

PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 25-01

2025 MISCELLANEOUS UTILITY PROJECTS

City of Ann Arbor
Public Services / Engineering



Due Date: January 21, 2025 by 11:00 a.m. (local time)

Issued By:

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

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ADDENDUM No. 1

RFP No. 25-01

2025 Miscellaneous Utility Projects

Due Date: January 21, 2025 by 11:00 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 a total of 98 pages.**

The Proposer is to acknowledge **receipt of this Addendum No. 1 by signing and submitting attachment B**, 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 their 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
<u>New Content</u>	
Add#1-8 – 12	Pre-Proposal Meeting Minutes and attendance
High Production Undercutting, DS 22	Added pay item
S Fifth Ave Soil Borings	Soil borings SB-2025-042 – 044

Replace

2024 Public Services
Standard Specifications

2025 Public Services Standard Specifications

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

Complete Record of Changes between 2024 and 2025 Standards

Schedule of Pricing,
15 – 18

(The bid form was
included twice in error,
use the bid form
provided in Add. 1)

Modifications to pay items and quantities highlighted

Removed Item:

08010.00 Aggregate Base Course, 21AA, CIP

New Item:

03022.70 DS_High Production Undercutting

0603.04 Storm Sewer Tap, 12 In. Dia.

Quantity change:

08010.03 Aggregate Base, 8 In., 21AA, CIP

02000.01, 020000.02 and 02020.00 contingency quantity added

Project Schedule and
Payment, DS 1 – 3

Harding Rd Project time limit updated

Grading, DS 5 – 6

Scope of work clarified

Locate Sanitary Leads,
DS 7 – 8

Measurement clarified

Utility Structures, DS 9

High-Capacity Inlet cover specified

Replace Plan Set in its
entirety
Sheet 1 – 52

Sheet 11: Trench width narrowed

Sheet 13 and 15: Curb drain trench updated to include aggregate
base

Sheet 25: Hatching removed from profile (CAD error)

Sheet 40: R-112 and associated storm sewer removed

Sheet 50: North arrow and note updated, typical trench detail added

Sheet 51: Valve callout updated

II. QUESTIONS AND ANSWERS

The following question has been received by the City. The response is being provided in accordance with the terms of the RFP. Bidders are directed to take note of the following questions and City responses in their review of the RFP as they affect work or details in other areas not specifically referenced here.

Question 1: If a new storm sewer requires a tap, will that be paid for separately?

Answer 1: Yes, if a new penetration is needed, a storm tap will be paid, this line item has been added to the bid. If the new pipe invert is within 6 inches of the old pipe invert, the existing penetration can be reused, and a new tap will not be paid.

- Question 2: Will all aggregate base under the proposed curb be paid for as 8", 21AA, CIP?
- Answer 2: Yes, the 6 inches of base under curb is paid for at 8 inches. "Aggregate Base, 6 In., 21AA, CIP" is reserved for under driveway approaches, where all the base is 6 inches.
- Question 3: Will the sanitary and storm pipe called for abandonment require flow fill or will bulkheads be acceptable?
- Answer 3: Per the standard specification, abandoned sanitary and storm pipes must be flow filled or completely removed. In either case, any remaining manhole penetration must be bulkheaded, which is included in the line item.
- Question 4: Please verify the frame/grate/back to be used for the high-capacity inlets.
- Answer 4: Use 7035Z frame with 7030 T1 hood and 7030 M2 grate for high-capacity inlets. This was updated in the Utility Structures Detailed Specification.
- Question 5: What is the difference between "Project Clean-up and Restoration" and "Turf Establishment"?
- Answer 5: "Project Clean-up and Restoration" includes project clean up as described in the standard specification and restoration of all disturbed areas behind curb including laydown areas. Topsoil and grass seed shall be placed where grass is currently, and topsoil shall be left unseeded where no grass is currently (garden beds, for example). "Turf Establishment" includes topsoil and grass seed in an area that is currently impervious surface. The Harding/Wallingford intersection is the area measured for "Turf Establishment".
- Question 6: Will the locating sanitary item be used to pay for exploratory excavation?
- Answer 6: No, the Locate Sanitary Sewer Leads line item is to locate and mark the leads in the field since they are not marked with the standard Miss Dig system. It is also so the leads on Harding can be found to verify the design. Exploratory Excavation is used when a utility needs to be located. There is a contingency quantity for Exploratory Excavation in the bid.
- Question 7: Does the payment for DS_ Locate Sanitary Sewer Leads include the existing sanitary main line? Can consideration please be given to making the special provision of locating the existing sanitary laterals as an allowance?
- Answer 7: The detailed specification for Locate Sanitary Sewer Leads was updated and the measurement was clarified. The unit will remain per linear foot. The two leads on Harding must be located and depths must be estimated. The leads on Glastonbury, Weldon, and Fifth are to be located for the benefit of the contractor, if any cannot be televised or located, they may be skipped, however, the

contractor shall take extra care in the trench to not damage the lead.

Question 8: If more removal quantity is needed to dig the sanitary trench on Morton, will the additional quantity for removal and replacement be paid?

Answer 8: The contractor shall try to limit disturbances to the limits shown on the plans, if this is not possible, this should be discussed with the Engineer. If the removals are discussed and a new plan is approved by the Engineer prior to work, the removal and replacement quantities will be paid for under the unit prices. If the extra quantity is not discussed, or the contractor accidentally causes damage that requires repair, the extras will not be paid. Note: Project Cleanup and Restoration (which pays for the restoration of the disturbed area behind the curb) is paid for by lump sum and this will not be adjusted for minor quantity changes.

Question 9: Will both natural and limestone MDOT Class II material be acceptable for this project?

Answer 9: Yes, natural or limestone granular material meeting MDOT Class II gradation will be accepted.

Question 10: Will crushed limestone meeting MDOT 6A gradation be acceptable for this project?

Answer 10: Yes, crushed limestone meeting MDOT 6A gradation will be accepted.

Question 11: Will you be adding a "High Production Undercuts" line item in the addendum and what is the process to figure out if that will be used?

Answer 11: Yes, a "High Production Undercut" line item was added to the bid. The quantity for "Earth Excavation" and "Aggregate Base, 8 in., 21AA, CIP" was also amended. The undercut process for Glastonbury and Weldon will be: complete the removals as shown on the plans and proof roll the remaining course; the Engineer will then determine if undercuts are needed and the limits of such.

Question 12: When will the Harding/Wallingford intersection be re-designed?

Answer 12: The design should be done by the end of March. The public engagement meeting is in February and the final design will be after that.

Question 13: Will the corporation have to be removed for the 1.25" water main abandonment at Harding Rd and Wallingford?

Answer 13: Expose the main at the corporation(s) to be abandoned and shut off the corporation. Cut the lead no more than one (1) foot past the corporation and kink the lead.

Question 14: When will dye testing be complete for the three houses on Harding?

- Answer 14: Dye testing was completed January 7, 2025, a full report will be provided to the awarded contractor.
- Question 15: Will the sanitary sewer system be required to be tested 30 days after installation and will that count against the contract time?
- Answer 15: Yes, the sanitary sewer must be tested 30 days after installation. The contract time was updated in the Project Schedule and Payment Detailed Specification.
- Question 16: Are the existing sanitary services on Mortan tied into proposed sanitary as it is installed?
- Answer 16: No, the leads may not be connected until after the new main and leads are tested, at least 30 days after installation. The cost of the excavation, backfill and lead connection should be included in the unit price for 6 In., SDR 26 PVC Sanitary Service Lead, SD-TD-2.
- Question 17: How are the elevations to be established for the sanitary laterals? Will a sonic reading and a ground elevation be required?
- Answer 17: The Detailed Specification for Locating Sanitary Leads was updated and is attached to this Addendum. The elevation of the leads is not required, the contractor shall determine the estimated **depth** of the lead relative to the ground surface as specified.
- Question 18: What will be the required deliverable for locating the sanitary laterals? Are depths of the laterals required to be established for all project areas?
- Answer 18: The Detailed Specification for Locating Sanitary Leads was updated and is attached to this Addendum. The deliverables are listed for each are listed. The videos shall be provided for all locations. If depths are required, a table of the recorded depth at each location shall be provided and the locations should be marked in the field.
Note: Depths are not required for Weldon Blvd, Glastonbury Rd, and Fifth Ave, however, the contractor may gather depths for their own use.
- Question 19: What are the bidding contractors to assume for the sanitary service connections for 1520, 1510 and 1521? Will they be connected to an existing service and tied in with the new main or left as a stub? Will vertical risers be required?
- Answer 19: The locations of the service wyes will depend on the location of the leads, which is why they are to be located 30 days prior to work. Slight design changes may be implemented via a change order after the leads are located. If the existing lead is in the ROW and accessible, the contractor will be directed to connect the lead to the main. If a lead is not in the ROW, and for 1520 Harding, a stub shall be left, with no riser, within 5 feet from the ROW. Contractors shall bid the project with the service wyes as shown, with no riser, and the lead extended to the front of the sidewalk; do not include sidewalk removal.

- Question 20: Is bypass pumping required for the sanitary installation?
Answer 20: Bypass pumping is the responsibility of the contractor as stated on Sheet 21. A pumping plan shall be provided to the Engineer. The contractor should try to minimize pumping as much as possible. The existing sanitary sewer on Morton serves 9 single family homes up stream of manhole 71-69776; the flowrate is unknown. The sewer is allowed to be plugged temporarily and the capacity of the existing pipe may be utilized as long as this is documented in the bypass pumping plan and the contractor monitors the depth of flow and prevents backups.
- Question 21: Due to the depth of the of the proposed sanitary sewer on Morton, and the existing sanitary manhole 71-69776, S-2 will need to be moved farther away to facilitate construction.
Answer 21: A trench box should be used to install the new sanitary main as close to the existing main as possible. The sewer may be moved in the field slightly if necessary for construction. The intent was that 71-69776 be removed and a temporary sewer be installed in its place to accommodate S-2.
- Question 22: Will the maintenance aggregate, paid for as "Aggregate Base Course, 21AA, CIP" only be used for Fifth Ave or will it be paid for on all streets to maintain traffic?
Answer 22: This was meant for Fifth Ave to be placed on top of the 8-inch base to make a drivable surface flush with the pavement, **however, this is included in General Conditions, Max _____ and has been removed from the project.** See the updated Fifth Street plan sheets. At least one lane of Fifth Ave and all driveways must remain open to traffic. All other roads must stay open to local traffic. It is means and methods how this is done. Other materials, i.e. millings, surplus existing base, or steel plates may be used to maintain a drivable surface, or the new aggregate base may be ramped, so it is drivable, but sand is not considered drivable.
- Question 23: It is noted the S Fifth Ave removals, water, storm, and aggregate base will be performed under this contract with all remaining work to be completed by the Resurfacing Project. Will this contract be considered complete once the plan aggregate base and required maintenance aggregate is installed? Is the Resurfacing Project responsible for the removal and final grading of the aggregate base prior to concrete and asphalt pavement work?
Answer 23: S Fifth Ave will be considered complete when underground work is complete, the aggregate base is installed and accepted, and the road is left with a drivable surface. The Resurfacing Project will remove any maintenance aggregate prior to paving. This work must be coordinated with the Resurfacing Project so that project is aware of necessary removals.
- Question 24: Can the existing and proposed cross section for S Fifth Ave be provided?

Answer 24: S Fifth Ave consists of utility trenches, an existing cross section was not developed, however, the soil borings are provided in this Addendum. A proposed trench detail is provided on the updated Fifth Ave plan sheets.

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

Pre-Proposal Meeting Minutes **2025 Miscellaneous Utility Projects** **Dec 19, 2024 via Microsoft Teams**

Attendance sheet attached

Updated information, clarification, and additional information not stated in the pre-proposal meeting is shown in bold.

- I. City Introductions
 - a. Project Manager – Tracy Anderson
 - b. Inspection TBD
 - c. Construction Staking – City of Ann Arbor
- II. Project Overview
 - a. Work components
 - i. Harding
 - 1. Water main installation
 - 2. Sanitary sewer installation
 - a. A new sanitary sewer will be installed on Harding to serve 1510, 1520, and 1521 Harding.
 - b. The City is in the process of dye testing these residents to determine what main they connect to. This information will be provided.
 - c. **Test the sanitary sewer per City standard, 30 days after installation.**
 - 3. Storm sewer replacement
 - 4. Wallingford/Harding intersection reconfiguration
 - a. This will be redesigned with a slightly different angle and be submitted as a change order. The same pay items will apply.
 - 5. Road resurfacing
 - a. Morton is in good condition, so limit the pavement and curb removal.
 - 6. Notes:
 - a. Use a trench box to reduce curb and tree removal.
 - b. There are no utilities in Harding currently.
 - ii. Weldon and Glastonbury
 - 1. Water main replacement
 - 2. Curb drain installation
 - a. Curb drain will be installed where necessary for sump pump connection.
 - b. Curb drain may be removed from the project in places where it is not needed.
 - c. Curb drain on the north side of Weldon between Covington and Barrington will be moved into the road, within the water main trench. Subbase and aggregate base above these trenches will be paid for once.
 - 3. Road resurfacing

- a. The asphalt is currently 'overlaid' over the gutter pan. It will be re-paved to the EOM.

iii. S Fifth

- 1. Concrete underlaid road
 - a. Remove what is needed for water main and storm sewer trenches.
 - b. Soil borings provided in addendum.
- 2. Water main replacement
- 3. Storm sewer replacement
- 4. Coordinate with 2025 Resurfacing Project
 - a. Do not replace curb or asphalt
 - b. Place 6 inches of aggregate on top of 8" aggregate base to maintain traffic. To be paid for as "Aggregate Base Course, 21AA, CIP".

UPDATE: Aggregate Base Course, 21AA, CIP was mistakenly included and was removed from bid, maintenance aggregate is included in General Condition, Max ____.

- b. Engineer's estimate - \$3.8M

III. General Items

- a. Standard Specifications – 2024
 - i. Tracer wire
- b. Detailed Specifications
 - i. Schedule and Payment
 - 1. Fifth street must be completed by May 30, and must be coordinated with the Resurfacing Project. This will be awarded after this project.
 - ii. Grading
 - 1. Resident notification described
 - 2. No trash allowed in trenches
 - 3. High production proof roll will be a line item.
 - 4. Roadway grading includes proof roll of course to remain. Undercutting or high production undercutting will be determined after proof roll.
 - iii. Locate Sanitary Leads
 - 1. CCTV must be completed on Harding 30 days before construction so the sanitary sewer design can be verified.
 - 2. Glastonbury, Weldon and Fifth, leads must be located since they are not located with Miss Dig.
 - 3. This will be updated to clarify that the measurement.
 - iv. Curb Drain
 - 1. Curb drain will be open cut operation using SDR 26 pipe.
 - 2. Install a wye and stub for each house, location will be determined in the field.
 - 3. Put a bend on the end and add a buried cleanout in the greenbelt.
 - v. Excavate and Backfill for Water Service Tap and Leads
 - 1. Share a trench where possible.

2. The length of the long service will be paid when a trench is shared, minimum 5 feet.
- vi. Water main abandonment
 1. Curb box abandon was added for Harding Road
 2. Each road is paid for separately and will be paid when the entire main is abandoned.
- vii. HMA Acceptance
- c. Misc. construction items
 - i. Wallingford/Harding intersection will be re-designed and implemented via a change order
 1. The public engagement meeting is scheduled in February, the final design will be after that.
 - ii. Curb drain will be installed where needed
 1. This is still being determined
 - iii. Save trees where possible
 1. Catch basin replacements that are near trees will be abandoned in place and a new structure will be installed further away from the tree.
- d. Accessibility
 - i. Must maintain local traffic
 1. Backfill with 21AA – will not be paid for as aggregate base until base is complete.
 2. Must maintain a drivable surface. 21AA does not have to be used, millings or existing base may be used.
 - ii. Fifth Ave MOT by Resurfacing
 - iii. The contractor will be responsible for making sure that resident trash, recycling and compost bins are able to be picked up weekly. This may include moving them to and from a location that the waste collection truck is able to access them. This cost is incidental to General Conditions.
 1. Garbage day is:
 - a. Monday – Fifth Ave
 - b. Tuesday – Harding
 - c. Thursday – Weldon and Glastonbury
 - iv. Mail service is walked door to door. Contractor shall ensure that USPS has sufficient space to pass to make their daily deliveries.
- e. Davis Bacon Wage Decisions
 - i. 10 days before proposals are due
- f. Addendum
 - i. Answer all questions received
 - ii. Pre-proposal meeting minutes
 - iii. Updated bid form
 1. Updated excel file can be provided
 - iv. Minor plan clarifications/details (if required)

IV. Project Schedule

- a. Written Questions due Monday, January 6, 2025, by 5:00PM
- b. Addendum anticipated by Friday, January 10, 2025
- c. Proposal Due, January 21, 2025, by 11:00AM
- d. Anticipated Council Award, March 3, 2025
- e. Construction Start, April 28, 2025

- V. Questions
See questions and answers in Addendum 1.

Notes by:

Tracy Anderson, PE

Tanderson@a2gov.org

Summary

Meeting title	2025 Misc. Utility Project Pre-proposal Meeting
Attended participants	8
Start time	12/19/24, 9:47:58 AM
End time	12/19/24, 10:51:46 AM
Meeting duration	1h 3m 47s

Participants

Name	Email	Organization
Anderson, Tracy	TAnderson@a2gov.org	Ann Arbor
John Niemiec (External)	jniemiec@mackenzieco.com	Mackenzie Co
Angelia Chappell (External)	angie.chappell@lgccorp.com	LGC Global
Jennah (Unverified)		Fonson Company
Monisha Govindaraju (External)	monisha.govindaraju@lgccorp.com	LGC Global
Ryan Hittle, ICC (Unverified)		Inner City Contracting
Meghana Varakala (External)	meghana.varakala@lgccorp.com	LGC Global
Ben Spada (External)	bspada@diponiocontracting.com	Diponio Contracting

E. Schedule of Pricing/Cost – 20 Points

Company: Bailey Excavating, Inc.

Project: 2025 Miscellaneous Utility Projects

File #: 2024-006

RFP#: 25-01

ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
General					
01000.00	General Conditions, Max. \$140,000	LS	1	\$ 140,000.00	\$ 140,000.00
01001.00	Project Supervision, Max. \$70,000	LS	1	\$ 70,000.00	\$ 70,000.00
01002.00	Project Clean-Up and Restoration	LS	1	\$ 50,000.00	\$ 50,000.00
01003.00	Digital Audio Visual Coverage	LS	1	\$ 3,246.18	\$ 3,246.18
01004.00	Allowance for Unforeseen Conditions	Dlr	40,000	\$ 1.00	\$ 40,000.00
01021.00	Erosion Control, Inlet Protection, Fabric Drop	Ea	44	\$ 111.60	\$ 4,910.40
01030.00	Tree Protection Fence	Ft	2,352	\$ 4.40	\$ 10,348.80
01040.00	Minor Traffic Control, Max. \$30,000	LS	1	\$ 30,000.00	\$ 30,000.00
01050.00	Sign, Type B, Temp, Prismatic, Furn & Oper	Sft	252	\$ 5.41	\$ 1,363.32
01052.00	Temporary "No Parking" Sign	Ea	75	\$ 67.63	\$ 5,072.25
01080.00	Plastic Drum, High Intensity, Lighted, Furn & Oper *Contingency	Ea	30	\$ 24.35	\$ 730.50
01081.00	Channelizer Cone, High Intensity, 42 In., Furn & Oper *Contingency	Ea	20	\$ 21.64	\$ 432.80
01092.00	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	Ea	28	\$ 74.39	\$ 2,082.92
01100.00	Pedestrian Type II Barricade, Temp, Furn & Oper	Ea	10	\$ 47.34	\$ 473.40
01101.00	Pedestrian Channelizer Device, Furn & Oper	Ea	10	\$ 47.34	\$ 473.40
01102.00	Temporary Pedestrian Ramp, Furn & Oper	Ea	2	\$ 676.29	\$ 1,352.58
01103.00	Temporary Pedestrian Mat, Furn & Oper	Ft	20	\$ 16.91	\$ 338.20
Removals					
02000.01	Tree, Rem, 6 In. - 12 In.	Ea	6	\$ 608.66	\$ 3,651.96
02000.02	Tree, Rem, 13 In. - 19 In.	Ea	2	\$ 879.17	\$ 1,758.34
02020.00	HMA, Any Thickness, Rem	Syd	12,300	\$ 8.44	\$ 103,812.00
02020.70	Pavement, Any Thickness, Rem	Syd	361	\$ 9.20	\$ 3,321.20
02030.00	Curb, Gutter, and Curb and Gutter, Any Type, Rem	Ft	3,068	\$ 7.17	\$ 21,997.56
02040.00	Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem	Sft	1,069	\$ 0.78	\$ 833.82
02050.00	Sign, Rem, Salv	Ea	2	\$ 202.89	\$ 405.78
Earthwork					
03001.71	DS_Sidewalk Grading	Syd	50	\$ 10.29	\$ 514.50
03001.72	DS_Driveway Grading	Syd	56	\$ 10.29	\$ 576.24
03001.73	DS_Roadway Grading, Harding Rd	Syd	1,980	\$ 31.26	\$ 61,894.80
03001.74	DS_Roadway Grading, Morton Ave	Syd	425	\$ 46.89	\$ 19,928.25

03001.75	DS_Roadway Grading, Weldon Blvd	Syd	4,450	\$	<u>22.88</u>	\$	<u>101,816.00</u>
03001.76	DS_Roadway Grading, Glastonbury Rd	Syd	5,650	\$	<u>22.88</u>	\$	<u>129,272.00</u>
03021.00	Subgrade Undercutting, Type II *Contingency	Cyd	100	\$	<u>64.84</u>	\$	<u>6,484.00</u>
03022.00	Subgrade Undercutting, Type III *Contingency	Cyd	200	\$	<u>87.20</u>	\$	<u>17,440.00</u>
03022.70	DS_High Production Undercutting *Contingency	Syd	2,000	\$	<u>20.30</u>	\$	<u>40,600.00</u>
03030.01	Exploratory Excavation, SD-TD-1, (0-10' Deep)	Ea	5	\$	<u>3,202.43</u>	\$	<u>16,012.15</u>
03040.00	Earth Excavation *Contingency	Cyd	10	\$	<u>209.23</u>	\$	<u>2,092.30</u>
Sanitary Sewer							
04000.01	8 In., SDR 26 PVC Sanitary Sewer, SD-TD-2	Ft	517	\$	<u>853.58</u>	\$	<u>441,300.86</u>
04010.01	6 In., SDR 26 PVC Sanitary Sewer Wye	Ea	7	\$	<u>313.79</u>	\$	<u>2,196.53</u>
04014.01	6 In., SDR 26 PVC Sanitary Service Lead, SD-TD-2	Ft	110	\$	<u>247.88</u>	\$	<u>27,266.80</u>
04020.00	Pipe Undercut & Backfill, Sanitary *Contingency	Cyd	20	\$	<u>53.27</u>	\$	<u>1,065.40</u>
04030.71	DS_Sanitary Manhole, 48 In. Dia. (0-8' Deep)	Ea	5	\$	<u>10,856.43</u>	\$	<u>54,282.15</u>
04030.02	Sanitary Manhole, 48 In. Dia., Additional Depth	Ft	37.31	\$	<u>912.99</u>	\$	<u>34,063.66</u>
04040.03	Sanitary Manhole Drop Connection, 8 In.	Ft	12.18	\$	<u>766.85</u>	\$	<u>9,340.23</u>
04050.01	Sanitary Manhole Over Existing ("Doghouse"), 48 In. Dia.	Ea	2	\$	<u>9,666.43</u>	\$	<u>19,332.86</u>
04060.00	Sanitary Structure Cover	Ea	13	\$	<u>1,247.65</u>	\$	<u>16,219.45</u>
04061.00	Sanitary Structure Cover, Adjust	Ea	13	\$	<u>1,161.84</u>	\$	<u>15,103.92</u>
04070.01	Sanitary Sewer Pipe, 8 In. Dia., Abandon	Ft	165	\$	<u>42.99</u>	\$	<u>7,093.35</u>
04070.02	Sanitary Sewer Pipe, 4 In. Dia., Abandon	Ft	65	\$	<u>55.88</u>	\$	<u>3,632.20</u>
04090.00	Sanitary Sewer Structure, Abandon	Ea	2	\$	<u>1,074.93</u>	\$	<u>2,149.86</u>
Sewer and Manhole Rehab							
05010.7	DS_Locate Sanitary Leads	Ft	3,000	\$	<u>30.10</u>	\$	<u>90,300.00</u>
Storm and Drainage							
06000.01	12 In., CL IV RCP Storm Sewer, SD-TD-1	Ft	872	\$	<u>178.96</u>	\$	<u>156,053.12</u>
06030.04	Storm Sewer Tap, 12 In. Dia.	Each	2	\$	<u>902.77</u>	\$	<u>1,805.54</u>
06050.71	DS_Storm Manhole, 48 In. Dia. (0-8' deep)	Ea	2	\$	<u>5,759.66</u>	\$	<u>11,519.32</u>
06050.02	Storm Manhole, 48 In. Dia. , Additional Depth	Ft	0.37	\$	<u>676.29</u>	\$	<u>250.23</u>
06050.73	DS_Storm Manhole, 60 In. Dia. (0-8' deep)	Ea	1	\$	<u>10,346.24</u>	\$	<u>10,346.24</u>
06050.04	Storm Manhole, 60 In. Dia. , Additional Depth	Ft	0.75	\$	<u>1,014.44</u>	\$	<u>760.83</u>
06060.01	DS_Storm Inlet-Junction, 36 In. Dia., (0-8' deep)	Ea	2	\$	<u>4,217.21</u>	\$	<u>8,434.42</u>
06060.02	Storm Inlet-Junction, 36 In. Dia., Additional Depth	Ft	0.50	\$	<u>676.29</u>	\$	<u>338.15</u>
06070.71	DS_Storm Single Inlet, 24 In. Dia., (0-8' deep)	Ea	21	\$	<u>3,514.68</u>	\$	<u>73,808.28</u>
06080.71	DS_Storm High Capacity Inlet, 48 In. Dia., (0-8' deep)	Ea	7	\$	<u>5,946.32</u>	\$	<u>41,624.24</u>
06080.02	Storm High Capacity Inlet, 48 In. Dia., Additional Depth	Ft	4.24	\$	<u>676.29</u>	\$	<u>2,867.47</u>
06100.02	Storm Manhole Over Existing ("Doghouse"), 60 In. Dia.	Ea	1	\$	<u>10,317.57</u>	\$	<u>10,317.57</u>

06100.03	Storm Manhole Over Existing ("Doghouse"), 72 In. Dia.	Ea	1	\$	<u>11,844.48</u>	\$	<u>11,844.48</u>
06110.03	Storm Sewer Pipe, 12 In. Dia., Abandon	Ft	134	\$	<u>43.00</u>	\$	<u>5,762.00</u>
06120.03	Storm Sewer Pipe, 12 In. Dia., Rem	Ft	834	\$	<u>28.95</u>	\$	<u>24,144.30</u>
06130.00	Storm Sewer Structure, Abandon	Ea	1	\$	<u>1,333.64</u>	\$	<u>1,333.64</u>
06140.00	Storm Sewer Structure, Rem	Ea	33	\$	<u>422.58</u>	\$	<u>13,945.14</u>
06160.01	Storm Structure Cover	Ea	9	\$	<u>1,247.65</u>	\$	<u>11,228.85</u>
06160.02	Storm Structure Cover, Adjust	Ea	9	\$	<u>1,161.84</u>	\$	<u>10,456.56</u>
06182.02	Underdrain, Edge, 6 In.	Ft	240	\$	<u>75.96</u>	\$	<u>18,230.40</u>
06190.71	DS_Curb Drain, 6 In.	Ft	1,058	\$	<u>127.59</u>	\$	<u>134,990.22</u>
06200.01	Curb Drain, Tap	Ea	7	\$	<u>736.95</u>	\$	<u>5,158.65</u>
06210.01	Curb Drain, Cleanout	Ea	2	\$	<u>578.13</u>	\$	<u>1,156.26</u>
Water Mains							
07000.02	6 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	85	\$	<u>223.87</u>	\$	<u>19,028.95</u>
07000.03	8 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	3,357	\$	<u>214.88</u>	\$	<u>721,352.16</u>
07000.05	12 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	186	\$	<u>417.34</u>	\$	<u>77,625.24</u>
07010.01	6 In. 90° DIP Bend	Ea	1	\$	<u>708.74</u>	\$	<u>708.74</u>
07011.02	8 In. 45° DIP Bend	Ea	19	\$	<u>917.04</u>	\$	<u>17,423.76</u>
07011.03	8 In. 22.5° DIP Bend	Ea	11	\$	<u>895.41</u>	\$	<u>9,849.51</u>
07011.04	8 In. 11.25° DIP Bend	Ea	6	\$	<u>873.77</u>	\$	<u>5,242.62</u>
07013.01	12 In. 90° DIP Bend	Ea	1	\$	<u>1,807.04</u>	\$	<u>1,807.04</u>
07020.03	8 In. X 6 In. DIP Reducer	Ea	17	\$	<u>739.85</u>	\$	<u>12,577.45</u>
07020.08	12 In. X 6 In. DIP Reducer	Ea	1	\$	<u>1,064.48</u>	\$	<u>1,064.48</u>
07030.06	8 In. X 8 In. X 8 In. DIP Tee	Ea	14	\$	<u>1,491.89</u>	\$	<u>20,886.46</u>
07050.72	DS_Gate Valve in Box, 8 In.	Ea	6	\$	<u>3,442.90</u>	\$	<u>20,657.40</u>
07060.72	DS_Gate Valve in Well, 8 In.	Ea	9	\$	<u>6,091.89</u>	\$	<u>54,827.01</u>
07080.70	DS_Excavate & Backfill For Water Service Tap and Lead	Ft	651	\$	<u>86.74</u>	\$	<u>56,467.74</u>
07090.00	Water Structure Cover *Contingency	Ea	1	\$	<u>1,247.65</u>	\$	<u>1,247.65</u>
07091.00	Water Structure Cover, Adjust *Contingency	Ea	1	\$	<u>1,161.84</u>	\$	<u>1,161.84</u>
07100.00	Fire Hydrant Assembly, Complete	Ea	7	\$	<u>9,032.88</u>	\$	<u>63,230.16</u>
07102.00	Fire Hydrant Assembly, Rem	Ea	4	\$	<u>1,189.51</u>	\$	<u>4,758.04</u>
07110.01	Sacrificial Anode, 17-pound	Ea	7	\$	<u>762.48</u>	\$	<u>5,337.36</u>
07110.02	Sacrificial Anode, 32-pound	Ea	1	\$	<u>803.05</u>	\$	<u>803.05</u>
07120.00	Gate Box, Adjust *Contingency	Ea	1	\$	<u>874.43</u>	\$	<u>874.43</u>
07121.00	Curb Box, Adjust *Contingency	Ea	2	\$	<u>387.50</u>	\$	<u>775.00</u>
07121.70	DS_Curb Box, Abandon	Ea	2	\$	<u>927.67</u>	\$	<u>1,855.34</u>
07130.01	Temporary Water Main Line Stop, 8 In. or less	Ea	7	\$	<u>5,613.18</u>	\$	<u>39,292.26</u>

07131.00	Temporary Water Main Line Stop, Additional Rental Day	Ea	1	\$	<u>676.29</u>	\$	<u>676.29</u>
07141.71	DS_ Water Main Pipe, Abandon, Harding Rd	LS	1	\$	<u>8,456.58</u>	\$	<u>8,456.58</u>
07141.72	DS_ Water Main Pipe, Abandon, Weldon Blvd	LS	1	\$	<u>30,533.58</u>	\$	<u>30,533.58</u>
07141.73	DS_ Water Main Pipe, Abandon, Glastonbury Rd	LS	1	\$	<u>37,270.88</u>	\$	<u>37,270.88</u>
07141.74	DS_ Water Main Pipe, Abandon, Fifth Ave	LS	1	\$	<u>4,945.15</u>	\$	<u>4,945.15</u>
07160.01	Gate Valve in Box, 4 In. Dia., Abandon	Ea	1	\$	<u>989.31</u>	\$	<u>989.31</u>
07160.02	Gate Valve in Box, 6 In. Dia., Abandon	Ea	3	\$	<u>989.31</u>	\$	<u>2,967.93</u>
07180.02	Gate Valve in Well, 6 In. Dia., Abandon	Ea	10	\$	<u>1,357.79</u>	\$	<u>13,577.90</u>
Streets, Driveways, & Sidewalks							
08000.00	Subbase, CIP	Cyd	8	\$	<u>48.14</u>	\$	<u>385.12</u>
08000.70	DS_Subbase, 10 In., CI II, CIP	Syd	7,530	\$	<u>14.81</u>	\$	<u>111,519.30</u>
08010.02	Aggregate Base, 6 In., 21AA, CIP	Syd	36	\$	<u>11.90</u>	\$	<u>428.40</u>
08010.03	Aggregate Base, 8 In., 21AA, CIP	Syd	9,300	\$	<u>15.67</u>	\$	<u>145,731.00</u>
08060.00	Hand Patching	Ton	30	\$	<u>556.30</u>	\$	<u>16,689.00</u>
08070.14	HMA, 4EL	Ton	2,800	\$	<u>183.09</u>	\$	<u>512,652.00</u>
08110.00	Conc, Curb or Curb & Gutter, All Types	Ft	2,032	\$	<u>37.87</u>	\$	<u>76,951.84</u>
08120.01	Conc, Driveway Opening, Type M	Ft	1,126	\$	<u>40.58</u>	\$	<u>45,693.08</u>
08120.03	Conc, Driveway Opening, Type M, High Early *Contingency	Ft	100	\$	<u>44.63</u>	\$	<u>4,463.00</u>
08130.01	Conc, Sidewalk, 4 In.	Sft	600	\$	<u>8.80</u>	\$	<u>5,280.00</u>
08131.01	DS_Conc, Sidewalk, Drive Approach, or Ramp, 6 In.	Sft	625	\$	<u>10.82</u>	\$	<u>6,762.50</u>
08132.01	DS_Conc, Sidewalk, Drive Approach, or Ramp, 6 In., High Early *Contingency	Sft	100	\$	<u>12.18</u>	\$	<u>1,218.00</u>
08140.00	Brick Pavers, Sidewalk, Rem and Reinstall	Sft	60	\$	<u>20.29</u>	\$	<u>1,217.40</u>
08150.00	Detectable Warning Surface	Ft	30	\$	<u>67.63</u>	\$	<u>2,028.90</u>
08200.07	Pavt Mrkg, Polyurea, 12 In., Crosswalk	Ft	1,400	\$	<u>13.38</u>	\$	<u>18,732.00</u>
08200.09	Pavt Mrkg, Polyurea, 24 In., Stop Bar	Ft	33	\$	<u>28.88</u>	\$	<u>953.04</u>
08252.00	Recessing Pavt Mrkg, Transv	Sft	1,466	\$	<u>6.74</u>	\$	<u>9,880.84</u>
08300.00	Monument Box, Adjust *Contingency	Ea	2	\$	<u>2,028.86</u>	\$	<u>4,057.72</u>
Landscaping							
10050.00	Underground Sprinkling System, Restore	Dlr	5,000	\$	<u>1.00</u>	\$	<u>5,000.00</u>
10060.00	Turf Restoration	Syd	230	\$	<u>13.93</u>	\$	<u>3,203.90</u>
Total Estimated Cost				\$	<u>4,384,077.17</u>		



Bailey Excavating, Inc.



1073 TORO DRIVE – JACKSON, MI 49201
PHONE (517) 750-3030

CERTIFIED RESOLUTION

I, Jacob W. Bailey, Corporate Secretary of Bailey Excavating, Inc. certify that the following resolutions were adopted by the Board of Directors of Bailey Excavating, Inc., on December 21, 2022 and have not been amended or repealed since then.

IT IS HERBY RESOLVED, that John W. Bailey/President, Mark E. Magner/V.P./Supervisor, Jacob W. Bailey/V.P./Manager, Jordan W. Bailey/Treasurer, Rhonda L. Blair/Executive Finance/Office Manager, Dave Thompson/General Manager, Rhonda M. Denny/Executive Administrator are hereby authorized to review any and all construction contracts, plans, specifications and all other documentation for all proposed construction, and are further authorized to execute all Bids, Contracts, Performance Bonds, Labor and Material Bonds and all other documentation related to any and all construction projects, on behalf of the Corporation.

IT IS FURTHER RESOLVED that John W. Bailey/ President, Mark E. Magner/V.P./Supervisor, Jacob W. Bailey/V.P./Manager, Jordan W. Bailey/Treasurer, Rhonda L. Blair/Executive Finance/Office Manager, Dave Thompson/General Manager, Rhonda M. Denny/Executive Administrator are hereby authorized and directed to execute all documentation and perform any required acts, on behalf of the Corporation, necessary to complete the above matters.

I have hereunto set my hand, as Secretary of the Corporation, this 21st day of December, 2022


Jacob W. Bailey, Corporate Secretary

An Equal Opportunity Employer

CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Bailey Excavating, Inc. ("Contractor") a Michigan corporation, 1073 Toro Drive, Jackson, Michigan 49201.

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 **2025 Miscellaneous Utility Projects, RFP# 25-01** 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)
Vendor Conflict of Interest Form
Prevailing Wage Declaration of
Compliance Form (if applicable)
Bid Forms
Contract and Exhibits
Bonds
General Conditions
Standard Specifications
Detailed Specifications
Plans
Addenda

Davis Bacon Wage determination:
Heavy, MI20250157, Published
01/03/2025

Highway, MI20250001, Published
01/03/2025

Geotechnical Data Packages:
2025 Miscellaneous Utilities & Ann
Street Water Main and Resurfacing
MSG Project No.: 401.2300021.000

2025 Street Resurfacing
MTC Project No. 241423 Rev. 1

ARTICLE II - Definitions

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

Project means **2025 Miscellaneous Utility Projects, RFP# 25-01**

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 Hutchinson, PE** 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 **Jacob Bailey** whose job title is **Project Manager**.

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within the dates specified in the Project Schedule and Payment Detailed Specification.
- (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 \$2,000 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:

Four million, three hundred eighty-four, seventy-seven and 14/100 Dollars
(\$4,384,077.17)
- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

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

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

ARTICLE XI – Electronic Transactions

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

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Milon Dohoney Jr., City Administrator

By _____
Jordan Roberts, Services Area Administrator

Approved as to form and content

Atleen Kaur, City Attorney

PERFORMANCE BOND

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

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

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

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

Approved as to form:

Atleen Kaur, City Attorney

Name and address of agent:

LABOR AND MATERIAL BOND

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

SIGNED AND SEALED this _____ day of _____, 202__

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

Name and address of agent:

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 21st DAY OF January, 2025.

Bailey Excavating, Inc.

Bidder's Name

1073 Toro Dr., Jackson, MI 49201

Official Address

(517) 750-3030

Telephone Number



Authorized Signature of Bidder

Jacob W. Bailey

(Print Name of Signer Above)

jacobbailey@bailey-excavating.com
rhondadenny@bailey-excavating.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 Jacob W. Bailey _____, bearing the office title
of Vice President / Estimator, 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 January 21st, 2025

(Print) Name Jacob W. Bailey

Title Vice President / Estimator

Company:

Bailey Excavating, Inc.

Address:

1073 Toro Dr., Jackson, MI 49201

Contact Phone (517) 750-3030

Fax () _____

Email jacobbailey@bailey-excavating.com

ATTACHMENT D
PREVAILING WAGE DECLARATION OF COMPLIANCE

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

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

The Contractor agrees:

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

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

Bailey Excavating, Inc.

Company Name

1/21/2025

Signature of Authorized Representative

Date

Jacob W. Bailey - Vice President / Estimator

Print Name and Title

1073 Toro Dr., Jackson, MI 49201

Address, City, State, Zip

(517) 750-3030 / jacobbailey@bailey-excavating.com

Phone/Email address

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

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 \$16.43/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 \$18.32/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.

Bailey Excavating, Inc.

Company Name

1073 Toro Dr.

Street Address


Signature of Authorized Representative

1/21/2025

Date

Jackson, MI 49201

City, State, Zip

Jacob W. Bailey - Vice President / Estimator

Print Name and Title

(517) 750-3030

jacobbailey@bailey-excavating.com

Phone/Email address

Attachment F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2024 - ENDING APRIL 29, 2025

\$16.43 per hour

If the employer provides health care benefits*

\$18.32 per hour

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

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

ENFORCEMENT

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

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

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

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

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



ATTACHEMENT G

Vendor Conflict of Interest Disclosure Form

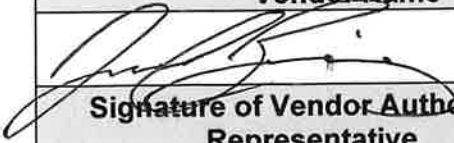
All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies 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.	() Relationship to employee
	() Interest in vendor's company
	() Other (please describe in box below)

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Bailey Excavating, Inc.		(517) 750-3030
Vendor Name		Vendor Phone Number
	1/21/2025	Jacob W. Bailey
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

ATTACHMENT 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.

Bailey Excavating, Inc.

Company Name

Signature of Authorized Representative

1/21/2025

Date

Jacob W. Bailey - Vice President / Estimator

Print Name and Title

1073 Toro Dr., Jackson, MI 49201

Address, City, State, Zip

(517) 750-3030 / jacobbailey@bailey-excavating.com

Phone/Email Address

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

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.

You can review the entire ordinance at www.a2gov.org/humanrights.

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

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

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

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

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

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

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

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE)										(2) ADDRESS													
(3) PAYROLL NO.			(4) FOR WEEK ENDING			(5) PROJECT AND LOCATION			(6) CONTRACT ID														
(a)	(b)	(c)	(d) DAY AND DATE							(e)	(f)	(g)	(h)	(i)	(j) DEDUCTIONS						(k)		
EMPLOYEE INFORMATION	WORK CLASSIFICATION	Hour Type	HOURS WORKED ON PROJECT							TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY	GROSS PROJECT EARNED	GROSS WEEKLY EARNED	TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE	OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS		
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0												\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0												\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0												\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0												\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0												\$0.00	\$0.00
NAME:										0			\$0.00									\$0.00	\$0.00
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NAME:										0			\$0.00									\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S								0												\$0.00	\$0.00

Date _____

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

do hereby state:

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

_____ on the
 (Contractor or Subcontractor)
 _____; that during the payroll period commencing on the
 (Building or Work)
 _____ day of _____, _____, and ending the _____ day of _____, _____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have
 been or will be made either directly or indirectly to or on behalf of said

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

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

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.

CONTRACTOR'S AFFIDAVIT

GC-18

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

An item number ending in X.7X and an item's description starting with "DS_" indicates a detailed specification.

<u>Detailed Specification</u>	<u>Page No.</u>
Project Schedule and Payment	DS - 2
Grading	DS - 5
Locate Sanitary Leads.....	DS - 7
Utility Structures	DS - 9
Curb Drain.....	DS - 10
Excavate and Backfill for Water Service Tap and Lead.....	DS - 11
Water Main Abandon.....	DS - 12
Subbase	DS - 13
Acceptance of HMA.....	DS - 14
Driveway and Sidewalk	DS - 21
High Production Undercutting	DS - 22

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE AND PAYMENT

AA:TCA

1 of 3

1/10/25

Description

Examination of Plans, Specifications, and Work Site

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

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

1. The Contractor shall begin the work of this project on or before **April 7, 2025**, and only upon receipt of the fully executed Contract and Notice to Proceed. Appropriate time extensions shall be granted if the Notice to Proceed is delayed beyond this date.
2. This Contract requires water main, storm sewer, sanitary sewer, sidewalk ramps, road resurfacing and restoration, in three (3) locations: S Fifth Ave (Packard to E Jefferson); Harding Road (Morton to Wallingford); and Weldon Boulevard (Covington to Waverly) & Glastonbury Road (entirety). Contractor shall not be actively working on more than one project location, unless otherwise approved by the Engineer.
3. S Fifth Ave will be resurfaced by the City of Ann Arbor's Annual Resurfacing Program; work must be coordinated. Contractor shall give two weeks' notice before start of work on S Fifth Ave, anticipated to be on or around April 28, 2025.
4. All water main and storm sewer work on S Fifth Ave shall be completed and backfilled and aggregate base course shall be placed, graded, and compacted within **thirty (30) consecutive calendar days** but no later than **May 30, 2025**.
5. Weldon Blvd and Glastonbury Rd shall be substantially complete within **one hundred ten (110) consecutive calendar days**.
6. Harding Rd shall be substantially complete within **seventy-five (75) consecutive calendar days**.
7. Sanitary sewer leads shall be televised and located prior to commencement of work on each street as indicated in the Detailed Specification for Locate Sanitary Leads; this shall not count against work limits listed above.
8. Contractor shall maintain access for local traffic and shall maintain a drivable surface in all proposed roadways where not actively working.
9. Contractor shall sequence the water main, sanitary sewer, and storm sewer installation in a way that does not interrupt service of other utilities.

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10. Contractor shall provide all necessary sewer flow control to maintain flow at all existing sewer crossings, connections and lead transfers.

11. No work shall be performed during Holiday weekends as follows, unless approved by the City of Ann Arbor:

- Memorial Day, from 3:00 p.m. Friday May 23, 2025, through 7:00 a.m. Tuesday May 27, 2025
- Fourth of July, from 3:00 p.m. Thursday July 3, 2025, through 7:00 a.m. Monday July 7, 2025
- Labor Day, from 3:00 p.m. Friday August 29, 2025, through 7:00 a.m. Tuesday September 2, 2025

12. No work shall be performed during University of Michigan home football games, unless approved by the Engineer.

13. No work shall be performed on S Fifth Ave during Ann Arbor Art Fair, July 17-19, 2025.

City Council approval is expected on or before **March 3, 2025**. The Contractor shall not begin the work without approval from the Project Engineer, and in no case before the receipt of the Notice to Proceed.

Contractor will be furnished with an electronic copy of the Contract, for his/her execution, before the aforementioned City Council meeting. The Contractor shall properly execute the Contract and return it, with the required Bonds and Insurance Certificate, to the City within **ten (10) days**.

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

Prior to the start of any construction, the Contractor shall submit a detailed schedule of work for the Engineer's review and approval. Work shall not be started until a schedule is approved in writing by the Engineer. The proposed schedule must fully comply with the scheduling requirements contained in this Detailed Specification. The Contractor shall update the approved work schedule upon request by the Engineer and present it to the Engineer within seven days of said request.

Liquidated Damages

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$2,000.00** in Liquidated Damages, and not as a penalty, for

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delays in the completion of the work for each and every calendar day beyond the times for each sub-phase, as required by this Detailed Specification.

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

Measurement and Payment

If the construction Contract is not completed within the specified calendar day period including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor, this Contract may be terminated with no additional compensation due to the Contractor, and the Contractor may be forbidden to bid on future City of Ann Arbor projects for a period of at least three (3) years. If the Engineer elects to terminate the Contract, Contract items paid for on a Lump Sum basis shall be paid up to a maximum percentage equal to the percentage of the Contract work that has been completed.

Costs for the Contractor to organize, coordinate, and schedule all of the work of the project, will not be paid for separately, but shall be included in the bid price of the Contract Item "General Conditions, Max \$_____".

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DETAILED SPECIFICATION
FOR
GRADING

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Description

This work shall consist of furnishing all labor, tools, equipment, and material to shape and prepare all subgrade, and/or base layers to remain to grades and cross sections indicated on the Plans or as directed by the Engineer. This work shall be performed in accordance with 2024 Public Services Standard Specifications Article 10, Section III.G., except as specified herein.

Construction

It is the responsibility of the contractor to notify residents of road and/or driveway inaccessibility due to construction activity. The contractor shall provide written notice at least 24 hours prior to a disturbance estimated to last longer than six (6) hours. The written notice template shall be approved by the Engineer. The contractor shall verbally notify residents at least the day before if their driveway will be inaccessible for less than six (6) hours.

Access to driveways shall not be interrupted for more than ten (10) days, unless approved by the Engineer.

The contractor shall minimize the disturbance and curb removal on Harding Road by using a trench box, or approved equal, for sanitary and water main installation.

Restore and establish turf to limits of disturbance.

The site and trenches shall be kept free of trash and debris. The Contractor shall provide and maintain trash receptacles for workers, as directed by the Engineer. No trash is permitted to be buried onsite.

After all associated removals, the remaining subgrade, subbase, or aggregate base course shall be shaped and prepared to the grades and cross-sections indicated on the plans, including excavation, removal, and offsite disposal of any surplus material. The remaining course shall be proof rolled in areas no wider than 15 feet. The proof rolled course shall be inspected by the Engineer.

Following the proof roll, the remaining areas shall be fine graded.

Areas of insufficient soils shall be undercut as directed by the Engineer.

All other work shall be performed to prepare for the placement of the subsequent course and must be approved by the Engineer.

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DETAILED SPECIFICATION
FOR
GRADING

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Measurement And Payment

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

Pay Item	Pay Unit
DS_Sidewalk Grading.....	Square Yards
DS_Driveway Grading	Square Yards
DS_Roadway Grading, _____	Square Yards

DS_Sidewalk Grading will be measured in the unit above for the area of required subbase for new sidewalk and new sidewalk ramps. This item shall be paid when grading of the subgrade is complete.

DS_Driveway Grading will be measured in the unit above for the area of required aggregate base for new driveways, including new sidewalk through driveways. This item shall be paid when final grading of the subgrade is complete.

DS_Roadway Grading, _____ will be measured in the unit above for the area disturbed to construct the associated roadway and new curb. Area will be measured from the edge of metal of remaining curb to 1 foot beyond the back of new curb. This item shall be paid when final grading of remaining subgrade and/or aggregate base is complete.

Areas where the existing grade is to be cut to achieve the proposed subgrade elevation (cut-sections) will not be paid for separately. The removal and offsite disposal of cut- section materials required to meet specified grades and cross sections shall be included in **DS_ _____ Grading, _____**.

Restoration and turf establishment of disturbed areas shall be paid for as **Project Clean-up and Restoration**.

Payment of new subbase and/or aggregate base shall include the fine grading of each associated course and shall be paid when final grading is complete.

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DETAILED SPECIFICATION
FOR
LOCATE SANITARY LEADS

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Description

This work shall consist of furnishing all labor, tools, equipment, and material to located and mark existing sanitary sewer leads within the project limits and where directed by the Engineer. This work shall be performed in accordance with performed in accordance with 2024 Public Services Standard Specifications Article 2 and Article 10, Section II.X., as shown on the plans, and as specified herein.

Construction

Prior to construction, and as indicated below, the contractor shall televise the sanitary sewer main and service leads in the influence of the project to determine location and depth of sanitary sewer leads. Coordinate work with the Engineer. Notify the Engineer at least one week before work is to commence. The City will notify residents at least 48 hours prior to work.

The locations of the leads shall be marked with spray paint and/or flags. Use a lateral launch camera with a transmitter to determine the approximate depth underground via sonar where required. The City will survey the marks as needed. It is the responsibility of the contractor to maintain the lead location marks throughout construction and to take care when excavating within the vicinity of the leads.

CCTV videos, PACP reports, and GIS maps will be provided for sanitary mains in the project area prior to work.

Specifics for each location are as follows:

Harding Rd – **At least thirty (30) days prior to commencement of work**, the contractor shall locate and estimate depth of the sanitary service leads for 1510 and 1521 Harding Road from the main to within 10 feet of the house. Record depth of leads every 25 feet and mark on the ground where each depth was measured. Provide the videos and depths to the Engineer.

1510 Harding Rd is tapped on Wallingford Rd at 63.8 ft going downstream of manhole 71-69804. 1521 is tapped in private manhole 71-69808 and the private 4" lead is tapped into city manhole 71-69804.

Morton Ave – Prior to work, locate and mark leads indicated on the plans within the proposed sanitary sewer trench limits. Record depths of leads and risers. Provide the videos and depths to the Engineer.

Weldon Blvd, Glastonbury Rd, and Fifth Ave – Prior to work, locate and mark leads that cross utility trenches as indicated on the plans. The leads shall be televised from the main to the ROW boundary. Provide the videos to the Engineer.

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DETAILED SPECIFICATION
FOR
LOCATE SANITARY LEADS

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Measurement and Payment

The completed work as measured will be paid for at the contract unit prices for the following Contract items (pay items):

Pay Item

Pay Unit

DS_Locate Sanitary Leads.Linear Foot

Measurement for **DS_Locate Sanitary Leads** shall be in linear foot of sewer main and located leads. Payment includes all labor, material and equipment needed to televise, locate, determine depth, and mark sanitary sewer lead as indicated on the plans. Work also includes providing the associated deliverables to the Engineer and maintaining the markings throughout construction.

No payment will be made for the repair a marked sanitary lead that is damaged during construction.

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DETAILED SPECIFICATION
FOR
UTILITY STRUCTURES

AA:TCA

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Description

This work shall consist of furnishing all labor, tools, equipment, and material to construct drainage structures in accordance with 2024 Public Services Standard Specifications Article 2, 3, and 4 and Article 10, Section II.S., as shown on the plans, and as specified herein.

Materials

Structure cover, as specified on the plans.

For high-capacity inlet covers use EJ 7035Z frame with 7030 T1 hood and 7030 M2 grate.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Sanitary Manhole, __ In. Dia. (0-8' deep)	Each
DS_Storm Manhole, __ In. Dia. (0-8' deep).....	Each
DS_Storm Inlet-Junction, __ In. Dia., (0-8' deep)	Each
DS_Storm Single Inlet, __ In. Dia., (0-8' deep).....	Each
DS_Storm High Capacity Inlet, __ In. Dia., (0-8' deep)	Each
DS_Gate Valve in Well, __ In.	Each
DS_Gave Valve in Box, __ In.	Each

Payment for the structure frame and cover, as specified, and the adjustment of structure covers shall be included in payment for the structure and shall not paid for separately.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CURB DRAIN

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Description

This work shall consist of furnishing all labor, tools, equipment, and material to install curb drain in an open cut trench. This work shall be performed in accordance with performed in accordance with 2024 Public Services Standard Specifications Article 4 and Article 10, Section II.Q., as shown on the plans, and as specified herein.

Material

Open-cut curb drain pipe, service leads, fittings, and curb drain cleanouts shall be SDR 26 polyvinyl chloride (PVC) pipe 6-inch conforming to current ASTM D3034, (Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings). Pipe shall have an integral wall bell and spigot.

Construction

Where curb drain is located in the same trench as another utility, the Contractor shall install curb drain as the utility trench is backfilled. No extra will be paid to re-excavate the trench and place new backfill in a utility trench.

For curb drain located in the roadway, terminate curb drain with a cleanout in the greenbelt. Contractor shall install a bend, no more than 45 degrees, extend the pipe to 2 feet behind the curb and install a cleanout, as specified, on the end of the curb drain.

One 6-inch wye and a service lead stub shall be provided for each lot that is served by the curb drain, final location to be determined by the Engineer. The wye should be placed at the 10 or 2 o'clock position of the receiving pipe. Install the service lead to 2 feet behind the curb and cap the pipe. Mark the end of the lead with a 2-inch x 2-inch (minimum cross section) wooden marker at a point immediately in front of the service connection to 1 foot below the finish ground surface. Do not rest the marker on any portion of the service connection or cap. Place a piece of metal near the stake to aid in locating the cap.

Do not install tracer wire on curb drain.

Measurement and Payment

The completed work as measured will be paid for at the contract unit prices for the following Contract items (pay items):

Pay Item

Pay Unit

DS_Curb Drain, 6 In.Linear Foot

DS_Curb Drain, 6 In. shall be measure by the lineal foot from the connection to the downstream storm structure to the cleanout and from the curb drain main to the cap of service leads. Payment shall include all labor, material and equipment needed to install curb drain in the roadway including, but not limited to excavation, main and service lead installation, backfill, and CCTV.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
EXCAVATE AND BACKFILL FOR WATER SERVICE TAP AND LEAD

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Description

This work shall consist of furnishing all labor, tools, equipment, and material to excavate and backfill trenches for City to transfer water service leads in accordance with 2024 Public Services Standard Specifications Article 3 and Article 10, Section II.K., as shown on the plans, and as specified herein.

Construction

After water main testing is completed, and as directed by the Engineer, the contractor shall excavate a safe trench for City personnel to install a new water service lead for each water service to be connect to the new water main. Long transfers shall be from the new water main to the existing lead on the old water main or to a new or existing curb stop box, as specified on the plans. Short transfers shall be where the existing water services crosses the new water main.

Contractor shall excavate a safe, 5.5 feet deep trench where applicable for each service transfer. The entirety of the new water main shall be exposed within the trench to allow the City to attach tapping equipment around the pipe.

Excavations shall be efficiently planned to accommodate for traffic control and rework. Leads that are within 5 feet of one another shall share an excavation.

Backfill shall be in accordance with Article 10, Section II.I.

Measurement and Payment

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

Pay Item

Pay Unit

DS_Excavate and Backfill for Water Service Tap and Lead.Lineal Foot

Long transfers shall be measured as the lineal length from the new water main to the old water main or to the curb stop and box, where specified.

Short transfers shall be paid as 5 feet.

Long and short transfers that share a trench shall be paid for as the length of the long transfer.

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DETAILED SPECIFICATION
FOR
WATER MAIN ABANDON

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Description

This work shall consist of furnishing all labor, tools, equipment, and material to properly abandon water mains as indicated on the Plans or as directed by the Engineer. This work shall be performed in accordance with 2024 Public Services Standard Specifications Article 3 and Article 10, Section II.BB., except as specified herein.

Construction

The Contractor shall abandon water mains where shown on the Plans and as directed by the Engineer. This includes, but is not limited to, properly draining the main, cutting the main at every connection point (each end and all side street connections), and plugging the abandoned cut ends with brick and mortar, concrete, or mechanical joint plug.

Any previously abandoned water main that is removed for installation of another utility shall be properly abandoned and plugged on each remaining end.

The contractor shall properly abandon curb boxes where indicated on the plans. This includes removing the top 4 feet of the curb box and backfill as specified.

Measurement And Payment

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

Pay Item	Pay Unit
DS_Curb Box, Abandon	Each
DS_Water Main Pipe, Abandon, Modified, _____	Lump Sum

DS_Curb Box, Abandon shall be measured by each and shall include all labor, materials, and equipment costs necessary to completely abandon the curb box including, but not limited to; the removal and proper disposal off-site of all excess materials and the furnishing, placement, and compaction of approved granular backfill.

Payment for **DS_Water Main Pipe, Abandon, Modified, _____** shall be made when the entire water main is properly abandoned on the associated road.

No payment shall be made for removing or abandoning previously abandoned water main that is removed for installation of another utility; this shall be included in the payment of the installed utility.

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DETAILED SPECIFICATION
FOR
SUBBASE

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Description

This work shall consist of constructing subbase on a prepared subgrade as indicated on the Plans or where directed by the Engineer. This work shall be performed in accordance with 2024 Public Services Standard Specifications Article 10, Section III.G., except as specified herein.

Construction Method

Place subbase at the required thickness as indicated on the Plans.

Grade and compact sand immediately after the sand is placed.

Measurement and Payment

The completed work as measured will be paid for at the contract unit prices for the following Contract items (pay items):

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
DS_Subbase, 10 In., CI II, CIP	Square Yard

DS_Subbase, 10 In., CI II, CIP shall be measured in the unit above for the area of required subbase as indicated in the cross-section plan. Payment includes all labor, material and equipment needed to furnish, place, compact and grade the subbase course material to the thickness indicated on the Plans. Payment will be made when final grading is complete.

DS_Subbase, 10 In., CI II, CIP shall not be paid within the limits of a trench without adjacent subbase.

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DETAILED SPECIFICATION
FOR
ACCEPTANCE OF HMA

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Description

This detailed specification provides sampling and testing requirements using the roller method and the nuclear density gauge testing. Provide the hot mix asphalt (HMA) mixture in accordance with the requirements of the standard specifications, except where modified herein.

Materials

Provide aggregates, mineral filler (if required), and asphalt binder to produce a mixture proportioned within the master gradation limits shown in the contract, and meeting the uniformity tolerance limits in Table 1.

Table 1: Uniformity Tolerance Limits for HMA Mixtures

Parameter		Top and Leveling Course		Base Course	
Number	Description	Range 1 (a)	Range 2	Range 1 (a)	Range 2
1	% Binder Content	-0.30 to +0.40	±0.50	-0.30 to +0.40	±0.50
2	% Passing	# 8 and Larger Sieves	±5.0	±8.0	±7.0
		# 30 Sieve	±4.0	±6.0	±6.0
		# 200 Sieve	±1.0	±2.0	±2.0
3	Crushed Particle Content (b)	Below 10%	Below 15%	Below 10%	Below 15%
a. This range allows for normal mixture and testing variations. The mixture must be proportioned to test as closely as possible to the mix design.					
b. Deviation from mix design.					

Parameter number 2 as shown in Table 1 is aggregate gradation. Each sieve will be evaluated on one of the three gradation tolerance categories. If more than one sieve is exceeding Range 1 or Range 2 tolerances, only the one with the largest exceedance will be counted as the gradation parameter.

The master gradation should be maintained throughout production; however, price adjustments will be based on Table 1. Aggregates which are to be used in plant-mixed HMA mixtures must not contain topsoil, clay, or loam.

Construction

Submit a Mix Design to the Engineer. Do not begin production and placement of the HMA without Engineer's approval. Maintain the binder content, aggregate gradation, and the crushed particle content of the HMA mixture within the Range 1 uniformity tolerance limits in Table 1. For mixtures meeting the definition of top or leveling course, field regress air void content to 3.5 percent with liquid asphalt cement unless specified otherwise on HMA application estimate. For mixtures meeting the definition of base course, field regress air void content to 3.0 percent with liquid asphalt cement unless specified otherwise on HMA application estimate.

Ensure all persons performing Quality Control (QC) and Quality Assurance (QA) HMA field sampling are competent samplers. At the pre-production or preconstruction meeting, the Engineer will determine the method of sampling to be used. Ensure all sampling is done in accordance with *MTM 313 (Sampling HMA Paving Mixtures)* or *MTM 324 (Sampling HMA Paving Mixtures Behind the Paver)*. Samples are to be taken from separate hauling loads.

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ACCEPTANCE OF HMA

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For production/mainline type paving, obtain a minimum of two samples, each being 20,000 grams, each day of production, for each mix type. The Engineer will sample and maintain possession of the sample. Sampling from the paver hopper is prohibited. Each sample will be divided into two 10,000 gram parts with one part being for initial testing and the other part being held for possible dispute resolution testing. Obtain a minimum of three samples for each mix type regardless of the number of days of production.

Obtain samples that are representative of the day's paving. Sample collection is to be spaced throughout the planned tonnage. One sample will be obtained in the first half of the tonnage and the second sample will be obtained in the second half of the tonnage. If planned paving is reduced or suspended, when paving resumes, the remaining sampling must be representative of the original intended sampling timing.

Ensure all persons performing testing are Bit Level One certified or Bit QA/QC Technician certified.

Ensure daily test samples are obtained, except, if the first test results show that the HMA mixture is in specification, the Engineer has the option of not testing additional samples from that day.

At the pre-production or preconstruction meeting, the Engineer and Contractor will collectively determine the test method for measuring asphalt content (AC) using *MTM 319 (Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method)* or *MTM 325 (Quantitative Extraction of Bitumen from HMA Paving Mixtures)*. Back calculation will not be allowed for determining asphalt content.

Ensure all labs performing acceptance testing are qualified labs per the *HMA Production Manual* and the *Michigan Quality Assurance Procedures Manual*, and participate in the MDOT round robin process, or they must be *AASHTO Materials Reference Laboratory* (AMRL) accredited for *AASHTO T30* or *T27*, and *AASHTO T164* or *T308*. Material acceptance testing will be completed by the Engineer within 14 calendar days, except holidays and Sundays, for projects with less than 5,000 tons (plan quantity) of HMA and within 7 calendars days, except holidays and Sundays, for projects with 5,000 tons (plan quantity) or more of HMA, after the Engineer has obtained the samples. QA test results will be provided to the Contractor after the Engineer receives the QC test results. Failure on the part of the Engineer or the laboratory to provide QA test results within the specified time frame does not relieve the Contractor of their responsibility to provide an asphalt mix within specifications.

The correlation procedure for ignition oven will be established as follows. Asphalt binder content based on ignition method from *MTM 319*. Gradation (*ASTM D5444*) and Crushed particle content (*MTM 117*) based on aggregate from *MTM 319*. The incineration temperature will be established at the pre-production meeting. The Contractor will provide a laboratory mixture sample to the acceptance laboratory to establish the correction factor for each mix. Ensure this sample is provided to the Engineer a minimum of 14 calendar days prior to production.

For production/mainline type paving, the mixture may be accepted by visual inspection up to a quantity of 500 tons per mixture type, per project (not per day). For non-production type paving defined as driveways, approaches, and patching, visual inspection may be allowed regardless of the tonnage.

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The mixture will be considered out-of-specification, as determined by the acceptance tests, if for any one mixture, two consecutive tests per parameter, (for Parameter 2, two consecutive aggregate gradations on one sieve) are outside Range 1 or Range 2 tolerance limits. If a parameter is outside of Range 1 tolerance limits and the second consecutive test shows that the parameter is outside of Range 2, then it will be considered to be a Range 1 out-of-specification. Consecutive refers to the production order and not necessarily the testing order. Out-of-specification mixtures are subject to a price adjustment per the Measurement and Payment section of this special provision.

Contractor operations will be suspended when the mixture is determined to be out-of-specification, but contract time will continue to run. Submit a revised mix design or proposed alterations to the plant and/or materials to achieve the mix design to the Engineer. Effects on the Aggregate Wear Index (AWI) and mix design properties will be taken into consideration. Production and placement cannot resume until receipt of the Engineer's approval to proceed.

Pavement in-place density will be measured using one of two approved methods. The method used for measuring in-place density will be agreed upon at a pre-production or preconstruction meeting.

Pavement in-place density tests will be completed by the Engineer during paving operations and prior to traffic staging changes. Pavement in-place density acceptance testing will be completed by the Engineer prior to paving of subsequent lifts and being open to traffic.

Option 1 - Direct Density Method

Use of a nuclear density gauge requires measuring the pavement density using the Gmm from the mix design for the density control target. The required in-place density of the HMA mixture must be 92.0 to 98.0 percent of the density control target. Nuclear density testing and frequency will be in accordance with the *MDOT Density Testing and Inspection Manual*.

Option 2 - Roller Method

The Engineer may use the Roller Method with a nuclear or non-nuclear density gauge to document achieving optimal density as discussed below.

Use of the density gauge requires establishing a rolling pattern that will achieve the required in- place density. The Engineer will measure pavement density with a density gauge using the Gmm from the mix design for the density control target.

Use of the Roller Method requires developing and establishing density frequency curves, and meeting the requirements of Table 2. A density frequency curve is defined as the measurement and documentation of each pass of the finished roller until the in-place density results indicate a decrease in value. The previous recording will be deemed the optimal density. The Contractor is responsible for establishing and documenting an initial or QC rolling pattern that achieves the optimal in-place density. When the density frequency curve is used, the Engineer will run and document the density frequency curve for each half day of production to determine the number of passes to achieve the maximum density. Table 5, can be used as an aid in developing the density frequency curve. The Engineer will perform density tests using an approved nuclear or non-nuclear gauge per the manufacturer's recommended procedures.

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Table 2: Minimum Number of Rollers Recommended Based on Placement Rate

Average Laydown Rate, Square Yards per Hour	Number of Rollers Required (a)	
	Compaction	Finish
Less than 600	1	1 (b)
601 - 1200	1	1
1201 - 2400	2	1
2401 - 3600	3	1
3601 and More	4	1
a. Number of rollers may increase based on density frequency curve.		
b. The compaction roller may be used as the finish roller also.		

After placement, roll the HMA mixture as soon after placement as the roller is able to bear without undue displacement or cracking. Start rolling longitudinally at the sides of the lanes and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the drum. Ensure each required roller is 8 tons minimum in weight unless otherwise approved by the Engineer.

Ensure the initial breakdown roller is capable of vibratory compaction and is a maximum of 500 feet behind the paving operations. The maximum allowable speed of each roller is 3 miles per hour (mph) or 4.5 feet per second. Ensure all compaction rollers complete a minimum of two complete rolling cycles prior to the mat temperature cooling to 180 degrees Fahrenheit (F). Continue finish rolling until all roller marks are eliminated and no further compaction is possible. The Engineer will verify and document that the roller pattern has been adhered to. The Engineer can stop production when the roller pattern is not adhered to.

Measurement and Payment

The completed work, as described, will be measured and paid for using applicable pay items as described in 2024 Public Services Standard Specifications Article 11, except as specified herein.

Base Price. Price established by the Department to be used in calculating incentives and adjustments to pay items and shown in the contract.

If acceptance tests, show that a Table 1 mixture parameter exceeds the Range 1, but not the Range 2, tolerance limits, that mixture parameter will be subject to a 10% penalty. The 10% penalty will be assessed based on the acceptance tests only unless the Contractor requests that the 10,000 gram sample part retained for possible dispute resolution testing be tested. The Contractor has 4 calendar days from receipt of the acceptance test results to notify the Engineer, in writing, that dispute resolution testing is requested. The Contractors QC test results for the corresponding QA test results must result in an overall payment greater than QA test results otherwise the QA tests will not be allowed to be disputed. The Engineer has 4 calendar days to send the dispute resolution sample to the lab once dispute resolution testing is requested. The dispute resolution sample will be sent to an independent lab selected by the City and the resultant dispute test results will be used to determine the penalty per parameter, if any. Ensure the independent lab is a MDOT QA/QC qualified lab or an AMRL HMA qualified lab. The independent lab must not have conflicts of interest

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with the Contractor or City. If the dispute testing results show that the mixture parameter is out-of-specification, the Contractor will pay for the cost of the dispute resolution testing and the contract base price for the material will be adjusted, based on all test result parameters from the dispute tests, as shown in Table 3 and Table 4. If the dispute test results do not confirm the mixture parameter is out-of-specification, then the City will pay for the cost of the dispute resolution testing and no price adjustment is required.

If acceptance tests, show that a Table 1 mixture parameter exceeds the Range 2 tolerance limits, the 10,000 gram sample part retained for possible dispute resolution testing will be sent, within 4 calendar days, to the MDOT Central Laboratory for further testing. The MDOT Central Laboratory's test results will be used to determine the penalty per mixture parameter, if any. If the MDOT Central Laboratory's results do not confirm the mixture parameter is out-of-specification, then no price adjustment is required. If the MDOT Central Laboratory's results show that the mixture is out-of-specification and the Engineer approves leaving the out-of-specification mixture in place, the contract base price for the material will be adjusted, based on all parameters, as shown in Table 3 and Table 4.

In the case that the Contractor disputes the results of the test of the second sample obtained for a particular day of production, the test turn-around time frames given would apply to the second test and there would be no time frame on the first test.

The laboratory (MDOT Central Laboratory or independent lab) will complete all Dispute Resolution testing and return test results to the Engineer, who will provide them to the Contractor, within 13 calendar days upon receiving the Dispute Resolution samples.

In all cases, when penalties are assessed, the penalty applies to each parameter, up to two parameters, that is out of specification.

Table 3: Penalty Per Parameter

Mixture Parameter out-of-Specification per Acceptance Tests	Mixture Parameter out-of-Specification per Dispute Resolution Test Lab	Price Adjustment per Parameter
No	N/A	None
Yes	No	None
	Yes	Outside Range 1 but not Range 2: decrease by 10%
		Outside Range 2: decrease by 25%

The quantity of material receiving a price adjustment is defined as the material produced from the time the first out-of-specification sample was taken until the time the sample leading to the first in-specification test was taken.

Each parameter of Table 1 is evaluated with the total price adjustment applied to the contract base price based on a sum of the two parameter penalties resulting in the highest total price adjustment as per Table 4. For example, if three parameters are out-of-specification, with two parameters outside Range 1 of Table 1 tolerance limits, but within Range 2 of Table 1 limits and one parameter outside of Range 2 of Table 1 tolerance limits and the Engineer approves leaving the mixture in place, the total price adjustment for that quantity of material is 35%.

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Table 4: Calculating Total Price Adjustment

Cost Adjustment as a Sum of the Two Highest Parameter Penalties		
Number of Parameters Out-of-Specification	Range(s) Outside of Tolerance Limits of Table 1 per Parameter	Total Price Adjustment
One	Range 1	10%
	Range 2	25%
Two	Range 1 and Range 1	20%
	Range 1 and Range 2	35%
	Range 2 and Range 2	50%
Three	Range 1, Range 1 and Range 1	20%
	Range 1, Range 1 and Range 2	35%
	Range 1, Range 2 and Range 2	50%
	Range 2, Range 2 and Range 2	50%

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Table 5: Density Frequency Curve Development

Tested by: _____ Date/Time: _____

Route/Location:		Air Temp:
Control Section/Job Number:		Weather:
Mix Type:	Tonnage:	Gauge:
Producer:	Depth:	Gmm:

Roller #1 Type:

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Roller #2 Type:

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Roller #3 Type:

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Summary: _____

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DRIVEWAY AND SIDEWALK

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Description

This work shall consist of constructing concrete sidewalks and drive approaches as indicated on the Plans or where directed by the Engineer. This work shall be performed in accordance with Public Services Standard Specifications (2024) Article 10, Section III.G and H, except as specified herein.

Materials

The material used for this work shall meet the requirements of Sections 301, 302, 305, 307, and 902 of MDOT 2020 Standard Specification for Construction, except that the aggregate base under driveways shall be 21AA limestone (permanent and temporary applications) with a maximum loss by washing of 8% and any subbase under sidewalks shall be Class II Granular Material.

Construction

Concrete drive approaches shall be placed on 6" of 21AA limestone.

Sidewalk through drive approaches shall be placed on 6" of 21AA limestone.

High-early concrete shall be used when approved by the Engineer.

Measurement and Payment

The completed work as measured will be paid for at the contract unit prices for the following Contract items (pay items):

Pay Item	Pay Unit
DS_Conc, Sidewalk, Drive Approach, or Ramp, ___ In.	Square Foot
DS_Conc, Sidewalk, Drive Approach, or Ramp, ___ In., High Early	Square Foot

Payment includes all labor, material and equipment needed to furnish and install concrete sidewalk and drive approaches.

The aggregate base shall be paid for separately. Where 21AA is used for aggregate base course, it shall be measured and paid in accordance with **Aggregate Base, ___ In., 21AA, CIP**, as indicated on the plans.

Excavation for placement of driveway base material shall be included in the item of work **DS_Driveway Grading**.

High-early concrete shall not be paid if it is used without approval by the Engineer or if it must be used to open the drive approach within the allotted timeframe.

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FOR
HIGH PRODUCTION UNDERCUTTING

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Description

This work shall consist of furnishing all labor, tools, equipment, and material to shape and prepare all subgrade and install aggregate base as directed by the Engineer. This work shall be performed in accordance with 2024 Public Services Standard Specifications Article 10, Section III.G., except as specified herein.

Construction

After the remaining subgrade, subbase, or aggregate base course is proof rolled and inspected by the Engineer, as specified, undercuts shall be performed as directed by the Engineer.

Areas of insufficient soils larger than 200 square yards shall be replaced with 8 inches of aggregate base, 15 feet wide. Areas of insufficient soils smaller than 200 square yards and/or less than 15 feet wide, shall be undercut to a depth determined by the Engineer.

Measurement And Payment

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

Pay Item

Pay Unit

DS_High Production Undercutting.....Square Yards

DS_High Production Undercutting will be measured in the unit above for the area of required undercutting no less than 200 square yards per area, as directed by the Engineer. Payment shall include all labor, equipment, and material necessary to remove and properly dispose of excess material and place, compact, and fine grade 8 inches of 21AA aggregate. Work shall be paid when final grading is complete.

All quantity is contingency and not guaranteed to be utilized.