

CITY OF ANN ARBOR  
INVITATION TO BID



2021 SIDEWALK GAP ELIMINATION

ITB No. 4685

Due Date: June 24, 2021 by 2:00 PM (Local Time)

Engineering  
Public Services Area

Issued By:

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

# ADDENDUM No. 1

ITB No. 4685

## 2021 SIDEWALK GAP ELIMINATION

**Bids Due: June 24, 2021 at 2:00PM (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 eighty-one (81) pages. The entire drawing set has been included herein but only the drawings indicated on page Addendum-1-3 have been revised.**

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

The following forms provided within the ITB document must be included in submitted bids:

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

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

### I. CORRECTIONS/ADDITIONS/DELETIONS

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

| <b><u>Section/Page(s)</u></b>             | <b><u>Change</u></b>  |
|---|---|
| As provided in ITB No. 4669 Bid Document: | As updated/replaced herein Addendum 1:  |
| Bid Forms/<br>BF-1 to BF-2                | Bid Form – Schedule of Prices, Pages Addendum1-BF-1 to Addendum1-BF-2.<br>Pay Items revised: <ul style="list-style-type: none"><li>• 201 revised maximum</li><li>• 202 revised maximum</li><li>• 204 revised maximum</li><li>• 213 and 214 revised units</li><li>• Revised quantity: 215, 216, 231-250, 252, 260-269, 271-275, 702</li><li>• 1<sup>st</sup> 250 eliminated</li><li>• 251 revised description to eliminate fibermesh</li></ul> |

|   |  |
|---|--|
|   | <ul style="list-style-type: none"> <li>Former 276 renumbered to be 274</li> </ul>  |
| <b>Section/Page(s)</b><br>As provided in ITB No. 4669 Bid Document: | <b>Change</b><br>As updated/replaced herein Addendum 1:  |
| Bid Forms/<br>BF-1 thru BF-2  | Pay Items revised (continued): <ul style="list-style-type: none"> <li>275 description revised to match plan detail</li> <li>276 added pursuant to changes on Sheet 25.</li> <li>Added 292 for potential encounter</li> </ul>   |
| Detailed Specifications/<br>Pages DS-1 to DS-2                      | Pages Addendum1-DS-1 to Addendum1-DS-2: <ul style="list-style-type: none"> <li>Construction activities shall not be at more than one location at the same time.</li> <li>Traver Blvd. area new sidewalk open and temporary route removed by August 30, 2021.</li> <li>Reference to Traffic Control and General Conditions pay items revised to reflect updated Bid Form maximums.</li> </ul> |
| Detailed Specifications/<br>Pages DS-17 to DS-20                    | Pages Addendum1-DS-3 to Addendum1-DS-6; to reflect updated Bid Form maximums.  |
| Detailed Specifications/<br>Pages DS-21 to DS-23                    | Pages Addendum1-DS-7 to Addendum1-DS-9; corrected pay item number.   |
| Detailed Specifications   | Pages Addendum1-DS-10 to Addendum1-DS-13; added Detailed Specification for Item #204 - Minor Traffic Devices.  |
| Detailed Specifications   | Page Addendum1-DS-14; added Detailed Specification for Item #206 – No Parking Signs.   |
| Detailed Specifications   | Pages Addendum1-DS-15 to Addendum1-DS-16; added Detailed Specification for Item #208 - Restoration.  |
| Detailed Specifications/<br>Pages DS-21 to DS-23                    | Pages Addendum1-DS-17 to Addendum1-DS-18; removed bolded statement regarding seven (7) days to complete final patching; added additional Item of Work “Sand Subbase Course, Class II C.I.P.” as directed.  |
| Detailed Specifications   | Pages Addendum1-DS-19 to Addendum1-DS-20; added Detailed Specifications for Items #230 and #231.   |
| Detailed Specifications/<br>Page DS-33                              | Page Addendum1-DS-21; corrected pay item number.   |
| Detailed Specifications   | Pages Addendum1-DS-22 to Addendum1-DS-23; added Detailed Specifications for Items #233 - #234.   |
| Detailed Specifications/<br>Pages DS-39 to DS-40                    | Pages Addendum1-DS-24 to Addendum1-DS-25; corrected pay item number.   |
| Detailed Specifications/<br>Pages DS-35 to DS-37                    | Pages Addendum1-DS-27 to Addendum1-DS-29; corrected pay item numbers and added Item #251   |

|   |   |
|---|---|
| Detailed Specifications/<br>Pages DS-31 to DS-32  | Pages Addendum1-DS-30 to Addendum1-DS-31; corrected pay item number.  |
| Detailed Specifications   | Page Addendum1-DS-32; Added Detailed Specification for #253   |
| Detailed Specifications   | Pages Addendum1-DS-33 to Addendum1-DS-35; Added Detailed Specifications for #264 – #277.  |
| Detailed Specifications   | Pages Addendum1-DS-36 to Addendum1-DS-38; Added Detailed Specifications for #278 – #279.  |
| Detailed Specifications   | Pages Addendum1-DS-39 to Addendum1-DS-41; Added Detailed Specification for #280.  |
| Detailed Specifications   | Pages Addendum1-DS-42 to Addendum1-DS-43; Added Detailed Specification for #290.  |
| Detailed Specifications   | Pages Addendum1-DS-44 to Addendum1-DS-45; Added Detailed Specifications for #291 - #293.  |
| Detailed Specifications   | Page Addendum1-DS-46; Added Detailed Specification for #702   |
| <b>The entire drawing set has been included herein but only the following drawings have been revised:</b> |   |
| Drawings/1  | Revised Sheet List Table.   |
| Drawings/2  | Revised Construction Notes 7-9, 12, 14.   |
| Drawings/11   | Revised sidewalk type on the southwest corner of Barton and Northside.  |
| Drawings/11-13  | Profile grade labels indicate location south face of walk.  |
| Drawings/17   | Extended lane closure on north side; indicated temporary pavement markings; added pedestrian routing.   |
| Drawings/18-19  | Reduced removal and replacement limits on south side at east and west ends; added temporary grading easement.   |
| Drawings/20-21  | Added profile information.  |
| Drawings/23   | Removed barricades at southerly most driveway   |
| Drawings/24   | Revised sidewalk type through driveways to eliminate fibermesh  |
| Drawings/25   | Added pedestrian routing; reduced scope of MOT, eliminating north side of Traver and corners of Traver and Lakehurst/Lancashire intersection.   |
| Drawings/26-29  | Eliminated removal and replacement in median, at north side of Traver, and at all corners of Traver and Lakehurst/Lancashire intersection; eliminated extension of median at east leg of Traver and Lakehurst intersection. |

## II. QUESTIONS AND ANSWERS

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

Question 1: Is the City going to offer a multiple year contract, or offer yearly renewal options, for the Sidewalk Gap Elimination program since it is newly funded by a New Sidewalk Millage?

Answer 1: **The City cannot offer a multiple year contract or yearly renewal option for this project due to time constraints. Next year's segments have not been programmed yet and therefore the potentially unique needs in those segments cannot be known and captured in this contract. However, a multiple year contract will be considered where feasible.**

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

**TABLE OF CONTENTS**

TABLE OF CONTENTS..... TC-1  
INSTRUCTIONS TO BIDDERS.....IB-1 to 6  
INVITATION TO BID..... ITB-1 to 3  
BID FORMS..... BF-1 to 11  
CONTRACT.....C-1 to 4  
BOND FORMS..... B-1 to 2  
GENERAL CONDITIONS..... GC-1 to 18  
STANDARD SPECIFICATIONS..... SS-1  
DETAILED SPECIFICATION..... DS-1 to 40

APPENDIX..... APDX-1

**ATTACHMENTS**

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

# INSTRUCTIONS TO BIDDERS

## General

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

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

## Preparation of Bids

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

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

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

## Questions or Clarifications / Designated City Contacts

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

All questions shall be due on or before **June 16, 2021** by 11:59 PM (Local Time) and should be addressed as follows:

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

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

## Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

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

## Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **June 24, 2021 by 2:00 PM (local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and **one (1)** Bid copies in a sealed envelope clearly marked: **ITB No. 4685 / 2021 Sidewalk Gap Elimination**.

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Floor  
301 East Huron Street  
Ann Arbor, MI 48104

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

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

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

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

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

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

## Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each



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

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

## Official Documents

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

## Bid Security

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

## Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of sixty (60) days

## Contract Time

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

## Liquidated Damages

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

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

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

## Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-2 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## Wage Requirements

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

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of the Sample Certified Payroll form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

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

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

## Conflict Of Interest Disclosure

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

## Major Subcontractors

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

## Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred,

suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

## Disclosures

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

## Bid Protest

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

*Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by any prospective bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.*

## Cost Liability

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

## Reservation of Rights

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

## Idlefree Ordinance

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

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

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

In addition, generators and other internal combustion engines are covered

- (1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except

when it is providing power or electrical energy to equipment or a tool that is actively in use.

## **Environmental Commitment**

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

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

## INSTRUCTIONS TO BIDDERS

### General

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

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

### Preparation of Bids

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

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

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

### Questions or Clarifications / Designated City Contacts

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

All questions shall be due on or before **June 16, 2021** by 11:59 PM (Local Time) and should be addressed as follows:

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

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

### Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

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

## Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **June 24, 2021 by 2:00 PM (local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and **one (1)** Bid copies in a sealed envelope clearly marked: **ITB No. 4685 / 2021 Sidewalk Gap Elimination**.

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Floor  
301 East Huron Street  
Ann Arbor, MI 48104

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

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

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

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

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

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

## Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each

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

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

## Official Documents

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

## Bid Security

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

## Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of sixty (60) days

## Contract Time

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

## Liquidated Damages

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

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

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

## Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-2 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## Wage Requirements

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

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of the Sample Certified Payroll form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

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

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

## Conflict Of Interest Disclosure

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

## Major Subcontractors

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

## Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred,



suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

## Disclosures

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

## Bid Protest

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

*Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by any prospective bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.*

## Cost Liability

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

## Reservation of Rights

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

## Idlefree Ordinance

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

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

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

In addition, generators and other internal combustion engines are covered

- (1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except

when it is providing power or electrical energy to equipment or a tool that is actively in use.

### **Environmental Commitment**

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

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

## INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered ONE, 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 24 DAY OF JUNE, 2021.

DOAM CONSTRUCTION CO.

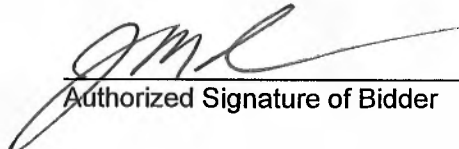
Bidder's Name

3670 CARPENTER RD  
YPSILANTI, MI 48197

Official Address

734-323-3642

Telephone Number



Authorized Signature of Bidder

JIM McCLINNIS  
(Print Name of Signer Above)

JIMCLINNIS@DOAMCOMPANIES.COM  
Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of MICHIGAN, for whom JIM McINNIS, bearing the office title of V.P., 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

JIM Date 6/24, 2021

(Print) Name JIM McINNIS Title V.P.

Company: DOAN CONSTRUCTION CO.

Address: 3676 CARPENTER RD. YPSILANTI MI 48197

Contact Phone 734 323-3642 Fax 734 971-4415

Email JMcINNIS@DOANCOMPANIES.COM

**BID FORM**  
**SCHEDULE OF PRICES**

| <u>Item</u> | <u>Description</u>                                   | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-------------|--|-------------|---------------------------|-------------------|--------------------|
| 130         | Protective Fencing                                   | FT          | 1000                      | \$ 4.00           | \$ 4,000.00        |
| 201         | Project Supervision, Max \$9,000.00                  | LS          | 1                         | \$ 9,000.00       | \$ 9,000.00        |
| 202         | General Conditions, Max. \$12,500.00                 | LS          | 1                         | \$ 12,500.00      | \$ 12,500.00       |
| 203         | Digital Audio Visual Coverage                        | LS          | 1                         | \$ 1,750.00       | \$ 1,750.00        |
| 204         | Minor Traffic Devices, Max \$5,000.00                | LS          | 1                         | \$ 5,000.00       | \$ 5,000.00        |
| 206         | "No Parking" Signs                                   | EA          | 10                        | \$ 33.33          | \$ 333.30          |
| 207         | Certified Payroll Compliance and Reporting           | LS          | 1                         | \$ 1.00           | \$ 1.00            |
| 208         | Restoration  | SYD         | 1000                      | \$ 13.75          | \$ 13,750.00       |
| 213         | HMA Pathway Removal, Any Depth                       | SFT         | 7650                      | \$ 1.50           | \$ 11,475.00       |
| 214         | HMA Pavement Removal, Any Depth                      | SFT         | 2250                      | \$ 2.00           | \$ 4,500.00        |
| 215         | Remove Concrete Curb or Curb and Gutter - Any Type   | FT          | 350                       | \$ 14.00          | \$ 4,900.00        |
| 216         | Remove Concrete Sidewalk and Drive - Any Thickness   | SFT         | 2900                      | \$ 2.00           | \$ 5,800.00        |
| 230         | Station Grading                                      | LF          | 3500                      | \$ 15.00          | \$ 52,500.00       |
| 231         | Sidewalk Ramp Grading                                | EA          | 13                        | \$ 1.00           | \$ 13.00           |
| 232         | Subgrade Undercutting - Type II                      | CYD         | 10                        | \$ 60.00          | \$ 600.00          |
| 233         | Sand Subbase Course, Class II - C.I.P.               | CYD         | 200                       | \$ 60.00          | \$ 12,000.00       |
| 234         | 21AA Limestone, C.I.P.                               | CYD         | 10                        | \$ 60.00          | \$ 600.00          |
| 242         | HMA Approach   | TON         | 40                        | \$ 325.00         | \$ 13,000.00       |
| 243         | HMA Hand Patching                                    | TON         | 25                        | \$ 325.00         | \$ 8,125.00        |
| 246         | Concrete Curb or Curb and Gutter - All Types         | FT          | 400                       | \$ 47.00          | \$ 18,800.00       |
| 247         | 4 Inch Concrete Sidewalk                             | SFT         | 14500                     | \$ 11.60          | \$ 168,200.00      |
| 248         | 6 Inch Concrete Sidewalk Ramp                        | SFT         | 2000                      | \$ 12.50          | \$ 25,000.00       |
| 249         | 6 Inch Concrete Drive or Sidewalk - High Early       | SFT         | 1000                      | \$ 12.70          | \$ 12,700.00       |
| 250         | 8 Inch Concrete Drive/Sidewalk with Fibermesh Reinf. | SFT         | 200                       | \$ 13.80          | \$ 2,760.00        |
| 251         | 8 Inch Concrete Drive/Sidewalk - High Early          | SFT         | 400                       | \$ 13.80          | \$ 5,520.00        |
| 252         | Detectable Warning, Cast In Place                    | SFT         | 200                       | \$ 20.00          | \$ 4,000.00        |
|             |  |             |                           |                   |                    |
|             | TOTAL THIS PAGE (BF-1) (Also to be entered on BF-2)  |             |                           | \$                | 396,827.30         |

| BID FORM           |   |      |                    |             |    |             |
|--------------------|---|------|--------------------|-------------|----|-------------|
| SCHEDULE OF PRICES |   |      |                    |             |    |             |
| Item               | Description   | Unit | Estimated Quantity | Unit Price  |    | Total Price |
| 260                | Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk              | FT   | 400                | \$ 8.00     | \$ | 3,200.00    |
| 264                | Pavt Mrg Cover, Type R, Black                                 | FT   | 200                | \$ 4.00     | \$ | 800.00      |
| 266                | Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp | FT   | 600                | \$ 1.95     | \$ | 1,170.00    |
| 267                | Pavt Mrkg, Wet Reflective, Type R, Tape, 6 inch, White, Temp  | FT   | 850                | \$ 2.95     | \$ | 2,507.50    |
| 269                | Lighted Arrow Board, Furnish and Operate                      | EA   | 1                  | \$ 167.67   | \$ | 167.67      |
| 270                | Sign, Portable Changeable Message, Furnish and Operate        | EA   | 4                  | \$ 1,000.00 | \$ | 4,000.00    |
| 271                | Plastic Drum - Lighted, Furnish and Operate                   | EA   | 250                | \$ 8.67     | \$ | 2,167.50    |
| 272                | Barricade Type III - Lighted, Furnish and Operate             | EA   | 25                 | \$ 26.67    | \$ | 666.75      |
| 273                | Temporary Sign, Type B, Furnish and Operate                   | SFT  | 300                | \$ 1.33     | \$ | 399.00      |
| 274                | Sidewalk Barricade (Type II)                                  | EA   | 8                  | \$ 30.00    | \$ | 240.00      |
| 275                | Pedestrian Channelizer, Temp                                  | EA   | 12                 | \$ 30.00    | \$ | 360.00      |
| 276                | Pedestrian Channelizer Barrier, Temp                          | EA   | 160                | \$ 50.00    | \$ | 8,000.00    |
| 277                | Sign Cover  | EA   | 10                 | \$ 15.00    | \$ | 150.00      |
| 278                | Temporary Pedestrian Ramp                                     | EA   | 4                  | \$ 1.00     | \$ | 4.00        |
| 279                | Temporary Pedestrian Mat                                      | EA   | 4                  | \$ 1.00     | \$ | 4.00        |
| 280                | Audible Message Device  | EA   | 2                  | \$ 108.33   | \$ | 216.66      |
| 290                | Underground Sprinkling Systems, Restore                       | DLR  | 10000              | \$ 1.00     | \$ | 10,000      |
| 291                | Adjust Structure Cover  | EA   | 2                  | \$ 500.00   | \$ | 1,000.00    |
| 292                | Adjust Monument Box, Valve Box, or Gas Box                    | EA   | 4                  | \$ 250.00   | \$ | 1,000.00    |
| 293                | Structure Covers  | LBS  | 200                | \$ 4.50     | \$ | 900.00      |
| 702                | Erosion Control, Inlet Protection                             | EA   | 30                 | \$ 200.00   | \$ | 6,000.00    |
|                    | TOTAL THIS PAGE (BF-2) (Also to be entered below)             |      |                    | \$          |    | 42,953.08   |
|                    | TOTAL FROM PAGE BF-1  |      |                    | \$          |    | 396,827.30  |
|                    | TOTAL FROM PAGE BF-2  |      |                    | \$          |    | 42,953.08   |
|                    | TOTAL BASE BID  |      |                    | \$          |    | 439,780.38  |

# BID FORM

## Section 2 – Material, Equipment and Environmental Alternates

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


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

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

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

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

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

Signature of Authorized Representative of Bidder  Date 6/24/21



# BID FORM

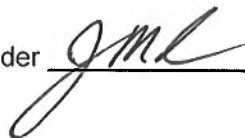
## Section 3 - Time Alternate

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

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

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

Signature of Authorized Representative of Bidder



Date

6/29/21

# BID FORM

## Section 4 - Major Subcontractors

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

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

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

| <u>Subcontractor (Name and Address)</u>                           | <u>Work</u>             | <u>Amount</u> |
|---|-------------------------|---------------|
| IRON CREEK CONSTRUCTION<br>811 RED MILL DR.<br>TECUMSEH, MI 49286 | EXCAVATION<br>& GRADING | \$ 100,788.00 |

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

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

Signature of Authorized Representative of Bidder \_\_\_\_\_ Date \_\_\_\_\_

# BID FORM

## Section 5 – References

Include a minimum of 3 references from similar projects completed within the past 3 years.

*SEE ATTACHMENT I*

1) \_\_\_\_\_  
Project Name Cost Date Constructed

\_\_\_\_\_ Phone Number  
Contact Name

2) \_\_\_\_\_  
Project Name Cost Date Constructed

\_\_\_\_\_ Phone Number  
Contact Name

3) \_\_\_\_\_  
Project Name Cost Date Constructed

\_\_\_\_\_ Phone Number  
Contact Name

**BID FORM**

**Section 6 – Contractor Information and Responsible Contractor Criteria**

*Backup documentation may be requested at the sole discretion of the City to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the bid being considered non-responsive and will not be considered for award.*

*Failure to provide responses to all questions may result in being deemed non-responsive.*

*Attach additional pages as needed if space below is insufficient.*

Pursuant to Sec 1:312(20) of the City Code which sets forth requirements of a responsible bidder, Bidder is required to submit the following:

1. Organization Name: DOAN CONSTRUCTION CO.

Social Security or Federal Employer I.D. #: 38-190563

Address: 3670 CARPENTER RD.

City: YPSILANTI State: MI Zip: 48197

Type of Organization (circle one below):

~~Individual~~      ~~Partnership~~      Corporation      ~~Joint Venture~~      ~~Other~~

If "Other" please provide details on the organization:

NA

Year organization established: 1970

2. Current owners/principals/members/managing members/partners of the organization:

DENNIS DOAN, MATT DOAN, BRAD DOAN

3. Assumed Names, "doing business as" d/b/a, and/or former organization names(s), if applicable: NA

Explanation of any business name changes:

NA

4. If applicable, please provide a list of all bidder's litigation and arbitrations currently pending and within the past five years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).

NA

---

5. Qualifications of management and supervisory personnel to be assigned by the bidder:

SEE ATTACHMENT II

---

6. List the state and local licenses and license numbers held by the bidder:

NA

---

7. Will all subcontractors, employees and other individuals working on the construction project maintain current applicable licenses required by law for all licensed occupations and professions?

Yes

No

8. Will contractors, subcontractors, employees, and other individuals working on the construction project be misclassified by bidder as independent contractors in violation of state or federal law?

Yes

No

9. Submit a statement as to what percentage of your work force resides within the City of Ann Arbor, and what percentage resides in Washtenaw County, Michigan, and the same information for any major subcontractors.

SEE ATTACHMENT III

---

10. Submit documentation as to bidder's employee pay rates (e.g., certified payroll without SSN or personal identifying information, or chart of job titles and pay rates, or other evidence).

SEE ATTACHMENT IV

11. State whether bidder provides health insurance, pension or other retirement benefits, paid leave (vacation, personal time, sick leave, etc), or other benefits to its employees, and if so, state whether each benefit is provided directly to employees, by payments or contributions to a third-party administered plan, in cash (e.g., fringe benefit portion of prevailing wages), or other manner.

SEE ATTACHMENT V

---

12. State whether bidder is an equal opportunity employer and does not discriminate in its hiring on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.

Yes

No

13. State whether bidder has Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses, and if so, submit supporting documentation or other evidence of such program(s).

SEE ATTACHMENT VI

---

14. Has bidder had any violations of state, federal, or local laws or regulations, including OSHA or MIOSHA violations, state or federal prevailing wage laws, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five years?

Yes

No

If you answered "yes" to the question above, for each violation provide an explanation of the nature of the violation, the agency involved, a violation or reference number, any other individual(s) or party(ies) involved, and the status or outcome and resolution.

15. Does bidder have an existing Fitness for Duty Program (drugs and alcohol testing) of each employee working on the proposed jobsite?

Yes

No

If you answered "Yes", please submit documentation of the Fitness for Duty Program and what it entails.

SEE ATTACHMENT VII

16. Submit documents or evidence of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.

NA

17. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.

SEE ATTACHMENT VIII

18. Does bidder have an on-going MIOSHA-approved safety-training program for employees to be used on the proposed job site?

Yes  No

If bidder answered "yes" to the question above, submit documentation of your safety-training program.

SEE ATTACHMENT VII

19. Does bidder have evidence of worker's compensation Experience Modification Rating ("EMR")?

Yes  No

EMR = SEE ATTACHMENT IX

20. Will bidder use masters, journeypersons and apprentices on the project?

Yes  No

If bidder answered "yes" to the question above, provide the ratio of masters and journeypersons to apprentices for this project. 100% JOURNEY PERSONS

Ratio: \_\_\_\_\_

If bidder answered "no" to the question above, submit documentation regarding the qualifications of each worker who may or will be assigned on the project.

If, yes, Ratio = NA

21. Can bidder provide documentation that it participates in a Registered Apprenticeship Program (RAP) that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the Office of Apprenticeship?

Yes  No

If bidder answered "yes" to the question above, please submit a copy of the program document(s) and evidence of its registration.

SEE ATTACHMENT X

If bidder answered "no" to the question above, please provide details on how you assess the skills and qualifications of any employees who do not have master or

journey person certification or status, or are not participants in a Registered Apprenticeship Program.

---

22. Will bidder comply with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project?

Yes

No

23. Submit evidence that bidder has financial resources to start up and follow through on the project and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidders scope of work on the project. The written verification must be submitted by a licensed surety company rated B+ or better in the current A.M. Best Guide and qualified to do business within the State of Michigan, and the same audited financial information for any subcontractor estimated to be paid more than \$100,000 related to any portion of the project.

SEE ATTACHMENT XI

24. Submit evidence of a quality assurance program used by the bidder and the results of same on the bidder's previous projects.

SEE ATTACHMENT XII



## **Attachment I – Section 5-References**

See attached list of similar projects for the last five years.

**2017**

|                                |                                |                                |                                 |                 |                              |                        |  |                                      |
|--------------------------------|--------------------------------|--------------------------------|---------------------------------|-----------------|------------------------------|------------------------|--|--------------------------------------|
| <b>Project Name</b>            | <b>UM 2017 Sidewalk Repair</b> | <b>UM 2017 Sidewalk Repair</b> | <b>UM Bio Pervious Concrete</b> | <b>UM Quad</b>  | <b>UM Medical Fuller Lot</b> | <b>UM ASCP</b>         | <b>City of Ann Arbor Sidewalk Repair</b> | <b>City of Ann Arbor Resurfacing</b> |
| <b>Owner</b>                   | Doan project number: 17-301    | 17-305                         | University of Michigan          | 17-306          | University of Michigan       | 17-718                 | 16-500                                   | 17-502                               |
| <b>Contact</b>                 | Mark Borgman                   | Mark Borgman                   | Mark Borgman                    | Mark Borgman    | Mark Borgman                 | University of Michigan | City of Ann Arbor                        | City of Ann Arbor Resurfacing        |
| <b>Phone</b>                   | 616-648-7622                   | 616-648-7622                   | 616-648-7622                    | 616-648-7622    | 616-648-7622                 | 616-648-7622           | Jane Allen                               | Dave Dykman                          |
| <b>Architect / Engineer</b>    | see above                      | see above                      | see above                       | see above       | see above                    | Granger                | see above                                | see above                            |
| <b>Contact</b>                 |                                |                                |                                 |                 |                              | Jerry Brand            |  |                                      |
| <b>Phone</b>                   |                                |                                |                                 |                 |                              | 517-393-1670           |  |                                      |
| <b>Contract Amount</b>         | \$120,000                      | \$120,000                      | \$15,000                        | \$138,000       | \$17,000                     | \$17,000               | \$500,000                                | \$1,000,000                          |
| <b>Percent Complete</b>        | 100%                           | 100%                           | 100%                            | 100%            | 100%                         | 100%                   | 100%                                     | 100%                                 |
| <b>Scheduled Completion</b>    | 11/17                          | 11/17                          | 11/17                           | 11/17           | 11/17                        | 11/17                  | 11/17                                    | 11/17                                |
| <b>Work performed in-house</b> | 100%                           | 100%                           | 100%                            | 100%            | 100%                         | 100%                   | 90%                                      | 100%                                 |
| <b>Prime or Subcontract</b>    | Subcontract                    | Subcontract                    | Subcontract                     | Subcontract     | Prime                        | Subcontract            | Prime                                    | Subcontractor                        |
| <b>Prime Contractor</b>        | Spence Brothers                | Krull Construction             | Spence Brothers                 | Spence Brothers | Prime                        | laifrate Construction  | Prime                                    | Cadillac Asphalt Paving              |

**Total number of projects started/completed: 149**

**2018**

|                                |                             |                                |                                |                                 |                                       |                                      |
|--------------------------------|-----------------------------|--------------------------------|--------------------------------|---------------------------------|---------------------------------------|--------------------------------------|
| <b>Project Name</b>            | <b>UM Lot NC90</b>          | <b>UM 2018 Asphalt program</b> | <b>UM 2018 Sidewalk Repair</b> | <b>Federal, Commerce, Green</b> | <b>City of Ypsilanti Fire station</b> | <b>City of Ann Arbor Resurfacing</b> |
| <b>Owner</b>                   | Doan project number: 18-768 | University of Michigan         | University of Michigan         | 18-504                          | 18-505                                | 18-503                               |
| <b>Contact</b>                 | University of Michigan      | University of Michigan         | Mark Borgman                   | City of Ann Arbor/MDOT          | City of Ypsilanti                     | City of Ann Arbor Resurfacing        |
| <b>Phone</b>                   |                             | 616-648-7622                   | 616-648-7622                   | Jane Allen                      | Matt Parks                            | Dave Dykman                          |
| <b>Architect / Engineer</b>    | see above                   | see above                      | see above                      | 419-345-1976                    | 248-444-8984                          | 734-645-6560                         |
| <b>Contact</b>                 |                             |                                |                                | see above                       | OHM                                   | see above                            |
| <b>Phone</b>                   |                             |                                |                                | see above                       | Matt Parks                            | see above                            |
| <b>Contract Amount</b>         | \$55,200                    | \$55,200                       | \$708,000                      | \$376,000                       | \$360,000                             | \$1,000,000                          |
| <b>Percent Complete</b>        | 100%                        | 100%                           | 100%                           | 100%                            | 100%                                  | 100%                                 |
| <b>Scheduled Completion</b>    | 11/18                       | 11/18                          | 11/18                          | 11/18                           | 11/18                                 | 11/17                                |
| <b>Work performed in-house</b> | 100%                        | 100%                           | 100%                           | 100%                            | 70%                                   | 80%                                  |
| <b>Prime or Subcontract</b>    | subcontract                 | subcontract                    | subcontract                    | Prime                           | Prime                                 | Subcontractor                        |
| <b>Prime Contractor</b>        | Fonson, Inc. 810-231-5188   | ASI Paving                     | Spence Brothers                | Prime                           | Prime                                 | Cadillac Asphalt Paving              |

**Number of projects started/completed: 142**

**2019**

|                                |                               |                                 |                   |                                     |                                      |                                      |
|--------------------------------|-------------------------------|---------------------------------|-------------------|-------------------------------------|--------------------------------------|--------------------------------------|
| <b>Project Name</b>            | <b>UM Lot NC40 &amp; NCS2</b> | <b>UM 2019 Sidewalk Program</b> | <b>UM Lot M29</b> | <b>2002 E. Washington Vault Rpr</b> | <b>UM Fletcher Parking Structure</b> | <b>Ann Arbor State Street Repair</b> |
| <b>Owner</b>                   | Doan project number: 19-761   | University of Michigan          | 19-792            | 19-502                              | 19-706                               | 19-736                               |
| <b>Contact</b>                 | University of Michigan        | University of Michigan          | Mark Borgman      | Cameron Holding                     | University of Michigan               | City of Ann Arbor Resurfacing        |
| <b>Phone</b>                   | 616-648-7622                  | 616-648-7622                    | 616-648-7622      | James Howell                        | Mark Borgman                         | Dave Dykman                          |
| <b>Architect / Engineer</b>    | see above                     | see above                       | see above         | 734-325-3267                        | 616-648-7622                         | 734-645-6560                         |
| <b>Contact</b>                 |                               |                                 |                   | see above                           | see above                            | see above                            |
| <b>Phone</b>                   |                               |                                 |                   |                                     |                                      | Jeff Corby                           |
| <b>Contract Amount</b>         | \$67,000                      | \$200,000                       | \$12,500          | \$2,446,365                         | \$121,000                            | \$735,000                            |
| <b>Percent Complete</b>        | 100%                          | 100%                            | 100%              | 100%                                | 100%                                 | 100%                                 |
| <b>Scheduled Completion</b>    | 11/18                         | 11/18                           | 11/18             | 11/18                               | 11/18                                | 11/18                                |
| <b>Work performed in-house</b> | 100%                          | 100%                            | 100%              | 100%                                | 80%                                  | 100%                                 |
| <b>Prime or Subcontract</b>    | subcontract                   | subcontract                     | subcontract       | Prime                               | Prime                                | Subcontractor                        |
| <b>Prime Contractor</b>        | ASI                           | Krull Construction              | ASI               | Prime                               | Prime                                | CES/City of Ann Arbor                |

**Number of projects started/completed: 122**

2020

| Project Name                      | Contract Amount                    | Percent Complete | Scheduled Completion | Work performed in-house | Prime or Subcontract | Prime Contractor    |
|-----------------------------------|------------------------------------|------------------|----------------------|-------------------------|----------------------|---------------------|
| City of Ann Arbor Resurfacing     | \$2,446,365                        | 100%             | 11/18                | 100%                    | Prime                | see above           |
| Doan project number: 20-500       |                                    |                  |                      |                         |                      |                     |
| City of Ann Arbor Resurfacing     |                                    |                  |                      |                         |                      | see above           |
| City of Ann Arbor                 |                                    |                  |                      |                         |                      | see above           |
| Jane Allen                        |                                    |                  |                      |                         |                      | see above           |
| 419-345-1976                      |                                    |                  |                      |                         |                      | see above           |
| City of Ann Arbor Sidewalk Repair | \$500,000                          | 100%             | 11/18                | 90%                     | Prime                | see above           |
| Doan project number: 20-502       |                                    |                  |                      |                         |                      |                     |
| City of Ann Arbor Sidewalk Repair |                                    |                  |                      |                         |                      | see above           |
| City of Ann Arbor                 |                                    |                  |                      |                         |                      | see above           |
| Michael Neuring                   |                                    |                  |                      |                         |                      | see above           |
| 734-323-6511                      |                                    |                  |                      |                         |                      | see above           |
| Border to Border Frog Island Path | \$588,000                          | 95%              | 11/21                | 75%                     | Prime                | see above           |
| Doan project number: 20-504       |                                    |                  |                      |                         |                      |                     |
| Border to Border Frog Island Path |                                    |                  |                      |                         |                      | see above           |
| Washienaw County Parks            |                                    |                  |                      |                         |                      | see above           |
| Roy Townsend                      |                                    |                  |                      |                         |                      | see above           |
| 734-845-1903                      |                                    |                  |                      |                         |                      | see above           |
| Ann Arbor Saline Road             | \$500,000                          | 95%              | 11/21                | 75%                     | Prime                | Stantec engineering |
| Doan project number: 20-505       |                                    |                  |                      |                         |                      |                     |
| Ann Arbor Saline Road             |                                    |                  |                      |                         |                      | see above           |
| Clair Martin                      |                                    |                  |                      |                         |                      | see above           |
| 734-263-9031                      |                                    |                  |                      |                         |                      | see above           |
| All Seasons Development           | \$50,000                           | 98%              | 11/21                | 95%                     | Prime                | see above           |
| Doan project number: 20-506       |                                    |                  |                      |                         |                      |                     |
| All Seasons Development           |                                    |                  |                      |                         |                      | see above           |
| 19-321                            |                                    |                  |                      |                         |                      | see above           |
| Beztak                            |                                    |                  |                      |                         |                      | see above           |
| Ron Godair                        |                                    |                  |                      |                         |                      | see above           |
| 734-660-3143                      |                                    |                  |                      |                         |                      | see above           |
| Martin Road                       | \$200,000                          | 100%             | 11/20                | 100%                    | Prime                | MDOT                |
| Doan project number: 20-747       |                                    |                  |                      |                         |                      |                     |
| Martin Road                       |                                    |                  |                      |                         |                      | MDOT                |
| MDOT                              |                                    |                  |                      |                         |                      | MDOT                |
| Contract Amount                   | \$792,430                          |                  |                      |                         |                      |                     |
| Percent Complete                  | 100%                               |                  |                      |                         |                      |                     |
| Scheduled Completion              | 11/20                              |                  |                      |                         |                      |                     |
| Work performed in-house           | 100%                               |                  |                      |                         |                      |                     |
| Prime or Subcontract              | 100%                               |                  |                      |                         |                      |                     |
| Prime Contractor                  | subcontractor                      |                  |                      |                         |                      |                     |
|                                   | Florence Contracting, 586-997-2666 |                  |                      |                         |                      |                     |

**Number of projects started/completed: 125**

2021

| Project Name                       | Contract Amount | Percent Complete | Scheduled Completion | Work performed in-house | Prime or Subcontract | Prime Contractor        |
|------------------------------------|-----------------|------------------|----------------------|-------------------------|----------------------|-------------------------|
| XLFC Amazon                        | \$1,500,000     | 70%              | 7/21                 | 100%                    | subcontractor        | Lithco Contracting, LLC |
| Doan project number: 21-701        |                 |                  |                      |                         |                      |                         |
| XLFC Amazon                        |                 |                  |                      |                         |                      | see above               |
| Amazon                             |                 |                  |                      |                         |                      | see above               |
| 513-863-5100                       |                 |                  |                      |                         |                      | see above               |
| Lithco Contracting, LLC            |                 |                  |                      |                         |                      | see above               |
| Matt Shaffer                       |                 |                  |                      |                         |                      | see above               |
| 586-254-2040                       |                 |                  |                      |                         |                      | see above               |
| Dans Excavating                    |                 |                  |                      |                         |                      | see above               |
| Justin Peyerl                      |                 |                  |                      |                         |                      | see above               |
| 586-254-2040                       |                 |                  |                      |                         |                      | see above               |
| MDOT M59                           | \$2,200,000     | 10%              | 11/22                | 100%                    | subcontractor        | MDOT                    |
| Doan project number: 21-304        |                 |                  |                      |                         |                      |                         |
| MDOT M59                           |                 |                  |                      |                         |                      | MDOT                    |
| MDOT                               |                 |                  |                      |                         |                      | MDOT                    |
| Ann Arbor South Industrial         | \$613,000       | 0%               | 11/21                | 75%                     | Prime                | see above               |
| Doan project number: 21-306        |                 |                  |                      |                         |                      |                         |
| Ann Arbor South Industrial         |                 |                  |                      |                         |                      | see above               |
| City of Ann Arbor                  |                 |                  |                      |                         |                      | see above               |
| Theresa Bridges                    |                 |                  |                      |                         |                      | see above               |
| 734-794-6410, 43672                |                 |                  |                      |                         |                      | see above               |
| City of Ann Arbor Resurfacing      | \$2,000,000     | 0%               | 11/21                | 100%                    | Subcontractor        | City of Ann Arbor       |
| Doan project number: 21-500        |                 |                  |                      |                         |                      |                         |
| City of Ann Arbor Resurfacing      |                 |                  |                      |                         |                      | see above               |
| Dave Dykman                        |                 |                  |                      |                         |                      | see above               |
| 734-645-6560                       |                 |                  |                      |                         |                      | see above               |
| Chelsea Middle School              | \$53,315        | 0%               | 11/21                | 100%                    | subcontractor        | Chelsea Middle School   |
| Doan project number: 21-308        |                 |                  |                      |                         |                      |                         |
| Chelsea Middle School              |                 |                  |                      |                         |                      | see above               |
| City of Chelsea                    |                 |                  |                      |                         |                      | see above               |
| Spence Brothers                    |                 |                  |                      |                         |                      | see above               |
| Plum Grove Subdivision             | \$70,600        | 0%               | 11/21                | 100%                    | Prime                | Plum Grove Subdivision  |
| Doan project number: 21-712        |                 |                  |                      |                         |                      |                         |
| Plum Grove Subdivision             |                 |                  |                      |                         |                      | see above               |
| Guenther Building                  |                 |                  |                      |                         |                      | see above               |
| Bob Guenther                       |                 |                  |                      |                         |                      | see above               |
| 734-320-4307                       |                 |                  |                      |                         |                      | see above               |
| Pulte Homes - Various Subdivisions | \$650,000       | 25%              | 11/21                | 100%                    | Prime                | Pulte Homes             |
| Doan project number: 21-800        |                 |                  |                      |                         |                      |                         |
| Pulte Homes - Various Subdivisions |                 |                  |                      |                         |                      | see above               |
| John Carson                        |                 |                  |                      |                         |                      | see above               |
| 248-284-5300                       |                 |                  |                      |                         |                      | see above               |
| Contract Amount                    | \$1,500,000     |                  |                      |                         |                      |                         |
| Percent Complete                   | 70%             |                  |                      |                         |                      |                         |
| Scheduled Completion               | 7/21            |                  |                      |                         |                      |                         |
| Work performed in-house            | 100%            |                  |                      |                         |                      |                         |
| Prime or Subcontract               | subcontractor   |                  |                      |                         |                      |                         |
| Prime Contractor                   | Lithco          |                  |                      |                         |                      |                         |

**Number of projects on 2021 workload, YTD: 117**

## **Attachment II – Section 6, Item 5, Qualifications of Management**

See attached summary of key personal.

## **Attachment II – Key Individuals Construction Experience**

### **Dennis Doan**

Age: 75

Position: Owner, Chairman

Dennis is a second generation owner. Started with the company in 1970 and was a key person building what Doan Construction is today. Dennis has over 60 years of experience in the concrete construction business. Dennis has bid, built, and managed well over a thousand project in his career.

### **Matt Doan**

Age: 51

Position: President

Matt is a third generation owner. Matt worked for Thompson McCully Co. from 1992 -1996 and then started at Doan Construction in 1997. Matt oversees the daily operations of Doan Construction. Matt has over 30 years of experience in road construction, concrete construction, trucking, land development and redi-mix operations. Aside from managing daily operations, Matt has bid and managed hundreds of projects ranging from a couple thousands to multimillion dollars.

### **Jim McInnis**

Age: 57

Position: V.P. Construction

While in school, Jim worked for MDOT in the construction field offices for three construction seasons. Then worked for the Bureau of Land Management in their surveying department for two seasons. Jim then joined Thompson McCully Co. After fifteen years of service Jim join Doan Construction Co. and has been with them for over fifteen years. Jim has over 40 years of road construction and concrete construction experience and has bid and managed hundreds of projects small and large.

**John Senkowski**

Age: 58

Position: Senior Manager, Project Manager

John has 40 years of experience in construction. He worked for Goretski Construction for 10 years before venturing out on his own. In 1997, John started Senkowski Harris Construction, specializing in concrete construction and slip-form curb and gutter. In 2004 Senkowski Harris was acquired by Doan Construction and John has stayed with the company to date. John is responsible for the vast amount of bidding and oversees a large workload of projects. John will manage projects from a few thousand to multi million dollars.

Doan Construction Co. has two traveling superintendents and five foremen in the field. At any given time, Doan Construction has about 60 field employees working on various projects. Below is a list of our field supervisors.

**Rick Stewlow**

Age: 62

Position: superintendent

Years as a superintendent with the company: 22

**Dennis Mitchell**

Age: 54

Position: superintendent

Years as a superintendent with the company: 17

**Chris Carpenter**

Age: 57

Position: Foreman

Years as foreman with the company: 20

**Gerald Ramirez**

Age: 51

Position: Foreman

Years as foreman with the company: 18

**Richard Pierce**

Age: 50

Position: Forman

Years as foreman with the company: 5

**Jeremy Umphrey**

Age: 49

Position: Foreman

Years as foreman with the company: 6

**Jake Stewlow**

Age: 27

Position: Forman

Years as foreman with the company: 2

## **Attachment III – Section 6, Item 9, Work Force Residency**

See attached summary of work force



Residency

| Contractor            |                   |                  |
|-----------------------|-------------------|------------------|
| Company               | City of Ann Arbor | Washtenaw County |
| Doan Construction Co. | 2%                | 15%              |

| Sub-Contractor |                   |                  |
|----------------|-------------------|------------------|
| Company        | City of Ann Arbor | Washtenaw County |
| Iron Creek     | 0%                | 0%               |

## **Attachment IV – Section 6, Item 10, Wage Rates**

See attached union wage rates for each trade.

DOAN COMPANIES LABOR RATES  
 Rev/Sec 6/1/2021

|         |         |                 |       |
|---------|---------|-----------------|-------|
| L2 \$   | 25.20   | Apprentice 1 \$ | 21.13 |
| L3 \$   | 25.36   | Apprentice 2 \$ | 24.38 |
| L4 \$   | 25.52   | Apprentice 3 \$ | 27.63 |
| L5 \$   | 25.67   |                 |       |
| L6 \$   | 25.82   |                 |       |
| L7 \$   | 27.04   |                 |       |
| L8 \$   | 27.89   |                 |       |
| L9 \$   | 28.74   |                 |       |
| L10 \$  | 36.81   |                 |       |
| Foreman | \$50.00 | *43\$/HR SAT    |       |

|                           | Construction<br>Good thru 4/1/22 |          | (zone 1 only)<br>Good thru 5/31/22 |          | (AA Morgan)<br>Good thru 4/1/22 |          | (zone 1 only)<br>Good thru 5/31/22 |          | (zone 1 only)<br>Good thru 5/31/22 |          | (zone 1 only)<br>Good thru 5/31/22 |          | (current emp only)<br>Good thru 12/15/21 |          | (current emp only)<br>Good thru 12/27/21 |          |
|---------------------------|----------------------------------|----------|------------------------------------|----------|---------------------------------|----------|------------------------------------|----------|------------------------------------|----------|------------------------------------|----------|--|----------|--|----------|
|                           | REG.                             | O/T      | REG.                               | O/T      | REG.                            | O/T      | REG.                               | O/T      | REG.                               | O/T      | REG.                               | O/T      | REG.                                     | O/T      | REG.                                     | O/T      |
| BASE RATE:                | \$ 27.00                         | \$ 40.50 | \$ 32.01                           | \$ 48.02 | \$ 26.75                        | \$ 43.13 | \$ 32.60                           | \$ 48.75 | \$ 28.89                           | \$ 43.34 | \$ 23.05                           | \$ 34.88 | \$ 23.05                                 | \$ 34.88 | \$ 24.50                                 | \$ 36.75 |
| V & H                     | \$ 27.00                         | \$ 40.50 | \$ 4.80                            | \$ 7.20  | \$ 2.07                         | \$ 3.10  | \$ 2.00                            | \$ 3.00  | \$ 4.45                            | \$ 6.68  | \$ 2.00                            | \$ 3.00  | \$ 23.05                                 | \$ 34.88 | \$ 1.10                                  | \$ 1.10  |
| SUPPLE VAC                |                                  |          | \$ 0.05                            | \$ 0.05  | \$ 0.23                         | \$ 0.23  | \$ 0.28                            | \$ 0.28  | \$ 0.27                            | \$ 0.27  | \$ 0.18                            | \$ 0.18  | \$ 23.05                                 | \$ 34.88 | \$ 2.93                                  | \$ 2.93  |
| TAXABLE WAGES             | \$ 27.00                         | \$ 40.50 | \$ 38.86                           | \$ 55.27 | \$ 28.75                        | \$ 43.13 | \$ 34.50                           | \$ 50.75 | \$ 33.34                           | \$ 50.01 | \$ 23.05                           | \$ 34.88 | \$ 23.05                                 | \$ 34.88 | \$ 25.60                                 | \$ 37.85 |
| FICA                      | \$ 2.07                          | \$ 3.10  | \$ 2.82                            | \$ 4.23  | \$ 2.20                         | \$ 3.30  | \$ 2.64                            | \$ 3.88  | \$ 2.55                            | \$ 3.83  | \$ 1.76                            | \$ 2.64  | \$ 1.76                                  | \$ 2.64  | \$ 1.96                                  | \$ 2.90  |
| MISC                      | \$ 3.43                          | \$ -     | \$ 4.69                            | \$ -     | \$ 3.66                         | \$ -     | \$ 4.39                            | \$ -     | \$ 4.24                            | \$ -     | \$ 4.39                            | \$ -     | \$ 4.39                                  | \$ -     | \$ 3.26                                  | \$ -     |
| UTA                       | \$ 0.22                          | \$ -     | \$ 0.29                            | \$ -     | \$ 0.23                         | \$ -     | \$ 0.28                            | \$ -     | \$ 0.27                            | \$ -     | \$ 0.18                            | \$ -     | \$ 0.18                                  | \$ -     | \$ 0.20                                  | \$ -     |
| MST                       | \$ -                             | \$ -     | \$ -                               | \$ -     | \$ -                            | \$ -     | \$ -                               | \$ -     | \$ -                               | \$ -     | \$ -                               | \$ -     | \$ -                                     | \$ -     | \$ -                                     | \$ -     |
| WC                        | \$ 2.23                          | \$ 3.34  | \$ 3.04                            | \$ 4.55  | \$ 2.37                         | \$ 3.55  | \$ 2.85                            | \$ 4.19  | \$ 2.75                            | \$ 4.13  | \$ 1.90                            | \$ 2.85  | \$ 1.90                                  | \$ 2.85  | \$ 2.11                                  | \$ 3.12  |
| ADD UNION BENEFITS        | \$ 8.65                          | \$ -     | \$ 13.95                           | \$ 13.95 | \$ 8.55                         | \$ -     | \$ 6.30                            | \$ 6.30  | \$ 7.00                            | \$ 7.00  | \$ 6.30                            | \$ 6.30  | \$ 6.30                                  | \$ 6.30  | \$ 2.56                                  | \$ -     |
| PENSION                   | \$ 8.65                          | \$ -     | \$ 6.40                            | \$ 6.40  | \$ 8.55                         | \$ -     | \$ 7.08                            | \$ 7.08  | \$ 7.00                            | \$ 7.00  | \$ 7.08                            | \$ 7.08  | \$ 7.08                                  | \$ 7.08  | \$ 9.83                                  | \$ -     |
| HEALTH & WELFARE          | \$ -                             | \$ -     | \$ 1.00                            | \$ 1.00  | \$ -                            | \$ -     | \$ -                               | \$ -     | \$ -                               | \$ -     | \$ -                               | \$ -     | \$ -                                     | \$ -     | \$ -                                     | \$ -     |
| TRAINING                  | \$ -                             | \$ -     | \$ 0.45                            | \$ 0.45  | \$ -                            | \$ -     | \$ 0.35                            | \$ 0.35  | \$ 0.45                            | \$ 0.45  | \$ 0.35                            | \$ 0.35  | \$ 0.35                                  | \$ 0.35  | \$ -                                     | \$ -     |
| APPRENTICE                | \$ -                             | \$ -     | \$ 0.45                            | \$ 0.45  | \$ -                            | \$ -     | \$ 0.09                            | \$ 0.09  | \$ 0.12                            | \$ 0.12  | \$ 0.09                            | \$ 0.09  | \$ 0.09                                  | \$ 0.09  | \$ -                                     | \$ -     |
| RETIREE BENEFIT           | \$ -                             | \$ -     | \$ 0.10                            | \$ 0.10  | \$ -                            | \$ -     | \$ 0.12                            | \$ 0.12  | \$ 0.12                            | \$ 0.12  | \$ 0.12                            | \$ 0.12  | \$ 0.12                                  | \$ 0.12  | \$ -                                     | \$ -     |
| IPF                       | \$ -                             | \$ -     | \$ 0.16                            | \$ 0.16  | \$ -                            | \$ -     | \$ 0.06                            | \$ 0.06  | \$ 0.06                            | \$ 0.06  | \$ 0.06                            | \$ 0.06  | \$ 0.06                                  | \$ 0.06  | \$ -                                     | \$ -     |
| LABOR MGMT FUND           | \$ -                             | \$ -     | \$ 0.05                            | \$ 0.05  | \$ -                            | \$ -     | \$ 0.50                            | \$ 0.50  | \$ 0.50                            | \$ 0.50  | \$ 0.50                            | \$ 0.50  | \$ 0.50                                  | \$ 0.50  | \$ -                                     | \$ -     |
| IJUE NAT'L TRAINING       | \$ -                             | \$ -     | \$ 1.00                            | \$ 1.00  | \$ -                            | \$ -     | \$ -                               | \$ -     | \$ -                               | \$ -     | \$ -                               | \$ -     | \$ -                                     | \$ -     | \$ -                                     | \$ -     |
| INTNL PENSION             | \$ -                             | \$ -     | \$ -                               | \$ -     | \$ -                            | \$ -     | \$ -                               | \$ -     | \$ -                               | \$ -     | \$ -                               | \$ -     | \$ -                                     | \$ -     | \$ -                                     | \$ -     |
| Wage Base (excl-pt taxes) | \$ 44.50                         | \$ 40.50 | \$ 62.00                           | \$ 80.41 | \$ 46.25                        | \$ 43.13 | \$ 49.10                           | \$ 65.36 | \$ 47.26                           | \$ 63.93 | \$ 35.44                           | \$ 34.58 | \$ 35.44                                 | \$ 34.58 | \$ 37.73                                 | \$ 37.85 |
| WAGE TOTAL:               | \$ 52.14                         | \$ 48.34 | \$ 74.63                           | \$ 92.15 | \$ 54.71                        | \$ 49.90 | \$ 59.25                           | \$ 73.32 | \$ 57.07                           | \$ 71.90 | \$ 42.22                           | \$ 40.97 | \$ 42.22                                 | \$ 40.97 | \$ 43.83                                 | \$ 43.85 |

## **Attachment V – Section 6, Item 11, Health Insurance, Pension & Retirement**

See attachment IV for specific breakout of all benefits per trade.

All employees have company paid health insurance, pension and vacation pay. Benefits are provided by third party (per each trade union) to the employee as a fringe benefit.

## **Attachment VI – Section 6, Item 13, Equal Employment Opportunity Programs**

Doan Construction does not have a company specific plan. We rely on and participate in the many programs afforded to us through our membership in our unions and industry organizations. These programs consists of but not limited to; job fairs, job training and apprenticeships that promote minorities, women, veterans and returning citizens. Doan Construction not only participates but financially contributes to these programs through our dues.

### **Unions**

Operators, Laborers, Masons, Teamsters

### **Industry Organizations**

MITA, MCA



3670 Carpenter Road, Ypsilanti MI 48197 Phone 734.971.4678 Fax 734.971.4415

## EEO POLICY STATEMENT

January 1, 2021

To: All employees and all applicants for employment

It is the policy of the Doan Companies to take affirmative action in affording equal employment opportunities to all qualified persons without regard to race, color, religion, sex, age, physical impairment, weight, height, marital status or national origin.

This includes, but is not limited to, the following:

- Hiring, placement, upgrading, transfer, demotion or promotion
- Recruitment, advertising or solicitation for employment
- Treatment during employment
- Rates of pay or other forms of compensation
- Selection for training, including apprenticeship
- Layoff or termination

It is the policy of the Doan Companies to cooperate to the fullest extent with the applicable regulations of the Civil Rights Act and any Executive Orders on Equal Employment Opportunity.

Doan Companies

Matt Doan  
President

**U.S. Department of Labor**

Office of Federal Contract  
Compliance Programs  
Detroit District Office  
211 West Fort Street, Suite 1320  
Detroit, MI 48226



July 5, 2012

Mr. Matthew Doan  
President  
Doan Construction Company  
3670 Carpenter Road  
Ypsilanti, Michigan 48197

Dear Mr. Doan:

Our recent compliance review of your equal employment opportunity policies and practices at Doan Construction Company, 3670 Carpenter Road, Ypsilanti, Michigan 48197 has been completed.

During this compliance evaluation process we found no apparent violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212). This determination may be modified by the Regional Director or the Director of Office of Federal Contract Compliance Programs within 45 days of the issuance of this letter.

The Office of Federal Contract Compliance Programs sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

A handwritten signature in dark ink, appearing to read "Phyllis E. Lipkin". The signature is fluid and cursive, written over a light-colored background.

PHYLLIS E. LIPKIN  
District Director

**Attachment VII – Section 6, Item 1, Fitness for Duty Program**

See attached MUST Program.

All Field employees are MUST certified. All supervisors are OSHA 30 certified.





# **MAKING A ZERO-INJURY CAREER A REALITY**

MUST is an organization of building trade unions and contractor associations working together to promote unionized construction, and initiate programs designed to optimize performance and safety on all construction sites in Southeast Michigan.

The MUST label ensures the highest standards are met through the continuous improvement of safety, quality, and value on construction sites while completing jobs on-time and on budget with the highest skilled and trained workforce prepared to meet the demands of construction users/developers in Southeast Michigan.

**It is the MUST label that symbolizes the quality craftsmanship that goes in to each and every construction job.**

## OUR VALUE

---

*Meets the Needs of the Construction Industry while Providing Safety, Quality and Value*

*Promotes and Markets the Qualifications of Union Trades People*

*Raises Safety Awareness through Training that is Standardized, Documented, and Verifiable from a Single Database*

*Provides a Safety Program that Creates a Safety Conscious and Drug-Free Workplace*

## PROGRAM OVERVIEW

---

**Program Type** Building Trades

**Driven By** Owners/Contractors/Unions/Associations

**Workers in Program** Union Workers

**Unions In Program** Multiple Trades

**What Region** Serving Michigan

**Verify Results** Web Based

**Reciprocal Credit** Yes (Committee Approval)

Responsible Contractor Policies ensure that the owner of a construction project has considered many important areas that will increase safety, reduce risk and increase productivity on the job site. Owners with Responsible Contractor Policies in place have considered the following standards of all contractors *before* awarding any contracts:

**Safety Training is a Verifiable and Established Safety Program.**

**Proper Experience Working on Similar Projects.**

**Drug & Alcohol Free Workplace Compliance with a Certified Testing Program.**

**Compliance with Regulatory Agencies such as MIOSHA.**

**Accident and Illness Rates History.**

**Proof of Insurance Coverage and Compliance with Compensation Statutes.**

With a Responsible Contractor Policy, any contractor submitting bids for a construction project must meet these and other requirements outlined in the policy. These criteria keep quality construction, safety and accountability at the top of any construction plan.

## WHY MUST

**"The MUST Safety program provides our customers with up to date employee information that is reliable and secure."**

Patrick Devlin  
Michigan Building & Construction Trades Council, MUST Labor Co-Chair

**"MUST represents management and labor working together to provide a comprehensive program for safety and drug testing and support of the best construction practices throughout the region."**

Donna Pardonnet  
Architectural Construction Trades of Michigan, MUST Management Co-Chair

## BENEFITS

**Efficient** MUST Safety Awareness Training is now provided online. The online format incorporates learning activities, which will improve retention and increase safety awareness.

**Comprehensive** The training consists of 18 modules based on topics from the OSHA 30 Hour Outreach Training Program.

**Flexible** Training modules also incorporates administrative safeguards, which provides the flexibility to complete the modules with or without a proctor.

## ONLINE VERIFICATION

The MUST Safety Program provides access to up to date and verifiable information at your fingertips. The MUST Safety Program allows you to easily track the safety awareness and drug testing status of your employees. Registering is easy.

1. Complete the application available at [mustonline.org](http://mustonline.org)
2. Sign and return it to the MUST office
3. MUST will notify you of your acceptance

All companies must complete this application to have access to the MUST Safety Program.

## COST

| PRODUCT                                     | PRICE/INDIVIDUAL |
|---|------------------|
| 10 Panel Drug Screen to Include Collection* | \$45             |
| Breath Alcohol                              | \$14/34          |
| Safety Modules                              | \$5.95/module    |

\* A MUST approved collection facility must be used or the testing will not be recognized by the MUST system. Costs are subject to change.

The MUST Safety Program recognizes and awards credit for the successful completion of individual modules from accredited, instructor-led MIOSHA and OSHA training. The MUST, MOST & IMPACT programs and their respective participants have worked to establish reciprocity between the organizations. All entities recognize the policies,

protocols, collections and programs within each individual effort. A person's licenses, certifications and relevant training will appear on each person's Online Report Card, regardless of whether some of these items may not qualify for module credit. Contact the MUST office to learn how this credit is awarded.

## ONLINE REPORT CARD

The MUST Online Report Card gives you an easy to access, comprehensive view of an employee's training, certifications and drug test in real time. It is simple to check the progress and compliance of your workforce using the Online Report Card tool. Construction workers have an up-to-date (on-line) resume of performance which is a very valuable tool for those in the trades.

## PROGRAM SUPPORT

The MUST Safety Program staff is there to support your program managers and authorized user employees. From a comprehensive user guide and tutorial video to personalized one-on-one service through the MUST office, we are there for you.

## OVERVIEW OF DRUG TESTING

The MUST Safety Program utilizes the following for drug testing:

### **10 Panels**

#### **Urine Testing**

**Collected in Accordance with DOT Guidelines**

**SAMHSA Certified Lab**

#### **Types of Testing: (Follow Up for Positive)**

- a.i. Initial
- a.ii. Annual
- a.iii. Random
- a.iv. Post-accident
- a.v. Cause
- a.vi. Return to work

**Test Results Report (24-72 Hours)**

#### **Random Testing:**

Urine/BAT test

**25% of All Employees Listed on a MUST Jobsite are Randomly Tested Annually**

#### **Post-Accident Testing:**

Urine/BAT test with a chargeable accident within 32 hours

#### **Test for Cause:**

Urine/BAT test must follow guidelines in policy

#### **Return to Work:**

Urine test

An employee with a positive result is recommended to seek SAP programs and cannot retest for 30/90/365 days based on their last four years of drug testing

Since inception

**2,103,787**

safety modules have been completed through the MUST Safety Program

Looking at the big picture, a year-to-year comparison between 2006 (the first full year using PureSafety courses) and 2013 showed MUST members' overall:

TRIR

↓ **30%**

DART

↓ **73%**

EMR

**0.79 → 0.74**

**80%** felt that the MUST partnership helped them overcome their EHS challenges

**95%** described the eLearning courses as "critical to the work we do"

**93%** said the combined solution aided governance

**92%** felt it improved risk management

**63%** reported measurable reductions in hours per year per employee

**60%** reported cost savings of at least \$5,000 per year

**40%** credited the program for measurable loss reductions (both frequency & severity)

**91%** agreed that safety courses were engaging

**84%** said the courses helped retention

**77%** said the courses improved efficiency

**100%** said the drug and alcohol program improved safety culture

**MUSTSAFETY**<sup>TM</sup>  
MUST SAFETY PROGRAM

## MUST LEADERSHIP

---

### MUST CHAIR

**Patrick Devlin**  
Michigan Construction & Building Trades Council

**Donna Pardonnet**  
Architectural Contractors Trade Association

### LABOR REPRESENTATIVES

**Paul Dunford**  
Bricklayers & Allied Craftworkers Local 2

**Nick Chapital**  
IBEW Local 58

**Daryl Gallant**  
Michigan Laborers' District Council

**Bryan Davis**  
Michigan Regional Council Carpenters and Millwrights

**Lee Graham**  
Operating Engineers Local 324

### MANAGEMENT REPRESENTATIVES

**Michael Smith**  
Associated General Contractors of Michigan

**James Oleksinski**  
Construction Association of Michigan

**Laura Kopack**  
Mechanical Contractors Association of Detroit

**Tom Mittelbrun**  
Natl. Electrical Contractors Assoc. SE MI

**Mark Saba**  
SMACNA Metropolitan Detroit Chapter

## CONTACT US

---



**mustonline.org** 248-352-9810  
811 N. Main Street #201 | Southfield, MI 48033

**Wendy Richardson**  
wrichardson@mustonline.org

**Linda Rhodes**  
lrhodes@mustonline.org

**Attachment VIII – Section 6, Item 17, Proof of Insurance**

See attached Certificate of Insurance

Doan Construction is compliant with MYCOI for the City of Ann Arbor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |   |                        |
|--|--|---|------------------------|
| <b>PRODUCER</b><br>Hylant - Ann Arbor<br>24 Frank Lloyd Wright Dr, Ste J4100<br>Ann Arbor MI 48105 |  | <b>CONTACT NAME:</b><br>PHONE (A/C No, Ext): 734-741-0044<br>E-MAIL ADDRESS: annarbor@hylant.com<br>FAX (A/C, No): 734-741-1850 |                        |
|  |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Old Republic Insurance Company  | <b>NAIC #</b><br>24147 |
| <b>INSURED</b><br>Doan Construction Co.<br>3670 Carpenter Road<br>Ypsilanti, MI 48197              |  | <b>DOANCON-01</b><br>INSURER B : Princeton Excess & Surplus Lines Insurance Co  | 10786                  |
|  |  | INSURER C :   |                        |
|  |  | INSURER D :   |                        |
|  |  | INSURER E :   |                        |
|  |  | INSURER F :   |                        |

**COVERAGES**

CERTIFICATE NUMBER: 426444976

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Includes XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         | Y        | MWZY312180      | 3/1/2021                | 3/1/2022                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   | Y         | Y        | MWTB312179      | 3/1/2021                | 3/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0  | Y         | Y        | 8EA3XL000018500 | 3/1/2021                | 3/1/2022                | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | Y        | MWC312181       | 3/1/2021                | 3/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job - 2021 Sidewalk Gap Elimination; ITB No.4685

Additional Insured with regard to the General Liability and Automobile Liability on a primary and non-contributory basis, as required by written contract - City of Ann Arbor. A Waiver of Subrogation applies to the General Liability and Automobile Liability, as required by written contract - City of Ann Arbor. A 30 day prior written notice of any insurer initiated cancellation, except non-payment of premium, will be given. A 10 day prior written notice will be given in the event of non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

City of Ann Arbor  
 301 E. Huron  
 Ann Arbor MI 48104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Judith K. Wilson*

© 1988-2015 ACORD CORPORATION. All rights reserved.



**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US**

SCHEDULE

**Number of Days Notice of Cancellation:** 30

**Person or Organization:**

City of Ann Arbor

**Address:**

301 E. Huron  
Ann Arbor, MI 48104

**Provisions**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

#### SCHEDULE

**Designated Person(s) or Organization(s):**

All persons or organizations where required by written contract

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph 1. **Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an **additional "insured"**, but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from **any other insurance available to the "insured"** person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a **Named Insured under such other insurance; and**
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: MWTB312179

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Doan Construction Co.

Endorsement Effective Date: 3/1/2021

**SCHEDULE**

Name(s) Of Person(s) Or Organization(s):

All persons organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US**

**SCHEDULE**

**Number of Days Notice of Cancellation:** 30

**Person or Organization:**

City of Ann Arbor

**Address:**

301 E Huron  
Ann Arbor, MI 48104

**Provisions**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations |
|--|-----------------------------------|
| All persons or organizations when required by written contract or agreement                            | All locations                     |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location And Description Of Completed Operations |
|--|--|
| All persons or organizations when required by written contract or agreement                            | All completed operations                         |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**DESIGNATED ENTITY - NOTICE OF CANCELATION PROVIDED BY US**

**SCHEDULE**

**Number of Days Notice of Cancellation:** 30

**Person or Organization:**  
CITY OF ANN ARBOR

**Address:**

301 E. HURON  
ANN ARBOR, MI 48104

**Provisions**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PC 009 05 10

POLICY NUMBER: **MWC 312181**

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### **SCHEDULE**

**AS REQUIRED BY WRITTEN CONTRACT, TO THE EXTENT ALLOWABLE BY  
LAW**

DATE OF ISSUE: **03-20-21**

**Attachment IX – Section 6, Item 19, EMR Rating**

See attached EMR Rating letter from our insurance company.



24 Frank Lloyd Wright Drive  
P.O. Box 541, Suite 14100  
Ann Arbor, MI 48106

P 734-741-0044  
F 734-741-1850

April 22, 2021

Mr. Kevin Hoatlin  
Doan Construction Co.  
3670 Carpenter Road  
Ypsilanti, MI 48197

Re: Experience Modification Factors for the state of Michigan

Dear Kevin:

Your Michigan Experience Modification factors for the past three years are:

|                     |     |
|---------------------|-----|
| 3/1/2021 – 3/1/2022 | .80 |
| 3/1/2020 – 3/1/2021 | .99 |
| 3/1/2019 – 3/1/2020 | .99 |

Please let me know if you need any further information.

Sincerely,

Sandra Minidis  
Senior Client Service Manager  
P: (734) 662-1960  
E: Sandra.Minidis@hylant.com

## **Attachment X – Section 6, Item 21, Registered Apprenticeship Programs**

See attached documentation of our programs and dollars paid into it.

Doan not only participates in the attached programs but also contributes financially based on hours worked. Doan Construction has paid into the following unions for apprenticeship/training programs. The most recent year of 2020:

Operators: \$12,466.26

Laborers: \$14,559.31

Masons: \$6,268.03

# The United States Department of Labor

## Office of Apprenticeship Certificate of Registration of Apprenticeship Program

*Michigan Laborers' Training and Apprenticeship Institute*

*Perry, Michigan*

*for the Trade Classification of: Construction Craft Laborer*

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

Registered: January 24, 1997

Revised: November 13, 2017

Date

MI007970001

Registration No.



*A. V. Lull*

*Administrator, Office of Apprenticeship*

# The United States Department of Labor

## Office of Apprenticeship Certificate of Registration of Apprenticeship Program

Michigan O.P.C.M.I.A. Apprenticeship and Training Fund

Flint, MI

See program standards for occupations

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

December 31, 1978

Date

MI011780016

Registration No



*John V. Ladd*

Administrator, Office of Apprenticeship

The United States Department of Labor



Bureau of Apprenticeship and Training  
Certificate of Registration

OPERATING ENGINEERS LOCAL 324  
JOURNEYMAN & APPRENTICE TRAINING FUND, INC.  
275 EAST HIGHLAND ROAD

INDUSTRIAL DISTRICT

Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor

March 22, 2002  
Date

MI01507800651  
Registration No.

*Alisa M. Han*  
Secretary of Labor

*Anthony Swasey*  
Secretary of Labor



PERIOD END DATES FROM: 01-01-2020 TO 12-31-2020

OPERATORS OPERATORS

| Employee Name                | Soc Sec #       | Hours Worked    | Base Wages        |
|------------------------------|-----------------|-----------------|-------------------|
| 324-1 Prevailing Wage Zone 1 |                 |                 |                   |
| MATTHEW CARPENTER            | [REDACTED]-7816 | 1,478.50        | 51,377.63         |
| JON KUMPULA                  | [REDACTED]-3992 | 1,923.00        | 68,701.73         |
| FRED M. LIPFORD III          | [REDACTED]-2256 | 1,391.00        | 46,042.49         |
| TOMAS LOZOYA                 | [REDACTED]-4186 | 1,680.67        | 58,423.09         |
| ROBERT MITCHELL              | [REDACTED]-0053 | 1,529.50        | 50,901.96         |
| MARK D. MUKENSTURM           | [REDACTED]-2046 | 1,536.75        | 50,642.83         |
| MICHAEL RUTTER               | [REDACTED]-7479 | 1,517.00        | 51,405.54         |
| ZACHARY STEWLOW              | [REDACTED]-8202 | 1,409.84        | 46,581.92         |
|                              |                 | <u>12466.26</u> | <u>424,077.19</u> |

|                          | RATE  |   | MULTIPLIER   |   | AMOUNT            |
|--------------------------|-------|---|--------------|---|-------------------|
|                          |       |   | HOURS WORKED |   |                   |
| HEALTH CARE              | 8.40  | X | 12,466.26    | = | 104,716.59        |
| PENSION                  | 13.89 | X | 12,466.26    | = | 173,156.35        |
| RETIREE                  | .45   | X | 12,466.26    | = | 5,611.65          |
| VACATION                 | .15   | X | 424077.19    | = | 63,611.63         |
| SUPPLEMENTAL VACATION    | .05   | X | 12,466.26    | = | 623.83            |
| APPRENTICE               | 1.00  | X | 12,466.26    | = | 12,466.26         |
| ADVANCEMENT OR PROMOTION |       | X | 12,466.26    | = |                   |
| 324 LABOR MGMT EDUCATION | .16   | X | 12,466.26    | = | 1,994.60          |
| DEFINED CONTRIBUTION     | 1.00  | X | 12,466.26    | = | 12,466.26         |
|                          |       |   | TOTAL DUE    |   | <u>374,647.17</u> |

PERIOD END DATES FROM: 01-01-2020 TO 12-31-2020

LABORERS LABORERS

| Employee Name            | Soc Sec #              | Hours Worked | Hours Paid | Vacation  | Gross Wages  |
|--------------------------|------------------------|--------------|------------|-----------|--------------|
| Zone 1                   |                        |              |            |           |              |
| 1191-1                   | Prevailing Wage Zone 1 |              |            |           |              |
| CHRISTOPHER BERELS       | ██████████475          | 87.00        | 91.50      | 366.00    | 2,540.92     |
| LUIS BOLANOS-HERRERA     | ██████████7612         | 10.00        | 10.00      | 33.40     | 270.70       |
| HECTOR CID-BARRIOS       | ██████████7089         | 1,383.67     | 1,526.01   | 6,038.37  | 44,162.20    |
| JOEL ENRIQUEZ            | ██████████5029         | 1,428.34     | 1,571.01   | 6,169.86  | 60,727.13    |
| SAUL FONSECA             | ██████████5605         | 1,473.00     | 1,605.75   | 6,227.16  | 50,614.07    |
| STEVEN FOSTER            | ██████████8741         | 428.00       | 471.50     | 1,886.00  | 13,706.55    |
| CESAR GARCIA             | ██████████9423         | 1,495.00     | 1,652.00   | 6,434.77  | 53,561.70    |
| TREVON HAMILTON          | ██████████5277         | 1,317.25     | 1,448.38   | 5,733.63  | 44,562.50    |
| BRIAN HERRERA            | ██████████7786         | 1,440.17     | 1,595.26   | 6,315.37  | 46,175.31    |
| TIMOTHY JOHN JR. HILL    | ██████████3623         | 1,467.50     | 1,615.50   | 6,298.32  | 49,649.14    |
| REYES JASSO              | ██████████6422         | 58.00        | 59.00      | 236.00    | 1,715.14     |
| JUAN JIMENEZ JR          | ██████████6674         | 1,390.17     | 1,516.26   | 5,933.04  | 44,587.40    |
| JUAN M. JIMENEZ          | ██████████6088         | 1,396.17     | 1,526.51   | 5,990.87  | 48,331.41    |
| CARLOS DANIEL LEAL       | ██████████8117         | 1,404.50     | 1,542.25   | 6,066.54  | 44,522.94    |
| DAVID LEMERAND           | ██████████1596         | 1,375.50     | 1,531.50   | 6,074.52  | 44,806.49    |
| SAMUEL MORALES           | ██████████4670         | 1,299.67     | 1,437.01   | 5,682.37  | 41,574.92    |
| HECTOR E. MUNOZ-MARTINEZ | ██████████8116         | 1,347.00     | 1,465.50   | 5,777.52  | 45,233.14    |
| RYAN PASKIET             | ██████████6889         | 1,034.00     | 1,122.00   | 4,385.54  | 32,424.97    |
| KALEB QUANTON            | ██████████0670         | 1,588.50     | 1,814.75   | 7,133.77  | 55,950.39    |
| IVAN RAMOS-LEONARDO      | ██████████4717         | 1,344.75     | 1,475.13   | 5,814.89  | 42,622.62    |
| JAMES REDDICK            | ██████████3049         | 11.00        | 11.50      | 46.00     | 334.31       |
| DANIEL ROMERO            | ██████████4126         | 1,519.50     | 1,662.50   | 6,484.35  | 52,515.32    |
| GUSTAVO H. SANCHEZ       | ██████████2569         | 1,677.50     | 1,930.75   | 7,622.03  | 61,265.93    |
| JUAN SAUCEDA             | ██████████2856         | 660.00       | 699.50     | 2,732.67  | 20,136.56    |
| JACOB STEWLOW            | ██████████1116         | 1,486.34     | 1,632.01   | 6,412.54  | 66,550.15    |
| TANNER THYGESSEN         | ██████████0258         | 1,391.00     | 1,517.75   | 5,962.44  | 43,792.09    |
| ANDREW UDELL             | ██████████0515         | 1,227.00     | 1,370.75   | 5,483.00  | 40,272.79    |
| MATTHEW UHLEY            | ██████████3760         | 606.00       | 639.25     | 2,454.54  | 18,272.58    |
| ROBERT VIARS             | ██████████2650         | 1,007.50     | 1,081.75   | 4,275.36  | 33,045.76    |
|                          |                        | 32354.03     | 35,622.55  | 140070.87 | 1,103,925.13 |

|                   | RATE |   | MULTIPLIER  |   | AMOUNT     |
|-------------------|------|---|-------------|---|------------|
|                   |      |   | HRS WRKD/PD |   |            |
| HEALTH CARE       | 5.45 | X | 32,354.03   | = | 176,329.46 |
| VACATION ZONE 1   | 3.34 | X | 35,622.55   | = | 118,979.30 |
| VACATION ZONE 2   | 3.05 | X |             | = |            |
| PENSION           | 7.00 | X | 32,354.03   | = | 226,478.21 |
| TRNG-APPR         | .45  | X | 32,354.03   | = | 14,559.31  |
| LABOR MGMT ZONE 1 | .35  | X | 32,354.03   | = | 11,323.91  |
| LABOR MGMT ZONE 2 | .32  | X |             | = |            |
| INDUSTRY          | .12  | X | 32,354.03   | = | 3,882.48   |
| TOTAL DUE         |      |   |             |   | 551,552.67 |
|                   |      |   |             |   | 551,552.67 |

PERIOD END DATES FROM: 01-01-2020 TO 12-31-2020

FINISHERS TROWEL TRADES

| Employee Name                | Class | Birthdate | Soc Sec # | Hours Worked | Base Pay   | Health & Welfare | Pension   | Apprentice | Internt'l Pension Fund | Promotion Fund | Weekly Dues | PPA Contr | Vacation  |
|------------------------------|-------|-----------|-----------|--------------|------------|------------------|-----------|------------|------------------------|----------------|-------------|-----------|-----------|
| 514-1 Prevailing Wage Zone 1 |       |           |           |              |            |                  |           |            |                        |                |             |           |           |
| ROLANDO ALVAREZ              | 514   |           | -2182     | 1,349.25     | 48,509.38  | 9,539.87         | 8,487.46  | 468.13     | 806.13                 | 161.91         | 2,530.61    | 121.60    | 2,698.50  |
| MIGUEL ANDRADE               | 514   |           | 4606      | 1,658.83     | 59,719.46  | 11,703.30        | 10,409.41 | 567.11     | 984.30                 | 199.06         | 3,099.36    | 149.59    | 3,317.66  |
| JOSE CASTILLAS               | 514   |           | 1770      | 1,430.34     | 51,106.61  | 10,101.87        | 8,986.20  | 492.43     | 851.55                 | 171.64         | 2,677.41    | 128.87    | 2,860.68  |
| GABRIEL CERBANTES            | 514   |           | 0265      | 1,436.00     | 51,303.93  | 10,138.70        | 9,018.62  | 493.33     | 854.08                 | 172.32         | 2,686.53    | 129.39    | 2,872.00  |
| JOSE V CIRNE                 | 514   |           | 1533      | 682.00       | 23,870.29  | 4,794.47         | 4,262.51  | 227.40     | 400.10                 | 81.84          | 1,266.24    | 61.49     | 1,364.00  |
| EVAN COSME                   | 514   |           | 8889      | 1,250.25     | 44,260.78  | 8,839.17         | 7,863.98  | 433.52     | 746.79                 | 150.03         | 2,344.59    | 112.65    | 2,500.50  |
| JORGE DIAZ-LUPERCIO          | 514   |           | 9971      | 1,353.50     | 48,350.41  | 9,564.36         | 8,508.63  | 467.83     | 807.18                 | 162.42         | 2,535.98    | 122.10    | 2,707.00  |
| EVERARDO GARZA               | 514   |           | 0063      | 1,413.50     | 53,689.79  | 10,488.00        | 9,329.57  | 511.02     | 883.90                 | 178.22         | 2,779.52    | 133.91    | 2,970.34  |
| JOSHUA GILBERT               | 514   |           | -8820     | 1,451.17     | 50,464.43  | 9,984.81         | 8,882.28  | 487.34     | 842.02                 | 169.62         | 2,646.75    | 127.46    | 2,827.00  |
| GAMALIEL HERRERA ZARATE      | 514   |           | -6022     | 1,150.67     | 40,944.17  | 8,132.81         | 7,235.29  | 398.28     | 686.68                 | 138.08         | 2,156.75    | 103.78    | 2,301.34  |
| LUIS IBARRA                  | 514   |           | -7823     | 1,444.17     | 51,994.22  | 10,210.79        | 9,084.34  | 501.09     | 862.78                 | 173.30         | 2,708.53    | 130.28    | 2,888.34  |
| ZACK KURZ                    | 514   |           | -7920     | 1,284.75     | 45,622.39  | 9,084.48         | 8,082.38  | 445.97     | 767.77                 | 154.17         | 2,409.94    | 115.78    | 2,569.50  |
| JOSE T MORALES               | 514   |           | -2829     | 903.00       | 33,085.10  | 6,393.24         | 5,688.90  | 316.20     | 541.80                 | 108.36         | 1,697.64    | 81.42     | 1,806.00  |
| LEROY PENNYCOOKE             | 514   |           | -4281     | 1,320.25     | 47,312.04  | 9,335.75         | 8,305.96  | 458.38     | 789.05                 | 158.43         | 2,476.65    | 118.99    | 2,640.50  |
|                              |       |           |           | 18161.68     | 650,233.00 | 128311.62        | 114145.53 | 6,268.03   | 10,824.13              | 2,179.40       | 34,016.50   | 1,637.31  | 36,323.36 |

| WORKING DUES | RATE       | HOURS WORKED | AMOUNT    |
|--------------|------------|--------------|-----------|
|              | 1.87 X     | 18,161.68 =  | 34,016.50 |
|              | 650,233.00 | 128311.62    | 114145.53 |
|              |            |              | 6,268.03  |
|              |            |              | 10,824.13 |
|              |            |              | 2,179.40  |
|              |            |              | 34,016.50 |
|              |            |              | 1,637.31  |
|              |            |              | 36,323.36 |

| HEALTH AND WELFARE | RATE       | HOURS WORKED | AMOUNT     |
|--------------------|------------|--------------|------------|
|                    | 7.06 X     | 18,161.68 =  | 128,311.62 |
|                    | 6.28 X     | 18,161.68 =  | 114,145.53 |
|                    | .35 X      | 18,161.68 =  | 6,268.03   |
|                    | .60 X      | 18,161.68 =  | 10,824.13  |
|                    | .12 X      | 18,161.68 =  | 2,179.40   |
|                    | .09 X      | 18,161.68 =  | 1,637.31   |
|                    | Multiple X | 18,161.68 =  | 34,016.50  |
|                    |            |              | 297,382.52 |

TOTAL VACATION DUE 36,323.36

## **Attachment XI – Section 6, Item 23, Financial Resources and Surety Verification**

See attached surety verification letter from our bonding company.

See attached MDOT prequalification, \$80,781,000.00

See attached Auditor's Report

Bank references readily available upon request.



June 24, 2021

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

**RE: Principal: Doan Construction Co.  
Project: 2021 Sidewalk Gap Elimination**

To Whom It May Concern:

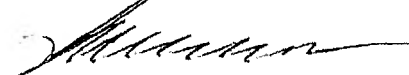
Travelers Casualty and Surety Company of America has had the privilege of providing surety bonds for Doan Construction Co. since 2015.

The available bonding capacity on individual projects is \$7,500,000 single project and \$15,000,000 aggregate uncompleted backlog. Larger single projects and work programs would be favorably considered based upon current underwriting information.

If awarded a job it is the present intention of Travelers Casualty and Surety Company of America to provide required bonds in the full amount of the contract conditioned upon a satisfactory review of the contract terms and conditions and receipt of current and acceptable underwriting information from our client.

Travelers Casualty and Surety Company of America has an assigned rating of A++ by the A.M Best Company.

Travelers Casualty and Surety Company of America

By:   
Nicholas Ashburn, Attorney-in-fact





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

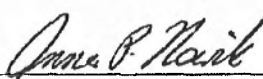
By:   
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of June 2021



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



GRETCHEN WHITMER  
Governor

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
Lansing

PAUL C. AJEGBA  
Director

July 10, 2020

Doan Construction Co.  
3670 Carpenter Rd  
Ypsilanti MI 48197-9614

01342  
(734) 971-4678

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of \$80,781,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until April 30, 2022.

|       |    |  |
|-------|----|--|
| 6000  | B  | Concrete Pavement                        |
| 80781 | Ba | Concrete Pavement Patching And Widening  |
| 1000  | Ea | Grading, Drainage Structures & Agg. Cons |
| 80781 | J  | Concrete C, C&G, Driveways, Sidewalks    |

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department, may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Lawrence F. Strzalka  
Manager  
Construction Contracts Section  
Contract Services Division



Plante & Moran, PLLC  
27400 Northwestern Highway  
P.O. Box 307  
Southfield, MI 48037-0307  
Tel: 248.352.2500  
Fax: 248.352.0018  
plantemoran.com

## Independent Auditor's Report

To the Board of Directors  
Doan Construction Co.

We have audited the accompanying consolidated financial statements of Doan Construction Co. and its affiliates (the "Company"), which comprise the consolidated balance sheet as of December 31, 2019 and the related consolidated statements of operations, equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our Qualified audit opinion.

### ***Basis for Qualified Opinion***

As more fully described in Note 13 to the consolidated financial statements, during 2015, the Company executed an option to repurchase property and equipment sold and leased back from an unrelated third party in 2009. The Company recognized the gain on the sale in 2009 and recorded the repurchase price of the assets in 2015. Both transactions are reflected in the accompanying consolidated financial statements. In our opinion, accounting principles generally accepted in the United States of America require that the 2009 sale of the property and equipment be treated as a financing transaction, the gain not be recorded, and the assets be accounted for as if these transactions did not occur. Had the sale and repurchase been recorded in accordance with accounting principles generally accepted in the United States of America, total income for the year ended December 31, 2019 would be approximately \$218,000 higher, while total assets and equity would be lower by \$3,414,000.



To the Board of Directors  
Doan Construction Co.

**Qualified Opinion**

In our opinion, except for the effects of the matter described in the *Basis for Qualified Opinion* paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Doan Construction Co. and its affiliates as of December 31, 2019 and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*Plante & Moran, PLLC*

March 18, 2020

## **Attachment XII – Section 6, Item 24, Quality Assurance Program**

Doan Construction works directly with our testing subcontractor, Driesenga Associates to provide job specific quality assurance programs. For an example, attached is a recent City of Ann Arbor project. We have included the cover page and table on contents of the plan. The entire plan exceeds 200 pages including test results. The entire plan can be submitted upon request for your review.

# **CONTRACTOR CONCRETE QUALITY CONTROL & ADMINISTRATION PLAN**

**ROADWAY REHABILITATION**

**PLYMOUTH ROAD FROM UPLAND DRIVE TO NIXON ROAD**

**WASHTENAW COUNTY, MICHIGAN**

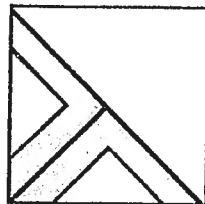
**CONTROL SECTION NO. 81000**

**MDOT PROJECT NO. 203639**

**PROJECT ENGINEER: Jane Allen-City of Ann Arbor**

**July 14, 2020**

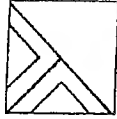
**UPDATED July 31, 2020 to Include P1 & P-NC Mixes (Att. D)**



**DRIESENKA &  
ASSOCIATES, INC.**

**Engineering · Surveying · Testing**

**D&A Project # 2020538.4A**



**DRIESENKA &  
ASSOCIATES, INC.**

**Engineering · Surveying · Testing**

3760 Carpenter Road  
Ypsilanti, Michigan 48197  
Ph. (734) 368-9483 · Fax (269) 353-7836

**Contractor Concrete Quality Control & Administration Plan  
ROADWAY REHABILITATION  
MDOT Project No. 203639**

TABLE OF CONTENTS

|  | <u>Page</u> |
|--|-------------|
| Introduction .....                     | 1           |
| Duties and Responsibilities .....      | 2           |
| Test Procedures .....                  | 5           |
| Test Procedures – Patching, P-NC ..... | 7           |
| Contractor Specifics .....             | 8           |
| Concrete Supplier Specifics .....      | 9           |
| Deficiencies Reporting .....           | 10          |
| Corrective Action .....                | 11          |

ATTACHMENT A - Organization Chart

ATTACHMENT B - Daily Concrete Field Report

ATTACHMENT C - Equipment Calibration

ATTACHMENT D - Doan Concrete Submittals (Doan Construction)

ATTACHMENT E - Corrective Action Report



## INTRODUCTION

Driesenga & Associates, Inc. (D&A) has developed this plan on behalf of Doan Construction to provide contractor quality control testing services for roadway rehabilitation in Washtenaw County, Michigan (MDOT #81000/203639). This plan was developed in order to satisfy the Special Provision Requirements for Quality Control and Acceptance of Portland Cement Concrete (For Local Agency Projects Only) Special Provision 12SP-604A-10 (FHWA Approved 6/14/19).

It is our intent to utilize this plan as a guide for field forces to assure that all work performed on this project conforms to the requirements of the Plans, Specifications, and Special Provision. This plan is to set policy and procedure for all persons with quality control impact, to follow and utilize as a normal and necessary part of their duties to ensure the quality control requirements of the project are met and maintained.



## **DUTIES AND RESPONSIBILITIES**

### **SUPPLIERS AND SUBCONTRACTORS**

Doan Construction has retained the following suppliers/subcontractors for this project (detailed contact information is included on the Organization Chart in Attachment A):

- Doan Concrete (Concrete Supplier – Doan Construction)
- D&A (Concrete QC Testing & Administration)

### **QUALITY CONTROL PLAN ADMINISTRATOR**

The Quality Control Plan Administrator for the overall project will be Dennis Snyder. Mr. Snyder is certified as a Level II Concrete Technician by the Michigan Concrete Association. He is employed by D&A, and will work closely with Doan Construction, their subcontractors and applicable concrete supplier QC personnel to ensure the Quality Control procedures outlined in this plan are properly followed. Training/certification programs carried by Mr. Snyder include the following:

- Michigan Concrete Association Field Testing Technician Levels I & II (exp. 4/15/21); Concrete Construction Inspector; ACI Concrete Strength Testing Technician (exp. 12/20/21); Michigan Concrete Association Super Air Meter Training; Michigan Certified Aggregate Technician Level II (exp. 3/31/22); Troxler Radiological Safety and Nuclear Gauge Operation; Michigan Certified Density Control Technician (exp. 1/31/22); Michigan Certified Bituminous Paving Operations Technician.

Mr. Snyder's duties will include the following:

- A. Implementation of the Quality Control Plan.
- B. Monitor testing procedures to assure conformance with project testing requirements.
- C. Coordinate and monitor the work of the Quality Control Technicians.
- D. Communicate with Doan Construction, their subcontractors and applicable concrete supplier QC personnel regarding any quality related issues.
- E. Distribute the Quality Control Plan to all persons that have an effect on the quality of the work performed.
- F. Document any deficiencies, implement corrective procedures to resolve the deficiencies, and implement procedures to prevent a reoccurrence of the deficiencies.
- G. Submit daily carbon copy Quality Control Test & Corrective Action reports on site to the project engineer's representative (example of daily report provided in Attachment B).
- H. Distribute compression strength results to the Department's Engineer in a timely matter following compression strength testing.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**Doan Construction Co.**  
3670 Carpenter Road, Ypsilanti, MI 48197

as Principal, hereinafter called Principal, and

**Travelers Casualty and Surety Company of America**  
One Tower Square, Hartford, CT 06183

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

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

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

Dollars **(5% of Bid)**  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

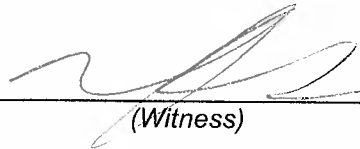
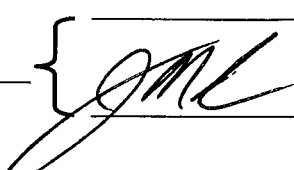

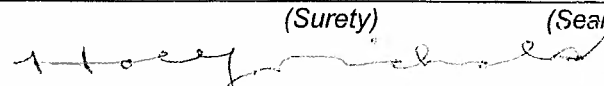
WHEREAS, the Principal has submitted a bid for \_\_\_\_\_ (Here insert full name, address and description of project)

**2021 Sidewalk Gap Elimination**

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

Signed and sealed this 24th day of June, 2021.

**Doan Construction Co.**

|   |   |   |                    |
|---|---|---|--------------------|
| <br>_____<br>(Witness) | } | <br>_____<br>(Principal) | (Seal)             |
|   |   | v.p.<br>(Title)   | <b>JIM McINNES</b> |
| <br>_____<br>(Witness) | } | <b>Travelers Casualty and Surety Company of America</b>   |                    |
|   |   | <br>_____<br>(Surety)   | (Seal)             |
|   |   | <b>Holly Nichols</b><br>(Title)<br>Attorney in Fact   |                    |



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas Ashburn, Anne M Barick, Robert D Heuer, Paul Hurley, Michael D Lechner, Mark Madden, Richard S McGregor, and Holly Nichols of Rochester Hills, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

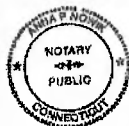
City of Hartford ss.

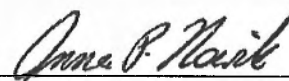
By:   
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of June, 2021



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Doan Construction Company ("Contractor"), a Michigan corporation at 3670 Carpenter Rd., Ypsilanti, Michigan 48197. 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 **2021 Sidewalk Gap Elimination, Bid Number 4685** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

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

### ARTICLE II - Definitions

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

**Project** means **2021 Sidewalk Elimination Gap**

**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: Theresa Bridges whose job title is Project Manager, Civil Engineer IV. 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 Jim McInnis whose job title is Vice President.

### ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within ninety-six (96) consecutive calendar days.

- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$750.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

#### **ARTICLE IV - The Contract Sum**

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 hundred thirty-nine thousand, seven hundred eighty and 38/100 Dollars (\$439,780.38)

#### **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 \_\_\_\_\_  
Tom Crawford, City Administrator

By \_\_\_\_\_  
Craig Hupy, Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

# **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 13. No claim shall be valid unless so made.

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

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

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

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

## **Section 16 - Progress Payments**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Required insurance policies include:

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

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

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

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

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

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

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



insurer against the City for any insurance listed herein.

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

## **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

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

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

## **Section 30 - Damage Claims**

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

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

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

## **Section 32 - Assignment**

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

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

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

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

## **Section 34 - Subcontracts**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 39 - Cleaning Up**

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

## **Section 40 - Salvage**

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

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

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

## **Section 42 - Sales Taxes**

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

## Section 43

### CONTRACTOR'S DECLARATION

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

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

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

Past due invoices, if any, are listed below.



## **STANDARD SPECIFICATIONS**

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

Standard Specifications are available online:

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

# **DETAILED SPECIFICATIONS**



**DETAILED SPECIFICATION  
FOR  
PROJECT SCHEDULE**

The Contractor shall begin work on this Contract within one week of the receipt of the Notice to Proceed. In no case shall any work begin prior to receipt of formal notice of award by the City of Ann Arbor, expected to be on August 2, 2021.

The estimated start date of construction activities is **August 9, 2021**.

This contract requires sidewalk, ramp, paving and pavement marking work at four separate locations (Work Areas), and shall be completed sequentially as listed below. With the exception of setting up/removing traffic control devices and restoration, the contractor may not perform any construction activities at more than one location at the same time.

The entire work of this Contract including all final asphalt patching, final clean-up and the completion of all restoration, and any other related project work shall be completed on, or before, November 15, 2021.

In addition to the final completion date, the contract also includes intermediate completion dates detailed as follows:

**Traver Boulevard Work Area** - This area is in close proximity to schools that will be open to students starting August 30, 2021. The new concrete sidewalk shall be open and the temporary alternate pedestrian route and barricades shall be removed by **August 30, 2021**.

**Barton Drive Work Area** – The entire work at this location as required by this Contract, including stabilization of all disturbed areas shall be completed by **September 25, 2021**.

**Stimson Street and State Street Work Area** – This area is in close proximity to the U of M Stadium, and no home games are scheduled between **September 27, 2021 - October 21, 2021**. Therefore, the entire work at this location shall not commence until **September 27, 2021** and shall be complete by **October 21, 2021**, including stabilization of all disturbed areas.

**Boardwalk Drive Work Area** - The entire work at this location as required by this Contract, including stabilization of all disturbed areas shall be completed by **November 15, 2021**.

**This project is on an expedited schedule.** Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel and equipment, and work the required overtime to complete the project by the dates specified herein. Once construction has commenced, the Contractor shall work continuously on the project until it is satisfactorily completed and approved in writing by the Engineer. The Contractor shall not suspend work on this project unless authorized in writing by the Engineer or stipulated elsewhere in the contract documents. 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.

Failure to complete work by the above described intermediate and final completion dates shall require the Contractor to pay the City as Liquidated Damages, and not as penalty, the sum of \$750.00 dollars for each and every calendar day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or time extension(s) granted thereto.

All liquidated damages amounts are additive and may be charged concurrently. Should the Engineer approve a request for an extension of contract time and/or revise any intermediate or final completion date, liquidated damages will be based on the revised dates for which the time extensions specifically apply. Liquidated Damages will be charged for incomplete work during periods of seasonal suspensions.

The Detailed Specification entitled “**Traffic Control, Max \$5,000**” shall govern the performance and execution of all construction operations.

Prior to the start of any construction, the Contractor shall submit a detailed schedule of work for the Engineer's review and acceptance. Work shall not commence until a satisfactory progress schedule is accepted in writing by the Engineer. The proposed progress schedule must fully comply with the scheduling requirements contained in this Detailed Specification. The schedule shall clearly indicate, in detail, the start and the completion date for each Work Area (as described above) and the starting and completion dates for work on each street within the area. “Completion of Work” within an area is defined as the completion of the work as specified herein and as directed by the Engineer, including, but not limited to; completion of all driveway and sidewalk construction; final HMA patching; all surface restoration including the placement of Engineer-approved topsoil, seed, and mulch blankets; plantings; clean-up of all disturbed areas including street cleaning; and, the removal of all temporary traffic control devices and “No Parking” signs.

Initial inspections and markings for removal/repair and replacement shall be performed by the City in advance of the Contractor's work in an Area, based on the Contractor's approved work schedule, and City personnel availability. The Contractor may not start work in a new Area until work has been completed and approved by the Engineer in the previous Area, unless permission is granted in writing by the Engineer.

The Contractor shall provide written, updated, revisions to the approved progress schedule each week and present it to the Engineer at the weekly progress meeting, and must obtain the Engineer's approval for any proposed deviations from the most current, approved, schedule.

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 considered to be included in the bid price of the Contract Item “**General Conditions, Max \$12,500.**”

**DETAILED SPECIFICATION  
FOR  
TOPSOIL AND SEED PLACEMENT**

**DESCRIPTION**

This work shall include preparing the foundation and furnishing and placing Engineer approved topsoil and grass seed in accordance with Section 816 and 917 of the 2012 MDOT Standard Specifications for Construction, the City of Ann Arbor Public Services Department Standard Specifications, and as modified herein.

**MATERIALS**

The Contractor shall provide topsoil in accordance with Section 917 of the 2012 MDOT Standard Specifications for Construction. The topsoil mixture shall be natural loam, sandy loam, silty loam, or clay loam, without admixture of sub-soil, peat, or fertilizer. The organic matter content shall be between 3% and 10%. The Engineer may require the contractor to add no more than one part compost to three parts on-site topsoil to obtain the desired mixture consistency, at no additional expense to the City. The Contractor shall provide a fertility test for the selected material(s) at the request of the Engineer at no additional expense to the City.

On-site topsoil may be stockpiled for replacement on-site, provided it meets the above requirements.

The seed mixture shall be type TUF as described on Table 917-1 of the 2012 MDOT Standard Specifications for Construction.

**CONSTRUCTION METHODS**

The Contractor shall restore all disturbed areas to better than or equal to their original condition within two calendar days from the date of the placement of the adjacent concrete.

The Contractor shall grade the area to receive the topsoil, prepare the earth bed, spread and rake the topsoil to provide a uniform surface free of large clods, lumps, rocks larger than 1 inch, brush, roots, or other deleterious materials, as determined by the Engineer.

**The Contractor shall coordinate with the City Forester prior to the removal of any tree roots 2 inches in diameter or greater.**

The Contractor shall place and compact of 2.5 inches of topsoil, followed by the placement of grass seed, followed by the placement of 0.5 inches of topsoil, at all turf restoration locations, and at locations where concrete items are removed and turf is to be established.

**MAINTENANCE AND ACCEPTANCE**

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

The Contractor shall maintain all lawn areas until the Project Engineer has accepted them. Lawn maintenance shall begin immediately after the grass seed is in place and continues until final acceptance

with the following requirements:

Lawns shall be protected and may require watering and reseeding as necessary, until the period of time when the final acceptance and payment is made by the Project Engineer for this project. Maintenance includes deposition of additional topsoil, and reseeding, all as may be required to correct all settlement and erosion until the date of final acceptance. The Contractor at the Contractor's expense shall repair damage to seeded areas resulting from erosion. Scattered bare spots in seeded areas will not be allowed over three (3) percent of the area nor greater than 6"x 6" in size.

The Contractor shall be responsible for establishing healthy grass cover in all restoration areas. Any weeds that establish in restoration areas within the first year after placement shall be removed by the Contractor at no additional cost to the City.

Permanent Seeding shall be performed by the Contractor in accordance with Section 816 of the 2012 MDOT Standard Specifications for Construction. The Contractor shall be required to return to all previously completed areas of work and ensure that the uniform germination has occurred beginning September 1<sup>st</sup>. The Contract work in subsequent areas of work may be suspended by the Project Engineer, until the Contractor has adequately restored all disturbed areas in all previously completed areas of work. This suspension of work will not be grounds for an extension of Contract time or any claim for extra compensation.

#### **MEASUREMENT AND PAYMENT**

Topsoil and Seed Placement (including preparation of base, compaction, topsoil placement, seeding, watering, and weeding) will not be paid for separately, but shall be included in the appropriate associated items of work. The Contract work of associated items may not be paid until the Contractor has adequately restored all disturbed areas in all completed work.

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

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

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

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

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

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

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

**On all projects:**

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

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

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

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

**DETAILED SPECIFICATION  
FOR  
DISPOSING OF EXCAVATED MATERIAL**

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

---

**DETAILED SPECIFICATION  
FOR  
PROTECTION OF UTILITIES**

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

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

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

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

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

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

---

**DETAILED SPECIFICATION  
FOR  
SOIL EROSION CONTROL**

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

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

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

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

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

---

**DETAILED SPECIFICATION  
FOR  
SITE CLEAN-UP**

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

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

---

**DETAILED SPECIFICATION  
FOR  
PARKING METER COVERS (METER BAGS)**

A portion of the proposed work may be along streets which contain parking meters for on-street parking. The Contractor shall coordinate with the Engineer and **Republic Parking, telephone (734) 761-7235**, to obtain a sufficient number of Parking Meter Covers (Meter Bags), which, when properly installed by the Contractor in a timely manner, will prohibit parking at metered parking spaces.

Meter Bags must be installed a minimum of 24-hours prior to the desired time of enforcement. Written documentation and/or visual inspection by City personnel may be required to adequately verify this requirement.

The Parking Enforcement Office of the Police Department will be unable to enforce the desired "No-Parking Zone" unless the Contractor installs the Meter Bags in a proper and timely manner.

The Contractor has the sole responsibility for Meter Bag placement and maintenance. Delays due to on-street parking shall not be cause for any extra payments to the Contractor.

Information regarding the rental of Meter Bags, and the temporary prohibition of on-street parking, is available from **Republic Parking, telephone (734) 761-7235**.

**DETAILED SPECIFICATION  
FOR  
MATERIALS AND SUPPLIES CERTIFICATIONS**

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

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

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

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

---

**DETAILED SPECIFICATION  
FOR  
CONTRACT DRAWINGS/PLANS**

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



**DETAILED SPECIFICATION  
FOR EXISTING  
SOIL BORING AND PAVEMENT SECTION DATA**

Data pertaining to existing soil borings and pavement sections which may be included in these Contract Documents are provided to help the Engineer and Contractor determine the soil conditions existing within the construction area. The City in no way guarantees existing conditions to be the same as shown in the data. The Contractor is solely responsible for any and all conclusions he/she may draw from the data.

---

**DETAILED SPECIFICATION  
FOR  
WORKING IN THE RAIN**

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

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

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

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

---

**DETAILED SPECIFICATION  
FOR  
WORKING IN THE DARK**

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

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

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

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

**DETAILED SPECIFICATION  
FOR  
QUANTITIES AND UNIT PRICES**

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

---

**DETAILED SPECIFICATION  
FOR  
GENERAL CONSTRUCTION NOTES**

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

1. All work shall conform to latest revision of the City Standard Specifications.
2. The Contractor shall maintain access to all drives throughout the course of construction. Drives shall never be closed during non-working hours, unless otherwise authorized in writing by the Engineer.
3. The Contractor shall completely restore all existing site features to better than, or equal to, their existing condition.
4. The Contractor shall be aware that there are above-ground and below-ground utilities existing in and on these streets which include, but are not limited to: gas mains and service leads; water mains and service leads; storm sewer mains and service leads; sanitary sewer mains and service leads; telephone poles, wires, cables and conduits; electrical poles, wires, cables and conduits; cable television wires, cables and conduits, and other various utilities. The Contractor shall conduct all of its work so as not to damage or alter in any way, any existing utility, except where specified on the Plans or where directed by the Engineer. The City has videotaped and cleaned all sanitary and storm sewers, including storm sewer inlet leads, and has found all of these facilities to be in good condition, with the exception of those shown on the Plans for repairs or replacement.
5. The Contractor is solely responsible for any delays, damages, costs and/or charges incurred due to and/or by reason of any utility, structure, feature and/or site condition, whether shown on the Plans or not, and the Contractor shall repair and/or replace, at its sole expense, to as good or better condition, any and all utilities, structures, features and/or site conditions which are impacted by reason of the work, or injured by its operations, or injured during the operations of its subcontractors or suppliers.
6. No extra payments or adjustments to unit prices will be made for damages, delays, costs and/or charges due to existing utilities, structures, features and/or site conditions not shown or being incorrectly shown or represented on the Plans.

**DETAILED SPECIFICATION  
FOR  
CONCRETE DURABILITY**

**DESCRIPTION**

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

**MATERIALS**

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

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

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

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

**Alkali-Silica Reactivity**

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

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

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

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

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

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

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

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

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

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

Requirements for Low Alkali Cement are that the alkali content does not exceed 0.60% expressed as  $\text{Na}_2\text{O}$  equivalent. Equivalent sodium oxide is calculated as: (percent  $\text{Na}_2\text{O}$  + 0.658 x percent  $\text{K}_2\text{O}$ ).

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

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

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

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

### Air Entrainment

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

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

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

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

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

### CONSTRUCTION METHODS

## Aggregate Control

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

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

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

## Mixing

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

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

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

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

An authorized representative of the concrete producer shall certify that the interior of the mixer drum is clean and reasonably free of hardened concrete, that the fins or paddles are not broken or worn

excessively, that the other parts are in proper working order, and that the unit has been checked by the representative within the previous 30 calendar day period to substantiate this certification. The current, signed certification shall be with the unit at all times.

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

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

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

### Curing

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

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

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

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

### **COMPLIANCE WITH STANDARDS**

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

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

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

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

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

### **MEASUREMENT AND PAYMENT**

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



**DETAILED SPECIFICATION  
FOR  
ITEM #201 - PROJECT SUPERVISION, MAX \$9,000**

Page 1 of 3

**DESCRIPTION**

The Contractor shall designate a full-time Project Supervisor to act as the Contractor's agent/representative, and to be responsible for scheduling and coordination of all subcontractors, suppliers, other governmental agencies, and all public and private utility companies.

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

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

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

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

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

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

**DUTIES AND RESPONSIBILITIES**

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

The Project Supervisor shall have a thorough, detailed understanding and working knowledge of all construction practices and methods specified elsewhere herein, as well as the handling, placement, testing and inspection of aggregates, aggregate products, HMA concrete, and portland cement concrete materials.

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #201 - PROJECT SUPERVISION, MAX \$9,000**

Page 2 of 3

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

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

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

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

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

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

The Project Supervisor shall schedule and chair a weekly progress meeting with the Engineer and all subcontractors to discuss the work. Upon the completion of each meeting, the Project Supervisor shall prepare and distribute, to all present, a written summary of the meeting's minutes. Those in attendance shall review the minutes and, if necessary, comment on any deficiencies or errors prior to or at the next scheduled progress meeting.

**ADDITIONAL PERFORMANCE REQUIREMENTS**

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

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

Second Notice – A second warning will be issued in writing to the contractor further detailing the deficiencies in the Project Supervision. The contractor must respond within 7 calendar days in writing with a plan to correct the stated deficiencies. Failure to respond within 7 calendar days will result in the issuing of a third notice. A deduction of 10% will be made from the original Project Supervision contract amount. At this time, the City

**DETAILED SPECIFICATION  
FOR  
ITEM #201 - PROJECT SUPERVISION, MAX \$9,000**

Page 3 of 3

reserves the right to meet with personnel with the necessary authority within the Contractor's organization to discuss the deficiencies in the Project Supervision.

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

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

**MEASUREMENT AND PAYMENT**

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

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

**PAY ITEM**

Project Supervision, Max \$9,000

**PAY UNIT**

Lump Sum

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

**DETAILED SPECIFICATION  
FOR  
ITEM #202 - GENERAL CONDITIONS, MAX \$12,500**

**DESCRIPTION**

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

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

**MEASUREMENT AND PAYMENT**

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

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

**PAY ITEM**

General Conditions, Max \$12,500

**PAY UNIT**

Lump Sum

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

**DETAILED SPECIFICATION  
FOR  
ITEM #203 – DIGITAL AUDIOVISUAL COVERAGE**

**1 of 3**

**DESCRIPTION**

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

The audiovisual filming shall be:

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

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

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

**PRODUCTION**

The audiovisual filming shall be completed in accordance with the following minimum requirements:

1. DVD Format, No Editing - The filming shall be done in color using equipment that allows audio and visual information to be recorded. Editing of the video shall not be allowed and the speed and electronics of the recording equipment and DVD shall be equal to that which is standard to the videoing industry.
2. Perspective / Speed / Pan / Zoom - To ensure proper perspective, the distance from the ground to the camera lens shall not be less than 10 feet and the filming must proceed in the general direction of travel at a speed not to exceed 48 feet per minute. Pan and zoom rates shall be controlled sufficiently so that playback will ensure quality of the object viewed.
3. Display - The recording equipment shall have transparent time, date stamp and digital annotation capabilities. The final copies of the video shall continuously and simultaneously display the time (hours:minutes:seconds) and the date (month/date/year) in the upper left-hand corner of the frame. Accurate project stationing, where applicable, shall be included in the lower half of the frame in standard format (i.e. 1+00). Below the stationing periodic information is to be shown, including project name, name of area shown, street address, direction of travel, viewing direction, etc. If in the event, the stationing has not been established on-site, refer to the plans and approximate the proposed stationing.

**DETAILED SPECIFICATION  
FOR  
ITEM #203 – DIGITAL AUDIOVISUAL COVERAGE**

**2 of 3**

4. Audio Commentary / Visual Features. Locations relative to project limits and landmarks must be identified by both audio and video means at intervals no longer than 100 feet along the filming route. Additional audio commentary shall be provided as necessary during filming to describe streets, buildings, landmarks, and other details, which will enhance the record of existing conditions.
5. Visibility / Ground Cover - The filming shall be performed during a time of good visibility. Filming shall not be performed during periods of precipitation or when snow, leaves, or other natural debris obstruct the area being filmed. The Contractor shall notify the Engineer in writing in the event that the weather or snow cover is anticipated to cause a delay in filming.

**COVERAGE**

The audiovisual film coverage shall include the following:

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

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

**AUDIOVISUAL FILMING SERVICES**

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

Construction Video Media  
Midwest Company  
Topo Video, Inc.  
Pre-Construction Media  
Video Media Corp.  
Finishing Touch Photo & Video

**DETAILED SPECIFICATION  
FOR  
ITEM #203 – DIGITAL AUDIOVISUAL COVERAGE**

**3 of 3**

**MEASUREMENT AND PAYMENT**

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

**PAY ITEM**

**PAY UNIT**

Digital Audio Visual Coverage

Lump Sum

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

**DETAILED SPECIFICATION  
FOR  
ITEM #204 - MINOR TRAFFIC DEVICES, Max. \$5,000**

Page 1 of 4

**DESCRIPTION**

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

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

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

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

**MATERIALS, EQUIPMENT, AND CONSTRUCTION METHODS**

**General**

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

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

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

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

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



**DETAILED SPECIFICATION  
FOR  
ITEM #204 - MINOR TRAFFIC DEVICES, Max. \$5,000**

Page 2 of 4

Lighted Plastic Drums; Barricades; Temporary Signs; Portable Changeable Message Signs; Lighted Arrow Boards; Pavement Marking Cover Tape; Temporary Pavement Markings

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

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

Lighted plastic drums shall be sufficiently ballasted to minimize tipping.

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

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

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

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

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

**MEASUREMENT AND PAYMENT**

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

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

**PAY ITEM**

Minor Traffic Devices, Max \$5,000

**PAY UNIT**

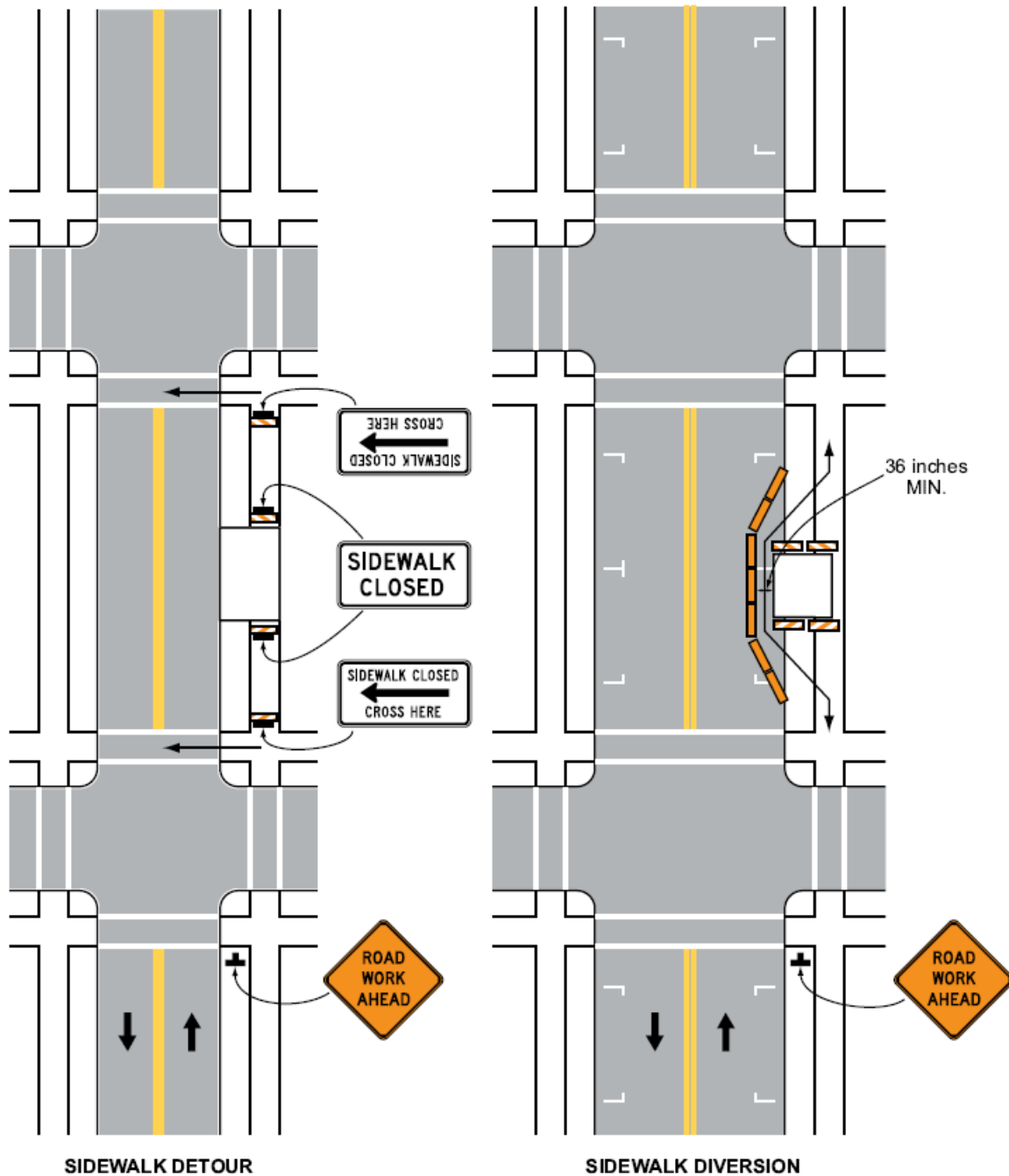
Lump Sum

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

**DETAILED SPECIFICATION  
FOR  
ITEM #204 - MINOR TRAFFIC DEVICES, Max. \$5,000**

Page 3 of 4

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

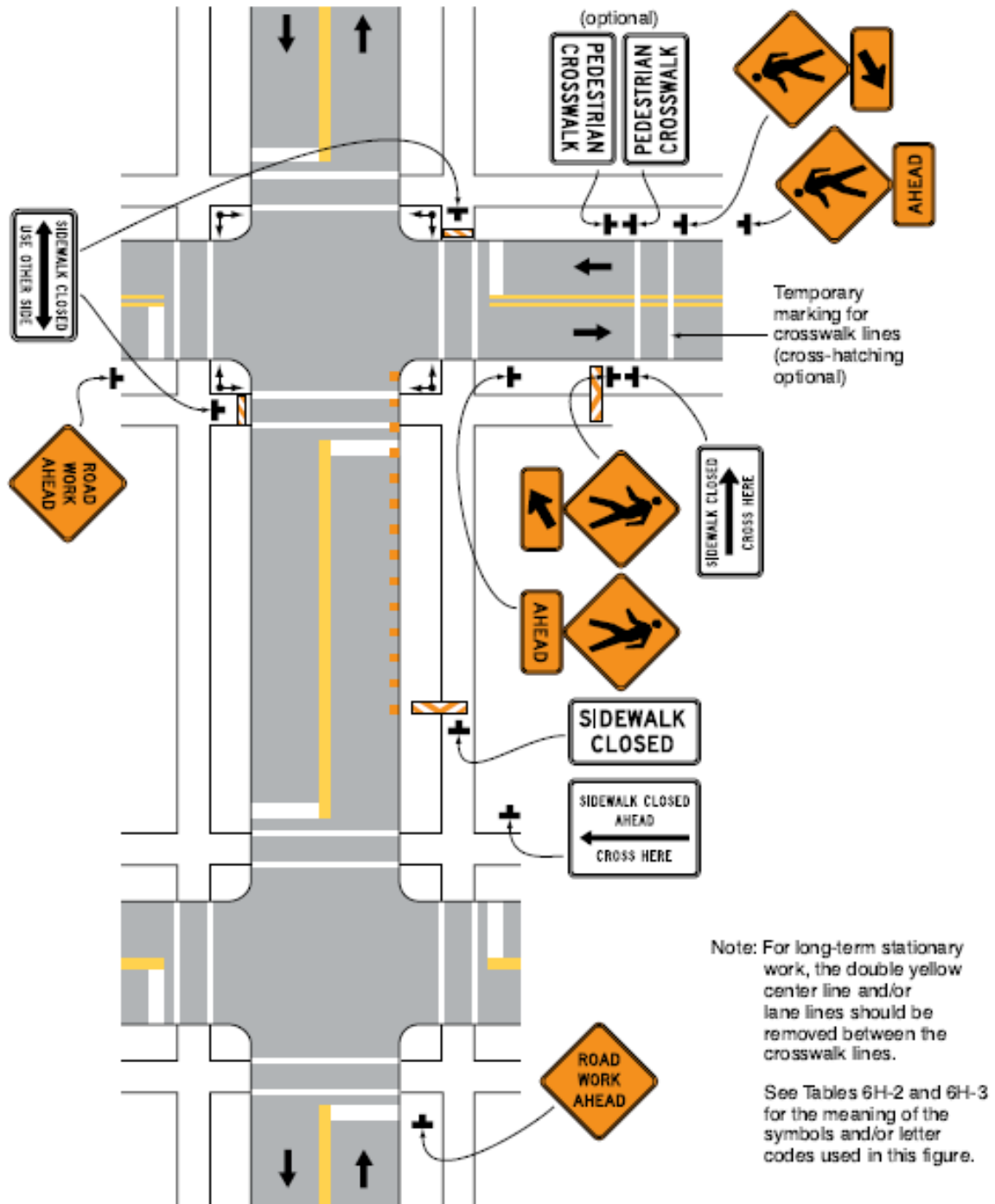


**Typical Application 28**

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.  
Page 689(MI) 2009 Edition

**DETAILED SPECIFICATION  
FOR  
ITEM #204 - MINOR TRAFFIC DEVICES, Max. \$5,000**

**Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)**



**Typical Application 29**

**DETAILED SPECIFICATION  
FOR  
ITEM #206 - "NO PARKING" SIGNS**

Page 1 of 1

**DESCRIPTION**

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

**MATERIAL**

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

**CONSTRUCTION METHODS**

Prior to the commencement of any construction activity, the Contractor will be required to place "No Parking" signs where directed by the Engineer. The Contractor shall obtain a form for "Temporary Permission to Reserve Parking Lane for Work-Related Purposes" for each street from the City of Ann Arbor Engineering Unit. This form shall be submitted a minimum of five (5) days prior to the posting of "No Parking" signs. The issued permit must be printed and displayed on site at all times.

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

The installation of "No Parking" signs shall be in accordance with the permit. "No Parking" signs shall be installed by the Contractor, as directed by the Engineer, at least 48 hours prior to the proposed start-of-work/enforcement date. "No Parking" signs shall be returned to the City at the completion of the work. The cost of unreturned signs will be back-charged to the Contractor. "No Parking" signs shall be covered by the Contractor, thereby allowing on-street parking, whenever there is no work being performed for a period of time longer than 72 hours.

**MEASUREMENT AND PAYMENT**

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

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

**PAY ITEM**

**PAY UNIT**

"No Parking" Signs

Each

**DETAILED SPECIFICATION  
FOR  
ITEM #207 – CERTIFIED PAYROLL COMPLIANCE AND REPORTING**

**DESCRIPTION**

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

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

**GENERAL**

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

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

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

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

**UNBALANCED BIDDING**

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

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

**MEASUREMENT AND PAYMENT**

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

**PAY ITEM**

**PAY UNIT**

Certified Payroll

Lump Sum

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #208 -RESTORATION**

**DESCRIPTION**

This item of work shall conform to Item No. 882, "Seeding & Mulching" in Division IX, Section 6 Landscaping & Restoration Items of the Public Services Area Standard Specifications, except as specified herein.

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

**MATERIALS**

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

- Seed shall be THM (Turf Loamy to Heavy) seed mixture as described in MDOT Table 816-1.
- Fertilizers shall be a Class A. The percentages by weight shall be 12- 12- 12, or as approved by the Engineer.
- Water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances.
- Mulch blankets shall be High Velocity Straw Mulch Blankets as specified in MDOT section 917.
- Topsoil shall be 4 inches furnished as specified in MDOT section 917

**MAINTENANCE AND ACCEPTANCE**

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

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

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #208 -RESTORATION**

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

Cleanup and Restoration must be performed upon the completion of each stage of work, to prevent erosion, and not as one single operation at the completion of the entire project. Restoration work must be performed within one week of the placement of the wearing course for each street.

The Contractor shall restore all disturbed areas to better than or equal to their original condition.

**MEASUREMENT AND PAYMENT**

Measurement and payment of this item of work shall conform to Item No. 882, "Seeding & Mulching" in Division IX, Section 6 Landscaping & Restoration Items of the Public Services Area Standard Specifications, except as specified herein.

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

**Pay Item**

Restoration

**Pay Unit**

Syd



**DETAILED SPECIFICATION  
FOR  
ITEM #213 - REMOVE HMA PATHWAY  
ITEM #214 - REMOVE HMA PAVEMENT**

**DESCRIPTION**

This work shall consist of removing HMA surface/base as described in Section 204 and Division 5 of the 2012 edition of the MDOT Standard Specifications for Construction, current supplemental MDOT specifications, and the City of Ann Arbor Standard Specifications, except as modified herein, and as directed by the Engineer.

**CONSTRUCTION METHOD**

The Contractor shall remove HMA surfaces, HMA bases, and brick bases of any thickness from any aggregate and/or concrete base course, without the removal of the aggregate or concrete base. Pavement removal limits shall be as directed by the Engineer.

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

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

The Contractor shall place millings or stone in excavated areas to maintain pedestrian access where pedestrian access is not otherwise provided. The Contractor shall protect removal areas with lighted drums until such areas have received final patching.

HMA surfaces/pavements shall be cut for removal by the use of saws, jackhammers and/or other methods approved by the Engineer. Backhoe teeth, jackhammers equipped with spike points, and backhoe-mounted wheel cutters shall not be used for cutting the edges of patches, but may be used to break up pavement within patch areas for removal. The edges of patches shall be cut horizontally and vertically straight and uniform (as judged by the Engineer), without damaging adjacent pavement.

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

The Contractor shall remove pavement/pavement base full-depth or to a depth of 4-inches, whichever is greater. Removal of all granular or clay material located within the 4-inch minimum thickness is included in this item of work. Any additional aggregate or clay base removed without written approval of the Engineer shall be replaced by the Contractor at the Contractor's expense with 21AA Aggregate compacted-in-place, or with HMA asphalt, as directed by the Engineer.

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

The Engineer may direct aggregate base materials to be either removed from or added to the job-site, to properly complete the work. Where the Engineer directs the addition of such materials, they shall be paid for as the Item of Work: “21AA Limestone - C.I.P.” or “Sand Subbase Course, Class II C.I.P.”. Where the Engineer directs such materials to be removed, they will be paid for separately, as the Item of Work: “Subgrade Undercutting – Type II.”

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

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

**MEASUREMENT AND PAYMENT**

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

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

| <b><u>PAY ITEM</u></b> | <b><u>PAY UNIT</u></b> |
|------------------------|------------------------|
| Remove HMA Pathway     | Square Foot            |
| Remove HMA Pavement    | Square Foot            |

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

**DETAILED SPECIFICATION FOR:  
ITEM #215 - REMOVE CONCRETE CURB OR CURB & GUTTER - ANY TYPE  
ITEM #216 - REMOVE CONCRETE SIDEWALK OR DRIVE - ANY THICKNESS**

**DESCRIPTION**

This work shall consist of removing concrete curb, gutter, curb and gutter, integral curb, concrete pavement, sidewalk, sidewalk ramps, drive openings, and drives as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer, in accordance with Section 204 of the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein, and as directed by the Engineer.

**CONSTRUCTION METHOD**

Curb, gutter, curb and gutter, sidewalk, sidewalk ramps, drive openings, and drives shall be replaced within 24 hours of their removal.

The Contractor shall remove concrete curb, gutter, curb & gutter, integral curb, pavement, sidewalk, sidewalk ramps, drive openings, and drives, all regardless of the type and thickness, and all as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer.

Prior to the start of removals, the Engineer and Contractor together shall field measure all removals. The Engineer shall approve of all removal limits prior to any removals being performed by the Contractor.

The Contractor shall perform full-depth saw cutting at removal limits, including those necessary to construct 2-foot wide MDOT Type M drive openings, and including those necessary to provide for the partial removal of existing drive approaches as shown on the Plans, as directed by the Engineer, and as marked for removal. The Contractor shall cut steel reinforcement bars as directed by the Engineer at all areas of removal. All saw cutting shall be performed under wet conditions to prevent excessive airborne dust. All resulting slurry and debris shall be cleaned up to the satisfaction of the Engineer.

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

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

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

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

The Contractor shall re-shape, re-grade, and re-compact the existing roadbed materials to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the Engineer. The

Contractor shall use blade graders, maintainers, vibratory rollers, and/or other equipment as necessary, and as directed by the Engineer. The use of each specific piece of equipment is subject to the approval of the Engineer.

The Engineer may direct aggregate base materials to be either removed from or added to the job-site, to properly complete the work. Where the Engineer directs the addition of such materials, they shall be paid for as "Subgrade Undercutting Type II and Class II Granular Backfill." Where the Engineer directs such materials to be removed, they will not be paid for separately, but shall be included in the appropriate concrete removal item.

Concrete pavement removals shall be performed in accordance with the MDOT 2012 Standard Specifications. Concrete removal outside the edge-of-metal shall be paid for as the appropriate item of either "Remove Concrete Curb or Curb & Gutter - Any Type", or "Remove Concrete Sidewalk & Drive - Any Thickness".

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

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

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

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

## **MEASUREMENT AND PAYMENT**

Sidewalk ramp removal shall be measured and paid for as "Remove Concrete Sidewalk and Drive - Any Thickness".

All sawcutting required for removals shall be included in the appropriate item of work, and will not be paid for separately. Payment for saw cutting to create or modify Type M openings, and to allow for the partial removal of existing drives shall be included in the price of the item of work, "Remove Concrete Sidewalk & Drive - Any Thickness", and will not be paid for separately.

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

### **PAY ITEM**

Remove Concrete Curb or Curb & Gutter - Any Type  
Remove Concrete Sidewalk or Drive - Any Thickness

### **PAY UNIT**

Lineal Foot  
Square Foot

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

**DETAILED SPECIFICATION  
FOR  
ITEM #230 – STATION GRADING  
ITEM #231 – SIDEWALK RAMP GRADING**

**DESCRIPTION**

Remove miscellaneous structures and materials and complete all earthwork required to construct the proposed cross sections within the limits shown on the plans or stated in this special provision. All lines and grades will be as shown on the plans and as directed by the Engineer. Complete this work according to the MDOT 2012 Standard Specifications for Construction and this special provision.

**MATERIALS**

Furnish and place required subbase and embankment material conforming to the MDOT 2012 Standard Specifications for Construction as necessary to achieve the required typical cross sections. Excavated material, if suitable, may be used as embankment material as approved by the Engineer.

**CONSTRUCTION METHOD**

Complete this work according to applicable sections of the Standard Specifications for Construction. Station Grading includes, but is not limited to, the following work:

1. Strip and stockpile topsoil for use in turf establishment.
2. Furnish, place and compact additional material.
3. Clearing, including trees less than 8 inches in diameter.
4. Remove rocks or boulders less than 0.5 cubic yards in volume.
5. Remove and relocate mailbox posts and mailboxes.
6. Sawcut existing pavement.
7. Match drive and approach grades to new pavement grades.
8. Remove miscellaneous structures and materials.
9. Dispose of excess and unsuitable material according to Section 205.
10. Place embankment and reshape to proposed grades.
11. Excavate material to a depth necessary for construction.
12. Place embankment to a thickness necessary for construction.
13. Excavate for subbase material.

**DETAILED SPECIFICATION  
FOR  
ITEM #230 – STATION GRADING  
ITEM #231 – SIDEWALK RAMP GRADING**

**MEASUREMENT AND PAYMENT**

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

| <b>Pay Item</b>             | <b>Pay Unit</b> |
|-----------------------------|-----------------|
| Station Grading .....       | Linear Foot     |
| Sidewalk Ramp Grading ..... | Each            |

**Station Grading** includes all labor, equipment and materials necessary to complete the work as described and will be measured by length in stations along the road centerline.

**Sidewalk Ramp Grading** will apply separately to each quadrant of an intersection where sidewalk is to be removed and/or graded for construction. The limits are specified on the plans or as directed by the Engineer.

**DETAILED SPECIFICATION  
FOR  
ITEM #232 - SUBGRADE UNDERCUTTING TYPE II**

**DESCRIPTION**

This work includes removal of unsuitable granular base, subbase, or clay material(s) to a depth of 4-inches, and installing 4-inches of MDOT Class II granular base material for sidewalk, sidewalk ramps, and drive approaches on a prepared subgrade in accordance with Sections 301, 302 and 307 of the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein.

**MATERIAL**

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

**CONSTRUCTION METHOD**

At any time after sidewalks, sidewalk ramps, and/or drives have been removed; the Engineer may inspect the grade to determine the need for, and the limits of, undercuts. After undercut areas are excavated to a depth of 4-inches, the areas shall be trimmed, shaped, evenly graded and recompacted to not less than 95% of the soils maximum unit weight as determined by the AASHTO T-180 test. The Contractor shall properly dispose of all excess materials.

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

Subgrade Undercutting shall be backfilled with 4-inches of MDOT Class II granular backfill. The backfill material shall be compacted to not less than 95% of its maximum unit weight as determined by the AASHTO T-180 test.

Granular backfill shall not be placed if, in the opinion of the Engineer, there are any indications that they may become frozen before the specified densities are obtained. Granular backfill shall not be placed on a frozen base, subbase or subgrade.

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

**MEASUREMENT AND PAYMENT**

The completed work, including subgrade undercutting and placement of granular backfill will be paid for at the Contract Unit Prices for the following Contract (Pay) Items:

**PAY ITEM**

**PAY UNIT**

Subgrade Undercutting Type II

Square Foot

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



**DETAILED SPECIFICATION  
FOR  
ITEM #233 –SAND SUBBASE COURSE, CLASS II – C.I.P.  
ITEM #234 – 21AA LIMESTONE – C.I.P.**

**DESCRIPTION**

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

**MATERIAL**

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

**CONSTRUCTION METHOD**

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

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

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

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

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

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

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

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

Sand subbase shall be compacted to not less than 95% of their respective maximum unit weights, as determined by the AASHTO T-180 test.

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

**DETAILED SPECIFICATION  
FOR  
ITEM #233 –SAND SUBBASE COURSE, CLASS II – C.I.P.  
ITEM #234 – 21AA LIMESTONE – C.I.P.**

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

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

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

**MEASUREMENT AND PAYMENT**

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

Where granular materials are used as fill for undercuts at locations other than Machine Grading areas, item of work "21AA Limestone - C.I.P." shall be measured and paid accordingly.

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

| <b><u>PAY ITEM</u></b>                 | <b><u>PAY UNIT</u></b> |
|--|------------------------|
| Sand Subbase Course, Class II - C.I.P. | Cubic Yard             |
| 21AA Limestone - C.I.P.                | Cubic Yard             |

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

**DETAILED SPECIFICATION  
FOR  
ITEM #242 – HMA APPROACH  
ITEM #243 – HANDPATCHING**

Page 1 of 3

**DESCRIPTION**

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

**MATERIALS AND EQUIPMENT**

General

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

| <u>WORK ITEM</u> | <u>MDOT HMA MIXTURE #</u> |
|------------------|---------------------------|
| HMA Approach     | LVSP (Superpave)          |
| Handpatching     | LVSP (Superpave)          |

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

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

Reclaimed Asphalt Pavement (RAP) in HMA Mixtures

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

**CONSTRUCTION METHODS**

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

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

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

MDOT SS-1h bond coat shall be applied at a uniform rate of 0.10 gallons/square yard, on all exposed, existing HMA and concrete surfaces which will come in contact with the new HMA material. The Contractor shall take extra care to avoid covering surfaces which are not to be paved. If work after October 15, 2021 is allowed by the Engineer, the SS-1h bond coat shall not be diluted by more than 25%.

The Contractor shall place HMA wedges using the leveling or base mixture specified herein, as directed by the Engineer, prior to placing the top course. Such wedging shall be measured and paid for at the respective unit price of the appropriate HMA Pavement item.

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

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

HMA Approach top and leveling courses shall be placed in a 2-inch lift.

**DETAILED SPECIFICATION  
FOR  
ITEM #242 – HMA APPROACH  
ITEM #243 – HANDPATCHING**

Page 2 of 3

Handpatching shall be placed in 0-inch to 4-inch lifts.

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

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

The Contractor shall construct feather joints, and shall feather the top course at structures, in drive approaches, and at intersection joints, as directed by the Engineer. Feather joints shall vary the thickness of the asphalt from 0.0-inches to the required full paving thickness (approximately 2 inches) over a 5-foot to 15-foot distance, or as directed by the Engineer. The Contractor shall rake all large aggregates out of the HMA mixture in feather joints, prior to compaction.

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

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

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

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

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

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

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

**MEASUREMENT AND PAYMENT**

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

Corrective action shall be enforced as described in the "Acceptance of HMA Mixtures" Detailed Specification and will be based on the City's testing reports.

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

**DETAILED SPECIFICATION  
FOR  
ITEM #242 – HMA APPROACH  
ITEM #243 – HANDPATCHING**

Page 3 of 3

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

| <u>PAY ITEM</u> | <u>PAY UNIT</u> |
|-----------------|-----------------|
| HMA Approach    | Ton             |
| Handpatching    | Ton             |

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

**DETAILED SPECIFICATION  
FOR**

|                  |  |
|------------------|--|
| <b>ITEM #247</b> | <b>4-INCH SIDEWALK OR RAMP</b>                               |
| <b>ITEM #248</b> | <b>6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK</b>              |
| <b>ITEM #249</b> | <b>6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK – HIGH EARLY</b> |
| <b>ITEM #250</b> | <b>8-INCH FIBERMESH REINFORCED CONCRETE</b>                  |
| <b>ITEM #251</b> | <b>8-INCH CONCRETE – HIGH EARLY</b>                          |

**DESCRIPTION**

This work shall consist of constructing concrete items including sidewalks and drive approaches, of regular and high-early concrete, in accordance with Sections 601, 602, 603, 801, 802, and 803 of the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein, as shown on the Plans, as shown in this Detailed Specification, and as directed by the Engineer.

**MATERIALS**

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

| <u>Concrete Item</u>                      | <u>Concrete Mixture</u> | <u>MDOT Section</u> |
|---|-------------------------|---------------------|
| 4" or 6" or 8" Sidewalk/Ramp/Drive        | P1, 6-sack              | 601                 |
| 6" or 8" Sidewalk/Ramp/Drive - High-Early | P-NC, 7.0-sack          | 601                 |

**CONSTRUCTION METHODS**

General

Sidewalk, sidewalk ramps, and drives shall be replaced within 24 hours of their removal.

**The Contractor is responsible to construct all sidewalks, sidewalk ramps, and all other concrete items within ADAAG (Americans with Disabilities Act Accessibility Guidelines) compliance.** All sidewalks and curb ramps must be constructed in accordance with MDOT Standard Detail R-28-J (or version in place at time of the bid letting). The Engineer shall approve of all proposed grades prior to any removals and/or placement of concrete.

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

**The Contractor shall coordinate with the City Forester prior to the removal of any tree roots greater than 2 inches in diameter.**

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

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

**DETAILED SPECIFICATION  
FOR**

|                  |  |
|------------------|--|
| <b>ITEM #247</b> | <b>4-INCH SIDEWALK OR RAMP</b>                               |
| <b>ITEM #248</b> | <b>6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK</b>              |
| <b>ITEM #249</b> | <b>6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK – HIGH EARLY</b> |
| <b>ITEM #250</b> | <b>8-INCH FIBERMESH REINFORCED CONCRETE</b>                  |
| <b>ITEM #251</b> | <b>8-INCH CONCRETE – HIGH EARLY</b>                          |

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

All concrete items shall be placed with the use for rigid forms, except along edges where the new concrete abuts an existing sidewalk or pavement. Any concrete placed without the use of forms shall be removed and replaced at the Contractor's expense. Where it is necessary to remove existing pavement to provide space for concrete formwork, a sufficient amount of the existing pavement shall be removed to allow for the use of a vibratory plate compactor in front of the curb.

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

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

All concrete items shall be constructed such that positive drainage is maintained. Any areas that exhibit ponding water shall removed and replaced to the extents necessary to correct the problem as directed by the Engineer, at the Contractor's sole expense.

Restoration

The Contractor shall restore all disturbed areas to better than or equal to their original condition within two calendar days from the date of concrete placement. This includes the placement of seed and topsoil in all turf restoration locations and at locations where concrete items are removed and turf is to be established, all in accordance with the Detailed Specification for "Topsoil and Seed Placement". **Restoration shall also include the replacement of any brickwork, decorative stone, or other adjacent materials.**

Restoration work associated with the items of work described in this Detailed Specification shall include the area between the back of the curb (or edge of pavement) to the edge of the sidewalk, as well as the area within 12 inches of the back of the sidewalk.

All restoration work and materials shall be in accordance with the City Standard Specifications.

Contraction Joints in Sidewalk

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

Expansion Joints in Sidewalks

¾-inch wide expansion joints shall be placed through concrete sidewalks in line with the extension of all property lines, at all expansion joints in the abutting curb, gutter, and combination curb and gutter, and as directed by the Engineer. Transverse expansion joints shall be placed through the sidewalks at uniform intervals of not more than 300-feet.

**DETAILED SPECIFICATION  
FOR**

|                  |  |
|------------------|--|
| <b>ITEM #247</b> | <b>4-INCH SIDEWALK OR RAMP</b>                               |
| <b>ITEM #248</b> | <b>6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK</b>              |
| <b>ITEM #249</b> | <b>6-INCH DRIVE APPROACH, RAMP, OR SIDEWALK – HIGH EARLY</b> |
| <b>ITEM #250</b> | <b>8-INCH FIBERMESH REINFORCED CONCRETE</b>                  |
| <b>ITEM #251</b> | <b>8-INCH CONCRETE – HIGH EARLY</b>                          |

½-inch wide expansion joints shall be placed between the sidewalk and back of abutting curb or gutter, at the juncture of two sidewalks, between the sidewalk and buildings and other rigid structures, and as directed by the Engineer.

**MEASUREMENT AND PAYMENT**

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

Restoration work within the limits described above will not be paid for separately, but shall be included in the appropriate associated items of work.

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

| <b><u>PAY ITEMS</u></b>                              | <b><u>PAY UNIT</u></b> |
|--|------------------------|
| 4-Inch Sidewalk or Ramp                              | Square Foot            |
| 6-Inch Drive Approach, Ramp or Sidewalk              | Square Foot            |
| 6-Inch Drive Approach, Ramp or Sidewalk - High Early | Square Foot            |
| 8-Inch Fibermesh Reinforced Concrete                 | Square Foot            |
| 8-Inch Concrete - High Early                         | Square Foot            |

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



**DETAILED SPECIFICATION  
FOR  
ITEM #252 – DETECTABLE WARNING, CAST IN PLACE**

**DESCRIPTION**

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

**MATERIALS**

The detectable warning tiles shall be colored as Federal Number 22144 (variously referred to as “Clay Red” or “Brick Red”). The detectable warning tiles shall meet the following material properties, dimensions, and tolerances using the most current test methods:

1. Water Absorption: Not to exceed 0.35% when tested in accordance with ASTM-D570
2. Slip Resistance: 0.80 minimum combined wet/dry static coefficient of friction on top domes and field area, when tested in accordance with ASTM C1028.
3. Compressive Strength: 18,000 psi minimum, when tested in accordance with ASTM D695.
4. Tensile Strength: 10,000 psi minimum, when tested in accordance with ASTM D638.
5. Flexural Strength: 24,000 psi minimum, when tested in accordance with ASTM D790.
6. Chemical Stain Resistance: No reaction to 1% hydrochloric acid, urine, chewing gum, soap solution, motor oil, bleach, calcium chloride, when tested in accordance with ASTM D543 or D1308.
7. Wear Depth: 300 minimum, when tested in accordance with ASTM C501.
8. Flame Spread: 25 maximum, when tested in accordance with ASTM E84.
9. Gardner Impact: 50 in.-lbs. minimum, when tested in accordance with Geometry “GE” of ASTM D5420.
10. Accelerated Weathering of Tile when tested by ASTM-G155 or ASTM G151 shall exhibit the following result- $\Delta E < 6.0$  as well as no deterioration, fading or chalking of surface when exposed to 3000 hours minimum exposure.
11. Wheel Loading: The cast in place tile shall be mounted on a concrete platform with a ½” airspace at the underside of the tile top plate then subjected to the specified maximum load of 10,400 lbs., corresponding to an 8,000 lb individual wheel load and a 30% impact factor. The tile shall exhibit no visible damage at the maximum load of 10,400 lbs using AASHTO-HB17 single sheet HS20-44 loading “Standard Specifications for Highways and Bridges.”
12. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B117 not to show any deterioration or other defects after 100 hours of exposure

**DETAILED SPECIFICATION  
FOR  
ITEM #252 – DETECTABLE WARNING, CAST IN PLACE**

**CONSTRUCTION METHODS**

Installer’s Qualifications: Engage an experienced Installer who has successfully completed tile installations similar in material, design, and extent to that indicated for this Project.

The contractor shall follow manufacturer specifications for installation, except where they conflict with MDOT Standard Detail R-28-J (or version in place at the time of bidding), or other project requirements.

**MEASUREMENT AND PAYMENT**

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

**PAY ITEM**

**PAY UNIT**

Detectable Warning, Cast in Place

Square Foot

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

**DETAILED SPECIFICATION  
FOR  
ITEM #253 - PAVT MRKG, OVLY COLD PLASTIC, 12 INCH, CROSSWALK**

**DESCRIPTION**

This work consists of providing and placing permanent pavement markings in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMTUTCD), lasted version published at time of advertisement. Provide pavement markings that conform to the Plans, the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, MDOT Pavement Marking Standard Plans, City of Ann Arbor Special Details, and as specified herein.

**MATERIALS**

Provide materials in accordance with section 811 and 920 of the MDOT 2012 Standard Specifications for Construction. Provide the Material Safety Data Sheets to the Engineer for required materials and supplies. Dispose of unused material and containers in accordance with the Federal Resource Conservation Recovery Act (RCRA) of 1976 as amended, and 1994 PA 451, Part 111 Hazardous Waste Management. Provide samples of permanent marking materials upon request.

**CONSTRUCTION METHODS**

The preparation and placement of permanent markings shall conform to section 811 of the MDOT 2012 Standard Specifications, the Plans, and as specified herein.

**MEASUREMENT AND PAYMENT**

Completed work, as described, will be measured and paid for at Contract Unit Prices for the following Contract (Pay) Items:

| <b><u>PAY ITEMS</u></b>                          | <b><u>PAY UNIT</u></b> |
|--|------------------------|
| Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk | Foot                   |

The unit prices for these items of work shall include all labor, material, and equipment costs to perform all the work specified in the MDOT 2012 Standard Specifications for Construction and as modified by this Detailed Specification.

**DETAILED SPECIFICATION  
FOR  
ITEM #264 PAVT MRKG COVER, TYPE R, BLACK  
ITEM #266 PAVT MRKG, WET REFLECTIVE, TYPE R, TAPE, 4 INCH, YELLOW, TEMP  
ITEM #267 PAVT MRKG, WET REFLECTIVE, TYPE R, TAPE, 6 INCH CROSSWALK  
ITEM #269 – LIGHTED ARROW BOARD, FURNISH AND OPERATE  
ITEM #270 – SIGN, PORTABLE CHANGEABLE MESSAGE, FURNISH AND OPERATE  
ITEM #271 – PLASTIC DRUM – LIGHTED, FURNISH & OPERATE  
ITEM #272 – BARRICADE TYPE III – LIGHTED, FURNISH AND OPERATE  
ITEM #273 – TEMPORARY SIGN - TYPE B, FURNISH AND OPERATE  
ITEM #274 – PEDESTRIAN TYPE II BARRICADE, TEMP  
ITEM #275 – PEDESTRIAN CHANNELIZER, TEMP  
ITEM #276 – PEDESTRIAN CHANNELIZER BARRIER, TEMP  
ITEM #277 – SIGN COVER**

Page 1 of 3

**DESCRIPTION**

This work shall consist of protecting and maintaining vehicular and pedestrian traffic, in accordance with Sections 812 and 922 of the 2012 MDOT Standard Specifications for Construction; Part 6 of the Michigan Manual of Uniform Traffic Control Devices, Latest Revised Edition (MMUTCD); and the City Standard Specifications, except as modified herein.

**MATERIALS, EQUIPMENT, AND CONSTRUCTION METHODS**

**General**

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

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

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

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

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

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

The Contractor shall replace missing or damaged traffic control devices, as directed by the Engineer. When traffic control devices have been damaged by, or due to, the negligence of the Contractor, his subcontractors

or material suppliers, the traffic control devices shall be replaced at the Contractor's expense.

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

Installation shall follow the manufacturer's installation requirements.

**Plastic Drum –Lighted, Furnish and Operate; Barricade Type III – Lighted, Furnish and Operate; Temporary Sign, Type B, Furnish and Operate; Pedestrian Type II Barricade, Temp; Pedestrian Channelizer; Pedestrian Channelizer Barrier**

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

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

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

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

**MEASUREMENT AND PAYMENT**

**General**

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

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

**Pavt Mrkg Cover, Type R, Black**

Payment for Type R Black Pavt Mrkg shall be for the maximum quantity used on each street.

**Pavt Mrkg, Type R, Tape**

Payment for Type R Tape shall be for the maximum quantity used on each street.

**Plastic Drum – Lighted, Furnish and Operate**

There will be a one-time payment for each street for the maximum number of lighted drums in-place (operated) at any one time, as directed by the Engineer.

**Barricade Type III – Lighted, Furnish and Operate**

Payment for furnishing and operating lighted type III barricades shall be for the maximum quantity in-place at any one time during the work of the entire project (all streets).

**Temporary Sign - Type B, Furnish and Operate**

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

**Pedestrian Type II Barricade, Temp**

Payment for furnishing and operating type II pedestrian barricades shall be for the maximum quantity in-

place at any one time during the work of the entire project (all streets).

**Pedestrian Channelizer, Temp**

Payment for furnishing and operating pedestrian channelizers shall be for the maximum quantity in-place at any one time during the work of the entire project (all streets).

**Pedestrian Channelizer Barrier, Temp**

Payment for furnishing and operating pedestrian channelizer barriers shall be for the maximum quantity in-place at any one time during the work of the entire project (all streets).

**Lighted Arrow Board, Furnish and Operate**

Measurement for furnishing and operating lighted arrow board will be for the maximum quantity in-place at any one time during the work of the entire project (all streets).

**Sign, Portable Changeable Message, Furnish and Operate**

Measurement for furnishing and operating portable changeable message signs will be for the maximum quantity in-place at any one time during the work of the entire project (all streets).

**Sign Cover**

There will be a one-time payment for each street for the maximum number of sign covers in-place (operated) at any one time, as directed by the Engineer.

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

| <b><u>PAY ITEM</u></b>  | <b><u>PAY UNIT</u></b> |
|---|------------------------|
| Pavt Mrkg Cover, Type R, Black                                | Foot                   |
| Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp  | Foot                   |
| Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp | Foot                   |
| Pavt Mrkg, Wet Reflective, Type R, Tape, 6 inch Crosswalk     | Foot                   |
| Pavt Mrkg, Wet Reflective, Type R, Tape, 24 inch Stop Bar     | Foot                   |
| Lighted Arrow Board   | Each                   |
| Sign, Portable Changeable Message, Furnish and Operate        | Each                   |
| Plastic Drum - Lighted - Furnish& Operate                     | Each                   |
| Barricade Type III - Lighted - Furnish and Operate            | Each                   |
| Temporary Sign, Type B - Furnish and Operate                  | Square Foot            |
| Channelizing Device, 42 inch, Furnish and Operate             | Each                   |
| Pedestrian Type II Barricade, Temp                            | Each                   |
| Pedestrian Channelizer, Temp                                  | Each                   |
| Pedestrian Channelizer Barrier, Temp                          | Each                   |
| Sign Cover  | Each                   |

**DETAILED SPECIFICATION  
FOR  
ITEM #278 - TEMPORARY PEDESTRIAN RAMP  
ITEM #279 – TEMPORARY PEDESTRIAN MAT**

Page 1 of 3

**DESCRIPTION**

This work consists of furnishing, installing, maintaining, relocating, and removing a temporary pedestrian ramp as identified in the proposal or on the plans. Use temporary pedestrian ramps to facilitate pedestrian travel on accessible facilities over curbs or other uneven terrain features with a vertical difference of 1/2 inch or greater. Damaged pedestrian ramps will be replaced as directed by the Engineer.

**MATERIALS**

**A. Temporary Pedestrian Ramp**

Provide materials to construct a temporary pedestrian ramp in accordance with the *Americans with Disabilities Act (ADA)*, the standard specifications, and the following:

1. Ensure the material used to construct the temporary pedestrian ramp is firm, stable, skid resistant, and forms a continuous hard surface. Ensure the surface does not warp, buckle or otherwise become uneven, and materials support the weight of pedestrians as well as motorized scooters and wheelchairs. Suitable materials to construct the surface of the ramp include asphalt materials, Oriented Strand Board (OSB) or plywood, dimensional lumber, certain reclaimed or other materials as approved by the Engineer. Compacted soils, aggregate and sand are prohibited.
2. Provide a handrail on both sides of the ramp if the ramp is not exposed to vehicle traffic and has a total rise greater than 6 inches, and a length greater than 72 inches. Ensure the handrail is between 1.25 and 1.5 inches wide and configured to be a “graspable” cross-section. See construction subsection 2.A for additional details. When the ramp is exposed to traffic, in lieu of handrails, use a protective edge 2.5 inches minimum height above the ramp surface or 1:10 flare on both sides of the ramp.
3. Ensure the surface of the ramp is free draining; in addition provide features that allow drainage to move past the ramp installation (i.e. along the gutter pan underneath the ramp if the ramp is installed on a curb).
4. Provide materials to construct detectable edging along open sides of the ramp if required.
5. If asphalt materials are not used to construct the surface of the ramp, provide an antiskid coating or surface treatment approved by the Engineer.

**B. Temporary Pedestrian Mat**

Provide materials for a temporary pedestrian mat in accordance with the *Americans with Disabilities Act (ADA)*, the standard specifications, and the following:

1. Ensure the material used for the temporary pedestrian mat is firm, stable, skid resistant, and forms a continuous hard surface. Ensure the surface does not warp, buckle or otherwise become uneven, and materials support the weight of pedestrians as well as motorized scooters and wheelchairs. Suitable materials will be determined by the Engineer after shop drawings or products information is provided.

**DETAILED SPECIFICATION  
FOR  
ITEM #278 - TEMPORARY PEDESTRIAN RAMP  
ITEM #279 – TEMPORARY PEDESTRIAN MAT**

Page 2 of 3

2. Mats shall be at least 60 inches wide and not have traversable edges more than ½ inch high.
3. Ensure the surface of the mat is free draining.

**CONSTRUCTION METHOD**

Construct the temporary pedestrian ramp in accordance with the manufacturer's recommendations (if applicable), *ADA*, the plans, and the following:

1. Ensure the useable surface of the ramp is 48 inches wide and does not deflect due to pedestrian traffic. Ensure an anti-skid surface treatment is applied to the useable area of the ramp if it is not made from asphalt materials. The maximum cross slope of the ramp is 2 percent. Ensure both ends of the ramp smoothly transitions to the adjacent surface, with 1/4 inch or less vertical difference.

Construct the ramp to maintain a longitudinal slope from 1:10 to 1:12 where possible. Otherwise, a longitudinal slope from 1:8 to 1:10 may be used for a maximum rise of 3 inches. Temporary pedestrian ramps with longitudinal slopes greater than 1:8 are prohibited.

- A. Provide a handrail on both sides of the ramp if required as stated herein. Ensure the top of the handrail is between 34 and 38 inches above the surface of the ramp. Ensure a minimum width of 36 inches is maintained between the handrails, with a minimum clearance of 1.5 inches behind and 18 inches above.

Construct the handrail such that the bending stress applied by a bending moment created by a 250 pound force is less than the allowable stress for the materials and the construction of the handrail. Construct the handrail to withstand the shear stress induced by a 250 pound force. Ensure all fasteners, mounting devices and support structures are also able to withstand shear stress induced by a 250 pound force.

2. Construct a detectable edging anytime a handrail is required, and anytime the path changes direction. This includes a turn onto the ramp from the path. Detectable edging must begin a maximum of 2.5 inches above the ramp surface, and extend at least 6 inches above the ramp surface.

3. Ensure a clear space (minimum 48 inches by 48 inches) is provided above and below the ramp.

4. Avoid locating ramps in areas of drainage collection, ponding or running water, which can produce slippery or unsafe conditions. If the ramp is located over a gutter pan or other drainage structure, provide features to facilitate water movement around or under the ramp as approved by the Engineer.

5. Ensure all debris and construction material is cleared from the surface of the ramp throughout its use. Ensure snow and ice is removed; the use of an approved de-icing agent may be required. Repair or replace the ramp if it becomes uneven, unstable, or displaces due to weather events, construction activities, or other causes as directed by the Engineer.



**DETAILED SPECIFICATION  
FOR  
ITEM #278 - TEMPORARY PEDESTRIAN RAMP  
ITEM #279 – TEMPORARY PEDESTRIAN MAT**

Page 3 of 3

**MEASUREMENT AND PAYMENT**

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

| <b>Pay Item</b>                | <b>Pay Unit</b> |
|--------------------------------|-----------------|
| Temporary Pedestrian Ramp..... | Each            |
| Temporary Pedestrian Mat.....  | Each            |

**Temporary Pedestrian Ramp and Temporary Pedestrian Mat** includes all labor, equipment, and materials to furnish, install and remove a temporary pedestrian ramp at the locations shown on the plans, as well as all costs for maintaining, clearing debris, deicing, reconfiguring, and relocating the temporary pedestrian ramps and mats throughout the life of the contract.

**DETAILED SPECIFICATION  
FOR  
ITEM #280 – AUDIBLE MESSAGE DEVICE**

**DESCRIPTION**

This work shall consist of furnishing and installing temporary audible message devices to be used in Temporary Pedestrian Alternate Routes (TPAR) for pedestrians with visual impairments in compliance with the latest version of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) and the Public Right-of-Way Accessibility Guidelines (PROWAG), published in November 2005. All work shall be in accordance with the Special Provision for “Maintenance of Traffic” and as indicated on the plans, and as modified herein.

**CATEGORIES**

Audible message devices (AMDs) will have two categories:

1. AMDs without a pushbutton
  - These devices will operate based on a proximity sensor; the audible message content will be given when the sensor is activated.
2. AMDs with a pushbutton and locator tone
  - These devices will have the capability of utilizing a locator tone for pedestrians with visual impairments to locate the pushbutton on the AMD. The pushbutton on the AMD will activate the audible message content. The AMD may continuously sound the locator tone, or the locator tone may be activated with a proximity sensor.

**CRITERIA**

Following are the necessary criteria for all types of AMDs to be on the APL:

- Compliant with the latest version of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) and the Public Right-of-Way Accessibility Guidelines (PROWAG), published in November 2005.
- Be weatherproof and fully operational between -20° F to +130° F and in a humidity range of 0-100% non-condensing.
- Be able to be battery operated.
- Proximity sensor shall be able to detect pedestrians from 15 feet away.
- The ability to verbalize a custom voice messages for a minimum of 60 seconds.
- Volume requirements
  - Volume measured at 3 feet from the AMD shall be 2 dB minimum and 5 dB maximum above ambient noise level in standard operations and shall be responsive to ambient noise level changes.
  - The ability to maximize volume at 100 dBA

Following are the additional necessary criteria for AMDs with pushbuttons and locator tones:

- The device shall be designed such that the pushbutton is within the Reach Ranges identified in PROWAG when the device is placed on level ground. In addition, the pushbutton shall be placed approximately at 42 inches (but no more than 48 inches) from the bottom of the device.
- Pushbuttons shall incorporate a locator tone at the pushbutton. Pushbutton locator tone volume measured at 3.0 feet from the pushbutton shall be 2 dB minimum and 5 dB maximum above ambient noise level and shall be responsive to ambient noise level changes. The duration of the

**DETAILED SPECIFICATION  
FOR**

**ITEM #280 – AUDIBLE MESSAGE DEVICE**

locator tone shall be 0.15 seconds maximum and shall repeat at intervals of one second. The locator tone may be activated by a proximity sensor.

**MATERIALS**

Approved Temporary Audible Message Devices are as follows:

- Model 400ADA audible Device, manufactured by Empco-Lite, 1675 Shanahan Drive, South Elgin, IL USA 60177.
  - The 400ADA is an audible information device that can be mounted on various safety devices like the ADA Wall, 42" Cones, and the Safety Wall. Or it can just be a stand-alone device.
  - Easily program your message with built-in microphone and speaker.
  - Record up to a 60 second message.
  - Customize message for each location. See "Messages for Audible Information Devices" for message guidelines and helpful information.
  - When routes are blocked (especially mid-block closings), there are alternate crossings or alternate routes that are not continuous, these units provide positive guidance for the visually impaired by providing needed audible information. See 2009 MUTCD Section 6D.01 E, Section 6D.02, Section 6F.14, Section 6F.16 and notes on Figure 6H-28 and Figure 6H-29 (see PDF).
  - Unit can be mounted on a standard barricade light housing utilizing two 6V spring terminal batteries or can be a self contained unit operating on four D-Cell batteries.
  - Unit is triggered by motion detector when pedestrians get within 15 feet of the unit.
- SpeakMaster 500, manufactured by MDI Worldwide, 38271 W Twelve Mile Road, Farmington Hills, MI 48331.
  - The ADA SpeakMaster™ is an audible warning device that alerts pedestrians of a sidewalk closure ahead and provides navigation instructions Rugged design, simple to install and programmable through Bluetooth connectivity, the 9" DFB sign promotes safety where ever they're installed.
  - The all aluminum ADA SpeakMaster stands 5.5 feet high, is completely weather resistant, and ADA compliant. The two-sided frame at the top has snap-open side rails to easily change custom signs. The frame can rotate 360° to accommodate the different requirements of multiple urban areas. The unit is powered by an extended-life battery stored in a key-locked compartment in the base, and the base can be weighted for added stability and security. The electronics are housed in the upright, also in a key-locked compartment, and messages can be programmed on site, by cell phone, or computer. The base tilts and rolls on hidden wheels.
  - The ADA SpeakMaster is positioned approximately 100 feet before the actual sidewalk closure. As the pedestrian approaches, he hears a unique locator tone, which the visually impaired have been taught to recognize. The tone is either on continuously or is activated by an optional motion sensor and indicates that there is more information. The pedestrian locates the push button and activates the voice module to hear navigation instructions. He can then safely pass through the temporary pedestrian accessible route.

**CONSTRUCTION METHOD**

Installer's Qualifications: Engage an experienced Installer who has successfully completed AMD installations similar in material, design, and extent to that indicated for this Project.

**DETAILED SPECIFICATION  
FOR  
ITEM #280 – AUDIBLE MESSAGE DEVICE**

The contractor shall follow manufacturer specifications for installation, except where they conflict with MMUTCD or other project requirements.

**MEASUREMENT AND PAYMENT**

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

| <b><u>PAY ITEM</u></b> | <b><u>PAY UNIT</u></b> |
|------------------------|------------------------|
| Audible Message Device | Each                   |

The unit prices for this item of work shall include all labor, material, and equipment costs required to complete the work.

**DETAILED SPECIFICATION  
FOR  
#290 – UNDERGROUND SPRINKLING SYSTEMS, RESTORE**

Page 1 of 2

**DESCRIPTION**

Restore existing privately owned underground sprinkling systems within the project site as described herein. This work shall be paid with an allowance for the actual work required to restore and modify existing privately owned underground sprinkling systems. The Contractor shall take care to avoid disturbance of existing underground sprinkling systems within the project site. These typically will be encountered in the parkway adjacent to the roadway.

**MATERIALS**

Materials used to restore or modify existing underground sprinkling systems shall be of the same brand, model and specifications as the removed or damaged portion(s) of the sprinkling system and shall be compatible with the rest of the system.

**CONSTRUCTION METHOD**

The Contractor shall take precautions to prevent or minimize damage and disruption to private lawn sprinkling systems, including, but not limited to, completing visual inspections of the project site to determine areas in which lawn sprinkling equipment exists. This work of inspection shall be considered incidental to the disturbing work in the project area.

The Contractor shall repair or replace all lawn sprinkling systems disturbed by his/her operations and shall contact and coordinate any necessary work with the appropriate owners of such sprinkling systems. The Contractor shall obtain written permission from property owners prior to completing any work outside the R.O.W. on private property and shall provide copies of these documents to the Engineer for the project file.

The Contractor shall employ an underground sprinkling specialist to make necessary repairs or modifications to the affected underground sprinkling systems. During construction activities, the disturbed portions of the system shall be isolated and/or removed in such a way that the undisturbed portions of the system remain operational until the entire system is completely restored. The existing underground sprinkling systems shall be restored or modified so that spray from the sprinkler heads does not spray over sidewalks or into driving lanes of the road.

**MEASUREMENT AND PAYMENT**

The completed work shall be paid for at the contract unit price for the following contract item (pay item) which shall include all materials, equipment and labor required to complete this work.

| <b>Pay Item</b>                               | <b>Pay Unit</b> |
|---|-----------------|
| Underground Sprinkling Systems, Restore ..... | Dollar          |

Payment for Underground Sprinkling Systems, Restore will be paid for as an allowance after all disturbed sprinkling systems have been repaired and/or replaced, whichever occurs later. The Contractor shall supply the Engineer with actual invoices from the underground sprinkling specialist for this work effort and may add up to 5% markup.

**DETAILED SPECIFICATION  
FOR  
#290 – UNDERGROUND SPRINKLING SYSTEMS, RESTORE**

**Page 2 of 2**

The Contractor waives all claim for damages or delay which he/she may suffer by reason of the presence of lawn sprinkling equipment within the project site and understands that no extra compensation will be paid to him/her due to any lawn sprinkling equipment encountered.

**DETAILED SPECIFICATION  
FOR  
ITEM #291 – ADJUST STRUCTURE COVER  
ITEM #292 – ADJUST MONUMENT BOX, VALVE BOX, OR GAS BOX  
ITEM #293 – STRUCTURE COVERS**

Page 1 of 2

**DESCRIPTION**

This work shall consist of adjusting, replacing, and pointing structures, handholes, valve wells or boxes, and monument boxes of concrete and concrete block masonry; the replacing, salvaging and transporting of new and existing metal covers, and/or castings; including all excavation, backfilling, patching and the removal and proper disposal off-site of all excavated material and debris, all in accordance with Division 4 of the 2012 edition of the MDOT Standard Specifications for Construction, and the City Standard Specifications, except as specified herein, and except as directed by the Engineer.

**MATERIALS**

Materials shall meet the requirements of sections 403 and 601 of the 2012 edition of the MDOT Standard Specifications, except that concrete shall be MDOT P-NC per Section 601 of the 2012 MDOT Standard Specifications.

**CONSTRUCTION METHODS**

General

Materials shall be stored by the Contractor at locations arranged by the Contractor, subject to the approval of the Engineer. The Contractor shall not store materials or equipment, including metal castings and steel plates, on any lawn area.

Hidden, or unknown utility structures may be encountered during the work. It is the Contractor's responsibility to inform the respective utility owner(s) of such findings. In such instances, the City may direct the Contractor to adjust the structure(s) to grade. This work will be paid as "Adjust Structure Cover".

The pointing of structures is included in all adjustments.

Adjust Structure Cover

This item includes the final adjustment of castings of any type (including drop inlets) to their respective finished elevations, up or down. All materials required to make the adjustments shall be included in this item of work.

All underground structure covers shall be adjusted such that their finished surface elevation is within ¼-inch of the finished surface sections, grades, slopes, and elevations, as shown on the Plans, and as directed by the Engineer. The work shall be verified by the use of a 10-foot straight-edge placed parallel with the pavement centerline. Structures not meeting the ¼-inch tolerance shall be readjusted and finish patched, as directed by the Engineer, at the Contractor's expense.

The Contractor is responsible to coordinate and arrange for the adjustment of all non-City utility manholes and valves (Edison, Gas, Cable, Ameritech, etc.) during this project. The Contractor will not be given any additional compensation for delays due to other utilities work. The work of coordinating with other utilities shall be paid for under the Contract Item "General Conditions."

All structure covers, utility covers, valve boxes or monument boxes shall be backfilled with MDOT P-NC concrete from the depth of excavation necessary for adjustment, up to an elevation 2-inches below the top flange of the adjusted

**DETAILED SPECIFICATION  
FOR  
ITEM #291 – ADJUST STRUCTURE COVER  
ITEM #292 – ADJUST MONUMENT BOX, VALVE BOX, OR GAS BOX  
ITEM #293 – STRUCTURE COVERS**

Page 2 of 2

casting. This work shall be included in the respective items of work, and will not be paid for separately.

Adjust Monument Box or Valve Box, and Traffic Signal Handhole

This item includes the final adjustment of existing or new covers/castings and traffic signal handholes (traffic signal handhole adjustments will be paid for as “Adjust Structure Cover”) up or down, to their finished elevations. This also includes the replacement of the top half of the water boxes and monument boxes (furnished by the City) where required, and shall be included in this item of work.

Castings and covers for monument and water-valve boxes will be provided by the City. The Contractor shall transport these new castings and covers to the site from the City Utilities Department yard at 4251 Stone School Road (Wheeler Center).

Structure Covers

This item shall consist of replacing covers and/or castings for manhole structures and inlet structures as directed by the Engineer. All covers and/or castings shall conform to the model(s) specified in appendix.

The Contractor shall deliver all salvaged covers and castings to the Wheeler Center within two days of their removal.

**MEASUREMENT AND PAYMENT**

Payment for transporting new and salvaged castings and covers to and from the Wheeler Center is included in the appropriate items of work.

Furnishing and placing concrete as backfill for these items will not be paid separately, but shall be included in the bid prices for these items of work.

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

**PAY ITEM**

**PAY UNIT**

|  |        |
|--|--------|
| Adjust Structure Cover                     | Each   |
| Adjust Monument Box, Valve Box, or Gas Box | Each   |
| Structure Cover                            | Pounds |

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



**DETAILED SPECIFICATION  
FOR  
ITEM #702 – EROSION CONTROL, INLET PROTECTION**

**DESCRIPTION**

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

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

**MATERIALS**

The inlet protection filters shall be in accordance with the REGULAR FLOW SILTSACK® manufactured by ACF Environmental (800) 448-3636; FLEXSTORM® Style FX manufactured by Advanced Drainage Systems, Inc. (800) 821-6710; CATCH-ALL® manufactured by Price & Company (866) 960-4300, SLOT GUARD® manufactured by Ertec Environmental Systems (866) 521-0724, or Engineer approved equal.

The Contractor shall submit product data sheets and a sample of the filter material for inlet filters and silt fence for Engineer approval prior to ordering materials.

**METHODS OF CONSTRUCTION**

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

**MEASUREMENT AND PAYMENT**

Soil erosion and sedimentation control items shall be field measured and paid for at the Contract Unit Prices for their respective Contract (Pay) Items as follows:

| <b><u>PAY ITEM</u></b>            | <b><u>PAY UNIT</u></b> |
|-----------------------------------|------------------------|
| Erosion Control, Inlet Protection | Each                   |

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

# **APPENDIX**

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

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

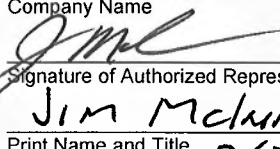
At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

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

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

DOAN CONSTRUCTION CO.  
Company Name

 6/24/21  
Signature of Authorized Representative Date

JIM McCLUMIS, V.P.  
Print Name and Title

3670 CARPENTER RD. YPSILANTI MI 48197  
Address, City, State, Zip

734-323-3642  
Phone/Email address

JMcCLUMIS@DOANCOMPANIES.COM

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

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

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

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

The Contractor or Grantee agrees:

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

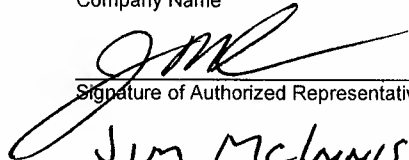
| <b>Check the applicable box below which applies to your workforce</b> |   |
|---|---|
| <input type="checkbox"/>  | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits |
| <input checked="" type="checkbox"/>                                   | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits    |

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

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

DOAN CONSTRUCTION CO.  
Company Name

3670 CARPENTER RD.  
Street Address

  
Signature of Authorized Representative

6/24/21  
Date

YPSILANTI MI 48197  
City, State, Zip

Jim McInnis, V.P.  
Print Name and Title

734-323-3642  
Phone/Email address

JMcINNIS@DOANCOMPANIES.COM

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022**

**\$14.05 per hour**

If the employer provides health care benefits\*

**\$15.66 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](mailto:cspencer@a2gov.org)**



**Vendor Conflict of Interest Disclosure Form**

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

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

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

| Conflict of Interest Disclosure*  |   |
|---|---|
| Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest. | <input type="checkbox"/> Relationship to employee<br><input type="checkbox"/> Interest in vendor's company<br><input type="checkbox"/> Other (please describe in box below) |
| <b>NONE</b>   |   |

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

|  |                            |   |
|--|----------------------------|---|
| <b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b> |                            |   |
| <b>DOAN CONSTRUCTION CO.</b>   | <b>734-323-3642</b>        |   |
| <b>Vendor Name</b>   | <b>Vendor Phone Number</b> |   |
|  | <b>6/24/21</b>             | <b>Jim McClannis, V.P.</b>                              |
| <b>Signature of Vendor Authorized Representative</b>   | <b>Date</b>                | <b>Printed Name of Vendor Authorized Representative</b> |

**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

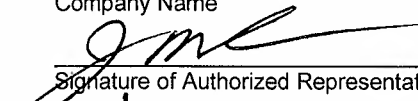
In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

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

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

DOAM CONSTRUCTION CO.  
Company Name

 6/24/21  
Signature of Authorized Representative Date

JIM McINNIS, V.P.  
Print Name and Title

3670 CARPENTER RD. YPSICANT MI 48197  
Address, City, State, Zip

734-323-3642  
Phone/Email Address

JIMCINNIS@DOAMCOMPANIES.COM

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

# CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://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](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto: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](mailto: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)    |                                    |
|-------------------------------|---------------------|-----|------------------|---|---|---|---|---|---|-----|-----|-----|--------|-----|----------------|------------------------|---------------------|----------------------------|----------------------|--------|------------------------------------|
|                               |                     |     | Hour Type        | 1 | 2 | 3 | 4 | 5 | 6 |     |     |     |        |     | 7              | TOTAL HOURS ON PROJECT | PROJECT RATE OF PAY | PROJECT RATE OF FRINGE PAY | GROSS PROJECT EARNED |        | TOTAL WEEKLY HOURS WORKED ALL JOBS |
| EMPLOYEE INFORMATION<br>NAME: | WORK CLASSIFICATION |     |                  |   |   |   |   |   |   | 0   |     |     | \$0.00 |     |                |                        |                     |                            |                      | \$0.00 | \$0.00                             |
| ETHGEN: ID #: NAME:           | GROUPCLASS #:       | S   |                  |   |   |   |   |   |   | 0   |     |     | \$0.00 |     |                |                        |                     |                            |                      | \$0.00 | \$0.00                             |
| ETHGEN: ID #: NAME:           | GROUPCLASS #:       | S   |                  |   |   |   |   |   |   | 0   |     |     | \$0.00 |     |                |                        |                     |                            |                      | \$0.00 | \$0.00                             |
| ETHGEN: ID #: NAME:           | GROUPCLASS #:       | S   |                  |   |   |   |   |   |   | 0   |     |     | \$0.00 |     |                |                        |                     |                            |                      | \$0.00 | \$0.00                             |
| ETHGEN: ID #: NAME:           | GROUPCLASS #:       | S   |                  |   |   |   |   |   |   | 0   |     |     | \$0.00 |     |                |                        |                     |                            |                      | \$0.00 | \$0.00                             |
| ETHGEN: ID #: NAME:           | GROUPCLASS #:       | S   |                  |   |   |   |   |   |   | 0   |     |     | \$0.00 |     |                |                        |                     |                            |                      | \$0.00 | \$0.00                             |
| ETHGEN: ID #: NAME:           | GROUPCLASS #:       | S   |                  |   |   |   |   |   |   | 0   |     |     | \$0.00 |     |                |                        |                     |                            |                      | \$0.00 | \$0.00                             |
| ETHGEN: ID #: NAME:           | GROUPCLASS #:       | S   |                  |   |   |   |   |   |   | 0   |     |     | \$0.00 |     |                |                        |                     |                            |                      | \$0.00 | \$0.00                             |
| ETHGEN: ID #: NAME:           | GROUPCLASS #:       | S   |                  |   |   |   |   |   |   | 0   |     |     | \$0.00 |     |                |                        |                     |                            |                      | \$0.00 | \$0.00                             |
| ETHGEN: ID #: NAME:           | GROUPCLASS #:       | S   |                  |   |   |   |   |   |   | 0   |     |     | \$0.00 |     |                |                        |                     |                            |                      | \$0.00 | \$0.00                             |

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

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

\_\_\_\_\_ (Contractor or Subcontractor) on the

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

\_\_\_\_\_ 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.