

PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 25-02

Annual Street Resurfacing Program

City of Ann Arbor
ENGINEERING UNIT
PUBLIC SERVICE AREA



**Due Date: Wednesday, February 12, 2025,
by 10:00 a.m. (local time)**

Issued By:

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

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ADDENDUM No. 1

RFP No. 25-02

Annual Street Resurfacing Program

Due Date: February 12, 2025, by 10:00 a.m. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes one (1) page.**

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

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

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

I. CORRECTIONS/ADDITIONS/DELETIONS

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

| Section/Page(s) | Change |
|-----------------|--------|
|-----------------|--------|

| | |
|--------|---|
| Page 3 | As provided in RFP 25-02 Bid Document: A mandatory pre-proposal conference for this project will be held on Tuesday, January 28, 2025, at 10:00 a.m. Teams or in-person option available. Request invite containing location and Teams link to Andrea Wright at AWright@a2gov.org by 12:00 p.m. Monday, January 27, 2025. Failure to attend the meeting and sign the RFP sign-in sheet or show up on the Teams attendee log at the pre-proposal meeting will automatically disqualify a bidder from submitting a valid proposal. Any proposal submitted by a party not attending and signing the roster at the pre-proposal meeting will not be opened or considered. |
|--------|---|

As updated herein:

A **mandatory** pre-proposal conference for this project will be held on **Tuesday, January 28, 2025, at 10:00 a.m. and February 4, 2025, at 9:30 a.m.** at the City of Ann Arbor Larcom Building, 301 E. Huron St, Ann Arbor, MI 48107. Virtual option available through Teams; email Andrea Wright at AWright@a2gov.org for virtual meeting link prior to the scheduled meeting. **Failure to attend the**

meeting and sign the RFP sign-in sheet or show up on the Teams attendee log at the pre-proposal meeting will automatically disqualify a bidder from submitting a valid proposal. Any proposal submitted by a party not attending and signing the roster at one of the pre-proposal meetings will not be opened or considered for award.

Comment: In an effort to maximize competition a second Mandatory Pre-Bid Meeting will be held February 4, 2025, at 9:30 a.m. Documented attendees of the first Mandatory Pre-Bid Meeting are not required to attend the second Mandatory Pre-Bid Meeting.

Section P. Schedule As provided in RFP No. 25-02 Document:
Written Question Deadline: February 3, 2025, 1:00 p.m. (Local Time)

As updated herein:
Written Question Deadline: **February 5, 2025, 3:00 p.m. (Local Time)**

Comment: The written question deadline for this RFP has been extended to February 5, 2025, 3:00 p.m. (Local Time).

II. QUESTIONS AND ANSWERS

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

Question 1: Is the City accepting bids from contractors who did not attend the pre-bid meeting?
Answer 1: No, reference section D. Pre-Proposal Meeting (page 3 – 4).

Question 2: Would the City be willing to hold one additional mandatory Pre-Bid Meeting to allow for a competitive bidding process?
Answer 2: Yes.

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

ADDENDUM No. 2

RFP No. 25-02

Annual Street Resurfacing Program

Due Date: February 12, 2025, by 10:00 a.m. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes Seventy-eight (78) pages.**

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

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

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

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

I. CORRECTIONS/ADDITIONS/DELETIONS

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

| Section/Page(s) | Change |
|--------------------------|---|
| Schedule of Pricing/Cost | Minor quantity revisions are highlighted and shown in bold. |
| Detailed Specification | Replace all Detailed Specifications with Addendum Special Detailed Package. <u>Update Detail Specifications:</u> Project Schedule; Structure Cover Adjustments; HMA Soil Erosion Wedge; HMA Driveway Wedging; Pavt Marking Special; Structure Cover Adjustments <u>Added Detailed Specifications:</u> Concrete Pavt, Rem; HMA Base Wedging; Concrete Raised Devices; All other Detailed Specials have not changed. |

Plan Set

Replace plan sheets in its entirety.

Updated:

Sheet 2: Shared Use Path in application table.

Sheet 6: Number color from red to black.

Sheet 7: Detour plan and signage table.

Sheet 9: Removed Storm Structure Cover Type K from table.

Sheet 14: Removed Storm Structure Cover Type K from table.

Sheet 15: Removed Storm Structure Cover Type K from table.

Sheet 17: Removed Storm Structure Cover Type K from table.

Sheet 18: Adjusted quantity for Storm Structure Cover Type K.

Sheet 20: Adjusted quantity for Storm Structure Cover Type K.

Sheet 24: Removed Storm Structure Cover Type K from table

Sheet 25: Removed Storm Structure Cover Type K from table

Sheet 26: Removed Storm Structure Cover Type K from table

Sheet 31: Removed Storm Structure Cover Type K from table

Sheet 33: Changed ROB to RAB in title.

Sheet 34: Removed Storm Structure Cover Type K from table

Sheet 34: Adjusted quantities in table. Removed Storm Structure Cover Type K from table.

Added:

Sheets 19-1 to 19-14: Independence Boulevard Sidewalk Gap Project Plans.

II. QUESTIONS AND ANSWERS

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

Question 1: Is the pre-bid meeting notes being shared?

Answer 1: Yes, see attached pre-bid meeting notes.

Question 2: Is the bid tab available in excel format?

Answer 2: Yes. It will be shared upon emailed request.

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

ADDENDUM No. 3

RFP No. 25-02

Annual Street Resurfacing Program

Due Date: February 12, 2025 by 10:00 a.m. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes one (1) page.**

The Proposer is to acknowledge receipt of this Addendum No. 3 by signing and submitting Attachment B, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

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

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

I. QUESTIONS AND ANSWERS

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

Question 1: Are Bidders required to include statements from Major Subcontractors on their A. Qualifications, Experience and Accountability, B. Workplace Safety, C. Workforce Development, and D. Social Equity and Sustainability with the bid submittal?

Answer 1: The current practice has been to only require responses to the Best Value Procurement evaluation criteria from the General Contractor providing the proposal response.

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

SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm to provide construction services for the Annual Street Resurfacing Program.

B. 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.

Proposals that fail to provide a bid security upon proposal opening will be deemed non-responsive and will not be considered for award.

C. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before Monday, February 3, 2025 at 1:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to **Andrea Wright, Project Manager, AWright@a2gov.org**.

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

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

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

D. PRE-PROPOSAL MEETING

A **mandatory** pre-proposal conference for this project will be held on **Tuesday, January 28, 2025, at 10:00 a.m.** Teams or in-person option available. Request invite containing location

and Teams link to Andrea Wright at AWright@a2gov.org by **12:00 p.m. Monday, January 27, 2025. Failure to attend the meeting and sign the RFP sign-in sheet or show up on the Teams attendee log at the pre-proposal meeting will automatically disqualify a bidder from submitting a valid proposal.** Any proposal submitted by a party not attending and signing the roster at the pre-proposal meeting will not be opened or considered. Administrative and technical questions regarding this project will be answered at this time. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the proposal will be affirmed in an addendum.

E. PROPOSAL FORMAT

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

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

F. SELECTION CRITERIA

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

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

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

G. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before Wednesday, February 12, 2025, by 10:00a.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent should submit in a sealed envelope

- **one (1) original proposal**
- **one (1) additional proposal copy**
- **one (1) USB/flash drive that contains:**
 - **one (1) digital copy of the proposal preferably as one file format**
 - **one (1) digital copy pf E. Schedule of Pricing/Cost preferably as one file in Excel format**

Proposals submitted should be clearly marked: **“RFP No. 25-02 – Annual Street Resurfacing Program”** and list the bidder’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

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

Hand delivered proposals may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective bidder for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal.

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

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

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

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

H. DISCLOSURES

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

I. TYPE OF CONTRACT

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

For all construction work, the respondent must further adhere to the City of Ann Arbor General Conditions. The General Conditions are included herein. Retainage will be held as necessary based on individual tasks and not on the total contract value. The Contractor shall provide the required bonds included in the Contract Documents for the duration of the Contract.

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

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

J. NONDISCRIMINATION

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

K. WAGE REQUIREMENTS

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

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan Department of Transportation Prevailing Wage Forms (sample attached hereto) or a City-approved equivalent will be required along with wage rate interviews.

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

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

L. CONFLICT OF INTEREST DISCLOSURE

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

M. COST LIABILITY

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

N. DEBARMENT

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

O. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of any notices of intent, including, but not exclusively, divisions on prequalification of bidders, shortlisting of bidders, or a notice of intent to award. Only bidders who responded to the solicitation may file a bid protest. The bidder must clearly state the reasons for the protest. If any bidder contacts a City Service Area/Unit

and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Manager. The Purchasing Manager will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

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

P. SCHEDULE

The following is the schedule for this RFP process.

| Activity/Event | Anticipated Date |
|--------------------------------------|---|
| Pre-Proposal Conference (Mandatory) | January 28, 2025, 10:00 a.m. (Local Time) |
| Written Question Deadline | February 3, 2025, 1:00 p.m. (Local Time) |
| Addenda Published (if needed) | Week of February 3, 2025 |
| Proposal Due Date | February 12, 2025, 10:00 a.m. (Local Time) |
| Selection/Negotiations | Week of February 17, 2025 |
| Expected City Council Authorizations | March 2025 |

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

Q. IRS FORM W-9

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

R. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all bidders.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.

5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more contractors or service providers to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

S. 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.

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.

T. 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 strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

U. MAJOR SUBCONTRACTORS

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

V. LIQUIDATED DAMAGES

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

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

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

SECTION II - SCOPE OF WORK

The Annual Street Resurfacing Program involves the resurfacing or rehabilitation of numerous streets, segments of asphalt paths, concrete work relating to the replacement of curb, drive approaches, and/or sidewalk ramps and new sidewalk installations. Approximate miles completed in a season is between 5-7. The estimated material qty for the 2025 Calendar year season is 15,000 Tons of HMA, 60 Ea Catch Basin Structure Replacements, about 12,000 ft curb replacement and about 10,000 Sft of new sidewalk.

Please reference the Detailed Specifications and Plan Set for more details.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

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

Bidders should organize Proposals into the following Sections:

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

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

Pursuant to Sec 1:325 of the City Code which sets forth requirements for evaluating public improvement bids, Bidders should submit the following:

A. Qualifications, Experience and Accountability - 20 Points

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.

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

B. Workplace Safety – 20 Points

1. Provide a copy of the bidder's safety program, and evidence of a safety-training program for employees addressing potential hazards of the proposed job site. Bidder must identify a designated qualified safety representative responsible for bidder's safety program who serves as a contact for safety related matters.
2. Provide the bidder's Experience Modification Rating ("EMR") for the last three consecutive years. Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.
3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least an authorized 10-hour OSHA Construction Safety Course.
4. For the last three years provide a copy of any documented violations and the bidder's corrective actions as a result of inspections conducted by the Michigan Occupational Safety & Health Administration (MIOSHA), U.S. Department of Labor – Occupational Safety and Health Administration (OSHA), or any other applicable safety agency.

C. Workforce Development – 20 Points

1. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.
- 2.. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship. USDOL apprenticeship agreements shall be disclosed to the City in the solicitation response.

3. Bidders shall disclose the number of non-craft employees who will work on the project on a 1099 basis, and the bidders shall be awarded points based on their relative reliance on 1099 work arrangements with more points assigned to companies with fewer 1099 arrangements. Bidders will acknowledge that the City may ask them to produce payroll records at points during the project to verify compliance with this section.

D. Social Equity and Sustainability – 20 Points

1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders employ individuals in either the city or the county.
Washtenaw County jurisdiction is prioritized for evaluation purposes for this solicitation.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.
3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.
4. The bidder's proposed use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.
5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.

E. Schedule of Pricing/Cost – 20 Points

Project: Annual Street Resurfacing Project
Company: Cadillac Asphalt

RFP No.: 25-02

Unit Price Bid

| <u>Item No.</u> | <u>Item Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|------------------------|---|--------------------|----------------------------------|--------------------------|---------------------------|
| 1000.00 | General Conditions, Max. \$250,000 | LS | 1.00 | \$ 250,000.00 | \$ 250,000.00 |
| 1000.71 | DS_Mailbox, Rem, Temp Relocate & Reinstall | Ea | 11.00 | \$ 200.00 | \$ 2,200.00 |
| 1000.72 | DS_Vacuum Type Cleaning, Max \$25,000 | LS | 1.00 | \$ 24,923.45 | \$ 24,923.45 |
| 1001.00 | Project Supervision, Max \$50,000 | LS | 1.00 | \$ 50,000.00 | \$ 50,000.00 |
| 1021.00 | Erosion Control, Inlet Protection, Fabric Drop | Ea | 184.00 | \$ 85.00 | \$ 15,640.00 |
| 1022.00 | Erosion Control, Silt Fence | Ft | 69.00 | \$ 20.00 | \$ 1,380.00 |
| 1040.00 | Minor Traffic Control, Max \$140,000 | LS | 1.00 | \$ 140,000.00 | \$ 140,000.00 |
| 1041.00 | Traffic Regulator Control, Modified | Hrs | 1,400.00 | \$ 35.00 | \$ 49,000.00 |
| 1050.00 | Sign, Type B, Temp, Prismatic, Furn & Oper | Sft | 947.00 | \$ 4.25 | \$ 4,024.75 |
| 1051.00 | Sign, Type B, Temp, Prismatic, Special, Furn & Oper | Sft | 804.00 | \$ 6.00 | \$ 4,824.00 |
| 1051.71 | DS_ Sign, Type IIIB | Sft | 210.00 | \$ 21.00 | \$ 4,410.00 |
| 1051.72 | DS_Perforated Steel Square Tube Breakaway System | Ea | 28.00 | \$ 1,100.00 | \$ 30,800.00 |
| 1052.00 | Temporary "No Parking" Sign | Ea | 715.00 | \$ 35.00 | \$ 25,025.00 |
| 1062.00 | Lighted Arrow, Type C, Furn & Oper | Ea | 6.00 | \$ 400.00 | \$ 2,400.00 |
| 1070.00 | Sign, Portable, Changeable Message, Furn & Oper | Ea | 6.00 | \$ 3,500.00 | \$ 21,000.00 |
| 1080.00 | Plastic Drum, High Intensity, Lighted, Furn & Oper | Ea | 20.00 | \$ 28.00 | \$ 560.00 |
| 1081.00 | Channelizer Cone, High Intensity, 42 In., Furn & Oper | Ea | 555.00 | \$ 20.00 | \$ 11,100.00 |
| 1091.00 | Barricade, Type III, High Intensity, Lighted, Furn & Oper | Ea | 26.00 | \$ 75.00 | \$ 1,950.00 |
| 1100.00 | Pedestrian Type II Barricade, Temp, Furn & Oper | Ea | 28.00 | \$ 75.00 | \$ 2,100.00 |
| 1103.00 | Temporary Pedestrian Mat, Furn & Oper | Ft | 330.00 | \$ 18.00 | \$ 5,940.00 |
| 2000.71 | DS_Tree Trimming, Allowance | Dlr | 1.00 | \$ 50,000.00 | \$ 50,000.00 |
| 2010.00 | Stump, Rem | Ea | 4.00 | \$ 750.00 | \$ 3,000.00 |
| TOTAL THIS PAGE | | | | | \$ 700,277.20 |

| <u>Item No.</u> | <u>Item Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------|--|-------------|---------------------------|-------------------|--------------------|
| 2020.00 | HMA, Any Thickness, Rem | Syd | 4,523.00 | \$ 10.00 | \$ 45,230.00 |
| 2021.00 | HMA Surface, Rem | Syd | 4,303.00 | \$ 7.00 | \$ 30,121.00 |
| 2022.00 | HMA Patch, Rem | Syd | 113.00 | \$ 10.00 | \$ 1,130.00 |
| 2023.00 | Cold-Milling HMA Surface | Syd | 57,415.88 | \$ 5.25 | \$ 301,433.37 |
| 2023.71 | DS_Cold Milling, Plunge Cut | Syd | 654.00 | \$ 4.00 | \$ 2,616.00 |
| 2023.72 | DS_HMA Surface, Around Structure Cover, Rem | Ea | 31.00 | \$ 200.00 | \$ 6,200.00 |
| 2023.73 | DS_Cold Milling for Concrete Curb and Gutter Reveal | Syd | 643.00 | \$ 5.00 | \$ 3,215.00 |
| 2025.71 | DS_Concrete Pavt, Any Thickness, Rem, Pavt Repair | Syd | 896.00 | \$ 18.00 | \$ 16,128.00 |
| 2025.72 | DS_Concrete Pavt, Any Thickness, Rem | Syd | 2,100.00 | \$ 18.00 | \$ 37,800.00 |
| 2030.00 | Curb, Gutter, and Curb and Gutter, Any Type, Rem | Ft | 12,172.00 | \$ 7.00 | \$ 85,204.00 |
| 2040.00 | Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem | Sft | 9,321.00 | \$ 1.00 | \$ 9,321.00 |
| 2050.00 | Sign, Rem, Salv | Ea | 4.00 | \$ 4.00 | \$ 16.00 |
| 3001.71 | DS_Grading Roadway | Syd | 46,123.00 | \$ 1.90 | \$ 87,633.70 |
| 3001.72 | DS_Grading, Sidewalk, Ramp & Driveway Approach | Sft | 8,754.00 | \$ 0.75 | \$ 6,565.50 |
| 3022.00 | Undercutting, Type III | Cyd | 1,121.00 | \$ 60.00 | \$ 67,260.00 |
| 3022.71 | DS_Undercutting, Type IIC | Cyd | 80.00 | \$ 70.00 | \$ 5,600.00 |
| 3030.01 | Exploratory Excavation, (0-10' Deep), SD-TD-1 | Ea | 6.00 | \$ 550.00 | \$ 3,300.00 |
| 3030.03 | Exploratory Excavation, (0-10' Deep), SD-TD-2 | Ea | 2.00 | \$ 550.00 | \$ 1,100.00 |
| 3040.00 | Earth Excavation | Cyd | 320.00 | \$ 50.00 | \$ 16,000.00 |
| 5100.71 | DS_Sanitary Structure, Reconstruct | Ft | 2.00 | \$ 1,420.00 | \$ 2,840.00 |
| 5100.72 | DS_Sanitary Structure, Point | Ea | 6.00 | \$ 300.00 | \$ 1,800.00 |
| 4061.71 | DS_Sanitary Structure Cover, Adjust | Ea | 65.00 | \$ 1,340.00 | \$ 87,100.00 |
| 5100.71 | DS_Storm Structure Cover, Adjust | Ea | 43.00 | \$ 1,340.00 | \$ 57,620.00 |
| 5100.72 | DS_Storm Curb Inlet Adjust | Ea | 64.00 | \$ 350.00 | \$ 22,400.00 |
| 6000.01 | 12 In., CL IV RCP Storm Sewer, SD-TD-1 | Ft | 83.00 | \$ 200.00 | \$ 16,600.00 |
| TOTAL THIS PAGE | | | | | \$ \$ 914,233.57 |

| <u>Item No.</u> | <u>Item Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------|--|-------------|-------------------------------|-------------------|-------------------------|
| 6003.04 | 12 In., PE Storm Sewer, SD-TD-2 | Ft | 364.00 | \$ 165.00 | \$ <u>60,060.00</u> |
| 6030.04 | Storm Sewer Tap, 12 In. Dia | Ea | 6.00 | \$ 600.00 | \$ <u>3,600.00</u> |
| 6060.03 | Storm Inlet-Junction, 48 In., Dia., (0-8'deep) | Ea | 1.00 | \$ 5,500.00 | \$ <u>5,500.00</u> |
| 6070.01 | Storm Single Inlet, 24 In. ,Dia., (0-8'deep) | Ea | 57.00 | \$ 4,000.00 | \$ <u>228,000.00</u> |
| 6070.02 | Storm Single Inlet, 24In. ,Dia., Additional Depth | Ft | 5.00 | \$ 350.00 | \$ <u>1,750.00</u> |
| 6080.01 | Storm High Capacity Inlet, 48 In. Dia., (0-8'deep) | Ea | 1.00 | \$ 5,500.00 | \$ <u>5,500.00</u> |
| 6080.02 | Storm Structure 48 In. Dia., Additional Depth | Ft | 5.00 | \$ 600.00 | \$ <u>3,000.00</u> |
| 6120.03 | Storm Sewer Pipe, 12 in. Dia., Rem | Ft | 369.00 | \$ 30.00 | \$ <u>11,070.00</u> |
| 6150.00 | Storm Sewer Drop Structure, Rem | Ea | 46.00 | \$ 500.00 | \$ <u>23,000.00</u> |
| 6160.03 | Storm Structure Adjust, Additional Depth | Ft | 5.00 | \$ 715.00 | \$ <u>3,575.00</u> |
| 6160.71 | DS_Storm Structure Cover, Type K | Ea | 49.00 | \$ 1,200.00 | \$ <u>58,800.00</u> |
| 6160.72 | DS_Storm Structure Cover, Type Z | Ea | 2.00 | \$ 1,200.00 | \$ <u>2,400.00</u> |
| 6160.73 | DS_Storm Structure Cover, Type M5 | Ea | 3.00 | \$ 1,200.00 | \$ <u>3,600.00</u> |
| 6160.76 | DS_Storm Structure Cover, Type HC | Ea | 1.00 | \$ 2,000.00 | \$ <u>2,000.00</u> |
| 6170.71 | DS_Storm Structure, Reconstruct | Ft | 3.00 | \$ 2,150.00 | \$ <u>6,450.00</u> |
| 6170.72 | DS_Storm Structure, Point | Ea | 15.00 | \$ 300.00 | \$ <u>4,500.00</u> |
| 6180.02 | Underdrain, Subgrade, 6 inch | Ft | 690.00 | \$ 25.50 | \$ <u>17,595.00</u> |
| 7091.71 | DS_Water Structure Cover, Adjust | Ea | 11.00 | \$ 1,340.00 | \$ <u>14,740.00</u> |
| 7120.00 | Water Gate Valve Box, Adjust | Ea | 27.00 | \$ 1,200.00 | \$ <u>32,400.00</u> |
| 7121.00 | Curb Box, Adjust | Ea | 4.00 | \$ 400.00 | \$ <u>1,600.00</u> |
| 8010.03 | Aggregate Base, 8 In., 21AA, CIP | Syd | 2,100.00 | \$ 17.75 | \$ <u>37,275.00</u> |
| 8010.71 | DS_Aggregate Base Course, 21AA, CIP | Ton | 259.00 | \$ 37.40 | \$ <u>9,686.60</u> |
| 8050.71 | DS_Geotextile, Separator Fabric | Syd | 140.00 | \$ 5.00 | \$ <u>700.00</u> |
| 8051.71 | DS_Geotextile, Stabilization Fabric | Syd | 230.00 | \$ 5.00 | \$ <u>1,150.00</u> |
| 8052.71 | DS_Flowable Fill | Cyd | 31.00 | \$ 297.50 | \$ <u>9,222.50</u> |
| TOTAL THIS PAGE | | | | | \$ <u>\$ 547,174.10</u> |

| <u>Item No.</u> | <u>Item Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------|--|-------------|-------------------------------|-------------------|---------------------------|
| 8060.00 | Hand Patching | Ton | 609.00 | \$ 196.00 | \$ <u>119,364.00</u> |
| 8070.14 | HMA, 4EL | Ton | 12,314.00 | \$ 120.00 | \$ <u>1,477,680.00</u> |
| 8070.19 | HMA, 5EML | Ton | 1,100.00 | \$ 150.00 | \$ <u>165,000.00</u> |
| 8070.71 | DS_HMA, Soil Erosion, Wedge | Ft | 218.00 | \$ 2.00 | \$ <u>436.00</u> |
| 8070.72 | DS_HMA, Driveway Wedging | Ton | 12.50 | \$ 935.00 | \$ <u>11,687.50</u> |
| 8070.73 | DS_HMA, Wedging, Variable Thickness | Ton | 26.00 | \$ 235.00 | \$ <u>6,110.00</u> |
| 8071.71 | DS_Shared use Path, Aggregate | Ton | 210.00 | \$ 95.00 | \$ <u>19,950.00</u> |
| 8071.72 | DS_Shared use Path, HMA | Ton | 140.00 | \$ 270.00 | \$ <u>37,800.00</u> |
| 8071.73 | DS_Shared use Path, Grading, Modified | Syd | 1,120.00 | \$ 9.00 | \$ <u>10,080.00</u> |
| 8071.74 | DS_Shared use Path, HMA, Wedging | Ton | 15.00 | \$ 280.00 | \$ <u>4,200.00</u> |
| 8080.01 | Conc Pavt, non-reinf, 6 inch | Syd | 190.00 | \$ 73.00 | \$ <u>13,870.00</u> |
| 8080.03 | Conc Pavt, non-reinf, 8 inch | Syd | 166.00 | \$ 89.80 | \$ <u>14,906.80</u> |
| 8100.71 | DS_Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height | Sft | 6.00 | \$ 50.00 | \$ <u>300.00</u> |
| 8110.00 | Conc, Curb or Curb & Gutter, All Types | Ft | 7,888.00 | \$ 45.30 | \$ <u>357,326.40</u> |
| 8120.01 | Conc, Driveway Opening, Type M | Ft | 4,403.00 | \$ 46.00 | \$ <u>202,538.00</u> |
| 8130.71 | Conc, Sidewalk, 4 inch | Sft | 9,827.00 | \$ 8.70 | \$ <u>85,494.90</u> |
| 8131.71 | Conc, Sidewalk or Ramp, 6 inch | Sft | 3,413.00 | \$ 14.10 | \$ <u>48,123.30</u> |
| 8131.72 | Conc, Drive Approach, 6 inch | Sft | 4,540.00 | \$ 13.60 | \$ <u>61,744.00</u> |
| 8131.73 | Conc, Sidewalk, Drive Approach, 8 inch | Sft | 696.00 | \$ 19.00 | \$ <u>13,224.00</u> |
| 8133.71 | DS_Pavt Joint and Crack Repr, Det 7 | Lft | 3,050.00 | \$ 9.25 | \$ <u>28,212.50</u> |
| 8140.00 | Brick Pavers, Sidewalk, Rem and Reinstall | Sft | 50.00 | \$ 60.00 | \$ <u>3,000.00</u> |
| 8140.71 | DS_Speed Hump, Conc | Syd | 1,022.00 | \$ 195.70 | \$ <u>200,005.40</u> |
| 8150.00 | Detectable Warning Surface | Ft | 290.00 | \$ 60.00 | \$ <u>17,400.00</u> |
| 8180.02 | Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym | Ea | 3.00 | \$ 140.00 | \$ <u>420.00</u> |
| 8180.03 | Pavt Mrkg, Ovly Cold Plastic, Bike Thru Arrow Sym | Ea | 3.00 | \$ 140.00 | \$ <u>420.00</u> |
| TOTAL THIS PAGE | | | | | \$ <u>\$ 2,899,292.80</u> |

| <u>Item No.</u> | <u>Item Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------|---|-------------|-------------------------------|-------------------|--------------------|
| 8180.04 | Pavt Mrkg, Ovly Cold Plastic, Sharrow Sym | Ea | 4.00 | \$ 245.00 | \$ 980.00 |
| 8190.01 | Pavt Mrkg, Polymer Cement Surface, Bike, Large Sym | Ea | 2.00 | \$ 295.00 | \$ 590.00 |
| 8190.02 | DS_Pavt Mrkg, Polymer Cement Surface, Bike, Small Sym | Ea | 2.00 | \$ 265.00 | \$ 530.00 |
| 8190.03 | DS_Pavt Mrkg, Polymer Cement Surface, Bike Thru Arrow Sym | Ea | 2.00 | \$ 265.00 | \$ 530.00 |
| 8190.06 | Pavt Mrkg, Polymer Cement Surface, Bike Lane Green | Sft | 930.00 | \$ 14.95 | \$ 13,903.50 |
| 8190.07 | DS_Pavt Mrkg, Polymer Cement Surface, Tan | Sft | 1,324.00 | \$ 14.95 | \$ 19,793.80 |
| 8200.07 | Pavt Mrkg, Polyurea, 12 In., Crosswalk | Ft | 1,144.00 | \$ 6.50 | \$ 7,436.00 |
| 8200.09 | Pavt Mrkg, Polyurea, 24 In., Stop Bar | Ft | 100.00 | \$ 15.00 | \$ 1,500.00 |
| 8200.13 | Pavt Mrkg, Polyurea, 6 In., White | Ft | 3,085.00 | \$ 1.25 | \$ 3,856.25 |
| 8200.14 | Pavt Mrkg, Polyurea, 6 In., Yellow | Ft | 2,394.00 | \$ 1.25 | \$ 2,992.50 |
| 8200.31 | Pavt Mrkg, Polyurea, Speed Hump Chevron, White | Ea | 108.00 | \$ 375.00 | \$ 40,500.00 |
| 8210.01 | Pavt Mrkg, Sprayable Thermopl, 4 In., White | Ft | 200.00 | \$ 2.50 | \$ 500.00 |
| 8210.02 | Pavt Mrkg, Sprayable Thermopl, 4 In., Yellow | Ft | 894.00 | \$ 2.50 | \$ 2,235.00 |
| 8220.01 | Pavt Mrkg, Thermopl, 12 In., Cross Hatching, White | Ft | 54.00 | \$ 6.00 | \$ 324.00 |
| 8220.03 | Pavt Mrkg, Thermopl, 12 In., Crosswalk | Ft | 2,601.00 | \$ 6.00 | \$ 15,606.00 |
| 8220.06 | Pavt Mrkg, Thermopl, 24 In., Stop Bar | Ft | 403.00 | \$ 14.00 | \$ 5,642.00 |
| 8220.07 | Pavt Mrkg, Thermopl, 4 In., For On-Street Parking, White | Ft | 4,456.00 | \$ 2.25 | \$ 10,026.00 |
| 8220.09 | Pavt Mrkg, Thermopl, Lt Turn Arrow Sym | Ea | 3.00 | \$ 195.00 | \$ 585.00 |
| 8220.11 | Pavt Mrkg, Thermopl, Rt Turn Arrow Sym | Ea | 1.00 | \$ 195.00 | \$ 195.00 |
| 8220.14 | Pavt Mrkg, Thermopl, Thru and Rt Turn Arrow Sym | Ea | 1.00 | \$ 215.00 | \$ 215.00 |
| 8220.19 | Pavt Mrkg, Thermopl, Only | Ea | 1.00 | \$ 195.00 | \$ 195.00 |
| 8220.71 | DS_Pavt Mrkg, Thermopl, Yield Triangle | Ea | 20.00 | \$ 75.00 | \$ 1,500.00 |
| 8230.00 | Pavt Mrkg, Preformed Thermopl, Accessible Sym | Ea | 5.00 | \$ 450.00 | \$ 2,250.00 |
| 8240.71 | DS_Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, Blue | Ft | 382.50 | \$ 2.05 | \$ 784.13 |
| 8252.00 | Recessing Pavt Mrkg, Transv | Sft | 3,888.00 | \$ 3.50 | \$ 13,608.00 |
| TOTAL THIS PAGE | | | | | \$ \$ 146,277.18 |

| <u>Item No.</u> | <u>Item Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--------------------|-----------------------------------|-------------|-------------------------------|-------------------|------------------------|
| 8300.71 | DS_Monument Box, Adjust | Ea | 2.00 | \$ 120.00 | \$ <u>240.00</u> |
| 8300.72 | DS_Bikeway Delineator Post Yellow | Ea | 11.00 | \$ 950.00 | \$ <u>10,450.00</u> |
| 8300.73 | DS_Bikeway Delineator Post Black | Ea | 32.00 | \$ 120.00 | \$ <u>3,840.00</u> |
| 8300.74 | DS_Raised Device Delineator | Ea | 54.00 | \$ 140.00 | \$ <u>7,560.00</u> |
| 10051.71 | DS_Irrigation System, Allowance | Dlr | 1.00 | \$ 40,000.00 | \$ <u>40,000.00</u> |
| 10060.00 | Turf Restoration | Syd | 3,354.00 | \$ 14.00 | \$ <u>46,956.00</u> |
| TOTAL THIS PAGE | | | | | \$ <u>109,046.00</u> |
| TOTAL FROM PAGE 14 | | | | | \$ <u>700,277.20</u> |
| TOTAL FROM PAGE 15 | | | | | \$ <u>914,233.57</u> |
| TOTAL FROM PAGE 16 | | | | | \$ <u>547,174.10</u> |
| TOTAL FROM PAGE 17 | | | | | \$ <u>2,899,292.80</u> |
| TOTAL FROM PAGE 18 | | | | | \$ <u>146,277.18</u> |
| TOTAL BASE BID | | | | | \$ <u>5,316,300.85</u> |

F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)

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

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

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

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

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

G. ATTACHMENTS

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

PROPOSAL EVALUATION

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

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

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

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

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

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

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

PREPARATION OF PROPOSALS

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

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

ADDENDA

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

Each bidder should acknowledge in its proposal all addenda it has received on the General Declarations form provided in the Attachments section herein. The failure of a bidder to receive or acknowledge receipt of any addenda shall not relieve the bidder of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Sample Standard Contract

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Living Wage Ordinance Poster

Attachment G – Vendor Conflict of Interest Disclosure Form

Attachment H – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment I – Non-Discrimination Ordinance Poster

Sample Certified Payroll Report Template

Detailed Specifications – DS-1 to DS-58

Appendix 1 – Geotechnical Report 2025 & 2026 Streets – APDX1 - 234

Wage Determination

Project Plans – Sheet 1 to 47

CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") **Cadillac Asphalt, LLC** ("Contractor") a Limited Liability Company doing business under the laws of the State of Michigan located at 857 S. Wagner Rd., Ann Arbor, MI 48103.

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

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled **2025 Annual Street Resurfacing Program (RFP 25-02)** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

Non-discrimination and Living Wage
Declaration of Compliance Forms (if
applicable)
Vendor Conflict of Interest Form
Prevailing Wage Declaration of
Compliance Form (if applicable)
Bid Forms
Contract and Exhibits
Bonds

General Conditions
Standard Specifications
Detailed Specifications
Plans
Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means [Insert Name of Administering Service Unit]

Project means **2025 Annual Street Resurfacing Program (RFP 25-02)**

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: **Andrea Wright** whose job title is **Project Manager**. 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 **Brian Pawluchuk** whose job title is **Senior Project Manager**.

ARTICLE III - Time of Completion

(A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.

(B) The entire work for this Contract shall be completed by **November 14, 2025**.

(C) Failure to complete all work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to **\$2,000.00** 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.

(D) The term of this Contract shall extend until **June 30, 2026**, or until satisfactory performance of all services have been performed, whichever occurs first.

(E) Subject to the availability of funding, the Contract may be extended for one one-year term, on the same terms and conditions, including unit prices, subject to agreement by the City and the Contractor and changes in the streets to be paved and completion date.

ARTICLE IV - The Contract Sum

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

Five Million, Three Hundred and Sixteen Thousand, Three Hundred and 85/100 Dollars (\$ 5,316,300.85)

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

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

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

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

ARTICLE XI – Electronic Transactions

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

[Signatures on next page]

[INSERT CONTRACTOR NAME HERE]

CITY OF ANN ARBOR

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to substance:

By: _____

Name: Sue McCormick

Title: Interim Public Services Area
Administrator

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____

PERFORMANCE BOND

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

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

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City entitled _____

_____, for RFP No. _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.
- (5) Principal, Surety, and the City agree that signatures on this bond may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this bond. This bond may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

SIGNED AND SEALED this _____ day of _____, 202__

(Name of Surety Company)
By _____
(Signature)

Its _____
(Title of Office)

(Name of Principal)
By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

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

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

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

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

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

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

Section 5 - Non-Discrimination

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

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

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

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

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

Section 14 - Extension of Time

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

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

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

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

Section 15 - Claims for Extra Cost

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

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

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

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

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

Section 16 - Progress Payments

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

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

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

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

Section 17 - Deductions for Uncorrected Work

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

Section 18 - Correction of Work Before Final Payment

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

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

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

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

Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

Section 20 - Suspension of Work

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

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

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

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

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

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

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right To Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

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

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

Section 28 - Contractor's Insurance

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

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

Required insurance policies include:

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

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

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

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

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

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

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

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

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

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Section 43

CONTRACTOR'S DECLARATION

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

Section 44

CONTRACTOR'S AFFIDAVIT

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

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

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

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

Notary Public

County, MI

My commission expires on:

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Bid. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents. In the event that work under this Contract is not included in the Standard Specifications nor the Detailed Specifications, work shall be performed in accordance with the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction; the Michigan Manual of Uniform Traffic Control Devices (MMUTCD); and the MDOT Pavement Marking Standards, Pavement Marking Convoy Typical, and Non-Freeway Maintaining Traffic Typical, which are in effect at the date of availability of the contract documents stipulated in the Bid.

Standard Specifications are available online:

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

The Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction are available online:

<https://mdotjboss.state.mi.us/SpecProv/specBookHome.htm>

The MMUTCD is available online:

<https://mdotjboss.state.mi.us/TSSD/getCategoryDocuments.htm?categoryPrjNumbers=1403854,1403855&category=MMUTCD>

The MDOT Pavement Marking Standards are available online:

<https://mdotjboss.state.mi.us/TSSD/getCategoryDocuments.htm?categoryPrjNumbers=1403856,1403857,1403858,2677852,2677853,2668204,2668206&category=Pavement%20Markings>

The MDOT Pavement Marking Convoy Typical are available online:

<https://mdotjboss.state.mi.us/TSSD/getSubCategoryDocuments.htm?prjNumber=1403857&category=Pavement%20Markings&subCategory=Convoy%20Typical&subCategoryIndex=subcat1Pavement%20Markings&categoryPrjNumbers=1403856,1403857,1403858,2677852,2668204,1403859,2677853,1403860,2668206>

The MDOT Non-Freeway Maintaining Traffic Typical are available:

<https://mdotjboss.state.mi.us/TSSD/getSubCategoryDocuments.htm?prjNumber=1403892&category=Work%20Zones&subCategory=Maintaining%20Traffic%20Typical%20>

DETAILED SPECIFICATIONS

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| Permanent Traffic Signs and Supports | 1 | 8 |
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| Tree Trimming Allowance | 1 | 12 |
| Cold Milling, Plunge Cut | 1 | 13 |
| Removing HMA around Structure Covers | 1 | 14 |
| Cold Milling for Concrete Curb and Gutter Reveal | 1 | 15 |
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CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE

AA:NSH/NJB/AMW

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2/1/2025

Complete the entirety of work under this Contract in accordance with, and subject to, the scheduling requirements as outlined below, and all other requirements of the Contract Documents.

Organize, coordinate, and thoroughly execute the work at the locations shown on the Schedule of Streets included herein. The schedule details the requirements, if any, for the Start of Work (on or after dates specified), and the Completion of Work (on or before dates specified).

For this Contract, the “Start of Work” definition is the date when the temporary “No-Parking” signs become effective, and all required temporary traffic control and SESC measures are in place and ready for use.

For this Contract, the “Completion of Work” definition is the date when the city will consider individual streets or phases to be open to traffic which requires all structures raised to finished grade, covers replaced and permanent pavement markings are in place. If permanent pavement markings are unable to be placed the contractor can elect to place temporary pavement markings at their own cost as approved by the PSAA.

The Contractor is required within 10 days of opening the street to traffic to complete the following, which includes, but is not limited to: turf restoration, clean-up, street cleaning, utility structure cleaning, removal of all temporary traffic control, SESC devices, temporary “No Parking” signs, and other work as directed by the PSAA.

Failure to complete work in a timely manner may result in the suspension of active project work or a delay in starting subsequently planned project work.

No work shall be performed during City Observed Holidays and effected weekends as follows, unless three (3) days in advance by the PSAA:

- Memorial Day, from 3:00 p.m. Friday May 23, 2025, through 7:00 a.m. Tuesday May 27, 2025
- Juneteenth, Thursday, June 19, 2025
- Fourth of July, from 3:00 p.m. Thursday July 3, 2025, through 7:00 a.m. Monday, July 7, 2025
- Labor Day, from 3:00 p.m. Friday August 29, 2025, through 7:00 a.m. Tuesday September 2, 2025
- Indigenous Peoples Day, Monday, October 13, 2025
- Veterans Day, Tuesday, November 11, 2025
- Thanksgiving, from 3:00 p.m. Wednesday November 26, 2025, through 7:00 a.m. Monday, December 1, 2025

No work shall be performed on the day of, or the day prior, to scheduled University of Michigan home football games, unless approved three (3) days in advance by the PSAA.

The PSAA shall limit the Contractor's work operations to **no more than four (4) streets under construction** at a given time. **The contractor is required to complete the street within 30 calendar days.** This is to provide reasonable limits for proper and thorough inspection, and to limit traffic control and/or safety concerns. The Contractor shall not have more than **four (4) operations occurring simultaneously** at all locations during any workday unless approved the PSAA.

The City expects to furnish the Contractor the Contract, for its execution, on or before **April 4, 2025**. The Contractor shall properly execute the Contract digitally, provide the required Bonds and Insurance documentation, to the City. The Contractor shall not begin the work before the applicable date(s) as described herein without approval from the Project PSAA, and in no case before the receipt of the fully executed Contract and Notice to Proceed.

By no later than **April 7, 2025**, the Contractor shall submit a detailed schedule of work, **Progress Schedule**, for the PSAA's review and approval. The progress schedule must meet the milestone dates for the specific streets below and cover all the work areas by the Project Completion date. The Contractor shall then provide a detailed schedule clearly indicating, the start and the finish date of each work task on each street.

The Contractor shall update the progress schedule each week detailing the work taking place on each of the streets over the next two-week period. PSAA shall have an opportunity to review and approve the schedule in terms of, deviations from the most current, approved schedule, prior to the weekly progress meeting.

The Contractor shall begin the work of this project on or after **April 7, 2025**, and only upon receipt of the fully executed Contract, Notice to Proceed and approved Progress Schedule.

Streets with milestones, required coordination and completion dates:

S. University Ave construction cannot begin until **May 6, 2025**, and be completed by **June 30, 2025**. S. University Ave shall be completed, including but not limited to turf restoration, clean-up, street cleaning, utility structure cleaning, removal of all temporary traffic control, SESC devices, temporary "No Parking" signs, and other work as directed by the PSAA.

Arella Blvd, Bird Rd, and Henry St locations must be completed in their entirety by **June 30, 2025**.

S. Fifth Ave construction requires coordination with the 2025 Miscellaneous Utility Project. The Annual Street Resurfacing Program Contractor will be required to place and maintain the detour for the duration of the utility project. The Utility Project Contractor is required to give two weeks' notice before they start work on S. Fifth Ave to Resurfacing Program Contractor, anticipated to be on or around **April 28, 2025**. The Resurfacing Program Contractor will be responsible for setting up the detour without creating delays to the Utility Project.

Once utility work is complete the Resurfacing Program Contractor will be notified and is required to start work within **five (5) days**.

All work on S. Fifth Ave shall be completed, including but not limited to; installation of bike delineator posts, permanent pavement markings, turf restoration, clean-up, street cleaning, utility structure cleaning, removal of all temporary traffic control, SESC devices, temporary "No Parking" signs, and other work as directed by the PSAA by **July 3, 2025**.

E. Ann St construction cannot begin until the E. Medical Center Dr Bridge Project is complete, anticipated in late June. Coordination will be required with the University of Michigan. All work on E. Ann St shall be completed, including but not limited to; **permanent pavement markings**, turf restoration, clean-up, street cleaning, utility structure cleaning, removal of all temporary traffic control, SESC devices, temporary "No Parking" signs, and other work as directed by the PSAA by **August 15, 2025**.

Independence Blvd construction cannot begin until after **July 1, 2025**, and requires coordination with the Ann Arbor Public Schools if not completed prior to **August 15, 2025**.

Washtenaw Service Dr construction cannot begin until after **September 1, 2025**, and requires coordination with the adjacent businesses.

Project Completion Date of all other streets, work and phases, in their entirety, not listed above should be on or before **November 17, 2025**. Completion of the project means all locations shown on the Schedule of Streets are complete and ready for use in accordance with the "Completion of Work" as defined above.

Final acceptance of Turf Restoration will occur no sooner than **June 15, 2026**; the year after the area was planted.

Failure to open to traffic or complete all work as specified within the times specified, including time extensions granted thereto as determined by the PSAA, shall entitle the City to deduct dollar amounts specified as "Liquidated Damages" from the payments due the Contractor. **Liquidated damages of \$2,000 per calendar day** will be assessed per street for any streets not completed on time.

Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel, crews, equipment and work throughout all authorized hours to complete the project by the intermediate (location specific) and final completion dates. Should the Contractor demonstrate that they must work on Sundays 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. Any requests to work Sundays must be made to the PSAA no later than the prior Thursday.

The PSAA may delay or stop the work due to threatening weather conditions. No compensation shall be due the Contractor for unused materials or downtime due to rain, or the threat of rain. The Contractor is solely responsible for repairing all damage to the work and to the site, including any City infrastructure, and any adjacent properties resulting from its decision to work in the rain.

The Contractor shall not work in the dark except as approved by the PSAA and shall provide lighting for night work as required by the Michigan Department of Transportation, Construction Specification and City of Ann Arbor Standard Specifications. The PSAA may stop work or may require the Contractor to defer certain work to another day, if, in the PSAA's opinion, the Contractor cannot be complete the work within the remaining daylight hours, or if inadequate daylight is present to properly perform or inspect the work. No compensation shall be due to the Contractor for unused materials or downtime, when the PSAA directs work stoppage for reasons due to darkness and/or inadequate remaining daylight. The Contractor is solely responsible for repairing all damages to the work and to the site, including any City infrastructure, and any adjacent properties, which result from working in the dark.

Assessment of Liquidated Damages will occur until the required work is complete in the current construction season. If, with the PSAA's approval, work on any individual street extends beyond seasonal limitations, the assessment of Liquidated Damages will discontinue until the work resumes in the following construction season.

If the construction contract is not complete within the specified period(s) including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor it may terminate the Contract. Should this occur, no additional compensation will be due to the Contractor, and the Contractor may be forbidden to bid on future City of Ann Arbor projects for a period of at least three (3) years. If the PSAA elects to

terminate the Contract, payment for contract items with a Lump Sum unit price will be up to a maximum amount equal to the percentage of the contract work that is complete at the time of termination.

The City's decision to delete streets, add streets, change the construction limits on streets, or, the City's contribution to a delay of the construction on any one street shall not entitle the Contractor to receive additional compensation for work on any other street(s) or phase(s), nor shall it relieve the Contractor of any responsibilities for completion of work on any other street(s) or phase(s).

Include any/all efforts to organize, coordinate, and schedule the project work in the contract unit price bid for the pay item **General Conditions, Max \$_____**.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
VACUUM TYPE CLEANING

AA:DAD/AMW

1 of 1

01/17/2024

- a. **Description.** This work includes furnishing and operating, throughout the construction period, vacuum type street cleaning and utility structure cleaning equipment (Vac-All, Vactor, etc.) approved by the PSAA, as and when directed by the PSAA for dust control, for dirt/debris control, and for street cleaning immediately prior to paving, and for street and utility structure cleaning after all paving.

- b. **Materials.** None specified.

- c. **Construction.** 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 PSAA. When directed by the PSAA, the Contract shall use this equipment to control dust, dirt, and other debris within the project limits and beyond as required, to clean streets surfaces immediately prior to placing HMA pavement mixtures, and for street and utility structure cleaning after any and all paving. The cleaning equipment shall be of sufficient power to remove dust, dirt, and debris from the pavement and from utility structures in and adjacent to the construction area.

- d. **Measurement and Payment.** Measurement and pay for this item of work, as described, at the contract unit price using the following pay item:

| Pay Item | Pay Unit |
|--------------------------------------|----------|
| DS_Vacuum Type Cleaning, Max \$_____ | Lump Sum |

“DS_Vacuum Type Cleaning, Max \$_____” will be paid 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 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 allowed by the contract. This amount will not be increased for any reason, including, but not limited to, extensions of time, agreed-upon extra costs, additional work added to the contract, adjustments to unit prices, and all similar additions to the contract.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
MAILBOX, REMOVAL, RELOCATATE, AND REINSTALL

AA: AMW

1 of 1

11/14/2024

a. Description. The work will consist of removing existing mailbox, relocate to a temporary location during construction, and reinstalling mailbox at permanent location identified by the PSAA and in accordance with the City of Ann Arbors Standard Specifications.

b. Materials. None specified.

c. Construction. Prior to removal, photograph, and document the existing layout of the mailbox. Document the location, spacing, and sizes of all connection hardware and duplicate with new or salvaged hardware at temporary location and permanent location.

Remove existing mailbox and take care not to damage any part of the unit. Relocate and install as directed by the PSAA at the identified temporary location, in accordance with the City of Ann Arbors Standard Specifications.

Once construction is complete remove mailbox from the temporary location, again taking care not to damage the unit. Reinstall in the permanent location identified by the PSAA and is in accordance with the City of Ann Arbors Standard Specifications.

Remove and dispose of all waste materials associated with this item of work.

d. Measurement and Payment. Measurement and pay for this item of work, as described, at the contract unit price using the following pay item:

Pay Item

Pay Unit

DS_Mailbox, Rem, Temp Relocate & Reinstall.....Each

“DS_Mailbox, Rem, Temp Relocate & Reinstall” includes all material determined necessary to remove, relocate and reinstall the mailbox for both the temporary location and the permanent location.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PERMANENT TRAFFIC SIGNS AND SUPPORTS

AA: NJB

1 of 1

01/14/2025

a. **Description.** This work consists of furnishing permanent traffic signs and supports in accordance with the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as shown on the plans, and as specified herein.

b. **Materials.** The Contractor shall furnish materials in accordance with the following sections of the Michigan Department of Transportation Standard Specifications for Construction, except where otherwise noted below:

Anchor bolts, nuts, and washers – materials as specified in section 908

Band, Sign – materials as specified in sections 908 and 919

Sign, Type IIIB – materials as specified in section 919

The following materials shall be Unistrut or approved equal and shall include the following:

1. Post: exterior dimensions measure 2" x 2" square x 10', 14 gauge with 7/16" pre-punched holes, corner welded. Square tubing to allow for mounting on all four sides. Steel to conform to ASTM A1011 Grade 50, galvanizing to meet ASTM A-653. Must be able to mount signs with drive rivets to provide tamper resistance. Provide a smooth unbroken appearance for posts and anchors. Inline zinc coating to comply with AASHTO M-120 standard. Breakaway installation to meet FHWA approval standard.
2. Anchor: interior dimensions measure 2" x 2" square x 3', galvanized, 12 Gauge sleeve, with two sets of 7/16" holes at the centerline, to allow for post to be rivetted.

c. **Construction.** The contractor shall furnish all new signs and install all signs, include those which are identified on the plans as remove, salvage and re-install with existing support.

Anchor section is to be driven into the ground pneumatically such that it does not mar the top. Anchor section to protrude from the finish surface by 3". Post to slot into the anchor section and extend down into the anchor section by 8-12". Fastened the post to the anchor section with 2 ea rivets.

d. **Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following pay item:

| Pay Item | Pay Unit |
|---|-------------|
| DS_Band, Sign..... | Each |
| DS_Sign, Type IIIB..... | Square Foot |
| DS_Perforated Steel Square Tube Breakaway System..... | Each |

Payment for permanent traffic signs and supports includes all labor, material, and equipment required for furnishing and install signs as shown on the plans and as specified herein.

Payment for bases, posts, and mounting hardware shall not be paid for separately but shall be included in the corresponding pay item(s).

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
TEMPORARY PEDESTRIAN ACCESS ROUTE (TPAR) FACILITIES

AA:NJB

1 of 3

1/22/25

a. Description. This work consists of furnishing, installing, maintaining, relocating, and removing temporary pedestrian ramps, mats, and channelizers as identified in the proposal or on the plans. Use TPAR facilities 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 facilities will be replaced as directed by the PSAA.

b. Materials.

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:

- i. 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.
- ii. 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.
- iii. 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).
- iv. Provide materials to construct detectable edging along open sides of the ramp if required.
- v. If asphalt materials are not used to construct the surface of the ramp, provide an antiskid coating or surface treatment approved by the Engineer.

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:

- i. 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.
- ii. Mats shall be at least 60 inches wide and not have traversable edges more than ½ inch high.
- iii. Ensure the surface of the mat is free draining.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
TEMPORARY PEDESTRIAN ACCESS ROUTE (TPAR) FACILITIES

AA:NJB

2 of 3

1/22/25

Pedestrian Channelizing Device: Provide materials for a temporary pedestrian channelizing device in accordance with the *Americans with Disabilities Act (ADA)*, the standard specifications, and the following:

- i. Upper surface shall be smooth, continuous for hand-trailing.
- ii. Detectible bottom edge shall be continuous, and space between the bottom and ground shall be less than 2 inches;
- iii. Ballast shall be located behind or internal to the device, and no support exceeding 0.5 inches in height shall protrude into the protected access route.
- iv. Devices shall interlock to ensure continuity of guidance.
- v. Device shall be injection molded plastic orange with high visibility reflective decals along both faces

- c. Construction.** Construct the temporary pedestrian ramp in accordance with the manufacturer's recommendations (if applicable), *ADA*, the plans, and the following:

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 is prohibited.

- 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.

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.

Ensure a clear space (minimum 48 inches by 48 inches) is provided above and below the ramp.

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.

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

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
TEMPORARY PEDESTRIAN ACCESS ROUTE (TPAR) FACILITIES

AA:NJB

3 of 3

1/22/25

replace the ramp if it becomes uneven, unstable, or displaces due to weather events, construction activities, or other causes as directed by the Engineer.

- d. Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

| Pay Item | Pay Unit |
|---|----------|
| DS_Temporary Pedestrian Ramp, Furn and Oper..... | Each |
| DS_Temporary Pedestrian Mat, Furn and Oper | Feet |
| DS_Pedestrian Channelizer Device, Furn and Oper | Each |

Measure **DS_Temporary Pedestrian Ramp, Furn and Oper** that are fabricated and reusable, payment shall be for the maximum quantity used at any one time. Ramps that are constructed at each location with suitable material that cannot be relocated, such as HMA, will be paid for at each location.

Measure **DS_Temporary Pedestrian Mat, Furn and Oper** shall be paid for by center line foot of the maximum used project wide.

Measure **DS_Pedestrian Channelizer Device, Furn and Oper** shall be paid for by each (up to 5 ft wide unit), maximum used project wide.

Costs for transporting ramps, mats, and channelizers shall be included in the bid prices for the individual items of work.

All TPAR Facilities unit prices should include all labor, equipment, and materials to furnish, install and remove temporary pedestrian ramps and mats 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. All TPAR facilities furnished by the Contractor shall remain the property of the Contractor. The City shall not be responsible for stolen or damaged ramps, mats, channelizers, or other TPAR items. The Contractor shall replace missing TPAR facilities immediately, at no additional cost to the City.

Additional re-installation of each device, operation of these items, shall be to be included in "**Minor Traffic Control, Max \$_____**".

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
TREE TRIMMING, ALLOWANCE

AA: AMW

1 of 1

01/15/2024

- a. Description.** The work shall consist of trimming trees to remove limbs and branches in accordance with section 201 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, the City of Ann Arbor Standard Specifications and/or as directed by the PSAA.
- b. Materials.** None specified.
- c. Construction.** Trees identified to be trimmed will be communicated with the Contractor by the PSAA. Any damage to the trees or to adjacent trees by the Contractor's operations will be addressed at the Contractor's expense, as directed by the PSAA.

Oak trees shall be trimmed between the months of November 1 and March 15. If oak trees are pruned or damaged outside of those months, immediately cover all wounds and pruning cuts with sealant as directed on the container and contact City Forestry.

Provide tree trimmers, aerial tower truck, chipper, chain saws, and other equipment necessary to do the required work. Remove cut limbs from the site.

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

Pay Item

Pay Unit

DS_Tree Trimming, Allowance Dollars

"DS_Tree Trimming Allowance" will be paid when invoices and necessary documentation are submitted; and will include all labor, materials, and equipment necessary to complete the trimming, removal and disposal as directed by the PSAA.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
COLD MILLING, PLUNGE CUT

AA:NJB

1 of 1

1/18/2024

- a. Description.** This work consists of repairing areas of failed asphalt pavement in partial depth, cold milling removal of existing pavement and placing new hot mix asphalt (HMA) material as directed by the PSAA, in accordance with the City of Ann Arbors Standard Specifications, Article 10 (Construction Specifications), III (Street Construction and Repair), D (Pavement Removal), accept as specified herein.
- b. Materials.** None
- c. Construction.** Remove additional area of HMA by running a second pass of the Cold Milling equipment over the identified area and to a depth as required by the PSAA on site.
- d. Measurement and Payment.** Measure and pay for this item if work, as described, at the contract unit price using the following pay item:

Pay Item

Pay Unit

DS_Cold Milling, Plunge Cut..... Square Yard

Measure “**DS_Cold Milling, Plunge Cut**” area by the unit square yard based on average width and length of the repair area and pay for it at the contract unit price, which price includes the cost for all labor, equipment and materials required to remove, load, haul, and dispose of the cold milled material, and cleaning the cold milled edges and bottom of milling surface if applicable.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
REMOVING HOT MIX ASPHALT AROUND STRUCTURE COVERS

AA:DAD

1 of 1

02/25/2018

- a. Description.** This work consists of removing hot mix asphalt (HMA) from around existing (not lowered) structure covers during the cold milling operations, as required and as herein provided, whether structures are shown or not shown on the plans. Covers include those used for storm, sanitary, and water structures, gate and monument boxes, and other private utility structures. This item does not apply to locations (streets) where structures have been temporary lowered in advance of the cold milling operations.
- b. Materials.** None specified.
- c. Construction.** Remove HMA surface adjacent to structure covers to the same depth as the cold milled surface without the removal of the aggregate or concrete base. Complete work in accordance with subsections 204.03 and 501.03 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, and as directed by the PSAA.

Remove HMA surface, any thickness, from around existing structure covers using a milling machine, and/or hand tools, or other means as approved by the PSAA. Repair or replacement of any structure covers damaged during this operation is the sole responsibility of the Contractor.

- d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price for the following pay item:

Pay Item

Pay Unit

DS_HMA Surface, Around Structure Cover, Rem.....Each

Measure **DS_HMA Surface, Around Structure Cover, Rem** individually in place by the unit each and pay for it at the contract unit price, which price includes all cost for labor, equipment and materials necessary to complete the work.

The number of castings within the milling limits shall constitute the final amount. Measurement shall take place with both the PSAA and the Contractor (or their agents) present.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
COLD MILLING FOR CONCRETE CURB AND GUTTER REVEAL

AA:NJB

1 of 1

1/18/2024

- a. Description.** This work consists of cold milling existing concrete curb and gutter areas overlaid with HMA material to reveal the edge-of-metal of the curb and gutter in advance of the rest of the roads cold milling. The idea being it will allow for a condition inspection in advance of the curb repair effort. Work to be done in accordance with section 501 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, as directed by the PSAA, and as described herein.
- b. Materials.** None specified.
- c. Construction.** Perform localized cold milling along the concrete gutter pan overlaid with HMA to reveal the edge-of-metal of the existing concrete curb and gutter. Perform this work in accordance with subsection 501.03 of the MDOT 2020 Standard Specifications for Construction, and as directed by the PSAA at the location designated by the PSAA. Perform subsequent handwork and/or necessary machine work to remove HMA overlay material from the gutter pan and dispose of this material properly.
- d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

Pay Item

Pay Unit

DS_Cold Milling for Concrete Curb and Gutter Reveal.....Syd

Measure **DS_Cold Milling for Concrete Curb and Gutter Reveal** by square yards of gutter pan revealed, unit price includes the cost for all labor, equipment and materials required to remove, load, haul, and dispose of the cold milled material, and sweeping of the cold milled surface. The pay item will not be paid if the work is performed at the same time as the overall road cold milling operation.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CONCRETE BASE PAVEMENT REMOVAL

AA:NJB

1 of 1

2/1/2025

- a. Description.** Remove composite pavement concrete base material. Complete this work according to the Michigan Department of Transportation Section 603 (MDOT) 2020 Standard Specifications for Construction, except as modified herein, and as directed by the PSAA.
- b. Materials.** none
- c. Construction.** Complete this work, in accordance with MDOT 2020 Standard Specifications for Construction. Removal of concrete base shall include, but is not limited to, the following work:
1. Moving from repair to repair.
 2. Saw cut, full depth, at identified removal limits, including intermediate panel saw cuts to facilitate removal of the isolated panel.
 3. Controlling Saw cut slurry and preventing it from entering the storm system.
 4. Lifting the repair section
 5. Loading and hauling and disposing of removed panel
 6. Smoothing out and compact base aggregate material which may have been made uneven during the panel removal process.
- d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

| Pay Item | Pay Unit |
|--|-----------------|
| DS_Concrete Pavt, Any Thickness, Rem, Pavt Repar | Square Yard |
| DS_Concrete Pavt, Any Thickness, Rem | Square Yard |

Measure “**DS_Concrete Pavt, Any Thickness, Rem, Pavt Repar**” areas removed by the unit square yard and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials necessary to complete the work. This pay item is intended for small areas of concrete base repairs.

Measure “**DS_Concrete Pavt, Any Thickness, Rem**” areas in place by the unit square yard and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials necessary to complete the work. This pay item is intended for larger areas of concrete base removal of at least a lane width by minimum of 100 continuous feet long.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
GRADING ROADWAY

AA: NJB

1 of 2

1/23/2024

- a. **Description.** The pay item "Grading Roadway" shall be used to for effort in motor grading and compact the aggregate base in preparation for placing HMA base material. Effort shall be in accordance with 2024 Standard Specification Article 10 (Construction Specifications) Section III (Street Construction and Repair). G (Subgrade, Subbase and Base Construction) except as specified herein.

Areas that are deemed by the Engineer to require subgrade undercutting with engineered backfill to provide a stable subgrade shall be paid for as **"DS_Undercutting, Type II _, Cyd"**.

Areas where more HMA is removed than the new proposed cross section shall be built up and paid for as **"DS_Aggregate Base Course, 21AA, CIP, Ton"**.

- b. **Materials.** None specified.

- c. **Construction.** The Contractor shall hone the grade edge of metal to edge of metal where curb and gutter exist or 12 inches past proposed edge of pavement. Working with existing aggregate materials to develop the typical and/or detailed cross-section(s) as shown on the Plans, as detailed in the Specifications, and as directed by the Engineer. This shall include, but not be limited to, the excavation of miscellaneous concrete and miscellaneous HMA pavement, soil, rocks of any size, and bricks; the removal and proper disposal off-site of surplus excavated material; the scarifying, of existing aggregate base, the trimming, grading, compaction and proof-rolling of the prepared subgrade; the full depth saw-cutting of pavement at the removal limits. Road subbase and base materials imported shall be paid for separately.

The Contractor shall 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, 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 remove, dispose, all bricks, if present, as directed by the Engineer.

Signs in the grading limits shall be salvaged and provided to City as directed by the Engineer.

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

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

The Contractor is solely responsible for the maintenance and protection of the subgrade. Further, any damage to the subgrade which, in the opinion of the Engineer, is caused as a result of the Contractor's operation(s), or its 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 subgrade. The Contractor shall not be entitled to any additional compensation for the implementation of these procedures.

The Contractor shall proof roll all graded and compacted surfaces in the presence of the Engineer as detailed in the Specifications. The Engineer will monitor the proof rolling operation to locate deleterious and/or uncompacted materials and will direct undercuts, as necessary.

The Contractor shall coordinate with the City Forester prior to the removal of any tree roots 2-inch or larger in size.

- d. Measurement and Payment.** Measurement for payment for the item "Grading Roadway" shall be measured as the area between edge of metal to edge of metal in curb and gutter section, or 12 inches beyond proposed edge of pavement only of the area worked.

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

DS_Grading Roadway.....Square Yard

The pay item **DS_Grading Roadway** shall be measured in square yards for all the work specified herein, the complete the fine grading of the aggregate prior to the placement of HMA.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
GRADING SIDEWALKS, SIDEWALK RAMPS, AND DRIVEWAYS

AA:DAD/AMW

1 of 1

12/07/2023

- a. Description.** Remove miscellaneous structures and materials, and complete all earthwork required to construct new and replacement sidewalks, sidewalk ramps and driveway approaches to the lines and grades shown on the plans and/or as directed by the PSAA. Complete this work according to the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, this detailed specification, and as directed by the PSAA.
- b. Materials.** Provide materials in accordance with subsection 205.02 of the MDOT 2020 Standard Specifications for Construction as necessary to achieve the required cross section(s). The Contractor may use excavated material, if suitable, as embankment with approval by the PSAA.
- c. Construction.** Complete this work, as applicable, according to subsection 205.03 of the MDOT 2020 Standard Specifications for Construction. Grading for sidewalks, sidewalk ramps and driveway approaches includes, but is not limited to, the following work:
1. Stripping and stockpiling topsoil for use in turf establishment as approved.
 2. Removing rocks or boulders less than 0.5 cubic yards in volume.
 3. Excavating material to a depth necessary for construction.
 4. Disposing of excess and unsuitable material according to section 205 of the MDOT 2020 Standards Specifications for Construction.
 5. Shaping, grading, and compacting the subgrade to proposed grades to prepare it for embankment, subbase or aggregate base bedding materials or for an aggregate surface course.
 6. Furnishing and placing embankment material to the grades necessary for construction.
 7. Shaping, grading, and compacting embankment to proposed grades to prepare it for subbase or aggregate base bedding materials or for an aggregate surface course.
 8. Matching new sidewalk, sidewalk ramp, and driveway approach grades with existing grades as required.
 9. Removal of shrubs, brush, and trees less than 6" diameter (DBH) as shown on the plan sheets or as directed by PSAA;
- d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

| Pay Item | Pay Unit |
|---|-------------|
| DS_Grading, Sidewalk, Ramp & Driveway Approach..... | Square Foot |

Measure "DS_Grading, Sidewalk, Ramp & Driveway Approach" areas in place by the unit square foot and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials necessary to complete the work.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
SUBGRADE UNDERCUTTING

AA: NJB

1 of 2

11/08/2023

- a. Description.** This work includes removal of unsuitable subgrade material(s) in the areas and limits identified by the PSAA. It also includes installing geotextile and/or geogrid as necessary and backfilling to replace these material(s) and remedy the unstable soil conditions in accordance with the 2020 MDOT Standard Specifications for Construction, and the City of Ann Arbor Public Services Department Standard Specifications, except as modified herein.
- b. Materials.** Provide Granular Material Class II or 21AA dense-graded aggregate materials in accordance with those specified in section 902 of the MDOT 2020 Standard Specifications for Construction.

Provide Coarse Aggregate 3x1 in accordance with sections 902 and 916 the MDOT 2020 Standard Specifications for Construction, except as modified herein. Coarse crushed aggregate must consist of a well graded crushed natural aggregate ranging from one (1) inch to three (3) inch inches in size with no more than 7 percent by weight passing the No. 200 sieve. Coarse aggregate crushed content must be at least 95%.

Provide woven stabilization geotextile in accordance with section 910 of the MDOT 2020 Standard Specifications for Construction.

Provide road grade biaxial geogrid materials in accordance with section 910 of the MDOT 2020 Standard Specifications for Construction.

- c. Construction.** Use construction methods as described in subsection 205.03.E of the MDOT 2020 Standard Specifications for Construction, and as directed by the PSAA.

After either removing the pavement, performing rough/finish grading, and/or at the time of proof rolling, the PSAA will inspect the grade to determine the need for, and the limits of, undercuts. Excavate to the required depth, trim, shape, and re-compact the undercut areas as directed by the PSAA. Properly dispose of all excess materials.

Backfill areas of Undercutting, Type IIA with class 21AA dense-graded aggregate, areas of Undercutting, Type IIB with Granular Material Class II, and areas Undercutting, Type IIC with Coarse Aggregate 3x1 unless directed otherwise by the PSAA.

Place stabilization geotextile and/or structural geogrid as directed by the PSAA in areas where subgrade soils require added stability over a roughly level surface. Where the width of the role allows geosynthetics shall be placed in the middle of the trench and extra width allowed to be placed vertically along the trench wall. Place stabilization geotextile as directed by the PSAA in areas where is the potential of intermixing of dissimilar materials.

Place and compact the aggregate fill in maximum lifts of not more than 12 inches thick. At the discretion of the PSAA, aggregate fill lifts of up to 24 inches may be allowed based on the assessment of subgrade soil conditions.

Compact undercutting backfill material (>12 inches below the finish base grade) to not less than 95% of its maximum unit weight. Compact undercutting backfill material (≤12 inches below the finish base

grade) to not less than 98% of its maximum unit weight. Determine the maximum unit weight of backfill materials using the AASHTO T-180 test.

The PSAA may elect to use one or more types of undercutting to address poor soil conditions identified in a specific area of the project.

- d. **Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit prices using the following pay items:

| Pay Item | Pay Unit |
|----------------------------------|-----------------|
| DS_Undercutting, Type IIC | Cubic Yard |
| DS_Geotextile, ____ Fabric | Square Yard |
| DS_Geogrid..... | Square Yard |

Measure "**DS_Subgrade Undercutting, Type IIC**" volume in place by the unit cubic yard and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials necessary to complete the work.

When one or more than types of undercutting are used to address poor soil, conditions identified in a specific area of the project, each type will be measured and paid for separately.

Measure **DS_Geotextile, ____ Fabric** and **DS_Geogrid** in the field by length and width of material installed. Material going up the sides of the trench will be included.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
STRUCTURE COVER ADJUSTMENTS

AA:NJB/JDD/AMW

1 of 3

2/1/25

a. **Description.** This work shall consist of adjusting structures covers including handholes, water valve boxes, and monument boxes within the full depth pavement surface as well as adjusting curb inlet structures during the removal and replacement of adjacent concrete curb and gutter. This references the City of Ann Arbor Standard Specifications, except as modified herein or directed by the PSAA.

b. **Materials.** Use of Concrete MDOT P-NC grade, concrete rings outside diameter matching the outside diameter of the manhole, and mortar.

c. **Construction.**

I. **Within Full Depth Pavement Surface**

Contractor shall follow the Standard Specification Article 10 (Construction Specifications), II U (Structure Adjustment). Breakdown the existing cover and corbel masonry so that the steel plate is set 12-inch below the existing surface. The existing frame and cover if in sound condition shall be cleaned up, concrete removed, if necessary, by hand chipper, and set aside for re-use. Backfill plate and hole with sufficient 21 AA aggregate.

After the wearing course has been placed the **Contractor will have 14 days to adjust the structures to final grade** and shall use a skid-steer with attached hydraulically mechanical circular core saw system, or trailer mounted hole saw, to saw pavement full depth and adjust the casting. HMA surface will be cored with the structure cover centered in the collar. The diameter of the collar shall be 4.5 feet for 24-inch diameter cover and a 2 ft diameter core for water boxes and monument boxes.

After coring remove the material down to the steel plate, remove the plate and build up the corbel with concrete rings set in mortar, to support the frame to match the finish grade and cross slope. Backfill area between the core face and frame with concrete.

Concrete surface shall be broom finished and four joints tooled in at a cross pattern. Care shall be taken to keep the HMA surface clean by placing plastic sheeting down at the work area.

II. **Within Concrete Curb and Gutter**

Contractor shall remove any concrete curb and gutter required to access and adjust the curb inlet structure.

After concrete removal, the curb inlet structure shall be adjusted up or down in elevation to promote water flow into the catch basin. The final elevation of the inlet structure shall be approved by the PSAA before curb placement.

After the curb inlet adjustment, concrete curb and gutter shall be installed following the requirements outline in the Standard Specification Article 10 (Construction Specifications), III H (Concrete Curb & Gutter, Sidewalk, and Drive Construction).

The placement of concrete and adjustment of the inlet structure shall be done simultaneously.

STRUCTURE COVER ADJUSTMENTS

AA:NJB/JDD/AMW

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2/1/252/14/25

If the existing casting frame is in sound condition, it shall be re-used, if agreed upon by the PSAA the frame cannot be reused, a new frame shall be set, **if EJ 1040 castings they will be provided by the City. If a frame cannot be provided by the city, it will call out in the plans and be supplied by contractor and paid for separately under applicable pay item.**

Frames and covers which cannot be reused, due to diameter of entry less than 24" or broken, castings shall be delivered to the City Utilities Department yard at 4251 Stone School Road (Wheeler Center) at the Contractor's expense.

Materials shall be stored by the Contractor at locations arranged by the Contractor, subject to the approval of the PSAA. **The Contractor shall not store materials or equipment, including metal castings and steel plates, on any lawn area.**

The city will provide road structure covers and frames (EJ 1040) for: water, storm and sanitary manholes. The contractor will be required to provide all other materials to adjust the structures. The covers and frames will be obtained from a city yard by the contractor when work starts.

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". Contractor shall be responsible for marking 2 witness points, which they can use to determine the center point after wearing course placement.

The pointing of structures below the limits required for "Adjust Structure Cover" shall be paid for separately as "Dr Structure, Point".

A thermoplastic concrete form may be used for a cast-in-place concrete structure riser/collar, as approved by the Engineer or PSAA. The thermoplastic shall be of sufficient thickness to support the casting frame and cover through the placement of the supporting concrete.

This item includes the final adjustment of castings of any type 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 1/4-inch of the finished surface sections, grades, slopes, and elevations, as shown on the Plans, and as directed by the PSAA. The work shall be verified by the use of a 10-foot straight-edge placed parallel with the pavement centerline. Structures not meeting the 1/4-inch tolerance shall be readjusted as directed by the PSAA, at the Contractor's expense.

This also includes the replacement of the top half of the water valve boxes and monument boxes where required and shall be included in this item of work. Gate valve box tops and covers shall be reused, except when broken or directed by the PSAA. New tops and covers for water valve boxes and monument boxes will be provided by the city. The Contractor shall collect, and transport new valve boxes and covers to the site from the City Utilities Department yard at 4251 Stone School Road (Wheeler Center).

STRUCTURE COVER ADJUSTMENTS

AA:NJB/JDD/AMW

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2/1/252/14/25

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

| Pay Item | Pay Unit |
|---|----------|
| DS_Sanitary Structure Cover, Adjust | Each |
| DS_Storm Structure Cover, Adjust | Each |
| DS_Water Structure Cover, Adjust | Each |
| DS_Storm Curb Inlet, Adjust | Each |
| DS_Monument Box, Adjust..... | Each |
| DS_Water Gate Valve Box, Adjust | Each |

Measure “**DS_Sanitary Structure Cover, Adjust**”; **DS_Storm Structure Cover, DS_Adjust**”; and “**DS_Water Structure Cover, Adjust**” by unit each for each structure, item shall include all labor, material, and equipment costs required to breakdown the structure remove the cover and frame and remove corbel to depth, clean the frame if re-usable, supply and place steel plate, backfill with gravel, collect and handle frame and covers; after wearing course placed, core 4.5 ft diameter hole and excavate down to the steel plate, remove plate, rebuild corbel, set frame, supply and place concrete collar, finish and clean up.

The placement of covers and frames provided by the city will be incidental to the structure adjust item since the covers and frames are provided by the City and the work is incidental to final adjustment. No additional compensation will be provided when covers and frames are provided by the city.

Measure “**DS_Storm Curb Inlet, Adjust**” by unit each for each structure, item shall include all labor, material, and equipment costs required to remove the cover and frame, buildup or breakdown corbel, clean the frame if re-usable, backfill with sand and gravel, collect and handle frame and covers, finish and clean up. This pay item is intended for both new and existing structure to adjust casting when placing curb. Inlet frame and cover for existing structures shall be paid for separately under pay item **DS_Storm Structure Cover, Type __, Ea**”

Measure “**DS_Monument Box, Adjust**” and **DS_Water Gate Valve Box, Adjust** by unit each by unit each for each box, item shall include all labor, material, and equipment costs required to breakdown the structure remove the cover and frame and lower box, supply and place steel plate, backfill with gravel, collect replacement box and cover if needed from PW yard or collect and handle box and covers; after wearing course placed, core 2 ft diameter hole and excavate down to the steel plate, remove plate, adjust box to height, supply and place concrete collar, finish and clean up.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
STRUCTURE COVERS

AA:NJB

1 of 2

2/1/2025

- a. **Description.** This work shall consist of replacing and furnishing frames and covers for identified utility structures as shown on the plans and as directed by the PSAA, in accordance with Section 403 of the 2020 MDOT Standard Specifications for Construction and the City of Ann Arbor Standard Specifications, except as modified herein.
- b. **Materials.** Provide materials meeting the requirements of subsection 403.02 and section 908 of the MDOT 2020 Standard Specifications. **City will furnish EJ 1040 frames and covers for: sanitary, storm, and water structures, located in the road.** The contractor will be required to provide what is called out in the plans and conforms to the following model(s) shown in the table below, or equivalent approved by the PSAA.

| Type of Casting | Use | Pay Item | EJ No. |
|--|-----------------------------------|----------|---|
| Curb Inlet/Catch Basin Frame and Cover | Barrier curb & gutter | K | 7045Z w/ 7045M1 Sinusoidal Grate |
| Curb Inlet/ Double Catch Basin Frame and Cover | Low point Barrier curb and gutter | HC | 7034Z w/7030 M2 Cubic Grate |
| Curb Inlet/Catch Basin Frame and Cover | Mountable curb & gutter | C | 7065 w/ 7045M1 Sinusoidal Grate |
| Flat Inlet Frame and Cover | Driveway | Z | 5000 w/ Type M2 Sinusoidal Grate |
| Flat Inlet ADA Ramp Frame and Cover | At ADA Ramp | M5 | 5000 w/ Type M5 ADA Style Grate |
| Inlet/Catch Basin Frame and Cover | Beehive | G | 1040Z O2 6" Tall |
| Valve Box and Cover | Water Valve | | 8560 Screw Type 3 Piece Valve Box Set D |

Frames and covers shall have machined bearing surfaces and City of Ann Arbor custom logo. All castings shall arrive asphaltic coated as applied at the manufacturers.

STRUCTURE COVERS

AA:NJB

2 of 2

2/1/2025

- c. **Construction.** All work shall be performed in accordance with subsection 403.03 of the MDOT 2020 Standard Specifications.

The Contractor shall store materials on site and/or at locations arranged by the Contractor, subject to the approval of the PSAA. The Contractor shall not store materials or equipment, including metal castings and steel plates, on any lawn areas.

- d. **Measurement and Payment.** The completed work as measured shall be paid at the Contract unit price for the following Contract items (pay items):

| Pay Item | Pay Unit |
|--|----------|
| DS_Sanitary Structure Cover | Each |
| DS_Storm Structure Cover, Type____ | Each |
| DS_Water Structure Cover | Each |

Measurement for “**DS_Sanitary Structure Cover, DS_Storm Structure Cover, Type____, and DS_Water Structure Cover**” shall be units of each, for each structure casting cover furnished, item of work shall include all labor, materials and equipment needed to furnish and install cover.

The placement of covers and frames provided by the City will be incidental to the structure adjust item since the covers and frames are provided by the City. No additional compensation will be provided when covers and frames are provided by the City.

Measurement for “**DS_Storm Structure Cover, Type____,**” for inlet structures shall be units of each, for each structure casting pair, measured as a frame with cover, furnished. Item of work shall include all labor, materials and equipment needed to furnish casting. Note that for new structures the new frame and cover are incidental to the storm structure.

Effort for placing the casting shall be paid for separately as “**DS_Storm Curb Inlet Adjust, Ea**”.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
DRAINAGE AND UTILITY STRUCTURES

AA:DAD/AMW

1 of 1

01/15/2025

- a. Description.** This work consists of cleaning, pointing sanitary and storm structures, and temporary lowering drainage and utility (storm, sanitary, water, private, etc.) structures whether shown or not on the plans, as directed by the PSAA, and as herein provided.
- b. Materials.** Provide materials in accordance with subsection 403.02 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, unless otherwise directed by the PSAA.
- c. Construction.** Clean, point, and temporary lower structures in accordance with subsection 403.03 of the MDOT 2020 Standard Specifications for Construction, and as directed by the PSAA.

Reconstruct drainage and utility structures from the base using precast reinforced concrete units or concrete block masonry.

Point structures by removing loose and damaged mortar, filling joints between concrete and masonry units with new mortar, and striking joints so the exposed surface is smooth and free of voids.

When directed by PSAA reconnect sump pump drains, provide pipe and ferncos, and install underdrain incidental to work.

- d. Measurement and Payment.** Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|---|------------------------|
| DS_Sanitary Structure, Point..... | Foot |
| DS_Storm Structure, Point..... | Foot |
| DS_Sanitary Structure, Cleaning, Modified..... | Foot |
| DS_Storm Structure, Cleaning, Modified..... | Foot |
| DS_Sanitary Structure, Temp Lowering, Modified..... | Foot |
| DS_Storm Structure, Temp Lowering, Modified..... | Foot |

Measure “**DS_Sanitary Structure, Point, DS_Storm Structure, Point, DS_Sanitary Structure, Cleaning, Modified, DS_Storm Structure, Cleaning, Modified, DS_Sanitary Structure, Temp Lowering, Modified, and DS_Storm Structure, Temp Lowering, Modified**” individually in place by their respective units each and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials necessary to complete the work and any directed remove and/or reconnect sump pump drains, including the pipe, ferncos and underdrain.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
DRAINAGE AND UTILITY STRUCTURE RECONSTRUCTION

AA:DAD/AMW

1 of 3

1/15/2025

- a. Description.** This work consists of reconstructing drainage and utility structures in accordance with section 403 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, as shown on the plans, as directed by the PSAA, and as specified herein.
- b. Materials.** Provide materials in accordance with subsection 403.02 of the MDOT 2020 Standard Specifications for Construction except as specified herein.

Construct drainage structures of precast or cast in place reinforced concrete sections, or concrete masonry units. Construct all sanitary sewer manholes and gate wells (water main valve manholes) of precast reinforced concrete sections.

Use precast reinforced concrete bases, bottom sections, manhole risers, grade adjustment rings, concentric cones, eccentric cones, and flat slab tops conforming to the requirements of ASTM C 478. Joints on precast manholes used on all sanitary sewers will meet ASTM C 443, rubber O-ring gasket.

Use concrete masonry units conforming to the requirements for concrete masonry units for catch basins and manholes, ASTM C 139.

Use concrete brick conforming to the requirements for concrete building brick, ASTM C 55, Grade N-1.

Plastic coated manhole steps will be injection molded of copolymer, polypropylene, encapsulating a ½-inch grade 60 steel reinforcing bar. Plastic-coated manhole steps will meet the performance test described in ASTM C-478, Paragraph II, and have an impact resistance of 300 ft-lbs, with only minor deflection and no cracking or breaking. The steps will resist pull out forces of 1500 lbs.

- c. Construction.** Use construction methods for reconstructing drainage structures, where directed by the PSAA, conforming to subsection 403.03 of the MDOT 2020 Standard Specifications for Construction except as specified herein.

Excavate to the depth and width required to permit the construction of the required base. The excavation width will be greater than the base. Trim the bottom of the excavation to a uniform horizontal bed and completely dewater before placing any structure components.

Use concrete block construction only for storm sewer manholes and inlets and construct these structures to the size and dimensions shown on the plans. Use clean masonry block units, place them in a full bed of mortar, and thoroughly bond them together in place by completely filling the vertical end grooves with mortar to interlock them with the adjacent blocks. The mortar beds and joints will not exceed ¾ inch thickness. Completely fill vertical joints and fill joints on the inside face of the structure by rubbing them full of mortar and striking them smooth as construction proceeds vertically. Place and strike smooth a 1/2" thick mortar coat on the entire outside face of the structure. Heat all masonry materials, sand, and water to over 50° F during freezing weather and cover and protect the completed work from damage by freezing.

Construct circular precast manhole sections in accordance with the details as shown on the plans.

DRAINAGE AND UTILITY STRUCTURE RECONSTRUCTION

AA:DAD/AMW

2 of 3

1/15/2025

Construct manhole stack units on level poured-in-place bases, precast concrete bases, or precast concrete bottom sections.

Construct precast cone sections in accordance with the details as shown on the plans. These units will be eccentric for all manholes, precast or block. Top all structures with a minimum of one and a maximum of three adjustment courses. Adjustment courses will be 2 inches in height and constructed using bricks or precast adjustment rings.

Construct manholes, inlets, gate wells, and other structures within 2-1/2 inches of plumb.

Frames and cover castings will be set in full mortar beds and pointed on the structure interior to a smooth, brushed finish. The covers will be set flush with sidewalk, roadway pavement, or ground surfaces. Notify the PSAA prior to the final paving to allow inspection of the final casting adjustments for all utility structures. In gravel streets, set covers six to eight inches below finished gravel surface.

Extend sewer pipes into structures a minimum of 1/2 inch and a maximum of 3 inches.

Finish flow channels for sewer structures in accordance with the details as shown on the plans. Screed and float all flow channels to a smooth, uniform surface and troweled to a hard surface finish.

Furnish and place stubs for future sewer connections as shown on the plans and as directed by the PSAA. Properly support and brace connections when they are not resting on original ground so that any settlement will not disturb the connection. Stubs will consist of one length of sewer pipe, of the size indicated on the plans, with a watertight plug.

Keep the excavation in a dry condition.

Sealing Manhole Cone/Chimney Interface Area:

Place an epoxy or urethane sealing product at the junction of the drainage structure cone/chimney interface as detailed on the plans or as directed by the PSAA. Use only products approved by the PSAA and manufactured by one of the suppliers listed below:

NPR-3501 Neopoxy (epoxy) manufactured by NeoPoxy International, 27057 Industrial Boulevard, Hayward, CA 94545, Phone 510.782.1290, Fax 510.782.1292 (www.NeoPoxy.us)

EasySeal SG (urethane) manufactured by Cretex Specialty Products, N16 W23390 Stone Ridge Drive, Suite A, Waukesha WI 53188, Phone 800 345 3764, Fax 262.542.0301 (www.cretexseals.com)

Flex-Seal (urethane) manufactured by Sealing Systems, Inc, 9350 County Road 19, Loretto, MN 55357, Phone 800-478-2054, Fax 763-478-8868 (www.ssisealingsystems.com)

For the purposes of this work, the definition of the manhole chimney is the masonry units sitting atop the pre-cast concrete or manhole block corbel or cone sections and extending up to the bottom of the structure casting. Apply sealant to the entire chimney section. Thoroughly clean the chimney section as detailed in the installation instructions of the sealant manufacturer. Apply all products in strict accordance with the recommendations and installation requirements of the manufacturer. The PSAA will approve the chosen sealing product prior to commencement of the work.

DRAINAGE AND UTILITY STRUCTURE RECONSTRUCTION

AA:DAD/AMW

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1/15/2025

- d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price for the following pay item:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|--|------------------------|
| DS_Storm Structure, Reconstruct..... | Feet |
| DS_Sanitary Structure, Reconstruct | Feet |

Measure “**DS_Storm Structure, Reconstruct and DS_Sanitary Structure, Reconstruct**” in vertical feet place by unit feet and pay for it at the contract unit price, which price includes all costs for labor, equipment and materials to complete the work; remove deteriorated section, chip and clear down to a single sound level surface of the existing structure, build the structure back with either mortar with brick and block or precast riser ring, so that structure is within 12 inches of the finished pavement surface, apply waterproof membrane. It also includes any/all costs necessary for dewatering and adjustments required to accommodate field conditions encountered during construction.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
AGGREGATE BASE COURSE, 21AA, CIP

AA:DAD/AMW

1 of 1

01/17/2024

- a. Description.** This work consists of constructing an aggregate base course on a surface approved by the PSAA using only crushed limestone. The aggregate base shall be in accordance with City Standards and section 302 of the 2020 Michigan Department of Transportation (MDOT) Standard Specifications for Construction, except as herein modified:
- b. Material.** Provide aggregate material meeting the requirements for Class 21AA dense-graded aggregate in accordance with City Standards and specified in section 902 of the MDOT 2020 Standard Specifications for Construction. The ONLY permitted material shall be crushed limestone unless otherwise approved by the PSAA.
- c. Construction.** Construct aggregate base course in accordance with City Standards and subsection 302.03 of the 2020 MDOT Standard Specifications for Construction. Deliver Class 21AA dense-graded aggregate to the job site in a thoroughly blended condition and handle in such a manner that there will be no mixing of underlying soil with the base aggregate.
- d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

Pay Item

Pay Unit

DS_Aggregate Base Course, 21AA, CIP Ton

Measure **DS_Aggregate Base Course, 21AA, CIP** weight by the unit ton and pay for it at contract unit price, which price includes costs for all labor, equipment, and materials necessary to complete the work. Load weight tickets from a certified scale and accepted at the job site by the City's agent will be the basis for measurement.

Weigh any/all unused/waste material on a certified scale to determine quantity(s) unless the PSAA approves an alternate method to arrive at these amount(s). Provide load weight tickets to the City's agent for any/all unused/waste material.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CONCRETE SIDEWALK

AA:NJB

1 of 2

1/15/2025

a. Description. This work consists of constructing concrete sidewalk and ramps in accordance with 2025 Standard Specifications Article 10 (Construction Specifications), Section III (Street Construction and Repair), H (Concrete Curb & Gutter, Sidewalk and Drive Construction), and Article 12 (Standard Details) SD-DS-4 (Sidewalk and Curb and Gutter Joints) and MDOT 2020 Standard Specifications, Ramp Detail R-28, except as modified herein.

b. Materials. Provided materials meeting the requirements specified in 2025 AA Standard Specifications Article 6 (Drive Approaches...) 1, B (Materials)

Use Concrete MDOT Grade 3500

Use MDOT 21 AA aggregate for 6-inch base material.

Use MDOT Class II granular material for 4-inch base material.

The Contractor is solely responsible for providing specific concrete mix designs and submitting them to the Engineer for approval 5 day prior to the placement of the concrete.

c. Construction Methods. For 4-inch Concrete sidewalk place a minimum of 4 inches of Class II granular material, at least 6-inches wider than the sidewalk, compacted to 95% of its maximum dry density unless otherwise directed by the Engineer.

For 6-inch Concrete sidewalk or ramp, place a minimum of 6 inches of MDOT 21 AA aggregate base, at least 6-inches wider than the sidewalk or ramp, compacted to 95% of its maximum dry density unless otherwise directed by the Engineer.

Preparing the subbase grade; excavation or fill shall be paid for separately under "Grading, Sidewalk, Ramp & Driveway Approach". If at the opinion of the Engineer the existing base material will support the proposed grades and is of sufficient width depth and density, the existing material may remain and the new concrete place on top.

Prior to placing any concrete clean existing concrete with compressed air and coarse brush to remove any friable material on the abutting concrete.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the respective contract unit prices using the following respective pay items:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|--|-----------------|
| DS_Conc, Sidewalk, 4 inch..... | Square Feet |
| DS_Conc, Sidewalk or Ramp, 6 inch | Square Feet |
| DS_Conc, Driveway Approach, 6 inch | Square Feet |
| DS_Conc, Sidewalk, Driveway Approach, 8 inch | Square Feet |

Measure **DS_Conc, Sidewalk, 4 inch** areas in place by the unit square feet and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment, Class II granular base, compaction effort, concrete, curing compound, forms and materials to complete the work.

Measure **DS_Conc, Sidewalk or Ramp, 6 inch** areas in place by the unit square feet and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment, MDOT 21 AA aggregate base, compaction effort, concrete, curing compound, forms and materials to complete the work.

Measure **DS_Conc, Driveway Approach, 6 inch** areas in place by the unit square feet and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment, MDOT 21 AA aggregate base, compaction effort, concrete, curing compound, forms and materials to complete the work. This is intended for residential driveway approaches.

Measure **DS_Conc, Sidewalk, Driveway Approach, 8 inch** areas in place by the unit square feet and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment, MDOT 21 AA aggregate base, compaction effort, concrete, curing compound, forms and materials to complete the work. This item is intended for use with non-residential driveway approaches, sidewalk through approach shall match thickness of approach.

Saw cutting is not a separate contract pay item, and payment for this work will be included in the appropriate item of work for which it applies. The Contractor shall include any/all costs for saw cutting to place concrete driveways, sidewalk and sidewalk ramps in the respective contract unit price.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
FLOWABLE FILL

AA:NJB

1 of 1

01/15/2025

- a. **Description.** This work consists of furnishing and placing flowable fill material as backfill between new and/or replacement curb and gutter and the existing pavement at sidewalk ramps, and at other miscellaneous locations as directed by the PSAA. Flow fill is to be used to reduce the likelihood of a trip and fall by a pedestrian crossing through the construction while the concrete work is complete but before the cold milling or HMA removal operations have begun.

- b. **Materials.** Provide flowable fill material, as directed by the PSAA, meeting the following mix:
 - 1. Portland cement, granular material, fly ash, and water. Per the flowable fill mix design number two included in the 2025 AA Standard Specifications Article 5 (Streets), Section II.P. (Flowable Fill).

- c. **Construction.** Furnish and place flowable fill material as directed by the PSAA.

The Contractor shall provide all necessary materials and appurtenances to ensure proper placement of flowable fill. All flowable fill, after setting, should be capable of removal by conventional mechanical excavation methods.

Gaps left between new curb and existing HMA edge shall typically be backfilled with 21AA in none pedestrian crossing areas.

- d. **Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price for the following pay item:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|------------------------|-----------------|
| DS_Flowable Fill | Cubic Yard |

Measure **DS_Flowable Fill** volume in place by the unit cubic yard and pay for it at the contract unit price, which price includes the cost for all labor, equipment and materials necessary to complete the work.

The PSAA will not pay for any flowable fill used at the Contractor's option.

CITY OF ANN ARBOR
SPECIAL PROVISION FOR
ACCEPTANCE OF HMA MIXTURES

AA: NJB

1 of 7

1/22/25

- a. Description.** This special provision provides sampling and testing requirements for local agency projects using the roller method and the nuclear density gauge testing. Provide the hot mix asphalt (HMA) mixture in accordance with the requirements of the standard specifications, except were modified herein.
- b. Materials.** Provide aggregates, mineral filler (if required), and asphalt binder to produce a mixture proportioned within the master gradation limits shown in the contract, and meeting the uniformity tolerance limits in Table 1.

Table 1: Uniformity Tolerance Limits for HMA Mixtures

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

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

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

- c. Construction.** Submit a Mix Design and a JMF to the Engineer. Do not begin production and placement of the HMA until receipt of the Engineer's approval of the JMF. Maintain the binder content, aggregate gradation, and the crushed particle content of the HMA mixture within the Range 1 uniformity tolerance limits in Table 1. For mixtures meeting the definition of top or leveling course, field regress air void content to 3.5 percent with liquid asphalt cement unless specified otherwise on HMA application estimate. For mixtures meeting the definition of base course, field regress air void content to 3.0 percent with liquid asphalt cement unless specified otherwise on HMA application estimate.

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

CITY OF ANN ARBOR
SPECIAL PROVISION FOR
ACCEPTANCE OF HMA MIXTURES

AA: NJB

2 of 7

1/22/25

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

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

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

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

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

Ensure all labs performing local agency acceptance testing are qualified labs per the *HMA Production Manual* and the *Michigan Quality Assurance Procedures Manual*, and participate in the MDOT round robin process, or they must be *AASHTO Materials Reference Laboratory (AMRL)* accredited for *AASHTO T30* or *T27*, and *AASHTO T164* or *T308*. Ensure on non-National Highway System (NHS) routes, Contractor labs are made available, and may be used, but they must be qualified labs as previously stated. Contractor labs may not be used on NHS routes. Material acceptance testing will be completed by the Engineer within 30 calendar days, except holidays and Sundays, for projects with less than 5,000 tons (plan quantity) of HMA and within 7 calendars days, except holidays and Sundays, for projects with 5,000 tons (plan quantity) or more of HMA, after the Engineer has obtained the samples. QA test results will be provided to the Contractor after the Engineer receives the QC test results. Failure on the part of the Engineer or the laboratory to provide QA test results within the specified time frame does not relieve the Contractor of their responsibility to provide an asphalt mix within specifications.

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

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ACCEPTANCE OF HMA MIXTURES

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

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

Contractor operations will be suspended when the mixture is determined to be out-of-specification, but contract time will continue to run. The Engineer may issue a Notice of Non-Compliance with Contract Requirements (Form 1165), if the Contractor has not suspended operations and taken corrective action. Submit a revised JMF or proposed alterations to the plant and/or materials to achieve the JMF to the Engineer. Effects on the Aggregate Wear Index (AWI) and mix design properties will be taken into consideration. Production and placement cannot resume until receipt of the Engineer's approval to proceed.

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

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

Option 1 - Direct Density Method

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

Option 2 - Roller Method

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

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

Use of the Roller Method requires developing and establishing density frequency curves, and

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

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

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

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

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

d. Measurement and Payment

The completed work, as described, will be measured and paid for using applicable pay items as described in subsection 501.04 of the Standard Specifications for Construction, or the contract, except as modified below.

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

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture

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parameter exceeds the Range 1, but not the Range 2, tolerance limits, that mixture parameter will be subject to a 10 percent penalty. The 10 percent penalty will be assessed based on the acceptance tests only unless the Contractor requests that the 10,000 gram sample part retained for possible dispute resolution testing be tested. The Contractor has 4 calendar days from receipt of the acceptance test results to notify the Engineer, in writing, that dispute resolution testing is requested. The Contractor's QC test results for the corresponding QA test results must result in an overall payment greater than QA test results otherwise the QA tests will not be allowed to be disputed. The Engineer has 4 calendar days to send the dispute resolution sample to the lab once dispute resolution testing is requested. The dispute resolution sample will be sent to an independent lab selected by the Local Agency, and the resultant dispute test results will be used to determine the penalty per parameter, if any. Ensure the independent lab is a MDOT QA/QC qualified lab or an AMRL HMA qualified lab. The independent lab must not have conflicts of interest with the Contractor or Local Agency. If the dispute testing results show that the mixture parameter is out-of-specification, the Contractor will pay for the cost of the dispute resolution testing and the contract base price for the material will be adjusted, based on all test result parameters from the dispute tests, as shown in Table 3 and Table 4. If the dispute test results do not confirm the mixture parameter is out-of-specification, then the Local Agency will pay for the cost of the dispute resolution testing and no price adjustment is required.

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

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

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

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

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Table 3: Penalty Per Parameter

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

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

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

Table 4: Calculating Total Price Adjustment

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

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Table 5: Density Frequency Curve Development

Tested by: _____ Date/Time: _____

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

Roller #1 Type:

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

Roller #2 Type:

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

Roller #3 Type:

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

Summary: _____

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
HOT MIX ASPHALT (HMA) PAVING

AA:DAD/AMW

1 of 3

01/15/2024

a. Description. This work consists of constructing hot mix asphalt (HMA) pavement base, leveling, and top courses in accordance with section 501 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

b. Materials. None specified.

c. Construction.

1. Equipment: All equipment shall conform to subsection 501.03.A of the MDOT 2020 Standard Specifications for Construction, except as modified herein.

The Contractor shall have a 10-foot long straight edge, rubber-tired backhoe (Case 580 type, or equivalent), air-compressor with the ability to develop a minimum pressure of 100 pounds per square inch and continuous rated capacity of 150 cubic feet per minute of airflow, and jackhammer available during all paving operations. The Contractor shall be required to perform any miscellaneous cleaning, trimming, material removal, and other tasks as required by the Engineer in order to ensure the proper and orderly placement of all HMA materials on this project.

The Contractor shall provide sufficient rollers to achieve the specified asphalt densities.

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; including hauling units. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

2. Cleaning and Bond Coat Application: Cleaning and bond coat application shall be performed in accordance with subsections 501.03.C and 501.03.D of the MDOT 2020 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

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, and when directed by the Engineer, for street cleaning immediately prior to, and for street and utility structure cleaning after any and all paving. The cleaning equipment shall be of sufficient power to remove dust, dirt, and debris from the pavement and from utility structures in and adjacent to the construction area. The Engineer shall approve the vac-all or similar equipment prior to beginning the work. The equipment used shall have an effective means for preventing any dust resulting from the operation from escaping into the air.

Apply bond coat at a rate of 0.10 gallons per square yard. Before placing the bond coat, the thoroughly clean the existing pavement surface. The Contractor shall also thoroughly clean all joints, cracks, and edges to a minimum depth of one inch with compressed air, vac-all type equipment, or other approved mechanical or hand methods, to remove all dirt, debris, and all foreign material.

3. HMA Placement: Placement shall conform to subsection 501.03.F of the MDOT 2020 Standard Specifications for Construction, except as modified herein, and as directed by the Engineer.

HMA placement shall not commence until a "Permit to Place" (no additional costs are required to obtain this permit) has been issued in writing by the Engineer. The Engineer will issue a Permit to Place after approving the aggregate base course or the adjacent, underlying layer of pavement section.

The Engineer must approve the final structure adjustments prior to the issuance of the "Permit to Place" for the top course.

Place the top course with a ¼" lip along the edge of the curb and gutter/edge of metal.

All HMA thickness dimensions are compacted-in-place.

4. Paving Operation Scheduling: The Contractor shall schedule the paving operation to avoid leaving longitudinal cold joints "open" overnight.

In all cases, the Contractor shall pave the primary road's through-traffic lanes ("main line") first, from point-of-beginning to the point-of-ending. All other paving including, but not limited to; acceleration and deceleration lanes, intersection approaches, and center left-turn lanes shall be paved following completion of main line paving, unless authorized by the Engineer prior to the placement of any pavement.

5. Rate of Paver Operation: Maintain a paving machine rate of travel so that HMA placement and paving operation is continuous; resulting in no transverse cold joints. The rate of travel; however, shall never exceed 50 feet per minute.

The Contractor shall furnish and operate enough material, equipment, and hauling units to keep the paving machine(s) moving continuously at all times. Failure to do so shall be cause for the suspension of paving operations until the Contractor can demonstrate to the satisfaction of the Engineer that it has dedicated sufficient resources to perform the work in accordance with the project specifications.

6. Longitudinal and Transverse Joints: These joints shall conform to subsection 502.03.F of the MDOT 2020 Standard Specifications for Construction, and as specified herein.

For mainline HMA paving, the width of the mat for each pass of the paver shall be not less than 10.5 feet, or greater than 15 feet, except as noted in the plans and as directed by the Engineer. The Engineer will direct the layout of all HMA longitudinal joints during construction.

7. Feather Joints – shall be constructed so as to vary the thickness of the HMA from zero inches to the required paving thickness at the rate of approximately 1.5" over a distance of 10 feet, or as directed by the Engineer. The Contractor shall rake the larger pieces of aggregate out of feather joints prior to compaction.

8. Butt Joints: Construction of butt joints, where directed by the Engineer, shall conform to subsections 501.03.C.3 and 501.03.C.4 of the MDOT 2020 Standard Specifications for Construction, except as modified herein.

When the Engineer specifies or directs placement of a butt joint, remove the existing HMA surface to the thickness of the proposed overlay, or full-depth, as directed by the Engineer, for the full width or length of the joint. The HMA material shall be saw cut to the directed depth along the pavement edge or removal line to prevent tearing of the pavement surface. Cut joints that will be exposed in the completed surface must be cut with a saw or a cold-milling machine or other methods approved by the Engineer. Joints that will be covered by HMA must be cut with a saw, a cold-milling machine, or other methods approved by the Engineer.

9. Rakers: The Contractor shall provide a minimum of two asphalt rakers during the placement of all wearing and leveling courses.

10. Faulty Mixtures: The Contractor and Engineer shall carefully observe the paving operation for signs of faulty mixtures. The Contractor, at its sole expense, shall remove or correct points of weakness in the surface prior to paving subsequent lifts of HMA material. Such corrective action may include the removal and replacement of thin or contaminated sections of pavement, segregated HMA, and any 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 that 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. The Engineer will not pay for separately any costs associated with meeting the above requirements, and will include them in the HMA work item(s) the Contractor was performing at the time of discovery of the faulty mixture.

d. Measurement and Payment. The contract includes no separate pay items for measurement and payment of the costs associated with meeting the requirements of this detailed specification. The Contractor shall include these costs in the unit prices bid for the HMA items in the contract.

The Contractor shall return any/all trucks to the plant with unused HMA remaining after the work is complete, and these trucks shall be re-weighed and the corrected weight slip provided to the Engineer. There will no payment any unused HMA material. 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.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
HMA, SOIL EROSION WEDGE

AA:NJB

1 of 1

2/1/2025

a. Description. This work consists of constructing hot mix asphalt (HMA) wedge placed longitudinally along the edge of pavement to mitigate soil erosions at other location(s) as directed by the PSAA, and as described herein.

b. Materials. Provide materials in accordance with section 501 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction. Use the same MDOT mixture being placed for the wearing course.

c. Construction. The HMA wedge can be placed by the paver by adjusting the wing and guards or by hand while the wearing course is still hot. The wedge shall have an approximate dimension of 12-inch width and be tapered 0 to 3-inch in height. The highest point being at the edge of pavement. The HMA soil erosion wedge shall taper down to match existing driveway elevations. Hand compacting effort and small tools shall be used to consolidate the HMA without deforming the wedge.

d. Measurement and Payment. Measure and pay for the completed work, as described, at the contract unit price for the following pay item:

Pay Item

Pay Unit

DS_HMA, Soil Erosion Wedging.....Foot

Measure **DS_HMA, Soil Erosion Wedging** by linear foot installed, for each foot being installed. The weight of the HMA tons used will be paid for separately under the HMA **4EL** Tonnage pay item. This unit price includes compensation for all labor and equipment cost necessary to complete the work including placement and hand compaction.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
HMA, WEDGING

AA:DAD/AMW

1 of 1

2/1/2025

- a. **Description.** This work consists of constructing hot mix asphalt (HMA) finish wedges at drive approaches, sidewalk ramps, and any other location(s) directed by the PSAA, and as described herein.
- b. **Materials.** Provide materials in accordance with section 501 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction. Use MDOT mixture approved by the PSAA.
- c. **Construction.** Perform work in accordance with section 501 of the MDOT 2020 Standard Specifications for Construction, and as directed by the PSAA.

Complete all finish wedging within two days of placing the top course pavement.

Have a 10-foot long straight-edge, backhoe, air-compressor, and jackhammer available during all paving operations.

Use finish wedges to provide good vertical and horizontal transitions between old and new construction, to eliminate areas of standing water in the top coarse surface and to provide for positive drainage.

Construct joints by feathering the edges of all finish wedges (including the raking out of all large pieces of aggregate) to provide a high quality, smooth riding surface.

Clean the existing surface with compressed air and/or vacuum type street cleaning equipment prior to placement of wedging material.

Apply MDOT SS-1h bond coat on all asphalt and concrete surfaces within the wedging area at a rate between 0.05 and 0.10 gallons/square yard using a power distributor hand sprayer.

- d. **Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price for the following pay item:

| Pay Item | Pay Unit |
|--------------------------------|----------|
| DS_HMA, Driveway Wedging | Ton |

Measure **DS_HMA, Driveway Wedging** by weight in tons of the material used to perform the work and pay for it at the contract unit price, which price includes all cost for labor, equipment and materials necessary to complete the work including providing, placing and compacting the HMA mixture.

Return any/all trucks to the plant with unused HMA remaining after the work is complete. Re-weigh these trucks and provide a weight slip for this material to the PSAA. There will be no payment for any unused HMA material. 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.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
HMA BASE WEDGING

AA:NJB

1 of 1

2/1/2025

- a. **Description.** This work consists of constructing hot mix asphalt (HMA) base wedges on roadways to correct cross fall and low spots prior to placing wearing coarse at location(s) as directed by the PSAA, and as described herein.
- b. **Materials.** Provide materials in accordance with section 501 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction. Use MDOT mixture approved by the PSAA.
- c. **Construction.** Perform work in accordance with section 501 of the MDOT 2020 Standard Specifications for Construction, and as directed by the PSAA.

Complete all finish wedging within two days of placing the top course pavement.

Have a 10-foot long straight-edge, backhoe, air-compressor, and jackhammer available during all paving operations.

Use base HMA mix to wedge on base pavement or milled surface, to provide positive cross slope, to eliminate areas of standing water as observed in the existing condition. The wedge is to be placed starting at 0 thickness being the diameter of the largest aggregate of the HMA mix up to 3" in thickness. Compaction effort shall be applied as appropriate to obtain best achievable density. Wedge material is anticipated to be covered with a wearing coarse prior to the completion of the project.

Clean the existing surface with compressed air and/or vacuum type street cleaning equipment prior to placement of wedging material.

Apply MDOT SS-1h bond coat on all asphalt and concrete surfaces within the wedging area at a rate between 0.05 and 0.10 gallons/square yard using a power distributor hand sprayer.

- d. **Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price for the following pay item:

Pay Item

Pay Unit

DS_HMA, Wedging Variable Thickness..... Ton

Measure **DS_HMA, Wedging Variable Thickness** by weight in tons of the material used to perform the work and pay for it at the contract unit price, which price includes all cost for labor, equipment and materials necessary to complete the work including providing, placing and compacting the HMA mixture.

Return any/all trucks to the plant with unused HMA remaining after the work is complete. Re-weigh these trucks and provide a weight slip for this material to the PSAA. There will be no payment for any unused HMA material. 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.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
SHARED USE PATH GRADING

AA:DAD/NJB

1 of 1

01/15/2025

- a. Description.** This work consists of removing miscellaneous structures and materials, and completing all earthwork required to construct new and replacement asphalt paths to the lines and grades shown on the plans and/or as directed by the PSAA. Complete this work according to sections 205 and 806 Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, this detailed specification, and as directed by the PSAA.
- b. Materials.** Provide Granular Material Class II and 21AA dense-graded aggregate materials in accordance with those specified in section 902 of the MDOT 2020 Standard Specifications for Construction as necessary to achieve the required cross section(s). The Contractor may use excavated material, if suitable, as embankment with approval by the PSAA.
- c. Construction.** Complete this work, as applicable, according to subsections 205.03 and 806.03 of the MDOT 2020 Standard Specifications for Construction. Grading for shared use path includes, but is not limited to, the following work:
1. Stripping and stockpiling topsoil for use in turf establishment as approved.
 2. Removing rocks or boulders less than 0.5 cubic yards in volume.
 3. Excavating material to a depth necessary for construction.
 4. Required brushing and tree trimming and removal of materials resulting from this work.
 5. Removing and disposing of overburden vegetation and soils alongside the existing pathway edges prior to any crushing and shaping activities.
 6. Disposing of excess and unsuitable material according to section 205 of the MDOT 2020 Standards Specifications for Construction.
 7. Shaping, grading, and compacting the subgrade to proposed grades to prepare it for embankment or aggregate base bedding material.
 8. Furnishing and placing embankment material to the grades necessary for construction.
 9. Shaping, grading, and compacting embankment to proposed grades to prepare it for aggregate base bedding material.
 10. Matching new shared use path grades with existing or new grades as required.
- d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay items:

Pay Item

Pay Unit

DS_Shared use Path, Grading, Modified Square Yard

Measure **DS_Shared use Path, Grading, Modified** area in place by the unit square yard and pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials necessary to complete the work.

Placement of aggregate base for the path will be paid for separately under pay item "Shared use Path, Aggregate, Ton".

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
SIDEWALK RETAINING WALLS

AA:DAD/AMW

1 of 4

01/15/2024

a. Description. This work consists of constructing concrete retaining walls adjacent to sidewalks in accordance with the requirements and special details included herein, and as directed by the PSAA.

b. Materials. Provide concrete Grade P-NC, unless otherwise directed by the PSAA, meeting the requirements of subsection 602.03 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction.

c. Construction. Construct retaining walls in accordance with special details included herein. Curb face exposure shall be 6 inches to 36 inches.

The Contractor shall excavate, cut, remove stumps, remove brush, remove pavement, grade, and trim as needed and as directed, and shall furnish, place, grade, and compact any materials needed to perform the work.

Complete all subgrade work prior to placing concrete items, unless directed or approved by the PSAA.

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

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

The 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.

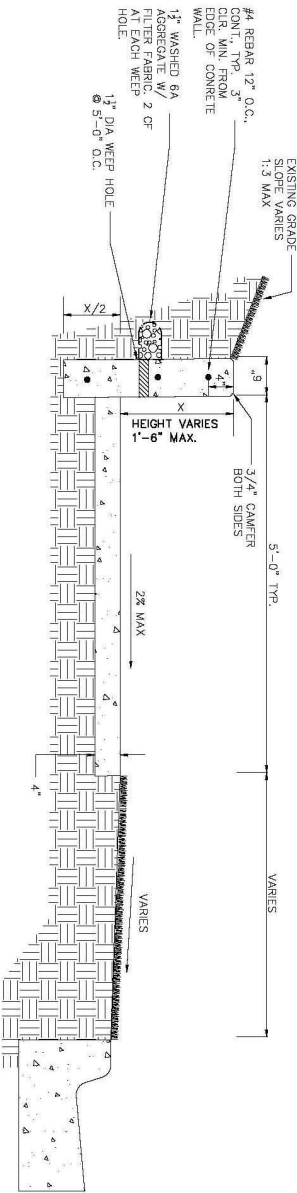
d. Measurement and Payment. Measure and pay for the completed work, as described, at the contract unit price using the following pay items:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|--|------------------------|
| DS_Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height | Square Foot |
| DS_Sidewalk Retaining Wall, Integral, 18 inch to 30 inch Height | Square Foot |
| Measure DS_Sidewalk Retaining Wall, Integral, __ inch to __ inch Height exposed vertical face | |

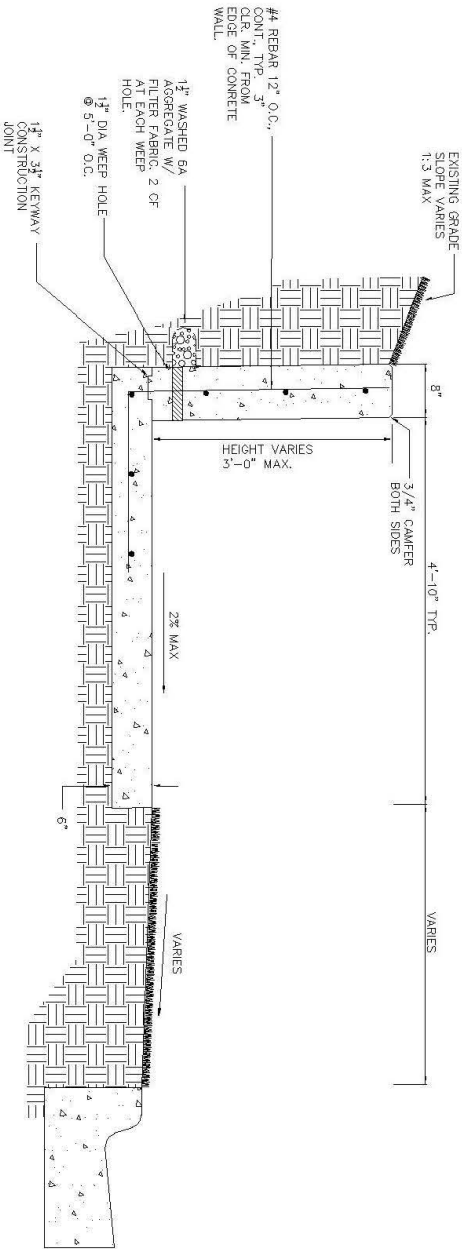
areas in place by the unit square foot and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials necessary to complete the work.

The PSAA will pay for separately all sidewalk work performed adjacent to any retaining wall.

INTEGRAL SIDEWALK RETAINING WALL (6" – 18") DETAIL



INTEGRAL SIDEWALK RETAINING WALL (18"-36") DETAIL



CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
COMPOSITE PAVEMENT JOINT CLEANING

AA:NJB

1 of 2

01/15/2025

a. Description. This work consists of cleaning and scaling deleterious material from joint and cracks in the concrete base of a composite pavement. Work shall be in accordance with section 501 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, and MDOT Standard Plan R-44-G Concrete Pavement Repair, except as modified herein, and as directed by the PSAA.

b. Materials. None specified.

c. Construction.

1. **Equipment:** The Contractor shall have a rubber-tired backhoe (Case 580 type, or equivalent), air-compressor with the ability to develop a minimum pressure of 100 pounds per square inch and continuous rated capacity of 150 Cubic Feet per Minute (CFM) of airflow, the backhoe or skid-steer shall be equipped with a frost hook and be able to remove loose or failing concrete along cracks and joints.

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 exiting concrete base. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

2. **Cleaning and Bond Coat Application:** Cleaning and bond coat application shall be performed in accordance with subsections 501.03.C and 501.03.D of the MDOT 2020 Standard Specifications for Construction, and as directed by the PSAA.

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, and when directed by the Engineer. 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. The Engineer shall approve the vac-all or similar equipment prior to beginning the work. The equipment used shall have an effective means for preventing any dust resulting from the operation from escaping into the air.

The Contractor shall also thoroughly clean all joints, cracks, and edges to a minimum depth of 1 inch with compressed air, vac-all type equipment, or other approved mechanical or hand methods, to remove all dirt, debris, and all foreign material.

COMPOSITE PAVEMENT JOINT CLEANING

AA:NJB

2 of 2

01/15/2025

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

Pay Item

Pay Unit

DS_Pavt Joint and Crack Repr, Det 7 Foot

Measure **DS_Pavt Joint and Crack Repr, Det 7** length in feet measured along the centerline of the joint or crack which were cleaned with the frost hook, pay for it at the contract unit price, which price includes the costs for all labor, equipment and materials necessary to complete the work.

The void in the concrete base, created through the cleaning and scaling process, will be tack coated and back-filled with HMA, to the elevation of the adjacent concrete surface, under a separate pay item **"DS_Hand Patch, Ton"**.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CONCRETE RAISED DEVICES

AA:NJB

1 of 2

2/1/2025

a. Description.

This work consists of constructing concrete raised devices on HMA roads in accordance with 2025 Standard Specifications, Article 10 (Construction Specifications), Section III (Street Construction and Repair), K (Concrete Pavement Construction), the details in the plan set, and MDOT 2020 Standard Specifications and Special Detail R-41, except as modified herein.

b. Material.

Provided materials meeting the requirements specified in 2025 AA Standard Specifications Article Specifications Article 5 (Streets), II (Materials Standards)

Use Concrete MDOT Grade 3500

Use MDOT Grade 40 deformed lane tie bars

Polyurethane Joint Sealer

The Contractor is solely responsibility for providing specific concrete mix designs and submitting them to the Engineer for approval 5 day prior to the placement of the concrete.

Raised Device Delineator

All materials for the Delineator shall be manufactured by Carsonite. The model includes the Survivor polypropylene post, 66 inch length, with metal U-channel anchor, sheeting, and all associated hardware that includes, but not limited to, bolts.

The Raided Delineator Post shall be yellow 3.5 inches half round polymer post with yellow 12 inch long reflective sheet sticker applied from the top of the post.

Post anchors shall be driven into the soil at each end of the raised devise. Anchor shall be driven 1 inch below finish grade.

c. Construction.

Concrete traffic calming devices shall be laid out by the PSAA and contractor shall saw cut the full depth of the existing pavement with longitudinal saw cut at the device's phase limits for removal and placement. Remove phase existing pavement and shape base aggregate to maintain a minimum of 9 inch concrete thickness, compacted to 95% of its maximum dry density.

Place form at the device phase limit(s) and place device with 9 inch thickness, follow the detail plan for the surface elevation on the approach and decent. Broom finish and place curing compound.

Contractor shall sweep up saw cut slurry water so that it does not track through the project.

In the event that existing pavement does not hold a saw cut edge, contractor shall place concrete up to jagged edge and strike a straight tool joint in the fresh concrete.

Sufficient barrels shall be placed to protect the work while allowing local residential traffic to travel the one lane section while the device cures.

CONCRETE RAISED DEVICES

AA:NJB

2 of 2

2/1/2025

Upon satisfactory concrete beam test results the contractor shall start on the next phase of device placement.

- d. Measurement and Payment.** Measure and pay for the completed work, as described, at the contract unit price using the following pay item:

| Pay Item | Pay Unit |
|-----------------------------------|-------------|
| DS_Speed Hump | Square Yard |
| DS_Speed Table | Square Yard |
| DS_Raised Intersection | Square Yard |
| DS_Raised Device Delineator | Each |

Measure **DS_Speed Hump**” **DS_Speed Table**”, **DS_Raised Interscction**” areas in place by the unit square yards and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment, MDOT 21 AA aggregate base, compaction effort, concrete, curing compound, forms and materials to complete the work.

Measure **DS_Raised Device Delineator**” are measured in place by the each, and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment, to furnish and install the signs with anchor complete.

Saw cutting and removing exiting pavement will be paid for separately under pay item “**HMA, Any Thickness, Rem.**”

CITY OF ANN ARBOR
DETAIL SPECIFICATION
FOR
PAVEMENT MARKING, SPECIAL

AA: NJB

1 of 1

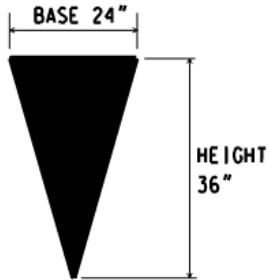
1/15/2025

- a. **Description.** This work consists of installing pavement markings on a prepared substrate in accordance with sections 205 and 806 Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, and this detailed specification. Complete this work in accordance with the dimensions of MDOT Standard Detail Sheet, PAVE-945 D Series pavement marking standard plans, and as directed by the PSAA.
- b. **Materials.** Provide materials in accordance with the standard specifications.
- c. **Construction.** Place the marking material in accordance with this special provision and the manufacturer's recommendations.
- d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item

Pay Unit

| | |
|---|------|
| DS_Pavt Mrkg, Thermo Plastic, Yield Triangle | Each |
| DS_Pavt Mrkg, Polymer Cement, Bike, Large Sym | Each |
| DS_Pavt Mrkg, Polymer Cement Bike Lt Turn Arrow Sym | Each |



DETAIL OF YIELD TRIANGLE
FOR YIELD LINE

NOTES:

1. Install four triangles per lane.
2. Adjust spacing (between 3 to 12 inches) as necessary.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PAVEMENT MARKING, POLYMER CEMENT

AA: NJB

1 of 3

1/15/2025

a. Description.

This work consists of installing a polymer cement surface system (PCSS) on a prepared substrate in accordance with these specifications the plans, and/or as directed by the Engineer. Complete this work in accordance with this special provision, FHWA-MUTCD Interim Approval for Optional Use of Green-Colored Pavement for Bike Lanes (IA-14), PAVE-900 Series pavement marking standard plans, and as shown on the plans, and as directed by the Engineer.

b. Materials.

Provide materials in accordance with the standard specifications and as specified herein.

Select pavement marking material system in the approved FHWA white color for symbols or other colors as specified for use in bike lanes from one of the following or approved equal:

Ennis-Flint PPG., CycleGripMMAX
Pavement Surface Coatings LLC, Endurablend
GAF Materials LLC, StreetBond SB Pro

Ensure all materials are shipped to the job site in sturdy containers plainly marked per section 920 of the Standard Specifications for Construction and the contract.

Provide technical data regarding material type and application rate from the marking manufacturer to the Engineer prior to starting work.

c. Construction.

1. Place the marking material in accordance with this special provision and the manufacturer's recommendations.
2. Surface preparation requirements depend on surface conditions.

Prepare new hot mix asphalt (HMA) surfaces open to traffic for 10 days or less, with no oil drips, residue, debris, or temporary or permanent markings, by cleaning the marking area with compressed air.

PAVEMENT MARKING, POLYMER CEMENT

AA:NJB

2 of 3

1/15/2025

Prepare new Portland cement concrete (PCC) surfaces and PCC surfaces free of oil drips, residue, and debris, temporary, or permanent markings, by removing the curing compound from the area required for pavement markings.

Prepare existing HMA or PCC surfaces that do not have existing markings, but may have oil drip areas, debris, or both, by scarifying the marking area using non-milling grinding teeth or shot blasting. The Engineer will allow the use of water blasting to scarify the marking area on PCC surfaces.

Prepare existing HMA or PCC surfaces with existing markings by completely removing the markings.

Conduct grinding, scarifying, sandblasting, shot blasting, or other operations in such a manner that the finished pavement surface is not damaged and does not exhibit a pattern that will mislead or misdirect the road user. Use vacuum-type equipment or equivalent to collect and contain debris generated by this operation.

When surface preparation is complete, broom the pavement surface, and follow with compressed air cleaning to remove all residue and debris resulting from the preparation work. Control and minimize airborne dust and similar debris generated by surface preparation and cleanup to prevent a hazard to motor vehicle operation or nuisance to adjacent property.

Do not damage transverse and longitudinal joint sealers on HMA and PCC surfaces when performing removal and cleaning work.

Weather Limitations:

Follow manufacturer recommended pavement and air temperatures. Place PCSS only when all the following conditions are met:

- The pavement surface is dry.
- Ambient and substrate temperatures are 50° F and rising and expected to remain above 50° F for 6 hours
- There is no forecast of temperatures below 35° F within 24 hours from the time of placement.
- The weather is not foggy or rainy. When rain appears imminent, all placement operations shall cease, and the work shall not resume until the threat of rain has passed.

When the ambient temperature is below 50° F, but will remain above 40° F during paving and the substrate temperatures are 50° F and rising, place the PCSS with the approval of Engineer and add manufacturer approved accelerators to the mix.

PAVEMENT MARKING, POLYMER CEMENT

AA:NJB

3 of 3

1/15/2025

Take care when placing the PCSS if the substrate temperature exceeds 130° F. Closely monitor application temperatures of the substrate above 130° F for performance during the course of application. Any observable defects occurring as a result of extreme temperature should be cause for immediate halting of placement operations.

Where the ambient paving air temperature is going to exceed 90° F consider use of cold water and ice for the blending operation. Where the provision of cold water or replacing the part of the water requirement with ice is not possible, then use a retarder with the mix.

Curing and Opening to Traffic:

The Contractor shall take care to protect the PCSS surface markings from traffic until the area is sufficiently cured. Curing time will vary depending on ambient and surface temperatures. Do not open the PCSS to traffic until it has reached sufficient compressive strength and vehicular traffic will not damage the surface. Obtain approval for opening from a representative of the manufacturer, the installer, or the Engineer. The Contractor at its expense shall correct any damage to the PCSS surface resulting from failure to protect it or open it to traffic without approval or proper cure.

d. Measurement and Payment.

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

| Pay Item | Pay Unit |
|--|-------------|
| Pavt Mrkg, Polymer Cement Surface, Bike Lane Green | Square Foot |
| Pavt Mrkg, Polymer Cement Surface, Tan | Square Foot |
| Pavt Mrkg, Polymer Cement, Bike, Large Sym | Each |
| Pavt Mrkg, Polymer Cement, Bike, Small Sym | Each |
| Pavt Mrkg, Polymer Cement, Bike _ Arrow Sym | Each |

Removal of curing compound and removal of existing pavement markings will be measured and paid for separately under pay item "Recessing Pavt Mrkg, Transv, SF".

CITY OF ANN ARBOR
DETAIL SPECIFICATION
FOR
PAVEMENT MARKING, SPECIAL

AA: NJB

1 of 2

1/15/2025

- a. Description.** This work consists of installing pavement markings on a prepared substrate in accordance with section 811 Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, and this detailed specification. Complete this work in accordance with the dimensions of MDOT Standard Detail Sheet, PAVE-945 D Series pavement marking standard plans, and as directed by the PSAA.
- b. Materials.** Provide materials in accordance with MDOT Standard Specifications Section 920.
- c. Construction.** Place the marking material in accordance with this special provision and the manufacturer's recommendations.
- d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item

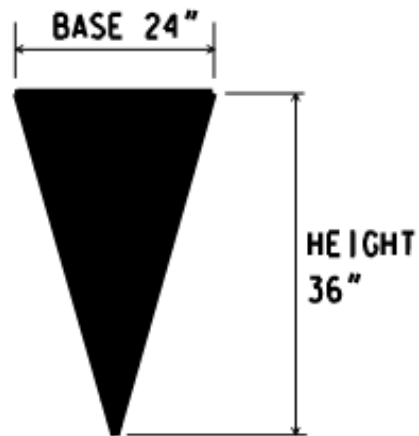
Pay Unit

| | |
|--|------|
| DS_Pavt Mrkg, Thermo Plastic, Yield Triangle | Each |
| DS_Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, Blue | Foot |

Measure **DS_Pavt Mrkg, Thermo Plastic, Yield Triangle** in complete units each, placed and pay for at the contract unit price, which price includes the costs for all labor, equipment and materials necessary to complete the work.

Measure **DS_Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, Blue** in length of feet placed and pay for at the contract unit price, which price includes the costs for all labor, equipment and materials necessary to complete the work.

For Thremo Plastic recessing the pavement will be paid for separately under pay item "Recessing Pavt Mrkg, Transv, SF".



DETAIL OF YIELD TRIANGLE FOR YIELD LINE

NOTES:

1. Install four triangles per lane.
2. Adjust spacing (between 3 to 12 inches) as necessary.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
BIKEWAY DELINEATOR POST

HRC: NBN

1 of 1

4/24/2024

a. Description. This work consists of furnishing and installing all components for the Bikeway Delineator Post as shown on the plans or as directed by the PSAA. The Bikeway Delineator Post shall be in accordance with the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction and as specified herein.

b. Materials. The Contractor shall furnish materials in accordance with Section 807 of the MDOT 2020 Standard Specifications for Construction, except where otherwise noted.

All materials for the Bikeway Delineator Post shall be manufactured by Pexco. The model includes the City Post SM Surface Mount, standard top, sheeting, and all associated hardware that includes, but not limited to, anchor bolts.

The Bikeway Delineator Post shall be 28 inches in height and 3 inches round with the bolt-down design. The color shall be black with white sheeting or yellow with gold sheeting as specified on the plans.

c. Construction. The Bikeway Delineator Post shall be laid out for approval by the PSAA before installation. The Bikeway Delineator Post shall be placed in the roadway, buffer space, bike lane, or cycle track as shown on the plans. The Bikeway Delineator Post shall be installed per manufacturer recommendations.

d. Measurement and Payment. The completed work as measured will be paid for at the contract unit price for the following contract items (pay items):

| Pay Item | Pay Unit |
|---|----------|
| DS_Bikeway Delineator Post Black | Ea |
| DS_Bikeway Delineator Post Yellow | Ea |

DS_Bikeway Delineator Post __ will be measured by the quantity shown on the plans and as specified herein and includes payment for all labor, equipment, and materials required to complete the work. Payment for accessories and mounting hardware required for installation shall not be paid separately but shall be included in the corresponding pay item.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROTECTING AND PRESERVING IRRIGATION SYSTEMS

AA:DD/AMW

1 of 2

01/22/25

- a. Description.** This work shall consist of all labor, materials, and equipment necessary to investigate, locate, save and protect from damage, ensure continued and proper operation during the performance of the project work, re-establish operation as necessary, and, upon completion of all project work, ensure that all existing sprinkler systems located within the project limits, or those affected by the project, are functioning in a satisfactory manner as determined by the Engineer.
- b. Materials.** None specified.
- c. Construction.** The Contractor shall be aware that properties located within the project limits have underground sprinkler systems that irrigate both private property and portions of the public right-of-way. The irrigation systems have been installed by a variety of private installers and may utilize several different materials and/or suppliers of the various components. Portions of the existing irrigation systems have been installed under paved areas, extend into landscaped islands, or may be required to be located within such areas at the conclusion of the project's construction.

The Contractor shall perform the necessary investigations to determine the precise location of the irrigation systems and all affected components prior to the commencement of construction operations. The Contractor shall determine all impacts to the systems that will result pursuant to the project's construction and take all necessary actions to ensure that the sprinkler systems will remain functional during the project's construction. The Contractor shall re-establish the sprinkler systems in such a manner at appropriate intermediate and final project milestones that the original functionality of the system is maintained to the greatest extent possible.

The Contractor shall contact all property owners prior to the commencement of the work to determine the impacts to their irrigation systems and coordinate with them to ensure satisfactory operation of the irrigation systems during construction.

All work shall be approved by the Engineer and the affected property owner(s) at the conclusion of the project's work.

This is an allowance type item. This allowance is not for solving problems caused by the Contractor's neglect, errors, omissions, or other deeds of the Contractor's own fault. Protecting existing irrigation systems where it is not necessary to remove it to complete the work is included in the contract unit price for the pay item **General Conditions, Max \$_____**.

The Contractor is required to present a detailed scope of work and detailed costs for any work contemplated under the irrigation system allowance to the Engineer. No work is to begin until scope and costs have been finalized and approved by the Engineer in writing.

Thereafter, if the approved price for this work is more or less than the allowance amount in the Contract, the Contract Price shall be adjusted accordingly by Change Order. The payment shall be made on the basis of the actual approved amount without additional charge or markups for overhead, insurances, bonds, or any other incidental expenses. The Contractor shall be responsible for all coordination involved and for the timely completion of the work to fit their schedule.

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

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROTECTING AND PRESERVING IRRIGATION SYSTEMS

AA:DD/AMW

2 of 2

01/22/25

Pay Item

Pay Unit

DS_Irrigation System, Allowance.....Dollar

The approved price for this item shall include all labor, material, and equipment costs required to complete the work. This payment will be processed when invoices are received and will not exceed the allowance.

ATTACHMENT B
GENERAL DECLARATIONS

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered 1,2,3, 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 12th DAY OF February, 2025

Cadillac Asphalt

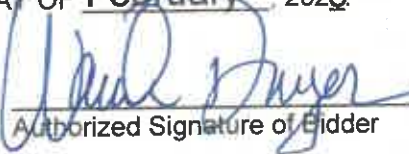
Bidder's Name

857 S. Wagner Rd
Ann Arbor, MI 48103

Official Address

(734) 216-7006

Telephone Number


Authorized Signature of Bidder

Wanda Dwyer

(Print Name of Signer Above)

Wanda.Dwyer@CadillacAsphalt.com

Email Address for Award Notice

ATTACHMENT C
LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

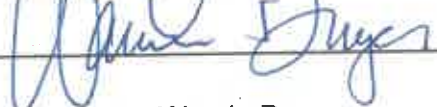
NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of Michigan whom Wanda Dwyer bearing the title of Estimator/Agent whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

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

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

Authorized Official

 Date February 12, 2025
(Print) Name Wanda Dwyer Title Estimator / Agent

Company: Cadillac Asphalt

Address: 857 S. Wagner Rd
Ann Arbor, MI 48103

Contact Phone (734) 216-7006 Fax () n/a

Email Wanda.Dwyer@CadillacAsphalt.com

ATTACHMENT D
PREVAILING WAGE DECLARATION OF COMPLIANCE

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

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

The Contractor agrees:

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

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

Cadillac Asphalt

Company Name

Signature of Authorized Representative

Wanda Dwyer, Estimator/Agent

Date

Print Name and Title

857 S. Wagner Rd, Ann Arbor, MI 48103

Address, City, State, Zip

(734) 216-7006

Phone/Email address

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

ATTACHMENT E
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$16.43/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$18.32/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

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

Cadillac Asphalt
Company Name

Signature of Authorized Representative

Wanda Dwyer, Estimator/Agent

Print Name and Title

857 S. Wagner Rd

Street Address

Ann Arbor, MI 48103

City, State, Zip

(734)216-7006 Wanda.Dwyer@CadillacAsphalt.com

Phone/Email address

Attachment F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

\$16.43 per hour

If the employer provides health care benefits*

\$18.32 per hour

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

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

ENFORCEMENT

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

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

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

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

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



ATTACHEMENT G

Vendor Conflict of Interest Disclosure Form


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

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

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

| Conflict of Interest Disclosure* | |
|---|---|
| Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest. | <input type="checkbox"/> Relationship to employee |
| | <input type="checkbox"/> Interest in vendor's company |
| | <input type="checkbox"/> Other (please describe in box below) |
| n/a NO RELATIONSHIPS | |

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

| I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below: | | |
|---|---------|--|
| Cadillac Asphalt | | (734)216-7006 |
| Vendor Name | | Vendor Phone Number |
|  | 2/10/25 | Wanda Dwyer, Estimator/Agent |
| Signature of Vendor Authorized Representative | Date | Printed Name of Vendor Authorized Representative |

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

ATTACHMENT H

DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

Cadillac Asphalt

Company Name

Wanda Dwyer
Signature of Authorized Representative

2/10/25
Date

Wanda Dwyer, Estimator/Agent

Print Name and Title

857 S. Wagner Rd, Ann Arbor, MI 48103

Address, City, State, Zip

(734)216-7006 Wanda.Dwyer@CadillacAsphalt.com

Phone/Email Address

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

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

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

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

Date _____

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

do hereby state:

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

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

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

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

APPENDIX

"General Decision Number: MI20250001 01/03/2025

Superseded General Decision Number: MI20240001

State: Michigan

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

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

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

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

Modification Number Publication Date
0 01/03/2025

CARP0004-004 06/01/2019

REMAINDER OF STATE

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

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| CARPENTER (Piledriver)..... | \$ 30.50 | 27.28 |
| ----- | | |
| ELEC0017-005 06/01/2024 | | |

STATEWIDE

| | Rates | Fringes |
|---|----------|----------|
| Line Construction | | |
| Groundman/Driver..... | \$ 32.00 | 33%+7.31 |
| Journeyman Signal Tech, Communications Tech, Tower | | |
| Tech & Fiber Optic Splicers.. | \$ 47.35 | 33%+7.31 |
| Journeyman Specialist..... | \$ 54.45 | 33%+7.31 |
| Operator A..... | \$ 40.09 | 33%+7.31 |
| Operator B..... | \$ 37.46 | 33%+7.31 |

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

ENGI0324-003 06/01/2024

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

| | Rates | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment (Steel Erection) | | |
| GROUP 1..... | \$ 55.42 | 25.25 |
| GROUP 2..... | \$ 56.42 | 25.25 |
| GROUP 3..... | \$ 53.92 | 25.25 |
| GROUP 4..... | \$ 54.92 | 25.25 |
| GROUP 5..... | \$ 52.42 | 25.25 |
| GROUP 6..... | \$ 53.42 | 25.25 |

| | | |
|---------------|----------|-------|
| GROUP 7..... | \$ 52.15 | 25.25 |
| GROUP 8..... | \$ 53.15 | 25.25 |
| GROUP 9..... | \$ 51.70 | 25.25 |
| GROUP 10..... | \$ 52.70 | 25.25 |
| GROUP 11..... | \$ 50.97 | 25.25 |
| GROUP 12..... | \$ 51.97 | 25.25 |
| GROUP 13..... | \$ 50.61 | 25.25 |
| GROUP 14..... | \$ 51.61 | 25.25 |
| GROUP 15..... | \$ 49.97 | 25.25 |
| GROUP 16..... | \$ 46.77 | 25.25 |
| GROUP 17..... | \$ 32.29 | 12.40 |
| GROUP 18..... | \$ 35.78 | 25.25 |

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

 ENGI0324-004 06/01/2024

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

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

| | Rates | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment (Steel Erection) | | |
| AREA 1 | | |
| GROUP 1..... | \$ 55.02 | 25.25 |
| GROUP 2..... | \$ 52.15 | 25.25 |
| GROUP 3..... | \$ 50.61 | 25.25 |
| GROUP 4..... | \$ 46.77 | 25.25 |
| GROUP 5..... | \$ 32.29 | 12.40 |
| GROUP 6..... | \$ 35.78 | 25.25 |
| AREA 2 | | |
| GROUP 1..... | \$ 55.02 | 25.25 |
| GROUP 2..... | \$ 52.15 | 24.25 |
| GROUP 3..... | \$ 50.61 | 25.25 |
| GROUP 4..... | \$ 46.77 | 25.25 |
| GROUP 5..... | \$ 32.29 | 12.40 |
| GROUP 6..... | \$ 35.78 | 25.25 |

FOOTNOTES:

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

ENGI0324-005 09/01/2024

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

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

OPERATOR: Power Equipment
(Underground construction
(including sewer))

AREA 1:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 43.48 | 25.25 |
| GROUP 2..... | \$ 38.75 | 25.25 |
| GROUP 3..... | \$ 38.02 | 25.25 |
| GROUP 4..... | \$ 37.45 | 25.25 |
| GROUP 5..... | \$ 27.85 | 12.10 |

AREA 2:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 43.48 | 25.25 |
| GROUP 2..... | \$ 38.75 | 25.25 |
| GROUP 3..... | \$ 38.02 | 25.25 |
| GROUP 4..... | \$ 37.45 | 25.25 |
| GROUP 5..... | \$ 27.85 | 12.10 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

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

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in.

discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

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

Group 5: Fire Person, Oiler

ENGI0324-006 06/01/2024

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Power equipment operators:
(AIRPORT, BRIDGE & HIGHWAY
CONSTRUCTION)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 43.71 | 25.25 |
| GROUP 2..... | \$ 42.56 | 25.25 |
| GROUP 3..... | \$ 35.83 | 25.25 |
| GROUP 4..... | \$ 35.27 | 25.25 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Paver Operator (5 bags or more); Slip Form Paver; Asphalt Paver (self propelled); Shovel (Excavator) installing utilities over 20 feet in depth.

Group 2: Asphalt plant operator; crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel (Excavator) operator; Locomotive operator; Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom

tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt planner (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete); tractor operator (farm type with attachment); Wagon Drill operator; Boom or winch hoist truck operator.

GROUP 3: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Grease Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm); End Loader operator (1 yard Capacity and over); Side boom tractor (type D or equivalent or larger; Endloader operator *under 1 yard capacity; Trencher (service).

GROUP 4: Boiler fire tender; Concrete Breaker; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Roller operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier operator (asphalt); Vibratory compaction equipment operator (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid steer.

 ENGI0324-007 05/01/2024

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

| | Rates | Fringes |
|--|----------|---------|
| OPERATOR: Power Equipment (Steel Erection) | | |
| Compressor, welder and forklift..... | \$ 40.90 | 25.00 |
| Crane operator, main boom & jib 120' or longer..... | \$ 47.37 | 25.00 |
| Crane operator, main boom & jib 140' or longer..... | \$ 47.37 | 24.60 |
| Crane operator, main boom & jib 220' or longer..... | \$ 48.26 | 25.00 |
| Mechanic with truck and tools..... | \$ 46.50 | 25.00 |
| Oiler and fireman..... | \$ 39.96 | 25.00 |
| Regular operator..... | \$ 44.72 | 25.00 |

 ENGI0324-008 10/01/2023

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

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

| | Rates | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment (Sewer Relining) | | |
| GROUP 1..... | \$ 37.37 | 15.44 |
| GROUP 2..... | \$ 35.33 | 15.44 |

SEWER RELINING CLASSIFICATIONS

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

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

ENGI0325-012 05/01/2024

| | Rates | Fringes |
|--|----------|---------|
| Power equipment operators - gas distribution and duct installation work: | | |
| GROUP 1..... | \$ 37.98 | 25.25 |
| GROUP 2..... | \$ 34.75 | 25.25 |

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

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

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

IRON0008-007 06/01/2024

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

| | Rates | Fringes |
|--|----------|---------|
| Ironworker - pre-engineered metal building erector..... | \$ 23.70 | 6.95 |
| IRONWORKER | | |
| General contracts | | |
| \$10,000,000 or greater..... | \$ 39.91 | 32.32 |
| General contracts less | | |
| than \$10,000,000..... | \$ 39.91 | 32.32 |

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

IRON0025-002 06/01/2024

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

| | Rates | Fringes |
|---|----------|---------|
| Ironworker - pre-engineered metal building erector | | |
| ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:.. | \$ 35.55 | 33.14 |
| Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne... | \$ 25.81 | 26.43 |
| IRONWORKER | | |
| Ornamental and Structural... | \$ 34.50 | 38.44 |
| Reinforcing..... | \$ 33.43 | 37.15 |

IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

| Rates | Fringes |
|-------|---------|
|-------|---------|

IRONWORKER

| | | |
|-------------------------------------|----------|-------|
| Pre-engineered metal buildings..... | \$ 23.59 | 19.35 |
| All other work..... | \$ 33.00 | 27.20 |

IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

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

LAB00005-006 10/01/2022

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

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

| | | |
|---|-------------|-------|
| Levels A, B or C..... | \$ 17.45 ** | 12.75 |
| class b..... | \$ 18.64 | 12.90 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | | |
| Also, Level D..... | \$ 16.45 ** | 12.75 |
| class a..... | \$ 17.64 ** | 12.90 |

Zone 10

Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)

| | | |
|---|----------|-------|
| Levels A, B or C..... | \$ 25.18 | 12.90 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | | |
| Also, Level D..... | \$ 22.58 | 12.90 |

Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)

| | |
|---|-------|
| Levels A, B or C.....\$ 21.88 | 13.26 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | |
| Also, Level D.....\$ 20.80 | 12.90 |
| Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8) | |
| Levels A, B or C.....\$ 23.74 | 12.95 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | |
| Also, Level D.....\$ 20.80 | 12.90 |
| Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6) | |
| Levels A, B or C.....\$ 26.33 | 12.95 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | |
| Also, Level D.....\$ 24.64 | 12.90 |
| Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7) | |
| Levels A, B or C.....\$ 24.20 | 13.80 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | |
| Also, Level D.....\$ 23.20 | 13.80 |
| Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWE COUNTY - Zone 4) | |
| Levels A, B or C.....\$ 27.13 | 14.95 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | |
| Also, Level D.....\$ 24.17 | 12.90 |
| Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3) | |
| Levels A, B or C.....\$ 29.93 | 14.20 |
| Work performed in conjunction with site | |

| | |
|---|-------|
| preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 28.93 | 14.20 |
| Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1) | |
| Levels A, B or C.....\$ 29.93 | 16.90 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 28.93 | |
| | 16.90 |
| Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4) | |
| Levels A, B or C.....\$ 31.75 | 14.90 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 31.75 | |
| | 14.90 |
| Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2) | |
| Level A, B, C.....\$ 29.93 | 16.90 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 28.93 | |
| | 16.90 |
| Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5) | |
| Levels A, B or C.....\$ 26.21 | 16.62 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 24.75 | |
| | 16.35 |

LAB00259-001 09/01/2024

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Laborers - tunnel, shaft and
caisson:

AREA 1

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 27.86 | 22.11 |
| GROUP 2..... | \$ 29.86 | 22.11 |
| GROUP 3..... | \$ 25.86 | 22.11 |
| GROUP 4..... | \$ 23.97 | 16.93 |
| GROUP 5..... | \$ 24.22 | 16.93 |
| GROUP 6..... | \$ 24.55 | 16.93 |
| GROUP 7..... | \$ 17.83 | 16.93 |

AREA 2

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 30.00 | 17.45 |
| GROUP 2..... | \$ 32.00 | 17.45 |
| GROUP 3..... | \$ 28.00 | 17.45 |
| GROUP 4..... | \$ 29.57 | 16.93 |
| GROUP 5..... | \$ 25.76 | 16.93 |
| GROUP 6..... | \$ 26.07 | 16.93 |
| GROUP 7..... | \$ 25.57 | 16.93 |

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

TUNNEL LABORER CLASSIFICATIONS

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

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

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

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

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

GROUP 6: Dynamite and powder

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

LAB00334-001 09/01/2024

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Laborers - open cut:

ZONE 1 - MACOMB, OAKLAND

AND WAYNE COUNTIES:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 27.71 | 22.11 |
| GROUP 2..... | \$ 29.71 | 22.11 |
| GROUP 3..... | \$ 25.87 | 22.11 |
| GROUP 4..... | \$ 23.71 | 16.72 |
| GROUP 5..... | \$ 24.17 | 16.72 |
| GROUP 6..... | \$ 22.00 | 16.72 |
| GROUP 7..... | \$ 17.84 | 16.72 |

ZONE 2 - LIVINGSTON COUNTY

(east of M-151 (Oak Grove

Rd.)); MONROE AND

WASHTENAW COUNTIES:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.65 | 17.45 |
| GROUP 2..... | \$ 31.65 | 17.45 |
| GROUP 3..... | \$ 27.65 | 17.45 |
| GROUP 4..... | \$ 25.10 | 16.72 |
| GROUP 5..... | \$ 25.25 | 16.72 |
| GROUP 6..... | \$ 22.55 | 16.72 |
| GROUP 7..... | \$ 22.11 | 16.72 |

ZONE 3 - CLINTON, EATON,

GENESEE, HILLSDALE AND

INGHAM COUNTIES; IONIA

COUNTY (City of Portland);

JACKSON, LAPEER AND

LENAWEE COUNTIES;

LIVINGSTON COUNTY (west of

M-151 Oak Grove Rd.);

SANILAC, ST. CLAIR AND

SHIAWASSEE COUNTIES:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 27.84 | 17.45 |
| GROUP 2..... | \$ 29.84 | 17.45 |
| GROUP 3..... | \$ 25.84 | 17.45 |
| GROUP 4..... | \$ 23.30 | 16.72 |
| GROUP 5..... | \$ 23.44 | 16.72 |
| GROUP 6..... | \$ 20.74 | 16.72 |
| GROUP 7..... | \$ 22.23 | 16.72 |

ZONE 4 - ALCONA, ALLEGAN,

ALPENA, ANTRIM, ARENAC,

BARRY, BAY, BENZIE,

BERRIEN, BRANCH,

CALHOUN, CASS, CHARLEVOIX,

CHEBOYGAN, CLARE,

CRAWFORD, EMMET,

GLADWIN, GRAND TRAVERSE,

GRATIOT AND HURON

COUNTIES; IONIA COUNTY

(EXCEPT THE CITY OF

PORTLAND); IOSCO,

ISABELLA, KALAMAZOO,

KALKASKA, KENT,

LAKE, LEELANAU, MANISTEE,

MASON, MECOSTA, MIDLAND,

MISSAUKEE, MONTCALM,

MONTMORENCY, MUSKEGON,

NEWAYGO, OCEANA, OGEMAW,

OSCEOLA, OSCODA, OTSEGO,

OTTAWA, PRESQUE ISLE,

ROSCOMMON, SAGINAW, ST.

JOSEPH, TUSCOLA, VAN BUREN

AND WEXFORD COUNTIES:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 26.32 | 17.95 |
| GROUP 2..... | \$ 28.32 | 17.95 |
| GROUP 3..... | \$ 24.32 | 17.95 |
| GROUP 4..... | \$ 22.33 | 16.72 |
| GROUP 5..... | \$ 22.45 | 16.72 |
| GROUP 6..... | \$ 19.67 | 16.72 |
| GROUP 7..... | \$ 22.30 | 16.72 |

ZONE 5 - ALGER, BARAGA,
CHIPPEWA, DELTA,
DICKINSON, GOGEBIC,
HOUGHTON, IRON,
KEWEENAW, LUCE, MACKINAC,
MARQUETTE, MENOMINEE,
ONTONAGON AND SCHOOLCRAFT
COUNTIES:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 26.09 | 18.45 |
| GROUP 2..... | \$ 28.09 | 18.45 |
| GROUP 3..... | \$ 24.09 | 18.45 |
| GROUP 4..... | \$ 22.56 | 16.72 |
| GROUP 5..... | \$ 22.64 | 16.72 |
| GROUP 6..... | \$ 19.99 | 16.72 |
| GROUP 7..... | \$ 22.45 | 16.72 |

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

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

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

GROUP 4: Trench or excavating grade person

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

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

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

LAB00465-001 06/01/2024

LABORER: Highway, Bridge and Airport Construction

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

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

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

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

| | Rates | Fringes |
|------------------|----------|---------|
| LABORER (AREA 1) | | |
| GROUP 1..... | \$ 34.01 | 14.45 |
| GROUP 2..... | \$ 34.14 | 14.45 |
| GROUP 3..... | \$ 34.32 | 14.45 |
| GROUP 4..... | \$ 34.40 | 14.45 |
| GROUP 5..... | \$ 34.61 | 14.45 |
| GROUP 6..... | \$ 34.91 | 14.45 |
| LABORER (AREA 2) | | |
| GROUP 1..... | \$ 31.87 | 14.45 |
| GROUP 2..... | \$ 32.07 | 14.45 |
| GROUP 3..... | \$ 32.31 | 14.45 |
| GROUP 4..... | \$ 32.66 | 14.45 |
| GROUP 5..... | \$ 32.53 | 14.45 |
| GROUP 6..... | \$ 32.87 | 14.45 |
| LABORER (AREA 3) | | |
| GROUP 1..... | \$ 31.12 | 14.45 |
| GROUP 2..... | \$ 31.33 | 14.45 |
| GROUP 3..... | \$ 31.62 | 14.45 |
| GROUP 4..... | \$ 32.06 | 14.45 |
| GROUP 5..... | \$ 31.68 | 14.45 |

| | | |
|------------------|----------|-------|
| GROUP 6..... | \$ 32.11 | 14.45 |
| LABORER (AREA 4) | | |
| GROUP 1..... | \$ 32.02 | 14.45 |
| GROUP 2..... | \$ 31.73 | 14.45 |
| GROUP 3..... | \$ 32.52 | 14.45 |
| GROUP 4..... | \$ 32.96 | 14.45 |
| GROUP 5..... | \$ 32.58 | 14.45 |
| GROUP 6..... | \$ 33.01 | 14.45 |

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

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

LAB01076-005 04/01/2024

MICHIGAN STATEWIDE

| | Rates | Fringes |
|-----------------------------|----------|---------|
| LABORER (DISTRIBUTION WORK) | | |
| Zone 1..... | \$ 27.16 | 13.45 |
| Zone 2..... | \$ 25.42 | 13.45 |
| Zone 3..... | \$ 23.55 | 13.45 |

| | | |
|-------------|----------|-------|
| Zone 4..... | \$ 22.92 | 13.45 |
| Zone 5..... | \$ 22.95 | 13.45 |

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

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

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

PAIN0022-002 07/01/2008

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

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

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

PAIN0312-001 06/01/2018

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PAINTER

| | | |
|------------------------|----------|-------|
| Brush and roller..... | \$ 23.74 | 13.35 |
| Spray, Sandblast, Sign | | |
| Painting..... | \$ 24.94 | 13.35 |

PAIN0845-003 05/10/2018

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--------------|----------|-------|
| PAINTER..... | \$ 25.49 | 13.74 |
|--------------|----------|-------|

PAIN0845-015 05/10/2018

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--------------|----------|-------|
| PAINTER..... | \$ 25.49 | 13.74 |
|--------------|----------|-------|

PAIN0845-018 05/10/2018

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--------------|----------|-------|
| PAINTER..... | \$ 25.49 | 13.74 |
|--------------|----------|-------|

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

PAIN1011-003 06/02/2022

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

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.66 | 14.99 |

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

PAIN1474-002 06/01/2010

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

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

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

PAIN1803-003 06/01/2024

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

| | Rates | Fringes |
|--|----------|---------|
| PAINTER Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants..... | \$ 29.35 | 19.05 |

All other work, including
maintenance of industrial
plant.....\$ 29.35 19.05

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

PLAS0514-001 06/01/2023

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

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

| | Rates | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER | | |
| ZONE 1..... | \$ 33.00 | 18.51 |
| ZONE 2..... | \$ 31.50 | 18.51 |

PLUM0190-003 05/01/2015

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

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

TEAM0007-004 06/01/2024

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

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

| | Rates | Fringes |
|--|----------|-----------|
| TRUCK DRIVER | | |
| AREA 1 | | |
| Euclids, double bottoms and lowboys..... | \$ 32.55 | .75 + a+b |
| Trucks under 8 cu. yds..... | \$ 32.30 | .75 + a+b |
| Trucks, 8 cu. yds. and over..... | \$ 32.40 | .75 + a+b |
| AREA 2 | | |
| Euclids, double bottoms and lowboys..... | \$ 32.65 | .75 + a+b |
| Trucks under 8 cu. yds..... | \$ 32.40 | .75 + a+b |
| Trucks, 8 cu. yds. and over..... | \$ 32.50 | .75 + a+b |

Footnote:

a. \$470.70 per week

b. \$68.70 daily

TEAM0247-004 04/01/2013

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

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

| | Rates | Fringes |
|----------------|----------|---------|
| Sign Installer | | |
| AREA 1 | | |
| GROUP 1..... | \$ 21.78 | 11.83 |
| GROUP 2..... | \$ 25.27 | 11.8375 |
| AREA 2 | | |

| | | |
|--------------|----------|---------|
| GROUP 1..... | \$ 22.03 | 11.83 |
| GROUP 2..... | \$ 25.02 | 11.8375 |

FOOTNOTE:

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

SIGN INSTALLER CLASSIFICATIONS:

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

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

TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

TRUCK DRIVER (Underground construction)

AREA 1

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 23.82 | 19.04 |
| GROUP 2..... | \$ 23.91 | 19.04 |
| GROUP 3..... | \$ 24.12 | 19.04 |

AREA 2

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 24.12 | 19.04 |
| GROUP 2..... | \$ 24.26 | 19.04 |
| GROUP 3..... | \$ 24.45 | 19.04 |

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

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

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

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

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

 SUMI2002-001 05/01/2002

| | Rates | Fringes |
|--|-------------|---------|
| FLAG PERSON..... | \$ 10.10 ** | 0.00 |
| LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).... | \$ 22.89 | 13.45 |
| LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)..... | \$ 20.19 | 13.45 |
| Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1..... | \$ 30.52 | 13.45 |
| Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2..... | \$ 27.47 | 13.45 |
| Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1..... | \$ 26.92 | 13.45 |
| Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2..... | \$ 24.23 | 13.45 |

WORK CLASSIFICATIONS:

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

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

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

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination

- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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END OF GENERAL DECISION"