

PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 26-17

S MAPLE RD, ARBORDALE ST, SHERWOOD ST, AND SHERWOOD CIR IMPROVEMENTS

City of Ann Arbor
ENGINEERING UNIT / PUBLIC SERVICES AREA



Due Date: March 11, 2026 by 11:00 a.m. (local time)

Issued By:

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

TABLE OF CONTENTS

<u>Section</u>	<u>No. of Pages</u>
Addendum 3.....	1
Addendum 2.....	1
Addendum 1.....	13
Schedule of Pricing	8
Contract.....	6
Performance Bond	1
Labor and Material Bond	2
Attachment B – General Declarations	2
Attachment C – Legal Status of Bidder	1
Attachment D – Prevailing Wage Declarations of Compliance Form.....	1
Attachment E – Living Wage Declaration of Compliance Form	1
Attachment F – Living Wage Ordinance Poster.....	1
Attachment G – Vendor Conflict of Interest Disclosure Form	1
Attachment H – Non-Discrimination Ordinance Declaration of Compliance Form.....	1
Attachment I – Non-Discrimination Ordinance Poster	1
Sample Certified Payroll Report Template.....	2
General Conditions.....	18
Standard Specifications.....	1
Detailed Specifications	39

ADDENDUM No. 3

RFP No. 26-17

S Maple, Arbordale St, Sherwood St, and Sherwood Cir Improvements

Due: Tuesday, March 17, 2026 at 11:00 A.M. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 5 pages.**

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

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

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

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

I. CORRECTIONS/ADDITIONS/DELETIONS

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

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

Plan Sheets	Revised cross sections for plan sheets 5 – 8 in Area II Arbordale & Sherwood. Revised cross sections now show sand subbase that was omitted in Addendum #1.
-------------	---

II. QUESTIONS AND ANSWERS

None.

ADDENDUM No. 2

RFP No. 26-17

S Maple, Arbordale St, Sherwood St, and Sherwood Cir Improvements

Due: Tuesday, March 17, 2026 at 11:00 A.M. (local time)

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

The Proposer is to acknowledge receipt of this Addendum No. 2 by signing and submitting Attachment B, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

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

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

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

I. CORRECTIONS/ADDITIONS/DELETIONS

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

Section/Page(s)	Change
Appendix Addition	8" and 10" Cla-Val Check Valve & Vault Details added as Appendix 2

II. QUESTIONS AND ANSWERS

None.

ADDENDUM No. 1

RFP No. 26-17

S Maple, Arbordale St, Sherwood St, and Sherwood Cir Improvements

Due: Tuesday, March 17, 2026 at 11:00 A.M. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 102 pages.**

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

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

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

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

I. CORRECTIONS/ADDITIONS/DELETIONS

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

Section/Page(s)	Change
Proposal Due Date	Prior Due Date: March 11, 2026 at 11:00 a.m. Revised Proposal Due Date: March 17, 2026 at 11:00 a.m.
Pre-Proposal Meeting Minutes	Addition of document
Schedule of Pricing / Cost	Schedule of Pricing/ Cost has been replaced in its entirety. Pages 16-23
Detailed Specifications	The following shall be replaced DS Curb Drain Open Cut

Detailed Specifications	The following have been added DS Nitrile Gasket DS Aggregate Base Course, 21AA, CIP DS Wood Fence
Plan Sheets	Plan sheets replaced in their entirety. Area 1 Maple; 1-23 Area 2 Arbordale Sherwood 1-53 Changes include: Revised cross sections. Extent of work is unchanged.

II. QUESTIONS AND ANSWERS

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

Question 1: Can the bid form be made available in excel format.
Answer 1: Yes, email jdykman@a2gov.org to request the bid form in excel format.
Respondents are responsible for confirming that it matches the final bid form.

Question 2: Is there an estimated cost of construction (for bonding purposes)?
Answer 2: The engineer's estimate for the project is \$5,500,000.

Question 3: Please confirm the following:
Who is responsible for the survey layout?
Who will be performing the onsite inspection? City/Third Party Inspection
Who is responsible and what company will be performing density testing?
Answer 3: The survey layout will be performed by the City of Ann Arbor.
The onsite inspection performed by the City of Ann Arbor, Carl Emmons
The density testing will be performed by Intertek-PSI.

Question 4: Confirm temporary tie-ins to the existing water to be abandoned and removed are not required between phases. If required, please specify the temporary connection locations.
Answer 4: As it is specified in the plans:

THE CONTRACTOR SHALL REMOVE AND ABANDON THE NECESSARY PORTIONS OF THE EXISTING WATER MAINS IN ORDER TO FACILITATE THE PROPOSED WATER MAIN INTER-CONNECTION. ALL COSTS ASSOCIATED WITH PERFORMING THE INTER-CONNECTION, COORDINATING UTILITY SHUTDOWNS, ABANDONING WATER MAIN, RE-ABANDONING THE WATER MAIN AND ALL RELATED WORK SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE RELATED ITEMS OF WORK.

Question 5: Is MDOT Class II Limestone Sand acceptable for this project?
Answer 5: No, it is too active and will likely run when we go back to excavate water services.

Question 6: The typical proposed cross sections show, Subbase 12 In, Class II, CIP on Maple and Subbase 10 In, Class II, CIP on Arbordale Sherwood. Should there be separate pay items for these?

Answer 6: The majority of the bid items are broken down by each Area (Maple, Arbordale/Sherwood) is being bid separately the unit prices do not need to match between the two-area schedule of prices, this allows contractors to reflect cost of effort for each area's pay items. More generally the sand subbase is paid for as 08000.00 "Subbase, CIP" furnish and place as a CYD unit so thickness is factored in.

Question 7: It was discussed in the pre bid meeting that on Arbordale/Sherwood the intent is to only provide a new aggregate section over the half of the road with the utility trench. Current bid plans do not reflect this.

Answer 7: A revised cross section on Sheet 6 & 8, will be issued as part of Addendum 1. Yes, we are calling for an 8" Agg Base across the half of the road width with the new watermain. Under the other side of the road the existing aggregate base will be re-used. Fine grading after HMA removal on the non-utility side will be paid for under "Machine Grading, SYD".

Question 8: Please define the payment limits for "Machine Grading, SYD".

Answer 8: The definition of the "Machine Grading" pay item is per City of Ann Arbor Standard Specifications.

Question 9: Please define the payment limits for "DS_Grading Roadway, SYD".

Answer 9: The special provision for "DS_Grading Roadway, SYD" is both an earth excavation to prepare the grade for the placement of Subbase and Aggregate, and fine grading pay item. Payment is calculated from CL to behind curb limits of impact along the length of that this work task was completed.

Question 10: Will there be a Agg Base, Ton pay item added to the bid form to supplement low spots within the "Machine Grading, SYD"?

Answer 10: Yes, refer to the updated Schedule of Pricing/Cost

Question 11: Are the aggregate(s), pavement replacement(s) and / or turf restoration(s) as required for temporary line stop installation incidental to the line stop pay item?

Answer 11: All the restoration work will be paid for by separate pay items for Temp lines stops restoration.

Question 12: Other recent City of Ann Arbor RFP projects have provided differing clarification regarding the requirement for external chimney seals. Please clarify expectations for this project?

Answer 12: External Chimney seals will apply to the Sanitary and Water structures which are raised prior to placing wearing coarse HMA and those set to final elevation in the concrete roadway. Please reference standard detail chimney seals

For sanitary MH's: SD-SN-1

For gate valve's in well: SD-W-3

For Storm MH's: SD-ST-1A

Those structures raised using the Core through wearing coarse and adjusted

with concrete set around the frame to final elevation shall not require a chimney seal.

Question 13: Please provide a MINIMUM length that will be paid for a short side water service transfer. The current pay item "Excavate and Backfill for Water Service Tap and Lead" is hard to provide an accurate price.

Answer 13: The short side service will have a minimum length of 5 feet, see Detailed Spec.

Question 14: Please confirm what, if any, pipe abandonment are required to be flow filled for this project?

Answer 14: The 6" sump pump line, and any pipes 12" or larger which are remaining in place shall be flow filled. Alternatively, the pipe can be removed.

Question 15: Please clarify if "Subbase CIP, CYD" will be paid for under sidewalks?

Answer 15: Yes.

Question 16: Will City trim the trees prior to the start of construction?

Answer 16: It depends, not in the Surrey Park sub and any work outside of the Maple Street ROW. Yes, along Maple ROW and along Arbordale/Sherwood the City has already gone through and trimmed.

Question 17: Most of the curb in the project has an HMA overlay. Can you please confirm what item the curb overlay will be paid for and how it will be measured?

Answer 17: HMA overlay on the gutter pan shall be removed and paid for as "DS_Concrete Curb and Gutter Reveal, SYD"

Question 18: Will preconstruction video be required for this project? Can a bid item for this work be added?

Answer 18: The City will be conducting preconstruction video for this project and no video is required by the contractor.

Question 19: Can you please provide the following clarifications for the Subbase, CIP items.

- a. The typical road cross section in Area I for Maple Road notes a sand subbase, Subbase, 12 In. Class II, CIP. Please confirm in what bid item this is to be paid.
- b. The typical road cross section in Area II for notes a sand subbase, Subbase, 10 In. Class II, CIP. Please confirm in what bid item this is to be paid.
- c. Will the sand subbase under the sidewalk items be paid for as "Subbase, CIP?" If not please clarify how the sand subbase will be paid for all sidewalk related work.

Answer 19: Payment for the 12 In. Subbase for Maple Road is in the bid form section, AREA I: MAPLE WATER PRESSURE IMPROVEMENTS, "Subbase, CIP" paid by the cubic yard. The bid item that will pay for the sand subbase in Area II is in the bid form section, AREA II: ARBORDALE STREET, SHERWOOD STREET, AND SHERWOOD CIRCLE IMPROVEMENTS, "Subbase, CIP" paid by the cubic yard. The goal of separating these items by area, along with other repeat items, is for the contractor to provide a price based on the efforts of each item within each area. Yes, sand subbase for sidewalk related work will be paid for by "Subbase, CIP."

- Question 20: Can you please provide the following clarification for Machine Grading and DS_Grading Roadway Items.
- How will the limits of Machine Grading be quantified for payment for.
 - How will the limits of DS_Grading Roadway be qualified for payment.
- Answer 20: Based on the work performed. DS_Grading Roadway is be paid for new road sections receiving a new subbase and aggregate base. Machine Grading will be paid for the remaining road section.
- Question 21: What are the limits of Machine Grading vs. DS_Grading Roadway in Area I? Ie. What are the limits of the parking lot to receive a new section.
- Answer 21: In the private roads, we are placing 8 inch aggregate base over the WM trench prepping the grade for the agg base will be paid for under "DS Grading Roadway". Area receiving HMA restoration beyond the WM trench shall be final graded paid for under "Machine Grading".
- Question 22: Please provide the typical road section for Sherwood Circle.
- Answer 22: See Addendum Sheet "8" added in the addendum.
- Question 23: Please provide or clarify the typical road section to follow the side street connections in Area II.
- Answer 23: The typical road sections for the side streets in Area II will follow that of the Arbordale/Sherwood sections. Subbase and aggregate base will be required on the water main half of the road, and the other half will be compacted in place, with agg base placed as deemed necessary by the Engineer.
- Question 24: Please clarify how the 21AA stone will be paid within the utility trenches outside of the proposed new road section areas.
- Answer 24: The furnishing and placement of backfill is inclusive in the utility trench pay item, 21AA Aggregate is paid for under the Aggregate Base, 1/2 In., 21AA, CIP
- Question 25: Will the sand subbase be paid for in utility trenches outside of the proposed new road section?
- Answer 25: Yes, up to 1 Foot behind back of curb.
- Question 26: If additional 21AA limestone is required on the side of the road that is not receiving a new section how is the stone to be paid? Can a pay item for this stone be added if incidental?
- Answer 26: An Aggregate 21AA, Tons pay item has been added to the Schedule of Pricing / Cost and will be paid for by stone used on the machine grading area to fix base to obtain cross fall.
- Question 27: Please provide clarification for following project phasing related questions.
- The progress schedule notes specific start and end dates for phase II work. Can these dates move up?
 - Is there any allowable overlap in work for PH I and PH II?
 - Is there any allowable overlap in PHII and PH III work?
- Answer 27: The start and end dates for phase II can move up if phase I is completed early. Phase II will be allowed to overlap with phase I upon substantial completion of phase I and Engineer approval. Phase III will be allowed to overlap with phase II upon substantial completion of phase II and Engineer approval.

Question 28: The water main work at both proposed check valves in Area I is shown in the same alignment as the existing water main. The proposed water main work will require the new water main to be tested and chlorinated. This will require the existing water main to be temporarily capped and taken out of service to install per plan. Please provide any limitations or required sequencing of this work the bidding contractors will need to follow? Is there sufficient looping of the existing water main to allow both check valve areas at the same time?

Answer 28: The current plan is to place a valve at each end to create a deadline. The existing water main can then be removed. The check valve and water main outside of the vault can be installed. Prior to re-connection perform pressure and bacteriological testing. There should be sufficient looping to allow both check valves at the same time.

Question 29: Please confirm the required location of temporary water main tie-ins between phase II and phase III.

Answer 29: These are up to the contractors means and methods as approved by the Project Engineer.

Question 30: Please clarify when / where "Aggregate Base, 6", 21AA, CIP" will be utilized / paid

Answer 30: Used under driveway approaches.

Question 31: Can the cost of the check valve vault please be provided.

Answer 31: List price Check Valve and vault are \$80,000/ 8-inch and \$85,000/. 10 inch. Contractor shall verify with Jett Pump.

Question 32: What is the proposed pick weight of the check valve vault.

Answer 32: Check Vaults come in two parts Bottom and Top. Bottom section 15,000 lbs Top section 14,000 lbs.

Question 33: Please consider adding a pay item for HMA hand patching in Area II schedule of items.

Answer 33: HMA Hand patch pay item has been added to the Schedule of Pricing / Cost.

Question 34: How is the aggregate under the proposed curb paid?

Answer 34: It will be paid for as Aggregate Base, 8 In., 21AA, CIP

Question 35: The plans depict new curbs in areas where a complete road section is not being installed. How is the excavation for the proposed curb paid.

Answer 35: The removal of curb will be paid by "Curb, Gutter, and Curb and Gutter, Any Type, Rem."

Question 36: Can the Sewer reports for this project please be provided.

Answer 36: Sanitary PACP report will be shared with the award contractor at the time of Notice to proceed.

- Questions 37: Please provide additional clarifications for the following DS_Curb Drain Items.
- a. What is the depth of the curb drain? Only minimum slope is noted in the plans.
 - b. Can a profile be provided of the curb drain to evaluate existing crossing conflicts?
 - c. Please provide the bedding and backfill detail for the proposed curb drain pipe.
 - d. In areas outside of roadway grading will the 21AA road section be paid?
 - e. The special provision notes "No extra will be paid to re-excavate the trench and place new backfill." How is the pipe being paid in these areas? It will be a sperate item of work please consider paying all curb drain by the LF installed.
 - f. Please confirm the curb drain "service lead" from the wye to the capped lead, 2' behind the curb will be paid by the LF.
 - g. Will all curb be removed and replaced to install the curb drain "service lead" beyond the back of curb? Are the contractors expected to tunnel under the existing curb in not planned for removal?

Answer 37: The depth must be below the frost line at a minimum of 3 ft. No profile will be provided. Follow ST-TD-1 for bedding and backfill. The Detailed Specification has been revised to remove the language regarding no extra payment for re-excavation, curb drain installed will be paid by the LF. Yes, the service leads will be paid by LF. Yes, all curb will be removed and replaced.

Question 38: Will any storm taps be considered incidental for this project or will all proposed storm sewer taping into an existing storm structure be paid under "Storm Sewer Tap, 12 In."

Answer 38: All proposed storm sewer tapping into an existing storm structure will be paid under "Storm Sewer Tap, 12 In."

Question 39: It was noted in the pre-bid meeting that locating the existing sanitary sewer laterals prior to utility installation is incidental to the utility work.

- a. Is locating the existing sanitary sewer lateral required before utility installation or only recommended?
- b. Will the contractor receive any compensation to remove and replace the lateral if deemed to be in the way?
If the contractor locates the existing sanitary lateral as required prior to installation and there is a conflict with the proposed water main profile how will the contractor be compensated for the necessary modification to avoid the existing sanitary lateral.

Answer 39: Location is only recommended to avoid conflict and claims. Yes a 6 In., SDR 26 PVC Sanitary Service Lead, SD-TD-2, Ft has been added to the bid form. To be used if there is a conflict with the proposed WM and needs to be rerouted, but not to be used if the sanitary lateral is exposed above the WM in the trench.

Question 40: In Area 1 at the Breckenridge Connection there will a piece of 10" pipe required to go from the 12"x10" Reducer to the 10" Sleeve. (Plan Sheet 16) I do not see a 10" water main pipe item. Can you please add to Area 1 bid Form?

Answer 40: Yes See updated Schedule of Pricing / Cost

Question 41: At the intersection of Pauline will it be required to remove the 12"x8" Tee or just cap the 8" Tee? as part of the abandonment? (Plan Sheet 21)

Answer 41: Only a cap for the 8". The updated plans now call out an 8" cap.

Question 42: Can you please confirm the intent is to tie back into the existing hydrant at station 11+38 Area II. If not, will it get a new hydrant or removed?

Answer 42: Yes, the intent is to tie into the existing hydrant lead.

Question 43: There are two shown existing water mains depicted on Northwood. Is one of them already abandoned?

Answer 43: Yes, the 6" water main was previously abandoned on Northwood St.

Question 44: Please confirm any part width drive approach construction required for pavement restoration in Area 1.

- Jade Court approach?
- S. Maple Road Pavement at Jade and Banyon?

Answer 44: The Jade Ct approach will need to be constructed in two halves to allow residents in and out of the court. There should be sufficient room to allow cars to not have to do S Maple Road pavement in halves at Jade and Banyon.

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

Pre-Proposal Meeting
Maple & Arbordale Sherwood Improvement Projects
February 27, 2026 @ Ann Arbor City Hall, 4th Floor Conference Room & via Microsoft Teams

- I. City Introductions
 - a. Project Manager – Jacob Dykman & Nicholas Bayley
 - b. Inspection - Carl Emmons
 - c. Construction Staking – City of Ann Arbor
 - d. Design Team – Alli Bennet
 - e. JETT Pump & Valve – John Bressler

- II. Project Overview

The Project will be split into two Areas:

- a. Area I: Surrey Park & S Maple Rd
 - i. Water main installation:
 - 1. North Durango Dr – Connect to Avant Ave WM to the north
 - 2. South Durango Dr – Connect Breckenridge Dr to Keystone Ln
 - 3. S Maple Rd
 - a. Connect Jade Ct to Banyan Ct, cut and cap existing water main
 - b. 8" Water Main running from Maple to Banyan Ct is in 20" steel casing.
 - 4. Check Valves – The goal of installing these check valves is to prevent flow from the 20" WM on Maple Rd. The water pressures provided by the 20" WM on Maple Rd are low. A pump station was installed as a part of the new Avant neighborhood to the north to increase pressures. The City's goal is to create an independent pressure district to expand the use of the pump station to the south. The 20" WM on Maple will only provide flow during fires and while to pump station is offline during electrical outages.

A Detail will be provided by JETT Pump & Valve that will include the pre-cast vault, check valve, reducers, supports, flange adaptor for dismantling, etc.

- ii. Road Resurfacing
 - 1. Surrey Park Neighborhood
 - a. Put back 2" of asphalt with 8" of 21AA base in Surrey Park Neighborhood where water main is placed.
 - b. Contractor should be aware of thin pavement in this neighborhood and should attempt to limit damage by using equipment suitable for 2" asphalt. Specific equipment that could be used in this area should be included in proposal.

- c. HMA Curb – The City has contacted the Surrey Park property management group who approved concrete curb if necessary.
 - 2. S Maple Rd
 - a. 8" non-reinforced concrete road
 - b. Area II: Arbordale/Sherwood
 - i. Water main & storm sewer installation will be phased:
 - 1. Phase II: Sherwood St & Sherwood Cir
 - 2. Phase III: Arbordale St
 - a. Nitrile gaskets to be used across frontage of gas station
 - ii. Storm Utilities
 - 1. All storm leads are non-reinforced concrete pipe needing to be replaced.
 - 2. Most catch basins are croc-inlets needing to be replaced. CBs not being replaced will get new covers.
 - 3. Arbordale/Sherwood/Northwood intersection reconfiguration
 - a. Temporary storm connections will be needed while laying water main and new storm through this intersection.
 - 4. Curb Drain, Footing drain discharge pipe
 - a. Filling curb drain gap
 - i. Arbordale from Northwood to Northwood
 - ii. Southern end of Sherwood St
 - iii. Sherwood Cir
 - iii. Road resurfacing
 - 1. The asphalt is currently overlaid east of Ivydale Ave, it will be repaved to the edge of metal, exposed gutter pan.
 - c. Engineer's estimate - \$553M
- III. General Items
 - a. AA Standard Specifications – 2025 Fall
 - i. DIP Class 350 WM with polywarp and tracer wire
 - b. Detailed Specifications
 - i. Schedule and Payment
 - ii. Area I Maple Phase 1: May 18 – July 13
 - iii. Area II Sherwood Phase 2: July 6 – Sept 8
 - iv. Area II Arbordale Phase 3: Sept 9 – Nov 23
 - c. Grading
 - i. No trash allowed in trenches
 - ii. Machine Grading Vs DS Roadway Grading
 - 1. High production proof roll will be a line item.
 - 2. Roadway grading includes proof roll of course to remain. Undercutting or high production undercutting will be determined after proof roll.

- d. Locate Sanitary Leads
 - 1. San leads must be located by contractor since they are not located by Miss Dig. Incidental to WM ft pay items
- e. Curb Drain
 - 1. Curb drain will be open cut operation using x" SDR 26 pipe.
 - 2. Install a wye and stub for each house, location will be determined in the field.
 - 3. Put a bend on the end and add a buried cleanout in the greenbelt, paid for as Curb Drain Clean out.
- f. Water Services- Excavate and Backfill for Water Service Tap and Leads
 - 1. Contractor excavates trench City PW tap the main and install corp stop and copper service back to the existing service and tie-in.
 - 2. When services are near each other share a trench where possible.
 - 3. The length of the long service will be paid when a trench is shared, minimum 5 feet.
- g. HMA Acceptance
 - 1. MDOT LAP Range 1 Range 2 material performance is required on this project
- h. MH Adjustment
 - i. Structure Cover, Adjust item applies to existing frames only. All Adjust Structure will get a new frame, if the lid cannot be reused it is paid for under Structure Cover Item 563.1 units Ea.
- i. Misc. construction items
 - 1. Save trees where possible
- j. Accessibility
 - i. Access to driveways - Contractor responsible for maintaining access to driveways during construction, and notifying residents when access will be unavailable (i.e. during water main installation, during paving, concrete work)
 - ii. Half width HMA removal for WM trench / storm replacements this will provide a construction vehicle surface and reduce dust and soil erosion.
 - iii. Other Half width HMA removal prior to HMA placement
 - iv. Must maintain local traffic
 - 1. Must maintain a drivable surface. 21AA does not have to be used, millings or existing base may be used.
 - v. Trash and Recycling-The contractor will be responsible for making sure that resident carts and/or dumpsters are able to be picked up weekly. This may include moving them to and from a location that the waste collection truck is able to access them. This cost is incidental to General Conditions.
 - 1. Garbage day is Thursday for both areas
 - vi. Mail service is walked door to door. Contractor shall ensure that USPS has sufficient space to pass to make their daily deliveries.
- k. Davis Bacon Wage Decisions

Certified Payroll Compliance – using Prevailing Wage Rate determination for Highway and Heavy -General Construction last modified will apply to this project

Heavy MI20260074, Mod 0 01/02/2026
Highway MI20260001, Mod 1 01/09/2026

IV. Addendum Items

- a. Addendum #1 – will include the following and will be issued the week of March 2:
 - i. Include Pre-Proposal Meeting Minutes
 - ii. Updated Bid Form
 - New Items
 - 1. Wood Fence Around Waste Receptacle on Durango South
 - 2. Nitrile Gasket for 8-inch WM on Arbordale along Gas station lot line
 - iii. Details of the Pre-assembled Cla-Val Check Valve and Well Unit
 - iv. Any revisions to the Plans and Specs related to questions received.

V. Proposal Schedule

- a. Written Questions due Monday, March 2, 2026, by 5:00PM
- b. Addendum anticipated by Friday, March 6, 2026
- c. ~~Proposal due Wednesday, March 11, 2026, by 11:00AM~~
- d. **New proposal due date: Tuesday, March 17, 2026 by 11:00 AM**
- e. Anticipated Council Award Monday, April 20, 2026
- f. Pre-Construction Meeting Monday, May 4, 2026
- g. Construction Start Monday, May 18, 2026

VI. Questions

Refer to Section II of this Addendum

Notes by:

Jake Dykman

jdyma@a2gov.org

PROJECT WIDE ITEMS

Company:

Project: S MAPLE RD, ARBORDALE ST, SHERWOOD ST, AND SHERWOOD CIR IMPROVEMENTS
File # 2025-011 RFP 26-17

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
01000.00	General Conditions, Max. \$215,000	LS	1	\$ <u>215,000.00</u>	\$ <u>215,000.00</u>
01001.00	Project Supervision, Max. \$110,000	LS	1	\$ <u>110,000.00</u>	\$ <u>110,000.00</u>
01002.00	Project Clean-Up and Restoration	LS	1	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
01021.00	Erosion Control, Inlet Protection, Fabric Drop	Ea	42	\$ <u>160.00</u>	\$ <u>6,720.00</u>
01030.00	Tree Protection Fence	Ft	2,519	\$ <u>6.00</u>	\$ <u>15,114.00</u>
01040.00	Minor Traffic Control, Max. \$100,000	LS	1	\$ <u>100,000.00</u>	\$ <u>100,000.00</u>
01041.00	Traffic Regulator Control	LS	1	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
01050.00	Sign, Type B, Temp, Prismatic, Furn & Oper	Sft	705	\$ <u>7.00</u>	\$ <u>4,935.00</u>
01051.00	Sign, Type B, Temp, Prismatic, Special, Furn & Oper	Sft	94	\$ <u>14.00</u>	\$ <u>1,316.00</u>
01052.00	Temporary "No Parking" Sign	Ea	155	\$ <u>30.00</u>	\$ <u>4,650.00</u>
01060.00	Lighted Arrow, Type A, Furn & Oper	Ea	2	\$ <u>750.00</u>	\$ <u>1,500.00</u>
01070.00	Sign, Portable, Changeable Message, Furn & Oper	Ea	2	\$ <u>5,000.00</u>	\$ <u>10,000.00</u>
01080.00	Plastic Drum, High Intensity, Lighted, Furn & Oper	Ea	212	\$ <u>29.00</u>	\$ <u>6,148.00</u>
01081.00	Channelizer Cone, High Intensity, 42 In., Furn & Oper	Ea	15	\$ <u>25.00</u>	\$ <u>375.00</u>
01092.00	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	Ea	33	\$ <u>105.00</u>	\$ <u>3,465.00</u>
01100.00	Pedestrian Type II Barricade, Temp, Furn & Oper	Ea	24	\$ <u>122.00</u>	\$ <u>2,928.00</u>
01102.00	Temporary Pedestrian Ramp, Furn & Oper	Ea	4	\$ <u>1,800.00</u>	\$ <u>7,200.00</u>
01112.00	Pavt Mrkg Cover, Type R, Black	Ft	439	\$ <u>3.95</u>	\$ <u>1,734.05</u>
01127.00	Pavt Mrkg, Wet Reflective, Type R, Tape, 6 In., White, Temp	Ft	1,362	\$ <u>3.65</u>	\$ <u>4,971.30</u>
01128.00	Pavt Mrkg, Wet Reflective, Type R, Tape, 6 In., Yellow, Temp	Ft	1,125	\$ <u>3.65</u>	\$ <u>4,106.25</u>

TOTAL FOR PROJECT WIDE ITEMS \$ 580,162.60
 (Also to be entered on Page 23)

AREA I: MAPLE WATER PRESSURE IMPROVEMENTS

Project: S MAPLE RD, ARBORDALE ST, SHERWOOD ST, AND SHERWOOD CIR IMPROVEMENTS
 File # 2025-011 RFP 26-17

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
02000.01	Tree, Rem, 6 In. - 12 In.	Ea	4	\$ 1,800.00	\$ 7,200.00
02020.00	HMA, Any Thickness, Rem	Syd	2,822	\$ 13.00	\$ 36,686.00
02025.00	Concrete Pavt, Any Thickness, Rem	Syd	571	\$ 26.00	\$ 14,846.00
02030.00	Curb, Gutter, and Curb and Gutter, Any Type, Rem	Ft	366	\$ 20.00	\$ 7,320.00
02040.00	Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem	Sft	1,152	\$ 3.00	\$ 3,456.00
03000.00	Machine Grading	Syd	1,750	\$ 15.00	\$ 26,250.00
03001.71	DS Grading Roadway	Syd	1,106	\$ 10.00	\$ 11,060.00
03030.01	Exploratory Excavation, SD-TD-1, (0-10' Deep)	Ea	5	\$ 2,500.00	\$ 12,500.00
03030.02	Exploratory Excavation, SD-TD-1, Additional Depth	Ft	5	\$ 1,000.00	\$ 5,000.00
04061.00	Sanitary Structure Cover, Adjust	Ea	2	\$ 1,500.00	\$ 3,000.00
06160.01	Storm Structure Cover	Ea	1	\$ 1,000.00	\$ 1,000.00
06160.02	Storm Structure Cover, Adjust	Ea	4	\$ 1,000.00	\$ 4,000.00
06183.02	Underdrain, Edge, 6 In.	Ft	240	\$ 30.00	\$ 7,200.00
07000.02	6 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	10	\$ 1,000.00	\$ 10,000.00
07000.03	8 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	699	\$ 260.00	\$ 181,740.00
07003.03	10 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	15	\$ 260.00	\$ 3,900.00
07000.05	12 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	66	\$ 260.00	\$ 17,160.00
07011.01	8 In. 90° DIP Bend	Ea	1	\$ 650.00	\$ 650.00
07011.02	8 In. 45° DIP Bend	Ea	5	\$ 582.00	\$ 2,910.00
07020.03	8 In. X 6 In. DIP Reducer	Ea	2	\$ 462.00	\$ 924.00
07020.09	12 In. X 8 In. DIP Reducer	Ea	1	\$ 1,410.00	\$ 1,410.00
07020.10	12 In. X 10 In. DIP Reducer	Ea	1	\$ 1,615.00	\$ 1,615.00
07030.13	12 In. X 12 In. X 8 In. DIP Tee	Ea	1	\$ 2,250.00	\$ 2,250.00
07049.02	Gate Valve in Box, 8 in.	Ea	1	\$ 3,500.00	\$ 3,500.00
07050.04	Gate Valve in Box, 12 In.	Ea	2	\$ 4,500.00	\$ 9,000.00
07060.02	Gate Valve in Well, 8 In.	Ea	1	\$ 8,000.00	\$ 8,000.00
07061.71	DS Check Valve in Well, 8 in.	Ea	1	\$ 125,000.00	\$ 125,000.00
07061.72	DS Check Valve in Well, 10 in.	Ea	1	\$ 125,000.00	\$ 125,000.00
07071.02	Tapping Sleeve & Valve in Well, 8 In.	Ea	1	\$ 25,000.00	\$ 25,000.00

TOTAL THIS PAGE 17
 (Also to be entered on Page 19)

\$ 657,577.00

07080.71 DS	Excavate & Backfill For Water Service Tap and Lead	Ft	10	\$ <u>250.00</u>	\$ <u>2,500.00</u>
07091.00	Water Structure Cover, Adjust	Ea	1	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
07100.00	Fire Hydrant Assembly, Complete	Ea	1	\$ <u>8,500.00</u>	\$ <u>8,500.00</u>
07102.00	Fire Hydrant Assembly, Rem	Ea	2	\$ <u>800.00</u>	\$ <u>1,600.00</u>
07110.01	Sacrificial Anode, 17-pound	Ea	11	\$ <u>600.00</u>	\$ <u>6,600.00</u>
07110.02	Sacrificial Anode, 32-pound	Ea	2	\$ <u>750.00</u>	\$ <u>1,500.00</u>
07130.01	Temporary Water Main Line Stop, 8 In. or less	Ea	2	\$ <u>6,500.00</u>	\$ <u>13,000.00</u>
07130.02	Temporary Water Main Line Stop, 10 In.	Ea	1	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
07130.03	Temporary Water Main Line Stop, 12 In.	Ea	1	\$ <u>7,000.00</u>	\$ <u>7,000.00</u>
07130.06	Temporary Water Main Line Stop, 20 In.	Ea	1	\$ <u>14,000.00</u>	\$ <u>14,000.00</u>
07131.70	Temporary Water Main Line Stop, Additional Rental Day, 10 In or less	Ea	6	\$ <u>600.00</u>	\$ <u>3,600.00</u>
07131.71	Temporary Water Main Line Stop, Additional Rental Day, 12 In.	Ea	2	\$ <u>800.00</u>	\$ <u>1,600.00</u>
07131.72	Temporary Water Main Line Stop, Additional Rental Day, 20 In.	Ea	2	\$ <u>1,000.00</u>	\$ <u>2,000.00</u>
07140.03	Water Main Pipe, 8 In. Dia., Abandon	Ft	178	\$ <u>9.00</u>	\$ <u>1,602.00</u>
07140.05	Water Main Pipe, 12 In. Dia., Abandon	Ft	86	\$ <u>10.00</u>	\$ <u>860.00</u>
07150.03	Water Main Pipe, 8 In. Dia., Rem	Ft	46	\$ <u>35.00</u>	\$ <u>1,610.00</u>
07150.05	Water Main Pipe, 12 In. Dia., Rem	Ft	67	\$ <u>35.00</u>	\$ <u>2,345.00</u>
07160.03	Gate Valve in Box, 8 In. Dia., Abandon	Ea	1	\$ <u>600.00</u>	\$ <u>600.00</u>
07190.04	Gate Valve in Well, 10 In. Dia., Rem	Ea	1	\$ <u>850.00</u>	\$ <u>850.00</u>
08000.00	Subbase, CIP	Cyd	150	\$ <u>60.00</u>	\$ <u>9,000.00</u>
08010.03	Aggregate Base, 8 In., 21AA, CIP	Syd	660	\$ <u>18.00</u>	\$ <u>11,880.00</u>
08060.00	HMA Hand Patch	Ton	5	\$ <u>145.00</u>	\$ <u>725.00</u>
08061.71	HMA Curb	Ft	271	\$ <u>22.00</u>	\$ <u>5,962.00</u>
08070.14	HMA, 4EL	Ton	535	\$ <u>125.00</u>	\$ <u>66,875.00</u>
08071.00	HMA Approach	Ton	63	\$ <u>145.00</u>	\$ <u>9,135.00</u>
08080.03	Conc Pavt, Non-Reinf, 8 In.	Syd	54	\$ <u>85.00</u>	\$ <u>4,590.00</u>
08090.01	Joint, Contraction, Cp	Ft	180	\$ <u>16.00</u>	\$ <u>2,880.00</u>
08090.71	Joint, Contraction, Crg	Ft	82	\$ <u>14.00</u>	\$ <u>1,148.00</u>
08091.71	Lane Tie, Epoxy Anchored	Ea	230	\$ <u>6.00</u>	\$ <u>1,380.00</u>
08100.03	Conc Pavt With Integral Curb, Non-Reinf, 8 In.	Syd	519	\$ <u>95.00</u>	\$ <u>49,305.00</u>
08110.00	Conc, Curb or Curb & Gutter, All Types	Ft	66	\$ <u>28.00</u>	\$ <u>1,848.00</u>
08120.01	Conc, Driveway Opening, Type M	Ft	79	\$ <u>40.00</u>	\$ <u>3,160.00</u>
08130.01	Conc, Sidewalk, 4 In.	Sft	551	\$ <u>8.00</u>	\$ <u>4,408.00</u>
08131.01	Conc, Sidewalk, Drive Approach, or Ramp, 6 In.	Sft	1,114	\$ <u>10.00</u>	\$ <u>11,140.00</u>

TOTAL THIS PAGE 18
(Also to be entered on Page 19)

\$ 260,703.00

08200.14 Pavt Mrkg, Polyurea, 6 In., Yellow	Ft	258	\$ <u>10.00</u>	\$ <u>2,580.00</u>
08210.01 Pavt Mrkg, Thermopl, 4 In., White	Ft	702	\$ <u>4.00</u>	\$ <u>2,808.00</u>
08251.00 Recessing Pavt Mrkg, Longit	Ft	258	\$ <u>10.00</u>	\$ <u>2,580.00</u>
10000.01 Tree, Medium, B&B	Ea	10	\$ <u>1,350.00</u>	\$ <u>13,500.00</u>
10021.71 DS Wood Fence for Dumpster Enclosure	Ft	52	\$ <u>100.00</u>	\$ <u>5,200.00</u>
10030.00 Fence, Rem	Ft	35	\$ <u>10.00</u>	\$ <u>350.00</u>
10060.00 Turf Restoration	Syd	423	\$ <u>25.00</u>	\$ <u>10,575.00</u>

TOTAL THIS PAGE 19 \$ 37,593.00

TOTAL FROM PAGE 17 \$ 657,557.00

TOTAL FROM PAGE 18 \$ 260,703.00

TOTAL FOR AREA I \$ 955,873.00
(Also to be entered on Page 23)

AREA II: ARBORDALE STREET, SHERWOOD STREET, AND SHERWOOD CIRCLE IMPROVEMENTS

Project: S MAPLE RD, ARBORDALE ST, SHERWOOD ST, AND SHERWOOD CIR IMPROVEMENTS

File # 2025-011 RFP 26-17

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
02000.01	Tree, Rem, 6 In. - 12 In.	Ea	1	\$ 1,800.00	\$ 1,800.00
02020.00	HMA, Any Thickness, Rem	Syd	13,442	\$ 7.00	\$ 94,094.00
02021.71	DS Concrete Curb and Gutter Reveal	Syd	984	\$ 4.00	\$ 3,936.00
02022.00	HMA Patch, Rem	Syd	64	\$ 20.00	\$ 1,280.00
02030.00	Curb, Gutter, and Curb and Gutter, Any Type, Rem	Ft	3,383	\$ 18.00	\$ 60,894.00
02040.00	Sidewalk, Sidewalk Ramp, and Driveway Approach, Any Thickness, Rem	Sft	4,043	\$ 2.00	\$ 8,086.00
03000.00	Machine Grading	Syd	7,000	\$ 12.00	\$ 84,000.00
03001.71	DS Grading Roadway	Syd	7,000	\$ 12.00	\$ 84,000.00
03001.72	DS Grading Sidewalk, Ramp, & Driveway Approach	Syd	608	\$ 10.00	\$ 6,080.00
03022.00	Subgrade Undercutting, Type III	Cyd	200	\$ 100.00	\$ 20,000.00
04014.01	6 In., SDR 26 PVC Sanitary Service Lead, SD-TD-2	Ft	100	\$ 175.00	\$ 17,500.00
04061.00	Sanitary Structure Cover, Adjust	Ea	19	\$ 1,000.00	\$ 19,000.00
06000.01	12 In., CL IV RCP Storm Sewer, SD-TD-1	Ft	749	\$ 135.00	\$ 101,115.00
06000.02	15 In., CL IV RCP Storm Sewer, SD-TD-1	Ft	121	\$ 150.00	\$ 18,150.00
06030.04	Storm Sewer Tap, 12 In. Dia.	Ea	6	\$ 1,000.00	\$ 6,000.00
06050.01	Storm Manhole, 48 In. Dia. (0-8' deep)	Ea	2	\$ 5,000.00	\$ 10,000.00
06050.02	Storm Manhole, 48 In. Dia., Additional Depth	Ft	1	\$ 500.00	\$ 500.00
06050.07	Storm Manhole, 84 In. Dia. (0-8' deep)	Ea	1	\$ 20,000.00	\$ 20,000.00
06060.01	Storm Inlet-Junction, 36 In. Dia., (0-8' deep)	Ea	2	\$ 2,750.00	\$ 5,500.00
06070.01	Storm Single Inlet, 24 In. Dia., (0-8' deep)	Ea	24	\$ 2,950.00	\$ 70,800.00
06070.02	Storm Single Inlet, 24 In. Dia., Additional Depth	Ft	4	\$ 500.00	\$ 2,000.00
06080.01	Storm High Capacity Inlet, 48 In. Dia., (0-8' deep)	Ea	10	\$ 6,500.00	\$ 65,000.00
06100.01	Storm Manhole Over Existing ("Doghouse"), 48 In. Dia.	Ea	1	\$ 7,500.00	\$ 7,500.00
06100.02	Storm Manhole Over Existing ("Doghouse"), 60 In. Dia.	Ea	1	\$ 9,500.00	\$ 9,500.00
06100.03	Storm Manhole Over Existing ("Doghouse"), 72 In. Dia.	Ea	1	\$ 15,000.00	\$ 15,000.00
06110.71	DS Storm Sewer Pipe, 6 In. Dia., Abandon	Ft	35	\$ 100.00	\$ 3,500.00
06120.03	Storm Sewer Pipe, 12 In. Dia., Rem	Ft	793	\$ 35.00	\$ 27,755.00
06120.04	Storm Sewer Pipe, 15 In. Dia., Rem	Ft	54	\$ 35.00	\$ 1,890.00
06120.07	Storm Sewer Pipe, 24 In. Dia., Rem	Ft	37	\$ 35.00	\$ 1,295.00

TOTAL THIS PAGE 20
(Also to be entered on Page 22)

\$ 766,175.00

06140.00 Storm Sewer Structure, Rem	Ea	2	\$ <u>650.00</u>	\$ <u>1,300.00</u>
06150.00 Storm Sewer Drop Structure, Rem	Ea	32	\$ <u>650.00</u>	\$ <u>20,800.00</u>
06160.01 Storm Structure Cover	Ea	6	\$ <u>750.00</u>	\$ <u>4,500.00</u>
06160.02 Storm Structure Cover, Adjust	Ea	17	\$ <u>1,000.00</u>	\$ <u>17,000.00</u>
06182.02 Underdrain, Edge, 6 In.	Ft	384	\$ <u>30.00</u>	\$ <u>11,520.00</u>
06191.71 DS□Curb Drain, 6 In., Open Cut	Ft	1,797	\$ <u>33.00</u>	\$ <u>59,301.00</u>
06200.71 DS□Curb Drain, PVC Tap	Ea	2	\$ <u>800.00</u>	\$ <u>1,600.00</u>
06210.71 DS□Curb Drain, PVC Clean Out	Ea	6	\$ <u>500.00</u>	\$ <u>3,000.00</u>
07000.01 4 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	2	\$ <u>5,000.00</u>	\$ <u>10,000.00</u>
07000.02 6 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	24	\$ <u>300.00</u>	\$ <u>7,200.00</u>
07000.03 8 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	3,558	\$ <u>205.00</u>	\$ <u>729,390.00</u>
07000.05 12 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	466	\$ <u>240.00</u>	\$ <u>111,840.00</u>
07005.71 DS□8 In., Nitrile Gasket	Ea	25	\$ <u>150.00</u>	\$ <u>3,750.00</u>
07011.02 8 In. 45° DIP Bend	Ea	22	\$ <u>582.00</u>	\$ <u>12,804.00</u>
07011.03 8 In. 22.5° DIP Bend	Ea	2	\$ <u>521.00</u>	\$ <u>1,042.00</u>
07011.04 8 In. 11.25° DIP Bend	Ea	12	\$ <u>530.00</u>	\$ <u>6,360.00</u>
07013.02 12 In. 45° DIP Bend	Ea	2	\$ <u>1,085.00</u>	\$ <u>2,170.00</u>
07013.03 12 In. 22.5° DIP Bend	Ea	4	\$ <u>970.00</u>	\$ <u>3,880.00</u>
07020.02 8 In. X 4 In. DIP Reducer	Ea	1	\$ <u>440.00</u>	\$ <u>440.00</u>
07020.03 8 In. X 6 In. DIP Reducer	Ea	5	\$ <u>462.00</u>	\$ <u>2,310.00</u>
07020.09 12 In. X 8 In. DIP Reducer	Ea	2	\$ <u>800.00</u>	\$ <u>1,600.00</u>
07030.04 8 In. X 8 In. X 4 In. DIP Tee	Ea	1	\$ <u>732.00</u>	\$ <u>732.00</u>
07030.06 8 In. X 8 In. X 8 In. DIP Tee	Ea	12	\$ <u>910.00</u>	\$ <u>10,920.00</u>
07030.13 12 In. X 12 In. X 8 In. DIP Tee	Ea	2	\$ <u>1,427.00</u>	\$ <u>2,854.00</u>
07030.15 12 In. X 12 In. X 12 In. DIP Tee	Ea	2	\$ <u>1,600.00</u>	\$ <u>3,200.00</u>
07060.02 Gate Valve in Well, 8 In.	Ea	12	\$ <u>7,000.00</u>	\$ <u>84,000.00</u>
07060.04 Gate Valve in Well, 12 In.	Ea	2	\$ <u>9,500.00</u>	\$ <u>19,000.00</u>
07080.71 DS□Excavate & Backfill For Water Service Tap and Lead	Ft	564	\$ <u>150.00</u>	\$ <u>84,600.00</u>
07100.00 Fire Hydrant Assembly, Complete	Ea	5	\$ <u>9,500.00</u>	\$ <u>47,500.00</u>
07102.00 Fire Hydrant Assembly, Rem	Ea	2	\$ <u>800.00</u>	\$ <u>1,600.00</u>
07110.01 Sacrificial Anode, 17-pound	Ea	8	\$ <u>600.00</u>	\$ <u>4,800.00</u>
07110.02 Sacrificial Anode, 32-pound	Ea	3	\$ <u>750.00</u>	\$ <u>2,250.00</u>
07130.01 Temporary Water Main Line Stop, 8 In. or less	Ea	2	\$ <u>6,500.00</u>	\$ <u>13,000.00</u>
07131.00 Temporary Water Main Line Stop, Additional Rental Day	Ea	2	\$ <u>550.00</u>	\$ <u>1,100.00</u>

TOTAL THIS PAGE 21
(Also to be entered on Page 22)

\$ 1,287,363.00

07140.01 Water Main Pipe, 4 In. Dia., Abandon	Ft	154	\$ <u>9.00</u>	\$ <u>1,386.00</u>
07140.02 Water Main Pipe, 6 In. Dia., Abandon	Ft	3,064	\$ <u>10.00</u>	\$ <u>30,640.00</u>
07140.03 Water Main Pipe, 8 In. Dia., Abandon	Ft	627	\$ <u>12.00</u>	\$ <u>7,524.00</u>
07141.00 Gate Valve in Box, 6 In. Dia., Abandon	Ea	5	\$ <u>500.00</u>	\$ <u>2,500.00</u>
07180.01 Gate Valve in Well, 4 In. Dia., Abandon	Ea	1	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
07180.02 Gate Valve in Well, 6 In. Dia., Abandon	Ea	4	\$ <u>1,250.00</u>	\$ <u>5,000.00</u>
07180.03 Gate Valve in Well, 8 In. Dia., Abandon	Ea	2	\$ <u>1,500.00</u>	\$ <u>3,000.00</u>
08000.00 Subbase, CIP	Cyd	1,960	\$ <u>60.00</u>	\$ <u>117,600.00</u>
08060.00 HMA Hand Patch	Ton	10	\$ <u>375.00</u>	\$ <u>3,750.00</u>
08010.02 Aggregate Base, 6 In., 21AA, CIP	Syd	228	\$ <u>15.00</u>	\$ <u>3,420.00</u>
08010.03 Aggregate Base, 8 In., 21AA, CIP	Syd	7,000	\$ <u>18.00</u>	\$ <u>126,000.00</u>
08010.71 Aggregate Base Course, 21AA, CIP	Ton	240	\$ <u>75.00</u>	\$ <u>18,000.00</u>
08070.14 HMA, 4EL	Ton	2,767	\$ <u>117.00</u>	\$ <u>323,739.00</u>
08100.71 DS[Sidewalk Retaining Wall, Integral, 6 In to 18 In. Height	Sft	18	\$ <u>100.00</u>	\$ <u>1,800.00</u>
08110.00 Conc, Curb or Curb & Gutter, All Types	Ft	3,104	\$ <u>37.00</u>	\$ <u>114,848.00</u>
08120.01 Conc, Driveway Opening, Type M	Ft	467	\$ <u>40.00</u>	\$ <u>18,680.00</u>
08130.01 Conc, Sidewalk, 4 In.	Sft	952	\$ <u>8.00</u>	\$ <u>7,616.00</u>
08131.01 Conc, Sidewalk, Drive Approach, or Ramp, 6 In.	Sft	3,263	\$ <u>9.00</u>	\$ <u>29,367.00</u>
08140.71 DS[Speed Hump	Syd	80	\$ <u>125.00</u>	\$ <u>10,000.00</u>
08141.71 DS[Raised Crosswalk	Syd	161	\$ <u>140.00</u>	\$ <u>22,540.00</u>
08150.00 Detectable Warning Surface	Ft	135	\$ <u>65.00</u>	\$ <u>8,775.00</u>
08190.78 DS[Pavt Mrkg, Polymer Cement Surface, 12 In., Crosswalk	Ft	168	\$ <u>16.50</u>	\$ <u>2,772.00</u>
08190.79 DS[Pavt Mrkg, Polymer Cement Surface, Speed Hump Chevron	Ea	20	\$ <u>675.00</u>	\$ <u>13,500.00</u>
08200.09 Pavt Mrkg, Polyurea, 24 In., Stop Bar	Ft	116	\$ <u>15.00</u>	\$ <u>1,740.00</u>
08200.10 Pavt Mrkg, Polyurea, 12 In., Crosswalk	Ft	981	\$ <u>6.50</u>	\$ <u>6,276.50</u>
08200.13 Pavt Mrkg, Polyurea, 6 In., White	Ft	158	\$ <u>15.00</u>	\$ <u>2,370.00</u>
08200.15 Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	Ea	1	\$ <u>250.00</u>	\$ <u>250.00</u>
08200.17 Pavt Mrkg, Polyurea, Rt Turn Arrow Sym	Ea	1	\$ <u>250.00</u>	\$ <u>250.00</u>
08200.25 Pavt Mrkg, Polyurea, Only	Ea	2	\$ <u>250.00</u>	\$ <u>500.00</u>
08251.00 Recessing Pavt Mrkg, Longit	Ft	158	\$ <u>5.00</u>	\$ <u>790.00</u>
08252.00 Recessing Pavt Mrkg, Transv	Sft	1,881	\$ <u>5.00</u>	\$ <u>9,405.00</u>
08300.71 DS[Raised Device Delineator	Ea	20	\$ <u>100.00</u>	\$ <u>2,000.00</u>
10060.00 Turf Restoration	Syd	500	\$ <u>25.00</u>	\$ <u>12,500.00</u>
TOTAL THIS PAGE 22			\$ <u>909,638.50</u>	
TOTAL FROM PAGE 20			\$ <u>766,175.00</u>	
TOTAL FROM PAGE 21			\$ <u>1,287,262.00</u>	
TOTAL FOR AREA II (Also to be entered on Page 23)			\$ <u>2,963,176.50</u>	

TOTAL FOR PROJECT WIDE ITEMS	\$ <u>580,162.60</u>
TOTAL FOR AREA I	\$ <u>955,873.00</u>
TOTAL FOR AREA II	\$ <u>2,963,176.50</u>
TOTAL BASE BID	\$ <u>4,499,212.10</u>

CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, at 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Eminent Excavating LLC ("Contractor") a Michigan Corporation, at 22161 Outer Drive, Dearborn, MI 48124.

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 **S Maple Rd, Arbordale St, Sherwood St, and Sherwood Cir Improvements – RFP #26-17** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

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

General Conditions
Standard Specifications
Detailed Specifications
Plans
Addenda

ARTICLE II - Definitions

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

Project means **S Maple Rd, Arbordale St, Sherwood St, and Sherwood Cir Improvements – RFP #26-17**

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

Contractor's Representative means **Francisco Guardado** whose job title is **Operations Manager**.

ARTICLE III - Time of Completion

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

the Project Schedule Detailed Specification.

- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$2,000 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

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

ARTICLE IV - The Contract Sum

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

Four million, four hundred ninety-nine thousand, two hundred twelve and 00/100 Dollars (\$4,499,212.00)

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

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

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

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

ARTICLE XI – Electronic Transactions

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

[Signatures on next page]

EMINENT EXCAVATING LLC

CITY OF ANN ARBOR

By: _____

Name: Francisco Guardado

Title: Operations Manager

Date: _____

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to substance:

By: _____

Name: Jordan Roberts

Title: Public Services Area
Administrator

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____

PERFORMANCE BOND

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

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

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

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

Approved as to form:

Name and address of agent:

Atleen Kaur, City Attorney

LABOR AND MATERIAL BOND

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

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

SIGNED AND SEALED this _____ day of _____, 202__

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

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

Approved as to form:

Atleen Kaur, City Attorney

Name and address of agent:

ATTACHMENT B
GENERAL DECLARATIONS

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

Ladies and Gentlemen:

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

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

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

In accordance with these bid documents, and Addenda numbered 1, 2, 3, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

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

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

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

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

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

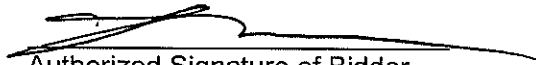
If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

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

SIGNED THIS 16th DAY OF March, 2026.

Eminent Excavating

Bidder's Name



Authorized Signature of Bidder

22161 Outer Drive, Acarboro, MT

Official Address

Franc Guardado

(Print Name of Signer Above)

313-304-1154

Telephone Number

fguardado@eminentlocal.com

Email Address for Award Notice

ATTACHMENT C
LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

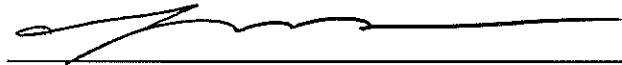
NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of Michigan whom Francisco Guardado bearing the title of OPM 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: FG
(initial here)

Authorized Official

 Date March 16, 2026

(Print) Name Franc Guardado Title Operations Manager

Company: EMINENT EXCAVATING LLC

Address: 22161 Outer Drive, Dearborn MI 48124

Contact Phone (313) 304 - 1154 Fax () _____

Email fguardado@eminentlocal.com

ATTACHMENT D
PREVAILING WAGE DECLARATION OF COMPLIANCE

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

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

The Contractor agrees:

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

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

EMINENT EXCAVATING LLC

Company Name



Signature of Authorized Representative

03-16-24

Date

Franc Guardado - OPM

Print Name and Title

22161 Outer Dr, Dearborn MI 48124

Address, City, State, Zip

313-304-1154 - fguardado@eminentlocal.com

Phone/Email address

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

Attachment F

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2025 - ENDING APRIL 29, 2026

\$17.08 per hour

If the employer provides health care benefits*

\$19.04 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**



ATTACHMENT G

Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
<div style="font-size: 2em; font-family: cursive;">N/A</div>	

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

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
<div style="font-size: 1.2em; font-family: cursive;">EMINENT EXCAVATING LLC</div>	<div style="font-size: 1.2em; font-family: cursive;">313-304-1154</div>	
Vendor Name	Vendor Phone Number	
	<div style="font-size: 0.8em; font-family: cursive;">03/16/26</div>	<div style="font-size: 1.2em; font-family: cursive;">Franc Guardado</div>
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

ATTACHMENT H

DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

EMINENT EXCAVATING LLC

Company Name

[Signature]

Signature of Authorized Representative

03/16/26

Date

Franc Guardado - OPM

Print Name and Title

22161 Outer Drive, Dearborn MI 48124

Address, City, State, Zip

313-304-1154 fguardado@eminentlocal.com

Phone/Email Address

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

ATTACHMENT I

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

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

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

(a)	(b)	(c)	(d) DAY AND DATE							(e)	(f)	(g)	(h)	(i)	(j) DEDUCTIONS					(k)				
			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
NAME:										0			\$0.00										\$0.00	\$0.00
ETH/GEN: ID #: GROUP/CLASS #:		S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH/GEN: ID #: GROUP/CLASS #:		S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH/GEN: ID #: GROUP/CLASS #:		S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH/GEN: ID #: GROUP/CLASS #:		S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH/GEN: ID #: GROUP/CLASS #:		S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH/GEN: ID #: GROUP/CLASS #:		S								0			\$0.00										\$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.

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Order of Completion

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

Section 3 - Familiarity with Work

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

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

Section 4 - Wage Requirements

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

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

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

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

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

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

Section 5 - Non-Discrimination

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

Section 6 - Materials, Appliances, Employees

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

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

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

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

Section 8 - Royalties and Patents

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

Section 9 - Permits and Regulations

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

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

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

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

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

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

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

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

Section 11 - Inspection of Work

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

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

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

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

Section 12 - Superintendence

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

Section 13 - Changes in the Work

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

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

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

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

Section 14 - Extension of Time

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

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

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

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

Section 15 - Claims for Extra Cost

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

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

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

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

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

Section 16 - Progress Payments

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

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

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

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

Section 17 - Deductions for Uncorrected Work

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

Section 18 - Correction of Work Before Final Payment

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

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

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

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

Section 19 - Acceptance and Final Payment

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

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

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

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

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

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

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

Section 20 - Suspension of Work

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

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

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

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

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

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

Section 22 - Contractor's Right to Terminate Contract

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

Section 23 - City's Right To Do Work

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

Section 24 - Removal of Equipment and Supplies

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

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

Section 25 - Responsibility for Work and Warranties

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

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

Section 26 - Partial Completion and Acceptance

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

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

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

Section 27 - Payments Withheld Prior to Final Acceptance of Work

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

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

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

Section 28 - Contractor's Insurance

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

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

Required insurance policies include:

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

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

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

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

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

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

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

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

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

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

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

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

Section 30 - Damage Claims

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

Section 31 - Refusal to Obey Instructions

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

Section 32 - Assignment

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

Section 33 - Rights of Various Interests

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

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

Section 34 - Subcontracts

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

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

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

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

Section 35 - Supervising Professional's Status

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

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

Section 36 - Supervising Professional's Decisions

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

Section 37 - Storing Materials and Supplies

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

Section 38 - Lands for Work

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

Section 39 - Cleaning Up

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

Section 40 - Salvage

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

Section 41 - Night, Saturday or Sunday Work

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

Section 42 - Sales Taxes

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

Section 43

CONTRACTOR'S DECLARATION

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

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

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

STANDARD SPECIFICATIONS

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

Standard Specifications are available online:

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

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE AND PAYMENT

AA:NJB/JDD

1 of 4

2/4/26

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 **May 4, 2026**, and only upon receipt of the fully executed Contract and Notice to Proceed. Appropriate time extensions shall be granted if the Notice to Proceed is delayed beyond this date.
2. This Contract requires water main, storm sewer improvements, resurfacing, sidewalk, and ramp replacement along with turf establishment; and shall be substantially completed on or before **November 23, 2026**.
3. The work under this Contract shall consist of three (3) phases.
 - a. **Phase 1:** Work on Durango Drive, Breckenridge Drive, Country Village Court, and South Maple Road. All road and utility work shall be completed on these streets no later than **July 13, 2026**.
 - b. **Phase 2:** Work on Sherwood Street and Sherwood Circle. These streets shall be base paved no later than **September 8, 2026**. Work on Phase 2 can begin no earlier than **July 6, 2026**, with the approval of the Project Engineer.
 - c. **Phase 3:** Excavation Work on Arbordale Street until after base pavement has been placed on Phase 2. Arbordale Street, Sherwood Street, and Sherwood Circle shall be fully paved with all associated pavement markings ready for use by the public no later than **November 23, 2026**.

4. The following workday, hour, and other work restrictions are imposed by the City of Ann Arbor.

Contractor operations shall be limited by local municipality work time, noise and dust ordinance:

- Monday through Friday: 7:00 am – 8:00 p.m.
- Saturday: 7:00 a.m.– 8:00 p.m.; Notice given to City of Ann Arbor no less than 48 hours prior to the work and no more than 5 days
- Sunday: Only with written approval from the City of Ann Arbor.

No work shall be performed during Holidays as follows, unless approved by the City of Ann Arbor:

- Memorial Day, May 25, 2026
- Independence Day, July 3, 2026 (Observed)
- Labor Day, September 1, 2026
- Thanksgiving Day, November 26, 2026

NOTE: The University of Michigan will be hosting home football games on the following dates:

- September 5, 2026
- September 12, 2026
- September 19, 2026
- September 26, 2026
- October 17, 2026
- October 24, 2026
- November 7, 2026
- November 21, 2026

Additionally, Michigan Stadium will be hosting concerts on the following dates:

- July 24, 2026
- July 25, 2026

The contractor should be aware of these dates and recognize potential road closures and detours may cause significant delays to material delivery. No extension of contract will be allowed due to delays caused by Stadium events or UofM Football.

City Council approval is expected on or before **April 20, 2026**. The Contractor shall not begin the work without approval from the Project Engineer, and in no case before the receipt of the Notice to Proceed.

Contractor will be furnished with two (2) copies of the Contract, for his/her execution, before the aforementioned City Council meeting. 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**.

Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel and equipment and work throughout all authorized hours to complete the project by the final completion date. Should the Contractor demonstrate that they must work on

some Sundays to maintain the project schedule, they may do so between the hours of 9:00 a.m. and 5:00 p.m. with prior approval from the City. There will be no additional compensation due to the Contractor for work performed on Sundays.

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

Failure to complete all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$2,000.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the times for each sub-phase, as required by this Detailed Specification.

Working in the Rain

The Contractor shall not work in the rain unless authorized in writing by the Engineer. The Engineer may delay or stop the work due to threatening weather conditions.

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

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

Working in the Dark

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

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

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

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

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 Liquidated Damages from the payments due the Contractor, as stated in the contract.

Measurement and Payment

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

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

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PAVEMENT PROTECTION IN THE SURREY PARK NEIGHBORHOOD

AA:JDD

1 of 1

2/13/26

a. Description. This detailed specification outlines the special care that is needed while performing work in the Surrey Park Neighborhood. The goal of this detailed specification is to protect the 2" asphalt pavement beyond the designated construction zone in section C of this detailed specification.

b. Materials. None specified.

c. Construction. The Contractor shall provide rubber-tracked equipment to perform the necessary work in the Surrey Park Neighborhood. The Contractor shall limit the amount of dry steering of trucks, excavators, and other construction equipment required to perform the work. The construction zone will be defined as the following limits:

- Durango Drive from Keystone Lane to north end of ROW
- Breckenridge Drive from South Maple Road to 40 feet west of Durango Drive measured from the center of the Breckenridge Drive and Durango Drive intersection

Materials shall not be stockpiled directly on asphalt pavement outside of the construction zone. No parking of construction vehicles shall occur outside of the construction zone.

d. Damage and Responsibility. The Contractor is solely responsible for all damage caused by construction outside of the construction zone.

Repairs shall include but are not limited to:

- Full depth pavement repair
- Saw-cut removal and replacement at the damaged asphalt limits
- Subgrade recompaction and/or replacement if deemed necessary by the PSAA

Surface patching alone will not be accepted where base or subgrade damage has occurred. Repairs shall restore the pavement to equal or better condition than prior to construction. The PSAA reserves the right to inspect equipment loads, halt operations causing visible distress of the pavement, and require additional protection measures to be taken. Failure to comply may result in suspension of work with no compensation of the Contractor.

e. Measurement and Payment. No separate payment will be made for pavement protection measures. All costs associated with compliance with this detailed specification shall be considered incidental to the Contract.

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

AA:NJB

1 of 1

2/6/26

a. Description. This work consists of cold milling existing concrete curb and gutter areas overlaid with HMA material to reveal the edge-of-metal of the curb and gutter in advance of the rest of the roads cold milling. The idea being it will allow for a condition inspection in advance of the curb repair effort. Work to be done in accordance with section 501 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, as directed by the PSAA, and as described herein.

b. Materials. None specified.

c. Construction. Perform localized cold milling along the concrete gutter pan overlaid with HMA to reveal the edge-of-metal of the existing concrete curb and gutter. Perform this work in accordance with subsection 501.03 of the MDOT 2020 Standard Specifications for Construction, and as directed by the Engineer at the location designated by the Engineer. Perform subsequent handwork and/or necessary machine work to remove HMA overlay material from the gutter pan and dispose of this material properly.

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

Pay Item	Pay Unit
DS_Concrete Curb and Gutter Reveal	Syd

Measure **DS_Concrete Curb and Gutter Reveal** by square yards of gutter pan revealed, unit price includes the cost for all labor, equipment and materials required to remove, load, haul, and dispose of the cold milled material, and sweeping of the cold milled surface. This operation must be completed in advance of the road milling. Removal of overlay HMA in the gutter pan at the same time as general road milling is paid for under that roadway HMA removal pay item.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
GRADING ROADWAY

AA: NJB/JDD

1 of 2

2/18/26

a. Description. The pay item “Grading Roadway” shall be used to for effort to excavate existing road base over the water main side of the half roadway in preparation for placement of subbase and aggregate base. This includes motor grading and compact of existing subbase, and fine grading of the aggregate base in preparation for placing HMA base and concrete material. Effort shall be in accordance with 2025 Standard Specification Article 10, Section III.H., except as specified herein.

b. Materials. None specified.

c. Construction. The Contractor shall excavate existing road base material to such a depth as to allow for the placement of new subbase and aggregate base materials as shown in the cross section. Proof-rol, grade and compact the existing subbase, and fine grading the new aggregate base, between edge of metal to edge of metal, where curb and gutter exist or 12 inches past proposed edge of pavement. This shall include, but not be limited to, the excavation of miscellaneous concrete and miscellaneous HMA pavement, soil, rocks of any size, and bricks; the removal and proper disposal off-site of surplus excavated material; the scarifying, of existing aggregate base, the trimming, grading, compaction and proof-rolling of the prepared subgrade; the full depth saw-cutting of pavement at the removal limits. Road subbase and base materials furnished and placed shall be paid for separately.

The Contractor shall add to, re-shape, re-grade, and re-compact the existing roadbed materials, and shall construct the roadway to the cross-section(s) as indicated on the Plans, as detailed in the Specifications, and as directed by the PSAA. The Contractor shall use blade graders, vibratory rollers, and/or other equipment as necessary and as directed by the PSAA, for this work. Use of each specific piece of equipment is subject to the approval of the PSAA.

The Contractor shall remove and dispose of all bricks, if present, as directed by the PSAA.

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

The Contractor shall move exiting salvage longitudinally and/or transversely where necessary, and as directed by PSAA.

The Contractor shall keep all areas of the work graded and well drained.

The Contractor is solely responsible for the maintenance and protection of the subgrade. Further, any damage to the subgrade which, in the opinion of the PSAA, is caused as a result of the Contractor's operation(s), or its subcontractors' or suppliers' operation(s), shall be repaired by the Contractor at the Contractor's expense. This includes any additional earthwork and/or maintenance materials as directed by the PSAA, for the purposes of the Contractor's maintenance and protection of the subgrade. The Contractor shall not be entitled to any additional compensation for the implementation of these procedures.

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

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

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

<u>Pay Item</u>	<u>Pay Unit</u>
DS_Grading Roadway.....	Square Yard

The pay item **DS_Grading Roadway** shall be measured by length and width in square yards, or portion thereof, where this work effort is provided.

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

AA:DAD/AMW

1 of 1

12/07/23

a. Description. Remove miscellaneous structures and materials, and complete all earthwork required to construct new and replacement sidewalks, sidewalk ramps and driveway approaches to the lines and grades shown on the plans and/or as directed by the PSAA. Complete this work according to the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, this detailed specification, and as directed by the PSAA.

b. Materials. Provide materials in accordance with subsection 205.02 of the MDOT 2020 Standard Specifications for Construction as necessary to achieve the required cross section(s). The Contractor may use excavated material, if suitable, as embankment with approval by the PSAA.

c. Construction. Complete this work, as applicable, according to subsection 205.03 of the MDOT 2020 Standard Specifications for Construction. Grading for sidewalks, sidewalk ramps and driveway approaches includes, but is not limited to, the following work:

1. Stripping and stockpiling topsoil for use in turf establishment as approved.
2. Removing rocks or boulders less than 0.5 cubic yards in volume.
3. Excavating material to a depth necessary for construction.
4. Disposing of excess and unsuitable material according to section 205 of the MDOT 2020 Standards Specifications for Construction.
5. Shaping, grading, and compacting the subgrade to proposed grades to prepare it for embankment, subbase or aggregate base bedding materials or for an aggregate surface course.
6. Furnishing and placing embankment material to the grades necessary for construction.
7. Shaping, grading, and compacting embankment to proposed grades to prepare it for subbase or aggregate base bedding materials or for an aggregate surface course.
8. Matching new sidewalk, sidewalk ramp, and driveway approach grades with existing grades as required.
9. Removal of shrubs, brush, and trees less than 6" diameter (DBH) as shown on the plan sheets or as directed by PSAA;

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

Pay Item	Pay Unit
DS_Grading, Sidewalk, Ramp & Driveway Approach.....	Square Yard

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

CITY OF ANN ARBOR
 DETAILED SPECIFICATION
 FOR
STORM SEWER ABANDONMENT

AA:JDD

1 of 2

2/10/26

a. Description. This work shall consist of furnishing all labor, tools, equipment, and material to abandon storm sewer pipe. This work shall be performed in accordance with the 2025 Public Services Standard Specifications and Article 10, Section II.AA., as shown on the plans, and as specified herein.

b. Materials. Provided flowable fill material, as directed by the PSAA, meeting the following requirements in the 2025 Standard Specifications Article 5, Section II.P Table G, shown below.

Table G Acceptable Mixtures for Flowable Fill		
Mixture	Ingredients	
FF Mix Number One: Cement Stabilized Fly Ash Mixture (Class F Fly Ash)	Portland Cement	100 lbs. / yd ³
	Fly Ash (Class F)	2000 lbs. / yd ³
	Water	Sufficient water to produce the desired flowability (approx.. 80 gal / yd ³)
FF Mix Number Two: Controlled Density Fill Mixture (Class F Fly Ash)	Portland Cement	50 lbs. / yd ³
	Fly Ash (Class F)	500 lbs. / yd ³
	Granular Material	2600 lbs. / yd ³
	Water	Sufficient water to produce the desired flowability (approx.. 50 gal / yd ³)
FF Mix Number Three: Controlled Density Fill Mixture (Class C Fly Ash)	Fly Ash (Class C)	300 lbs. / yd ³
	Granular Material	2600 lbs. / yd ³
	Water	Sufficient water to produce the desired flowability (approx.. 50 gal / yd ³)

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
STORM SEWER ABANDONMENT

AA:JDD

2 of 2

2/10/26

c. **Construction.** The contractor shall perform the work in accordance with the 2025 Public Services Standard Specifications and Article 10, Section II.AA, as shown on the plans.

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

Pay Item

Pay Unit

DS_Storm Sewer Pipe, 6 In., Abandon.....Ft

Measure **DS_Storm Sewer Pipe, 6 In., Abandon** by lineal foot of the complete filling of the sewer with flowable fill at the contract unit price, which includes all labor equipment, and materials necessary to complete the work.

CITY OF ANN ARBOR
 DETAILED SPECIFICATION
 FOR
CURB DRAIN OPEN CUT

AA:NJB

1 of 2

2/18/26

- a. **Description.** This work shall consist of furnishing all labor, tools, equipment, and material to install curb drain in an open cut trench. This work shall be performed in accordance with the 2025 Public Services Standard Specifications Article 4 and Article 10, Section II.Q., as shown on the plans, and as specified herein.
- b. **Materials.** Open-cut curb drain pipe, service leads, fittings, and curb drain cleanouts shall be SDR 26 polyvinyl chloride (PVC) pipe 6-inch conforming to current ASTM D3034, (Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings). Pipe shall have an integral wall bell and spigot.
- c. **Construction.** Where curb drain is located in the same trench as another utility, the Contractor shall install curb drain as the utility trench is backfilled.

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

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

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

<u>Pay Item</u>	<u>Pay Unit</u>
DS_Curb Drain, 6 In., Open Cut.	Linear Foot
DS_Curb Drain, PVC Tap.	Each
DS_Curb Drain, PVC Clean Out.	Each

DS_Curb Drain, 6 In. Open Cut shall be measure by the lineal foot from the connection to the downstream storm structure to the cleanout, and from the curb drain main to the cap of service leads. Work shall include wyes and caps, and connection to existing sump pump leads behind the curb where no curb drain previously existed. Payment shall include all labor, material and equipment needed to install curb drain in the roadway including, but not limited to excavation, main and service lead installation, wye, caps, backfill, and post installation CCTV.

DS_Curb Drain, PVC Tap shall be paid by each tap made to an exiting drainage structure at the downstream end. Connection to new drainage structures are incidental to the drainage structure furnish and install unit price. Payment shall include all labor, material and equipment needed to tap an existing structure and parge around the new pipe opening.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CURB DRAIN OPEN CUT

AA:NJB

2 of 2

2/18/26

DS_Curb Drain, PVC Clean Out shall be paid for by each clean out installed at the upstream terminus end of each curb drain run. Treaded caps of the same diameter of the pipe shall be used to provide a water tap but removal cap. The clean outs are installed 1 ft below finish grade and shall include a metal mass so that the caps can be located using a metal detector in the future. Payment shall include all labor, material and equipment needed to complete the clean out.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
NITRILE GASKET

AA:NJB

1 of 1

3/2/26

- a. **Description.** This work shall consist of furnishing all labor, and material to install Nitrile Push on Joint style gaskets on the proposed water main with the potential for hydrocarbon exposure. This work shall be performed in accordance with the 2025 Public Services Standard Specifications Article 3 Section II.A.3 and Article 10, Section II.K., as shown on the plans, and as specified herein.
- b. **Materials.** Nitrile Push-On Gasket meeting ANSI/AWWA C111/A21.11 (current version), also meeting the pipe manufacturers bell cross section.
- c. **Construction.** Nitrile Gaskets shall be used to replace those gaskets supplied with the watermain and fittings. The gaskets will be appropriately sized and work with the specific pipe manufacturers specific type of bell casting. The gaskets shall be push-on style and used throughout the length of the potential hydrocarbon exposure regardless if the plan/profile calls out for restraint joint limits.

The gaskets will be used consistently along the full length of the proposed WM adjacent to an area of current of future concern as identified by the PSAA. The use of these proactive hydrocarbon resistant gaskets shall not be interpreted to mean that there is existing soil contamination present.

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

<u>Pay Item</u>	<u>Pay Unit</u>
DS_8 In., Nitrile Gasket	Each

DS_8 In., Nitrile Gasket shall be measure by each unit installed in the proposed watermain within the limits of the area of concern as shown on the plans and agreed upon by the PSAA.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CHECK VALVE IN WELL

AA:NJB

1 of 4

2/18/26

Description. Work includes furnishing and installing two check valve assemblies at the pressure-district boundary to allow flow from the adjacent lower pressure district under rare fire-flow conditions. Provide one 8-inch and one 10-inch assembly, located approximately 1,000 feet apart, as shown on the plans.

Materials. 1.01 SUMMARY

- a. Each assembly shall include a low-headloss check valve, reducer, drains, supports, and appurtenances installed in a valve well precast.
- b. Basis of Design: Cla-Val 586 Series Pivoting Disc Check Valve. The 586 features a two-piece, expanded-area body and a pivoting disc for reduced headloss and stable operation; furnished access points to allow for future installation of a top or bottom mounted closing control. <https://www.awwa.org/AWWA-Articles/awwa-comment-period-on-awwa-c508-swing-check-valves-for-waterworks-service>
- c. Entire Vault Coordination: JETT Pump & Valve, LLC shall coordinate the entire vault system (vault size/geometry, valve orientation and clearances, piping layout and penetrations, supports, casting/ladders/access, drainage approach, rigging paths, and integration of all appurtenances). No vault layout will be accepted unless prepared by JETT.
- d. Contact Point: Matthew Karam, JETT Pump & Valve, LLC, 248-673-2530 or email mkaram@jettump.com

1.02 REFERENCES

- a. AWWA C508 – Swing-Check Valves for Waterworks Service (iron-body, waterworks check valves; scope includes potable water systems and acceptance testing).
- b. AWWA C550 – Protective Interior Coatings for Valves and Hydrants (fusion-bonded epoxy or equal).
- c. NSF/ANSI/CAN 61 – Drinking Water System Components—Health Effects.
- d. NSF/ANSI/CAN 372 – Drinking Water System Components—Lead Content.
- e. City of Ann Arbor Public Services Standard Specifications and Standard Details, latest published

1.03 ADMINISTRATIVE REQUIREMENTS

- a. Basis of Design: Cla-Val 586 Series. Equal products (if permitted) must demonstrate equivalency by certified headloss curves and functional features matching the 586.
- b. Entire Vault System Coordination: All valve selection, control option (top-mounted dashpot 586CT or bottom-mounted buffer 586CB), vault layout, dimensions, and appurtenance placement shall be coordinated through JETT Pump & Valve, LLC and submitted as a single, consolidated package.

1.04 SUBMITTALS

- a. Product Data: Manufacturer's data sheets, certified headloss curves, pressure class, materials, coatings, flange drilling, and orientation limitations (horizontal or vertical with flow up where applicable).
- b. Compliance Certificates: Written confirmation of AWWA C550 coating and NSF/ANSI/CAN 61 and 372 certifications for wetted materials.
- c. Shop Drawings (prepared by JETT): Dimensioned valve well plan/sections showing vault geometry; valve orientation; rigging and maintenance clearances; discharge point; casting and ladders; supports; pipe penetrations and boots; groundwater/drainage provisions.
- d. O&M Manuals: Manufacturer installation/operation/maintenance, including recommended lubrication/inspection intervals for pivot components.

1.05 QUALITY ASSURANCE

- a. Products: New, free of defects; manufactured and tested per referenced standards. Acceptance, seat/shell testing, and performance shall comply with AWWA C508 as applicable to iron-body waterworks check valves.
- b. Coatings/Materials: Interior/exterior coatings per AWWA C550; potable-water contact components certified to NSF/ANSI/CAN 61 and 372.

1.06 DELIVERY, STORAGE, AND HANDLING

Deliver valves in closed position with protective end covers; store to prevent coating damage and contamination; handle per manufacturer instructions and O&M.

PART 2 – PRODUCTS**2.01 MANUFACTURER AND MODEL**

Basis of Design: Cla-Val 586 Series Pivoting Disc Check Valve, sizes 8-inch and 10-inch. The 586 provides a two-piece body with ~40% expanded cross-sectional flow area (relative to the disc mass), reducing headloss vs. conventional hinged-disc designs; available with top- or bottom-mounted closing control features.

2.02 PERFORMANCE AND DESIGN REQUIREMENTS

- a. Service: Potable water; district interconnect with infrequent reverse-direction flow during fire events. Normal adjacent system pressure approximately 35–40 psi (design to minimize added headloss).
- b. Headloss: Provide valves with published, certified headloss curves. Submittals shall demonstrate equal or lower headloss than the 586 at project design flows.
- c. Orientation: Suitable for horizontal; final orientation per coordinated vault drawings.
- d. Pressure Class and Ends: Flanged ends, ANSI Class 125/150 (or 250/300 where noted); Cla-Val 586 available in 125/150 and 250/300 class constructions—match system pressure class shown on the Drawings.
- e. Testing/Acceptance: Seat and shell testing per AWWA C508, as applicable.

2.03 MATERIALS AND CONSTRUCTION

- a. Body: Ductile iron, two-piece, interior and exterior fusion-bonded epoxy per AWWA C550, color per manufacturer standard.
- b. Disc/Seat: Manufacturer's standard stainless steel metal-to-metal seating with field-replaceable seat rings, or resilient-seated option if indicated on the Drawings; double O-ring seals at body split as furnished.
- c. Pivot/Bearings: Off-center pivot with stabilizing design to minimize turbulence in full-open position; provide lubrication/grease fittings if required by manufacturer.
- d. Closing Control shall have access ports for the potential of future installation of dampening devices.
- e. Potable Water Compliance: Materials and coatings as necessary to maintain NSF/ANSI/CAN 61 and 372 compliance.
- f. Dresser coupling one side, to allow for dismantling of the check valve without excavation.
- g. Reducer with mechanical restraint
- h. Assemble and coatings should be sufficient for prolonged submerged operation.

2.04 DISCHARGE POINT AND APPURTENANCES

- a. Discharge point: Provide 2-inch NPT drain tapping downstream of each check valve with ball valve and hose connection; route to vault sump as coordinated by JETT.
- b. Lifting/Supports: Provide lifting lugs/eyes and pipe supports per coordinated vault drawings.

PART 3 – EXECUTION

3.01 EXAMINATION

Do not start vault construction or valve installation until JETT-prepared vault drawings (layout, dimensions, appurtenances, drainage) are approved. Field-verify elevations and clearances.

3.02 INSTALLATION

- a. Install valves plumb and level, oriented with flow arrow; for horizontal installations, unless manufacturer specifically approves otherwise.
- b. Install isolation gate valves, paid for separately, will be located on both sides of each check valve outside of the new well as indicated on the plans. No bypass is planned at the check valves.
- c. Entire Vault System: Construct vault strictly in accordance with JETT's coordinated package, including:
 - 1) Precast concrete modular unit well, with interior clearances for full valve removal and disc service using standard rigging;
 - 2) Access (Casting, ladders) and working room;
 - 3) Pipe penetrations/boots, supports, and rigging paths;
 - 4) Drainage: provide sump recess for a temporary submersible pump to removed acuminated water

- 5) Any manufacturer-recommended environmental limitations incorporated into the layout.
- d. Coordinate any deviation in writing through JETT prior to work.
- e. Anchor, support, and gasket per manufacturer and coordinated drawings; repair any coating damage with coating compatible with AWWA C550.

3.03 FIELD QUALITY CONTROL

- a. Hydrostatic and leakage testing per AWWA C508, where applicable; verify drip-tight shutoff at seat.
- b. Operate each valve through full travel; verify unrestricted opening.

3.04 COMMISSIONING

- a. Provide start-up assistance and on-site or virtual training through JETT Pump & Valve, LLC addressing inspection points, lubrication (pivot pins), and annual maintenance per manufacturer O&M.
- b. Submit redlined as-builts showing final vault dimensions, valve orientation, elevations, drainage routing, and appurtenance locations per the coordinated package.

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

<u>Pay Item</u>	<u>Pay Unit</u>
DS_Check Valve in Well, 8 In.....	Each
DS_Check Valve in Well, 10 In.....	Each

Measure **DS_Check Valve in Well, __ In** of each assemble complete and commissioned pay for at their respective contract unit prices, which prices include the costs for all labor, equipment and materials necessary for check valve and well to be placed in service. The City will pay for restoration of the area disturbed during the placement of the check valve and well under separate pay items.

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

AA:TCA

1 of 1

2/13/26

a. Description. This work shall consist of furnishing all labor, tools, equipment, and material to excavate and backfill trenches for City to transfer water service leads in accordance with 2025 Public Services Standard Specifications Article 3 and Article 10, Section II.K., as shown on the plans, and as specified herein.

b. Materials. Provide materials in accordance with the 2025 Standard Specifications Article 10, Section II.I.

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

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

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

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

<u>Pay Item</u>	<u>Pay Unit</u>
DS_Excavate and Backfill for Water Service Tap and Lead.....	Ft

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

Short transfers shall be paid as 5 feet.

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

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

AA:DAD/AMW/JDD

1 of 1

03/05/2026

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

Pay Item	Pay Unit
DS_Aggregate Base Course, 21AA, CIP	Ton

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

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

CITY OF ANN ARBOR
 DETAILED SPECIFICATION FOR
ACCEPTANCE OF HMA MIXTURES

AA: NJB

1 of 7

2/13/26

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

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

Table 1: Uniformity Tolerance Limits for HMA Mixtures

Parameter		Top and Leveling Course		Base Course		
Number	Description	Range 1 (a)	Range 2	Range 1 (a)	Range 2	
1	% Binder Content	-0.30 to +0.40	±0.50	-0.30 to +0.40	±0.50	
2	% Passing	# 8 and Larger Sieves	±5.0	±8.0	±7.0	±9.0
		# 30 Sieve	±4.0	±6.0	±6.0	±9.0
		# 200 Sieve	±1.0	±2.0	±2.0	±3.0
3	Crushed Particle Content (b)	Below 10%	Below 15%	Below 10%	Below 15%	
1. This range allows for normal mixture and testing variations. The mixture must be proportioned to test as closely as possible to the Job-Mix-Formula (JMF). 2. Deviation from JMF.						

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

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

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

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

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
ACCEPTANCE OF HMA MIXTURES

AA: NJB

2 of 7

2/13/26

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

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

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

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

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

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

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

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
ACCEPTANCE OF HMA MIXTURES

AA: NJB

3 of 7

2/13/26

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

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

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

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

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

Option 1 - Direct Density Method

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

Option 2 - Roller Method

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

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

Use of the Roller Method requires developing and establishing density frequency curves, and meeting the requirements of Table 2. A density frequency curve is defined as the measurement and documentation of each pass of the finished roller until the in-place density results indicate a decrease in

CITY OF ANN ARBOR
 DETAILED SPECIFICATION FOR
ACCEPTANCE OF HMA MIXTURES

AA: NJB

4 of 7

2/13/26

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

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

Average Laydown Rate, Square Yards per Hour	Number of Rollers Required (a)	
	Compaction	Finish
Less than 600	1	1 (b)
601 - 1200	1	1
1201 - 2400	2	1
2401 - 3600	3	1
3601 and More	4	1

a. Number of rollers may increase based on density frequency curve.
 b. The compaction roller may be used as the finish roller also.

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

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

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

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

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 1, but not the Range 2, tolerance limits, that mixture parameter will be subject to a 10 percent penalty. The 10 percent penalty will be assessed based on the acceptance tests only unless the Contractor requests that the 10,000 gram sample part retained for possible dispute resolution testing be tested. The Contractor has 4 calendar days from receipt of the acceptance test

CITY OF ANN ARBOR
DETAILED SPECIFICATION FOR
ACCEPTANCE OF HMA MIXTURES

AA: NJB

5 of 7

2/13/26

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

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

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

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

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

CITY OF ANN ARBOR
 DETAILED SPECIFICATION FOR
ACCEPTANCE OF HMA MIXTURES

AA: NJB

6 of 7

2/13/26

Table 3: Penalty Per Parameter

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

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

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

Table 4: Calculating Total Price Adjustment

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

CITY OF ANN ARBOR
 DETAILED SPECIFICATION FOR
ACCEPTANCE OF HMA MIXTURES

AA: NJB

7 of 7

2/13/26

Table 5: Density Frequency Curve Development

Tested by: _____ Date/Time: _____

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

Roller #1 Type: _____

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

Roller #2 Type: _____

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

Roller #3 Type: _____

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

Summary: _____

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

AA:DAD/AMW

1 of 3

01/15/24

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

b. Materials. None specified.

c. Construction.

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

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

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

At various times throughout the work, the Engineer may direct the Contractor to use smaller and/or lighter equipment, and to defer certain work tasks, in order to protect the grade and/or adjacent areas; including hauling units. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

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

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

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

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

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

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

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

All HMA thickness dimensions are compacted-in-place.

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

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

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

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

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

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

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

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

When the Engineer specifies or directs placement of a butt joint, remove the existing HMA surface to the thickness of the proposed overlay, or full-depth, as directed by the Engineer, for the full width or length of the joint. The HMA material shall be saw cut to the directed depth along the pavement edge or removal line to prevent tearing of the pavement surface. Cut joints that will be

exposed in the completed surface must be cut with a saw or a cold-milling machine or other methods approved by the Engineer. Joints that will be covered by HMA must be cut with a saw, a cold-milling machine, or other methods approved by the Engineer.

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

10. Faulty Mixtures: The Contractor and Engineer shall carefully observe the paving operation for signs of faulty mixtures. The Contractor, at its sole expense, shall remove or correct points of weakness in the surface prior to paving subsequent lifts of HMA material. Such corrective action may include the removal and replacement of thin or contaminated sections of pavement, segregated HMA, and any sections that are weak or unstable. Once the Contractor or his representative is notified by the Engineer that the material being placed is out of allowable tolerances, or that there is a problem with the paving operation, the Contractor shall stop the paving operation at once, and shall not be permitted to continue placing HMA material until again authorized by the Engineer. The Engineer will not pay for separately any costs associated with meeting the above requirements, and will include them in the HMA work item(s) the Contractor was performing at the time of discovery of the faulty mixture.

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

The Contractor shall return any/all trucks to the plant with unused HMA remaining after the work is complete, and these trucks shall be re-weighed and the corrected weight slip provided to the Engineer. There will no payment any unused HMA material. All weight slips must include the type of mixture (codes are not acceptable), as well as vehicle number, gross weight, tare weight and net weight.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
SIDEWALK RETAINING WALLS

AA:NJB

1 of 2

2/12/26

- a. **Description.** This work consists of constructing concrete retaining walls adjacent to sidewalks in accordance with the requirements and special details included herein, and as directed by the PSAA.
- b. **Materials.** Provide concrete Grade 3500, unless otherwise directed by the PSAA, meeting the requirements of subsection 602.03 of the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction.
- c. **Construction.** Construct retaining walls in accordance with special details includes herein. Curb face exposure shall be 6 inches to 18 inches.

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

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

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

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

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

The Contractor is responsible for any damage to concrete items, including but not limited to vandalism; vehicular, pedestrian and/or miscellaneous structural damage; surface texture damage; and rain damage.

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

<u>Pay Item</u>	<u>Pay Unit</u>
------------------------	------------------------

DS_Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height	Square Foot
--	-------------

Measure **DS_Sidewalk Retaining Wall, Integral, __ inch to __ inch Height** exposed vertical face areas in place by the unit square foot and pay for them at their respective contract unit prices, which prices include the costs for all labor, equipment and materials necessary to complete the work. The

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CONCRETE RAISED DEVICES

AA:NJB

1 of 2

2/1/25

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

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

Use Concrete MDOT Grade 3500

Use MDOT Grade 40 deformed lane tie bars

Polyurethane Joint Sealer

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

Raised Device Delineator

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

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

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

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

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

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

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

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

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

CONCRETE RAISED DEVICES

AA:NJB

2 of 2

2/1/2025

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

Pay Item	Pay Unit
DS_Speed Hump.....	Square Yard
DS_Speed Table	Square Yard
DS_Raised Crosswalk.....	Square Yard
DS_Raised Device Delineator	Each

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

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

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

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

AA: NJB

1 of 3

1/15/25

a. Description.

This work consists of installing a polymer cement surface system (PCSS) on a prepared substrate in accordance with these specifications, the plans, and/or as directed by the PSAA. Complete this work in accordance with this Detailed Specification, PAVE-900 Series pavement marking standard plans, and as shown on the plans, and as directed by the PSAA.

b. Materials.

Provide materials in accordance with the MDOT 2020 Standard Specifications and as specified herein.

Select pavement marking material system in the approved FHWA white from one of the following or approved equal:

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

Ensure all materials are shipped to the job site in sturdy containers plainly marked per section 920 of the MDOT 2020 Standard Specifications for Construction and the contract.

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

c. Construction.

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

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

PAVEMENT MARKING, POLYMER CEMENT

AA:NJB

2 of 3

1/15/2025

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

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

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

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

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

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

Weather Limitations:

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

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

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

PAVEMENT MARKING, POLYMER CEMENT

AA:NJB

3 of 3

1/15/2025

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

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

Curing and Opening to Traffic:

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

d. Measurement and Payment.

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

Pay Item	Pay Unit
Pavt Mrkg, Polymer Cement Surface, 12 In., Crosswalk.....	Ft
Pavt Mrkg, Polymer Cement Surface, Speed Hump Chevron.....	Ea

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

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
WOOD FENCE

AA:NJB

1 of 1

3/2/26

- a. **Description.** This work shall consist of furnishing all labor, tools, equipment, and material to install a wood screen fence around waste bins, matching the existing fence. Work shall be done in accordance with best practices for fence construction.
- b. **Materials.** Pressure treated wood of all components, with various dimensions for: posts, rails and pickets, Galvanized nails, Sac-Crete for fence post foundations, all painted to match existing and or surrounding fence components.
- c. **Construction.** The Contractor shall layout and excavate post foundations such that no span exceeds 8 ft after waste bin pad has been placed. Post hole foundations shall be excavated down 48 inches, with a minimum 12 inch diameter. Post shall be backfilled with hand tempted dry sac-crete to within 6 inches of the finished grade, Post shall be installed true and plumb. Rails shall be 2x4 dimensional lumber install 16 inch clear of grade and a second 6 inches from the top of the posts. Rails shall be mounted to the posts on the flat face of the post. Pickets shall be 1x6 lumber mounted to the exterior face of the railing. Pickets shall be offset stepping up and down by 3 inch, picket shall have square ends top and bottom, with not more than 1 inch gap between them. Finished fence shall stand 5 ft in height from grade. Fence shall be painted with two coats of exterior grade paint to match the adjacent fencing.
- d. **Measurement and Payment** The completed work as measured will be paid for at the contract unit prices for the following Contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
DS_Wood Fence for Dumpster Enclosure	Linear Foot

DS_Wood Fence for Dumpster Enclosure shall be measure by the lineal foot for the perimeter of the fence installed. Payment shall include all labor, equipment and materials for; excavation for footings, posts, and concrete, rails and pickets, assembly and two coats of paint.

CITY OF ANN ARBOR
DETAILED
SPECIFICATION FOR

SOIL BORING, PAVEMENT SECTION AND GEOTECHNICAL DATA

1 of 1

1/29/26

Description

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