 882-2152

- Livonia Public Schools
 - August 2013
 - Garfield Elementary
 - \$25,000.00
 - Contact: James McMuldroch (734) 744.2500 x 42158

- Plymouth-Canton Community Schools
 - September 2012
 - Plymouth High School LED Project
 - \$108,000.00
 - Contact: Rich Griffin (248) 914-7852

- City of Pontiac
 - September 2012
 - LED Lighting Project
 - \$40,000
 - Contact: John Balint, PE (248) 758-3615

- City of Livonia
 - March 2012
 - \$256,000
 - LED Retrofit Project (parking lot and garage areas)
 - JS Vig (Construction Manager) – Justin Barringer (734) 283-3002 x 33
 - Todd Zilincik – (734) 466-2561

- City of Farmington Hills
 - February 2012
 - \$120,000
 - LED Retrofit Project
 - Nathan Geinzer (248) 871-2500

- City of Romulus
 - June 2011
 - \$67,000
 - LED Retrofit Project
 - JS Vig (Construction Manager) – Dennis Levko (734) 283-3002

- Charter Township of Redford – Lighting Upgrades
 - February 2011
 - \$140,000
 - Remove existing and replace interior and exterior lighting
 - Contact: Mike Dennis (313) 387-2785

- City of Troy – LED Lighting Upgrades – Street Lighting
 - November 2011
 - \$470,000
 - Remove existing and replace with new LED lighting in parking lots / parking garages and along Big Beaver and Coolidge Hwy. (400+ lights)
 - Contact: Steve Pollotta (248) 524 3503

- City of Dexter – LED Street Light Retrofit Upgrades
 - October 2010
 - \$11,500.00
 - Retrofit existing with owner supplied LED fixtures = 100+ lights
 - Contact: Courtney Nicholls (734) 426-8303 x 17

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2017, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Corby Energy Services, Inc. ("Contractor") a Michigan Corporation located at 6001 Schooner Drive, Belleville, Michigan 48111.

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

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled [Insert Title of Bid and Bid Number] in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

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

ARTICLE II - Definitions

Administering Service Area/Unit means **Public Works Unit**

Project means **ITB No. 4494 Street Lighting Replacement – Kerrytown Market and Liberty Street**

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within **three hundred twenty (320)** consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$500 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

ARTICLE IV - The Contract Sum

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

Seven Hundred Eighty-Nine Thousand Six Hundred Seventy-Two and 00/100 Dollars (\$789,672.00)

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

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

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

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Howard S. Lazarus, City Administrator

By _____
Craig Hupy
Public Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated _____, 201_, for: : **ITB No. 4494 Street Lighting Replacement – Kerrytown Market and Liberty Street** and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 201_.

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____
of _____(referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated _____, 201_, for: **ITB No. 4494 Street Lighting Replacement – Kerrytown Market and Liberty Street** and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 201_

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

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

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

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

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

Section 5 - Non-Discrimination

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

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the

Supervising Professional may deem proper under any of the following circumstances:

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

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

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

Section 15 - Claims for Extra Cost

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

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

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same;

the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;

- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

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

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

Section 16 - Progress Payments

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

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

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract

Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

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

Section 17 - Deductions for Uncorrected Work

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

Section 18 - Correction of Work Before Final Payment

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

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

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

Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

Section 20 - Suspension of Work

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

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

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

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

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify

such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right To Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials

furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

Section 28 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death

or property damage which may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, certificates of insurance and other documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required on behalf of itself, and when requested, any subcontractor(s). The certificates of insurance endorsements and/or copies of policy language shall document that the Contractor satisfies the following minimum requirements.

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

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

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

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

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

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

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

- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which

approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

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

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Section 44

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor, _____, represents that on _____, 20___, it was awarded a contract by the City of Ann Arbor, Michigan to _____ under the terms and conditions of a Contract titled: **ITB No. 4494 Street Lighting Replacement – Kerrytown Market and Liberty Street**. The Contractor represents that all work has now been accomplished and the Contract is complete.

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

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

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

Notary Public

_____ County, MI

My commission expires on:

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Bid. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

Copies of the Standard Specifications can also be downloaded from the web link:

http://www.a2gov.org/government/publicservices/project_management/privatedev/pages/standardspecificationsbook.aspx.

DETAILED SPECIFICATIONS

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

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

The Contractor shall directly coordinate his/her work with the City.

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

The Contractor is hereby notified that Private Developers may be staging their construction within the road right-of-way. No additional compensation will be paid to the Contractor for coordinating his/her work with the Developer.

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

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

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

On all projects:

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

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

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

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

**DETAILED SPECIFICATION
FOR
DISPOSING OF EXCAVATED MATERIAL**

The Contractor shall dispose of, at the Contractor's expense, all excavated material. Costs for this work will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions."

**DETAILED SPECIFICATION
FOR
PROTECTION OF UTILITIES**

Damages to utilities by the Contractor's operations shall be repaired by the utility owner at the Contractor's expense.

Delays to the work due to utility repairs are the sole responsibility of the Contractor.

The Contractor shall keep construction debris out of utilities at all times. The Contractor shall be back charged an amount of \$50.00 per day for each manhole/inlet/utility pipe that contains construction debris caused as a result of the Contractor's (including subcontractors and suppliers) work.

The Contractor is solely responsible for any damages to the utilities or abutting properties due to construction debris.

Certain sanitary and storm sewers within the influence of construction may have been cleaned and videotaped prior to construction. The City may also choose to videotape utility line(s) during or after the work of this Contract to inspect them for damages and/or construction debris. If such inspection shows damage and/or debris, then all costs of such inspection, cleaning, repairs, etc, shall be the Contractor's sole responsibility. If such inspection is negative, the City will be responsible for the costs of such inspection.

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

**DETAILED SPECIFICATION
FOR
SOIL EROSION CONTROL**

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

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

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

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

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

**DETAILED SPECIFICATION
FOR
SITE CLEAN-UP**

Immediately after completion of construction on each block, the Contractor shall clean the entire area within the influence of construction, including but not limited to all pavement, sidewalks, lawn areas, and underground utility structures, of all materials which may have accumulated prior to or during the construction.

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

**DETAILED SPECIFICATION
FOR
MATERIALS AND SUPPLIES CERTIFICATIONS**

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

- HMA materials
- Hot-poured Joint Sealants
- Cements, coatings, admixtures and curing materials
- Sands and Aggregates
- Steel and Fabricated metal
- Portland Cement Concrete Mixtures
- Reinforcing Steel for Concrete
- Reinforcing Fibers for Concrete
- Pre-cast Concrete products
- Street lighting products

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

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

**DETAILED SPECIFICATION
FOR
CONTRACT DRAWINGS/PLANS**

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

**DETAILED SPECIFICATION
FOR
WORKING IN THE RAIN**

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

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

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

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

**DETAILED SPECIFICATION
FOR
WORKING IN THE DARK**

The Contractor shall not work in the dark except as approved by the Engineer and only when lighting for night work is provided as detailed elsewhere in this contract.

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

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

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

, ,
**DETAILED SPECIFICATION
FOR
QUANTITIES AND UNIT PRICES**

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

The following notes pertain to all Plan sheets issued as part of this Contract, and these notes shall be considered part of each Plan sheet or Detailed Information Sheet.

1. All work shall conform to latest revision of the City Standard Specifications.
2. The Contractor shall maintain access to all drives throughout the course of construction. Drives shall never be closed during non-working hours, unless otherwise authorized in writing by the Engineer.
3. The Contractor shall completely restore all existing site features to better than, or equal to, their existing condition.
4. The Contractor shall be aware that there are above-ground and below-ground utilities existing in and on these streets which include, but are not limited to: gas mains and service leads; water mains and service leads; storm sewer mains and service leads; sanitary sewer mains and service leads; telephone poles, wires, cables and conduits; electrical poles, wires, cables and conduits; cable a s t elevision wires, cables and conduits, and other various utilities. The Contractor shall conduct all of its work so as not to damage or alter in any way, any existing utility, except where specified on the Plans or where directed by the Engineer.
5. The Contractor is solely responsible for any delays, damages, costs and/or charges incurred due to and/or by reason of any utility, structure, feature and/or site condition, whether shown on the Plans or not, and the Contractor shall repair and/or replace, at its sole expense, to as good or better condition, any and all utilities, structures, features and/or site conditions which are impacted by reason of the work, or injured by its operations, or injured during the operations of its subcontractors or suppliers.
6. No extra payments or adjustments to unit prices will be made for damages, delays, costs and/or charges due to existing utilities, structures, features and/or site conditions not shown or being incorrectly shown or represented on the Plans.
7. The Contractor is solely responsible for furnishing the appropriate equipment and qualified personnel for the size and condition of the site and the requirements of the proposed work. Damage to buildings, amenities, utilities, paving, and facilities within and adjacent to the work area, and to work already performed by the Contractor shall be the responsibility of the Contractor to repair as needed, at no cost to the project.

**DETAILED SPECIFICATION
FOR
PROGRESS CLAUSE**

PROGRESS CLAUSE: The Notice to Proceed is expected on July 31, 2017. In no case shall any work be commenced prior to receipt of formal notice of award by the City.

All hardscape construction work in this contract shall be completed on or before May 15, 2018. All work shall be completed on or before June 16, 2018. Contractor shall complete all restoration related to the 2017 construction season by November 15, 2017. The contractor shall be fully demobilized for the winter.

The work shall be completed in a methodical sequence of activity (or “stages”) moving through the project site. The Contractor shall create a Maintenance of Traffic Plan for review and approval by The City prior to start of construction.

The City expects the Contractor to work on one side of one block at one time, then complete work and restore lighting operations, then proceed to opposite side of road or to the next block. No other lights or parking spaces may be impacted at any one time during construction.

The Contractor may propose to adjust the limits or sequencing of construction in order to complete the work more efficiently. Changes to the recommended construction sequence must be approved in writing by the Engineer prior to construction and must assure all required coordination with other projects and time lines.

Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel and equipment, and work throughout all authorized hours in order to complete the project by the final completion date. Costs for the Contractor to organize, coordinate, and schedule all of the work of the project, will not be paid for separately, but shall be included in the bid price of the Contract Item “General Conditions.”

Liquidated damages will be charged for delays within each phase, in the amount of \$500 per calendar day. This includes delays to pedestrian access.

The approved low bidder(s) for the work covered by this proposal will be required to meet with the Engineer to work out a detailed Progress Schedule. The schedule for this meeting will be set within two weeks after the approved low bidder is determined. The low bidder will also submit for review and approval a sequence of operation/staging plan to complete the work by the specified completion date.

The named subcontractor(s) for Specialty and/or Designed Items (if such items are designated in the proposal) which materially affect the work schedule shall also be present at the scheduled meeting, and they will be required to sign the Progress Schedule to indicate their approval of the scheduled dates of work set forth in the Progress Schedule.

**DETAILED SPECIFICATION
FOR
ITEM #101 - GENERAL CONDITIONS, MAX \$50,000**

DESCRIPTION

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

- Scheduling and organization of all work, subcontractors, suppliers, testing, inspection, surveying, and staking
- Coordination of, and cooperation with, other contractors, agencies, departments, and utilities
- Protection and maintenance of surfaces, site features, trees, utilities and as noted on plans and as directed by the Engineer
- Placing, maintaining, and removing all soil erosion and sedimentation controls
- Maintaining drainage
- Maintaining drives, drive openings, sidewalks, bikepaths, mail deliveries, and solid waste/recycle pick-ups
- Storing all materials and equipment off lawn areas
- Temporary relocation and final replacement/re-setting of mailboxes
- Temporary removal, salvaging, protecting, and final replacement/re-setting signs and posts
- Site clean-up
- Coordination efforts to furnish and operate various-size vehicles/equipment as directed by the Engineer
- Furnishing and operating vacuum-type street cleaning equipment
- Furnishing and operating vacuum-type utility structure cleaning equipment
- Furnishing and operating both vibratory plate and pneumatic-type (“pogo-stick”) compactors
- Furnishing and operating a backhoe during all work activities
- Furnishing and operating a jackhammer and air compressor during all work activities
- Noise and dust control
- Mobilization(s) and demobilization(s)
- Furnishing submittals and certifications for materials and supplies
- Disposing of excavated materials and debris
- All miscellaneous and incidental items such as overhead, insurance, and permits.

MEASUREMENT AND PAYMENT

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

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
General Conditions, Max \$30,000	Lump Sum

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

**DETAILED SPECIFICATION
FOR
ITEM #102 – AUDIO VISUAL TAPE COVERAGE**

DESCRIPTION

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

The audio-visual filming shall be:

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

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

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

PRODUCTION

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

1. DVD Format, No Editing - The filming shall be done in color using equipment that allows audio and visual information to be recorded. Splicing or editing of the tape shall not be allowed and the speed and electronics of the videotaping equipment and DVD shall be equal to that which is standard to the videotaping industry.
2. Perspective/Speed/Pan/ Zoom - To ensure proper perspective, the distance from the ground to the camera lens shall not be less than 10 feet and the filming must proceed in the general direction of travel at a speed not to exceed 48 feet per minute. Pan and zoom rates shall be controlled sufficiently so that playback will ensure quality of the object viewed.

Display - The recording equipment shall have transparent time, date stamp and digital annotation capabilities. The final copies of the tape shall continuously and simultaneously display the time (hours:minutes:seconds) and the date (month/date/year) in the upper left-hand corner of the frame. Accurate project stationing, where applicable, shall be included in the lower half of the frame in standard format (i.e. 1+00). Below the stationing periodic information is to be shown, including project name, name of area shown, street address, direction of travel, viewing direction, etc. If in the event, the stationing has not been established on-site, refer to the plans and

approximate the proposed stationing. Audio Commentary/Visual Features. Locations relative to project limits and landmarks must be identified by both audio and video means at intervals no longer than 100 feet along the filming route.

3. Additional audio commentary shall be provided as necessary during filming to describe streets, buildings, landmarks, and other details, which will enhance the record of existing conditions.
4. Visibility/Ground Cover - The filming shall be performed during a time of good visibility. Filming shall not be performed during periods of precipitation or when snow, leaves, or other natural debris obstruct the area being filmed. The Contractor shall notify the Engineer in writing in the event that the weather or snow cover is anticipated to cause a delay in filming.

COVERAGE

The audio-visual film coverage shall include the following:

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

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

AUDIOVISUAL FILMING SERVICES

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

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

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Audiovisual Tape Coverage	Lump Sum

Audiovisual Tape Coverage shall include all labor, equipment, and materials required to perform the filming and to provide the finished videotape the Engineer. The unit price includes filming the entire project limits, for each and every street, as described above.

**DETAILED SPECIFICATION
FOR
ITEM #120 - PROJECT SUPERVISION, MAX \$10,000**

DESCRIPTION

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.

The Project Supervisor shall not be an active crew member of the Contractor, shall not be an active member or employee of any subcontractor's work force, and shall not perform general or specialized labor tasks.

The Project Supervisor shall work exclusively on this project, and shall put forth his/her full effort into the organization and coordination of the work of this project.

Prior to the pre-construction meeting, the Contractor shall designate a proposed Project Supervisor by name, and shall furnish the City with a current, thorough, detailed summary of the proposed Project Supervisor's work history, outlining all previous supervisory experience on projects of a similar size and nature. The detailed work history shall include personal and professional references (names and phone numbers) of persons (previous owners or agents) who can attest to the qualifications and work history of the proposed Project Supervisor. Proposed candidates for Project Supervisor shall have a demonstrated ability to work harmoniously with the City, DDA, the public, subcontractors, and all other parties typically involved with work of this nature. The Supervising Professional will have the authority to reject a proposed Project Supervisor whom he/she considers unqualified.

The Project Supervisor shall be available 24 hours-per-day to provide proper supervision, coordination and scheduling of the project for the duration of the Contract. The Contractor shall furnish the City with telephone numbers of the Project Supervisor in order to provide 24 hour-per-day access during business and non-business hours, including weekends and holidays.

The Project Supervisor shall be equipped by the Contractor with a mobile telephone to provide the City with 24 hour-per-day access to him/her during daily construction activities, during transit to and from the construction site, and during all non-business hours including weekends and holidays.

The Project Supervisor shall be equipped with assistants as necessary to provide project supervision as specified herein, and in accordance with the Contract.

DUTIES AND RESPONSIBILITIES

The Project Supervisor work harmoniously with the City, DDA, the public, subcontractors, and all other parties typically involved with work of this nature.

The Project Supervisor shall have a thorough, detailed understanding and working knowledge of all construction practices and methods specified elsewhere herein, as well as the handling, placement, testing and inspection of aggregates, aggregate products, landscape materials, electrical equipment, pre-cast unit pavers, concrete, and Portland cement concrete materials.

The Project Supervisor shall be responsible for all of the work of all of the Contractor's, subcontractors' and suppliers' work forces.

The Project Supervisor shall be responsible for proper and adequate maintenance (emissions, safety, and general operation) of all of the Contractor's, subcontractors' and suppliers' equipment and vehicles.

The Project Supervisor shall be responsible for the legal, proper and safe parking/storage of all of the Contractor's, subcontractors' and suppliers' equipment, work vehicles, and employee's vehicles.

The Project Supervisor shall schedule and coordinate the work of all parties involved in the project, including utility companies, testing agencies, governmental agencies, all City departments (such as Utilities and Transportation), the DDA, and / or City inspectors.

The Project Supervisor shall coordinate and schedule the work of any independent survey crews that may be retained by the City to witness and reset existing and new geographic/benchmark monuments. Failure to have existing monuments witnessed and reset may result in delays to the Contractor's work. Costs for such delays will be the Contractor's sole responsibility.

The Project Supervisor shall coordinate and schedule both testing inspectors and City and DDA inspectors in a timely manner, to assure proper and timely testing and inspection of the work.

The Project Supervisor shall review the Inspector's Daily Reports (IDRs) for accuracy, and shall sign all IDRs on a daily basis as the representative of the Contractor. Items to be reviewed include descriptions, locations and measurements of quantities of work performed, workforce, equipment, and weather. The Project Supervisor shall also be responsible for its subcontractors' review and initialing of IDRs containing work items performed by each respective subcontractors.

The Project Supervisor shall submit to the Engineer, an updated, detailed schedule of the proposed work on a weekly basis, and an update of all proposed changes on a daily basis, all in accordance with the Detailed Specification for Project Schedule contained elsewhere herein.

The Project Supervisor shall schedule and chair a weekly progress meeting with the Engineer and all subcontractors 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.

ADDITIONAL PERFORMANCE REQUIREMENTS

If, in the sole opinion of the Supervising Professional, the Project Supervisor is not adequately performing the duties as outlined in this Detailed Specification, the following system of notices will be given to the contractor with the associated penalties:

First Notice – A warning will be issued in writing to the contractor detailing the deficiencies in the Project Supervision. The contractor must respond within 7 calendar days in writing with a plan to correct the stated deficiencies. Failure to respond within 7 calendar days will result in the issuing of a second notice.

Second Notice – A second warning will be issued in writing to the contractor further detailing the deficiencies in the Project Supervision. The contractor must respond within 7 calendar days in writing with a plan to correct the stated deficiencies. Failure to respond within

7 calendar days will result in the issuing of a third notice. A deduction of 10% will be made from the original Project Supervision contract amount. At this time, the City reserves the right to meet with personnel with the necessary authority within the Contractor's organization to discuss the deficiencies in the Project Supervision.

Third Notice - An addition deduction of 25% will be made from the original Project Supervision contract amount, and the Project Supervisor shall be removed from the project, and replaced immediately with another individual to be approved by the Supervising Professional.

Should, in the sole opinion of the Supervising Professional, the Project Supervisor fail to perform his/her duties and responsibilities as described herein to such a degree that the successful completion of the project is put in jeopardy, the above system of notices may be foregone, and the Contractor shall immediately replace the Project Supervisor upon receipt of written notice. Failure to provide adequate project supervision, as determined by the Engineer, shall be considered basis for the Supervising Professional to suspend work without extension of contract time or additional compensation.

MEASUREMENT AND PAYMENT

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

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

PAY ITEM

PAY UNIT

Project Supervision, Max \$10,000

Lump Sum

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

**DETAILED SPECIFICATION
FOR
ITEM #230 – LIGHT POLE AND FOUNDATION REMOVAL**

DESCRIPTION

This item shall include all work described and required by the Plans and Specifications for removal of the light pole, fixtures, attachments, wiring, foundation, conduit, and all related items of work as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with Section 819 of the 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer.

CONSTRUCTION

Contractor shall provide all labor, material and equipment necessary for to excavate around the pole to reveal the existing conduits. Excavate and remove the conductors to the extent necessary to cut the conduits. Remove luminaire and turn same over to the City of Ann Arbor. Dispose of the, pole, banner arms, receptacle, and foundation. Protect the existing open conduits and conductors. Protect the open hole during construction.

MEASUREMENT AND PAYMENT

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

PAY ITEM

PAY UNIT

Light Pole and Foundation Removal

Each

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

**DETAILED SPECIFICATION FOR:
ITEM #231 - REMOVE CONCRETE SIDEWALK AND DRIVE - ANY THICKNESS**

DESCRIPTION

This work shall consist of removing concrete sidewalk (concrete, pavers, and brick), sidewalk ramps, drive openings, and drives, and constructing earth grades by excavating, cutting, filling, trimming, and grading as shown on the Plans, as detailed in the specifications and as directed by the Engineer, in accordance with Section 204 and 205 of the 2012 MDOT Standard Specifications for Construction, except as specified herein, and as directed by the Engineer.

CONSTRUCTION METHOD

The Contractor shall remove concrete pavement, trench drain and related materials, sidewalk (concrete, pavers, and brick), sidewalk ramps, drive openings, and drives, all regardless of the type and thickness, and all as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer.

Prior to the start of removals, the Engineer and Contractor together shall field measure all removals.

The Contractor shall perform full-depth saw cutting at removal limits, including those necessary to provide for the partial removal of existing drive approaches, sidewalks, and curbs as shown on the Plans, as directed by the Engineer, and as marked for removal. The Contractor shall cut steel reinforcement bars as directed by the Engineer at all areas of removal.

The Contractor shall remove, salvage, and protect all pavers and bricks for reuse in the project. All pavers and bricks not used, shall be delivered to any location within the City limits, and neatly stack/stockpile all bricks/pavers, if present, as directed by the Engineer.

The Contractor shall construct earth grades as required to develop the typical and/or detailed cross-section(s) as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer. This shall include, but not be limited to, the excavation of concrete and HMA pavement, soil, rocks of any size, stumps, brush, logs, and pavers/bricks; drains, conduits and related piping, the removal and proper disposal off-site of surplus excavated material; the scarifying, plowing, disking, moving and shaping of earth; the trimming, grading, compaction and proof-rolling of the prepared subgrade; the importing, furnishing, placement and compaction of embankment and/or fill materials; utility trenches, trench backfill and materials, the full depth saw-cutting of pavement at the removal limits; the grading of sideslopes; general restoration in accordance with the detailed Specifications elsewhere herein and the general items of the work as specified herein.

The Contractor shall import, furnish, fill, place, grade, and compact granular material as needed to: construct new concrete items; to repair or replace existing concrete items; to relocate existing concrete items to their new specified/directed elevations/locations, including all necessary grading at elevation changes of sidewalks and ramps; and at locations where existing concrete items are to be removed and turf is to be established in its place to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Engineer.

The Contractor shall remove other surface features, including signs, and bicycle parking hoops located within the grading limits and not otherwise identified, as directed by the Engineer. Signs shall be salvaged and provided to City as directed by the Engineer.

The Contractor shall move excavated and/or imported materials longitudinally and/or transversely where necessary, and as directed by Engineer.

The Contractor shall keep the work well graded and drained at all times.

The Contractor shall take any and all steps necessary to avoid interruption in the mail delivery, and solid waste, recycling, and compostable pick-up within the project limits. This shall include the temporary relocation of mailboxes, where required by the Engineer, as well as moving of all solid waste/recycling/compost containers to the nearest cross street.

The Contractor shall coordinate with the City Forester prior to the removal of any tree roots.

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

The Contractor shall re-shape, re-grade, and re-compact the existing base materials to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Engineer. The Contractor shall use rubber tired backhoes, vibratory compactors, and/or other equipment as necessary, and as directed by the Engineer. The use of each specific piece of equipment is subject to the approval of the Engineer.

Where existing concrete is to be replaced on a street with a concrete (or brick) base, the Engineer may direct the Contractor to remove a 1-to-2-foot wide, full-depth section of pavement and pavement base from immediately in front of the curb & gutter. As part of this pavement/base removal, the Contractor shall perform additional (double) full-depth saw-cutting along the entire removal limits, and shall take sufficient care so as not to damage and/or disturb any adjacent pavement, pavement base, and/or any other site feature, all as directed by the Engineer. The removals shall be to a sufficient width and depth to allow for the placement and removal of the curb & gutter formwork. After the removal of the formwork, the Contractor shall replace the concrete base to its original thickness and elevation(s).

Excavated/removal areas shall be adequately protected with barricades or fencing at all times.

The plans may indicate, or the Engineer may require, the cutting of existing curb in certain locations to create a notch in the curb to facilitate storm drain overflow from landscape beds. Such cutting will be performed in a precise and workman like manner.

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

Subbase or subgrade removed without authorization by the Engineer shall be replaced and compacted by the Contractor at the Contractor's expense, with materials specified by the Engineer.

MEASUREMENT AND PAYMENT

Sidewalk ramp and trench drain and related removals shall be measured and paid for as “Remove Concrete Sidewalk and Driveways - Any Thickness”.

Payment for saw cutting to create or modify Type M openings, and to allow for the partial removal of existing drives shall be included in the price of the item of work, “Remove Concrete Sidewalk & Driveways - Any Thickness”, and will not be paid for separately.

All sawcutting required for removals shall be included in the appropriate item of work, and will not be paid for separately.

Restoration work, including fill materials, backfilling, compacting, HMA patching adjacent to concrete items, will not be paid for separately, but shall be included in the appropriate associated items of work.

Concrete removal items shall be field measured and paid for at the Contract Unit Prices for their respective Contract (Pay) Item as follows:

PAY ITEM

PAY UNIT

Remove Concrete Sidewalk & Driveways - Any Thickness

Square Foot

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

**DETAILED SPECIFICATION
FOR
ITEM #232 – ADJUST**

DESCRIPTION

This item shall include all work described and required by the Plans and Specifications for the modifications of handhole to serve the revised lighting design. Revisions and all related items of work as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with sections 819 and 918 of 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer.

CONSTRUCTION

Contractor shall provide all labor, material and equipment necessary to excavate around the light pole and/or handhole (if existing), to reveal the existing conduits. Excavate and extend conduits and wiring entering and leaving handhole as necessary to re-direct and re-serve lighting indicated on plans. Adjust and level handhole and covers as necessary. Backfill with suitable material per plans, specifications, and as directed by the Engineer. Dispose of the all conduits, fittings, handholes that are not required. Protect the existing open conduits and conductors. Adjust all utilities, cleanouts, piping, and adjacent appurtenances that are affected by the modifications necessary for the installation of the pole foundations, luminaires, or associated conduits.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Adjust	Each

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

**DETAILED SPECIFICATION
FOR
ITEM #234 – NEW HANDHOLE**

DESCRIPTION

This item shall include all materials, labor, and equipment for the installation of new handholes to serve the lighting. Revisions and all related items of work as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with sections 819 and 918 of 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer. Reference the City of Ann Arbor Specifications, DIVISION VI, STREETLIGHT INSTALLATION AND CONSTRUCTION.

MATERIALS

12 inch x 18 inch handhole assemblies shall consist of "Quazite Composolite" box. The box shall be #PG1118BA12. The cover shall be, #PG1118HA41, a locking heavy-duty bolt-down type with a logo that reads "Street Lighting." The total depth of the handhole shall be 12 inches.

CONSTRUCTION

Contractor shall provide all labor, material and equipment necessary to excavate around the new handhole, to terminate conduits and wiring entering and leaving handhole as necessary, level handhole as necessary. Dispose of the materials not required. Protect the open hole during construction. Place foundation material consisting of 4 inches of MDOT Class II sand compacted to 95% of its maximum unit weight. Backfill with suitable excavated material. Set the handhole or stacked units to the proper depth and elevation. Connect handholes to new and existing conduits, whether shown on the plans or not. All conduits shall be connected to the handholes in accordance with the latest revision of Article 346 of the National Electrical Code (NEC). Backfill around the perimeter of the handhole with MDOT Class II material compacted to 95% of its maximum unit weight.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
New Handhole	Each

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

The pay item shall also include the excavation and disposal of materials, furnishing, installing and compacting MDOT Class II sand, and all work related to connecting handholes to new and existing conduits, whether shown on the plans or not, and as directed by the Engineer.

**DETAILED SPECIFICATION
FOR
CONCRETE DURABILITY**

DESCRIPTION

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

MATERIALS

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

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

* Fine and coarse aggregates shall consist of natural aggregates as defined in the 2012 MDOT Standard Specifications Section 902.02.A.1.

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

Alkali-Silica Reactivity

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

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

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

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

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

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

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

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

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

Method 2. Use low alkali cement and maintain the total alkali content from the cementitious at no more than 3.0 lbs/cyd (Na_2Oeq). The total alkali contribution is calculated by the quantity contained in the Portland cement only.

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

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

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

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

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

Air Entrainment

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

Paver placement: During production, the plastic concrete material shall be tested for acceptance at a point ahead of the paver. The air content of the concrete mixture that the Contractor shall provide shall be known as the Acceptance Air Content (AAC). The Contractor shall also provide additional entrained air in the concrete mixture to account for the air loss which occurs in the concrete mixture experienced during transportation, consolidation and placement of the concrete. The "air loss" shall be added to the air content of the concrete mixture as established on the approved concrete mix design. The AAC for the project will be 6.0% plus an amount equal to the air loss.

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

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

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

CONSTRUCTION METHODS

Aggregate Control

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

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

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

Mixing

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

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

Ribbon mixers: After all solid materials are assembled in the mixer; the mixing time shall be a minimum of 30 seconds and a maximum of 2.5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall be indicated by an accurate timing device which is automatically started when the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of 10 seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.

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

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

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

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

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

Curing

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

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

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

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

COMPLIANCE WITH STANDARDS

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

Acceptance sampling and testing will be performed using the sampling method and testing option selected by the Engineer. Acceptance testing will be performed at the frequency specified by the Engineer. Quality control measures to insure job control are the responsibility of the Contractor. The Engineer's testing and/or test results will not relieve the Contractor from his/her responsibilities to produce, deliver, and place concrete that meets all project requirements. The Engineer's test results are for acceptance purposes only.

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

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

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

MEASUREMENT AND PAYMENT

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

**DETAILED SPECIFICATION
FOR
ITEM #235 - 4 -INCH CONCRETE SIDEWALK, RAMP, OR DRIVE**

DESCRIPTION

This work shall consist of constructing concrete items including sidewalks, drive approaches, granular and aggregate base, steel reinforcement, mechanical anchors and hook bolts, all of any type and/or dimensions, all of either regular, fibermesh reinforced, and/or high-early concrete, in accordance with Sections 601, 602, 603, 801, 802, and 803 of the 2012 MDOT Standard Specifications for Construction, except as specified herein, as shown on the Plans, as shown in this Detailed Specification, and as directed by the Engineer.

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

MATERIALS

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

<u>Concrete Item</u>	<u>Concrete Mixture</u>	<u>MDOT Section</u>
4" or 6" Sidewalk, Ramp, Or Drive	P1, 6-sack	601

The granular materials used for this work shall be MDOT Class II granular material meeting the requirements of the City Standard Specifications.

The aggregate materials used for this work shall be MDOT 21AA granular material meeting the requirements of the City Standard Specifications.

CONSTRUCTION METHODS

General

Concrete items, including sidewalk, drives, and structure adjustments shall be completed prior to the placement of bituminous asphalt pavement and precast unit pavers.

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

The subbase shall be trimmed to final elevation before placing curb.

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

At locations where the subgrade, subbase or base becomes either disturbed, saturated or otherwise damaged, and where directed by the Engineer, the Contractor shall remove a minimum 6-inch thick layer of the subgrade, subbase or base, and replace it with approved MDOT 21AA, Modified Aggregate material, compacted in place.

The Contractor shall coordinate with the City Forester prior to the removal of any tree roots.

The Contractor is responsible for any damage to concrete items, including but not limited to vandalism; vehicular, pedestrian and/or miscellaneous structural damage; surface texture damage; and rain damage.

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

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

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

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

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

Restoration

The Contractor shall restore all disturbed areas to better than or equal to their original condition within two calendar days from the date of concrete placement. Restoration of turf areas will be paid for as part of "Slope Restoration". **Restoration shall also include the replacement of any brickwork, decorative stone, or other adjacent materials.** All restoration work and materials shall be in accordance with the City Standard Specifications.

Reinforcement

All steel reinforcement, mechanical anchors and hook bolts, all of any type and/or dimensions shall be provided and installed per the Engineer and plans. All costs associated with reinforcement, anchors, and hook bolts is considered incidental to the concrete work.

Sidewalk pavements shall utilize fiber mesh reinforcing, made of 100 percent virgin homopolymer polypropylene graded multifilament fiber. Blend with concrete mix at the rate specified by the manufacturer for the depth of pavements and concrete mix specified.

Contraction Joints in Sidewalk

Contraction joints shall be as located and detailed on the plans. The method of forming joints and spacing shall be approved by the Engineer prior to construction. Joints shall be evenly spaced, forming the pattern indicated on plans, and shall be perpendicular to the building face or curb line unless otherwise directed by the engineer.

Expansion Joints in Sidewalks

3/4-inch wide expansion joints shall be placed through concrete sidewalks in line with the extension of all property lines or at the longitudinal ends of each block as directed by Engineer; at all expansion joints in the abutting curb, gutter, and combination curb and gutter, and as directed by the Engineer. Transverse expansion joints shall be placed through the sidewalks at uniform intervals of not more than 300- feet, or at a minimum, the center of each block.

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

MEASUREMENT AND PAYMENT

The work of furnishing and installing mechanical anchors and hook bolts will be considered incidental to the work item.

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

No additional compensation will be paid for the removal of the subgrade, subbase or base, and replacement with approved aggregate material, compacted in place.

All miscellaneous hand work is considered included in the pay items of work and shall not be paid for separately.

Restoration work, including backfilling, compacting, HMA patching adjacent to concrete items, topsoiling and seeding will not be paid for separately, but shall be included in the appropriate associated items of work.

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

PAY ITEMS

4-Inch Concrete Sidewalk, Ramp, or Drive

PAY UNIT

Square Foot

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

**DETAILED SPECIFICATION
FOR
ITEM # 239 – SIDEWALK UNIT PAVERS**

DESCRIPTION AND MATERIALS

This work includes reinstalling salvaged bricks and pre-cast concrete pavers laid with hand-tight joints over a sand setting bed, to be placed on a separately paid for concrete slab. All work must be conducted in accordance with the plans and specifications, the 2012 MDOT Standard Specification for Construction, and the City Standard Specifications.

RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, City Standard Specification, and MDOT 2012 Standard Specifications for Construction (as well as applicable Special Provisions as referenced herein) apply to this Section

QUALITY CONTROL/QUALITY ASSURANCE

- A. Employ one installing entity to be responsible for the finished pavement surface, including installation of the paver containment, setting bed, joint filler and setting of unit pavers, who has, in the past three years, installed at least three projects of this size or larger.
- B. Job Mock-Up
 1. Install a preliminary mock-up, 5 square feet minimum, prior to placement of concrete sidewalk to determine if minor adjustments to the width of the paver band may be prudent to avoid excessive cutting of pavers during installation. Such modifications to dimensions are to be approved by the Engineer.
 2. Construct a second mock-up sample, 5 square feet minimum, of the paving system indicating the pattern and joints required in actual construction. Make all mock-up samples as required until accepted by the Owner. Consider the selected mock-up a minimum standard of workmanship when accepted, to be matched or bettered throughout the Project. The mock-up may be constructed as part of the Project and, if approved, will be accepted as part of the Work. However, should the Mock-up fail to meet the Owner's approval, remove and reconstruct it until approved.
 3. Protect the Work completed under this section, adjacent work and materials against damage during progress of the Work until complete.

DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in a timely manner so as not to delay progress of the Work.
- B. Deliver materials to the job site in their original unopened containers bearing labels clearly identifying the manufacturer's name.
- C. Suitably store materials, if necessary, in a location agreeable to the Owner and Contractor.
- D. Store the materials under cover, clear of the ground, and protected from the weather and damage during storage.

MATERIALS

- A. Source Limitations: Obtain each type of unit paver, joint material, and setting material from single source with resources to provide materials and products of consistent quality in appearance and physical properties.
- B. Sand Setting Bed. Sand shall be well graded, washed sharp sand conforming to astm c33, and meeting the following sieve analysis gradations:

<u>SIEVE</u>	<u>PERCENT PASSING</u>
3/8 inch	100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	20-30
No. 200	0-5

Use of masonry sand will not be permitted.

- C. Jointing Sand. Clean, fine, sharp sand, in compliance with ASTM C144 (gradation for 1/8 inch joints). The jointing sand shall be free of organics and soluble salts or other contaminants likely to cause efflorescence. The jointing sand shall be in compliance with the following grading limits:

<u>SIEVE</u>	<u>PERCENT PASSING</u>
No. 8	95-100
No. 16	70-100
No. 30	40-75
No. 50	10-35

- D. Salvaged Precast Unit Pavers/Bricks: Contractor to protect pavers and bricks from damage. Pavers/bricks to be reused shall be approved by the Engineer. If the Contractor damages pavers/bricks, then the Contractor shall be responsible for all costs to replace materials with Engineer approved replacements. At the approval of the Engineer, the Contractor may investigate replacement pavers/bricks from City stockpiles.

CONSTRUCTION METHODS

- A. Sand Setting Bed
 - 1. The sand shall be of uniform moisture content when screeded and shall be protected against rain when stockpiled on site prior to screeding. For installation, the moisture content shall be in the range of 4 to 8 percent.
 - 2. Spreading: The bedding sand shall be spread loose in a uniform layer to give a depth after compaction of the paving units of a maximum 3/4 inch thickness and as required to achieve designed grades.

B. Screeding of Paver Setting Bed:

1. The spread sand shall be carefully maintained in a loose condition and protected against pre-compaction by traffic or rain both prior to and following screeding. Sand shall be lightly screeded in a loose condition to predetermined depth. Under no circumstances shall the sand be screeded in advance of the laying face to an extent to which paving will not be completed on that day. Any screeded sand which is pre-compacted prior to laying of paving unit shall be brought back to profile in a loose condition. Neither pedestrian nor vehicular traffic shall be permitted on the screeded sand.
2. The Contractor shall screed the bedding sand using either an approved mechanical spreader or by the use of screed guides and boards.

C. Placing Bricks/Pavers

1. Pavers chips, cracks, voids, discolorations or other defects shall not be installed.
2. Pattern: The pavers shall be laid in the pattern as shown on drawings
3. Color Blending: Paving units shall be installed from a minimum of three bundles simultaneously drawing the paver vertically rather than horizontally.
4. Joints: Joint spacing shall be consistent and of approximately 1/8 inch unless noted otherwise. This spacing must also be provided for the first row abutting the edge restraint and/or concrete sidewalk.
5. Alignment: String lines or chalk lines on bedding sand should be used to hold all pattern lines true.

D. Cutting of Bricks/Pavers

1. Contractor shall make all efforts to use full bricks or curb sections to the maximum extent possible. Where cutting of brick or curb is required to achieve the desired pattern, brick and curb shall be cut to leave a clean edge to the traffic surface using a mechanical hydraulic, or guillotine cutter or masonry saw.
2. Discontinuities in patterns will not be permitted. Lay out pavers and curbs in all areas so as to eliminate slivers at edges.
3. Carefully place the pavers by hand in straight courses with hand-tight joints and uniform top surface. Maintain good alignment and provide the pattern indicated.
4. Utilize radius section curb segments as supplied by manufacturer that most closely match the existing road curb radii. Where the manufacturer does not provide radius sections to match the existing road curb radii, contractor may cut curb segments in half or thirds (as directed by Engineer) to more closely follow the existing curb line.
5. Protect newly laid pavers at all times by panels of plywood, on which the installer stands, which can be advanced as work progresses. However, keep the plywood protection in areas which will be subjected to continued movement of materials and equipment. Take these precautions to avoid depressions and protect paver alignment.

6. If additional leveling of the pavers is required, and before sweeping in joint filler, roll with a power roller after sufficient heat has built up in the surface from several days of hot weather.
7. Inspection of Installed Pavers: After sweeping and prior to compaction, the paved area shall be inspected by the Owner and the Engineer to ensure satisfactory color blending. Areas deemed poorly blended shall be removed and re-installed in order to achieve satisfactory color distribution.

E. Compaction of Pavers

1. After inspection of the pavers, they shall be compacted to achieve consolidation of the sand bedding and brought to design levels and profiles by not less than three passes of a suitable plate compactor.
2. Compaction shall be accomplished by the use of a plate compactor capable of a minimum of 5,000 pound compaction force.
3. Initial compaction should proceed as closely as possible following installation of the paving units and prior to acceptance of any traffic or application of jointing sand.
4. Care shall be taken not to damage pavers or surface finish during compaction.

F. Joint Treatment for Pavers

1. Jointing sand shall be spread over the pavement after initial compaction has been completed. The jointing sand shall be spread as soon as is practical after initial compaction and prior to the termination of work on that day. The Contractor shall not use wet sand.
2. The jointing sand shall be broomed to fill the joints. Excess sand shall then be removed from the pavement surface and the pavers shall be compacted again to settle the jointing sand.
3. Repeat this operation a minimum of two times.

G. Final Compaction for Pavers

1. After jointing sand has been installed and the pavement surface swept clean, final compaction shall be accomplished by not less than two passes of the plate compactor.
2. Final compaction should proceed as closely as possible following installation of jointing sand and prior to the acceptance of any traffic.

H. Proof Rolling

1. Proof roll the completed installation with pneumatic tire equipment which replicates anticipated service traffic. Subject each individual paver to at least one passage of load.
2. Equipment and procedures are subject to approval by the Owner and Engineer and proof rolling will be observed and recorded by the Engineer.
3. Remove and replace units cracked or otherwise damaged by proof rolling, including inspection and repair of setting bed.

I. Allowable Tolerance

1. Finished surface of pavement and curb: smooth, even, and true to the lines, grades and cross section indicated. Maximum deviation when tested with a 10- foot straight-edge parallel to the centerline of the surfaced area: 1/4 inch in 10 feet.
2. Maximum offset from flush from paver/curb surface to paver/curb surface or from paver surface to a fixed flush edge: 1/16 inch.
3. Slope finished walk for drainage without any ponded water on the finished surface.

J. Repair, Cleaning and Protection.

1. Clean paver and curb surface of all debris, dirt, and sand.
2. Remove and replace pavers which are chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in the same manner as original units, with same joint treatment to eliminate evidence of replacement.
3. Provide final protection of paver and curb areas in a manner acceptable to the installer, which ensures paver work being without damage or deterioration at the time of substantial completion.
4. Warranty. Finished area shall be free of bumps or depressions, evenly graded to levels shown, and shall be guaranteed against defects of materials and workmanship for a period of two years after substantial completion.

Measurement and Payment. This work will be measured and paid using the following contract item (pay item):

Pay Item

Sidewalk Unit Pavers

Pay Unit

Square Foot

Sidewalk Unit Pavers will be measured and paid by the area of unit paver pavement in place. The work includes the sand setting bed, jointing sand, and all incidental measures required to complete the work. The concrete base slab will be paid for separately as 4 -inch concrete sidewalk, ramp, or drive.

**DETAILED SPECIFICATION
FOR
ITEM #240 – POLE FOUNDATION**

DESCRIPTION

This item shall include all work described and required by the Plans and Specifications for construction the light pole foundation, grounding, anchor bolts, steel reinforcement, conduit, excavation, backfill, and all related items of work as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with Section 819 of the 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer.

MATERIALS

All materials shall comply with Section 819 of the 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer.

CONSTRUCTION

Contractor shall provide all labor, equipment and materials to bore, remove and dispose of spoils, and install a complete pole foundation, including grounding, anchor bolts, leveling and plumbing of the sonnet tube. Provide 4000 PSI concrete foundations. Protect foundations. Grout and backfill along the foundations with suitable excavated material. Dispose of the materials not required. Protect the open hole during construction. All costs associated with shifting of the pole locations to accommodate adjacent finished surface elements and joint lines as indicated on the plans shall be included in the unit price cost.

All costs associated with the grouting, backfilling, and compaction along the foundations with suitable excavated material following foundation installation shall be included in the unit price cost.

MEASUREMENT AND PAYMENT

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

PAY ITEM

PAY UNIT

Pole Foundation

Each

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

**DETAILED SPECIFICATION
FOR
ITEM #241 – TYPE “OA” POLE INSTALLATION**

DESCRIPTION

This item shall include all work described and required by the Plans and Specifications for the installation of a new light fixture pole and associated electrical. Revisions and all related items of work as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with sections 819 and 918 of 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer. Reference the City of Ann Arbor Specifications, Division VI, Streetlight Installation and Construction.

CONSTRUCTION

Contractor shall provide all labor, material and equipment necessary to provide all branch circuit wiring and conduit revisions for the new pole and luminaire. Provide and install the pole, pole handhole, weatherproof receptacle, banner arms, ground and ground rod. Locate ground rod in the grade box (handhole). Orientate receptacles and pole handhole away from roadway. Banner arms are to be perpendicular to roadway. Make all electrical connections to the conductors and ground for the receptacle. Install and provide fusing in pole and make all wiring connections as necessary.

Luminaires are single LED globes that are Owner Furnished Contractor Installed.

MEASUREMENT AND PAYMENT

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

PAY ITEM

Type “OA” Pole Installation

PAY UNIT

Each

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

**DETAILED SPECIFICATION
FOR
ITEM #242 – TYPE “OB” POLE INSTALLATION**

DESCRIPTION

This item shall include all work described and required by the Plans and Specifications for the installation of a new twin light fixture pole and associated electrical. Revisions and all related items of work as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with sections 819 and 918 of 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer. Reference the City of Ann Arbor Specifications, DIVISION VI, STREETLIGHT INSTALLATION AND CONSTRUCTION.

CONSTRUCTION

Contractor shall provide all labor, material and equipment necessary to provide all branch circuit wiring and conduit revisions for the new pole and twin luminaires. Provide and install the pole, pole handhole, weatherproof receptacle, ground and ground rod. Locate ground rod in the grade box (handhole). Orientate receptacles and pole handhole away from roadway. Twin luminaires shall be oriented parallel to the road. Make all electrical connections to the conductors and ground for the receptacle. Install and provide fusing in pole and make all wiring connections as necessary.

Luminaires are twin LED globes that are Owner Furnished Contractor Installed.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Type “OB” Pole Installation	Each

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

**DETAILED SPECIFICATION
FOR
ITEM #243 – TYPE “OC” POLE INSTALLATION**

DESCRIPTION

This item shall include all work described and required by the Plans and Specifications for the installation of a new twin light fixture pole and associated electrical. Revisions and all related items of work as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with sections 819 and 918 of 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer. Reference the City of Ann Arbor Specifications, DIVISION VI, STREETLIGHT INSTALLATION AND CONSTRUCTION.

CONSTRUCTION

Contractor shall provide all labor, material and equipment necessary to provide all branch circuit wiring and conduit revisions for the new pole and twin luminaires. Provide and install the pole, pole handhole, weatherproof receptacle, ground and ground rod. Locate ground rod in the grade box (handhole). Orientate receptacles and pole handhole away from roadway. Twin luminaires shall be oriented parallel to the road. Make all electrical connections to the conductors and ground for the receptacle. Install and provide fusing in pole and make all wiring connections as necessary.

Luminaires are twin LED globes that are Owner Furnished Contractor Installed.

MEASUREMENT AND PAYMENT

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

PAY ITEM

PAY UNIT

Type "OC" Pole Installation

Each

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

**DETAILED SPECIFICATION
FOR**

ITEM #244 – TYPE “OD” POLE INSTALLATION

DESCRIPTION

This item shall include all work described and required by the Plans and Specifications for the installation of a new twin light fixture pole and associated electrical. Revisions and all related items of work as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with sections 819 and 918 of 2012 MDOT Standard Specifications for Construction, City of Ann Arbor Standard Specifications, except as specified herein, and as directed by the Engineer. Reference the City of Ann Arbor Specifications, DIVISION VI, STREETLIGHT INSTALLATION AND CONSTRUCTION.

CONSTRUCTION

Contractor shall provide all labor, material and equipment necessary to provide all branch circuit wiring and conduit revisions for the new pole and twin luminaires. Provide and install the pole, pole handhole, weatherproof receptacle, ground and ground rod. Locate ground rod in the grade box (handhole). Orientate receptacles and pole handhole away from roadway. Twin luminaires shall be oriented parallel to the road. Make all electrical connections to the conductors and ground for the receptacle. Install and provide fusing in pole and make all wiring connections as necessary.

Luminaires are twin LED globes that are Owner Furnished Contractor Installed.

MEASUREMENT AND PAYMENT

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

PAY ITEM

PAY UNIT

Type “OD” Pole Installation

Each

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

**DETAILED SPECIFICATION
FOR
ITEM #270 – NO PARKING SIGN
ITEM #271 – TEMPORARY TRAFFIC CONTROL**

DESCRIPTION

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

This work consists of furnishing, installing, maintaining, relocating, and removing a temporary pedestrian Type II barricade section as identified in the proposal or on the plans. Use temporary pedestrian Type II barricades to close non-motorized facilities including sidewalks, bicycle paths, pedestrian paths, and shared use paths that are not part of the roadway. One pedestrian Type II barricade is defined as a barricade section at least 43 inches wide, including all supports, ballast, and hardware.

This work consists of furnishing, installing, maintaining, relocating, and removing temporary pedestrian channelizers as identified in the proposal or on the plans. Use temporary pedestrian channelizers to guide pedestrians along a temporary non-motorized facility, and to create separation of pedestrians from construction areas near existing facilities. Replace damaged temporary pedestrian Type II channelizers as directed by the Engineer.

MATERIALS AND EQUIPMENT

General

Materials and equipment shall meet the requirements specified in the above-designated sections of the 2012 MDOT Standard Specifications.

The Contractor shall develop a maintenance of traffic plan and have it approved by the City prior to the start of construction.

The City expects the Contractor to work on one side of one block at one time, then complete work and restore lighting operations, then proceed to opposite side of road or to the next block. No other lights or parking spaces may be impacted at any one time during construction.

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

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

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

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

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

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

The contractor shall not close a travel lane during the project. On-street parking may be closed for short durations of the project. All parking space closures shall be coordinated with the City and Republic Parking prior to any closures.

The hours of work on all Local streets are 7:00 a.m. to 8:00 p.m., Monday through Saturday. No equipment will be allowed in the street before or after these hours. All major changes in traffic control shall be made either between 9:30 a.m. and 3:30 p.m. or between 7:00 p.m. and 6:30 a.m. in order to minimize interference with rush-hour traffic. All traffic controls must be in-place and ready for traffic each day by 6:30 a.m. and 3:30 p.m.

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

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

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

Temporary Pedestrian Type II Barricade

Provide a temporary pedestrian Type II barricade that meets the requirements of National Cooperative Highway Research Program Report 350 (NCHRP 350) or Manual for Assessing Safety Hardware (MASH), in addition to meeting the following requirements:

Provide barricade sections at least 43 inches wide, designed to interconnect to ensure a continuous Americans with Disabilities Act (ADA) compliant tactile barrier. Ensure the connection includes provisions to accommodate non-linear alignment as well as variations in elevation at the installation area.

Ensure the top surface of the barricade is designed to function as a hand-trailing edge, and has a height between 32 and 38 inches. Ensure the lower edge of the barricade is no more than 2 inches above the surface of the non-motorized facility. Ensure the top edge of the bottom rail of the barricade is a minimum of 8 inches above the surface of the non-motorized facility. The barricade may have a solid continuous face. Finally, all features on the front face of the barricade (the face in contact with pedestrians) must share a common vertical plane.

Equip both sides of the barricade with bands of alternating 6-inch wide orange and white vertical stripes of reflective sheeting. Two bands of sheeting 6 inches tall and a minimum of 36 inches long containing at least two orange and two white stripes each are required. One band placed near the top and one near the bottom if the barricade section has a solid face. If the barricade consists of two rails, affix one band of sheeting to each rail. Ensure the stripes of reflective sheeting are aligned vertically. Ensure this sheeting meets or exceeds the requirements of ASTM D 4956 Type IV sheeting.

Temporary Pedestrian Type II Channelizer

Provide a temporary pedestrian channelizer that is crashworthy according to the National Cooperative Highway Research Program Report 350 (NCHRP 350) or Manual for Assessing Safety Hardware (MASH), in addition to meeting the following requirements:

1. Ensure the channelizer is designed to interconnect to maintain continuous delineation along the entire installation. This includes provisions to accommodate non-linear alignment as well as variations in elevation.
2. Ensure the top surface of the channelizer is designed to function as a hand-trailing edge, and have a height between 32 and 38 inches. Ensure this top surface is designed to have a 2 inch horizontal gap between the top edge and the support (if so equipped), to allow for continuous hand-trailing without obstructions. Ensure the lower edge of the channelizer is no more than 2 inches above the surface of the non-motorized facility. Ensure the top edge of the bottom rail of the channelizer is a minimum of 8 inches above the surface of the non-motorized facility or the channelizer may have a solid continuous face. Finally, all features on the front face of the channelizers (the face in contact with pedestrians) must share a common vertical plane.
3. Equip both sides of the channelizer with bands of alternating 6-inch wide orange and white vertical stripes of reflective sheeting. Two bands of sheeting 6 inches tall and a minimum of 36 inches long containing at least two orange and two white stripes each are required. One band placed near the top and one near the bottom if the channelizer section has a solid face. If the channelizer consists of two rails, affix one band of sheeting to each rail. Ensure the stripes of reflective sheeting are aligned vertically. Ensure this sheeting meets or exceeds the requirements of ASTM D 4956 Type IV sheeting.

No-Parking Signs and Posts

Prior to the commencement of any construction activity, the Contractor shall place No-Parking signs as directed by the Engineer. The Contractor shall obtain a permit for “Temporary Permission of Reserve Parking Lane for Work Related Purposes” from the City Project Management Services Unit. This permit shall be obtained a minimum of 5 days prior to the posting of No-Parkingsigns.

The City will furnish No-Parking signs to the Contractor at no cost. The Contractor shall furnish the signposts and shall securely bolt the signs to the signposts as directed by the Engineer. The Contractor shall install the signposts at least 2-feet deep into the ground, and there shall be a minimum 6-foot and maximum 7-foot clearance maintained between the bottom of the sign and the ground. The signs shall be placed at 75-foot intervals (or as necessary) to eliminate parking in the construction area.

CONSTRUCTION

Construct the temporary pedestrian Type II barricade in accordance with the manufacturer's recommendations, Michigan Manual on Uniform Traffic Control Devices (MMUTCD), the plans, and the following requirements:

1. Install the barricade as shown on the plans and as directed by the Engineer. Interconnect all barricade sections using hinge components if necessary to ensure a continuous detectable edge for the entire installation. Ensure the barricade is ballasted according to the manufacturer's recommendations to ensure stability during wind events and contact with pedestrians.
2. When the barricade is installed near motor vehicle traffic, ensure reflective sheeting is visible to motorists.
3. When pedestrian Type II barricades are used to close a non-motorized facility, ensure a sufficient number of barricade sections are used to block the entire width of the facility. The barricade may extend outside the edge of the non-motorized facility but must not be less than the full width of the facility.
4. If sections of multiple colored barriers are used (i.e. safety orange and white) install the sections such that the colors alternate to increase conspicuity.
5. Ensure pedestrian Type II barricades are not used to close a motor vehicle facility. Ensure these barricades are not used to guide pedestrian traffic on a motor vehicle facility in the presence of active traffic. This prohibition includes bicycle/shared use lanes or shoulders in the presence of active traffic. Prior to the commencement of any construction activity, the Contractor shall place No-Parking signs as directed by the Engineer.

Deploy the temporary pedestrian Type II channelizer in accordance with the manufacturer's recommendations, the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), the plans, and the following requirements:

1. Install the channelizer as shown on the plans and as directed by the Engineer. Interconnect all channelizers using hinge components if necessary to ensure a continuous detectable edge for the entire installation. Ensure the channelizers are ballasted according to the manufacturer's recommendations to ensure stability during wind events and contact with pedestrians.
2. When the channelizers are installed near motor vehicle traffic, ensure reflective sheeting is visible to motorists providing appropriate delineation for the pedestrian path.
3. If sections of multiple colored barriers are used (i.e safety orange and white), install the sections such that the colors alternate to increase conspicuity.
4. Ensure temporary pedestrian Type II channelizers are not used to guide pedestrian traffic on a motor vehicle facility in the presence of active traffic. This prohibition includes bicycle/shared use lanes or shoulders in the presence of active traffic. Ensure temporary pedestrian channelizers are not used to channelize motor vehicle traffic, or separate motor vehicle and pedestrian traffic.

The installation of No-Parking signs shall be in accordance with the permit. No-Parking signs shall be installed by the Contractor, as directed by the Engineer, **at least 48 hours prior to the proposed start-of-work/enforcement date.**

No-Parking signs shall be returned to the City at the completion of the work. The cost of unreturned signs will be back charged to the Contractor.

No-Parking signs shall be covered by the Contractor, thereby allowing on-street parking, until between 48 and 36 hours prior to the start of the work. No-Parking signs shall be covered by the Contractor whenever there is no work being performed for a period of time longer than 72 hours.

MEASUREMENT AND PAYMENT

General

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

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

Payment for furnishing and operating lighted Type III barricades, Temporary Signs, Type A and B, Lighted Plastic Drums, temporary construction fence, and all minor traffic control devices shall be considered part of the "Temporary Traffic Control" pay item.

No-Parking Signs

No-Parking Signs will be measured as the maximum number installed on each street at any one time. The unit price includes the removal and return of No-Parking signs to the City upon completion of the project. The Contractor shall be backcharged for the replacement costs for damaged or unreturned signs. The completed work as measured for these items of work will be paid for at the Contract Unit Price for the following Contract (Pay) Items:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
No-Parking Sign	Each
Pedestrian Type II Barricade, Temp I	Lump Sum
Pedestrian Type II Channelizer, Temp	Lump Sum

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

Pedestrian Type II Barricade, Temp, includes all labor, equipment, and materials to furnish, install, maintain, relocate, and remove one barricade section that is at least 43 inches wide. Additional payment will not be made if wider sections are provided. This includes all rails, supports, ballast, hinge points, reflective sheeting, and miscellaneous hardware needed to install and maintain a barricade section.

Pedestrian Type II Channelizer, Temp includes all labor, equipment, and materials to furnish, install, maintain, relocate and remove rails or wall sections, supports, ballast, and hinge points at the locations shown on the plans. This includes all rails or wall sections, supports, ballast, hinge points, and miscellaneous hardware needed to construct the channelizer or system of channelizers.

**DETAILED SPECIFICATION
FOR
ITEM # 284 PARKING METER REMOVE, SALVAGE & REINSTALL**

DESCRIPTION

This work shall consist of removing parking meters and standards and reinstalling meters and standards where directed. All work must be conducted in accordance with the plans and specifications, the 2012 MDOT Standard Specification for Construction, and the City Standard Specifications.

MATERIALS

Standards are steel tubes 60" to 63" in length and 2" square that are salvaged during construction. Contractor shall not damage standards or meters during construction. Contractor shall protect meters and standards and reinstall in accordance with the plans and specifications.

All sand shall meet the gradation of MDOT Class II granular material in accordance with Section 902 of the 2012 MDOT Standard Specifications for Construction.

Concrete shall be Grade P2 in accordance with Section 601 of the MDOT 2012 Standard Specifications for Construction.

CONSTRUCTION METHODS

1. **Removal.** Meter standards requiring removal will be marked by the City. Prior to removal, contact Republic Parking at (734) 761-7235 for the removal of the parking meter heads. The Contractor is not permitted to remove the meter heads, nor remove the standard with the meter head still in place.
 - a. The Contractor shall removal the standard and concrete foundation. The void is to be backfilled with Class II Granular Material or Engineer approved backfill. The concrete will then become of the property of the Contractor and shall be properly disposed of offsite. The standards will be salvaged and protected for reinstallation.

2. **Installation.** The City will confirm the location for the new meter locations. The location is approximately 18" to 24" from curb line, and 48" from front end of stall for parallel parking.
 - a. **Installation in sidewalk/concrete.** Core an 8" diameter hole through the concrete sidewalk at the meter location points. When working in close proximity of underground lines, use caution to avoid drilling beyond the thickness of the sidewalk in order to prevent damage to lines. For installation in new sidewalk, the standard may be installed prior to placing walk, or the walk may be placed around a form in the location of the proposed standard.
 - 1) After drilling through the sidewalk, excavate approximately 30" deep, with an 8" diameter opening, and tapering outward to 10" at the bottom.
 - 2) Set the standards into the concrete filled holes with the REAMED END to the TOP and WEEP HOLE on LOWER END FACING THE STREET. The meter standard is to project 37" above the sidewalk level.
 - 3) Check the vertical plumb with the surface level, first in one direction and then in the other and then hold the standard securely in position with forms until the concrete has set. After

the standards have been plumbed, check the vertical alignment down the street and the height uniformity, making such corrections and adjustments as necessary.

- b. **Installation in soil.** Excavate holes approximately 30” deep, with an 8” diameter opening, and tapering outward to 10” at the bottom.
 - 1) Set the standards into the concrete filled holes with the REAMED END to the TOP and WEEP HOLE on LOWER END FACING THE STREET. The meter standard is to project 37” above the finished grade.
 - 2) Check the vertical plumb with the surface level, first in one direction and then in the other and then hold the standard securely in position with forms until the concrete has set.
 - 3) After the standards have been plumbed, check the vertical alignment down the street and the height uniformity, making such corrections and adjustments as necessary.
- 3. The Contractor is responsible for the protection of the standard until the concrete foundation has set. If the standard is not plumb upon curing of the foundation, then the standard will be removed and reset at the contractor’s expense. The Contractor shall use plastic drums and caution tape, “Wet Paint” signs, or other methods to protect the standards.
- 4. Meter heads will be installed by Republic Parking upon installation of the standards.

MEASUREMENT AND PAYMENT

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

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Parking Meter Remove, Salvage, & Reinstall	Each

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

Disposal of damaged standards, concrete foundations, and all excavated material is included in the unit prices for the above items.

Material to backfill voids after removing the standards is included in the pay item “Parking Meter Remove, Salvage & Reinstall”.

**DETAILED SPECIFICATION
FOR
ITEM #299 – Certified Payroll Compliance and Reporting**

DESCRIPTION

This specification covers all administrative requirements, payroll reporting procedures to be followed by Contractors performing work on City-sponsored public improvements projects, and all other miscellaneous and incidental costs associated with complying with the applicable sections of the City of Ann Arbor Code of Ordinances with regard to payment of prevailing wages and its Prevailing Wage Compliance policy.

This specification is not intended to include the actual labor costs associated with the payment of prevailing wages as required. Those costs should be properly incorporated in all other items of work bid.

GENERAL

The Contractor is expected to comply with all applicable sections of Federal and State prevailing wage laws, duly promulgated regulations, the City of Ann Arbor Code of Ordinances, and its Prevailing Wage Compliance Policy as defined within the contract documents. The Contractor shall provide the required certified payrolls, city-required declarations, and reports requested elsewhere in the contract documents within the timeline(s) stipulated therein.

The Contractor shall also provide corrected copies of any submitted documents that are found to contain errors, omissions, inconsistencies, or other defects that render the report invalid. The corrected copies shall be provided when requested by the Supervising Professional.

The Contractor shall also attend any required meetings as needed to fully discuss and ensure compliance with the contract requirements regarding prevailing wage compliance. The Contractor shall require all employees engaged in on-site work to participate in, provide the requested information to the extent practicable, and cooperate in the interview process. The City of Ann Arbor will provide the needed language interpreters in order to perform wage rate interviews or other field investigations as needed.

Certified Payrolls may be submitted on City-provided forms or forms used by the Contractor, as long as the Contractor's forms contain all required payroll information. If the Contractor elects to provide their own forms, the forms shall be approved by the Supervising Professional prior to the beginning of on-site work.

UNBALANCED BIDDING

The City of Ann Arbor will examine the submitted cost for this item of work prior to contract award. If the City determines, in its sole discretion, that the costs bid by the Contractor for complying with the contract requirements are not reasonable, accurately reported, or may contain discrepancies, the City reserves the right to request additional documentation that fully supports and justifies the price as bid. Should the submitted information not be determined to be reasonable or justify the costs, the City reserves the right to pursue award of the contract to the second low bidder without penalty or prejudice to any other remedies that it may have or may elect to exercise with respect to the original low-bidder.

The Contract Completion date will not be extended as a result of the City's investigation of the as-bid amount for this item of work, even if the anticipated contract award date must be adjusted. The only exception will be if the Contractor adequately demonstrates that their costs were appropriate and justifiable. If so, the City will adjust the contract completion date by the number of calendar days commensurate with the length of the investigation, if the published Notice to Proceed date of the work cannot be met. The contract unit prices for all other items of work will not be adjusted regardless of an adjustment of the contract completion date being made.

MEASUREMENT AND PAYMENT

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

PAY ITEM

PAY UNIT

Certified Payroll Compliance and Reporting

Lump Sum

The unit price for this item of work shall include all supervisory, accounting, administrative, and equipment costs needed to monitor and perform all work related to maintaining compliance with the tasks specified in this Detailed Specification, the City of Ann Arbor Code of Ordinances, its Prevailing Wage Compliance policy and the applicable Federal and State laws.

Payment for this work will be made with each progress payment, on a pro-rata basis, based on the percentage of construction completed. When all of the work of this contract has been completed, the measurement of this item shall be 1.0 times the Lump Sum bid amount. This amount will not be increased for any reason, including extensions of time, extra work, and/or adjustments to existing items of work.

**DETAILED SPECIFICATION
FOR
ITEM # 810 SLOPE RESTORATION**

DESCRIPTION

This work consists of preparing all manicured lawns and slopes designated for slope restoration on the plans or by the Engineer, and supplying all materials including, but not limited to, topsoil, fertilizer, seed, and mulch to those areas. Turf establishment shall be in accordance with section 816 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction and Standard Plan Series R-100, except as modified herein or otherwise directed by the Engineer.

MATERIALS

The materials and application rates specified in sections 816 and 917 of the MDOT 2012 Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer.

1. Topsoil Surface: Place ***4 inches*** of topsoil in area disturbed areas to be restored. Topsoil shall be free of all stones one inch in diameter or greater
2. Turf Seed Mixture: Use seed mixture type THM (Turf Loamy to Heavy) with an application rate of 220 lb/acre.
3. Chemical Fertilizer Nutrient: Use Class A fertilizer with an application rate of 176 lb/acre.
4. The erosion control blanket used shall be CN125BN as manufactured by North American Green, or equivalent. The coconut fiber erosion control blanket shall have the following properties:

Matrix:	100% coconut fiber (0.50 lbs/square yard)
Netting:	Top - Leno woven 100% biodegradable organic jute fiber (9.30 lbs/1000 sft. approx. wt.) Bottom - 100% biodegradable organic jute fiber (7.7 lbs/1000 sft. approximate weight.)
Thread:	Biodegradable
Width:	6.67 ft. (+/- 5%)
Length:	108 ft. (+/- 5%)
Weight:	52.22 lbs. (+/-10%)
Area:	80 syd.
Stitch Spacing for all rolls:	1.50 inches

Erosion control blanket shall be manufactured with a colored line or thread along outer edges to ensure proper material overlapping. Manufacturer's recommended fastening pattern must be clearly marked on blanket to insure proper anchorage to soil. Biodegradable fasteners supplied by manufacturer based on type of installation required. Installation instructions must be included with each delivery of erosion control blankets.

CONSTRUCTION

Construction methods shall be in accordance to subsection 816.03 of the MDOT 2012 Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

1. Prior to placing topsoil, shape, compact and assure all areas to be seeded are weed free. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. Remove any stones greater than or equal to 1 inch in diameter. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth must be filled using topsoil. Furnishing and placing this additional material is included in this item of work.
2. Topsoil shall be weed and weed seed free and friable prior to placing seed. Remove all stones from the topsoil greater than 1 inch in diameter. Apply seed mixture and fertilizer to prepared soil surface. Seed shall be incorporated into top ½ inch of topsoil.
3. In general, all edges of parallel blankets must be staked with approximately 2 inches overlap. When the blankets must be spliced down a slope, place blankets end over end (shingle style) with approximately 6 inches of overlap. Stake through overlapped area approximately 12 inches apart. In general, stake blanket approximately two stakes per square yard using manufacturer's recommended stapling pattern.
4. Each blanket roll shall be wrapped with a material that will protect it from damage due to shipment, water, sunlight, and contaminants. During storage, blanket rolls shall be elevated off the ground and adequately covered to protect them from construction damage, precipitation, extended ultraviolet radiation, chemicals that are strong acids or bases, flames, excess temperatures, and any other environmental conditions that may damage the physical property values of the blankets.
5. If erosion control blanket is required in areas where plugs are present, install erosion control blanket after seeding, but prior to plugging.
6. If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement will be paid for as additional work using the applicable contract items.
7. If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement shall be at the Contractor's expense.
8. The Engineer will inspect the seeded turf to ensure the end product is well established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture. If areas do not promote growth, the Contractor shall apply new seed at its expense.
9. If weeds are determined by the Engineer to cover more than ten percent of the total area of slope restoration, the Contractor shall provide weed control in accordance to subsection 816.03.J of the MDOT 2012 Standard Specifications for Construction. Weed control shall be at the Contractor's expense with no additional charges to the project for materials, labor or equipment.

MEASUREMENT AND PAYMENT

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

<u>Pay Item</u>	<u>Pay Unit</u>
Slope Restoration	Square Yard

Slope Restoration shall be performed in all areas disturbed by the Contractor to construct the Project as shown on the plans and as directed by the Engineer. The Contractor will restore areas disturbed by its operations not required by the Project at its own expense. The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in this Detailed Specification.

**DETAILED SPECIFICATION
FOR
ITEM # 850 CONDUCTORS - #2 AWG**

DESCRIPTION

This work consists of the provision and installation of new conductors where it is determined that the existing conductors are not long enough or are damaged.

MATERIALS

The wire and cable meeting the requirements of the NEC, relevant local ordinances, and ASTM specifications. Provide UL approved THHN/THWN cable. Provide coated, soft drawn copper conductors in standard American Wire Gauge (AWG) sizes as shown on the plans. Provide wire and cables with the size, voltage rating, insulation type, and manufacturer's name permanently marked on the outer covering at regular intervals.

CONSTRUCTION

Each conduit shall be free of moisture and debris before conductors are installed. Remove moisture from conduits by swabbing. Install conductors so insulation is not damaged. Replace all conductors that are damaged. Install conductors and cables only in code conforming raceway. Pull conductors together where more than 1 conductor is being installed in a raceway. Use manufacturer-approved pulling compound or lubricant, where necessary. Compound shall not deteriorate conductor and insulation. Compounds shall be UL listed. Use a pulling means, including fish tape, cable or rope, and basket-weave wire/cable grips, that will not damage the raceway or the wire.

Use the same color coded conductors as the existing installation.

MEASUREMENT AND PAYMENT

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

<u>Pay Item</u>	<u>Pay Unit</u>
#2 AWG	Per Foot

**DETAILED SPECIFICATION
FOR
ITEM # 851 CONDUCTORS - #4 AWG**

DESCRIPTION

This work consists of the provision and installation of new conductors where it is determined that the existing conductors are not long enough or are damaged.

MATERIALS

The wire and cable meeting the requirements of the NEC, relevant local ordinances, and ASTM specifications. Provide UL approved THHN/THWN cable. Provide coated, soft drawn copper conductors in standard American Wire Gauge (AWG) sizes as shown on the plans. Provide wire and cables with the size, voltage rating, insulation type, and manufacturer's name permanently marked on the outer covering at regular intervals.

CONSTRUCTION

Each conduit shall be free of moisture and debris before conductors are installed. Remove moisture from conduits by swabbing. Install conductors so insulation is not damaged. Replace all conductors that are damaged. Install conductors and cables only in code conforming raceway. Pull conductors together where more than 1 conductor is being installed in a raceway. Use manufacturer-approved pulling compound or lubricant, where necessary. Compound shall not deteriorate conductor and insulation. Compounds shall be UL listed. Use a pulling means, including fish tape, cable or rope, and basket-weave wire/cable grips, that will not damage the raceway or the wire.

Use the same color coded conductors as the existing installation.

MEASUREMENT AND PAYMENT

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

<u>Pay Item</u>	<u>Pay Unit</u>
#4 AWG	Per Foot

**DETAILED SPECIFICATION
FOR
ITEM # 852 CONDUCTORS - #6 AWG**

DESCRIPTION

This work consists of the provision and installation of new conductors where it is determined that the existing conductors are not long enough or are damaged.

MATERIALS

The wire and cable meeting the requirements of the NEC, relevant local ordinances, and ASTM specifications. Provide UL approved THHN/THWN cable. Provide coated, soft drawn copper conductors in standard American Wire Gauge (AWG) sizes as shown on the plans. Provide wire and cables with the size, voltage rating, insulation type, and manufacturer's name permanently marked on the outer covering at regular intervals.

CONSTRUCTION

Each conduit shall be free of moisture and debris before conductors are installed. Remove moisture from conduits by swabbing. Install conductors so insulation is not damaged. Replace all conductors that are damaged. Install conductors and cables only in code conforming raceway. Pull conductors together where more than 1 conductor is being installed in a raceway. Use manufacturer-approved pulling compound or lubricant, where necessary. Compound shall not deteriorate conductor and insulation. Compounds shall be UL listed. Use a pulling means, including fish tape, cable or rope, and basket-weave wire/cable grips, that will not damage the raceway or the wire.

Use the same color coded conductors as the existing installation.

MEASUREMENT AND PAYMENT

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

<u>Pay Item</u>	<u>Pay Unit</u>
#6 AWG	Per Foot

**DETAILED SPECIFICATION
FOR
ITEM # 853 CONDUCTORS - #8 AWG**

DESCRIPTION

This work consists of the provision and installation of new conductors where it is determined that the existing conductors are not long enough or are damaged.

MATERIALS

The wire and cable meeting the requirements of the NEC, relevant local ordinances, and ASTM specifications. Provide UL approved THHN/THWN cable. Provide coated, soft drawn copper conductors in standard American Wire Gauge (AWG) sizes as shown on the plans. Provide wire and cables with the size, voltage rating, insulation type, and manufacturer's name permanently marked on the outer covering at regular intervals.

CONSTRUCTION

Each conduit shall be free of moisture and debris before conductors are installed. Remove moisture from conduits by swabbing. Install conductors so insulation is not damaged. Replace all conductors that are damaged. Install conductors and cables only in code conforming raceway. Pull conductors together where more than 1 conductor is being installed in a raceway. Use manufacturer-approved pulling compound or lubricant, where necessary. Compound shall not deteriorate conductor and insulation. Compounds shall be UL listed. Use a pulling means, including fish tape, cable or rope, and basket-weave wire/cable grips, that will not damage the raceway or the wire.

Use the same color coded conductors as the existing installation.

MEASUREMENT AND PAYMENT

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

<u>Pay Item</u>	<u>Pay Unit</u>
#8 AWG	Per Foot

**DETAILED SPECIFICATION
FOR
ITEM # 854 CONDUCTORS - #10 AWG**

DESCRIPTION

This work consists of the provision and installation of new conductors where it is determined that the existing conductors are not long enough or are damaged.

MATERIALS

The wire and cable meeting the requirements of the NEC, relevant local ordinances, and ASTM specifications. Provide UL approved THHN/THWN cable. Provide coated, soft drawn copper conductors in standard American Wire Gauge (AWG) sizes as shown on the plans. Provide wire and cables with the size, voltage rating, insulation type, and manufacturer's name permanently marked on the outer covering at regular intervals.

CONSTRUCTION

Each conduit shall be free of moisture and debris before conductors are installed. Remove moisture from conduits by swabbing. Install conductors so insulation is not damaged. Replace all conductors that are damaged. Install conductors and cables only in code conforming raceway. Pull conductors together where more than 1 conductor is being installed in a raceway. Use manufacturer-approved pulling compound or lubricant, where necessary. Compound shall not deteriorate conductor and insulation. Compounds shall be UL listed. Use a pulling means, including fish tape, cable or rope, and basket-weave wire/cable grips, that will not damage the raceway or the wire.

Use the same color coded conductors as the existing installation.

MEASUREMENT AND PAYMENT

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

<u>Pay Item</u>	<u>Pay Unit</u>
#10 AWG	Per Foot

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

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

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

The Contractor agrees:

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

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

CORBY ENERGY SERVICES, LLC
Company Name

[Signature] 5-5-17
Signature of Authorized Representative Date

MARK HELSEL, JR.
Print Name and Title

6001 SCHROEDER DR, BELLEVILLE, MI 48111
Address, City, State, Zip

corby@corbyenergy.com
Phone/Email address

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

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE 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 \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce

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

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

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

CORBY ENERGY SERVICES, INC. 6001 SCHOONER, RD.
Company Name Street Address

[Signature] BELLEVILLE, MI 48111
Signature of Authorized Representative Date City, State, Zip

MARK HENSEL, JR. jcorby@corbyenergy.com
Print Name and Title Phone/Email address

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 per hour

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

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

ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint Contact:
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**



Vendor Conflict of Interest Disclosure Form

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

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

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

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

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
<i>CORBY ENERGY SERVICES, INC.</i>	<i>734 547 9237</i>	
Vendor Name	Vendor Phone Number	
	<i>5/5/17</i>	<i>MARK HELSEL, JR.</i>
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

CORBY ENERGY SERVICES, INC.
Company Name

[Signature] _____ Date

MARK HEUSEL, JR. V.P.
Print Name and Title

6001 Schooner Drive, Belkville, MI 48111
Address, City, State, Zip

734 547 9237 jcorby@corbyenergy.com
Phone/Email Address

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

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

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							TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY	GROSS PROJECT EARNED	GROSS WEEKLY EARNED	TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE	OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0												
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0												
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0												
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0												
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0												
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0												
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0												
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.