

CITY OF ANN ARBOR  
INVITATION TO BID



**Wetland Mitigation at Leslie Park Golf Course**

ITB No. 4591

Due Date: Tuesday, July 23, 2019 at 2:00 p.m. (Local Time)

Public Services Area / Engineering

Issued By:

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

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

## **NOTICE OF PRE-BID CONFERENCE**

A pre-bid conference for this project will be held on **Thursday, July 11, 2019** at 2:00 p.m. at **4<sup>th</sup> Floor Conference Room, Ann Arbor City Hall**.

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



**AIA**<sup>®</sup>

# Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**Erie Construction, LLC  
22051 Commerce Drive  
Woodhaven, MI 48183**

**OWNER:**

*(Name, legal status and address)*

**City of Ann Arbor, Procurement Unit  
301 East Huron Street  
Ann Arbor, MI 48107**

**BOND AMOUNT: Five Percent (5%) of Amount Bid**

**SURETY:**

*(Name, legal status and principal place of business)*

**Nationwide Mutual Insurance Company  
One West Nationwide Blvd., 1-04-701  
Columbus, OH 43215-2220**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**Wetland Mitigation at Leslie Park Golf Course**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July, 2019

*(Witness)*

*(Witness)*

**Erie Construction, LLC**

*(Principal)*

*(Seal)*

**JULY M. PETIT, PRESIDENT  
Nationwide Mutual Insurance Company**

*(Surety)*

*(Seal)*

*(Title)*

**Susan L Small, Attorney-in-Fact**

Init.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JEFFREY A. CHANDLER KATHLEEN M. IRELAN ALAN P. CHANDLER WENDY L. HINGSON  
ROBERT TROBEC IAN J. DONALD SUSAN L. SMALL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**TEN MILLION and NO/100 DOLLARS**

**\$10,000,000.00**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio  
Notary Public, State of New York  
No. 02DE6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 23<sup>rd</sup> day of July 2019

Assistant Secretary

## INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered NONE, 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 23 DAY OF JULY, 2019

ERIE CONSTRUCTION LLC  
Bidder's Name

  
Authorized Signature of Bidder

22051 COMMERCE DR  
Official Address WOODHAVEN MI 48183

JODY M. PETIT, PRESIDENT  
(Print Name of Signer Above)

734-676-8689  
Telephone Number

JPETIT@ERIECONSTRUCTIONLLC.COM  
Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of \_\_\_\_\_, 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 JOY M. PETIT bearing the title of PRESIDENT 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 \_\_\_\_\_, 201\_\_

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_



## BID FORM

### Section 1 – Schedule of Prices

ITEM	SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	02000	Mobilization	1	Lump Sum	\$ 28800. <sup>00</sup>	\$ 28800. <sup>00</sup>
2	02010	Site General Provisions	1	Lump Sum	\$ 8000. <sup>00</sup>	\$ 8000. <sup>00</sup>
3	02230	Site Clearing	1	Lump Sum	\$ 3000. <sup>00</sup>	\$ 3000. <sup>00</sup>
4	02310	Earthwork	1	Lump Sum	\$ 17000. <sup>00</sup>	\$ 17000. <sup>00</sup>
5	02320	Upland Buffer Stabilization with Seeding	0.50	Acres	\$ 16000. <sup>00</sup>	\$ 8000. <sup>00</sup>
6	02370	Soil Erosion and Sediment Control	1	Lump Sum	\$ 3500. <sup>00</sup>	\$ 3500. <sup>00</sup>
7	02610	Water Control Structure	1	Lump Sum	\$ 1200. <sup>00</sup>	\$ 1200. <sup>00</sup>
8	02920	Wetland Seeding	0.52	Acres	\$ 7800. <sup>00</sup>	\$ 4056. <sup>00</sup>
9	02930	Vegetative Establishment and Invasive Species Control	1	Lump Sum	\$ 6000. <sup>00</sup>	\$ 6000. <sup>00</sup>
						\$ 79 556. <sup>00</sup>

ESTIMATED TOTAL

BF-1

# BID FORM

## Section 2 – Material, Equipment and Environmental Alternates

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

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

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

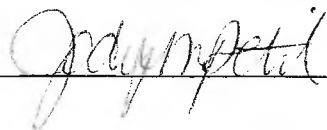
<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
--------------------	--------------------	--------------------------

NONE

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

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

Signature of Authorized Representative of Bidder



Date 7/23/19

# BID FORM

## Section 3 - Time Alternate

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

NONE

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

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

Signature of Authorized Representative of Bidder



Date 7/23/19

# BID FORM

## Section 4 - Major Subcontractors

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

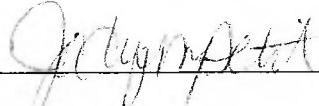
Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

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

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
NONE		

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

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

Signature of Authorized Representative of Bidder  Date 7/23/19

# BID FORM

## Section 5 – References

Include a minimum of \_\_\_ reference from similar project completed within the past \_\_\_ years.

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

1) HURD/VIVIAN RD \$187,736 2018  
Project Name Cost Date Constructed

MICHAEL SMITH 734-240-5100  
Contact Name Phone Number

2) MDOT - 50 ACRES \$1,189,867 2019  
Project Name WETLAND Cost Date Constructed  
MITIGATION

JASON MARQUARDT 269-926-4565  
Contact Name Phone Number

3) MDOT - CULVERT REPLACEMENT \$975,970 2018  
Project Name Cost Date Constructed

CRAIG HEIDELBERG 810-225-2617  
Contact Name Phone Number

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

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

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

The Contractor agrees:

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

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

ERIE CONSTRUCTION LLC

Company Name

Jody M. Petit 7/23/19

Signature of Authorized Representative

Date

JODY M. PETIT, PRESIDENT

Print Name and Title

22051 COMMERCE DR WOODHAVEN MI 48183

Address, City, State, Zip

7346768689 JPETIT@ERIECONSTRUCTIONLLC.COM

Phone/Email address

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

**CITY OF ANN ARBOR**  
**LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.61/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.18/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

<b>Check the applicable box below which applies to your workforce</b>	
<input checked="" type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
<input type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

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

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

ERIE CONSTRUCTION LLC  
 Company Name

22051 COMMERCE DRIVE  
 Street Address

Jody M. Petit 7/23/19  
 Signature of Authorized Representative Date

WOODHAVEN MI 48183  
 City, State, Zip

JODY M. PETIT, PRESIDENT  
 Print Name and Title

7346768689 JPETIT@ERIECONSTRUCTIONLLC.COM  
 Phone/Email address



**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:

<b>Conflict of Interest Disclosure*</b>	
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)
<b>NONE</b>	

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

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
<b>ERIE CONSTRUCTION LLC</b>	<b>734-676-8689</b>	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
	<b>7/23/19</b>	<b>JUDY M. PETIT, PRESIDENT</b>
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

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



**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

ERIE CONSTRUCTION LLC

Company Name

Jody M. Petit

Signature of Authorized Representative

7/23/19

Date

JODY M. PETIT, PRESIDENT

Print Name and Title

22051 COMMERCE DR WOODHAVEN MI 48183

Address, City, State, Zip

734-676-8689 JPETIT@ERIECONSTRUCTIONLLC.COM

Phone/Email Address

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

# CONTRACT

THIS AGREEMENT is made on the 3rd day of September, 2019 between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 (“City”) and Erie Construction, LLC (“Contractor”) a Michigan corporation, 22051 Commerce Drive, Woodhaven, MI.

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 **ITB No. 4591 – Wetland Mitigation at Leslie Park Golf Course** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Non-discrimination and Living Wage  
Declaration of Compliance Forms (if  
applicable)  
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 **Engineering**

Project means **ITB No. 4591 – Wetland Mitigation at Leslie Park Golf Course**

## ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within the scheduling requirements as specified in Detailed Specifications.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$ 150 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

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

*Choose one only.*

- (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:

Seventy Nine Thousands, Five Hundred Fifty Six Dollars (\$79,556.00)

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

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

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

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

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

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

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

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

**ARTICLE VIII - Notice**

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

**ARTICLE IX - Indemnification**

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

**ARTICLE X - Entire Agreement**

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

**FOR CONTRACTOR**

By \_\_\_\_\_

Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Howard Lazarus, City Administrator

[signatures continue on next page]

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

**Approved as to form and content**

---

Stephen K. Postema, City Attorney

**PERFORMANCE BOND**

(1) \_\_\_\_\_ of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for

\$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written Contract with the City dated \_\_\_\_\_, 201\_, for: \_\_\_\_\_ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the Contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
(Name of Surety Company)

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

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

Approved as to form:

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

\_\_\_\_\_  
(Name of Principal)

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

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

Name and address of agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LABOR AND MATERIAL BOND**

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

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
(Name of Surety Company)  
By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Title of Office)

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

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

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

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

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

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

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

Adequate sanitary facilities shall be provided by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 12 - Superintendence**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 16 - Progress Payments**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

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

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

## **Section 30 - Damage Claims**

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

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

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

## **Section 32 - Assignment**

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

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

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

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

## **Section 34 - Subcontracts**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 39 - Cleaning Up**

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

## **Section 40 - Salvage**

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

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

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

## **Section 42 - Sales Taxes**

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

## Section 43

### CONTRACTOR'S DECLARATION

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

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

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

Past due invoices, if any, are listed below.



## **STANDARD SPECIFICATIONS**

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

Standard Specifications are available online:

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



**DETAILED SPECIFICATIONS**

**DETAILED SPECIFICATION  
FOR  
PROJECT SCHEDULE**

1 of 2

**DESCRIPTION**

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

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

1. The Contractor shall begin the work of this project on or before **October 7, 2019**, and only upon receipt of the fully executed Contract and Notice to Proceed. Appropriate time extensions shall be granted if the Notice to Proceed is delayed beyond this date.
2. The entirety of work under this Contract, including but not limited to mobilization, construction of temporary access road, site preparation, grading and planting, installation of water control structure; placement and removal of any and all traffic control devices; and the installation/maintenance of the needed temporary soil erosion and sedimentation control devices, shall be completed by the Final Completion date of **October 25, 2029**.

The Contractor is expected to be furnished with two (2) copies of the Contract, for his/her execution, on or before **September 17, 2019**. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance Certificate, to the City within ten (10) days. The Contractor shall not begin the work before the applicable date(s) as describes herein without approval from the Project Engineer, and in no case before the receipt of the fully executed Contract.

Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel and equipment and work throughout all authorized hours to complete the project within the specified time/date of this Contract. Should the Contractor demonstrate that work must occur on Sundays in order to maintain the project schedule, they may do so between the hours of 9:00 a.m. and 5:00 p.m. with prior approval from the City. The Contractor will submit authorization requests for any Sunday work a minimum of three working days in advance of the day of the proposed work. There will be no additional compensation due to the Contractor for work performed on Sundays.

Prior to the start of any construction, the Contractor shall submit a detailed progress schedule of work for the Engineer's review and approval. Work shall not start until a schedule is approved in writing by the Engineer. The Contractor shall update the approved work schedule upon request by the Engineer and present it to the Engineer within seven days of said request.

The Engineer may delay or stop the work due to threatening weather conditions. The Contractor shall not be compensated for unused materials or downtime due to rain, or the threat of rain. The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the rain.

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**DETAILED SPECIFICATION  
FOR  
PROJECT SCHEDULE**

**2 of 2**

The Contractor shall not work in the dark except as approved by the Engineer and only when lighting for night work is provided as detailed elsewhere in this contract. The Engineer may stop the work, or may require the Contractor to defer certain work to another day, if, in the Engineer's opinion, the work cannot be completed within the remaining daylight hours, or if inadequate daylight is present to either properly perform or inspect the work. The Contractor will not be compensated for unused materials or downtime, when delays or work stoppages are directed by the Engineer for darkness and/or inadequate remaining daylight reasons. The Contractor is solely responsible for repairing all damages to the work and to the site, including road infrastructures, road subgrades, and any adjacent properties, which are caused as a result of working in the dark.

No work shall be performed or lane closures permitted during the holiday periods, as defined by the Engineer.

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$150.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond any "Complete Work" date for each location, and beyond the overall project completion date as required by this Detailed Specification.

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

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

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

**1 of 1**

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

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

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

The following Utility Owners, and others not listed specifically, may have overhead and/or underground facilities located within the Right-of-Way/Public Easements:

The City of Ann Arbor  
University of Michigan (UM)  
Michigan Department of Transportation (MDOT)  
AT&T  
Comcast  
DTE Energy - Detroit Edison Company (Edison)  
DTE Energy - Michigan Consolidated Gas Company (Michcon)  
Fiber Link Inc.  
Light Core (Century Tel)  
MCI Communications  
Windstream Communications

**On all projects:**

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

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

During the life of this contract, other public authorities and utility companies may be performing work within or adjacent to the project limits, including, but not limited to; construction of adjacent projects, underground utility work, permanent signing and traffic signals work, traffic control improvements, street maintenance and snow removal, etc. The Contractor shall cooperate and coordinate construction activities with these agencies in accordance with Article 104.08 of the 2012 edition of the MDOT Standard Specifications for Construction.

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

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

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**DETAILED SPECIFICATION  
FOR  
GENERAL REQUIREMENTS**

1 of 12

**SECTION 01010 SUMMARY OF WORK**

**I. GENERAL:**

- A. General information covering the "Scope of Work" is specified on the Invitation to Bid. Additional information is as follows: 1. See Plan Sheets
- B. The Owner will provide the following Work:
  - 1. Salvage: The Owner reserves the right to salvage certain items and equipment and those salvaged items will be identified to the Bidder at the time of their inspection of the proposed Work. The Owner will remove salvaged items (e.g., bird house and other items identified will be removed by owner) before commencement of the Work.
  - 2. Moving Furnishings and Equipment: The Contractor must give timely notice to the Owner representative identified in the pre-construction meeting of all items that will interfere with the Work or which the Contractor cannot protect.

**END SECTION 01010**

**SECTION 01020 ALLOWANCES**

**I. GENERAL:**

- A. No allowances shall be included for this project.

**END SECTION 01020**

**SECTION 01025 MEASUREMENT AND PAYMENT**

**I. GENERAL:**

- A. Schedule of Values: If required, before the construction start date, the Contractor must submit a Schedule of Values (Basis of Bid) to the Professional for review and approval, of the various tasks that must be performed to complete all the Work. The schedule must show each task and the corresponding value of the task, including separate monies allocated for General Condition items and Project close-out as incidental. The aggregate total value for all tasks must be equal to the total Contract sum.
- B. Schedule of Values Pay Items as shown on the Basis of Bid in the Units listed for each Pay Item. No additional Pay Items or Units will be used.

**END SECTION 01025**

**SECTION 01040 COORDINATION**

**I. GENERAL:**

- A. Project Coordination:
  - 1. Before beginning Work the Contractor must coordinate with the Owner representative to implement the schedule for the Project. Once the Project is started, it must be carried to completion without delay.

**END SECTION 01040**

**DETAILED SPECIFICATION  
FOR  
GENERAL REQUIREMENTS**

2 of 12

**SECTION 01050 FIELD ENGINEERING**

**I. GENERAL:**

- A. When applicable, the Contractor must employ a surveyor who must establish and maintain all lines and levels required for laying out and constructing the Work. The Contractor agrees to assume all responsibility due to inaccuracy of any Work of the surveyor, and including incorrect bench marks, their loss or disturbance. Upon completion of the Project, the Contractor must submit two copies to the owner of site layout (i.e., as-built elevation survey) drawings prepared for the Project.

**END SECTION 01050**

**SECTION 01060 REGULATORY REQUIREMENTS**

**I. GENERAL:**

A. Regulations:

1. **Laws:** The Contractor and its Subcontractors/Suppliers must comply with all Federal, State and local Laws applicable to the Work and site.
2. **Codes:** All Works must be provided in accordance with the State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501 et seq., International Building and Residential Codes and all applicable Michigan construction codes and fire safety including but not limited to: Michigan Building Code, Michigan Residential Code, Michigan Uniform Energy Code, Michigan Electrical Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Mechanical Code, Michigan Elevator Code and Michigan Plumbing Code. If the Contractor observes that any Contract Document conflicts with any Laws or the State Construction Code or any permits in any respect, the Contractor must promptly notify the Professional in writing. If the Contractor provides any Work knowing or having to reason to know of such conflict, the Contractor must be responsible for that performance.
3. **Permits:** All required construction permits not already applied for or listed in the contract documents must be secured and their fees including inspection costs must be paid by the Contractor. The time incurred by the Contractor in obtaining construction permits must constitute time required to complete the Work and does not justify any increases to the Contract Time or Price, except when revisions to the Drawings and/or Specifications required by the permitting authority cause the Delays. The Contractor must pay all charges of Public Utilities for connections/decommissioning to the Work, unless otherwise provided by Cash Allowances specific to those connections.
4. **Taxes:** The Contractor must pay all Michigan sales and use taxes and any other similar taxes covering the Work that are currently imposed by legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division. If the Contractor is not required to pay or bear the burden or obtains a refund of any taxes deemed to have been included in the Bid and Contract Price, the Contract Price must be reduced by a like amount and that amount, whether as a refund or otherwise, must ensure solely to the benefit of the State of Michigan.
5. **Safety and Protection:** The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local Laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, as amended, MCL 408.1001 et seq., and all rules promulgated under the Act. The Contractor is responsible for all damages, injury or loss to the Work,

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materials, equipment, fines, penalties as a result of any violation of such Laws, except when it's due to the fault of the Drawings or Specifications or to the Act, error or omission of the Owner or Professional. The Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs and such responsibility must continue until such time as the Professional is satisfied that the Work, or Work inspected, is completed and ready for final payment. In doing the Work and/or in the event of using explosives, the Contractor must take all necessary precautions for the safety of, and must erect and maintain all necessary safeguards and provide the necessary protection to prevent damage, injury or loss to:

- (a) all employees on the Work and other persons who may be affected by the Work,
- (b) all the Work and materials and equipment to be incorporated into the Work, whether stored on or off the site, and
- (c) other property at or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Utilities not designated for removal, relocation or replacement. In the event of severe weather, the Contractor must inspect the Work and the site and take all reasonably necessary actions and precautions to protect the Work and ensure that public access and safety are maintained.

**6. Fire Hazard Conditions:**

- i.* The fire hazard classification of finish materials where used in the specification must be listed in the following table: CLASS FLAME SPREAD FUEL CONTRIBUTION SMOKE DEVELOPED
  - i.* A 0-25 0-35 0-50
  - ii.* B 26-75 36-75 51-125
  - iii.* C 76-200 76-200 126-200
- ii.* Classification must be determined by tunnel test in accordance with National Fire Protection Association NFPA-255), American Society for Testing Materials (ASTM-84) or Underwriters' Laboratories, Inc. (UL-723).

**7. Michigan Right-To-Know Law:** The Contractor and its Subcontractors/Suppliers must comply with MIOSHA, Michigan Right-to-Know Law, Public Act 80 of 1986 (Act) and the rules promulgated under it. The Act places certain requirements on employers to develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Material Safety Data Sheets (MSDS), and to provide training for employees who work with these chemicals and develop a written hazard communications program. The Act also provides for specific employee rights, including the right to be notified of the location of MSDS and to be notified at the site of new or revised MSDS within five Business Days after receipt and to request MSDS copies from their employers. The Contractor, employer or Subcontractor must post and update these notices at the site.

**8. Environmental Requirements:** The Contractor and its Subcontractors/Suppliers must comply with all applicable Federal, State and local environmental Laws, standards, orders or requirements including but not limited to the National Environmental Policy Act of 1969, as amended, Michigan Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, Pollution Prevention Act, as amended, Resource Conservation and Recovery Act, as amended, National Historic Preservation Act, as

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amended and Energy Policy and Conservation Act and Energy Standards for Buildings Except Low-Rise Residential Buildings, ANSI/ASHRAE/IESNA Standard 90.1-1999.

**9. Nondiscrimination:** For all State Contracts for goods or services in amount of \$5,000 or more, or for Contracts entered into with parties employing three or more employees; in connection with the performance of Work under this Contract, the Contractor and its Subcontractors and Suppliers must comply with the following requirements:

- (a) Not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight or marital status and take affirmative action to ensure that applicants are employed, and the employees are not subject to such discrimination. Such action must include, but is not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
- (b) To state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight or marital status.
- (c) To send, or have its collective bargaining representative send, each labor union or representative of workers with which there is a collective bargaining agreement or other contract or understanding, a notice advising the labor unions or workers' representative of the commitments under this provision.
- (d) To comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq.; the Michigan Persons with Disability Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et Seq.; and all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission (MCRC) which may be in effect on or before the date of Bid opening.
- (e) The Contractor must furnish and file compliance reports within the times, and using the forms prescribed by the MCRC. Compliance report forms may also elicit information as to the practices, policies, programs, and employment statistics of the Contractor and Subcontractors. The Contractor must permit access to Records by the MCRC and its agent for purposes of ascertaining compliance with the Contract and with rules, regulations, and orders of the MCRC.
- (f) If, after a hearing held under its rules, the MCRC finds that the Contractor has not complied with the nondiscrimination requirements of the Contract Documents, MCRC may, as part of its order, certify its findings to the Administrative Board of the State of Michigan, which may order the cancellation of the Contract and/or declare the Contractor ineligible for future contracts until the Contractor complies with the MCRC's order.

**END SECTION 01060**



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**SECTION 01090 REFERENCES**

**I. GENERAL:**

- A. References will be made in an abbreviated alpha numeric form to specific standard specifications, reference publications and building codes of federal or state agencies, manufacturers, associations or trade organizations. Such references will be identified by the alphabetic abbreviation which identifies the government agency, the association or organization followed by the rule, section or detail number that are to form a part of these specifications, the same as if fully set forth herein, and must be of latest issued date in effect three months before the Bid opening date shown on the Proposal and Contract. The abbreviations used are referred to as follows:
1. Abbreviation Agency,
  2. Association or Organization
  3. ACI American Concrete Institute
  4. AISC American Institute of Steel Construction, Inc.
  5. AMCA Air Moving and Conditioning Association
  6. ANSI American National Standards Institute, Inc.
  7. ASHRAE American Society of Heating, Refrigerating and Air Conditioning Engineers
  8. ASME American Society of Mechanical Engineers
  9. ASSE American Society of Sanitary Engineering
  10. ASTM American Society of Testing and Materials AWS American Welding Society
  11. AWWA American Water Works Association BOCA Building Officials and Code CDA Copper Development Assn., Inc. CLFMI Chain Link Fence Manufacturer's Institute
  12. CISPI Cast Iron Soil Pipe Institute Bidding and Contract Document Project Name:
  13. CRSI Concrete Reinforcing Steel Institute CS Commercial Standard F/M Factory Mutual Research Corporation FS Federal Specifications HEW United States Department of Health Education and Welfare MDOT Michigan Department of Transportation NFPA National Fire Protection Association
  14. NSF National Sanitation Foundation Testing Laboratory, Inc NSWMA National Solid Waste Management Association PCA Portland Cement Association PDI Plumbing and Drainage Institute
  15. SMACNA Sheet Metal & Air Conditioning Contractors UL Underwriters Laboratories, Inc. USBM United States Bureau of Mines USDC United States Department of Commerce

**END SECTION 01090**

**SECTION 01100 SPECIAL PROJECT PROCEDURES**

**I. GENERAL:**

- A. The Contractor must post appropriate construction signs to advice of the limits of construction work areas, hardhat areas, excavations, construction parking and staging areas, etc. The Contractor must maintain safe and adequate pedestrian and vehicular access to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, hospitals, fire and police stations and like establishments. The Contractor must obtain written approval from the Owner ten Calendar Days before connecting to existing facilities or interrupting the services on site.

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**B. Barrier and Enclosures:**

1. The Contractor must furnish, install and maintain if necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the Work for protection of property, workers and the public. The Contractor must hold the Owner harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the Work under the Contract.
2. **Street Barricades:** If necessary and identified by the Owner, the Contractor must erect and maintain all street barricades, signal lights and lane change markers during the periods that a traffic lane is closed for their operations. There must be full compliance with rules and ordinances respecting such street barricading and devices must be removed when hazard is no longer present.

**C. Construction Aid:**

1. **Pumping and Drainage:** The Contractor must provide all pumping necessary to keep excavations and trenches free from water the entire period of Work on the Contract. The Contractor must construct and maintain any necessary surface drainage systems on the Work site to prevent water entering existing structures or to flow onto public or private property adjacent to the Owner's land, except for existing drainage courses or into existing drainage systems. The Contractor must prevent erosion of soils and blockage of any existing drainage system.

**END SECTION 01100**

**SECTION 01200 PROJECT MEETINGS**

**I. GENERAL:**

- A. **Pre-Construction Conferences:** The Project Director will schedule a pre-construction conference to be attended by the Professional, Owner, and the Contractors. When no organizational meeting is called, the Contractor, before beginning any Work, must meet with the Owner and arrange a Work schedule for the Project. Once the Project has been started, the Contractor must carry it to completion without delay.
- B. **Progress Meetings:** The Professional will schedule progress meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe the Work or to inspect completed Work. The Contractor must be represented at each progress meeting by persons with full authority to act for the Contractor regarding all portions of the Work.

**END SECTION 01200**

**SECTION 01300 SUBMITTALS**

**I. GENERAL:**

A. **Samples:** The Contractor must deliver all samples of material or equipment to the job site for examination by the Owner and the Professional as requested. Samples will be examined by the Professional for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Contractor must furnish all Work in accordance with approved samples. The following general classifications of material and equipment require submission of samples. Samples of

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other items may be requested by the Professional at any time. Item of Work Type of Sample Section Number:

1. Topsoil, Salvaged
2. Mulch Blanket
3. Seed Mixes

**B. Progress Schedule:** Upon request, the Contractor must submit **two (2) copies** of the Progress Schedule for the Professional and Owner review. The Progress Schedule Submittals are intended to show:

- (a) the priority and sequencing by which the Contractor intends to execute the Work (or Work remaining) to comply with Contract Times, those sequences of Work indicated in or required by the Contract Documents;
- (b) how the Contractor anticipates foreseeable events, site conditions, Bidding, and all other general, local and prevailing conditions that may in any manner affect cost, progress, schedule, performance and furnishing of the Work; and (c) how the Means and Methods chosen by the Contractor translate into activities and sequencing; and (d) the actual timing and sequencing of completed Work. Submittals will be returned to the Contractor within fifteen Calendar Days. Contractor must resolve the issues arising from the review by the Professional and/or the Owner and submit Progress Schedule Revision. The review of the Progress Schedule by the Professional or the Owner does not create or impose on the Owner or the Professional any responsibility for the timing, planning, scheduling or execution of the Work or the correctness of any such Progress Schedule detail. The Contractor must update the schedule monthly. The correctness of Progress Schedule remains the sole responsibility of the Contractor. The Contractor is responsible for any time Delay and any cost incurred by the Professional, Contractor or Subcontractors/Suppliers as a result of resubmissions and re reviews of a Submittal.

**END SECTION 01300**

**SECTION 01400 QUALITY CONTROL**

**I. GENERAL:**

A. **Testing Laboratory Services:** All tests required by the Owner must fulfill ASTM, ANSI, Commercial and other Standards for testing. The Contractor must submit a minimum of three copies of each test report to the Professional for evaluation and subsequent distribution. The following general classifications of Work require submission of test reports and/or certificates of inspection if requested. Additional submissions may be requested by the Professional at any time such as:

1. Earthwork Compaction and Density
2. Non-woven geotextile separator Materials
3. Pipe culvert Materials
4. Aggregate surface course Compaction and Density

**B. Tests:**

1. Paid by Owner: N/A
2. Paid by Contractor: All compaction and density tests and other quality control testing shall be paid by the Contractor, if required. All tests shall be performed by a reputable Quality Control firm which regularly completes such work. Results of all tests shall be submitted for review to the Owner and Professional Services Contractor.

**END SECTION 01400**

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**SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

**I. GENERAL:**

- A. The Contractor must furnish and install all temporary facilities and controls required by the Work, must remove them from the property upon completion of the Work, and the grounds and existing facilities must be restored to their original condition.
- B. Water and electricity are not available in the area where Work will be performed. The Contractor shall provide all water and electricity required to perform the Work. Use of river, lake, or wetland water for construction activities, including cleaning, rinsing or washing tools and equipment, is not permitted.
- C. **Field Office:**
  - 1. **On Site Trailer:** At the beginning of the Work, the Contractor may provide a field office and storage building at the site in a location acceptable to the Owner. The building may be a trailer. The Contractor may provide such other temporary buildings as he may require for the use of workers and safe storage for tools and materials. Job signs with the Contractor's name, logos, specialty, etc., are not allowed.

**END SECTION 01500**

**SECTION 01600 MATERIAL AND EQUIPMENT**

**I. GENERAL:**

- A. The Contractor must furnish and be responsible for all materials, equipment, facilities, tools, supplies and utilities necessary for completing the Work. All materials and equipment must be provided as described in the Contract Documents and of good quality, free of defect and new and must be applied, installed, connected, erected, used, cleaned and conditioned following the manufacturer's and Suppliers' instructions.
- B. **Delivery, Storage, and Handling:** All materials and equipment delivered to and used in the Work must be suitably stored and protected from the elements. The Owner assumes no responsibility for stored material. The ownership and title to materials will not be vested in the Owner before materials are incorporated in the Work, unless payment is made by the Owner for stored materials and equipment. After delivery, before and after installation, the Contractor must protect materials and equipment against theft, injury or damage from all causes. For all materials and equipment, the Contractor must provide complete information on installation, operation and preventive maintenance.
  - 1. The Contractor must cover and protect bulk materials while in storage which are subject to deterioration because of dampness, the weather or contamination. The Contractor must keep materials in their original sealed containers, unopened, with labels plainly indicating manufacturer's name, brand, type and grade of material and must immediately remove from the Work site containers which are broken, opened, watermarked and/or contain caked, lumpy or otherwise damaged materials.
  - 2. The Contractor must keep equipment stored outdoors from contact with the ground, away from areas subject to flooding and covered with weatherproof plastic sheeting or tarpaulins.
  - 3. The Contractor must certify that any materials stored off-site are:
    - a) Stored on property owned or leased by the Contractor or owned by the agency.
    - b) Insured against loss by fire, theft, flood or other hazards.
    - c) Properly stored and protected against loss or damage.

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- d) In compliance with the plans and specifications.
- e) Specifically allotted, identified, and reserved for the project.
- f) Itemized for tracking and payment.
- g) Subject to these conditions until the items are delivered to the project site.

**C. Substitutes and “OR-Equals”:**

1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to the Professional for review under the circumstances described below.

a) *“Or-Equal” Items:* If in Professional’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by the Professional as an “or-equal” item, in which case review and approval of the proposed item man, in the Professional’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of the Paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- 1. In the exercise of reasonable judgment the Professional determines that:
  - a. It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
  - b. It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - c. It has a proven record of performance and availability of responsive service; and,
- 2. Contractor certifies that, if approved and incorporated into the Work:
  - a. There will be no increase in cost to the Owner or increase in Contract Times, and;
  - b. It will conform substantially to the detailed requirements of the item named in the Contract Documents.

b) *Substitute Items*

- 1. If in Professional’s sole discretion an item of material or equipment proposed by the Contractor does not qualify as an “or-equal” item, it will be considered a proposed substitute item.
- 2. Contractor shall submit sufficient information as provided below to allow the Professional to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by the Professional from anyone other than the Contractor.
- 3. The requirements for review by the Professional will be as set forth below 2 (d) as supplemented in the General Requirements and as the Professional may decide is appropriate under the circumstances.
- 4. Contractor shall make written application to the Professional for review of a proposed substitute item of material or equipment that the Contractor seeks to furnish or use. The application:

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- a. shall certify that the proposed substitute item will:
    1. Perform adequately the functions and achieve the results called for by the general design;
    2. Be similar in substance to that specified; and
    3. Be suited to the same use as that specified.
  - b. will state:
    1. The extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
    2. Whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    3. Whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. Will identify:
    1. All variations of the proposed substitute item from that specified, and
    2. Available engineering, sales, maintenance, repair and replacement services;
  - d. And shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,
2. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, the Professional may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by the Professional. Contractor shall submit sufficient information to allow the Professional, in the Professional's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by the Professional will be similar to those provided above.
  3. *Professional's Evaluation:* Professional will be allowed a reasonable time within which to evaluate each proposal or submittal. Professional may require Contractor to furnish additional data about the proposed substitute item. The Professional will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed, or utilized until the Professional's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or-equal". The Professional will advise the Contractor in writing of any negative determination.
  4. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
  5. *Professional's Cost Reimbursement:* Professional will record Professional's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not the Professional approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of the Professional for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of the Professional for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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6. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

**END SECTION 01600**

**SECTION 01650 FACILITY START-UP**

**I. GENERAL:**

- A. **Tests**: The complete installation consisting of the several parts of equipment and systems installed according to the requirements of the Contract Documents must be ready in all respects for use by the State Agency and must be subjected to a test at full operating conditions and pressures for normal conditions of use.
- B. **Adjustments**: Contractor must adjust and replace the Work which is necessary to fulfill the requirements of the Contract Documents and to comply with the directions and recommendations of the manufacturer of the several parts of equipment, and to comply with all provisions of architectural and/or engineering drawings/specifications and all codes and regulations which may apply to the entire installation.
- C. **Demonstration**: Contractor must provide an on-site demonstration and training of all systems operations to the Owner when it is substantially completed.

**END SECTION 01650**

**SECTION 01700 CONTRACT CLOSE-OUT**

**I. GENERAL:**

- A. **Substantial Completion**: The Contractor must notify the Professional, and the Owner when the Work will be substantially complete. If the Professional and Owner agree that the project is Substantially Complete, the Professional will inspect the Work. The Professional, upon determining that the Work, or a portion of the Work inspected, is substantially complete, will prepare a Punch List and will attach it to the respective Certificate of Substantial Completion. The Contractor must be represented on the job site at the time this inspection is made and thereafter must complete all Work by the date set for final acceptance by the Owner.
- B. **Cleaning**:
1. **Regular Cleaning**: The Contractor must remove all scrap or removed material, debris or rubbish from the Project work site at the end of each working day and more frequently whenever the Owner Field Representative deems such material to be a hazard. The Contractor cannot discard materials on the grounds of the Owner without the express permission of the Professional or Owner. No salvage or surplus material may be sold on the premises of the Owner. No burning of debris or rubbish is allowed without prior permission from the Owner. Any recycled materials must be recycled, and the Contractor may be required to provide recycling plan.
  2. **Final Cleaning**: Before final acceptance by the Owner, the Contractor must clean all the Work and existing grounds, access roads, or other areas that were soiled by their operations and make repairs for any damage or blemish that was caused by the Work.
  3. **Debris Removal**: Contractor is responsible for removal and disposal of all items. Cost incidental.

**END SECTION 01700**

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**SECTION 01800 MAINTENANCE**

**I. GENERAL:**

- A. The Contractor is responsible for maintaining the following parts of Work in good order and proper working conditions and must take all necessary actions for their protection:
  - i. Access route to and from the project site.
  - ii. Construction Site
  - iii. All silt and soil erosion measures
  - iv. All tree and shrub protection fencing

**END SECTION 01800**



**DETAILED SPECIFICATION  
FOR  
SECTION 02000 MOBILIZATION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

A. This special provision includes the lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:

1. The movement of personnel, equipment, supplies, and incidentals to the project site; the establishment of the Contractor's offices, buildings, and other facilities to work on the project; other work and operations that must be performed; expenses incurred, prior to beginning work on the various contract items on the project site; pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project rather than directly attributable to other pay items under the contract; and permits, bonds, pre-bid meetings, conference calls, etc.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

A. Permits

**PART 3 - EXECUTION**

**3.01 CONSTRUCTION**

- A. Provide copies of all permits and proof of MISS DIG notification and clearance.
- B. Provide the Professional with mobilization date and start of work.

**END SECTION 02000**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This special provision includes the lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:
1. Construct temporary access routes, including supply and installation of any materials used in construction of those access routes, and restoration of the access route area.
  2. Supplying and Installing 450 Linear Feet of 48" Orange Construction Fence for Tree Protection.

**1.2 DESCRIPTION**

- A. The CONTRACTOR shall provide all labor, materials, tools and equipment necessary for the preparation and restoration of the site of the project.

**1.3 CLEARING AND GRUBBING**

- A. Trees and shrubs are not to be removed unless required by the Plans and with the express permission of the Professional. Where trees are permitted to be removed by the Professional, the Professional shall flag those trees in advance, and the Contractor shall remove such trees by cutting and allowing stumps to remain. Any logs, branches, brush and debris that interfere with the work may be removed from the site and disposed of by the Contractor.

**1.4 PROTECTION OF TREES**

- A. All trees which are to be preserved and which, in the opinion of the Professional, might be subject to damage by the Contractor 's operations, shall be adequately protected against damage by orange construction fencing securely wired or tied to stakes around the tree or group of trees. Such protection shall not be removed until authorized by the Professional.
- B. Machine excavation shall not be made within a circular area of any tree, the diameter of the area in feet being equal to the diameter of the tree in inches or around the drip edge of the trees; whichever is greater. Provide fencing around the trees zone of influence. If hand excavation within this area cuts across a large root of a tree, the cutting of which, in the opinion of the Professional, would be injurious to the tree, the Contractor shall tunnel under such root and protect it from injury throughout the work.
- C. No trees are to be removed without the expressed approval of the Owner.

**1.5 TEMPORARY ROADWAYS**

- A. The location of temporary access routes shall be subject to the approval of the Owner.
- B. The Owner may require that materials used in construction of temporary access routes remain in place after project completion to provide permanent access, or may require the Contractor to remove such materials and restore and stabilize grades per the plans and specifications.
- C. Materials used for temporary access within the wetland mitigation area shall be removed by the Contractor prior to the beginning of the second growing season after seeding, and the access routes within the wetland mitigation area restored and stabilized per the plans and specifications.

**1.6 WORK AREA AND STORAGE OF MATERIALS**

- A. Contractor shall utilize staging areas as approved by the Owner. Contractor shall restore the space to existing or better conditions.

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- B. The working area shall be organized in an orderly manner with storage and tool sheds, offices and sanitary facilities, parking areas for employees, and all other necessary facilities developed and maintained by the Contractor. The Contractor shall keep the site and all haul roads reasonably clean and dust free.
  - C. All materials supplies and equipment, whether furnished by the Contractor or by the Owner, shall be delivered, stored and handled as to prevent the inclusion of foreign materials and/or damage by water, freezing, breakage or other causes. Packaged materials shall be delivered in the original unopened containers and shall be stored until ready for use. All materials which have been stored shall meet the requirements of the Specifications at the time they are used in the project.
  - D. Where the Contractor is required to do work within the rights-of-way under the jurisdiction of governmental bodies, he shall meet the requirements of said governmental bodies for the work and storage within their jurisdiction. Such requirements must be met as a minimum requirement, and if the specifications given herein impose further limitations on the work, they shall also be met as the required work standard.
- 1.7 EXISTING PUBLIC UTILITIES
- A. Existing public utilities and underground structures, such as pipe lines, electric conduits, sewers and water lines are shown on the Plans. The information shown is believed to be reasonably correct and complete; however, neither the correctness nor the completeness of such information is guaranteed.
  - B. The Contractor shall conduct his operations so as not to damage any existing utility whether shown in the Plans or not. The Contractor shall correct, at his own expense, any injury caused during the operations of his subcontractors or suppliers.
  - C. If the Contractor desires, or is required by the utility companies, to relocate or protect any power or telephone poles to facilitate his work, any expense encountered from such relocation shall be borne by the Contractor.
- 1.8 NOTIFICATION TO UTILITIES
- A. Prior to the start of any operations in the vicinity of any utilities, the Contractor shall notify the utility companies and request that they stake out the locations of the utilities in question.
- 1.9 SANITARY REQUIREMENTS
- A. The Contractor shall provide adequate sanitary facilities for all persons employed on the project. The sanitary facilities shall conform in every way to the requirements of the "General Safety Rules and Regulations for the Construction Industry."
- 1.10 UTILITIES
- A. The CONTRACTOR shall make all necessary arrangements for the provisions of all utility services, temporary or permanent, required under this contract. The Contractor shall pay all costs for such connections and services.
  - B. All utility services shall be inspected by and shall meet the requirements of the applicable codes and governmental bodies.
- 1.11 PUMPING AND DRAINAGE
- A. Adequate drainage facilities shall be provided and water, from whatever source, entering the

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work during any stage of construction shall be controlled in a manner satisfactory to the Professional. All pumping and drainage shall be done with no damage to property or structures and without interference with the right of the public, owners of private property, pedestrians, vehicular traffic, or the work of other contractors. Dewatering shall be done in such a manner that the soil under or adjacent to existing structures shall not be disturbed, removed or displaced.

- B. The overloading or obstructing of existing drainage facilities shall not be permitted, and the Contractor shall be solely responsible for any damages caused to such existing drainage facilities during his operations.

**1.12 WINTER CONSTRUCTION**

- A. The Owner shall have permissive authority over the work which is proposed to be done during the winter months. The Contractor shall provide adequate weather protection, temporary heating and take any other measures which are necessary to ensure that the work performed during the winter months is properly installed and protected against damage from freezing.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Any materials used in construction of those access routes, and restoration of the access route.
- B. 48" Orange Construction Fencing.

**PART 3 - EXECUTION**

**3.1 CONTROL OF WATER POLLUTION AND SILTATION**

**A. General Requirements**

1. The Contractor shall conduct his work in a manner to comply with Part 91 of Act 451 of 1994, as amended, the Soil Erosion and Sedimentation Control Act of NRPEA, PA 451 of 1994, as amended and Title V, Chapter 63, City of Ann Arbor Ordinance Code) that will not cause damaging siltation or pollution of the water in wetlands, streams, rivers, lakes and reservoirs. All work of water pollution and siltation control is subject to inspection by the Owner and/or the MDEQ.
2. All applicable regulations of regulatory agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the Contract.
3. Construction operations shall be conducted in such manner as to reduce erosion to the practicable minimum and prevent damaging siltation to wetlands, streams or lakes. The area of erodible land exposed to the elements by grading operations, including gravel pits, waste or disposal areas and haul roads, at any one time shall be subject to approval of the Professional and the duration of such exposure prior to final trimming and finishing of the areas shall be as short as practical. The Professional shall have full authority to order the suspension of grading and other operations pending adequate and proper performance of trimming, finishing and maintenance work or to restrict the area of erodible land exposed to the elements.
4. Gravel or stone, consisting of durable particles of rock and containing only negligible quantities of fines, shall be used for construction pads, haul roads and temporary roads in or across streams.

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5. The disturbance of lands and waters that are outside the limits of construction as staked is prohibited, except as found necessary and approved by the Professional.
  6. The Contractor shall conduct his work in such manner as to prevent the entry of fuels, oils, bituminous materials, chemicals, sewage or other harmful materials into wetlands, streams, rivers, lakes or reservoirs.
  7. Water from aggregate washing or other operations containing sediment shall be treated by filtration, by use of a settling basin or other means to reduce the sediment content to a level acceptable to the MDEQ.
  8. All waterways shall be cleared as soon as practical of falsework, piling, debris or other obstructions placed during construction operations not a part of the finished work. Care shall be taken during construction and removal of such barriers to minimize the muddying of a stream/wetland.
- B. Temporary Control Requirements
1. The Contractor shall provide temporary soil erosion and sedimental controls according to current City of Ann Arbor soil erosion and sedimentation control standards and specifications or revisions thereof.
  2. Permanent soil erosion control measures for all slopes, channels, ditches or any disturbed land area shall be completed within 15 calendar days after final grading or the final earth change has been completed or where significant earth change activity ceases, temporary soil erosion control measures shall be implemented within 30 calendar days. All temporary soil erosion control measures shall be maintained until permanent soil erosion control measures are implemented.

**3.2 FINISH GRADING, TOP SOIL**

- A. After all backfilling and rough grading has been completed and thoroughly compacted, the entire disturbed area at the site shall be graded to smooth, even surfaces as shown by the proposed new contours shown on the Plans. The portion of the disturbed area where no new contours are shown shall be graded to smooth, even surfaces approximating the original surfaces.
- B. All debris and larger stones and sticks and the like shall be removed and disposed of and the entire disturbed area made ready for the addition of top soil and seeding.
- C. After all construction has been completed, the Contractor shall spread at least 3 inches of approved top soil over all graded areas.

**END SECTION 02010**

**DETAILED SPECIFICATION  
FOR  
SECTION 02230 SITE CLEARING  
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**SECTION 02230 SITE CLEARING**

**PART 1 - GENERAL**

**1.01 SUMMARY**

A. This special provision includes the lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:

1. Preparation and debris removal (remove two (2) trees, light brush, and sod) as shown on the plans and specifications. Trees and brush to be chipped. Sod is to be incorporated into berm.

B. Section Includes:

1. Protecting Existing Vegetation to Remain.
2. Removing Existing Vegetation, chip all trees and shrubs over 2 inches diameter at breast height (DBH) and place chips in location on property identified by the owner.
3. Clearing and Grubbing.
4. Stripping and Stockpiling Topsoil.
5. Temporary Erosion and Sedimentation Control Measures.

**1.02 DEFINITIONS**

A. Subsoil: All soils **beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms**

B. Subsurface Soil: Soil that is present at the top of the layer of the existing soil profile at the Project Site. In undisturbed area, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.

D. Tree-Protection Zone (No Work Area): Area of Vegetation to be protected during construction as identified on the Plan Sheets (drip line).

E. Vegetation: Trees, shrubs, groundcovers, grass, forbs, and other plants.

**1.03 MATERIAL OWNERSHIP**

A. Stripped topsoil and all other materials indicated to be stockpiled or otherwise remain Owner's property; unless otherwise noted on plans. Provide copies of all permits and proof of MISS DIG notification and clearance.

**1.04 SUBMITTALS**

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or videotape.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

**DETAILED SPECIFICATION  
FOR  
SECTION 02230 SITE CLEARING**

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**1.06 QUALITY ASSURANCE**

- A. Preconstruction Conference: Conduct conference at Project site.
1. Review methods and procedures to maintain sensitive natural features.

**1.07 PROJECT CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  2. Provide alternative routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owners premises where indicated.
- C. Utility Locator Service: Notify MISS DIG for area where Project is located before site clearing.
- D. Provide a minimum of three full working days advance notification.
- E. Do not commence site clearing operations until temporary erosion and sedimentation control and plant protection measures are in place.
- F. The following practices are prohibited within protection zones, the 100-year floodplain, and surrounding wetlands (if applicable):
1. Storage of excavated material unless specifically identified in an MDEQ Permit.
  2. Erection of sheds or structures.
  3. Excavation or other digging unless otherwise indicated.
  4. Attachments of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones, the 100-year floodplain, and surrounding wetlands.
- H. Soil stripping, handling, and stockpiling: Perform only when the topsoil is dry and slightly moist.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Satisfactory Soil Material: Requirements for satisfactory soil materials area specified in "Earth Moving."
1. Suitable Topsoil shall be salvaged and utilized from onsite.
  2. Contractor is responsible for salvaging sufficient topsoil. If insufficient topsoil is salvaged, the Contractor will be responsible for all costs associated with the purchase, importing, and placement of topsoil to meet final grade.

**PART 3 - EXECUTION**

**3.01 PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs and other vegetation to remain. Place wooden survey stakes and tie a line of fluorescent ribbon around the clearing limits.
- C. Contact the Professional to review removal limits.
- D. Protect existing site improvements to remain from damage during construction.
  1. Restore damaged improvements to their original condition, as acceptable to Owner.

**3.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL**

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways,

**DETAILED SPECIFICATION  
FOR  
SECTION 02230 SITE CLEARING**

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according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones, the 100-year floodplain, and surrounding wetlands, unless permitted or shown on plans.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize area disturbed during removal. Contractor is responsible for removing and properly disposing of all temporary erosion- and sedimentation-control materials (e.g., silt fencing). Removal cannot occur until the Professional and Owner receive closure of any and all Soil Erosion and Sedimentation Control (SESC) authorization(s). Therefore, the removal of temporary soil erosion measures may only occur after the site vegetation has properly established sufficient to meet SESC requirements for permit closure.

**3.03 TREE AND PLANT PROTECTION**

- A. General: Protect trees and plants remaining on-site according to plans.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by the Professional.

**3.06 CLEARING AND GRUBBING**

- A. Prior to the start of construction, the Contractor shall verify the limits of trees and other items that are to be saved with fluorescent ribbon and tree protection fencing where indicated on the plans. The Contractor shall then clear the site (fill and excavation area) of all remaining trees, brush, and other miscellaneous items that are not to be saved or remain undisturbed.
- B. Remove obstructions, trees (stumps may be cut at grade and remain in place or grubbed), shrubs, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain.
  - 2. Trees less than twelve (12) inch diameter shall be removed where required by the work as incidental to the Contract. Dispose of all trees, shrubs, stumps, root, and all associated foliage on-site in location identified by owner. All cut trees and shrubs shall be chipped and placed in location identified by own foliage on-site in location identified by owner. All cut trees and shrubs shall be chipped and placed in location identified by own.
  - 3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 4. Place fill material in horizontal layers not exceeding a loose depth of 12 inches, and compact each layer to a density equal to adjacent original ground.

**3.09 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Remove surplus obstructions, demolished materials, and waste materials including trash and debris, and legally depose of them off Owner's property.

**END SECTION 02230**



**DETAILED SPECIFICATION  
FOR  
SECTION 02310 EARTH WORK  
1 of 6**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Work shall include furnishing of labor, materials, tools, equipment, accessories, and services necessary for completing the excavation and backfilling for the items as shown on the contract drawings and/or as herein required. This provision includes the lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:
1. All grading as shown on plans, including but not limited to excavation of ~767 cubic yards to construct wetland cells and berm.
  2. Stockpiling and replacement of ~420 cubic yards of on-site topsoil.
  3. Installing a riser pipe and tying into the existing outlet water control structure, earthwork, and complete and continual drainage of excavation during construction.
  4. The work shall consist of excavation the wetland basin, constructing the embankment/berm, and installing the riser pipe outlet. Excavation quantities are estimated. Excavation and fill placement shall be in accordance with the approved design plans.
- B. Section Includes:
1. Excavating and backfilling for berms and inlet water control structures.
  2. Dewatering.

**1.02 DEFINITIONS (General, the specific project may not include all these activities)**

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Professional. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
  3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Professional. Unauthorized excavation, as well as remedial work directed by Professional, shall be without additional compensation.
- C. Fill: Soil materials used to raise existing grades.
- D. Structures: Buildings, footings, foundations, retaining walls, irrigation systems, underground electrical, pathways, bridges, water pump station, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- E. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- F. Utilities: On-site underground pipes, drain tiles, conduits, ducts, and cables, as well as underground services within buildings.

**1.04 SUBMITTALS**

- A. Product Data: For each type of the following manufactured products required:
1. Geotextiles.
  2. Warning tapes.

**DETAILED SPECIFICATION  
FOR  
SECTION 02310 EARTH WORK  
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- B. Samples for Verification: For the following products, in sizes indicated below:
  - 1. Geotextile: 12-inch by 12-inch.
- C. Qualification Data: For qualified testing agency.

**1.05 QUALITY ASSURANCE**

- A. Pre-excavation Conference: Conduct conference at Project site.
- B. References to Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2003 Standard Specifications for Construction.

**1.06 PROJECT CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, parking lots, walks, and other adjacent occupied or used facilities during earth moving operations.
  - 1. Do not close or obstruct streets, walks, parking lots, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify MISS DIG for area where Project is located before beginning earth moving operations. Provide a minimum of three full working days advance notification.
- C. Do not commence earth-moving operations until temporary erosion- and sedimentation-control measures are in place.
- D. Do not commence earth-moving operations until plant-protection measures are in place.
- E. The following practices are prohibited within protection zones, 100-year floodplain and wetlands:
  - 1. Excavation or other digging unless otherwise indicated.
  - 2. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones, 100-year floodplain and wetlands.

**PART 2 - PRODUCTS**

**2.01 SOIL MATERIALS - GENERAL**

- A. General: All soil materials to be obtained on site from excavation area.

**2.03 BACKFILL**

- A. Job Excavated Backfill: Job excavated backfill shall be defined as material excavated from the site that is free from frozen earth, boulders, rocks, stones larger than 3 inch in size, debris, blue and gray clay, and organic material.
- B. Embankment
  - 1. Embankment material shall consist of sound earth obtained from the site.

**2.04 ACCESSORIES**

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.

**DETAILED SPECIFICATION  
FOR  
SECTION 02310 EARTH WORK  
3 of 6**

**PART 3 - EXECUTION**

**3.01 PREPARATION**

- A. Protect structures, utilities, protection zones, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

**3.03 EXCAVATION AND TRENCH DEWATERING**

- A. The Contractor shall maintain any excavation or trench free of water during construction. Water accumulated due to flooding, rainfall or runoff and groundwater inflow shall be considered normally expected and anticipated conditions associated with underground construction and work within a 100-year floodplain. All dewatering effort will be considered as included in the cost of construction and will not be reimbursable. The Contractor will be responsible for taking into consideration the potential for flooding of the proposed excavation area and the potential for necessary dewatering.
- B. The Contractor shall take adequate precautions to control the discharge of dewatering pumps so as to prevent soil erosion or sedimentation of drainage ditches, structures, storm sewers, culverts, natural drainage courses, ponds, lakes or wetlands.
- C. The Contractor shall ensure that discharge from any dewatering operations has a suitable outlet and that it will not cause any damage to adjacent dwellings or property. Water and discharge hoses shall be placed and/or controlled to prevent a hazard to pedestrians or motor vehicles passing in the vicinity of the construction site. Discharge of water must also meet MDEQ and City of Ann Arbor Soil Erosion and Sediment Control requirements.
- D. Electric pumps shall have suitable power supply and appurtenances meeting NEC requirements and properly fused and grounded to prevent electrical shock hazards to on-site personnel.
- E. Internal combustion engine driven pumps, if operated 24 hours per day, shall have adequate exhaust silencers in good repair to muffle engine noise to an acceptable level for the area where located.

**3.04 EXCAVATION, GENERAL**

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Subgrade shall be over excavated to the thickness of required topsoil and protection.
- A. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
- B. Classification of Excavation:
  - 1. Earth, as a name for excavated material, shall include all glacial deposits whether cemented or not, except solid boulders one-half cubic yard or more in volume. It shall also include all alluvial deposits and material of every kind that can be excavated with equal facility by the equipment and means typically used for earth excavation.
  - 2. Peat, as a name for excavated material, shall include all unstable organic soils such as peat, muck, marl, and underlying very soft clay.
  - 3. Rock, as a name for excavated material, shall include pre-glacial solid ledge rock that can be removed most practically by blasting, barring or wedging, or by some other standard method of quarrying solid rock. It shall also include solid boulders of one-half cubic yard or more in volume as well as existing concrete, masonry with mortar joints, or other

**DETAILED SPECIFICATION  
FOR  
SECTION 02310 EARTH WORK  
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existing structural work that can be excavated practically only by methods of quarrying solid rock. It shall not include fragile, friable, or disintegrated materials of any kind that can be excavated by equipment and means used for earth excavation.

**3.05 METHODS OF EXCAVATION IN EARTH**

- A. All excavation shall be by open cut from the surface, except in special cases where boring/jacking under pavement or structures may be required, or where boring/jacking under the root system will be required for tree root protection. All excavation shall be made in such a manner and to such depth, length, and width as will give ample room for building the wetland and supporting the sides of the excavation, pumping and drainage of ground water and sewage which may be encountered, and removal of all materials excavated. Any voids shall be backfilled with suitable granular material and shall be properly compacted.

**3.09 SUBGRADE INSPECTION**

- A. Notify Professional when excavations have reached required subgrade.
- B. If Professional determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Professional, without additional compensation.

**3.10 UNAUTHORIZED EXCAVATION**

- A. Areas are not to be excavated below design elevations except for purposes of placing topsoil at no more than six inches of depth. No mining of the site will be allowed.

**3.11 STORAGE OF SOIL MATERIALS**

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
  - 2. Do not store in protection zones, 100-year floodplain, or wetlands, unless approved by Professional.

**3.12 CROSSING EXISTING STRUCTURES AND PIPES**

- A. During construction, it may be necessary to cross under certain sewers, drains, culverts, water lines, gas lines, electric conduits and other underground structures or above ground structures. Every effort shall be made to prevent damage to such structures. Wherever such structures are disturbed or broken, they shall be restored to good condition.

**3.13 BACKFILL**

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, sub-drainage, damp-proofing, waterproofing, and perimeter insulation.
  - 2. Removing trash and debris.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.
- C. Where called for on the plans, the Contractor shall backfill trenches and/or other excavations with suitable excavated material (not including gray or blue clay) replaced into the trench or excavation

**DETAILED SPECIFICATION  
FOR  
SECTION 02310 EARTH WORK  
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and compacted to not less than 95 percent of maximum unit weight as determined at existing moisture content during backfilling. Compaction shall be provided by means of suitable mechanical compaction equipment. If the moisture content of cohesive backfill material exceeds the optimum moisture content for maximum density by more than three percent (3%), the Contractor shall dry the material to meet the foregoing moisture content limitation or provide, at his own expense, MDOT Granular Material Class III. No sloppy or wet backfill will be allowed. Maximum unit weight will be determined by current methods of Test for Compaction and Density of Soil, AASHTO Designation T-180 or by the Cone Density Method developed by MDOT, as the material may require. Any depression resulting from settlement of any backfill prior to the date of final payment for all work under this contract shall be brought to the proper grade and surface and made to match the adjacent surface.

D. Compaction

1. Backfill material shall be placed in layers not to exceed 12 inches in thickness unless the contractor can demonstrate to the satisfaction of the Professional that he can consistently attain the specified density on thicker lifts. Specified compaction shall be obtained with the use of a bulldozer, sheeps foot roller, mechanical tamper or other similar and effective equipment. Specified compaction means not less than 95 percent (not average 95 percent) of maximum unit weight when tested in accordance with current MDOT Specifications. If excavated material is not suitable to obtain 95 percent minimum compaction, the Contractor shall, at his expense, remove unsuitable materials or add granular materials, or both, to obtain ninety-five percent (95%) minimum compaction as specified.

3.14 PLACING AND COMPACTING EMBANKMENT

- A. Embankment material for fill work shall be in accordance with Section 2.08.10d of the MDOT Standard Specifications for Construction.

3.15 DISPOSAL OF EXCAVATED MATERIAL

- A. Excavated material will be disposed of on-site (within the berm/embankment). No soil materials shall be removed from site. Placement of fill on private property may require that the resident or Contractor obtain a grading permit or fill permit from the Owner.

3.16 GRADING

- A. General: Uniformly grade areas of the mitigation basin to a rough surface (rough being defined as varying between +3 inches and -3 inches of the proposed grade). To accomplish a rough surface, it is recommended that the site is graded flat to grade and then roughed by either rutting with equipment (if soil conditions allow) or disking/plowing. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  1. Provide a smooth transition between adjacent existing grades and new grades.
- B. Site Rough Grading: Grade area to prevent any ponding adjacent (with 10 feet) of the embankment/berm.
- C. Finish subgrades to required elevations within the following tolerances:
  1. Berms: The top of embankment/berm must be at or above the propose grade. If surplus spoils materials remain from the excavation activities, any surplus should be incorporated evenly into the embankment/berm as approved by the professional. In the case that the berm elevation is increased, the proposed side slopes shall still meet the design slopes.
  2. Wetland Basins +3 inches and -3 inches as approved by Professional (see rough grading is 3.16A).

**DETAILED SPECIFICATION  
FOR  
SECTION 02310 EARTH WORK  
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- D. Final Cleanup and Grading: Upon completion of the construction, and before final payment is made, the Contractor shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may have settled. He shall then re-grade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through all operations.

**3.17 FIELD QUALITY CONTROL**

- A. Special Inspections as necessary: Owner will engage a qualified special inspector to perform the following special inspections:
1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
  2. Determine that fill material and maximum lift thickness comply with requirements.
  3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.

**3.18 PROTECTION**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
4. Scarify or remove and replace soil material to depth as directed by Professional; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
- D. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

**3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

**3.20 CONTRACTOR SAFETY REQUIREMENTS**

- A. The excavation operations shall be conducted by the Contractor in a manner that will provide safe working conditions for all persons on the site who may be affected by the Work. The Contractor shall also conduct his operations in a manner that will protect adjacent property from damage. The Contractor shall employ, at all times at the site of the work, a qualified person who will be responsible for the safety of both the work and workmen, the adequacy of any and all protective devices, proper operation of equipment, and all other matters related to safety. The Contractor shall not store excavated material, heavy equipment, backfill materials, or other construction materials which may impose too great a load on the earth and cause displacement or caving of the earth. The Contractor shall, at all times, provide a safe means of emergency exit from any trench excavations, if applicable.

**END SECTION 02310**

**DETAILED SPECIFICATION  
FOR  
SECTION 02320 UPLAND BUFFER STABILIZATION WITH SEEDING  
1 of 2**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. The work shall consist of furnishing all labor, equipment, and materials to construct a sloped bank as shown on the plans and details which may include, but is not limited to, the following items:
  - 1. Supply and Install 0.50 acres of Upland Buffer Seed Mix as shown on the plans and specifications.

**1.02 PRODUCT, DELIVERY, STORAGE, AND HANDLING**

- A. All seed shall be packaged and kept dry and cool to ensure adequate protection against damage, and maintain dormancy while in transit, storage or during planting operations. Seed shall be less than one year old. Seed shall be stored as recommended by supplier.
- B. All seed shall be delivered to the site in sealed containers and labeled, in compliance with the Federal Seed Act and Michigan Seed Law (P.A. 329, 1965). Large and small seed shall be delivered in separate containers.

**1.03 SUBMITTALS**

- A. Seed Mixes. At least two weeks prior to shipping the seed order, submit for approval to the Professional a written description of the proposed seed mixes indicating the following:
  - 1. Name and Location of seed supplier(s).
  - 2. Geographic origins of seed.
  - 3. Proposed substitutions of species due to lack of availability, including species and amount substituted. All substitutions must be approved by Project Professional at least 2 weeks prior to seeding.
  - 4. Submit copies of all seed labels to Professional.
- B. Schedule. The dates of the seed installation as shown on the project plan schedule must be adhered to unless written authorization to work outside these limits is obtained.
  - 1. The Upland Buffer Seed Mix can be applied at any time as long as necessary precautions are taken to prevent the movement of seed during rain/snow events.

**PART 2 – MATERIALS**

**2.01 TOPSOIL**

- A. Topsoil shall be salvaged from the basin grading work and replaced at a depth of at least 3 inches. Topsoil shall be raked and free of rocks, roots, branches and other debris.

**2.02 NATIVE SEEDING**

- A. The seed shall match the designated species and quantity provided in the plan. Substitutions or modifications must be approved by the Professional prior to seed application.
- B. The seed shall be stored in a cool, shaded area as recommended by the seed supplier.

**2.03 EROSION CONTROL BLANKET/MATTING**

- A. All areas that are not stabilized by November 15 shall be restored using 100% biodegradable jute single netted straw erosion control blanket (or approved equivalent). Erosion control blanket shall be anchored in place per the manufacturer's specifications with 6" wood sod staples. Payment is incidental to Seeding and will not be paid as a separate pay item.
- B. All slopes 3:1 or greater shall be stabilized using 100% biodegradable jute single netted straw erosion control blanket (or approved equivalent).

**DETAILED SPECIFICATION  
FOR  
SECTION 02320 UPLAND BUFFER STABILIZATION WITH SEEDING  
2 of 2**

**PART 3 – EXECUTION**

**3.01 CLEARING**

- A. The Contractor shall determine the grading limits and flag trees greater than 12” diameter at breast height. Removals shall be approved by the Professional.

**3.02 GRADING**

- A. The berm shall be constructed using fill material removed from the excavation area.
- B. Excavated material shall be placed at the top of the berm and sloped.
- C. Spread at least 3 inches of salvaged topsoil over the berm.

**3.03 PREPARATION OF THE AREA**

- A. The entire area to be seeded shall be reasonably smooth with all points, gullies and undercut banks roughly graded. Any fills shall be compacted to prevent washing during rain.

**3.04 SEEDING**

- A. The Upland Buffer Seed Mix can be applied at any time as long as necessary precautions are taken to prevent the movement of seed during rain/snow events (i.e. installation of mulch, tilling, etc.).

**END SECTION 02320**



**DETAILED SPECIFICATION  
FOR  
SECTION 02370 SOIL EROSION AND SEDIMENT CONTROL  
1 of 3**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This special provision includes furnishing and installation of all required soil erosion and sedimentation control measures as shown on the plans and details which may include, but is not limited to, the following items:

1. Supplying and installing approximately 1,014 Linear Feet of Erosion Control 24" High Silt Fence as shown on the plans and specifications.
2. Supplying and installing approximately 2,420 Square Yards Erosion Control Blanket as shown on the plans and specifications (100% biodegradable jute single netted Erosion Control Blanket) using 6" wood stakes.

**1.02. SYSTEM DESCRIPTION**

- A. Additional control measures shall be employed as required by site conditions and applicable enforcing agency having project jurisdiction.

**1.03. REFERENCES**

- A. Part 91 of Act 451 of 1994, (as amended), Soil Erosion and Sedimentation Control Act.
- B. Natural Crushed Stone Association (N.C.S.A.).
- C. MDOT "2003 Standard Specifications for Construction."
- D. ASTM D-4595 – Test method for geo-grid tensile strength.

**1.04. QUALITY ASSURANCE**

- A. Perform and maintain work in accordance with the Soil Erosion and Sedimentation Control, Part 91 of Act 451 of 1994, and Title V, Chapter 63, City of Ann Arbor Ordinance Code. City of Ann Arbor is an Authorized Public Agency by the State of Michigan to implement soil erosion and sedimentation control procedures.

**10.5. REGULATORY REQUIREMENTS**

- A. Owner will obtain the Soil Erosion and Sedimentation Control Act permits and pay all fees for plan review and inspection, as required by applicable enforcing agency having jurisdiction.
- B. Contractor will review the permits and install all required temporary and permanent soil erosion measures outlined in the permit or required by the enforcing agency.
- C. Contractor will submit installation time schedule for temporary and permanent soil erosion and sedimentation control measures to the Owner, as well as to the Professional. Make submittals prior to start of construction.

**PART 2 - PRODUCTS**

**2.01. MATERIALS**

- A. Permanent Measures: In accordance with applicable Section for specified materials.
- B. Temporary Measures: In accordance with standards and specifications for soil erosion and sediment control with approved plans and requirements of applicable enforcing agency.

**2.02 EROSION CONTROL BLANKET/MATTING**

- A. All areas that are not stabilized by November 15 shall be restored using 100% biodegradable jute single netted straw erosion control blanket (or approved equivalent). Erosion control blanket shall

**DETAILED SPECIFICATION  
FOR  
SECTION 02370 SOIL EROSION AND SEDIMENT CONTROL  
2 of 3**

be anchored in place per the manufacturer's specifications with 6" wood sod staples. Payment is incidental to Seeding and will not be paid as a separate pay item.

- B. All slopes 3:1 or greater shall be stabilized using 100% biodegradable jute single netted straw erosion control blanket (or approved equivalent).

**PART 3 - EXECUTION**

**3.1. EXAMINATION AND PREPARATION**

- A. Identify required lines, levels, contours, and datum.
- B. Field locate known utility locations. Contact MISS DIG at least 3 working days prior to Work. Notify Professional of conflicts and attain removal or relocation instructions prior to continuing installation activities.
- C. Maintain and protect existing utilities to remain.

**3.2. PROTECTION OF ADJACENT WORK**

- A. Protect adjacent structures, and property, which may be damaged by execution of work.
- B. Protect existing trees, shrubs, landscaping, and lawn areas designated to remain.

**3.3. INSTALLATION AND MAINTENANCE**

- A. Construct soil erosion and sedimentation control measures in accordance with approved plans and requirements of applicable enforcing agency.
- B. Schedule planned control measures with construction operations to limit the area of any disturbed land to the shortest possible period of exposure.
- C. Conduct all earth changes so as to effectively reduce accelerated soil erosion and resulting sedimentation.
- D. Remove all sediment from runoff water before it leaves the site.
- E. Inspect, maintain, and repair temporary control measures until permanent control measures are implemented.
- F. Maintain permanent control measures until final acceptance by Owner.
- G. Install silt fences as shown on the plans or as required by the enforcing agency, to be removed after final inspection of the project.
- H. Remove all temporary erosion control measures upon completion of work and restore area to equivalent or better condition.

**3.4. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES**

- A. Permanent and temporary control measures as scheduled on Drawings and as required by SESC permit.
- B. Additional temporary measures (over and above those scheduled on Drawings) due to site grading/construction activities that any way differs from that shown on drawings.
- C. All disturbed areas not stabilized by November 15 shall be properly stabilized with mulch blanket, crimped straw or other method approved by Professional and City of Ann Arbor.

**3.5. EROSION CONTROL BLANKET**

- A. Repair washouts in area to be seeded.
- B. Prepare side slopes as shown on plans.
- C. Over excavate area equal to the thickness of required topsoil and protection.
- D. Place topsoil as shown on plans.
- E. Seed topsoil with seeding mixes as shown on plans.
- F. Place erosion control blanket over seeded areas where required.

**DETAILED SPECIFICATION  
FOR  
SECTION 02370 SOIL EROSION AND SEDIMENT CONTROL  
3 of 3**

G. Secure blanket with 6" wooden sod staples 3' O.C. or as shown on plans and as approved by Professional.

**END SECTION 02370**

**DETAILED SPECIFICATION  
FOR  
SECTION 02610 WATER CONTROL STRUCTURE  
1 of 1**

**PART 1 - GENERAL**

1.01 SUMMARY.

- A. This special provision includes the lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:
  - 1. Supply and Install Water Control Structure 12” Dual Walled HDPE riser pipe with coupler (ADS N-12 ST or equivalent) as shown on the plans and specifications.
  - 2. Supply and Install 12” Agri-Drain Bar Guard (or equivalent) as shown on the plans and specifications.
- B. All work shall be in accordance with this special provision, manufacturer's recommendations and instructions, and as noted on the plans.

**PART 2 - PRODUCTS**

2.02 MATERIALS

- A. Inlet Guard. Shall be Agri-Drain Bar Guard or approved equivalent.
- B. Dual Wall HDPE Pipe and coupler (ADS N-12 ST or equivalent). All pipe shall be in accordance with the Standard Specifications.

**PART 3 - EXECUTION**

3.01 CONSTRUCTION

- A. The location of the existing water control structure will be marked in the field by the Owner or Professional.
- B. Tie in to the existing Water Control Structure (standpipe) as shown on the plans.
- C. Ensure proper flow into the Water Level Control Structure. Level and plume the Water Control Structure prior to backfilling.
- D. If necessary, backfill around Water Control Structure by hand.
- E. Compact with hand tools only – **Do not** machine compact.
- F. **Do not** use a backhoe or blade to place backfill against Water Control Structure.
- G. Install rat guard and bar guard as shown on the plans and per manufacturer’s recommendations.

**END SECTION 02610**

**DETAILED SPECIFICATION  
FOR  
SECTION 02920 WETLAND SEEDING  
1 of 4**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. The work shall consist of furnishing all labor, equipment, and materials to install native wetland seed as shown on the plans and details which may include, but is not limited to, the following items:
  - 1. Supply and Install 0.52 acres of Wet Meadow Seed Mix as shown on the plans and specifications.
- B. All work shall be done in accordance with this special provision and as directed by the Professional.

**1.02 PRODUCT, DELIVERY, STORAGE, AND HANDLING**

- C. All seed shall be packaged and kept dry and cool to ensure adequate protection against damage, and maintain dormancy while in transit, storage or during planting operations. Seed shall be less than one year old. Seed shall be stored as recommended by supplier.
- D. All seed shall be delivered to the site in sealed containers and labeled, in compliance with the Federal Seed Act and Michigan Seed Law (P.A. 329, 1965). Large and small seed shall be delivered in separate containers.

**1.03 SUBMITTALS**

- C. Seed Mixes. At least two weeks prior to shipping the seed order, submit for approval to the Professional a written description of the proposed seed mixes indicating the following:
  - 1. Name and Location of seed supplier(s).
  - 2. Geographic origins of seed.
  - 3. Proposed substitutions of species due to lack of availability, including species and amount substituted. All substitutions must be approved by Project Professional at least 2 weeks prior to seeding.
  - 4. Submit copies of all seed labels to Professional.
- D. Schedule. The dates of the seed installation as shown on the project plan schedule must be adhered to unless written authorization to work outside these limits is obtained.
  - 1. The Wet Meadow Seed Mix shall be applied from the fall (September 1) to late spring (June 15).

**PART 2 – PRODUCTS**

**2.01 SEED MIXTURE COMPOSITION**

- A. The seed mixtures shall be composed of the species listed (by weight or percentage).
- B. Weights of each species to be included in each mixture are also shown for a one-acre application. The seed shall be separated and grouped by large and small seed and applied separately in the field. Any substitutions shall be approved by the Professional within 2 weeks before installation.

**2.02 SEEDING FERTILIZERS**

- A. Fertilizers for native seed mixes are not required.

**2.03 SEEDING CARRIERS**

- A. If necessary, seed carriers shall be coarse screened dried sawdust no more than 1/4 inch in size or approved equivalent. The seed carrier shall be kept completely dry to prevent it from becoming too heavy. The seed carrier shall be mixed with the small seed only at a rate of 4 pounds of carrier to 1 pound of small seed. Large seed does not require a carrier.

**DETAILED SPECIFICATION  
FOR  
SECTION 02920 WETLAND SEEDING  
2 of 4**

**2.04 SEEDING MIXTURES**

- A. Native seed shall be obtained from sources within the same EPA Level III Ecoregion, or the next adjacent Ecoregion, preferably to the west or east. For more information, see the EPA website at: <http://www.epa.gov/wed/pages/ecoregions/leveliii.htm>
- B. Seed mixes are shown on Plan Sheets and will consist of:
  - 1. Wet Meadow Seed Mix,
  - 2. Upland Buffer Seed Mix (TBD by Leslie Park Golf Course)
- C. Install seed mixes to the areas as shown on the plans or as directed by the Professional. No aggressive, threatened, endangered, or special concern species shall be in the seed mix. Species may be substituted as approved by the Professional.
- D. Temporary Cover Seed. Shall be Temporary Cover Seed consisting of annual rye, winter wheat or another approved equivalent. Temporary cover seed shall be applied at a rate of 20 lb. per acre over all disturbed areas, or as recommended in Seed Mixes. Temporary Cover Seed shall be mixed and applied with the large seed only in all native seed areas on the project site.

**PART 3 – EXECUTION**

**3.01 GENERAL ENVIRONMENTAL CONDITIONS**

- A. Work shall be performed only when directed by the Professional. Coordination is required to ensure rainfall does not result in soil moisture conditions that will cause excessive rutting during seeding operations. To meet this requirement, it may be necessary to seed portions of the site as the grading is completed. Failure to meet this requirement will not be an acceptable reason for not installing the seed as specified. Water levels may be drawn down to the lowest level during seeding, and pumping will be allowed as directed by the Professional, if necessary.
- B. Do not apply materials over snow or ice. Do not apply seeds, seed mixtures, or slurries with seeds when wind conditions are such that materials would be carried beyond designated areas or materials would not be uniformly applied. Do not undertake seeding and planting activities during stormy weather when excessive precipitation may result in washing of seeds and plantings away from location intended. Do not sow seed where standing water is present. Do not install plant materials during periods of temperature extremes when atmospheric temperature may drop below 36 degrees F or rise above 90 degrees F.
- C. Avoid soil compaction in planting zones as much as possible. Equipment access and travel should be routed around all planting areas, and repeat passes over the same area should be limited during all grading, topsoil application, and decompaction work. Equipment having low unit pressure ground contact should be utilized whenever possible. Prior to seeding, repair any ruts, rills or gullies greater than 2 inches in depth.

**3.02 SEEDING EQUIPMENT**

- A. Hand seeding of mitigation basin followed by hand raking is strongly recommended, but not required if one of the other below techniques is utilized.
- B. Tractors and Crawlers. Shall have low-pressure flotation tires or broad tracks so that soil compaction is minimized in areas of site preparation or seeding activities.
- C. Disc. In good repair with sound unbroken blades; weighted, as necessary to achieve required tillage depth. To be used to break up hard packed soil as part of seedbed preparation.
- D. Rollers or Cultipackers. Minimum 6 inch diameter rollers; of sufficient weight to pulverize clods of soil. To be used following rough grading on subgrade soils as a preparation for installation of seedbed soils.

**DETAILED SPECIFICATION  
FOR  
SECTION 02920 WETLAND SEEDING  
3 of 4**

- E. Airway Shattertyne. Roller tynes shall be 10 to 12 inches OD so that topsoil or organic-rich common fill and surface mulches are mixed into top 2 to 4 inches of subgrade. Weighting of this equipment shall be minimal so as to avoid compaction of organic-rich common fill.
- F. Hydraulic Seeder. Hydraulic seeding equipment shall include a pump rated and operated at no less than 100 gpm and no less than 100 psi pressure. Tank shall have a mechanical agitator powerful enough to keep seed in suspension in mixture.
- G. Spinning Disc Seeder. When spinning disc seeders are used, mix individual seeds comprising mixture with an appropriate dispersal medium such as damp sterile sand or sawdust prior to sowing.
- H. Tractor-drawn or Mounted Seeders. Provide with a calibrated adjustable gate opening providing uniform flow over a width adapted to work and able to drop seed directly on prepared seed bed. Shall be made for native seed installation.

### 3.03 SEASONAL LIMITATIONS

- A. The optimal time to install seed is from the fall (September 1) to late spring (June 15). Native seed mixes can be installed in the fall when temperatures are cooler and rains are more frequent. Many native species require a cold stratification in order to break dormancy. When conditions are right in the spring, the seed will be in place to germinate. Seeding a wetland in the winter is often easier, because the site is frozen and equipment can more easily access the site.

### 3.04 SEED INSTALLATION

- A. Layout of seed bed edges shall be completed by the Contractor's surveyor locating the specified contour elevation shown on the plans. The Professional reserves the right to adjust bed lines without adjusting total seeded area, to meet field conditions, at no additional cost to the City.
- B. Seed installation method(s) will be approved by the Professional prior to seed installation. Seed installation method(s) selected shall ensure complete coverage of the areas to be seeded. Seed installation methods selected shall be dependent on the season of installation (*i.e.*, spring vs. fall) and shall be appropriate for the type of seed installed. If the seed is installed in the spring, large seed shall be installed with a no-till drill or, if one is not available, shall be broadcast or by hand followed by hand raking, or pressing the seed with a roller or cultipacker. If the seed is installed in the fall, the large seed may be broadcast by hand or seeder without pressing since the frost heave experienced in the following winter will accomplish this. Small seed shall be installed separately from the large seed and shall be mixed with a seed carrier to ensure proper distribution.
- C. Planting depth for seed mixes shall not be more than 1/4 inch deep. Native seeding shall be performed while the area is dry: either immediately following construction prior to inundation, or during periods of normal draw-down. Acceptable methods of native seed installation are listed below.
  - 1. Broadcast Seeding. Apply the seed uniformly over the surface by hand or by using a tractor-mounted combination seeder/cultipacker unit (Brillion, Truax Trillion, or equal). The seeder shall be calibrated to uniformly apply the seed at the specified rate. A cone seeder or other similar broadcasting equipment may also be used. Seed shall be uniformly applied at the specified rates.
  - 2. Drill Seeding. A rangeland-type no-till drill (Truax, Tye, or equal) designed to plant native grasses and forbs may be used in dry areas. The seeder shall be calibrated to uniformly apply the seed at the specified rates. Equipment shall be adjusted to prevent seed from being installed deeper than 1/4 inch into the soil.
  - 3. Hydroseeding. Hydroseeding equipment shall not be used to install native seed.
  - 4. Mulch. As called for on the plans.

**DETAILED SPECIFICATION  
FOR  
SECTION 02920 WETLAND SEEDING  
4 of 4**

**3.05 PERFORMANCE STANDARD**

- A. All seeded areas will be inspected by the Professional by November 15 for signs of erosion and bare areas. After one full growing season, all bare areas larger than 100 square feet shall require reseeding with the seed mix appropriate to that location by the Contractor at no cost to the Owner and will be stabilized with erosion control mat as described in Part 2 of this Special Provision. Final acceptance of seeded areas will require 80 percent vegetative cover of originally seeded areas. All seeding applications shall comply with the requirements of this Special Provision.

**3.06 FINAL ACCEPTANCE AND WARRANTY**

- A. The Contractor shall warrant all seed to be true to botanical name.
- B. The Contractor will not be responsible for defects resulting from neglect by the Owner, abuse or damage by others, or unusual phenomena or incidents beyond the Landscape Installer's control which result from natural causes such as floods, lightning, storms, freezing rains, severe predation, winds over 60 miles per hour (mph), fires or vandalism.
- C. The Contractor shall establish a dense cover of herbaceous species on all wetland areas seeded under the Contract. The Professional will conduct a field inspection of all seeded areas at the end of the first and second full growing seasons. Final acceptance will be granted at the end of the second full growing season.
  - 1. Areas which do not meet the contract requirements shall be reseeded within acceptable planting dates as directed by the Project Professional.
  - 2. The Project Professional will assess the basin for vegetative cover. Acceptance will be granted if the seeded areas meet the following parameters: 80 percent total cover, and any bare areas 100 square feet in size or greater shall be reseeded. These areas shall be reseeded as originally specified at no additional cost to the Owner.

**3.07 CLEANING, REMOVAL AND RESTORATION**

- A. Upon completion of seed installation, remove from the site and legally dispose of all trash and debris including any material removed during grade preparation. Restore existing wetland and upland areas damaged by operations under the contract. Restoration shall include finish grading and seeding as required to match existing grade and/or wetlands, and maintenance of restored areas. Any damage by the Contractor to established or newly seeded areas not within the project scope of work shall be repaired and reseeded at no cost to the Owner.

**END SECTION 02920**



**DETAILED SPECIFICATION  
FOR  
SECTION 02930 VEGETATIVE ESTABLISHMENT AND INVASIVE SPECIES CONTROL  
1 of 2**

**PART 1 – GENERAL**

1.01 SUMMARY

- A. The work shall consist of furnishing all labor, equipment, and materials to control the listed invasive species which may include, but is not limited to, the following items:
  - 1. Controlling the listed invasive species from Construction Site and surrounding buffer.

1.02 SITE VISIT

- A. During the one-year maintenance and warranty period following completion of the work, the Owner's designated Professional shall visit the site during the growing season to determine the presence of invasive species. If invasive species are found to be present at the site, the Contractor shall be notified and shall mobilize within ten days to commence with Invasive Species Control.
- B. The contractor shall notify the City of Ann Arbor and Leslie Park Golf Course staff at least 48 hours in advance prior to conducting invasive species control.

1.03 LICENSED APPLICATOR AND WORK PLAN

- A. The Contractor will supply Owner the name of the licensed pesticide applicator and an invasive species control work plan at the pre-construction meeting.

1.04 INVASIVE SPECIES CONSIDERED UNDESIRABLE PLANTS FOR WETLAND AREAS:

- A. Common Reed (*Phragmites australis*)
- B. Purple Loosestrife (*Lythrum salicaria*)
- C. Reed Canary Grass (*Phalaris arundinacea*)
- D. Garlic Mustard (*Alliaria petiolata*).
- E. Buckthorn (*Rhamnus cathartica* and *Rhamnus frangula*)
- F. Autumn olive (*Elaeagnus umbellata*)
- G. Narrow-Leaved Cat-tail (*Typha angustifolia*)
- H. Other species as identified by Wetland Specialist

**PART 2 – PRODUCTS**

2.01 HERBICIDE

- A. An aquatic safe herbicide such as Rodeo TM or Eagre TM (or approved equal), with Glyphosate as active ingredient, a nonpersistent, non-selective herbicide formulated for use on vegetation and woody brush and trees in or near standing water. It shall be used according to manufacturer's label, with these items emphasized:
  - 1. Do not spray when winds exceed 5 mph.
  - 2. Do not spray when rains are expected within 24 hours.
  - 3. Spray invasive species at the correct time for optimum effect (see Application Section).
  - 4. Avoid drift.
  - 5. Do not mix herbicide with water containing soil or silt, as the
  - 6. Do not apply herbicide within ½ mile upstream of a potable water intake.

2.02 SURFACTANT

- A. A surfactant, such as Cygnet Plus or RaiderTM, is required to increase adherence of herbicide to plant material.

**DETAILED SPECIFICATION  
FOR  
SECTION 02930 VEGETATIVE ESTABLISHMENT AND INVASIVE SPECIES CONTROL  
2 of 2**

2.03 DYE

- A. Mix an agriculturally-approved dye, such as Tracker™, with the herbicide to ensure full coverage and avoid overlap.

**PART 3 – EXECUTION**

3.01 HAND PULLING METHODS

- A. Hand-pull Invasive Species whenever possible. Hand pulling shall include all root mass.
- B. Herbicide applications shall only be used when removal by hand is impractical. In large concentration areas, consult with Professional for recommended action of Invasive Species removal.
- C. Hand-pull all individual Invasive Species (including root mass) outside the area of concentration where herbicide application is required. Excessive or major soil disturbance will not be allowed. Immediately place pulled plants in tightly closed receptacles and remove the plants from the site the same day they are pulled. The use of a pointed spade or fork may be required to facilitate full root removal.

3.02 HERBICIDE APPLICATION METHODS.

- A. The applicator must have a certified pesticide applicator license (that includes the category of aquatic pest control) from the State of Michigan. Contractor shall submit previous work experience documentation of applicator and plant specialist for approval to the Professional.
- B. Follow manufacturer's label for recommended herbicide concentrations when using these methods.
  - 1. Hand-held spray: Use backpack or knapsack sprayers outfitted with handguns for spot spraying, or for broadcast spraying in an Invasive Species monoculture.
- C. Mark and protect state listed Special Concern, Threatened, or Endangered Species plants.
- D. Protect all native plants from activities associated with Invasive Species control work by utilizing appropriate application methods (see Methods Section).
- E. Delineate, flag and spray major concentrations of Invasive Species with one of the above herbicides according to manufacturer's label and as directed by Professional.
- F. Apply the herbicide at the time of growing season when the Invasive Species are in full flower and going to seed. At this time, the plant will be translocating nutrients (and herbicide) to the roots and rhizomes for winter food storage. Since Glyphosate works by binding with food starch to essentially starve the plant, this is the ideal time to cause the most damage to roots and rhizomes. Application of herbicide before this time will mostly result in top kill only.
- G. Within two weeks after first herbicide treatment, reapply herbicide on all remaining living
- H. Invasive Species. Repeat process as required. This cost is incidental to seeding warranty period and will not be paid as a separate pay item.

**END SECTION 02930**

**DETAILED SPECIFICATION  
FOR  
MAINTENANCE OF TRAFFIC**

**1 of 2**

**DESCRIPTION**

Traffic shall be maintained in accordance with the City of Ann Arbor Public Services Department Standard Specifications and as specified in Sections 104.11, 812, and 922 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD), and as described herein.

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

**MATERIALS**

The materials and equipment shall meet the requirements specified in the corresponding sections of the MDOT 2012 Standard Specifications for Construction and the 2011 MMUTCD.

**Maintenance of Local Traffic**

Unless otherwise indicated on the plans, all side roads shall not be closed to through traffic except during construction operations of short duration and only upon written approval of the Engineer.

Local access shall be maintained at all times for emergency vehicles, refuse pick-up, mail delivery, school buses, and ingress/egress to public and private properties.

Contractor must accommodate the safe access to the residential buildings and businesses located within construction area.

Driveways shall not be blocked for extended periods of time unless arrangements can be made with the affected property owner(s). When it becomes necessary to temporarily block driveways, the Contractor shall notify the affected property owners in advance to coordinate the work and allow sufficient time for vehicles to vacate from properties. It may be necessary to allow for vehicles to temporarily park in the roadway at locations that do not interfere with the Contractor's work. During these periods the owners of the respective vehicles must be available to, with proper notice, move their vehicles if it becomes necessary to accommodate the work.

At times, when it becomes necessary to temporarily obstruct local traffic during the performance of the work, the Contractor shall provide traffic regulator control in conformance with Chapter 6E of the MMUTCD, Sections 6E.01 thru 6E.08. A minimum of two traffic regulators are required. The cost of traffic regulator control shall be included in the contract pay item "General Conditions".

A lane-closure permit shall be obtained by the Contractor from the Engineering Department, at least 48 hours in advance of any proposed lane or street closing.

**DETAILED SPECIFICATION  
FOR  
MAINTENANCE OF TRAFFIC**

**2 of 2**

No lane closures shall be permitted during the Independence Day and Labor Day holiday periods, as defined by the Engineer.

The hours of work on all Local streets are 7:00 a.m. to 8:00 p.m., Monday through Saturday, or as specified on the lane-closure permit. No equipment will be allowed in the street before or after these hours. Local streets may only be closed to through traffic (local access only) with written authorization of the Engineer. Work must be completed each day such that all streets are re-opened to through traffic by 8:00 p.m. unless otherwise specified, directed, or authorized in writing by the Engineer. All major changes in traffic control shall be made either between 9:30 a.m. and 3:30 p.m. or between 7:00 p.m. and 6:30 a.m. in order to minimize interference with rush-hour traffic. All traffic controls must be in-place and ready for traffic each day by 6:30 a.m. and 3:30 p.m.

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

The Contractor shall use quantities of dust palliative, maintenance aggregate, and cold patching/HMA mixtures for use as temporary base, surfacing, and dust control at utility crossings, side roads and driveways (wherever required to maintain traffic), and where directed by the Engineer to maintain local access. The cost for the use of dust palliative, maintenance aggregate, cold patch and/or hot mix asphalt 36A mixture, as required and directed by the Engineer for maintenance of traffic and local access, shall be included in contract pay item "General Conditions," and it will not be paid for separately.

The work of maintaining and relocating existing warning, regulatory and/or guide signs; and of removing, salvaging and reinstalling existing signs and supports is included in the bid price for the contract pay item "General Conditions".

Mailboxes and newspaper boxes that are in the way of the construction shall be removed and reset immediately in a temporary location approved by the Engineer. Mail and paper delivery shall not be interrupted during the construction. Upon completion of the construction, all mailboxes and newspaper boxes, including their supports, shall be repositioned in their permanent locations as approved by the Engineer. This work shall be included the contract unit price for the contract pay item "General Conditions," and it will not be paid for separately.

The Contractor shall perform the work of this Contract while maintaining traffic in accordance with the Contract Documents as specified herein. No traffic shall be allowed on newly placed asphalt surfaces until rolling has been satisfactorily completed and the surface has cooled sufficiently to prevent damage from traffic. This is to be accomplished by flag persons and by relocating traffic control devices to prevent traffic from entering the work area until such time that it can be safely maintained without damaging the new construction. The Contractor shall provide traffic regulators in sufficient number to maintain traffic as described herein, and to keep traffic off sections being surfaced, and provide for safe travel at all times as directed by the Engineer.

The Contractor shall furnish, erect, maintain, and upon completion of the work, remove any and all traffic control devices utilized on the project.

Each pressure distributor, paver and roller shall be equipped with at least one approved flasher light which shall be mounted on the equipment so as to give a warning signal ahead and behind.

**DETAILED SPECIFICATION  
FOR  
HOURS OF WORK**

**a. General Restrictions.- Hours** of work shall be as stated in the Ann Arbor City Code Title IX, Chapter 119, Page 9.363, Monday through Saturday, between the hours of 7:00 a.m. and 8:00 p.m.

**b. Exceptions.-** The Contractor shall only perform work at night or on Sundays as required by the Contract Documents, unless there is a special need and the work is approved by the Engineer. All requests to work during off-hours shall be included in the Contractor's progress schedule and submitted to the Engineer for approval a minimum of 5 working days prior to beginning the work.

**c. Noise Control. -** All noise generated by construction activities shall not exceed 71 decibels (dBA) beyond the property line of the property on which the work is being conducted between 7:00 a.m. and 8:00 p.m., Monday through Saturday. The Contractor shall provide screening, noise absorption, and level II sound attenuation as required on equipment to meet the noise limitations set herein. Any "off-hour" work will require a temporary exemption from the City of Ann Arbor City Administrator. A temporary exemption may be granted in accordance with each respective entities' code of ordinance.

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

**DETAILED SPECIFICATION  
FOR  
WORKING IN THE RAIN**

Portions of the work to be performed under this contract are weather sensitive. Contractor shall be responsible for coordinating and scheduling their work in anticipation of the weather.

The Contractor is solely responsible for repairing all damage to the work and to the site, including road infrastructure, road subgrades, underground utilities, any adjacent properties, and the like, which are damaged as a result of working in the rain or working in areas that are wet from recent precipitation.

The only exception to the above is as indicated in Detailed Specification “Extension of Time, Additional Compensation.”

The costs of complying with this requirement shall not be paid for separately, but shall be considered included in the cost of the affected contract pay items.

**DETAILED SPECIFICATION  
FOR  
EXTENSION OF TIME, ADDITIONAL COMPENSATION**

The Contractor shall notify the Engineer of their intent to submit a claim for additional compensation or an extension of time in accordance with the requirements of Section 104.10 of the 2012 edition of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction. Failure to do so may be a basis for not approving the request for additional compensation or extension of time. The notification will allow the Engineer an opportunity to influence, keep records, and monitor the work.

Extensions of time will not be authorized due to delays caused by, or stemming from, the weather for the period between November 14th and April 16th unless any of the following conditions are present:

1. Air temperature (as measured from a thermometer provided, maintained, and installed by the Contractor in a location on the worksite, as mutually agreed upon between the Contractor and the Engineer) is below 15°F for a period of time longer than 48 consecutive hours.
2. Accumulations of snow in excess of 12 inches occur in any 24 hour period.
3. Freezing rain in excess of 1/4-inch occur in any 24 hour period.
4. Wet weather event, as defined in Detailed Specification “Sewer Flow Control” requiring the temporary removal of flow diversion plugs and lateral bypass pumping system.

Should the above mentioned weather conditions occur, and the Contractor requests an extension of contract time, the time extension shall only be for the realized delay to the controlling work operation.

The above weather delays shall not be considered as a basis for additional compensation on this project.

In addition, if delays resulting from air temperature, snow accumulation, and/or freezing rain occur and the Contractor has their bypass pumping system in place and operational, the Contractor shall still be responsible to continuously protect and maintain in operation the complete sewer flow control system. Expenses related to maintaining the bypass pumping system shall not be considered to be additional costs or extra expenses during an authorized extension of time due to these weather-related time extensions.

The Contractor shall anticipate underground utility complications arising from the proposed utility work, unknown and/or fragile utilities, and utilities requiring investigation and or relocation. These utilities may be shown on the Drawings, correctly or incorrectly, or not at all, and may delay a controlling operation.

Additional compensation is defined as additional work, extra work, upward unit price adjustments, payments for down time, and the like.

**DETAILED SPECIFICATION  
FOR  
GENERAL CONDITIONS  
1 of 2**

**DESCRIPTION**

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

- Scheduling and organization of all work, subcontractors, suppliers, testing, inspection, surveying, and staking
- Coordination of, and cooperation with, other contractors, agencies, departments, and utilities
- Protection and maintenance of Utilities
- Placing, maintaining, and removing all soil erosion and sedimentation controls, including stone inlets filers (as shown on project plants)
- Maintaining drainage
- Maintaining driveways drive openings, sidewalks, bike paths, mail deliveries, and solid waste/recycle pick-ups. This includes the placement and maintenance of gravel in driveway openings as directed by the Engineer
- Storing all materials and equipment off lawn areas
- Temporary relocation and final replacement/re-setting of mailboxes
- Site clean-up
- Coordination efforts to furnish various HMA mixtures as directed by the Engineer
- Coordination efforts to furnish and operate various-size vehicles/equipment as directed by the Engineer
- Furnishing and operating vacuum-type street cleaning equipment a minimum of once per week or more frequently as directed by the Engineer
- Furnishing and operating vacuum-type utility structure cleaning equipment
- Furnishing and operating both vibratory plate and pneumatic-type (“pogo-stick”) compactors
- Furnishing and operating a backhoe during all work activities
- Furnishing and operating a jackhammer and air compressor during all work activities
- Noise and dust control
- Mobilization(s) and demobilization(s)
- Furnishing submittals and certifications for materials and supplies
- Disposing of excavated materials and debris - The Contractor shall dispose of, at the Contractor’s expense, all excavated material. Costs for this work will not be paid for separately.
- All miscellaneous and incidental items such as overhead, insurance, and permits.
- Meeting all requirements relating to Debarment Certification, Davis Bacon Act, and Disadvantaged Business Enterprise, and providing the necessary documentation.

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

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



**DETAILED SPECIFICATION  
FOR  
GENERAL CONDITIONS**

**2 of 2**

**MEASUREMENT AND PAYMENT**

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

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**DETAILED SPECIFICATION  
FOR  
ITEM #202 – AUDIO VISUAL TAPE COVERAGE, MODIFIED**

**1 of 3**

**DESCRIPTION**

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

The audio-visual filming shall be:

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

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

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

**PRODUCTION**

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

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

**DETAILED SPECIFICATION  
FOR  
ITEM #202 – AUDIO VISUAL TAPE COVERAGE, MODIFIED**

**2 of 3**

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

**COVERAGE**

The audio-visual film coverage shall include the following:

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

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

**AUDIOVISUAL FILMING SERVICES**

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

- Construction Video Media
- Midwest Company
- Topo Video, Inc.
- Video Media Corp.
- Paradigm 2000, Inc.
- Finishing Touch Photo and Video

**DETAILED SPECIFICATION  
FOR  
ITEM #202 – AUDIO VISUAL TAPE COVERAGE, MODIFIED**

**3 of 3**

**MEASUREMENT AND PAYMENT**

This work shall be included the contract unit price for the contract pay item “General Conditions,” and it will not be paid for separately.

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

**DETAILED SPECIFICATION  
FOR  
FINAL ACCEPTANCE**

**1 of 3**

**DESCRIPTION**

The Contractor shall conform to the requirements of Sections 104.07 and 109.07 of the 2012 edition of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction, "Contractor Obligations" and "Final Inspection, Acceptance, and Final Payment," respectively.

**Partial Acceptance.**- Upon completion of a portion of the work, the Contractor may request, in writing, partial acceptance of that portion of the work. Within 7 days of the Contractor's written request, the Engineer will conduct an inspection to determine if the Contractor has satisfactorily completed that portion of the work in accordance with the contract.

Within 7 days of the inspection, the Engineer will provide written notice of either partial acceptance for that portion of the work, or an explanation for rejecting the Contractor's request for partial acceptance. If the Engineer grants the partial acceptance, the Engineer will designate in writing what portion of the work is partially accepted and the effective date of the partial acceptance.

Should the Engineer consider that the portion of the work is not complete, the Engineer shall notify the Contractor in writing stating the reasons. The Contractor shall complete the work and send a second written notice to Engineer certifying the project, or designated portion of the project, is partially complete. The Engineer and City of Ann Arbor (City) will re-inspect the work.

Partial acceptance will relieve the Contractor of maintenance responsibility and third-party damage liability for the designated portion of the work. By relieving the Contractor of maintenance and third-party damage claims, the City does not relieve the Contractor of responsibility for defective work or damages caused by the Contractor's operations. The Contractor shall not construe partial acceptance to be final inspection, final acceptance of any part of the work, or waiver of any legal rights specified under Section 107 of the 2012 edition of the MDOT Standard Specifications for Construction.

**Delayed Acceptance.**- Upon completion of contract work items designated for delayed acceptance, the Contractor must notify the Engineer, in writing, of the completion of the designated work. Within 7 days of the Contractor's written request, the Engineer will conduct an inspection to determine if the Contractor has satisfactorily completed the designated portion of the work in accordance with the contract. Within 7 days of the inspection, the Engineer will notify the Contractor, in writing, of the date the delayed acceptance period begins.

Delayed acceptance will relieve the Contractor of maintenance responsibility and third-party damage liability for the designated portion of the work. By relieving the Contractor of maintenance and third-party damage claims, the City does not relieve the Contractor of responsibility for defective work or damages caused by the Contractor's operations. The Contractor shall not construe delayed acceptance to be final inspection, final acceptance of any part of the work, or waiver of any legal rights specified under Section 107 of the 2012 edition of the MDOT Standard Specifications for Construction.

**Final Clean-Up.**- Unless otherwise required in the Contract Documents, the cost of final clean-up is included in the contact unit price for the related items of work (contract pay items).

Before final acceptance, the Contractor must complete all of the following:

1. Remove the following from the project limits, unless otherwise required in the Contract Documents or directed by the Engineer:

**DETAILED SPECIFICATION  
FOR  
FINAL ACCEPTANCE**

**2 of 3**

- A. Unused and/or unneeded materials;
  - B. Temporary aggregates;
  - C. Temporary soil erosion and sedimentation control devices;
  - D. Rubbish;
  - E. Protective fencing;
  - F. Temporary pipe and supports;
  - G. Equipment;
  - H. Temporary traffic control devices; and
  - I. All other temporary construction items, equipment, and debris not specifically listed above.
2. Restore areas occupied during the project.
  3. Replace or repair damaged features.
  4. Provide the Engineer with written certification that all property that was used or damaged during performance of the work, including property outside of the project limits, has been restored in accordance with the Contract Documents, and applicable local, state, and federal requirements.
  5. Provide written certification that the project has been inspected in compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, including applicable testing in the presence of the Engineer.
  6. Clean paved areas, including public sidewalks directly adjacent to the site within 5 working days before opening the pavement surface to traffic taking precautions so as not to produce airborne dust when cleaning pavement.
  7. Rake clean other surfaces of the grounds.

**Final Inspection.-** The Engineer will conduct the final inspection within 7 days of receiving the Contractor's written notification that the work has been completed. The Contractor must attend the final inspection.

Within 7 days of the final inspection, the Engineer will provide written notice to the Contractor of a satisfactory final inspection or will provide a list of specific defects to be remedied in order to achieve a satisfactory final inspection.

**DETAILED SPECIFICATION  
FOR  
FINAL ACCEPTANCE**

**3 of 3**

Should the Engineer consider the work not complete and ready for final payment, the Engineer shall notify the Contractor in writing, stating the reasons. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written notice to the Engineer certifying that the work is complete. The Engineer will re-inspect the work.

Should the Engineer be required to perform additional re-inspections because of failure of the work to comply with the original certifications of the Contractor, the Engineer will deduct the cost of the re-inspections from the final amount to be paid to the Contractor.

After achieving satisfactory final inspection, the Contractor is relieved of the duty of maintaining and protecting the project. In addition, the Contractor is relieved of their responsibility for third-party damage claims, and for damage to the work that may occur after satisfactory final inspection.

**Final Acceptance.-** Within 7 days of satisfactory final inspection and submission of all required project and materials testing documentation by the Contractor, the Engineer will give the Contractor written notification of final acceptance.

The Contractor, without prejudice to the terms of the contract, is liable to the City at any time, both before and after final acceptance, for latent defects, fraud, such gross mistakes as may amount to fraud, or actions affecting the City's rights under any warranty or guarantee.

**Final Payment.-** The Contractor shall submit a final Application for Payment in accordance with the requirements of the Contract Documents.

Within 30 calendar days after final acceptance, the Engineer will prepare a final estimate of work performed. The Contractor will have 30 calendar days from the issuance of the final estimate to file a claim or objections to the quantities within the final estimate. If no claim or objections are filed within 30 calendar days, the City will process the final estimate for approval and final payment. At that time, the Contractor will be furnished a copy of the approved final estimate.

The final payment will be made when the Contractor has provided the following:

- A. All reports or documents required by the Engineer.
- B. The Consent of Surety for payment of the final estimate.
- C. Signed Contractor's Declaration (see Section 43 of the "General Conditions").

D. Satisfactory evidence by signed Contractor's Affidavit (see Section 44 of the "General Conditions") that all the indebtedness due to the contract has been fully paid or satisfactorily secured.

The City can recover all overpayments from the Contractor in the final estimate.



**DETAILED SPECIFICATIONS  
FOR  
GENERAL CONSTRUCTION NOTES**

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

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

**DETAILED SPECIFICATION  
FOR  
DISPOSING OF EXCAVATED MATERIAL**

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

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**DETAILED SPECIFICATION  
FOR  
PROTECTION OF UTILITIES**

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

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

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

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

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

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

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**DETAILED SPECIFICATION  
FOR  
SOIL EROSION AND SEDIMENTATION CONTROL MEASURES**

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

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

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

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

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

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**DETAILED SPECIFICATION  
FOR  
MATERIALS AND SUPPLIES CERTIFICATIONS**

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

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

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

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

# APPENDIX

## CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

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

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

The Contractor agrees:

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

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

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Phone/Email address

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

**CITY OF ANN ARBOR**  
**LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.61/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.18/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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Phone/Email address

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2019 - ENDING APRIL 29, 2020**

**\$13.61** per hour

If the employer provides health care benefits\*

**\$15.18** per hour

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

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

## **ENFORCEMENT**

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

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

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

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

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**



<b>Vendor Conflict of Interest Disclosure Form</b>
----------------------------------------------------

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:

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe in box below)

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

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

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



**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Phone/Email Address

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

# CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

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

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

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

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

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

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

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

## MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE) (2) ADDRESS

(3) PAYROLL NO. (4) FOR WEEK ENDING (5) PROJECT AND LOCATION (6) CONTRACT ID

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

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.

