

PUBLIC IMPROVEMENT REQUEST FOR PROPOSAL

RFP# 24-10

2024 Miscellaneous Utilities Project

City of Ann Arbor
Public Services / Engineering



Due Date: March 5, 2024, by 11:00AM (local time)

Issued By:

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

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ADDENDUM No. 2

RFP No. 24-10

2024 Miscellaneous Utilities Project

Due Date: March 5, 2024, by 11:00 a.m. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes a total of 2 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 D - Prevailing Wage Declaration of Compliance**
- **Attachment E - Living Wage Declaration of Compliance**
- **Attachment G - Vendor Conflict of Interest Disclosure Form**
- **Attachment H - Non-Discrimination Declaration of Compliance**

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

I. CORRECTIONS/ADDITIONS/DELETIONS

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

Section/Page(s)	Change
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<u>Clarification</u>	
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Sheet 21 – 24 of 46	
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Huronview Water Main Sheets	
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All 20-inch water main pipe and fitting joints shall be restrained, per Section II.A.3.a of Article 3 of the 2024 Ann Arbor Public Services Standard Specifications.
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The Huronview profile calls out specific lengths of pipe to be restrained. This addendum is to clarify that these labels are redundant. The contractor shall restrain all joints on water main pipe and fittings greater than 12-inches in diameter.

Water Main Pipe Material

Per Section II.A.1. and 2. of Article 3 of the 2024 Ann Arbor Public Services Standard Specifications, pipe shall be:

Pressure Class (PC) 350 with standard thickness cement-mortar lining for 12-inch and smaller and
PC 250 with standard thickness cement-mortar lining for 14-20-inch.

No Thickness Class is specified. Thickness Class 50 or above exceed the requirements and will be accepted.

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

ADDENDUM No. 1

RFP No. 24-10

2024 Miscellaneous Utilities Project

Due Date: March 5, 2024 by 11:00 a.m. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes a total of 18 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:

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I. CORRECTIONS/ADDITIONS/DELETIONS

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Section/Page(s)	Change
<u>New Content</u> Add#1-6 – 8	Pre-Proposal Meeting Minutes
Exhibit	Overhead Line Clearances
Table 1 – Updated Orkney/Culver Fittings	22.5-degree bends that are changed to 45-degree bends
SD-ST-1A Rev. No. 00 – Standard Storm Manhole (Separate Base) Detail	Rubber boot connections and testing sleeve removed

Replace

Schedule of Pricing
15 – 18

Modifications to pay items and quantities shown in bold
New Item: 08010.00 – Aggregate Base Course, 21AA, CIP
Quantity change:
01004.71 DS_Railroad Protection, Ann Arbor Railroad
07011.02 8 In., 45° DIP Bend
07011.03 8 In., 22.5° DIP Bend

Storm Precast Tee Detailed
Specification: DS-19 – 20

Required frame and cover updated

Sheet 8 of 9
Channel Profiles

Profiles updated

II. QUESTIONS AND ANSWERS

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

Question 1: Will the city be exempting a pig on the 20" watermain since there are 2 butterfly valves going in? Or will the pipe need to be installed in a way that pigs can still be pushed through the pipe?

Answer 1: A pig will not be required though butterfly valves, however pipe disinfection is still the responsibility of the contractor. If a high-density poly-pig is not used, extra effort must be made to keep the pipe clean and free of debris throughout construction.

Question 2: Some of the drawings for the 8" pipe call for 22.5-degree bends and it appears the bends needed would exceed the 22.5-degree bends, just wondering if the drawings and quantities for 22.5-degree bends are accurate.

Answer 2: Several 22.5-degree bends were mislabeled. The attached Table 1 shows the bends that are labeled on the plans as 22.5-degrees but drawn as and will be installed as 45-degree bends. The labels will be updated in a plan set that will be issued for construction after contract award. The Schedule of Pricing has been updated to reflect these quantity changes.

There are also four (4) 20-inch bends on sheet 24 of 46 that are labeled as 22.5-degree bends but drawn as 45-degree bends. These will be installed with 22.5-degree bends. The quantities will not change; the profiles will be updated in the construction plan set.

Question 3: Has the city given any thought as to how the trucking will be conducted on Huronview Blvd? Could a deal be made to use Research drive as a turn around?

Answer 3: The means and methods of construction is the responsibility of the contractor. Research Dr. is private property, and contractors must keep their operations within the public ROW (unless otherwise indicated in the plans). The City has no objection to a contractor reaching an agreement with a property owner for

permission to use private property. However, all efforts to obtain such an agreement is the responsibility of the contractor – the City of Ann Arbor will not be involved.

Question 4: Is the city alright if one or both lanes of Main St are blocked to back trucks in multiple times a day?

Answer 4: Main Street is an MDOT road, all lane closures and traffic control must be approved by MDOT. An MDOT permit will be obtained to close one lane in both directions to complete the work. Additional lane closures must be approved by MDOT.

Question 5: Is there an area where stone can be dumped and reloaded into smaller trucks so that trains and short doubles are not trying to back in off of Main St?

Answer 5: The space available to the contractor for materials, equipment, and operation is within the limits of the Huronview Blvd ROW. The City has no objection to a contractor reaching an agreement with a property owner for permission to use private property. However, all efforts to obtain such an agreement is the responsibility of the contractor – the City of Ann Arbor will not be involved.

Question 6: Is the Contractor responsible for obtaining the MDOT permit as well as paying the permit fees? If so, can you provide the approximate fee for the permit?

Answer 6: The City of Ann Arbor will obtain the MDOT permit and provide the contractor with a copy upon award of contract. The contractor is not responsible for fees related to applying for or obtaining the permit; however, the contractor is responsible for any and all fees and costs associated with permit compliance (e.g. costs associated with corrective actions, etc.).

Question 7: For the road work on Huronview Blvd, there is a note on sheet 5 stating that placing supplemental aggregate is incidental to the item Machine Grading, Modified – STA. Typically, this is covered with a 21AA Limestone, CIP item. Can you clarify that furnishing and placing supplemental aggregate is incidental to the item Machine Grading, Modified – STA? If so, would the supplemental aggregate be 21AA dense graded aggregate (limestone)?

Answer 7: Once the HMA is removed, the remaining base shall be graded using the excess suitable material from cut sections in fill sections. If supplemental aggregate is required after all existing suitable material is used, 21AA limestone shall be used to hone the grade, to be paid for as Aggregate Base Course, 21AA, CIP. This standard line item has been added to the Schedule of Pricing. The total cubic yards of Aggregate Base Course, 21AA, CIP shall be agreed upon by the foreman and the inspector at the end of each day this item is used.

If areas are identified to be undercut, the 21AA used shall be paid for as Subgrade Undercutting, Type III.

Question 8: How is the excavation for the proposed driveways and concrete approaches paid for?

Answer 8: The intent was to reuse the existing base on the driveways since the elevations are not changing. If an aggregate base is required, the excavation is incidental to Machine Grading or Machine Grading, Modified.

Question 9: Can a larger steel casing (36") be used for the jack and bore?

Answer 9: Yes, per Article 1 Section XXVI.A.1 of the Ann Arbor 2024 Standard Specifications, a 32-inch diameter casing pipe is the minimum allowable casing pipe diameter for a 20-inch carrier pipe. There is no objection to the use of a casing pipe with a larger diameter, however, all material requirements of Article 1 Section XXVI.B must be met.

Question 10: Do the storm manholes require booted connections?

Answer 10: No, the storm manhole detail (SD-ST-1A) was updated and is included in this addendum.

Question 11: The trench on Orkney and Culver looks small, will we be limited to that trench width?

Answer 11: No, see Note 6 on the removal pages for Orkney/Culver. Since the removals for Orkney/Culver should be limited to only what is required for the water main installation, the limits of HMA removal and associated quantities shown on the plans were based on the use of a trench box. However, there is extra quantity in the Schedule of Pricing based on a 1-on-1 side sloped trench.

Question 12: Can cleanup and restoration be conducted in a location while we start on another location?

Answer 12: Yes, each location must be substantially complete and open to traffic before starting on the next location.

Question 13: How was the dollar amount figured for the Railroad Protection? We feel this may not be enough money to cover the inspection from the railroad. Last time we had to work around the railroad it was roughly \$1,000 for an 8-hour shift and then over \$200/HR after 8 hours. They also requested they be onsite anytime we had equipment working anywhere inside the right of way.

Answer 13: The dollar amount has been increased to \$25,000.

Question 14: Will the City be pulling the Railroad Permit for the work at Boardwalk Dr? Does the item #01004.71: DS_Railroad Protection, Ann Arbor Railroad cover both the permit fee and the railroad protection (flagging) costs?

Answer 14: Yes, the City is pulling the Railroad Permit. The permit fee will be covered by the City. *DS_Railroad Protection, Ann Arbor Railroad* covers the flagging and insurance costs set by the railroad. If additional fees are required by the railroad, the city will pay the costs via a change order.

Question 15: What is the voltage of the overhead lines near the railroad culvert and what is the minimum clearance for them?

Answer 15: Voltages and clearances are shown in the Exhibit that is included in this addendum.

Question 16: Is there contamination suspected in the railroad ROW?

Answer 16: No contamination has been found on site; however, no soil borings were conducted. Any contamination identified must be handled in accordance with City standards.

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

Pre-Proposal Meeting
2024 Miscellaneous Utilities Projects
February 20, 2024 via Microsoft Teams

I. Introductions

Tracy Anderson – PM for all construction, PM for water main design
Jerme Schrot – PM for railroad culver design

II. Project Overview

- a. Work components
 - i. Huron View Blvd
 - 1. 20 in water main replacement
 - 2. Storm Inlet replacement
 - 3. Road resurfacing
 - 4. Jack and Bore under Main Street
 - ii. Orkney/Culver
 - 1. 8 in water main replacement
 - 2. Only pave trench
 - iii. AA Railroad/Boardwalk Culvert
 - 1. Storm structure replacement
 - 2. Access drive
 - 3. Regrading
- b. Engineer's estimate - \$5.3M

III. General Items

- a. Proposal Submittals
 - i. Digital copy of schedule of pricing
 - 1. An excel file can be provided per request to Tracy Anderson
- b. Standard Specifications – NEW
 - i. Water main tracer wire
- c. Detailed Specifications
 - i. Schedule and sequencing
 - 1. Cannot work on more than one location at one time
 - ii. Water Main Transfer of Service
 - 1. Develop a plan for transferring water services to minimize water main shut downs
 - 2. The large main on Huron View is a transmission main and there is a retirement community on Huron View, so main shutdowns and interruptions to service must be limited as much as possible.
 - iii. Machine Grading
 - 1. Earth excavation is included in grading
 - 2. Huron View will be measured by station
 - 3. Orkney/Culver will be measure by SY

- iv. Water main abandonment
 - 1. Paid for once per road to disconnect and properly abandon the water main from side streets
 - 2. 16" main on Huron View must be flowable filled. This is to ensure they do not break in the future as both mains have a large break history.
- v. Railroad Protection
 - 1. Railroad protection has been updated in the Schedule of Pricing to \$25,000. The City is currently working with the railroad to determine whether or not a railroad permit is necessary given that the work is within existing drainage easements. The intent is to have all permitting, if necessary, addressed prior to contract award.
- vi. Machine Grading, Special
 - 1. Machine grading for access drive and channels
- vii. Storm Sewer Removal
 - 1. The testing note in measurement and payment is a clarification that all materials suspected of contamination should be tested and/or removed and disposed of in accordance with the City's Standard Specifications. Article 10 item CC - Removal and Disposal of Contaminated Soil addresses many of those standards including that excavated material that cannot be otherwise be incorporated into the project shall become the property of the Contractor. All of the excavated material removals are incidental to the various project items and will not be paid separately.
- viii. Storm Precast Tee
 - 1. 90x48" pipe tee
 - 2. Joints will be mud or mastic collar in accordance with city standards
- ix. Temporary Access Drive
 - 1. For access to site
 - 2. Must be removed when project is complete
- x. Other
 - 1. Other detailed specs are to clarify pay items, things included in them and materials to use.
- d. Misc. construction items
 - i. Water is the only utility planned for Orkney/Culver – disturb as minimal as possible.
- e. Accessibility
 - i. Huron View MOT
 - 1. One southbound lane closure for bore pit
 - 2. One northbound lane closure for east connection
 - ii. Local Traffic must be maintained

1. Mail is delivered to mailboxes – must maintain access to mailboxes, with temporary mailboxes as needed
 2. Garbage day is Friday for Huron View and Orkney/Culver
 - iii. DTE temporarily relocating overhead lines and guy wires before project.
 1. Relocating the low voltage communications lines that are lowest on the pole. High tension lines are staying in place.
 - iv. AA Public Schools bus parking lot (Boardwalk)
 1. Ideally late summer (June 13 – Aug 26)
- f. Davis Bacon Wage Decisions
 - i. 10 days before proposals are due
- g. Addendum
 - i. Answer all questions received
 - ii. Pre-bid meeting minutes
 - iii. Updated bid form
 1. Updated excel file can be provided – email Tracy
 - iv. Minor plan clarifications/details

IV. Project Schedule

- a. Written Questions due Wednesday February 21, 2024 by 5:00PM
- b. Addendum anticipated by Friday, February 23, 2024
- c. Proposal Due, March 5, 2024 by 11:00AM
- d. Anticipated Council Award, April 15, 2024
- e. Construction Start, May 6, 2024

EXHIBIT

NOTE - MINIMUM CLEARANCES

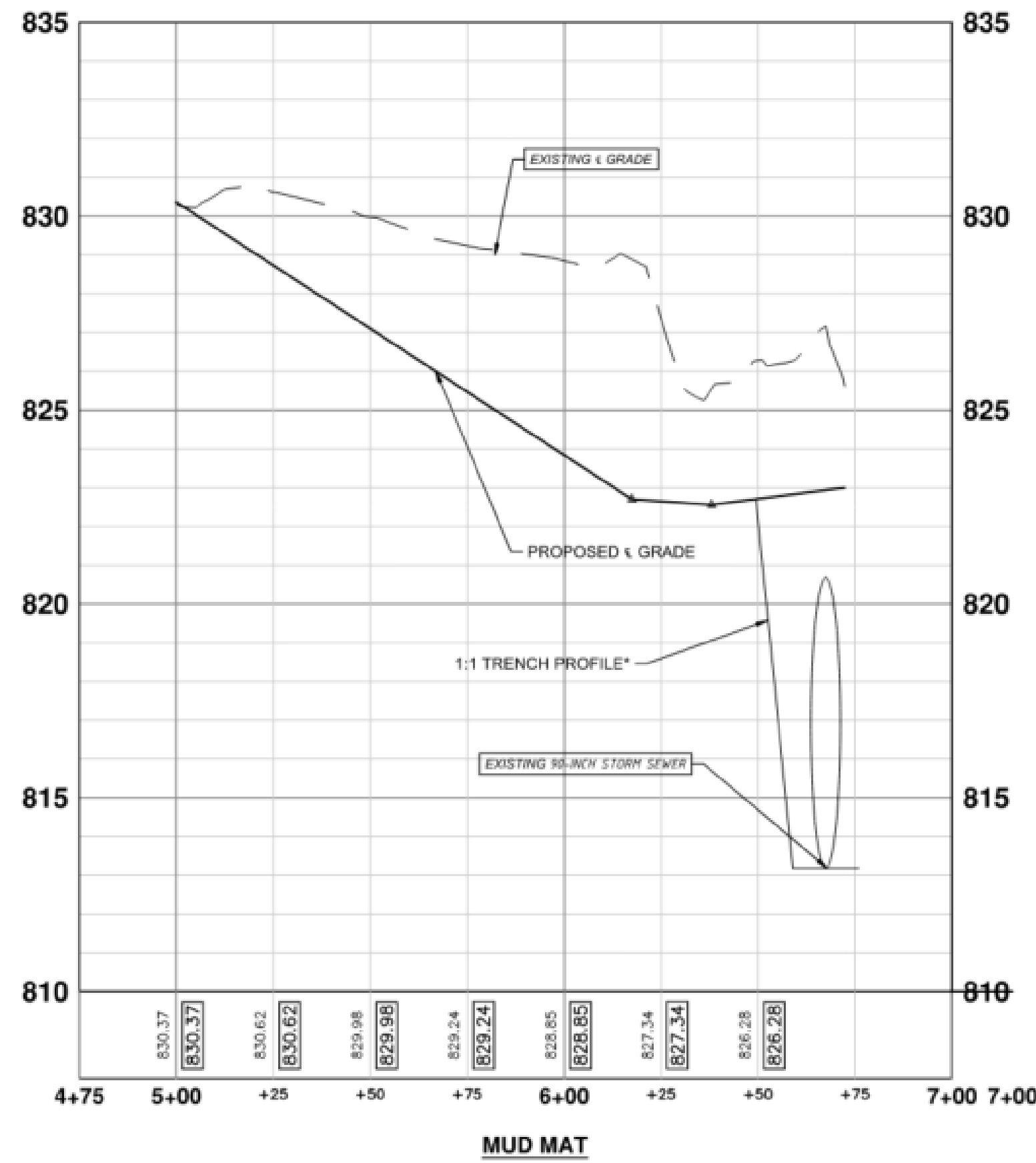
DTE ELECTRICAL DISTRIBUTION = 10-FOOT VERTICAL

CLEARANCE FROM PROPOSED GROUND TO HIGH VOLTAGE ELECTRICAL IS APPROXIMATELY 46-FOET

THE CITY HAS NOT BEEN ABLE TO CONFIRM THE VOLTAGE OF THE HIGH TENSION POWER LINES. WE SUSPECT THAT THE VOLTAGE IS UNDER 350 KV AND WOULD BE SUBJECT TO THE MINIMUM MIOSHA 20-FOOT VERTICAL CLEARANCE.

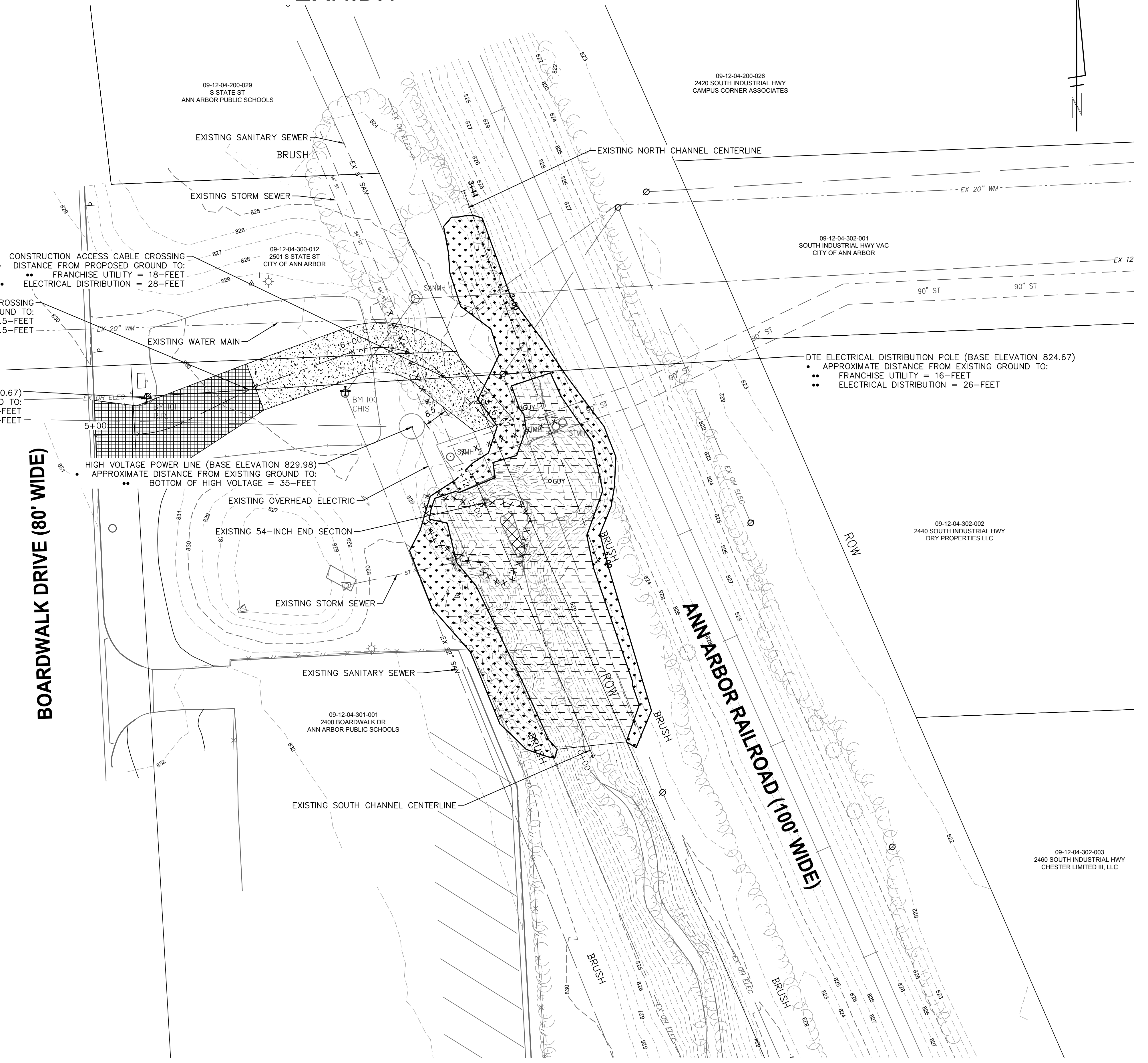
- CONSTRUCTION ACCESS CABLE CROSSING
 - DISTANCE FROM PROPOSED GROUND TO:
 - FRANCHISE UTILITY = 18-FOET
 - ELECTRICAL DISTRIBUTION = 28-FOET
- CONSTRUCTION ACCESS CABLE CROSSING
 - APPROXIMATE DISTANCE FROM PROPOSED GROUND TO:
 - FRANCHISE UTILITY = 13.5-FOET
 - ELECTRICAL DISTRIBUTION = 23.5-FOET
- DTE ELECTRICAL DISTRIBUTION POLE (BASE ELEVATION 830.67)
 - APPROXIMATE DISTANCE FROM EXISTING GROUND TO:
 - FRANCHISE UTILITY = 10-FOET
 - ELECTRICAL DISTRIBUTION = 20-FOET
- HIGH VOLTAGE POWER LINE (BASE ELEVATION 829.98)
 - APPROXIMATE DISTANCE FROM EXISTING GROUND TO:
 - BOTTOM OF HIGH VOLTAGE = 35-FOET

- DTE ELECTRICAL DISTRIBUTION POLE (BASE ELEVATION 824.67)
 - APPROXIMATE DISTANCE FROM EXISTING GROUND TO:
 - FRANCHISE UTILITY = 16-FOET
 - ELECTRICAL DISTRIBUTION = 26-FOET



BOARDWALK DRIVE (80' WIDE)

ANN ARBOR RAILROAD (100' WIDE)



* CONSTRUCTION MEANS AND METHODS ARE THE CONTRACTORS RESPONSIBILITY AND ANYTHING CONVEYED ON THESE EXHIBITS SHOULD NOT BE CONSTRUED AS DIRECTION FOR CONSTRUCTING THE PROJECT.

j:\AA\Design\AA22004 - Ann Arbor Boardwalk Culvert\AA22004_Rem1.dwg Dwg Created: 22-Feb-24 - _a2 standard bw.stb - Plot Date: 22-Feb-24

811
Know what's below.
Call before you dig.

REV.	DESCRIPTION	DATE	DRAWN	CHECKED

CITY OF ANN ARBOR - PUBLIC SERVICES - ENGINEERING
ANN ARBOR RAILROAD / BOARDWALK CULVERT
IMPROVEMENTS PROJECT

CITY OF ANN ARBOR PUBLIC SERVICES
301 EAST HURON STREET
ANN ARBOR, MI 48106-1667
www.a2gov.org

SCALE PLAN: 1" = 20'

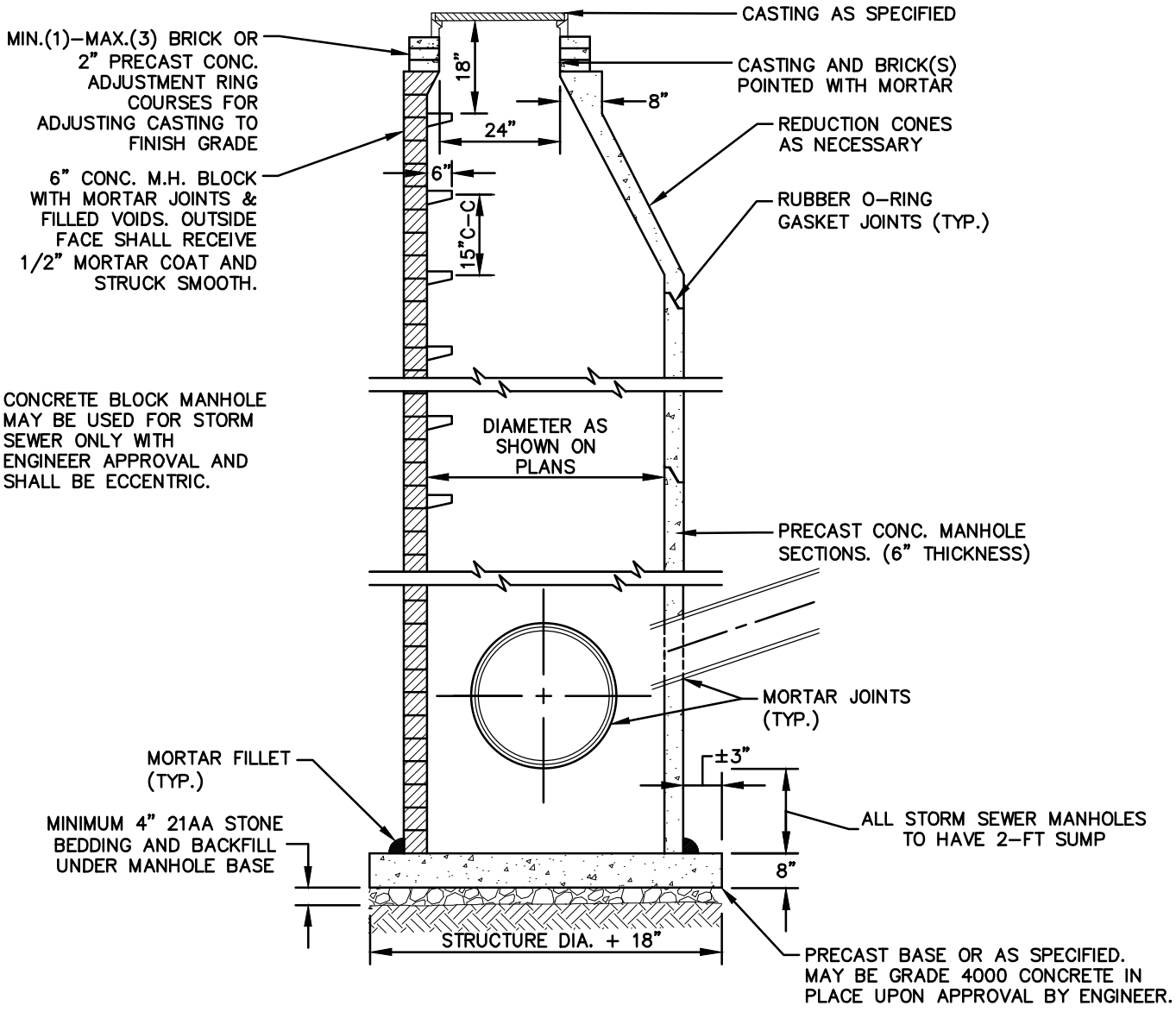
DRAWING No. **2022037**

SHEET No.

2022037

Table 1: Updated Orkney/Culver Fittings

SHEET	STATION	CURRENT INFORMATION			CORRECTED INFORMATION				
		FITTING	UNIT	QTY	FITTING	UNIT	QTY		
33	200+18	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
33	200+33	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
33	200+40	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
34	204+57	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
34	204+60	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
35 and 42	228+07	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
36	212+51	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
36	212+52	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
36	212+98	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
36	213+04	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
36	215+59	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
36	215+63	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
36	215+72	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
36	215+73	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
36 and 42	229+07	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
37	217+34	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
37	217+36	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
37	217+42	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
37	217+46	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
38	223+12	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
38	223+14	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
38	223+25	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
38	223+28	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
38	224+04	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
38	224+05	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
38 and 42	231+14	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
38 and 42	231+16	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
41	301+76	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
41	301+78	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
41	302+02	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
41	302+05	22.5 Deg DIP Bend (V)	Ea	-1	45 Deg DIP Bend (V)	Ea	1		
		Σ			-31	Σ			31



CONCRETE BLOCK MANHOLE MAY BE USED FOR STORM SEWER ONLY WITH ENGINEER APPROVAL AND SHALL BE ECCENTRIC.

NOTES:

1. ALL STORM MANHOLES MAY BE PRECAST CONCRETE OR MANHOLE BLOCK.
2. ALL MANHOLES MUST HAVE ECCENTRIC CONES.
3. ALL MANHOLE SECTIONS SHALL BE REINFORCED PER ASTM-185.
4. 2' SUMP REQUIRED ON ALL DRAINAGE STRUCTURES.
5. IF A FLAT TOP IS REQUIRED, THEN IT SHALL BE REINFORCED IN BOTH DIRECTIONS TO MEET ASTM C-615.



**CITY OF ANN ARBOR
PUBLIC SERVICES**
301 EAST HURON STREET
P.O. BOX 8647
ANN ARBOR, MI 48107-8647
734-794-6410
www.a2gov.org

00	2/21/24	ENG	CEC
REV. NO.	DATE	DRAWN BY	CHECKED BY
STANDARD STORM MANHOLE (SEPARATE BASE)			
DR. ENG	CH. ENG	DRAWING NO.	
SCALE N.T.S.	DATE 12/8/2023	SD-ST-1A	

E. Schedule of Pricing/Cost – 20 Points

Company: Fonson Company, Inc.

Project: 2024 Miscellaneous Utilities Project

File #: 2022-037; 2023-009

RFP#: 24-10

ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
Project Wide					
01000.00	General Conditions, Max \$250,00	LS	1	\$ 250,000.00	\$ 250,000.00
01001.00	Project Supervision, Max \$100,000	LS	1	\$ 100,000.00	\$ 100,000.00
01002.00	Project Clean-Up and Restoration	LS	1	\$ 24,850.00	\$ 24,850.00
01003.00	Digital Audio Visual Coverage	LS	1	\$ 1,650.00	\$ 1,650.00
2024 Misc. Utilities					
01000.00	General				
01021.00	Erosion Control, Inlet Protection, Fabric Drop	Ea	35	\$ 125.00	\$ 4,375.00
01022.00	Erosion Control, Silt Fence	Ea	150	\$ 5.00	\$ 750.00
01030.00	Tree Protection Fence	Ft	200	\$ 6.50	\$ 1,300.00
01040.00	Minor Traffic Control, Max \$40,000	LS	1	\$ 40,000.00	\$ 40,000.00
01041.00	Traffic Regular Control	LS	1	\$ 31,000.00	\$ 31,000.00
01050.00	Sign, Type B, Temp, Prismatic, Furn and Oper	Sft	440	\$ 5.00	\$ 2,200.00
01051.00	Sign, Type B, Temp, Prismatic, Special, Furn and Oper	Sft	42	\$ 8.00	\$ 336.00
01052.00	Temporary "No Parking" Sign	Ea	100	\$ 75.00	\$ 7,500.00
01061.00	Lighted Arrow, Type B, Furn and Oper	Ea	1	\$ 500.00	\$ 500.00
01080.00	Plastic Drum, High Intensity, Lighted, Furn and Oper	Ea	86	\$ 25.00	\$ 2,150.00
01081.00	Channelizer Cone, High Intensity, 42 In., Furn & Oper	Ea	105	\$ 18.00	\$ 1,890.00
01092.00	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn and Oper	Ea	12	\$ 75.00	\$ 900.00
01100.00	Pedestrian Type II Barricade, Temp, Furn & Oper	Ea	25	\$ 75.00	\$ 1,875.00
01101.00	Pedestrian Channelizer Device, Furn & Oper	Ea	25	\$ 75.00	\$ 1,875.00
01102.00	Temporary Pedestrian Ramp, Furn & Oper	Ea	4	\$ 525.00	\$ 2,100.00
01103.00	Temporary Pedestrian Mat, Furn & Oper	Ft	100	\$ 5.00	\$ 500.00
01110.00	Pavt Mrkg, Longit, Remove	Ft	700	\$ 1.25	\$ 875.00
01120.00	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 In., White	Ft	1,500	\$ 2.25	\$ 3,375.00
01121.00	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 In., Yellow	Ft	2,765	\$ 2.25	\$ 6,221.25
02000.00	Removals				
02000.01	Tree, Rem, 6 In. - 12 In.	Ea	2	\$ 400.00	\$ 800.00
02000.02	Tree, Rem, 13 In. - 19 In.	Ea	1	\$ 700.00	\$ 700.00
02000.04	Tree, Rem, 30 In. - 39 In.	Ea	1	\$ 4,250.00	\$ 4,250.00
02010.00	Stump, Rem	Ea	1	\$ 375.00	\$ 375.00
02020.00	HMA, Any Thickness, Rem	Syd	7,100	\$ 10.00	\$ 71,000.00
02025.00	Concrete Pavt, Any Thickness, Rem	Syd	35	\$ 21.00	\$ 735.00
02030.00	Curb, Gutter, and Curb and Gutter, Any Type, Rem	Ft	1,900	\$ 8.50	\$ 16,150.00
02040.00	Sidewalk, Sidewalk Ramp, & Driveway Approach, Any Thick, Rem	Sft	1,300	\$ 2.75	\$ 3,575.00
03000.00	Earthwork				
03000.70	DS_Machine Grading, Modified	Sta	10.75	\$ 2,800.00	\$ 30,100.00
03001.70	DS_Machine Grading	Syd	2,900	\$ 15.00	\$ 43,500.00
03022.00	Subgrade Undercutting, Type III	Cyd	225	\$ 95.00	\$ 21,375.00

03030.01	Exploratory Excavation, SD-TD-1, (0-10' deep)	Ea	5	\$ 700.00	\$ 3,500.00
04000.00	Sanitary Sewer				
04000.01	8 In., SDR 26 PVC Sanitary Sewer, SD-TD-2	Ft	5	\$ 350.00	\$ 1,750.00
04060.00	Sanitary Structure Cover	Ea	5	\$ 800.00	\$ 4,000.00
04061.00	Sanitary Structure Cover, Adjust	Ea	6	\$ 700.00	\$ 4,200.00
04080.01	Sanitary Sewer Pipe, 8 In. Dia, Rem	Ft	5	\$ 150.00	\$ 750.00
06000.00	Storm and Drainage				
06000.01	12 In., CI IV RCP Storm Sewer, SD-TD-1	Ft	165	\$ 91.00	\$ 15,015.00
06020.00	Pipe Undercut & Backfill, Storm	Cyd	2	\$ 100.00	\$ 200.00
06030.04	Storm Sewer Tap, 12 In. Dia	Ea	5	\$ 700.00	\$ 3,500.00
06060.73	DS_Storm Inlet-Junction, 48 In., Dia., (0-8' deep)	Ea	1	\$ 3,600.00	\$ 3,600.00
06070.71	DS_Storm Single Inlet, 24 In., Dia., (0-8' deep)	Ea	9	\$ 2,500.00	\$ 22,500.00
06120.03	Storm Sewer Pipe, 12 In. Dia., Rem	Ft	160	\$ 35.00	\$ 5,600.00
06140.00	Storm Sewer Structure, Rem	Ea	3	\$ 600.00	\$ 1,800.00
06150.00	Storm Sewer Drop Structure, Rem	Ea	7	\$ 375.00	\$ 2,625.00
06160.01	Storm Structure Cover	Ea	8	\$ 775.00	\$ 6,200.00
06160.02	Storm Structure Cover, Adjust	Ea	8	\$ 700.00	\$ 5,600.00
07000.00	Water Main				
07000.01	4 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	24	\$ 150.00	\$ 3,600.00
07000.02	6 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	120	\$ 155.00	\$ 18,600.00
07000.03	8 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	2,900	\$ 185.00	\$ 536,500.00
07000.05	12 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	20	\$ 190.00	\$ 3,800.00
07001.01	16 In., PC 250 DIP w/polywrap, SD-TD-1	Ft	30	\$ 260.00	\$ 7,800.00
07001.02	20 In., PC 250 DIP w/polywrap, SD-TD-1	Ft	1,370	\$ 345.00	\$ 472,650.00
07001.03	14 In., PC 350 DIP w/polywrap, SD-TD-1	Ft	20	\$ 220.00	\$ 4,400.00
07001.72	DS_20 In., PC 250 DIP w/polywrap, Bore and Jack	Ft	110	\$ 1,100.00	\$ 121,000.00
07009.03	4 In., 22.5° DIP Bend	Ea	3	\$ 750.00	\$ 2,250.00
07009.04	4 In., 11.25° DIP Bend	Ea	1	\$ 750.00	\$ 750.00
07010.03	6 In., 45° DIP Bend	Ea	1	\$ 860.00	\$ 860.00
07010.03	6 In., 22.5° DIP Bend	Ea	3	\$ 860.00	\$ 2,580.00
07011.02	8 In., 45° DIP Bend	Ea	38	\$ 1,000.00	\$ 38,000.00
07011.03	8 In., 22.5° DIP Bend	Ea	24	\$ 1,000.00	\$ 24,000.00
07011.04	8 In., 11.25° DIP Bend	Ea	24	\$ 1,000.00	\$ 24,000.00
07016.01	20 In., 90° DIP Bend	Ea	1	\$ 5,750.00	\$ 5,750.00
07016.02	20 In., 45° DIP Bend	Ea	5	\$ 5,000.00	\$ 25,000.00
07016.03	20 In., 22.5° DIP Bend	Ea	11	\$ 5,000.00	\$ 55,000.00
07016.04	20 In., 11.25° DIP Bend	Ea	14	\$ 5,000.00	\$ 70,000.00
07020.01	6 In. x 4 In. DIP Reducer	Ea	1	\$ 525.00	\$ 525.00
07020.03	8 In. x 6 In. DIP Reducer	Ea	11	\$ 650.00	\$ 7,150.00
07020.21	20 In. x 12 In. DIP Reducer	Ea	1	\$ 3,100.00	\$ 3,100.00
07020.30	16 In. x 14 In. DIP Reducer	Ea	1	\$ 2,300.00	\$ 2,300.00
07030.06	8 In. x 8 In. x 8 In. DIP Tee	Ea	7	\$ 1,500.00	\$ 10,500.00
07030.17	16 In. x 16 In. x 8 In. DIP Tee	Ea	1	\$ 3,800.00	\$ 3,800.00
07030.27	20 In. x 20 In. x 6 In. DIP Tee	Ea	2	\$ 4,350.00	\$ 8,700.00
07030.28	20 In. x 20 In. x 8 In. DIP Tee	Ea	7	\$ 4,300.00	\$ 30,100.00
07030.33	20 In. x 20 In. x 20 In. DIP Tee	Ea	1	\$ 5,500.00	\$ 5,500.00
07050.71	DS_Gate Valve In Box, 6 In.	Ea	2	\$ 2,200.00	\$ 4,400.00

07050.72	DS_Gate Valve In Box, 8 In.	Ea	2	\$ 2,750.00	\$ 5,500.00
07060.72	DS_Gate Valve In Well, 8 In.	Ea	7	\$ 7,600.00	\$ 53,200.00
07060.77	DS_Gate Valve In Well, 20 In.	Ea	4	\$ 24,500.00	\$ 98,000.00
07080.00	Excavate & Backfill for Water Service Tap and Lead	Ft	450	\$ 110.00	\$ 49,500.00
07090.00	Water Structure Cover	Ea	1	\$ 775.00	\$ 775.00
07100.00	Fire Hydrant Assembly, Complete	Ea	10	\$ 6,750.00	\$ 67,500.00
07102.00	Fire Hydrant Assembly, Rem	Ea	7	\$ 700.00	\$ 4,900.00
07110.01	Sacrificial Anode, 17-pound	Ea	7	\$ 800.00	\$ 5,600.00
07110.02	Sacrificial Anode, 34-pound	Ea	4	\$ 900.00	\$ 3,600.00
07120.00	Gate Box, Adjust	Ea	1	\$ 350.00	\$ 350.00
07130.01	Temporary Water Main Line Stop, 8 In. or less	Ea	1	\$ 8,500.00	\$ 8,500.00
07130.03	Temporary Water Main Line Stop, 12 In.	Ea	1	\$ 9,250.00	\$ 9,250.00
07130.04	Temporary Water Main Line Stop, 16 In.	Ea	3	\$ 14,000.00	\$ 42,000.00
07130.06	Temporary Water Main Line Stop, 20 In.	Ea	2	\$ 15,500.00	\$ 31,000.00
07131.00	Temporary Water Main Line Stop, Additional Rental Day	Ea	1	\$ 750.00	\$ 750.00
07141.70	DS_Water Main Pipe, Abandon, Modified (Huronview Blvd)	LS	1	\$ 55,000.00	\$ 55,000.00
07141.70	DS_Water Main Pipe, Abandon, Modified (Orkney Dr/Culver Rd/Fountain St)	LS	1	\$ 3,750.00	\$ 3,750.00
07160.01	Gate Valve in Box, 4 In. Dia., Abandon	Ea	1	\$ 600.00	\$ 600.00
07160.02	Gate Valve in Box, 6 In. Dia., Abandon	Ea	4	\$ 600.00	\$ 2,400.00
07160.02	Gate Valve in Box, 8 In. Dia., Abandon	Ea	1	\$ 600.00	\$ 600.00
07160.06	Gate Valve in Box, 16 In. Dia., Abandon	Ea	1	\$ 1,650.00	\$ 1,650.00
07170.02	Gate Valve in Well, 6 In. Dia., Abandon	Ea	1	\$ 1,150.00	\$ 1,150.00
07180.03	Gate Valve in Well, 8 In. Dia., Abandon	Ea	1	\$ 1,150.00	\$ 1,150.00
07180.06	Gate Valve in Well, 16 In. Dia., Abandon	Ea	4	\$ 1,700.00	\$ 6,800.00
07190.02	Gate Valve in Well, 6 In. Dia., Rem	Ea	1	\$ 1,900.00	\$ 1,900.00
08000.00	Streets, Driveways, & Sidewalks				
08000.00	Subbase, CIP	Cyd	85	\$ 55.00	\$ 4,675.00
08010.00	Aggregate Base Course, 21AA, CIP	Cyd	50	\$ 95.00	\$ 4,750.00
08010.02	Aggregate Base, 6 In., 21AA, CIP	Syd	150	\$ 19.00	\$ 2,850.00
08010.03	Aggregate Base, 8 In., 21AA, CIP	Syd	3,050	\$ 23.00	\$ 70,150.00
08020.01	Aggregate Surface Course, 8 In., 23A, CIP	Syd	20	\$ 45.00	\$ 900.00
08060.00	Hand Patching	Ton	45	\$ 395.00	\$ 17,775.00
08070.15	HMA, 4EML	Ton	1,000	\$ 155.00	\$ 155,000.00
08070.19	HMA, 5EML	Ton	1,000	\$ 165.00	\$ 165,000.00
08070.23	HMA, 4E3	Ton	43	\$ 395.00	\$ 16,985.00
08070.24	HMA, 5E3	Ton	17	\$ 855.00	\$ 14,535.00
08080.03	Conc Pavt, Non-Reinf, 8 In.	Syd	32	\$ 165.00	\$ 5,280.00
08100.03	Conc Pavt With Integral Curb, Non-Reinf, 8 In.	Syd	74	\$ 170.00	\$ 12,580.00
08110.00	Conc, Curb or Curb & Gutter, All Types	Ft	1,450	\$ 45.00	\$ 65,250.00
08120.03	Conc, Driveway Opening, Type M, High Early	Ft	540	\$ 38.20	\$ 20,628.00
08130.01	Conc, Sidewalk, 4 In.	Sft	25	\$ 12.80	\$ 320.00
08132.01	Conc, Sidewalk, Drive Approach, or Ramp, 6 In., High Early	Sft	945	\$ 18.00	\$ 17,010.00
08132.02	Conc, Sidewalk, Drive Approach, or Ramp, 8 In., High Early	Sft	305	\$ 18.50	\$ 5,642.50
08140.00	Brick Pavers, Sidewalk, Rem and Reinstall	Sft	20	\$ 75.00	\$ 1,500.00
08210.01	Pavt Mrkg, Sprayable Thermopl, 4 In., White	Ft	450	\$ 6.00	\$ 2,700.00

10000.00		Landscaping					
10051.00	Underground Sprinkling System, Restore	Dir	4,000	\$	1.00	\$	4,000.00
10060.00	Turf Restoration	Syd	4,000	\$	12.00	\$	48,000.00
				Boardwalk Culvert			
01000.00		General					
01004.71	DS_Railroad Protection, Ann Arbor Railroad	Dir	25,000	\$	1.00	\$	25,000.00
01020.00	Erosion Control, Check Dam	Ft	50	\$	65.00	\$	3,250.00
01021.00	Erosion Control, Inlet Protection, Fabric Drop	Ea	1	\$	125.00	\$	125.00
01023.00	Erosion Control, Mud Mat	Syd	154	\$	20.00	\$	3,080.00
01040.00	Minor Traffic Control, Max. \$2,500.00	LS	1	\$	2,500.00	\$	2,500.00
01030.71	DS_Site and Tree Protection Fence	Ft	250	\$	7.00	\$	1,750.00
03000.00		Earthwork					
03000.71	DS_Machine Grading, Special	Sta	4.15	\$	16,500.00	\$	68,475.00
05000.00		Sewer and Manhole Rehab					
05090.00	Reconstruction Flow Channel	Ea	1	\$	9,000.00	\$	9,000.00
06000.00		Storm and Drainage					
06120.71	DS_Storm Sewer Pipe, 54 In. Dia., Rem	Ft	40	\$	175.00	\$	7,000.00
06120.17	Storm Sewer Pipe, 90 In. Dia., Rem	Ft	45	\$	180.00	\$	8,100.00
06001.16	90 In., CL IV RCP Storm Sewer, SD-TD-1	Ft	37	\$	1,700.00	\$	62,900.00
06020.00	Pipe Undercut & Backfill, Storm	Cyd	15	\$	110.00	\$	1,650.00
06041.00	Riprap, Plain	Syd	576	\$	95.00	\$	54,720.00
06050.71	DS_Storm Manhole, 90 In. Dia., Precast Tee, CL IV RCP	Ea	1	\$	19,500.00	\$	19,500.00
06140.00	Storm Sewer Structure, Rem	Ea	1	\$	1,850.00	\$	1,850.00
08000.00		Streets, Driveways, & Sidewalks					
08020.01	Aggregate Surface Course, 8 In., 23A, CIP	Syd	154	\$	23.00	\$	3,542.00
08020.71	DS_Temporary Access Drive	Syd	195	\$	30.00	\$	5,850.00
08050.00	Geotextile Separator Fabric	Syd	576	\$	4.50	\$	2,592.00
10000.00		Landscaping					
10060.01	Turf Restoration_Boardwalk	Syd	650	\$	17.00	\$	11,050.00
10091.00	Mulch Blanket, High Velocity	Syd	400	\$	3.00	\$	1,200.00
TOTAL BID AMOUNT						\$	3,636,326.75

FONSON COMPANY, INC.

**CONSENT RESOLUTIONS OF A SPECIAL MEETING OF THE
BOARD OF DIRECTORS**

I, the undersigned, being the sole Director of **FONSON COMPANY, INC.**, a Michigan corporation (the "Corporation"), hereby waive the necessity of notice and holding of the annual meeting of the Board of Directors of the Corporation and in its stead adopt as of June 01, 2023, the following:

RESOLVED, that the following persons are elected to the offices set forth beside his name, to serve until the next annual meeting of the Board of Directors and until the election and qualification of their respective successors (or until the effective date of their resignation, or removal with or without cause by the Board of Directors):

President:	Peter D. Scodeller
Vice President:	Edward S. Dwyer
Secretary:	Brendan J. Fons
Treasurer:	Peter D. Scodeller

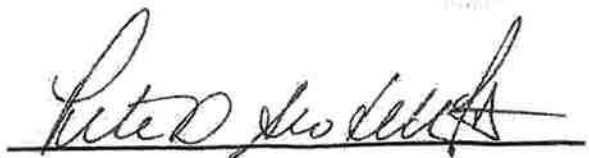
RESOLVED, that Peter D. Scodeller shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Edward S. Dwyer shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Kirk T. Cooley, is appointed General Manager and shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Brendan J. Fons, shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

Dated as of:
June 01, 2023



Peter D. Scodeller, President

CONTRACT

THIS CONTRACT is between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 (“City”) and Fonson Company, Inc. (“Contractor”) A Michigan Corporation, 7644 Whitmore Lake Road, Brighton, MI 48116

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 **2024 Miscellaneous Utilities Project RFP# 24-10** in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, all of which are incorporated as part of this Contract:

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

Detailed Specifications
Plans
Addenda
Davis Bacon Wage determination: Heavy, MI20240074, Published 01-05-2024
Highway, MI20240001, Published 02-23-2024
Geotechnical Data Package
Ann Arbor 2023 Soil Boring Bundle 1 - Miscellaneous Utilities dated Oct. 2023

ARTICLE II - Definitions

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

Project means **RFP #24-10 – 2024 Miscellaneous Utilities Project**

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 **Brendon Fons** whose job title is **Project Manager**.

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within one hundred eighty (180) consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$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:

Three million, six hundred thirty-six thousand, three hundred twenty-six and 75/100 Dollars (\$3,636,326.75)

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

ARTICLE V - Assignment

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

ARTICLE VI - Choice of Law

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

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

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

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

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

ARTICLE XI – Electronic Transactions

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

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
City Administrator

By _____
Services Area Administrator

Approved as to form and content

Atleen Kaur, City Attorney

PERFORMANCE BOND

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

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

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Atleen Kaur, City Attorney

Name and address of agent:

LABOR AND MATERIAL BOND

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

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

SIGNED AND SEALED this _____ day of _____, 202__

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

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

Approved as to form:

Atleen Kaur, City Attorney

Name and address of agent:

ATTACHMENT B
GENERAL DECLARATIONS

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

Ladies and Gentlemen:

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

The Bidder acknowledges that it has not received or relied upon any representations or warranties 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, 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 5th DAY OF March, 2024.

Fonson Company, Inc.
Bidder's Name

7644 Whitmore Lake Rd.
Brighton, MI 48116
Official Address

810-231-5188
Telephone Number


Authorized Signature of Bidder

Brendan Fons, Secretary
(Print Name of Signer Above)

estimating@fonsoninc.com
Email Address for Award Notice

ATTACHMENT C
LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

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

~~• A limited liability company doing business under the laws of the State of _____,
whom _____ bearing the title of _____
whose signature is affixed to this proposal, is authorized to execute contract on behalf of the
LLC.~~

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

~~* An individual, whose signature and address, is affixed to this Bid:~~

~~(initial here)~~

Authorized Official



Date March 5, 2024

(Print) Name Brendan Fons

Title Secretary

Company:

Fonson Company, Inc.

Address:

7644 Whitmore Lake Road, Brighton, MI, 48116

Contact Phone (810) 231-5188

Fax (810) 231-5404

Email estimating@fonsoninc.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.

Fonson Company, Inc.
Company Name

 03/05/2024
Signature of Authorized Representative Date

Brendan Fons, Secretary
Print Name and Title
7644 Whitmore Lake Road, Brighton MI 48116
Address, City, State, Zip
810-231-5188 / estimating@fonsoninc.com
Phone/Email address

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

ATTACHMENT E
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$15.90/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$17.73/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

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

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

Fonson Company, Inc.
Company Name

7644 Whitmore Lake Road
Street Address

 03/05/24
Signature of Authorized Representative Date

Brighton, MI, 48116
City, State, Zip

Brendan Fons, Secretary
Print Name and Title

810-231-5188 / estimating@fonsoninc.com
Phone/Email address

Attachment F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2023 - ENDING APRIL 29, 2024

\$15.90 per hour

If the employer provides health care benefits*

\$17.73 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.

V.

W. ENFORCEMENT

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

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

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

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

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



ATTACHEMENT G

Vendor Conflict of Interest Disclosure Form


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

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

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

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

*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:		
Fonson Company, Inc.	810-231-5188	
Vendor Name		Vendor Phone Number
	03/05/2024	Brendan Fons, Secretary
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.

Fonson Company, Inc.
Company Name

 03/05/2024
Signature of Authorized Representative Date

Brendan Fons, Secretary
Print Name and Title

7644 Whitmore Lake Road, Brighton MI 48116
Address, City, State, Zip

810-231-5188 / estimating@fonsoninc.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.

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

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

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

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

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

Date _____

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

do hereby state:

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

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

_____ from the full _____ (Contractor or Subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

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

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 **2024 Public Services Department Standard Specifications** in effect at the date of availability of the contract documents stipulated in the Bid. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

Standard Specifications are available online:

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

DETAILED SPECIFICATIONS

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

<u>Detailed Specification</u>	<u>No. of Pages</u>
Project Schedule and Payment	3
Water Transfer of Service	1
Machine Grading	1
Drainage Structures	1
Bore and Jack Water Main	2
Water Structures	1
Water Main Abandon.....	2
Railroad Protection.....	1
Protection Fence	2
Machine Grading, Special	2
Storm Sewer Pipe Removal	1
Storm Precast Tee	2
Temporary Access Drive	1

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE AND PAYMENT

AA:TCA

1 of 3

2/9/24

Description

Examination of Plans, Specifications, and Work Site

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

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

1. The Contractor shall begin the work of this project on or before **May 6, 2024**, 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 and appurtenances, storm sewer and structures, road resurfacing, and turf establishment, and shall be completed within **one hundred and eighty (180) consecutive calendar days**. Contractor shall determine the sequence of work at the project locations and shall not be actively working on more than one project locations, unless otherwise approved by the Engineer. The three project locations and location specific work requirements include:
 - a. Huron View Blvd – No longer than eighty (80) consecutive calendar days.
 - b. Orkney/Culver/Fountain – No longer than seventy (70) consecutive calendar days.
 - c. Boardwalk Culver – No longer than thirty (30) consecutive calendar days.
3. Contractor shall provide all necessary sewer flow control to maintain flow at all existing sewer crossings, connections and lead transfers.
4. No work shall be performed during Holiday weekends as follows, unless approved by the City of Ann Arbor:
 - Memorial Day, from 3:00 p.m. Friday May 24, 2024, through 7:00 a.m. Tuesday May 28, 2024
 - Fourth of July, from 3:00 p.m. Wednesday July 3, 2024, through 7:00 a.m. Friday July 5, 2024
 - Labor Day, from 3:00 p.m. Friday August 30, 2024, through 7:00 a.m. Tuesday September 3, 2024
5. No work shall be performed during University of Michigan home football games.
6. No work or lane closures in Main Street during Ann Arbor Art Fair July 18 - 20, 2024.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE AND PAYMENT

AA:TCA

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2/9/24

City Council approval is expected on or before **April 15, 2023**. 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 in order to maintain the project schedule, they may do so between the hours of 9:00 a.m. and 5:00 p.m. with prior approval from the City. There will be no additional compensation due to the Contractor for work performed on Sundays.

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

Liquidated Damages

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

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

Measurement and Payment

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

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE AND PAYMENT

AA:TCA

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2/9/24

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
WATER MAIN TRANSFER OF SERVICE

HRC:JB

1 of 1

2/6/24

Description

This work shall consist of developing a sequence of construction for the transfer of water service (branches, secondary mains, connecting new mains to existing mains, domestic service leads, etc.) from existing water main(s) to the new water main(s). The contractor shall develop a sequence of construction that will result in the shortest possible disruption of service to residents and occupants impacted by the proposed water main work and present the sequence to the Project Manager for review and approval prior to implementation. The contractor must have a sequence approved by the Project Manager a minimum of two weeks before the transfer work is scheduled to begin. Transfer work will not be permitted without an approved sequence plan AND two weeks' notice to the Project Manager, and the Contractor shall be responsible for all costs related to any resulting delays for failing to comply with these requirements.

Materials

N/A

Construction

N/A

Measurement and Payment

All labor, materials, and equipment required to develop and implement an Ann Arbor-approved sequence of construction for the transfer of water service (branches, secondary mains, domestic service leads, etc.) shall be considered incidental to the unit price bid for the item **General Conditions, Max. \$___ - LS** and will not be paid for separately.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
MACHINE GRADING

HRC:JB

1 of 1

2/6/24

Description

This work shall consist of furnishing all labor, tools, equipment, and materials to shape and grade the site in accordance with the Ann Arbor 2024 Public Services Standard Specifications; current, applicable City of Ann Arbor Standard Details; as shown on the plans; and as specified herein.

Materials

Materials for fill earthwork shall be as specified in Section II.J of Article 5 of the Ann Arbor 2024 Public Services Standard Specifications or approved equal as determined by the City of Ann Arbor.

Construction

The site shall be shaped, graded, and compacted such that the proposed work (HMA pavements, concrete pavements, aggregate bases, subbases, curb, gutter, curb & gutter, etc.) will be constructed to the required dimensions, lines, and grades as indicated in the plans.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Machine Grading, Modified.....	Sta
DS_Machine Grading.	Syd

Item requirements, measurement, and payment for **DS_Machine Grading, Modified - Sta** shall be as described in Sections II.J.3 and II.J.4 of Article 11 of the Ann Arbor 2024 Public Services Standard Specifications, except that all excavation (cut) work required to construct the proposed work shall also be considered incidental to the unit price bid, and will not be paid for separately. All required grading/earthwork located within the R.O.W. limits of Huronview Blvd (including up to N Main St.'s west edge of pavement) shall be paid for with the item DS_Machine Grading, Modified – Sta.

Item requirements, measurement, and payment for **DS_Machine Grading - Syd** shall be as described in Sections II.J.2 and II.J.4 of Article 11 of the Ann Arbor 2024 Public Services Standard Specifications, except that all excavation (cut) work required to construct the proposed work shall also be considered incidental to the unit price bid, and will not be paid for separately. All required grading/earthwork located outside of the R.O.W. limits of Huronview Blvd, and anywhere on Sunset Rd, Orkney Dr, Culver Rd, and Fountain St, shall be paid for with the item DS_Machine Grading – Syd.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
DRAINAGE STRUCTURES

HRC:JB

1 of 1

2/6/24

Description

This work shall consist of furnishing all labor, tools, equipment, and materials to construct drainage structures in accordance with the Ann Arbor 2024 Public Services Standard Specifications; current, applicable City of Ann Arbor Standard Details; as shown on the plans; and as specified herein.

Materials

Materials shall be as specified in Section II of Article 4, and Appendix A of the Ann Arbor 2024 Public Services Standard Specifications, or approved equal as determined by the City of Ann Arbor.

Construction

Drainage structures shall be constructed in accordance with the conditions and requirements of Section II.S of Article 10 of the Ann Arbor 2024 Public Services Standard Specifications, and the current editions of Standard Details SD-ST-2 and SD-ST-3, or as indicated in the plans.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Storm Inlet-Junction, ___ In. Dia., (0-8' deep)	Each
DS_Storm Single Inlet, ___ In. Dia., (0-8' deep).....	Each

Item requirements, measurement, and payment shall be as described in Article 11 Section II.T.2, except that furnishing and placing the required frame and cover shall also be considered incidental to the items listed above, and will not be paid for separately.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
BORE AND JACK WATER MAIN

HRC:JB

1 of 2

2/6/24

Description

This work shall consist of furnishing all labor, tools, equipment, and materials to construct water main in place via bore and jack method in accordance with the Ann Arbor 2024 Public Services Standard Specifications; current, applicable City of Ann Arbor Standard Details; as shown on the plans; and as specified herein.

Where unspecified by City of Ann Arbor Standard Specifications and/or standard details, work and materials shall be in accordance with the MDOT 2020 Standard Specifications for Construction.

Materials

Casing pipe and spacers shall meet the material requirements of Section XXVI of Article 1, Section II.E of Article 3, and Appendix A of the Ann Arbor 2024 Public Services Standard Specifications.

Blocks, bricks, and mortar for bulkheads shall meet the material requirements of Appendix A of the Ann Arbor 2024 Public Services Standard Specifications, or approved equal as determined by the City of Ann Arbor.

Carrier pipe, fittings, restraints, and wrappings shall meet the material requirements of Section II.A of Article 3 and Appendix A of the Ann Arbor 2024 Public Services Standard Specifications.

Tracer wire shall meet the material requirements of Section II.F of Article 3 and Appendix A of the Ann Arbor 2024 Public Services Standard Specifications.

Construction

The proposed water main (of the size indicated) and casing pipe shall be constructed at the locations and to the vertical and horizontal limits and elevations indicated in the plans. Unless otherwise noted, construction shall be in accordance with Ann Arbor Standard Detail SD-W-6 (current edition).

Measurement and Payment

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

Pay Item	Pay Unit
DS_20 In., PC 250 DIP w/polywrap, Bore and Jack	Ft

Payment shall be made based on the lineal foot constructed in place, as measured along the centerline of the carrier pipe, from end of casing pipe to end of casing pipe. The unit price bid shall be payment in full for all labor, materials, and equipment required to bore and jack casing pipe at the locations and to the horizontal and vertical limits and grades indicated in the project

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
BORE AND JACK WATER MAIN

HRC:JB

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plans and profiles, and install the proposed water main pipe and required appurtenances (joint restraints, mechanical joint fittings, polyethylene encasement, tracer wire, etc.) inside of the casing pipe, as indicated in Ann Arbor Standard Detail Sd-W-6. All labor, material, and equipment requirements of Ann Arbor Standard Detail SD-W-6 shall be considered incidental to the unit price bid for the item **DS_20 In., PC 250 DIP w/polywrap, Bore and Jack – Ft** and will not be paid for separately, including the removal and offsite disposal of earth spoils and slurry from the bore operation.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
WATER STRUCTURES

AA:TCA

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2/6/24

Description

This work shall consist of furnishing all labor, tools, equipment, and materials to construct water main structures in accordance with the Ann Arbor 2024 Public Services Standard Specifications; current, applicable City of Ann Arbor Standard Details; as shown on the plans; and as specified herein.

Materials

Materials shall be as specified in Section II of Article 3, and Appendix A of the Ann Arbor 2024 Public Services Standard Specifications, or approved equal as determined by the City of Ann Arbor.

Construction

Valves shall be installed in boxes or well structures constructed in accordance with the conditions and requirements of Section II.S of Article 10 of the Ann Arbor 2024 Public Services Standard Specifications, and the current editions of Standard Details SD-W-3 and SD-W-4, or as indicated in the plans.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Gate Valve in Well, __ In.	Each
DS_Gate Valve in Box, __ In.	Each

Item requirements, measurement, and payment for **DS_Gate Valve in Well, __ In. – Ea** shall be as described in Section II.OO.6 of Article 11 of the Ann Arbor 2024 Public Services Standard Specifications, except that: furnishing and placing the required frame and cover shall also be considered incidental to the unit price bid, and will not be paid for separately, and; the type of valve (gate valve vs butterfly valve) shall be as indicated in the project plans, and will not be paid for differently.

Item requirements, measurement, and payment for **DS_Gate Valve in Box, __ In. – Ea** shall be as described in Section II.OO.7 of Article 11 of the Ann Arbor 2024 Public Services Standard Specifications, except that furnishing and placing the required box structure shall also be considered incidental to the unit price bid, and will not be paid for separately.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
WATER MAIN ABANDONMENT

AA:TCA

1 of 2

2/6/24

Description

This work shall consist of furnishing all labor, tools, equipment, and materials to remove and abandon existing water main(s) in accordance with the Ann Arbor 2024 Public Services Standard Specifications; current, applicable City of Ann Arbor Standard Details; as shown on the plans; and as specified herein.

Materials

Plugs and/or caps shall meet the material requirements of Section II of Article 3 and Appendix A of the Ann Arbor 2024 Public Services Standard Specifications or approved equal as determined by the City of Ann Arbor.

Concrete for thrust blocks shall meet the material requirements the current edition of Ann Arbor Standard Detail SD-W-2 or approved equal as determined by the City of Ann Arbor.

Blocks, bricks, and mortar for bulkheads shall meet the material requirements of Appendix A of the Ann Arbor 2024 Public Services Standard Specifications or approved equal as determined by the City of Ann Arbor.

Backfill material shall meet the requirements of Appendix A of the Ann Arbor 2024 Public Services Standard Specifications or approved equal as determined by the City of Ann Arbor.

Flowable fill shall meet the requirements of Section II.P of Article 5 of the Ann Arbor 2024 Public Services Standard Specifications or approved equal as determined by the City of Ann Arbor.

Construction

Construction shall be in accordance with the Section II.BB of Article 10 of the Ann Arbor 2024 Public Services Standard Specifications.

All water main greater than 12 inches in diameter to be abandoned shall be filled with flowable fill within project limits.

Measurement and Payment

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

Pay Item	Pay Unit
DS_Water Main Pipe, Abandon, Modified (___)	LS

Item requirements, measurement, and payment for **DS_Water Main Pipe, Abandon, Modified (___) - LS** shall be as described in Sections II.G.4 of Article 11 of the Ann Arbor 2024 Public Services Standard Specifications, except that the filling of water main abandoned in place within

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
WATER MAIN ABANDONMENT

AA:TCA

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the project limits with flowable fill (where applicable) shall be considered incidental to the unit price bid, and will not be paid for separately.

Payment shall be made when the entire water main is properly abandoned on the associated road.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
RAILROAD PROTECTION

SDA:DAD

1 of 1

05/05/23

Description

This work consists of the Contractor consulting with the representative of the Ann Arbor Railroad (herein after called the Railroad) to determine the necessity for, the type of, and cost of protection required for ensuring the safety and continuity of Railroad traffic and payment to the Railroad for protective services when doing work on, above, or below the Railroad property.

Materials

None specified.

Construction

Contact the Railroad 30 calendar days prior to starting work in the vicinity of their tracks. Provide documentation to the Engineer with the details of the contact including the person contacted, phone number or email used and the specific time and date. Ensure construction methods are in compliance with the requirements in the contract and as directed by the Engineer.

Pay (or pre-pay when required by the Railroad) the cost for right of entry permit, insurance, flag persons, watchpersons, training, and other protective services and devices furnished or required by the Railroad and made necessary in the judgment of the representative of the Railroad because of the Contractors' operations which are adjacent to the railroad track. All Railroad invoices for such protection costs must be paid within 14 calendar days of receipt if not prepaid.

Monitor and provide immediate preference to clearing any traffic which backs up over the crossing resulting from temporary traffic control away from the crossing.

Measurement and Payment

Review the accuracy of costs from the Railroad and resolve any inconsistencies prior to submitting to Engineer for reimbursement. Submit satisfactory evidence or certification to the Engineer indicating all bills for protective services and devices furnished by the Railroad have been paid.

The City will reimburse the Contractor for the costs incurred that have satisfactory evidence of payment to the Railroad using the following pay item.

Pay Item	Pay Unit
DS_Railroad Protection, Ann Arbor Railroad	Dollar

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROTECTION FENCE

SDA:DAD

1 of 2

02/05/24

Description

This work consists of installing protective fencing at the limits of the construction area as shown on the plans, around excavations, around trees and other vegetation designated for protection, and in other areas of the project as directed by the Engineer. Perform this work in accordance with Article 10 subsection VI.M and Article 12 of the City of Ann Arbor (CAA) 2024 Public Services Standard Specifications, as directed by the Engineer, and as described herein.

Materials

Protective fencing must be orange, high-density polyethylene (HDPE) mesh fabric with a nominal 2-inch diamond design. Protective fencing must be 48 inches high and weigh at least 0.102 pound per square foot. Use 6 foot long, T-shaped, metal posts or 2-inch square hardwood stakes.

Construction

Install protective fencing at the limits of the construction area(s) as shown on the plans, around excavations, around trees and other vegetation designated for protection, and in other areas as directed by the Engineer.

Install fencing for tree protection in accordance with Article 12, Standard Detail SD-L-3 of the CAA 2024 Public Services Standard Specifications

Anchoring and Bracing Posts. Anchor and brace enough posts to keep the fabric taut.

Maintaining Fence. Maintain the protective fence until the Engineer directs its removal or accepts the project.

Removing Protective Fence. Remove and dispose of the protective fence.

Do not operate equipment beyond any construction area(s) bounded by protective fencing without the approval of the Engineer.

Do not stockpile or store construction material, supplies, and/or equipment beyond any construction area(s) bound by protection fence.

The Engineer will not permit any vehicles and/or personnel beyond any construction area(s) bounded by protection fence.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROTECTION FENCE

SDA:DAD

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02/05/24

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_Site and Tree Protection Fence.....	Foot

Measure **DS_Site and Tree Protection Fence** length in place by the unit foot and pay for it at the contract unit price, which price includes all cost for labor, equipment, and materials necessary to complete the work. The contract unit price also includes payment for any/all costs related to fence maintenance, and reinstallation as required, during the construction period.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
MACHINE GRADING, SPECIAL

SDA:DAD

1 of 2

02/05/24

Description

This work consists of earth excavation and embankment required to reconstruct the north and south drainage channels, and to construct and remove the mud mat/temporary drive access as shown on the plans, as directed by the Engineer, and as specified herein. This work also includes disposing of excess material.

Materials

Provide MDOT Class II Granular Material, Sound Earth or other suitable material approved by the Engineer as backfill.

Construction

Perform this work in accordance with Article 10 of the City of Ann Arbor (CAA) 2024 Public Services Standard Specifications, and as shown on the plans.

The work includes, but is not limited to, the following:

1. Earth excavation, placing embankment, and grading and shaping to reconstruct the north and south drainage channels, and the temporary access drive;
2. Flatten fill slopes around culvert extensions and storm sewer inlets;
3. Remove cattails, tree limbs, brush, stumps, concrete, and all other miscellaneous debris;
4. Remove trees with a diameter of less than 6 inches;
5. Blend channel profiles to match the existing ditches;
6. Remove soils/spoils from the project site.

Estimated earth excavation and embankment volumes and cut/fill values are as follows:

1. Construction and removal of mud mat/temporary access drive.
Excavation = 500 Cyd
Embankment = 500 Cyd
Maximum cut/fill = 6 Feet
2. Reconstruction of north channel.
Excavation = 125 Cyd
Embankment = 50 Cyd
Maximum cut = 3 Feet
Maximum fill = 1 Foot

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
MACHINE GRADING, SPECIAL

SDA:DAD

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- 3. Reconstruction of south channel.
Excavation = 325 Cyd
Embankment = 50 Cyd
Maximum cut = 3 Feet
Maximum fill = 1 Foot

Excavated earth may be used to fill existing ditches and to flatten fill slopes, as approved by the Engineer.

Dispose of materials in accordance with the CAA 2024 Public Services Standard Specifications.

Measurement and Payment

Measure and pay for the completed work, as described, at the contract unit price at each location using the following pay item:

Pay Item	Pay Unit
DS_Machine Grading, Special	Station

Measure **DS_Machine Grading, Special** along the channel and temporary access drive centerlines in length by the 100-foot unit station and pay for it at the contract unit price, which price includes all cost for labor, equipment, and materials necessary to complete the work.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
STORM SEWER PIPE REMOVAL

SDA:DAD

1 of 1

02/05/24

Description

This work consists of removing and bulkheading the 54 inch diameter sewer pipe as shown on the plans in accordance with Article 10 subsection II.AA of the City of Ann Arbor (CAA) 2024 Public Services Standard Specifications, as directed by the Engineer, and as described herein.

Materials

Provide MDOT Class II Granular Material or Sound Earth as backfill. Use MDOT Concrete Grade 3000, or brick or block and Type R-2 Mortar materials for sewer bulkheads.

Construction

Perform work in accordance with Article 10 subsection II.AA of the CAA 2024 Public Services Standard Specifications.

Remove sewers or parts of sewers that require removal or that interfere with the new construction.

Backfill excavated sites or holes resulting from removals within the influence of the subgrade surface limit of the temporary drive access with granular material Class II. For excavated sites outside the influence of the subgrade surface, backfill with sound earth. Place and compact backfill per the CAA 2024 Public Services Standard Specifications.

Dispose of materials in accordance with the CAA 2024 Public Services Standard Specifications.

Bulkhead the existing storm sewer pipe remaining in place at the limits of removal.

Construct sewer bulkheads using Grade 3000 concrete or brick or block masonry. Extend the bulkhead at least 1 foot into the pipe from its end or from the inner wall of the drainage structure whichever applies.

Measurement and Payment

Measure and pay for the completed work, as described, at the contract unit price at each location using the following pay item:

Pay Item	Pay Unit
DS_Storm Sewer Pipe, 54 In. Dia., Rem.....	Foot

Measure **DS_Storm Sewer Pipe, 54 In. Dia., Rem** length in place by the unit foot and pay for it at the contract unit price, which price includes all cost for labor, equipment, and materials necessary to complete the work including bulkheading the existing storm sewer pipe remaining in place at the limits of removal.

The unit price for **Storm Sewer Pipe, 54 In. Dia., Rem** includes the cost of testing for disposal, hauling, and disposing of generated waste.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
STORM PRECAST TEE

SDA:DAD

1 of 2

02/21/24

Description

This work consists of constructing a precast concrete manhole tee in accordance with Articles 4, 10 and 12 of the City of Ann Arbor (CAA) 2024 Public Services Standard Specifications, as shown on the plans, as directed by the Engineer, and as specified herein.

Materials

Furnish materials in accordance with Article 4 subsections II.A and II.B of the CAA 2024 Public Services Standard Specifications, and MDOT Standard Plan R-3-B.

Provide Class IV reinforced concrete precast manhole tee in accordance with Article 4 subsection II.A of the CAA 2024 Public Services Standard Specifications. Provide pipe backfill in accordance with Article 10 subsections II.H and II.I of the CAA 2024 Standard Specifications.

Furnish J.R. Hoe (TrashRacks.com) mild steel galvanized round top-mount grate product no. LDR-48 or approved equal. At least 14 calendar days prior to installation, submit shop drawings of the proposed grate for review and approval.

Furnish precast concrete adjusting rings, brick, block and mortar Type R-2.

Construction

Construct precast concrete manhole tee in accordance with Article 10 section II and Article 12 of the CAA 2024 Public Services Standard Specifications, MDOT Standard Plan R-3-B, CAA Standard Detail SD-TD-1 (UTILITY TRENCH – TYPE 1), as shown on the plans, as described below, and as directed by the Engineer.

Furnish working drawings for precast concrete manhole tee in accordance with subsection 104.02 of the MDOT Standard Specifications for Construction.

Furnish and install drainage structure covers and frames in accordance with the manufacturer's guidelines.

Furnish and adjust to finish elevation the proposed drainage structure cover as shown on the plans.

Immediately remove any debris that falls into the precast tee due to the Contractor operations.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
STORM PRECAST TEE

SDA:DAD

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02/21/24

Measurement and Payment

Measure and pay for the completed work, as described, at the contract unit price at each location using the following pay item:

Pay Item	Pay Unit
DS_Storm Manhole, 90 In. Dia., Precast Tee, CI IV RCP	Each

Measure **DS_Storm Manhole, 90 In. Dia., Precast Tee, CI IV RCP** in place by the unit each and pay for it at the contract unit price, which price includes all cost for labor, equipment, and materials necessary to complete the work. This item of work also includes furnishing and installing the new drainage structure frame and cover, and adjustment of the structure cover to the finish elevation regardless of the vertical change in height.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
TEMPORARY ACCESS DRIVE

SDA:DAD

1 of 1

02/05/24

Description

This work consists of constructing an aggregate surface on a prepared grade to maintain construction traffic and site access during construction as directed by the Engineer. Additional materials required to maintain access along with removal and disposal of the aggregate when no longer needed, are included in this item of work.

Materials

Use material meeting the grading requirements for MDOT Class 23A, to construct the aggregate surface.

Construction

Place 8 inches of aggregate for the temporary access drive on the prepared subgrade at locations shown on the plans or as directed by the Engineer to provide a flush transition from the mud mat and to other areas where construction traffic and site access is to be maintained. Maintain the flow of any drainage courses interrupted by temporary access drive.

Maintain the aggregate surface in a smooth and firm condition until no longer needed for maintaining traffic and access. When construction operations progress to the point that the temporary drive access is no longer needed, remove all temporary access drive materials, and restore the area to its preconstruction condition.

Measurement and Payment

Measure and pay for the completed work, as described, at the contract unit price at each location using the following pay item:

Pay Item	Pay Unit
DS_Temporary Access Drive	Square Yard

Measure **DS_Temporary Drive Access** in area by the square yard and pay for it at the contract unit price, which price includes all cost for labor, equipment, and materials necessary to complete the work required for the construction, maintenance, removal and disposal of the aggregate surface and restoration of temporary access drive location as described in this detailed specification and as directed by the Engineer.

DS_Machine Grading, Special includes removal topsoil and other earth excavation and embankment necessary to construct the subgrade for the temporary access drive.