

# CONSTRUCTION REQUEST FOR PROPOSAL

**RFP# 22-09**

## **Huron Parkway Bridge Capital Preventative Maintenance Repairs**

City of Ann Arbor  
Public Services Area  
Engineering



**Due Date: March 3, 2022 by 10 a.m. (local time)**

Issued By:

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

# ADDENDUM No. 1

RFP No. 22-09

## Huron Parkway Bridge Capital Preventative Maintenance Repairs

**Due: March 3, 2022 at 10 A.M. (local time)**

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes three (3) pages.**

**The Proposer is to acknowledge receipt of this Addendum No. 1, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.**

The following forms provided within the RFP Document should be included in submitted proposal:

- Attachment D - Prevailing Wage Declaration of Compliance
- Attachment E - Living Wage Declaration of Compliance
- Attachment G - Vendor Conflict of Interest Disclosure Form
- Attachment H - Non-Discrimination Declaration of Compliance

**Proposals that fail to provide these completed forms listed above upon proposal opening may be rejected as non-responsive and may not be considered for award.**

### I. CORRECTIONS/ADDITIONS/DELETIONS

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

Section/Page(s)	Change
15	As provided in RFP No. 22-09 Document: Section E – Schedule of Prices General Conditions, Max. \$ _____ Minor Traffic Devices, Max. \$ _____  As updated herein: Section E – Schedule of Prices General Conditions, Max. \$50,000 Minor Traffic Devices, Max. \$10,000

*Comment: The intent with this change is to simply provide maximum value to LS pay item.*

## II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: Can you please provide the equation for the scoring for the Schedule of Pricing/Cost section of the proposal?

Answer 1: The equation is linear. That linear relationship is just set up in such a way that once a bid gets high enough to be double the low bid, then the points reduce to zero. In other words, low bid is 20 pts, double the low bid is 0 points, and there is a straight line in between them.

Question 2: Will the City be providing maximum values for the 2 bid items below or will there be no maximum value on these items?

Answer 2: Yes, the values should be: General Conditions, Max \$50,000; Minor Traffic Devices, Max \$10,000.

Question 3: Within the Schedule of Pricing/Cost form there is a bid item for Patch, Full Depth, but there is no Hand Chipping, Full Depth bid item. Please clarify and/or add the Hand Chipping, Full Depth bid item to the Schedule of Pricing/Cost form.

Answer 3: The intent of the "Patch, Full Depth" pay item was to cover any "blow-throughs" resulting from hand chipping over an underside spall. We do not anticipate any intentional full depth patches, so "Hand Chipping, Full Depth" is not required.

Question 4: The unit of measure for the Riprap, Heavy, Modified bid item is "Syd". There are no details provided as to the thickness/depth that this riprap is to be placed, so we are unable to estimate the quantity of riprap needed for this work. Please provide the thickness/depth that this riprap is to be placed or consider revising the unit of measure of this item to "Ton".

Answer 4: See 3rd Note on Sheet 11 of 18 for estimated weight of riprap (67 tons).

Question 5: Will all of the riprap for the Riprap, Heavy, Modified bid item be placed above the existing water level?

Answer 5: It is the intent to place the riprap above the waterline where displaced by tree growth, and disturbed by proposed tree removal.

Question 6: Please clarify where the work associated with the Slope Protection, Replace bid item is to be performed.

Answer 6: This work is shown with a "diamond" symbol on Sheet 11 of 18 (north abutment, west side).

Question 7: Regarding the Expansion Joint Device, Cover Plate bid item, will this cover plate require the slip resistant coating that is specified for the Expansion Joint Cover Plate, Modified bid item?

Answer 7: The new cover plate will receive the slip resistant coating. See Special Provision for "Expansion Joint Cover Plate, Modified", Section d, for clarification regarding payment for this expansion joint cover plate. In the location where the cover plate is replaced the pay quantity will be 13 feet of "Expansion Joint Device, Cover Plate" and 13 feet of "Expansion Joint Cover Plate, Modified".

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

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## **SECTION I - GENERAL INFORMATION**

### **A. OBJECTIVE**

The purpose of this Request for Proposal is to select a firm, or firms, to provide Construction services for the Huron Parkway Bridge Capital Preventative Maintenance Repairs Project.

### **B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS**

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

**All questions shall be submitted on or before February 18, 2022 at 10:00 a.m. (local time)**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to **Francisca Chan, Project Manager - [fchan@a2gov.org](mailto:fchan@a2gov.org)**

RFP Process and Compliance questions shall be e-mailed to **Colin Spencer, Buyer - [CSpencer@a2gov.org](mailto:CSpencer@a2gov.org)**

Should any prospective bidder be in doubt as to the true meaning of any portion of this RFP, or should the prospective bidder find any ambiguity, inconsistency, or omission therein, the prospective bidder shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](http://MITN.info) and it shall be the prospective bidder's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

### **C. PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held:

**WHEN: Thursday, February 17, 2022 at 10:00 am**

**WHERE:** This meeting will be held virtually through Microsoft Teams. Interested parties shall contact to receive an invitation Francisca Chan, Project Manager - [fchan@a2gov.org](mailto:fchan@a2gov.org)

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting.

Administrative and technical questions regarding this project will be answered at this time. The pre-proposal 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 proposal will be affirmed in an addendum.

#### **D. PROPOSAL FORMAT**

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective bidder. An official authorized to bind the bidder to its provisions must sign the proposal in ink. Each proposal must remain valid for at least one hundred and twenty (120) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

#### **E. SELECTION CRITERIA**

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised primarily of staff from the City will complete the evaluation.

If interviews are desired by the City, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected bidder to this project.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

#### **F. SEALED PROPOSAL SUBMISSION**

**All proposals are due and must be delivered to the City on or before, March 3, 2022 by 10 a.m. (local time).** Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

**Each respondent should submit in a sealed envelope**

- **one (1) original proposal**
- **one (1) additional proposal copy**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Proposals submitted should be clearly marked: **“RFP No. 22-09 – Huron Parkway Bridge Capital Preventative Maintenance Repairs Project** and list the bidder’s name and address.

Proposals must be addressed and delivered to:  
City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours. The City will not be liable to any prospective bidder for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal.

Bidders are responsible for submission of their proposal. Additional time will not be granted to a single prospective bidder. However, additional time may be granted to all prospective bidders at the discretion of the City.

**A proposal may be disqualified if the following required forms are not included with the proposal:**

- **Attachment D - Prevailing Wage Declaration of Compliance**
- **Attachment E - Living Wage Declaration of Compliance**
- **Attachment G - Vendor Conflict of Interest Disclosure Form**
- **Attachment H - Non-Discrimination Declaration of Compliance**

***Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.***

## **G. DISCLOSURES**

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

## **H. TYPE OF CONTRACT**



A sample of the Construction Agreement is included as Attachment A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Construction Agreement.**

For all construction work, the respondent must further adhere to the City of Ann Arbor General Conditions. The General Conditions are included herein. Retainage will be held as necessary based on individual tasks and not on the total contract value. The Contractor shall provide the required bonds included in the Contract Documents for a value over \$50,000 for the duration of the Contract. The cost for these bonds shall be included in the fee schedule and paid for by the City quarterly. If the value of work at any time exceeds \$50,000, the Contractor shall adjust the bonding amount appropriately.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected bidder's response thereto, shall constitute the basis of the scope of services in the contract by reference.

#### **I. NONDISCRIMINATION**

All bidders 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 Attachment G 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.

#### **J. WAGE REQUIREMENTS**

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

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 Michigan Department of Transportation Prevailing Wage Forms (sample attached hereto) 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 proposals 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](http://www.wdol.gov).

For the purposes of this RFP the Construction Type of Highway will apply.

#### **K. CONFLICT OF INTEREST DISCLOSURE**

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected bidder 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 Conflict of Interest Disclosure Form is attached.

#### **L. COST LIABILITY**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, bidder agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

#### **M. DEBARMENT**

Submission of a proposal in response to this RFP is certification that the Respondent 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.

#### **N. PROPOSAL PROTEST**

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If any 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 Manager. The Purchasing Manager 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.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the bidder to

initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

**O. SCHEDULE**

The following is the schedule for this RFP process.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Pre-proposal Meeting	February 17, 2022, 10:00 am (Local Time)
Written Question Deadline	February 18, 2022, 10:00 am (Local Time)
Addenda Published (if needed)	Week of February 21 <sup>st</sup> , 2022
Proposal Due Date	March 3, 2022, 10:00 a.m. (Local Time)
Selection/Negotiations	March 7-21 <sup>st</sup> , 2022
Expected City Council Authorizations	April/May

The above schedule is for information purposes only and is subject to change at the City's discretion.

**P. IRS FORM W-9**

The selected bidder will be required to provide the City of Ann Arbor an IRS form W-9.

**Q. RESERVATION OF RIGHTS**

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all bidders.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more contractors or service providers to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

## **R. IDLEFREE ORDINANCE**

The City of Ann Arbor adopted an idling reduction Ordinance that went into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: [www.a2gov.org/idlefree](http://www.a2gov.org/idlefree).

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

- (1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

## **S. ENVIRONMENTAL COMMITMENT**

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

## **T. 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.

## **U. MAJOR SUBCONTRACTORS**

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

## **V. 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.

## **SECTION II - SCOPE OF WORK**

**Please see the separately published plan set for more details.**

## **SECTION III - MINIMUM INFORMATION REQUIRED**

### **PROPOSAL FORMAT**

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

Bidders should organize Proposals into the following Sections:

- A. Qualifications, Experience and Accountability
- B. Workplace Safety
- C. Workforce Development
- D. Social Equity and Sustainability
- E. Schedule of Pricing/Cost
- F. Authorized Negotiator
- G. Attachments

*Bidders are strongly encouraged to provide details for all of the information requested below within initial proposals. Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the proposal being considered non-responsive and will not be considered for award.*

Pursuant to Sec 1:314(9) of the City Code which sets forth requirements for evaluating construction bids, Bidders should submit the following:

#### **A. Qualifications, Experience and Accountability - 20 Points**

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.

**B. Workplace Safety – 20 Points**

1. Documentation of an on-going, Michigan OSHA-approved safety-training program for employees to be used on the proposed job site.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.
3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. The safety record of bidder and major subcontractors, including OSHA, MIOSHA, or other safety violations.

**C. Workforce Development – 20 Points**

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.
3. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship.
4. Documentation of how the bidder assesses the skills and qualifications of any employees who do not have master or journeyperson certification or status, or are not participants in a Registered Apprenticeship Program.

**D. Social Equity and Sustainability – 20 Points**

1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.



2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.
4. The bidder's proposed use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.
5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

**E. Schedule of Pricing/Cost – 20 Points**

Company: \_\_\_\_\_

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1047051	Certified Payroll Compliance and Reporting	LSUM	1		
1507051	General Conditions, Max. \$ _____	LSUM	1		
2020004	Tree, Rem, 6 inch to 18 inch	Ea	3		
2020008	Stump, Chemically-treated, Up to 18 inch	Ea	3		
2040055	Sidewalk, Rem	Syd	20		
7060051	Expansion Joint Device, Cover Plate	Ft	13		
7060092	Reinforcement, Steel, Epoxy Coated	Lb	750		
7067001	Expansion Joint Device, Cover Plate, Modified	Ft	52		
7067021	Conc, Sidewalk Joint Replacement	Cyd	6		
7120003	Hand Chipping, Shallow	Syd	50		
7120004	Hand Chipping, Deep	Syd	50		
7120007	Hand Chipping, Other Than Deck	Cft	130		
7120010	Patch, Full Depth	Cyd	7		
7120112	Patching Conc, C-L	Cyd	17		
7120114	Patching Conc, F-L	Cyd	2		
7120017	Patch, Forming	Sft	50		
7137051	Steel Railing Repair (SN 11074)	LSUM	1		
7137010	Field Repr of Damaged Galvanized Coating	Sft	20		
8037010	Sidewalk, Concrete, 6 inch, Special	Sft	180		
8110094	Pavt Mrkg, Polyurea, 6 inch, White	Ft	5500		
8110095	Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft	3050		
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	6		
8120013	Barricade, Type III, High Intensity, Double Sided, Oper	Ea	6		
8120040	Conc Barrier Ending, Temp, Detail 2, Adj	Ea	4		
8120041	Conc Barrier Ending, Temp, Detail 2, Furn	Ea	4		
8120042	Conc Barrier Ending, Temp, Detail 2, Oper	Ea	4		
8120080	Conc Barrier, Temp, Adj	Ft	2550		
8120081	Conc Barrier, Temp, Furn	Ft	2240		
8120082	Conc Barrier, Temp, Oper	Ft	2240		
8120026	Pedestrian Type II Barricade, Temp	Ea	10		
8120027	Pedestrian Type II Channelizer, Temp	Ft	96		
8120120	Lighted Arrow, Type A, Furn	Ea	2		
8120121	Lighted Arrow, Type A, Oper	Ea	2		
8120170	Minor Traffic Devices, Max. \$ _____	LSUM	1		
<b>TOTAL (THIS PAGE 15)</b>					

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
8120246	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	Ft	12680		
8120250	Plastic Drum, High Intensity, Furn	Ea	143		
8120251	Plastic Drum, High Intensity, Oper	Ea	143		
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	88		
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	88		
8120352	Sign Type B, Temp, Prismatic, Special, Furn	Sft	12		
8120353	Sign Type B, Temp, Prismatic, Special, Oper	Sft	12		
8120370	Traffic Regulator Control	LSUM	1		
8137011	Slope Protection, Replace	Syd	5		
8137011	Riprap, Heavy, Modified	Syd	45		
<b>TOTAL (THIS PAGE 16)</b>					

**TOTAL (PAGE 15)**

\$ \_\_\_\_\_

**TOTAL (PAGE 16)**

\$ \_\_\_\_\_

**ESTIMATED TOTAL (PAGES 15-16)**

\$ \_\_\_\_\_

**F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)**

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

The 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 bidder 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.

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 its proposed time for performance of the work.

Consideration for any proposed alternative items or time may be negotiated at the discretion of the City.

**G. ATTACHMENTS**

General Declaration, Legal Status of Bidder, Conflict of Interest Form, Living Wage Compliance Form, Prevailing Wage Compliance Form and the Non-Discrimination Form should be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

**PROPOSAL EVALUATION**

1. The selection committee will evaluate each proposal by the above-described criteria and point system. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview if interviews are selected to be held by the City. The committee may contact references to verify material submitted by the bidder.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan (if applicable) and pricing.
3. The interview should include the project team members expected to work on the project, but no more than six members total. The interview shall consist of a

presentation of up to thirty minutes (or the length provided by the committee) by the bidder, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

4. The firms interviewed will then be re-evaluated by the above criteria and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the bidder based on their proposal and pricing schedules alone.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

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.

Any proposal that does not conform fully to these instructions may be rejected.

## **PREPARATION OF PROPOSALS**

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper.

Each person signing the proposal certifies that they are a person in the bidder's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

## **ADDENDA**

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

Each bidder should acknowledge in its proposal all addenda it has received on the General Declarations form provided in the Attachments section herein. 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 official written addenda.

## **SECTION IV - ATTACHMENTS**

Attachment A – Sample Standard Contract

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment FE – Vendor Conflict of Interest Disclosure Form

Attachment G – Non-Discrimination Ordinance Poster

Attachment H – Living Wage Ordinance Poster

Attachment I – Prevailing Wage Declaration of Compliance

Sample Certified Payroll Report Template



**PROPOSAL FOR**

**CITY OF ANN ARBOR**

**RFP NO. 22-09 – HURON PARKWAY  
BRIDGE CAPITAL MAINTENANCE REPAIRS  
PROJECT**



March 3, 2022

Francisca Chan, Project Manager  
Colin Spencer, Buyer  
City of Ann Arbor  
301 East Huron Street  
Ann Arbor, MI 48107

RE: RFP No. 22-09  
Huron Parkway Bridge Capital Preventative Maintenance Repairs Project

Ms. Chan / Mr. Spencer,

Z Contractors, Inc. (ZCI) is pleased to submit our proposal, which is included in this document, to the City of Ann Arbor for the Huron Parkway Bridge Capital Preventative Maintenance Repairs Project. We have prepared this proposal in good faith and we have provided an accurate and complete proposal. Our proposal is organized as follows:

- Section A – Qualification, Experience and Accountability
- Section B – Workplace Safety
- Section C – Workforce Development
- Section D – Social Equity and Sustainability
- Section E – Schedule of Pricing/Cost
- Section F – Authorized Negotiator
- Section G – Attachments

Within Section G, ZCI has included our bid bond.

ZCI's proposal will remain firm and valid for a period of one hundred twenty (120) days from the due date of this RFP. Thank you in advance for your consideration of ZCI for this project, and we look forward to partnering with you to deliver this project to the City of Ann Arbor.

Sincerely,  
**Z Contractors, Inc.**

*Blake Zapczynski*

Blake Zapczynski  
President





## **SECTION A – QUALIFICATION, EXPERIENCE AND ACCOUNTABILITY**

1. Blake Zapczynski founded ZCI in 2010 and is headquartered in Shelby Township, Michigan. From its beginning, Blake's objective for ZCI was to service the heavy civil and transportation construction markets in Southeast Michigan. Under Blake's leadership and commitment to this market, ZCI has grown to be a well-respected and accomplished construction firm that is willing to construct some of the more challenging projects in the area.

ZCI is a Michigan Department of Transportation (MDOT) Prequalified contractor with a financial rating of over \$116M for MDOT projects. The following are the MDOT Prequalification Classifications that we currently hold:

- Concrete Pavement Patching and Widening – Ba
- Grading, Drainage Structures and Aggregates Construction – Ea
- Bridges and Special Structures - Fa
- Structural Steel (Erection) – Fb
- Pumphouses – Fd
- Concrete Curb, Curb & Gutter, Driveways, Sidewalks – J
- Sewers and Watermains – K
- Waterproofing – N7

Relevant reference projects are included below in sub-section 2 of this Section of the proposal.

ZCI's success is due to the dedication, integrity, attitude and work ethic of our employees. Our vision is to grow together as a team, improve our expertise, and invest in our future while assuring integrity, respect, and quality in a safe work environment.

ZCI is naming the below key personnel for this project:

- Michael Phelps – Project Executive
- Jerry Jones – Project Manager
- Mark Gilsbach – Operations Manager / Superintendent

Detailed experience of the key personnel is include in the resumes, which are included below:



**SECTION E – SCHEDULE OF PRICING/COST**

See below for our schedule of pricing/cost:

**E. Schedule of Pricing/Cost – 20 Points**

Company:           Z Contractors, Inc.          

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1047051	Certified Payroll Compliance and Reporting	LSUM	1	1.00	1.00
1507051	General Conditions, Max. \$ _____	LSUM	1	50,000.00	50,000.00
2020004	Tree, Rem, 6 inch to 18 inch	Ea	3	4,000.00	12,000.00
2020008	Stump, Chemically-treated, Up to 18 inch	Ea	3	750.00	2,250.00
2040055	Sidewalk, Rem	Syd	20	100.00	2,000.00
7060051	Expansion Joint Device, Cover Plate	Ft	13	200.00	2,600.00
7060092	Reinforcement, Steel, Epoxy Coated	Lb	750	6.00	4,500.00
7067001	Expansion Joint Device, Cover Plate, Modified	Ft	52	200.00	10,400.00
7067021	Conc, Sidewalk Joint Replacement	Cyd	6	2,430.00	14,580.00
7120003	Hand Chipping, Shallow	Syd	50	750.00	37,500.00
7120004	Hand Chipping, Deep	Syd	50	750.00	37,500.00
7120007	Hand Chipping, Other Than Deck	Cft	130	375.00	48,750.00
7120010	Patch, Full Depth	Cyd	7	4,500.00	31,500.00
7120112	Patching Conc, C-L	Cyd	17	2,500.00	42,500.00
7120114	Patching Conc, F-L	Cyd	2	2,500.00	5,000.00
7120017	Patch, Forming	Sft	50	500.00	25,000.00
7137051	Steel Railing Repair (SN 11074)	LSUM	1	30,000.00	30,000.00
7137010	Field Repr of Damaged Galvanized Coating	Sft	20	250.00	5,000.00
8037010	Sidewalk, Concrete, 6 inch, Special	Sft	180	30.00	5,400.00
8110094	Pavt Mrkg, Polyurea, 6 inch, White	Ft	5500	.90	4,950.00
8110095	Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft	3050	.80	2,440.00
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	6	80.00	480.00
8120013	Barricade, Type III, High Intensity, Double Sided, Oper	Ea	6	.01	.06
8120040	Conc Barrier Ending, Temp, Detail 2, Adj	Ea	4	500.00	2,000.00
8120041	Conc Barrier Ending, Temp, Detail 2, Furn	Ea	4	2,200.00	8,800.00
8120042	Conc Barrier Ending, Temp, Detail 2, Oper	Ea	4	300.00	1,200.00
8120080	Conc Barrier, Temp, Adj	Ft	2550	5.00	12,750.00
8120081	Conc Barrier, Temp, Furn	Ft	2240	25.00	56,000.00
8120082	Conc Barrier, Temp, Oper	Ft	2240	3.00	6,720.00
8120026	Pedestrian Type II Barricade, Temp	Ea	10	150.00	1,500.00
8120027	Pedestrian Type II Channelizer, Temp	Ft	96	25.00	2,400.00
8120120	Lighted Arrow, Type A, Furn	Ea	2	500.00	1,000.00
8120121	Lighted Arrow, Type A, Oper	Ea	2	.01	.02
8120170	Minor Traffic Devices, Max. \$ _____	LSUM	1	10,000.00	10,000.00
<b>TOTAL (THIS PAGE 15)</b>					<b>476,721.08</b>

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
8120246	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	Ft	12680	1.95	24,726.00
8120250	Plastic Drum, High Intensity, Furn	Ea	143	25.00	3,575.00
8120251	Plastic Drum, High Intensity, Oper	Ea	143	.01	1.43
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	88	6.00	528.00
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	88	.01	.88
8120352	Sign Type B, Temp, Prismatic, Special, Furn	Sft	12	12.00	144.00
8120353	Sign Type B, Temp, Prismatic, Special, Oper	Sft	12	.01	.12
8120370	Traffic Regulator Control	LSUM	1	140,000.00	140,000.00
8137011	Slope Protection, Replace	Syd	5	325.00	1,625.00
8137011	Riprap, Heavy, Modified	Syd	45	225.00	10,125.00
<b>TOTAL (THIS PAGE 16)</b>					<b>180,725.43</b>

**TOTAL (PAGE 15)**  
**TOTAL (PAGE 16)**

**\$ 476,721.08**  
**\$ 180,725.43**

**ESTIMATED TOTAL (PAGES 15-16)**

**\$ 657,446.51**



## **SECTION F – AUTHORIZED NEGOTIATOR**

ZCI's authorized negotiator for this project is:

- Blake Zapczynski, President  
586-625-8899  
[bzap@z-contractors.com](mailto:bzap@z-contractors.com)

ZCI does not have any alternatives for the City to consider for this proposal at this time.

ZCI not take exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2.



## **SECTION G – ATTACHMENTS**

Attachments to the proposal are below and include the following:

- Bid Bond
- General Declaration
- Legal Status of Bidder
- Conflict of Interest Form
- Living Wage Compliance Form
- Prevailing Wage Compliance Form
- Non-Discrimination Form

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**Z Contractors, Inc.**  
50500 Design Lane, Shelby Township, MI 48315

as Principal, hereinafter called Principal, and

**Great American Insurance Company**  
301 E. Fourth Street, Cincinnati, OH 45202

a corporation duly organized under the laws of the State of **Ohio**  
as Surety, hereinafter called Surety, are held and firmly bound unto

**City of Ann Arbor**  
301 East Huron Street, Ann Arbor, MI 48104

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (5% of Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

**Huron Parkway Bridge Capital Preventative Maintenance Repairs, Ann Arbor**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of March, 2022.

**Z Contractors, Inc.**

Dara Youmans  
(Witness)

{ [Signature] (Principal)

**BLAKE ZAPCZYNSKI** (Title)  
**PRESIDENT**  
**Great American Insurance Company**

(Surety) (Seal)

[Signature]  
(Witness)

{ [Signature] (Title)  
**Nicholas Ashburn**, Attorney in Fact



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20903

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICHOLAS ASHBURN	ANNE M. BARICK	ALL
PAUL M. HURLEY	MICHAEL D. LECHNER	\$100,000,000
HOLLY NICHOLS	JASON ROGERS	
ROBERT D. HEUER		
	ROCHESTER HILLS, MICHIGAN	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of APRIL 2020 .

GREAT AMERICAN INSURANCE COMPANY



*Handwritten signature of Assistant Secretary*

Assistant Secretary

*Handwritten signature of Mark Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17TH day of APRIL, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Handwritten signature of Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of March, 2022 .



*Handwritten signature of Stephen C. Beraha*

Assistant Secretary



**ATTACHMENT B**  
**GENERAL DECLARATIONS**

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, General Information, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

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

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

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

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

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

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

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

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

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

SIGNED THIS 03 DAY OF March, 2022.

Z Contractors, Inc.

Bidder's Name

50500 Design Lane

Shelby Twp, MI 48315

Official Address

586-625-8899

Telephone Number

  
Authorized Signature of Bidder

Blake Zapczynski

(Print Name of Signer Above)

bzap@z-contractors.com

Email Address for Award Notice

**ATTACHMENT C**  
**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 Blake Zapczynski, bearing the office title of 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

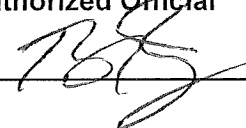
• A ~~limited liability~~ company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* 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 March 03, 2022

(Print) Name Blake Zapczynski Title President

Company: Z Contractors, Inc.

Address: 50500 Design Lane, Shelby Twp, MI 48315

Contact Phone (586) 625-8899 Fax (586) 726-8481

Email bzap@z-contractors.com



**ATTACHEMENT G**

**Vendor Conflict of Interest Disclosure Form**

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

<b>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:</b>		
Z Contractors, Inc.	586-625-8899	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
	03/03/22	Blake Zapczynski, President
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

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

**ATTACHMENT E**  
**LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

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

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

The Contractor or Grantee agrees:

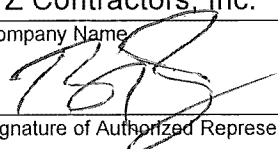
- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

***Check the applicable box below which applies to your workforce***

<input type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
<input checked="" type="checkbox"/>	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.

Z Contractors, Inc.  
Company Name  
  
Signature of Authorized Representative  
03/03/22  
Date

50500 Design Lane  
Street Address  
Shelby Township, MI 48315  
City, State, Zip

Blake Zapczynski, President  
Print Name and Title

586-625-8899 / bzap@z-contractors.com  
Phone/Email address

**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 \$14.82/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 \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

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

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

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

**Z Contractors, Inc.**

Company Name

Signature of Authorized Representative

03/23/22

Date

**Blake Zapczynski, President**

Print Name and Title

**50500 Design Lane**

Street Address

**Shelby Twp, MI 48315**

City, State, Zip

**586-625-8899 / bzap@z-contractors.com**

Phone/Email address

**ATTACHMENT H**

**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.

Z Contractors, Inc.  
Company Name

 03/03/22  
Signature of Authorized Representative Date

Blake Zapczynski, President  
Print Name and Title

50500 Design Lane, Shelby Twp, MI 48315  
Address, City, State, Zip

586-625-8899 / bzap@z-contractors.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

## CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Z Contractors, Incorporated ("Contractor") a Michigan Corporation whose address is 50500 Design Lane, Shelby Township, Michigan 48315.

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 **Huron Parkway Bridge Capital Preventative Maintenance Repairs - RFP 22-09** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

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

### ARTICLE II - Definitions

**Administering Service Area/Unit** means **Public Services/Engineering**

**Project** means **RFP# 22-09 Huron Parkway Bridge Capital Preventative Maintenance Repairs Project**

**Supervising Professional** means the person acting under the authorization of the manager of the Administering Service Area/Unit. At the time this Contract is executed, the Supervising Professional is: **Nicholas S. Hutchinson, P.E.** whose job title is **City Engineer**. If there is any question concerning who the Supervising Professional is, Contractor shall confirm with the manager of the Administering Service Area/Unit.

**Contractor's Representative** means Blake Zaczynski whose job title is President.

### ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed in accordance with Detailed



Specification " Project Schedule" which specifies within ninety-four (94) 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:

Six hundred fifty-seven thousand, four hundred forty-six dollars and fifty-one cents (\$657,446.51)

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

#### **ARTICLE V - Assignment**

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

#### **ARTICLE VI - Choice of Law**

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

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

#### **ARTICLE VII - Relationship of the Parties**

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

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

#### **ARTICLE VIII - Notice**

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

#### **ARTICLE IX - Indemnification**

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


#### **ARTICLE X - Entire Agreement**

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

#### **ARTICLE XI – Electronic Transactions**

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

**FOR CONTRACTOR**

By   
Blake Zapczynski  
Its: President

FOR THE Christopher Taylor 05/16/2022

By Jacqueline Beaudry  
C 05/16/2022  
JACQUELINE BEAUDRY, CITY CLERK

By Jac  
Jan Milton Dohoney Jr  
Appr 05/06/2022  
MILTON DOHONEY JR., INTERIM CITY ADMINISTRATOR

By Brian D Steglitz  
Milt  
Cit 04/27/2022  
BRIAN STEGLITZ, PUBLIC SERVICES AREA ADMINISTRATOR

By \_\_\_\_\_  
Brian Steglitz, Interim  
Services Area Administrator

Akaur  
Appro 05/06/2022  
ATLEEN KAUR, CITY ATTORNEY  
PROXY SIGNED BY KMCDONALD

Kevin S. McDonald, Interim City Attorney

**PERFORMANCE BOND**

- (1) Z Contractors, Incorporated of 50500 Design Lane, Shelby Township, Michigan 48315 (referred to as "Principal"), and Great American Insurance Company, 301 E. Fourth Street, Cincinnati, OH 45202, 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 \$657,446.51, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled Huron Parkway Bridge Capital Preventative Maintenance Repairs, for RFP No. 22-09 and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 *et seq.*
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
  - (a) complete the Contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.
- (6) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.



**SIGNED AND SEALED** this 14th day of March, 2022.

Great American Insurance Company  
(Name of Surety Company)

By [Signature]  
(Signature)

Its Nicholas Ashburn, Attorney-in-Fact  
(Title)

Appro [Signature] 05/06/2022

ATLEEN KAUR, CITY ATTORNEY  
PROXY SIGNED BY KMCDONALD  
Kevin C. McDonald, Interim City Attorney

Z Contractors, Inc  
(Name of Principal)

By [Signature]  
(Signature) **BLAKE ZAPCZYNSKI  
PRESIDENT**

Its \_\_\_\_\_  
(Title of Office)

Name and address of agent:

Guy Hurley, LLC

989 E. South Boulevard, Suite 200  
Rochester Hills, MI 48307

**LABOR AND MATERIAL BOND**

- (1) Z Contractors, Incorporated of 50500 Design Lane, Shelby Township, Michigan 48315 (referred to as "Principal"), and Great American Insurance Company, 301 E. Fourth Street, Cincinnati, OH 45202, 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 \$657,446.51, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled Huron Parkway Bridge Capital Preventative Maintenance Repairs, for RFP No. 22-09; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

**SIGNED AND SEALED** this 14th day of March, 2022

Great American Insurance Company  
(Name of Surety Company)

By [Signature]  
(Signature)

Its Nicholas Ashburn, Attorney-in-Fact  
(Title)

Approved [Signature] 05/06/2022

ATLEEN KAUR, CITY ATTORNEY  
PROXY SIGNED BY KMCDONALD  
Kevin S. McDonald, Interim City Attorney

Z Contractors, Inc.  
(Name of Principal)

By [Signature]  
(Signature) **BLAKE ZAPCZYNSKI**  
**PRESIDENT**

Its \_\_\_\_\_  
(Title of Office)

Name and address of agent:

Guy Hurley, LLC  
989 E. South Boulevard, Suite 200  
Rochester Hills, MI 48307



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

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

## **Section 5 - Non-Discrimination**

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

## **Section 6 - Materials, Appliances, Employees**

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

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

Adequate sanitary facilities shall be provided by the Contractor.

## **Section 7 - Qualifications for Employment**

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

## **Section 8 - Royalties and Patents**

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

## **Section 9 - Permits and Regulations**

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

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

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

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

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



employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

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

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

## **Section 11 - Inspection of Work**

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

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

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

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

## **Section 12 - Superintendence**

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

## **Section 13 - Changes in the Work**

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be

executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

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

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

### **Section 14 - Extension of Time**

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

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

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

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

## **Section 15 - Claims for Extra Cost**

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section I3. No claim shall be valid unless so made.

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

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

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

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

## **Section 16 - Progress Payments**

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

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

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

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

## **Section 17 - Deductions for Uncorrected Work**

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

## **Section 18 - Correction of Work Before Final Payment**

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

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material

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

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

## **Section 19 - Acceptance and Final Payment**

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

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

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

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

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

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

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

## **Section 20 - Suspension of Work**

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the

written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

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

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

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

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

## **Section 22 - Contractor's Right to Terminate Contract**

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

## **Section 23 - City's Right To Do Work**

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

## **Section 24 - Removal of Equipment and Supplies**

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

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

## **Section 25 - Responsibility for Work and Warranties**

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

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

## **Section 26 - Partial Completion and Acceptance**

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

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

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

## **Section 27 - Payments Withheld Prior to Final Acceptance of Work**

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

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

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

## **Section 28 - Contractor's Insurance**

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of any work under this contract, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the required policies and endorsements. The certificates of insurance endorsements and/or copies of



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

Required insurance policies include:

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

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

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

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

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

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

- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute

with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and un-qualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), email address(es), and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which may be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.
- (4) Any Insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

## **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

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

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

## **Section 30 - Damage Claims**

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

## **Section 31 - Refusal to Obey Instructions**

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

## **Section 32 - Assignment**

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

## **Section 33 - Rights of Various Interests**

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

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

## **Section 34 - Subcontracts**

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

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

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

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

### **Section 35 - Supervising Professional's Status**

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

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

### **Section 36 - Supervising Professional's Decisions**

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

### **Section 37 - Storing Materials and Supplies**

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

### **Section 38 - Lands for Work**

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

### **Section 39 - Cleaning Up**

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

### **Section 40 - Salvage**

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

## **Section 41 - Night, Saturday or Sunday Work**

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

## **Section 42 - Sales Taxes**

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

**Section 43**

**CONTRACTOR'S DECLARATION**

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Past due invoices, if any, are listed below.



## **STANDARD SPECIFICATIONS**

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

Standard Specifications are available online:

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



## DETAILED SPECIFICATIONS

CITY OF ANN ARBOR  
NOTICE TO BIDDERS

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**Utility Coordination**

The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, or any other delay, will be determined based upon the General Conditions of the Contract, Section 14 – Extension of Time.

For protection of underground utilities, the Contractor shall call “MISS DIG” toll free at 1-800-482-7171 or call 811 a minimum of three (3) working days prior to excavation within the project limits. The Contractor must also notify utility owners who may not be part of the “MISS DIG” system.

The Contractor shall notify the City of Ann Arbor a minimum of three (3) days prior to beginning construction.

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.

**Work By Others**

During the life of this contract other public authorities and utility companies may be performing work within or adjacent to the project limits, including, but not limited to; utility relocations and adjustments; traffic control; street maintenance; etc. The Contractor shall cooperate and coordinate construction activities with these agencies in accordance with Section 104.08 of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

**Existing Utilities, Site Features, and Investigations**

The existing utilities structures, features, and site conditions above and underground are shown on the Contract Drawings from the best available information. These include, but are not limited to; pipelines, conduits, and the like.

It is the Contractor's sole responsibility to perform its own site investigations and research and to incorporate in its bid sufficient amounts for all utility coordination work. If any utilities, structures, features and/or site conditions are discovered or suspected by the Contractor to be different than shown on the plans, the Contractor is obligated to notify

CITY OF ANN ARBOR  
NOTICE TO BIDDERS

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the Engineer immediately in writing so an addendum may be issued and/or the bid date may be revised.

Agreements, Permits, Reports, and other Investigations and Information utilized in the development of the project are available for review by prospective bidders prior to submittal of their bid. Making this information available for review does not relieve the Contractor from the responsibility of performing its own site investigations, and the Contractor is responsible for any and all conclusions that are drawn from this data.

Electronic copies of the full versions of the available project documents can be obtained by contacting:

City of Ann Arbor Engineering  
301 E. Huron Street; P.O. Box 8647  
Ann Arbor, Michigan 48107-8647

Francisca Chan  
Project Manager  
(734) 794-6410 ext. 43701  
[fchan@a2gov.org](mailto:fchan@a2gov.org)

9:00 a.m. to 5:00 p.m. (only)

The Contractor's submittal of a bid shall be considered prima facie evidence that it has reviewed all available information and performed all needed investigations and that its bid contains the needed resources to complete the project for the lump sum and unit prices contained herein.

**EGLE Permit**

The required EGLE permit for work in the stream at the Huron Parkway Bridge is being obtained by the City of Ann Arbor and shall be provided to the Contractor prior to construction. The Contractor is responsible to comply with the terms of the permit when it is obtained.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**MAINTAINING TRAFFIC  
AND  
CONSTRUCTION SEQUENCING**

FIS:JD/AA

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**a. Description.** Maintain traffic according to Subsection 104.11 and Sections 812 and 922 of the MDOT 2012 Standard Specifications for Construction, including any Supplemental Specifications, the 2011 Edition of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), and as specified herein.

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

**b. Materials.** The materials and equipment shall meet the requirements specified in the sections designated of the MDOT 2012 Standard Specifications for Construction and all Detailed Specifications contained in these Contract Documents.

**c. Permits.** Prior to the start of construction, the Contractor shall obtain a "Right-of-Way" and a "Lane Closure" Permit from the City of Ann Arbor Engineering. The fees for these permits will be waived. The lane closure permit must be obtained at least 48 hours in advance of any proposed street or lane closing. The Contractor shall provide ample additional time in their work flow to allow for the submittal and processing of all required permits from the City and other governmental agencies.

**Work Restrictions.**

Sidewalk and Lane closures will be permitted as detailed in the project plans.

During the University of Michigan home football game weekends no work whatsoever will be permitted. All streets and sidewalks that can be opened shall be opened. Home football game weekends start at 3:30 p.m. on the Friday preceding the game and are considered to end at 7:00 a.m. the following Monday. In the event that the general public is not allowed to attend these home football games, this requirement will be waived by the Engineer.

During the Ann Arbor Art Fairs (the exact time of this event is not known at this time, but is expected to occur on, or about, July 21 through 23, 2021) road work and traffic

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interruptions will not be permitted. All streets and sidewalks that can be opened shall be opened. Work that will not interrupt traffic and that can be performed within established lane closures will be permitted. Trucking on or off site will not be permitted.

During the University of Michigan fall student move-in dates, road work and traffic interruptions will not be permitted. All streets and sidewalks that can be opened shall be opened. Work that will not interrupt traffic will be permitted. Trucking on or off site will not be permitted. The exact move-in dates are not known at this time but will be in late August or early September. The Contractor shall anticipate at least two days for the Fall student move-in and shall include this time in their construction schedule.

**Police and Fire.** The Contractor shall notify local police, fire departments, and emergency response units a minimum of three business days (72 hours) prior to the closure of any roads, or traffic shifts causing restricted movements of traffic or restricted access. This is typically done through the submittal of the Lane Closure permit. Thus, the timely submittal of this permit application should be considered an important and integral part of the project's work.

**Work Performed by City of Ann Arbor Signs and Signals Unit.** City of Ann Arbor Signs and Signals Unit will be responsible for adjustments to pedestrian signals at the intersections when sidewalk closures are in place. The Contractor shall coordinate with, and provide at least 72 hours (working days only, Monday through Friday) advance notice, to Signs and Signals personnel for these purposes.

**Maintenance of Traffic, General.** Unless otherwise indicated on the drawings, residential side streets shall not be closed to through traffic except during construction operations of short duration and only with written approval of the Engineer.

The Contractor shall not obstruct traffic lanes in any manner from 7:00 to 9:00 a.m. and from 3:30 to 6:00 p.m. At other times the temporary obstruction of traffic for loading and unloading of trucks will be permitted if the Contractor provides flag control in conformance with Part VI of the MMUTCD. During temporary obstructions, a minimum of two flaggers are required. The cost of flag control shall be included in the contract pay item "Traf Regulator Control".

Daily lane closures in accordance with City of Ann Arbor requirements will be permitted for select activities detailed in the Sequence of Construction. Obtain a "Lane Closure" permit for daily lane closures as detailed in the Permits section of this Detailed Specification. Daily

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lane closures shall be implemented using signs, cones, drums, lighted arrow boards, and other devices as required by the MMUTCD. The cost of daily lane closures shall be included in the contract pay item "Minor Traffic Devices, Max. \$\_\_\_\_\_".

The Contractor shall coordinate his operations with all Utilities and Contractors and/or sub-Contractors performing work on this and other projects within, or adjacent to, the Construction Influence Area (CIA).

**Maintenance.** A minimum of one (1) driveway shall be maintained at all times to all residences and businesses. Walks, driveways, and entrances to buildings shall not be blocked. Vehicular and pedestrian access shall be maintained to all properties.

Once work is initiated that includes any lane restrictions, that work shall be continuous until completed. A lack of work activity for more than one week will require the removal and replacement of lane restrictions at the Contractor's expense.

Changes or adjustments in the staging plans, temporary pavement markings, signs and maintaining traffic typicals provided may be necessary to field fit conditions as determined by the Engineer.

Maintain traffic in accordance with the maintaining traffic typicals contained herein, except as noted below. Changes or adjustments to the maintaining traffic typicals may be necessary to fit field conditions, subject to approval of the Engineer or as determined by the Engineer.

1. Utilize the following Maintaining Traffic Typical Details:

- A. M0020a L, D, and B Values
- B. M0240a
- C. M0250a
- D. M0340a

Ground driven sign supports for temporary signs shall be as shown on attached Typical Plan WZD-100-A. Refer to Traffic and Safety Special Detail WZD-125-E for portable supports.

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Fabricate, install, and remove temporary sign overlays on existing signs with the pay item for Sign, Type B, Temp, Prismatic, Furn. Attach the overlay in accordance with subsection 812.03.D.2 of the Standard Specifications for Construction.

**Signs and Pavement Markings.** When sidewalk closures are in place, the Contractor shall completely cover all conflicting warning, regulatory and guide signs in accordance with Section 812.03 of the Standard Specifications for Construction, 2012 edition, and all applicable details therein.

Removal of pavement markings on surfaces that will not be milled or overlaid must be performed by non-destructive, abrasive, methods as approved by the Engineer. The pavement marking removal must not scar the pavement that will remain in place. The Contractor has the option (at their expense) of provided 6" wide, black, Type R, pavement markings to completely cover the existing lane markings that will remain at the conclusion of the project's construction.

**Sequence of Construction.** This special provision does not detail all the project work. It is intended to indicate major project requirements and assist the Contractor in developing, for the review and approval of the Engineer, the Progress Schedule as outlined elsewhere in the contract documents.

The Contractor shall notify the Engineer a minimum of five (5) working days prior to the implementation of any pedestrian detours, or temporary lane closures. These detours or lane closures shall only be implemented with the approval of the Engineer. The Contractor shall also notify City of Ann Arbor Signs and Signals personnel regarding signal work as specified in the section entitled "Work Performed by City of Ann Arbor Signs and Signals."

All proposed work must be performed in accordance with the timing requirements of the Detailed Specification entitled "Project Schedule". Proposed work at each structure may take place in succession or concurrently in accordance with the restrictions specified in the Detailed Specification entitled "Project Schedule". Daily lane closures in accordance with City of Ann Arbor requirements will be permitted during mobilization, demobilization, and at other times as approved by the Engineer. Pedestrian detours for railing repairs and barrier rehabilitation work at Maiden Lane may take place at any time during the course of the project in accordance with the timing requirements as outlined in the Detailed Specification entitled "Project Schedule."

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The traffic control required by this Detailed Specification for work on Huron Parkway is based on the suggested sequence of operations described below and as shown on the drawings. The Contractor may request to use an alternate traffic control plan, however it must be approved in writing by the Engineer prior to its implementation. Place all traffic control devices in accordance with Section 812 and the MMUTCD. The Contractor is solely responsible for ensuring the proper placement and operation of all traffic control devices used on this project.

The following is a brief description of traffic control required during the proposed construction for each bridge:

On Huron Parkway Bridge (Structure 11074) over the Huron River

A. Stage 1:

1. Provide lane closures on southbound Huron Parkway and sidewalk closure.

B. Stage 2:

- a. Provide lane closures on northbound Huron Parkway and sidewalk closure.

C. Stage 3:

1. Provide a lane closure for interior lanes of southbound and north bound Huron Parkway.
2. Remove temporary traffic control devices and open road to full traffic operations.

**d. Measurement and Payment.** The estimated quantities for maintaining traffic is based on the maintenance of traffic plans. Any additional signing, traffic control devices, pavement markings, or the like required to expedite the construction, beyond that which is specified, shall be at the Contractor's sole expense.



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FOR  
**CERTIFIED PAYROLL COMPLIANCE AND REPORTING**

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**a. 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.

**b. 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.

**c. 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

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FOR  
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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.

**d. 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>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
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.

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DETAILED SPECIFICATION  
FOR  
HOURS OF WORK

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09/04/20

**a. General Restrictions.** Hours of work shall be as stated in the Ann Arbor City Code Title IX, Chapter 106, Pg. 9.13, Weekdays, Monday through Saturday, between the hours of 7:00 a.m. and 8:00 p.m.

**b. Exceptions.** The Contractor shall only perform work at night or on Sundays as required by the contract documents, unless there is a special need and the work is approved by the Engineer. All requests to work during off-hours shall be submitted to the Engineer for approval a minimum of three (3) working days prior to beginning the work.

**c. Method of Payment.** The costs of night work, whether required by the Contract or requested by the Contractor, shall not be paid for separately, but shall be considered included in the cost of the affected contract items (pay items).

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DETAILED SPECIFICATION  
FOR  
**GENERAL CONDITIONS, MAX. \$\_\_\_\_\_**

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**a. Description.** This work shall consist of performing all needed preparatory work and operations needed to begin the work of the project. All elements of this item of work are to be performed in accordance with the City of Ann Arbor Standard Specifications for Construction (current edition), as shown on the plans, and as directed by the Engineer.

**b. Materials.** None specified.

**c. Methods of Construction.** 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, material testing, inspection, and construction surveying and staking;
- Coordination of, and cooperation with, other contractors, agencies, departments, and utilities;
- Protection and maintenance of all existing utilities, including support, protection, capping, repair, replacement, connection or re-connection of existing pipes, and utilities damaged by the Contractor's operations;
- Maintaining and removing all soil erosion and sedimentation controls (as specified herein or as shown on project plans) for which no pay item exists;
- Maintaining the site, and all areas within the Construction Influence Area, in a well-graded and drained state at all times during the course of the project. De-watering and drainage of all excavations as required to maintain a stable, open hole;
- Temporary sheeting, bracing, and shoring of excavations in accordance with the applicable MIOSHA Standards;
- Maintaining driveway openings, sidewalks, bike paths, mail deliveries, and solid waste/recycle pick-ups. This includes the placement and maintenance of maintenance aggregate in driveway openings and across sidewalk ramps all as needed and as directed by the Engineer;
- Storing all materials and equipment off lawn areas;
- Temporary removal/re-location, storage, and re-installation/re-setting of existing street name, guide, and regulatory signs, mailboxes, newspaper tubes, etc. which conflict with the proposed construction;
- Coordination efforts to furnish the various required HMA mixtures as directed by the Engineer;
- Coordination efforts to furnish and operate various-size vehicles/equipment as directed by the Engineer

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- Furnishing and operating vacuum-type street cleaning equipment a minimum of once per week, or more frequently, if directed by the Engineer to prevent mud-tracking and fugitive dust issues;
- 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 in accordance with the applicable City of Ann Arbor Ordinances;
- Mobilization(s) and demobilization(s) of all needed materials, equipment, and personnel;
- Furnishing of all required informational submittals and material certifications for all needed materials and supplies incorporated into the project;
- The proper off-site disposal of all excavated materials and debris;
- Fencing to protect excavation over 1’ in depth during non-work hours. The fencing must be a minimum of 48” high, be constructed of orange HDPE material, and reasonably secured to prevent unwanted access;
- All miscellaneous and incidental items such as overhead, insurance, and permits; and,
- Meeting all requirements relating to Debarment Certification, Davis Bacon Act, and Disadvantaged Business Enterprise, and providing the necessary documentation.

**d. 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. This amount will not be increased for any reason, including extensions of time, extras, and/or additional work.

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FOR  
GENERAL CONDITIONS, MAX. \$ \_\_\_\_\_

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

**Contract Item (Pay Item)**

**Pay Unit**

General Conditions, Max. \$ \_\_\_\_\_ ..... 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 of Ann Arbor Standard Specifications for Construction and as modified by this Detailed Specification.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**PROJECT SCHEDULE**

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

The Contractor shall be furnished with 2 copies of the Contract, for their execution on, or about, Monday, March 21, 2022. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance Certificates, to the City by no later than April 1, 2022. City Council approval of the Construction Contract is expected Monday, May 16, 2022.

The City of Ann Arbor expects to provide the Contractor with a fully executed Contract on, or about, Monday, May 27, 2022 that will allow time to procure materials, organize the work effort, and hold the necessary start-up meetings.

The Contractor shall not begin the work of this project until suitable weather is available; Weather and Seasonal Limitations shall apply to all work tasks associated with this project. For schedule development purposes it is assumed that work on this project will begin on, or about, **June 13, 2022**. No work shall be done until contractor receives notice to proceed.

The hours of work shall be as stated in the Public Services Area Standard Specifications, Division I, Section 1F.

Sidewalk and Lane closures on Huron Parkway shall be limited to **80 consecutive calendar days**, unless approved by the Engineer. The open to traffic date should be **Friday, September 2, 2022**. Failure to meet this date will result in liquidated damages being assessed at a rate of **\$500/day**.

The work associated with performing any re-grading, topsoil placement, seeding, and removal of equipment ruts and associated damage that occurs to the areas surrounding the project work areas shall be performed on an on-going basis.

Any needed the final grading, topsoil placement, seeding and/or re-seeding, and mulch blanket placement shall be completed by the Final Completion Date of the project.

The entire work under this Contract including, but not limited to; all bridge repairs, permanent pavement marking placement; topsoil, seed, and mulch blanket placement; all final clean-up; the removal of any and all traffic control devices; and, any and all other work shall be completed by the **Final Completion** date of **Friday, September 16, 2022**.

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DETAILED SPECIFICATION  
FOR  
PROJECT SCHEDULE

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**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 the required overtime to complete the project within the specified number of calendar days and/or calendar date associated with this Contract. The Contractor shall submit authorization requests for any Sunday work that is desired to be completed a minimum of 3 working days in advance of the day of the proposed work. There will be no additional compensation due the Contractor for work performed on Sundays.

Prior to the start of any construction, including mobilization and staging, the Contractor shall submit a detailed progress schedule of work for the Engineer's review and acceptance. Work shall not start until a schedule is accepted in writing by the Engineer. The proposed schedule must fully comply with the scheduling requirements contained herein and in other Detailed Specifications. The Contractor shall update the accepted work schedule upon changes, and upon request by the Engineer, and present it to the Engineer within 7 days of said request or change.

Failure to complete the work by the specified Final Completion date as specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$900.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the Final Completion date as defined in this Detailed Specification.

Liquidated Damages will be assessed until the required work is completed and may be assessed concurrently at each location for which the work remains uncompleted. There will be no seasonal suspension of Liquidated Damages for the work of this contract.



**STUMP, CHEMICALLY-TREATED, UP TO 18 INCH 202A**

**CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
STUMP, CHEMICALLY-TREATED, UP TO 18 INCH**

FIS/JBD:COAA:MGN

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09/17/20

**a. Description.** This work consists of providing all labor, material, and equipment necessary to chemically treat stumps near the river's edge or within existing rip-rap adjacent to bridge sub-structure units. The removal of the associated tree shall be paid for separately. Furnish and apply herbicide in accordance with all federal, state, and local requirements. Any herbicide used shall be fully compatible for use near water.

**b. Materials.** The Contractor shall propose for the Engineer's review and acceptance a USDA approved herbicide that is fully compatible for use near water.

**c. Construction.** Perform all tree removal work in accordance with Section 202. Remove trees to a height no greater than 3-inches above the surface surrounding the stump(s) to be treated.

All herbicide products shall be applied by a state-licensed applicator in accordance with the manufacturer's recommendations and applicable federal, state, and local regulations.

After all trees and brush have been cut and removed, carefully apply the accepted herbicide to the exposed portion of the stump such that full contact is made with the exposed wood with as little overspray as possible. Engineer-accepted herbicide shall be applied in accordance with the time-frame as outlined in the herbicide's application guidelines in order to obtain a complete kill of the stump. Remove trees and treat the stumps with care to disturb as little riprap as possible. After chemically-treating the stump, replace disturbed riprap to match existing grade, if necessary.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the Contract Unit Price using the following Contract (Pay) Item:

<u><b>Contract Item (Pay Item)</b></u>	<u><b>Pay Unit</b></u>
Stump, Chemically-treated, Up to 18 inch .....	Each

**Stump, Chemically-treated, Up to 18 inch** shall be paid for in accordance with this detailed specification and shall include all labor, materials, and equipment costs to perform the work as outlined herein.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**EXPANSION JOINT COVER PLATE, MODIFIED**

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09/27/20

**a. Description.** This work shall include removing the existing sidewalk expansion joint cover plates, cleaning, applying slip-resistant coating as described herein, and replacing the cover plates after the slip-resistant coating has been applied.

**b. Materials.** Provide one of the following slip resistant coating systems:

1. Algrip  
Ross Technology Corp.  
104 N Maple Ave.  
Leola, PA 17540
2. Mebac # 3  
IKG  
1514 South Sheldon Road  
Houston, TX, 77015
3. Slipnot Grade 2, Steel  
W.S. Molnar Company  
2445 Beaufait St.  
Detroit, MI, 48207

If any existing hardware for the cover plates is deemed unusable by the Engineer, provide new hardware that matches the unusable hardware and meets the requirements of Section 908 of the 2012 Standard Specifications for Construction.

**c. Construction.** Remove the existing cover plates from the locations designated on the plans. If necessary, temporarily remove portions of the steel bridge railing in order to remove the existing expansion joint cover plates. Ensure that a hazardous situation is not created if railing sections are removed to facilitate the work. Place temporary railings or re-install the railing section(s) until such time as the treated expansion joint cover plates can be re-installed.

Existing hot-dip galvanizing shall be removed from the cover plates by acid pickling, and the steel shall be blast cleaned, if necessary, to achieve SSPC-SP-1 surface condition.

The approved slip-resistant surface shall be applied in the manufacturer's shop.

EXPANSION JOINT COVER PLATE, MODIFIED 706B

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
EXPANSION JOINT COVER PLATE, MODIFIED

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Apply the slip-resistant surface to steel substrate using an all metal plasma stream deposition process to bond the surface to the substrate, resulting in the primarily Martensitic steel surface having a random hatch matrix.

After the slip-resistant surface has been applied to the substrate, hot-dip galvanize the entire piece in accordance with ASTM A123.

Use the following limits during hot-dip galvanizing: when pickled in heated sulfuric acid solution, do not exceed 3 minutes immersion. When pickled in hydrochloric acid solution at ambient temperature, do not exceed 10 minutes immersion.

Do not apply slip-resistant surfacing to countersunk surfaces for countersunk bolts or other areas shown on the plans. Do not bend plates, bars, or shapes after the slip-resistant surface has been applied.

Replace defective or damaged slip-resistant surfaces as directed by the Engineer.

After the slip resistant coating has been applied, re-install the expansion joint cover plates and any removed portions of steel bridge railing.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the Contract Unit Price using the following Contract (Pay) Item:

**Contract Item (Pay Item)** **Pay Unit**

Expansion Joint Cover Plate, Modified ..... Foot

**Expansion Joint Cover Plate, Modified** will be measured to the limits shown in the plans. Payment shall include all labor, shipping, material, and equipment required to remove, clean, apply the approved slip-resistant coating, galvanize, and re-install the cover plates.

If removal of the existing bridge railing is necessary to remove and reinstall the cover plates all labor, material, and equipment costs shall be included in **Expansion Joint Cover Plate, Modified**, and will not be paid for separately.

Where a new cover plate is called for on the plans, the furnishing of the new expansion joint cover plate is to be paid for as **Expansion Joint Device, Cover Plate**. At this location(s) removal and disposal of the existing cover plate, application of the slip-

**EXPANSION JOINT COVER PLATE, MODIFIED 706B**

**CITY OF ANN ARBOR  
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FOR  
EXPANSION JOINT COVER PLATE, MODIFIED**

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resistant coating, galvanizing, and installation shall be included in **Expansion Joint Cover Plate, Modified.**

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**PORTLAND CEMENT CONCRETE FOR  
BRIDGE DECK JOINT REPLACEMENT**

FIS/JBD:COAA:MGN

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09/04/20

**a. Description.** This work consists of providing the Portland cement concrete mixture included in this Detailed Specification for use in partial depth concrete replacement around existing bridge sidewalk expansion joints. The Contractor will not be granted the option of using other concrete mixtures in lieu of the concrete mixture described in this Detailed Specification, unless otherwise specified on the plans. All work must be performed in accordance with the standard specifications, except as modified herein.

**b. Materials.** Concrete mixture must contain the following materials per cubic yard:

Mix Water (total) .....	282 lb
Net w/c Ratio .....	0.38
Portland Cement, Type I.....	658 lb
2NS Fine Aggregate, Dry .....	1475 lb
26A Coarse Aggregate, Dry.....	1519 lb
FA/TA* Ratio by Absolute Vol.....	0.50
Mid-Range (Type MR) Water Reducer...	mfg. rec.

\*FA/TA = Fine Aggregate to Total Aggregate ratio

Concrete air-entrainment and slump will be as follows:

Entrained Air.....	5.0 - 8.0%
Slump after addition of Water Reducer...	2-6 inches

Values are assumed for the fine aggregate (specific gravity of 2.64 and absorption of 0.95) and coarse aggregate (specific gravity of 2.72, absorption of 1.10, and unit weight of 89 lbs/ft<sup>3</sup>). The Contractor must make the necessary proportion adjustments for aggregate absorption and specific gravity and must submit the adjusted mix design to the Engineer a minimum of 5 working days prior to concrete placement.

Curing compound must be linseed oil based and must meet the requirements of Section 903.07.A of the Standard Specifications for Construction.

Insulating blankets, if needed, to protect the concrete must meet the requirements of Section 903.07.C of the Standard Specifications for Construction.

**c. Equipment.** Equipment shall meet the requirements of Section 712 of the Standard Specifications for Construction.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**PORTLAND CEMENT CONCRETE FOR  
BRIDGE DECK JOINT REPLACEMENT**

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**d. Construction.**

1. Temperature Limitations. Concrete may not be placed at air temperatures below 50° F, nor above 90° F. The top surface of the concrete must be covered with insulating blankets, having a minimum R Value specified in Table 706-1 of the Standard Specifications (Unlined Steel Forms), when the air temperature is below 60° F. All test specimens used for opening to traffic strength measurements must be cured in the same manner as the in-situ concrete. The insulating blankets must remain in place until immediately prior to opening to traffic.

2. Concrete Finishing and Texturing. The concrete surface must be finished and textured according to Sections 706.03.M.2 and 706.03.M.3 of the Standard Specifications for Construction.

3. Curing. Immediately after finishing and texturing, a heavy coating of curing compound must be applied to all exposed freshly placed concrete surfaces at a minimum rate of 1 gallon per 150 square feet of surface. The concrete surfaces must then be continuously cured with wet burlap. The burlap must be soaked in water for a minimum of 12 hours prior to its use. Plastic sheeting will then be securely placed over the burlap to protect the top surfaces from evaporation. Secure the plastic sheeting at all edges to ensure that it remains in full contact with the surrounding concrete to prevent moisture loss. If insulating blankets are used to protect the concrete, they must be securely placed over the plastic sheeting. The continuous wet cure must remain in place for 7 days, or until just prior to opening to traffic, whichever is later, as specified.

4. Opening to Traffic. The minimum concrete compressive strength of 2,000 psi must be attained prior to opening to traffic.

5. Strength Requirements. Strength requirements will be as specified in Table 701-1B of the Standard Specifications for Grade D concrete.

**e. Measurement and Payment.** The completed work, as described, will be measured and paid for at the Contract Unit Price using the following Contract (Pay) Item:

PORTLAND CEMENT CONCRETE FOR BRIDGE DECK JOINT REPLACEMENT 706C

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**PORTLAND CEMENT CONCRETE FOR  
BRIDGE DECK JOINT REPLACEMENT**

FIS/JBD:COAA:MGN

3 of 3

09/04/20

**Contract Item (Pay Item)**

**Pay Unit**

Conc, Sidewalk Joint Replacement .....Cubic Yard

**Conc, Sidewalk Joint Replacement** will be measured in cubic yards based on actual concrete placed as determined by automated batch ticket printouts. Deductions will be made for wasted or rejected materials. Payment for the completed work includes all labor, material, and equipment costs necessary for forming, placing, finishing, and curing the concrete according to the requirements of this Detailed Specification.

CITY OF ANN ARBOR  
 DETAILED SPECIFICATION  
 FOR  
**STEEL RAILING REPAIR**

FIS/JBD:COAA:MGN

1 of 1

09/27/20

**a. Description.** This work consists of removing, repairing damaged portions, and reinstalling the steel railing at the location shown on the plans (approximate Sta. 11+75 left of Huron Parkway Bridge).

**b. Materials.** Provide materials as specified in Sections 707 and 713 of the Standard Specifications for Construction.

**c. Construction.** Remove damaged railing segment in its entirety by unbolting from the adjacent railings, posts, and sidewalk anchors.

Save and reuse existing hardware (i.e. nuts and washers) for reattachment. If any existing hardware is deemed unusable by the Engineer, provide new hardware in accordance with Section 908.09C of the 2012 Standard Specifications for Construction.

Remove existing galvanization by acid pickling the entire railing section. Blast clean, if necessary, to achieve SSPC-SP-1 surface condition.

Replace bent picket with a new 3/4" x 3/4" x 18"± steel bar, shop welded into place with a 1/8" all-around fillet weld, top and bottom.

Hot-dip galvanize the entire railing segment in accordance with ASTM A123.

Replace repaired railing section using existing, or replacement hardware.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the Contract Unit Price using the following Contract (Pay) Item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Steel Railing Repair (SN 11074).....	Lump

Payment for **Steel Railing Repair** includes all labor, material, shipping, and equipment costs to remove the existing railing segment, clean the entire railing segment, remove and replace the damaged picket, re-galvanize the entire railing segment, provide new attachment hardware, if necessary, and re-install the railing segment.

Should any additional damage occur to the railing during the repair process, all costs associated with the additional repairs of the damaged railing shall be borne by the Contractor.



CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**FIELD REPAIR OF GALVANIZED COATING**

FIS/JBD:COAA:MGN

1 of 1

09/21/20

**a. Description.** This work consists of providing all labor, equipment, and materials necessary to clean the existing railings of the Huron Parkway Bridge over the Huron River, Geddes Avenue, and the MDOT railroad. The work shall consist of applying galvanizing repair material to portions of the existing galvanized structural steel bridge railing components as shown in the plans and as described herein.

**b. Materials.** Provide an organic zinc-rich coating containing a maximum of 221 gms/L VOC, as supplied, and at least 92% metallic zinc (ASTM D520, Type III), by weight, in the dried film, exhibiting galvanic, anti-corrosion protection to iron and steel, and conforming to Society for Protective Coatings Specification SSPC Paint 20, Type II, Level 1, Zinc Rich Coating and American Society for Testing and Materials Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings, ASTM A 780-01, and meeting the performance requirements of Specification SSPC Paint 29, Type II, Level 1, Zinc Dust Sacrificial Primer Performance-Based, Military Specification MIL-P-21035B, Paint High Zinc Dust Content, Galvanizing Repair (Metric) and Military Specification MIL-PRF-26915D, Primer Coating, For Steel Surfaces. Use ZRC 221 Cold Galvanizing Compound by ZRC Worldwide, or equal as approved by the Engineer.

The intention of this specification is to provide a hot-dip galvanizing repair material, not simply a zinc-rich primer intended for coating. Zinc-rich primers will not be accepted for use for this purpose.

**c. Construction.** Clean surfaces to SSPC-SP-1 condition. Apply two coats of the galvanizing repair material, allowing a minimum of 12 hours between each coat.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<u><b>Contract Item (Pay Item)</b></u>	<u><b>Pay Unit</b></u>
Field Repr of Damaged Galvanized Coating .....	Square Foot

**Field Repr of Damaged Galvanized Coating** will be paid for at the contract unit price based on the actual number of square feet of galvanized repair completed. Payment shall include all labor, material, and equipment required to perform the work as detailed herein.

**BRIDGE SLOPE PROTECTION REPLACEMENT 813B**

**CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
BRIDGE SLOPE PROTECTION REPLACEMENT**

FIS/JBD:COAA:MGN

1 of 1

09/27/20

**a. Description.** This work consists of replacing damaged grouted rip-rap slope protection at the north abutment of the Huron Parkway Bridge over the Huron River, Geddes Avenue, and the MDOT railroad (SN 11074) structure as directed by the Engineer.

**b. Materials.** All materials shall be in accordance with Section 813 of the Standard Specifications for Construction.

**c. Construction.** Remove damaged slope protection, place granular fill in voids as needed and compact, place geotextile liner where appropriate, replace slope protection in-kind and properly dispose of excess and un-used materials off-site.

Voids below the damaged slope protection must be filled with Granular Material Class II and compacted in place according to the standard specifications.

The locations where slope protection needs remedial measures performed will be as directed by the Engineer. Perform replacement work in accordance with Standard Plan B-102 Series and the standard specifications.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the Contract Unit Price using the following Contract (Pay) Item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Slope Protection, Replace.....	Square Yard

**Slope Protection, Replace** includes all labor, materials, and equipment necessary to remove and replace the slope protection as described. Placing and compacting fill in voids below the slope protection is included in this pay item and will not be paid for separately.

Damage to the slope protection caused by Contractor's operation will be repaired at the Contractor's expense as directed by the Engineer.

CITY OF ANN ARBOR  
DETAILED SPECIFICATION  
FOR  
**RIPRAP, MODIFIED**

FIS/JBD:COAA:MGN

1 of 1

09/27/20

**a. Materials.** The work shall be completed in accordance with Section 813 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, as shown on the plan sheets, and as modified herein.

The riprap shall be an Engineer-approved, consistent gray-colored, natural stone, or crushed limestone. The Contractor shall provide a sample of the stone to the Engineer for review. The use of broken concrete shall not be allowed under any circumstance.

**b. Measurement and Payment.** The completed work shall be paid for at the Contract Unit Price for the following Contract (Pay) Item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Riprap, Plain, Modified .....	Square Yard
Riprap, Heavy, Modified .....	Square Yard

**“Riprap, Plain, Modified”** and **“Riprap, Heavy, Modified”** shall be measured in place by the square yard and include all labor, materials, and equipment necessary to perform the work as specified above.

## APPENDIX

## FEDERAL WAGE RATES

"General Decision Number: MI20220001 01/21/2022

Superseded General Decision Number: MI20210001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge  
xxxxx  
and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally

applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

CARP0004-004 06/01/2019

REMAINDER OF STATE

	Rates	Fringes
CARPENTER ( Piledriver).....	\$ 27.62	20.59
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CARP0004-005 06/01/2018

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

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ELEC0017-005 06/01/2021

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 29.11	7.20+32%
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers.	\$ 42.55	7.20+32%
Journeyman Specialist.....	\$ 48.93	7.20+32%
Operator A.....	\$ 35.96	7.20+32%
Operator B.....	\$ 33.57	7.20+32%

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.  
 Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.  
 Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

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ENGI0324-003 06/01/2021

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:



	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 48.02	24.85
GROUP 2.....	\$ 49.02	24.85
GROUP 3.....	\$ 46.52	24.85
GROUP 4.....	\$ 47.52	24.85
GROUP 5.....	\$ 45.02	24.85
GROUP 6.....	\$ 46.02	24.85
GROUP 7.....	\$ 44.75	24.85
GROUP 8.....	\$ 45.75	24.85
GROUP 9.....	\$ 44.30	24.85
GROUP 10.....	\$ 45.30	24.85
GROUP 11.....	\$ 43.57	24.85
GROUP 12.....	\$ 44.57	24.85
GROUP 13.....	\$ 43.21	24.85
GROUP 14.....	\$ 44.21	24.85
GROUP 15.....	\$ 42.57	24.85
GROUP 16.....	\$ 39.37	24.85
GROUP 17.....	\$ 24.89	12.00
GROUP 18.....	\$ 28.38	12.00

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July,  
Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib  
400' or longer

GROUP 2: Engineer when operating combination of boom and jib  
400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib  
300' or longer

GROUP 4: Engineer when operating combination of boom and jib  
300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib  
220' or longer

GROUP 6: Engineer when operating combination of boom and jib  
220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib  
140' or longer

GROUP 8: Engineer when operating combination of boom and jib  
140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib  
120' or longer

GROUP 12: Engineer when operating combination of boom and jib  
120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber  
tired  
backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

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ENGI0324-004 06/01/2021

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS,  
EATON,  
HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON,  
MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,  
OTTAWA,  
ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE,  
KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 48.02	24.85
GROUP 2.....	\$ 44.75	24.85
GROUP 3.....	\$ 43.21	24.85
GROUP 4.....	\$ 39.37	24.85
GROUP 5.....	\$ 24.89	12.00
GROUP 6.....	\$ 28.38	12.00
AREA 2		
GROUP 1.....	\$ 48.02	24.85
GROUP 2.....	\$ 44.75	24.85
GROUP 3.....	\$ 43.21	24.85
GROUP 4.....	\$ 39.37	24.85
GROUP 5.....	\$ 24.89	12.00
GROUP 6.....	\$ 28.38	12.00

FOOTNOTES:

Crane operator with main boom and jib 300' or longer:  
\$1.50  
additional to the group 1 rate. Crane operator with main  
boom and jib 400' or longer: \$3.00 additional to the  
group  
1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of  
July,  
Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300',  
or  
220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or  
longer,  
Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer,  
Loader,  
Hoist, Straddle Wagon, Mechanic, Grader and Hydro  
Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump  
6" or  
over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

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ENGI0324-005 09/01/2021

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE,  
OAKLAND,  
ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Underground construction (including sewer))		
AREA 1:		
GROUP 1.....	\$ 37.63	24.85
GROUP 2.....	\$ 32.90	24.85
GROUP 3.....	\$ 32.17	24.85
GROUP 4.....	\$ 31.60	24.85
GROUP 5.....	\$ 23.15	12.05
AREA 2:		
GROUP 1.....	\$ 35.92	24.85
GROUP 2.....	\$ 31.03	24.85
GROUP 3.....	\$ 30.53	24.85
GROUP 4.....	\$ 30.25	24.85
GROUP 5.....	\$ 23.15	12.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper

(self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel-powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non-powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

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\* ENGI0324-006 06/01/2021

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE,  
ALCONA,  
ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY,  
BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN,  
CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON,  
EATON,  
EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT,  
HILLSDALE,  
HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA,  
JACKSON,  
KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER,  
LEELANAU,  
LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE,  
MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM,  
MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON,  
OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON,  
SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT,  
SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators: (AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 36.86	24.85
GROUP 2.....	\$ 30.13	24.85
GROUP 3.....	\$ 29.52	24.85
GROUP 4.....	\$ 29.40	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline

operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-

in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine

operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt);

Concrete

pump (3 in. and over); Roto-mill; Swinging boom truck (over

12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator;

Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

GROUP 2: Screening plant operator; Washing plant operator;

Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with attachment); Concrete Breaker; Wagon Drill Operator;



GROUP 4: Oiler; Fire tender; Trencher (service);  
 Flexplane  
 operator; Cleftplane operator; Boom or winch hoist truck  
 operator; Endloader operator \*under 1 yd. capacity);  
 Roller  
 Operator (other than asphalt); Curing equipment operator  
 (self-propelled); Power bin operator; Plant drier (6 ft.  
 wide or over); Guard post driver operator (power driven);  
 All mulching equipment; Stump remover; Concrete pump  
 (under  
 3-in.); Mesh installer (self-propelled); End dump; Skid  
 Steer.

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ENGI0324-007 05/01/2021

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC,  
 HOUGHTON,  
 IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE,  
 ONTONAGON  
 AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment		
(Steel Erection)		
Compressor, welder and forklift.....	\$ 35.90	24.60
Crane operator, main boom & jib 120' or longer.....	\$ 42.37	24.60
Crane operator, main boom & jib 140' or longer.....	\$ 42.67	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 43.26	24.60
Mechanic with truck and tools.....	\$ 41.50	24.60
Oiler and fireman.....	\$ 34.36	24.60
Regular operator.....	\$ 39.72	24.60

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\* ENGI0324-008 10/01/2020

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
 BARRY,  
 BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
 DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
 TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM,  
 IONIA,  
 IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON,  
 LUCE,  
 MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
 MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY,  
 MONROE,  
 MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON,  
 OSCEOLA,  
 OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW,  
 ST.  
 CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE,  
 TUSCOLA,  
 VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 35.37	14.31
GROUP 2.....	\$ 33.33	14.31

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV  
 system,  
 including remote in-ground cutter and other equipment  
 used  
 in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation  
 systems, water jettors and vacuum and mechanical debris  
 removal systems

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 33.48	24.85
GROUP 2.....	\$ 31.45	24.85
GROUP 3.....	\$ 30.35	24.85

SCOPE OF WORK: The construction, installation, treating and  
reconditioning of pipelines transporting gas vapors  
within  
cities, towns, subdivisions, suburban areas, or within  
private property boundaries, up to and including private  
meter settings of private industrial, governmental or  
other  
premises, more commonly referred to as ""distribution  
work,""  
starting from the first metering station, connection,  
similar or related facility, of the main or cross country  
pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6  
equivalent or larger), side boom (D-4 equivalent or  
larger), trencher(except service), endloader (2 yd.  
capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader  
(under  
2 yd. capacity), side boom (under D-4 capacity),  
backfiller, pumps (1 or 2 of 6-inch discharge or  
greater),  
boom truck (with powered boom), tractor (wheel type other  
than backhoe or front endloader). Tamper (self-  
propelled),  
boom truck (with non-powered boom), concrete saw (20 hp  
or  
larger), pumps (2 to 4 under 6-inch discharge),  
compressor  
(2 or more or when one is used continuously into the  
second  
day) and trencher(service).

GROUP 3: Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

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IRON0008-007 06/01/2021

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC,  
HOUGHTON,  
IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE,  
ONTONAGON  
AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts		
\$10,000,000 or greater.....	\$ 36.45	27.65
General contracts less than \$10,000,000.....	\$ 36.45	27.65

    Paid Holidays: New Year's Day, Memorial Day, July 4th,  
Labor  
    Day, Thanksgiving Day & Christmas Day.

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IRON0025-002 06/01/2021

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON,  
CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO,  
ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND,  
MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR,  
TUSCOLA,  
WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
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Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23).	\$ 24.26	22.11
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 25.48	23.11
IRONWORKER		
Ornamental and Structural...	\$ 36.77	29.03
Reinforcing.....	\$ 32.99	30.76

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 IRON0055-005 07/01/2021

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 31.25	26.90

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 IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
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IRONWORKER (Including  
pre-engineered metal building  
erector).....\$ 31.75 22.84

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IRON0340-001 06/19/2017

ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN,  
CHARLEVOIX,  
EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO,  
KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA,  
MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,  
OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

Rates Fringes

IRONWORKER (Including  
pre-engineered metal building  
erector).....\$ 24.43 24.67

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LAB00005-006 10/01/2020

Rates Fringes

Laborers - hazardous waste  
abatement: (ALCONA, ALPENA,  
ANTRIM, BENZIE, CHARLEVOIX,  
CHEBOYGAN, CRAWFORD, EMMET,  
GRAND TRAVERSE, IOSCO,  
KALKASKA, LEELANAU,  
MISSAUKEE, MONTMORENCY,  
OSCODA, OTSEGO, PRESQUE ISLE  
AND WEXFORD COUNTIES - Zone  
10)

Levels A, B or C.....\$ 17.45 12.75

class b.....\$ 18.64 12.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 16.45 12.75

class a.....	\$ 17.64	12.90
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 23.58	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 22.58	12.90
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)		
Levels A, B or C.....	\$ 21.80	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.80	12.90
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)		
Levels A, B or C.....	\$ 21.39	12.90
Work performed in conjunction with site		

<pre> preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 20.80 </pre>	12.90
<pre> Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6) Levels A, B or C.....\$ 25.64 Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 24.64 </pre>	12.90
<pre> Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7) Levels A, B or C.....\$ 24.20 Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 23.20 </pre>	13.80
<pre> Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEЕ COUNTIES - Zone 4) Levels A, B or C.....\$ 25.17 Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 24.17 </pre>	12.90
<pre> Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the </pre>	



city of Howell); AND  
WASHTENAW COUNTY - Zone 3)  
Levels A, B or C.....\$ 29.93 14.20  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 28.93 14.20  
Laborers - hazardous waste  
abatement: (MACOMB AND WAYNE  
COUNTIES - Zone 1)  
Levels A, B or C.....\$ 29.93 16.90  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 28.93 16.90  
Laborers - hazardous waste  
abatement: (MONROE COUNTY -  
Zone 4)  
Levels A, B or C.....\$ 31.75 14.90  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 31.75 14.90  
Laborers - hazardous waste  
abatement: (OAKLAND COUNTY  
and the Northeast portion of  
LIVINGSTON COUNTY bordered by  
Oak Grove Road on the West  
and M-59 on the South - Zone  
2)  
Level A, B, C.....\$ 29.93 16.90  
Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;  
Also, Level D.....\$ 28.93 16.90  
Laborers - hazardous waste

abatement: (SANILAC AND ST.  
 CLAIR COUNTIES - Zone 5)  
 Levels A, B or C.....\$ 25.75 16.35  
 Work performed in  
 conjunction with site  
 preparation not requiring  
 the use of personal  
 protective equipment;  
 Also, Level D.....\$ 24.75 16.35

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LAB00259-001 09/01/2021

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES  
 AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC,  
 BARAGA,  
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,  
 CHARLEVOIX,  
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
 DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
 TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM,  
 IONIA,  
 IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON,  
 LUCE,  
 MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,  
 MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY,  
 MUSKEGON,  
 NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA,  
 OTSEGO,  
 OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.  
 JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN  
 BUREN,  
 WASHTENAW AND WEXFORD COUNTIES

Rates Fringes

Laborers - tunnel, shaft and  
 caisson:

AREA 1  
 GROUP 1.....\$ 23.62 16.95  
 GROUP 2.....\$ 23.73 19.95  
 GROUP 3.....\$ 23.79 16.95

GROUP 4.....	\$ 23.97	16.95
GROUP 5.....	\$ 24.22	16.95
GROUP 6.....	\$ 24.55	16.95
GROUP 7.....	\$ 17.83	16.95
AREA 2		
GROUP 1.....	\$ 25.15	12.95
GROUP 2.....	\$ 25.24	12.95
GROUP 3.....	\$ 25.34	12.95
GROUP 4.....	\$ 25.50	12.95
GROUP 5.....	\$ 25.76	12.95
GROUP 6.....	\$ 26.07	12.95
GROUP 7.....	\$ 18.34	12.95

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track,

tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LAB00334-001 09/01/2021

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1.....	\$ 23.47	16.95
GROUP 2.....	\$ 23.58	16.95
GROUP 3.....	\$ 23.63	16.95
GROUP 4.....	\$ 23.71	16.95
GROUP 5.....	\$ 23.77	16.95
GROUP 6.....	\$ 21.22	16.95
GROUP 7.....	\$ 17.84	16.95
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1.....	\$ 24.80	12.95
GROUP 2.....	\$ 24.91	12.95
GROUP 3.....	\$ 25.03	12.95
GROUP 4.....	\$ 25.10	12.95

GROUP 5.....	\$ 25.25	12.95
GROUP 6.....	\$ 22.55	12.95
GROUP 7.....	\$ 19.19	12.95
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 22.99	12.95
GROUP 2.....	\$ 23.13	12.95
GROUP 3.....	\$ 23.25	12.95
GROUP 4.....	\$ 23.30	12.95
GROUP 5.....	\$ 23.44	12.95
GROUP 6.....	\$ 20.74	12.95
GROUP 7.....	\$ 17.89	12.95
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES:		

GROUP 1.....	\$ 22.02	12.95
GROUP 2.....	\$ 22.15	12.95
GROUP 3.....	\$ 22.26	12.95
GROUP 4.....	\$ 22.33	12.95
GROUP 5.....	\$ 22.45	12.95
GROUP 6.....	\$ 19.67	12.95
GROUP 7.....	\$ 18.01	12.95
ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:		
GROUP 1.....	\$ 22.24	12.95
GROUP 2.....	\$ 22.38	12.95
GROUP 3.....	\$ 22.51	12.95
GROUP 4.....	\$ 22.56	12.95
GROUP 5.....	\$ 22.61	12.95
GROUP 6.....	\$ 19.99	12.95
GROUP 7.....	\$ 18.10	12.95

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental

work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

#### OPEN CUT LABORER CLASSIFICATIONS

##### GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

##### GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit

television inspection, pipe cleaning and pipe relining work  
and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LABO0465-001 06/01/2021

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

Rates

Fringes



LABORER (AREA 1)

GROUP 1.....	\$ 30.52	13.45
GROUP 2.....	\$ 30.65	13.45
GROUP 3.....	\$ 30.83	13.45
GROUP 4.....	\$ 30.91	13.45
GROUP 5.....	\$ 31.12	13.45
GROUP 6.....	\$ 31.42	13.45

LABORER (AREA 2)

GROUP 1.....	\$ 26.92	12.90
GROUP 2.....	\$ 27.12	12.90
GROUP 3.....	\$ 27.36	12.90
GROUP 4.....	\$ 27.71	12.90
GROUP 5.....	\$ 27.58	12.90
GROUP 6.....	\$ 27.92	12.90

LABORER (AREA 3)

GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

LABORER (AREA 4)

GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure

grouting; bridge pin and hanger removal; material recycling

laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender(including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric

tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw

operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders;

guard rail builders; highway and median barrier installer;

earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

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LAB01076-005 04/01/2021

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 23.92	12.95
Zone 2.....	\$ 22.22	12.95
Zone 3.....	\$ 20.35	12.95
Zone 4.....	\$ 19.77	12.95
Zone 5.....	\$ 19.75	12.95

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

- Zone 1 - Macomb, Oakland and Wayne
- Zone 2 - Monroe and Washtenaw
- Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair
- Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft
- Zone 5 - Remaining Counties in Michigan

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PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY

(east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

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PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

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PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of

Barton, Big Prairie, Brooks, Croton, Ensley, Everett,  
 Goodwell,  
 Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY;  
 OTTAWA  
 COUNTY (except the townships of Allendale, Blendone,  
 Chester,  
 Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port  
 Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath,  
 Hopkins,  
 Laketown, Leighton, Manlius, Monterey, Overisel, Salem,  
 Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66);  
 KENT,  
 MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of  
 Barton, Big Prairie, Brooks, Croton, Ensley, Everett,  
 Goodwell,  
 Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY  
 (south  
 of Hwy. #10); OTTAWA COUNTY (Townships of Allendale,  
 Blendone,  
 Chester, Georgetown, Holland, Jamestown, Olive, Park,  
 Polkton,  
 Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.  
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PAIN1011-003 06/02/2021

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC,  
 HOUGHTON,  
 IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE,  
 ONTONAGON  
 AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 26.71	14.38

FOOTNOTES: High pay (bridges, overpasses, watertower): 30  
 to  
 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30  
 per hour additional.

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 PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR,  
 SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour  
 additional.  
 Work with any hazardous material: \$1.00 per hour  
 additional. Sandblasting, steam cleaning and acid  
 cleaning:  
 \$1.00 per hour additional. Ladder work at or above 40  
 ft.,  
 scaffold work at or above 40 ft., swing stage, boatswain  
 chair, window jacks and all work performed over a falling  
 height of 40 ft.: \$1.00 per hour additional. Spray gun  
 work, pick pullers and those handling needles, blowing  
 off  
 by air pressure, and any person rigging (setting up and  
 moving off the ground): \$1.00 per hour additional.  
 Steeplejack, tanks, gas holders, stacks, flag poles,  
 radio

towers and beacons, power line towers, bridges, etc.:  
 \$1.00  
 per hour additional, paid from the ground up.

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 PAIN1803-003 06/01/2019

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX,  
 CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE,  
 GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU,  
 MANISTEE,  
 MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES;  
 OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE  
 ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial		
plants.....	\$ 25.39	14.68
All other work, including maintenance of industrial plant.....	\$ 25.39	14.68

FOOTNOTES: Spray painting, sandblasting, blowdown  
 associated  
 with spraying and blasting, water blasting and work  
 involving a swing stage, boatswain chair or spider: \$1.00  
 per hour additional. All work performed inside tanks,  
 vessels, tank trailers, railroad cars, sewers, smoke  
 stacks, boilers or other spaces having limited egress not



including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

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PLAS0514-001 06/01/2018

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
SAGINAW,  
WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC,  
BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,  
CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW,  
LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST.  
JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.47	13.81
ZONE 2.....	\$ 29.97	13.81

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PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY,  
BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM,  
IONIA,

IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON,  
 LUCE,  
 MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
 MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY,  
 MONROE,  
 MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON,  
 OSCEOLA,  
 OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW,  
 ST.  
 CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE,  
 TUSCOLA,  
 VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline: Welding in conjunction with gas distribution pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

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 TEAM0007-004 06/01/2020

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC,  
 BARAGA,  
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,  
 CHARLEVOIX,  
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
 DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
 GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
 IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
 KEWEENAW,  
 LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
 MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
 MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
 ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
 ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.  
 CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
 WASHTENAW  
 AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys.....	\$ 28.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.80	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 27.90	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 28.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.90	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b

Footnote:

- a. \$47.70 per week
- b. \$68.70 daily

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TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC,  
 BARAGA,  
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,  
 CHARLEVOIX,  
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
 DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
 GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
 IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
 KEWEENAW,  
 LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
 MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
 MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
 ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
 ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST.

CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR,  
WASHTENAW  
AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July,  
 Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing,  
 grading, sewers, utilities and improvements; also including  
 but not limited to, tunnels, underground piping, retention,  
 oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction.

Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 20.30	12.90
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 18.02	12.90
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 27.07	12.90
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 24.36	12.90
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 24.02	12.90
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 21.62	12.90

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),



a survey rate (weighted average rate) or a union average rate  
(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"